

AGREEMENT

between

City of Fort Lauderdale

and

BLACK & VEATCH CORPORATION

for

CIVIL ENGINEERING SERVICES

RFQ No. 12637-421

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____day of _____, 2023, by and between:

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

and

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

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of February 21, 2023 authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Civil Engineering Services, RFQ No. 12637-421, incorporated herein, (the "Agreement"); and

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated _____, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CHANGE ORDER: A written order, executed by both Parties, to the CONSULTANT and 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, executed on or

after the effective date of this Agreement.

- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 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.
- 1.8 CONSULTANT: Black & Veatch Corporation, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.9 CONTRACT ADMINISTRATOR: The Public Works Director for the City of Fort Lauderdale, or his or her 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, made within the scope of his/her authority.
- 1.10 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.
- 1.11 DEPARTMENT DIRECTOR: The Director of the Public Works Department for the City of Fort Lauderdale.
- 1.12 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.
- 1.13 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.14 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.

- 1.15 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.
- 1.16 PROJECT: The Civil Engineering Consultant Services set forth in a specific Task Order's scope of work. 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.
- 1.17 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.18 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.
- 1.19 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 (2022), 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 (2022), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: civil engineering services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be

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

- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project, which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the Contract Administrator 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 without prior written City approval is at CONSULTANT's sole risk.

ARTICLE 4 GENERAL PROVISIONS

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

ARTICLE 5 PRIORITY OF PROVISIONS

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

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

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

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

Third priority: This Agreement.

Fourth priority: City of Fort Lauderdale Request for Qualifications #12637-421.

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications #12637-421.

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

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

ARTICLE 6 TASK ORDERS

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

6.3.1 Providing additional copies of reports, contract drawings and documents;
and

6.3.2 Assisting CITY with litigation support services arising from the planning,
development, or construction.

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

ARTICLE 7 TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial Agreement term shall commence upon final execution of the Agreement by the City and shall expire two (2) years from that date. The City reserves the right to extend the Agreement for two (2) additional two (2) year terms providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City.
- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the

Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

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

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

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

8.2 REIMBURSABLES

- 8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S

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

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

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

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

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, 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.

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

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

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

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

8.4.4 Payment will be made to CONSULTANT at:

110 East Broward Blvd., Suite 700
Fort Lauderdale, FL 33301

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 8.
- 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 9.2 above. During the pendency of any dispute, CONSULTANT shall continue to 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 agreements for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs

of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

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

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

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

10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.

10.5 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.

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

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

ARTICLE 11 CITY'S RESPONSIBILITIES

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

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10), Florida Statutes (2022). 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 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

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

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

- 12.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 12.2.3 Notice of termination shall be provided in accordance with Section 12.26, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.26, 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 or not accepted.
- 12.2.5 Termination by Consultant. CONSULTANT shall have the right to terminate this Agreement only based upon 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 AND DISADVANTAGED PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

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

12.7 SUBCONSULTANTS

- 12.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultant's proceeding with any work.
- 12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

- Brizaga, Inc.
- Dickey Consulting Services, LLC
- HBC Engineering Company
- Keith & Associates, Inc.
- Moffatt & Nichol
- QuEST Engineering Services & Testing, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY. In accordance with Florida Statutes Chapter 558, the CITY acknowledges that no individual employee or agent shall be held individually liable for damages, resulting from his/her negligence occurring within the scope of this Agreement.

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

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

12.10 LIMITATION OF CITY'S LIABILITY

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

12.11 INSURANCE

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained

herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2022). 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 Statutes.

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel

policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY**

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

12.25 ONE ORIGINAL AGREEMENT

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

12.26 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: Rares Petrica
Project Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-8000
Email: RPetrica@fortlauderdale.gov

With a copies 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: Rafael Frias
Black & Veatch Corporation
3111 N. University Drive, Suite 700

Coral Springs, FL 33065
Telephone (954) 465-6872
Email: friasre@bv.com

12.27 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.

12.28 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.29 STANDARD OF CARE

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

12.30 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.31 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.

12.32 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.

12.33 SCRUTINIZED COMPANIES

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 CONSULTANT 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 (2022), as may be amended or revised. The CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), 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 CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), 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 (2022), 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 (2022), as may be amended or revised.

By submitting a proposal or response, the CONSULTANT, 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.

12.34 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), 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.

12.35 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.

12.36 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.

12.37 REPRESENTATION OF AUTHORITY

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

12.38 NON-DISCRIMINATION

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

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

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

12.39 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the CONSULTANT and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its subconsultants, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subconsultant with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City

terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. CONSULTANT shall include in each of its subconsultants, if any, the requirements set forth in this section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this section in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

12.40 **Force Majeure:** No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONSULTANT further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The CONSULTANT shall use its reasonable efforts to minimize such delays. The

CONSULTANT shall promptly provide an estimate of the anticipated additional time required to complete the Project.

[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: 
GREG CHAVARRIA
City Manager

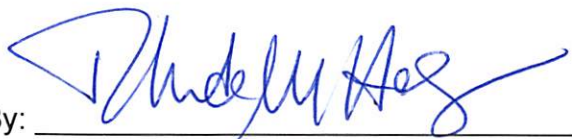
Date: 3/24/23

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk



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

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

Tammy Martin

Tammy Martin
Print Name

Irene Testa

Irene Testa
Print Name

(CORPORATE SEAL)

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

By: [Signature]
Rafael Frias, Vice President



STATE OF Florida:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 6 day of March, 2023, by Rafael Frias as
Vice President for Black & Veatch Corporation, a Delaware corporation authorized
to conduct business in the State of Florida.

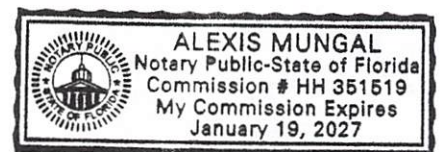
Florida
~~California~~

[Signature]
(Signature of Notary Public - State of

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

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced: N/A



3.1 Purpose

The City is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Civil Engineering consultant services. 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 for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform.

3.2 Scope of Services

The City is seeking statements of qualifications from capable and qualified engineering firms in response to this RFQ for the purpose of providing Civil Engineering Consultant Services for a variety of unspecified projects through a continuing services contract. Associated services typically required for complete public works projects are expected to be fulfilled by the selected firms. Multiple firms will be selected for this continuing services agreement. The City encourages small firms (based upon the U.S. Small Business Administration size standards requirements) as well as large firms and Minority Business Enterprises to submit qualifications.

The selected firms will assist with the design and implementation of municipal engineering projects. It is the intent of the City to use the selected consultants on an as-needed basis. The specific scope of work and fee schedule for each work will be individually agreed upon by the City and the consultant. The selected consultants must be able to provide all the services required of any civil engineering project and associated planning services through its own staff or subconsultants. The City reserves the right to award specific types of projects to firms with greater documented experience in the needed engineering specialty.

3.3 Tasks

The scope of services to be provided by the Consultant in the functional areas listed above shall include, but not be limited to, the following:

- a) Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates, within the functional areas of interest listed in this solicitation.
- b) Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- c) Submit construction documents as needed to the City and other required agencies having an interest or jurisdiction over the project.
- d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
- e) Provide updates on changes or proposed changes to laws/regulations that may impact City's water resources and supply, treatment, distribution and storage, wastewater collection and treatment.
- f) Update of the large user's replacement and renewal funding for the wastewater treatment plant.
- g) Update of the Capacity Analysis Report for the wastewater treatment plant.
- h) Perform flood routing software modelling.
- i) Prepare feasibility and conceptual planning documents.
- j) Provide research, attendance at meetings, and preparation of presentation

EXHIBIT A

SCOPE OF SERVICES

- materials, reports and correspondence.
- k) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
 - l) Provide public education/notification assistance.
 - m) Prepare short and long term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
 - n) Participate in construction administration as required by the City.
 - o) Prepare formal or informal feasibility studies as necessary to assist the City in responding capital improvement needs.
 - p) Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
 - q) Prepare legal descriptions, exhibits, and surveys.
 - r) Provide expert witness testimony.
 - s) Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
 - t) Represent the City with regulatory agencies.
 - u) Prepare periodic project status reports.
 - v) Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
 - w) Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
 - x) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - y) Participate in pre-construction conference as requested by the City.
 - z) Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
 - aa) Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
 - bb) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
 - cc) Review as-built drawings provided by the construction contractor and provide written comments to the City.
 - dd) Provide project management services and act as an extension of the City's project management staff for the design, bidding, and construction management of municipal projects.

The consultant or its subconsultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications.

3.4 Deliverables

The City intends to contract with multiple firms. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant(s). All work products becomes the property of the City. The City reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

EXHIBIT A SCOPE OF SERVICES

3.5 Schedule

Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultant's receipt of an executed Task Order.

3.6 Background

Incorporated on March 27, 1911, encompassing more than 33 square miles with a population of 176,000, Fort Lauderdale is the largest of Broward County's 31 municipalities and the eighth largest city in Florida. The City covers approximately 23,000 acres of highly urbanized neighborhoods, with much of its costal area land area lying within the flood plain. The City is composed of several individual watershed areas ranging in size from 2,000 to 11,000 acres with low-lying topography and intersected by numerous canals and rivers.

3.7 Water Supply

The City of Fort Lauderdale obtains water from the Biscayne Aquifer via two (2) Well Fields. The Prospect Well Field supplies Fiveash Water Treatment Plant and the Peele Dixie Well Field supplies the Peele Dixie Membrane Plant.

3.8 Water Treatment

The City of Fort Lauderdale has two (2) Water Treatment Plants. The Fiveash Plant is a lime-softening plant that treats an average of 36 MGD and the Peele Dixie Plant is a nano-filtration plant that treats an average of 6 MGD.

3.9 Water Distribution

The City of Fort Lauderdale has approximately 780 miles of water mains, 16,000 valves, 5,500 fire hydrants, six (6) ground storage tanks, and one (1) elevated storage tank in the Water Distribution System. In addition, the City provides water for other municipalities in Broward County.

3.10 Storm Water and Wastewater Collection and Storage

The City of Fort Lauderdale operates and maintains a 330 mile wastewater collection system and a 127 mile storm water collection system serving 57,000 accounts within Fort Lauderdale, as well as several adjacent large user cities.

3.11 Wastewater Treatment

The City of Fort Lauderdale operates a regional wastewater treatment plant (G. T. Lohmeyer) with a design treatment capability of 55.7 MGD serving Fort Lauderdale and other adjacent municipalities throughout Broward County.

3.12 Effluent Disposal

The City of Fort Lauderdale operates a deep well injection site consisting of five (5) wells for effluent disposal where effluent is pumped to approximately 3,500 feet below ground.

3.13 Functional Areas of Interest

The consultant shall identify in its response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one (1) functional area.

- a) Water and wastewater engineering (specifically pipeline and lift-station design)
- b) Stormwater engineering
- c) Transportation engineering

EXHIBIT A SCOPE OF SERVICES

- d) Structural engineering (specifically seawall, dock, and bridge design)
- e) Environmental engineering
- f) Surveying and mapping services
- g) Photogrammetry and remote sensing
- h) Geotechnical engineering
- i) Coastal engineering
- j) Water resources engineering
- k) Hydrology and hydraulic engineering
- l) Mechanical engineering
- m) Construction engineering and inspection

The consultant and /or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications.

3.14 Quality Assurance/Quality Control

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

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

3.15 Document Submittal Format

All documents generated as a result of projects will become the property of the City of Fort Lauderdale. All projects documents shall be provided in a digital and hard copy format meeting all City of Fort Lauderdale format requirements. The project drawings shall be prepared in AutoCAD, in the version current to the City Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the City's CADD specifications for project drawings current at the time of award of the project. Plot files shall also be prepared and submitted which meet the stated City standards.

EXHIBIT "B"
BILLING RATES

RFQ 12637-421 Civil Engineer (CCNA)
Hourly Billing Rates for Task Orders
Black & Veatch Corporation

Classification	Hourly Rate
Civil Engineering Services	
Principal Engineer	\$285
Senior Supervising Engineer	\$250
Senior Engineer	\$200
Project Engineer	\$165
Principal Designer	\$165
Construction Administration Services	
Director of Construction Management	\$200
Senior Field Representative	\$150
Field Representative	\$100
Miscellaneous	
Communications/Public Outreach Manager	\$175
Grant Manager	\$150
Clerical	\$90

Friseta Davis

From: Erick Martinez
Sent: Wednesday, March 15, 2023 11:05 AM
To: Friseta Davis
Subject: FW: 12637-421 Civil Engineer RFQ CCNA (COI)
Attachments: 12637-421 - Civil Engineering (AECOM COI).pdf; Insurance Language - Civil Engineering Project Management.docx; 12637-421 - Civil Engineering (Chen Moore COI).pdf; 12637-421 - Civil Engineering (Craven Thompson COI).pdf; 12637-421 - Civil Engineering (Black & Veatch COI).pdf

Categories: Red Category

Hello Friseta,

Please see the approvals from Risk below.

Thank you,

Erick Martinez

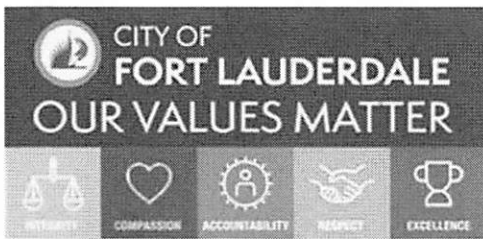
Senior Procurement Specialist

City of Fort Lauderdale | Procurement Services Division

100 N. Andrews Ave. | Fort Lauderdale FL 33301

P 954-828-4019 | F 954-828-5576 | EMartinez@fortlauderdale.gov

Website: www.fortlauderdale.gov/departments/finance/procurement-services



Integrity – Compassion – Accountability – Respect – Excellence

WE BUILD COMMUNITY



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from city officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.



ARE YOU
SOFTWARE SYSTEM.

COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT

From: Alisha Auth <AAuth@fortlauderdale.gov>
Sent: Wednesday, March 15, 2023 11:02 AM
To: Erick Martinez <EMartinez@fortlauderdale.gov>
Subject: RE: 12637-421 Civil Engineer RFQ CCNA (COI)

Hi Erick,

I have reviewed the insurance certificates as well as the insurance language provided. I have made notes next to each regarding approval.

- Chen Moore – the insurance meets the minimum requirements outlined in the attached document and is approved.
- Craven Thompson – the insurance meets the minimum requirements outlined in the attached document and is approved. Of note, the professional policy expires on 3/30/23 so we will want to ensure that we have confirmation of the renewal.
- Black & Veatch – the insurance meets the minimum requirements outlined in the attached document and is approved.
- AECOM – the insurance meets the minimum requirements outlined in the attached document and is approved. Of note, the policies expire 4/1/23 so we will want to ensure we have confirmation of the renewal.

Thank you!

Alisha Auth, ARM, AIC

City of Fort Lauderdale | Human Resources Department | Risk Management Division
100 N. Andrews Avenue, 3rd Floor | Fort Lauderdale, Florida 33301
Email: aaauth@fortlauderdale.gov | Phone: (954) 828-5179 | Fax: (954) 828-5439



The City of Fort Lauderdale is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages to and from employees or officials are covered under such laws and thus subject to public disclosure.

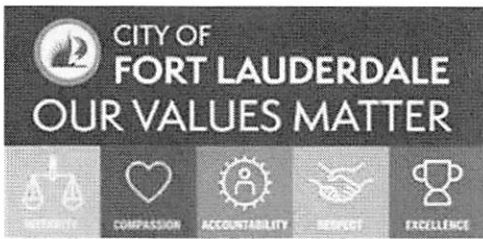
From: Erick Martinez <EMartinez@fortlauderdale.gov>
Sent: Wednesday, March 15, 2023 9:35 AM
To: Alisha Auth <AAuth@fortlauderdale.gov>
Subject: RE: 12637-421 Civil Engineer RFQ CCNA (COI)

Please also review the attached AECOM COI.

Thank you,

Erick Martinez

Senior Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-4019 | F 954-828-5576 | EMartinez@fortlauderdale.gov



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**ARE YOU
SOFTWARE SYSTEM.**

COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER](#) IN OUR NEW PROCUREMENT

From: Erick Martinez
Sent: Wednesday, March 15, 2023 8:54 AM
To: Alisha Auth <AAAuth@fortlauderdale.gov>
Subject: 12637-421 Civil Engineer RFQ CCNA (COI)

Good morning Alisha,

Please see the attached Insurance Requirements and the following COIs for your review:

- Chen Moore
- Craven Thompson
- Black & Veatch

Please let me know if these are acceptable or if any changes are needed.

Thank you,

Erick Martinez
Senior Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-4019 | F 954-828-5576 | EMartinez@fortlauderdale.gov
Website: www.fortlauderdale.gov/departments/finance/procurement-services

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ARE YOU COMPETING FOR CITY BUSINESS? [CLICK HERE TO REGISTER IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.](#)

-----Original Message-----

From: Alisha Auth <AAAuth@fortlauderdale.gov>
Sent: Wednesday, January 26, 2022 11:28 AM
To: Mary Kleinpeter-Zamora <MKleinpeter-Zamora@fortlauderdale.gov>
Subject: RE: Emailing: CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Hi Mary,

Please accept my apologies as I thought that I had responded to you on this request. The recommended insurance language is attached. Please let me know if you have any questions.

Thank you.

Alisha Auth
Senior Claims Adjuster
City of Fort Lauderdale
100 N Andrews Avenue, 3rd Floor
Fort Lauderdale, Florida 33301
Email: aauth@fortlauderdale.gov
Phone: 954-828-5179
Fax: 954-828-5439

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-----Original Message-----

From: Mary Kleinpeter-Zamora <MKleinpeter-Zamora@fortlauderdale.gov>
Sent: Thursday, January 20, 2022 9:46 AM
To: Alisha Auth <AAAuth@fortlauderdale.gov>
Subject: RE: Emailing: CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Do you need additional information? If so, please don't hesitate to ask.

Thanks for your help.

Mary Kay Kleinpeter-Zamora C.P.M., CPPO Procurement Administrator City of Fort Lauderdale Direct line 954 828-5189

-----Original Message-----

From: Alisha Auth <AAAuth@fortlauderdale.gov>
Sent: Wednesday, January 12, 2022 4:22 PM
To: Mary Kleinpeter-Zamora <MKleinpeter-Zamora@fortlauderdale.gov>

Subject: RE: Emailing: CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Hi Mary,

Do you have the detailed scope of services? That will help me narrow down the recommended limits.

Thanks!

Alisha Auth
Senior Claims Adjuster
City of Fort Lauderdale
100 N Andrews Avenue, 3rd Floor
Fort Lauderdale, Florida 33301
Email: aauth@fortlauderdale.gov
Phone: 954-828-5179
Fax: 954-828-5439

The City of Fort Lauderdale is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages to and from employees or officials are covered under such laws and thus subject to public disclosure.

-----Original Message-----

From: Mary Kleinpeter-Zamora <MKleinpeter-Zamora@fortlauderdale.gov>
Sent: Wednesday, January 12, 2022 1:07 PM
To: Alisha Auth <AAAuth@fortlauderdale.gov>
Subject: Emailing: CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Please advise insurance requirements.

Thanks for your help.

Mary Kay

Your message is ready to be sent with the following file or link attachments:

CONTINUING SVCS CCNA [RFQ] Solicitation _12-13-2021

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



CERTIFICATE OF LIABILITY INSURANCE

11/1/2023

DATE (MM/DD/YYYY)

3/2/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211 BOTERO, ISABEL	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: Lloyds of London	
	INSURER C: National Fire and Marine Insurance Co	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
16535		
20079		

COVERAGES **CERTIFICATE NUMBER:** 19377300 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	GLO 4641358	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 2,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO 1365630	11/1/2022	11/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	BAP 4641355 (AOS)	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	WC 4641353 (AOS)	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WC 4641354 (ID, MA, WI)	11/1/2022	11/1/2023	E.L. EACH ACCIDENT \$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 1365632	11/1/2022	11/1/2023	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	GLOPR2202346	11/1/2022	11/1/2023	\$10,000,000 PER CLAIM
C				42-EPP-324748-01	11/1/2022	11/1/2023	\$10,000,000 ANNUAL AGGREGATE

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

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19377300
CITY OF FORT LAUDERDALE
100 N. ANDREWS AVENUE
FORT LAUDERDALE FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: GLO 4641358, GLO 1365630

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/1/2022	11/1/2023	11/1/2022			
GLO 1365630	11/1/2022	11/1/2023	11/1/2022			

Named Insured: BLACK & VEATCH CORPORATION

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Part

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

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

POLICY NUMBER: BAP 4641355 (AOS)

**COMMERCIAL AUTO
CA 20 48 02 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 11/1/2022

Named Insured: BLACK & VEATCH CORPORATION

SCHEDULE

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

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

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

Waiver of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4641355 (AOS)	11/1/2022	11/1/2023	11/1/2022			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BLACK & VEATCH CORPORATION

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

This endorsement modifies insurance provided under the:

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

SCHEDULE

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

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

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule
AS REQUIRED PER WRITTEN CONTRACT

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

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

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

Insured: BLACK & VEATCH CORPORATION

Effective Date: 11/1/2022



STATEMENT OF QUALIFICATIONS FOR

CIVIL ENGINEERING, CONTINUING SERVICES CONTRACT

CITY OF FT. LAUDERDALE | RFQ 12637-421 | MARCH 28, 2022



BLACK & VEATCH



BLACK & VEATCH

March 28, 2022

City of Fort Lauderdale

Mary Kay Kleinpeter-Zamora, Procurement Administrator

100 North Andrews Avenue

Fort Lauderdale, FL 33301

BLACK & VEATCH CORPORATION

3111 N University Drive, Suite 700, Coral Springs, FL 33065

P (954) 319-9861 | E Burbanol@bv.com

RE: RFQ # 12637-421 Civil Engineering, Continuing Services Contract

Dear Ms. Kleinpeter-Zamora and Evaluation Committee Members:

The City of Fort Lauderdale (City) is investing in its Public Works infrastructure with a robust capital improvement plan (CIP), which is estimated at more than \$800M over the 2021-2025 period. To successfully implement its CIP, the City will require access to the comprehensive capabilities of a full-service, well-rounded firm to support the Public Works Department's day-to-day operations, while serving as an extension of its staff.

Black & Veatch provides the City with the expertise and proven experience required to successfully deliver high-quality projects in each of the functional areas under this contract. The City will have access to a pool of 300+ professionals in Florida; three offices in southeast Florida, including a local office in Broward County; and our global network of 8,000+ professionals that will ensure attentive service, depth of technical expertise and execution capacity to manage the concurrent delivery of multiple projects for the Public Works Department.

Black & Veatch is ready to provide the City with a team that is local, responsive, and accountable. The City will receive the following benefits from selecting Black & Veatch for this Civil Engineering, Continuing Services Contract:

- **Access to local experts with comprehensive capabilities.** The City will receive cost-effective and efficient designs from a well-rounded, full-service firm.
- **Deep Bench of Local Resources.** The City will receive projects on schedule and budget, while consistently keeping the highest technical quality by leveraging our deep bench of local professionals.
- **Immediate, 24/7 Access.** Successful delivery of all Public Works projects through the leadership of our responsive, experienced, and accountable local Project Manager, Isabel Botero, PE.
- **On-Schedule Permitting.** Completion of all permitting requirements on time by leveraging our local staff with proven experience securing permits with local, state, and federal regulatory agencies.
- **Achievement of Desired Level of Service.** Meeting growth, aging infrastructure, water quality needs, and system redundancy by having access to local resources with expertise in the technical areas in which they specialize.

We acknowledge receipt of the Addendum 1 dated March 11th, Addendum 2 dated March 28th, and acknowledge receipt of Question and Answer responses supplied by the City through March 23rd.

Black & Veatch looks forward to partnering with the City of Fort Lauderdale to successfully deliver this important contract. If you have any questions or wish to discuss the content of our proposal, please contact me at (954) 465-6872, or our Project Manager, Isabel Botero, PE at (954) 319-9861.

Very truly yours,

Black & Veatch Corporation

Rafael E. Frias III, PE
Project Director

Isabel Botero, PE
Project Manager

1

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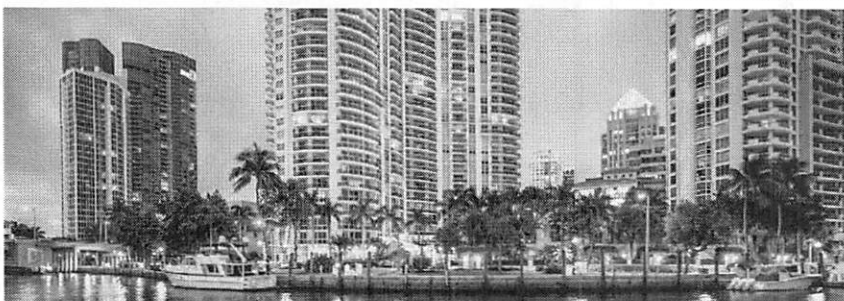
2 Executive Summary

FIRM BACKGROUND

The City will have access to a team that will focus on increasing the City's project management and execution capacity; optimizing master planning through capital analyses and project prioritization; increasing climate change resilience; and achieving more defensible investments and a net positive cash portfolio through project net present value and life-cycle costs evaluations, as we deliver this contract.

Black & Veatch Corporation (Black & Veatch) has been providing continuous service to Florida clients since 1957. We are a leading global engineering, construction, and consulting company specializing in infrastructure.

The City of Fort Lauderdale (the City) will benefit from our unique pedigree of highly-respected water business professionals that work across all water sectors. Black & Veatch has successfully completed more than \$30 billion in capital improvements in the United States during the past 10 years. Our strength lies in the fact that **we offer world-class project delivery on all phases of a project's lifecycle** – planning, design, bidding services, construction phase services, construction observation services, and post construction services, such as commissioning and operations support.



The City of Fort Lauderdale will receive reliable and resilient projects delivered by local engineering resources through our team's practical and adaptive approach to water, wastewater, stormwater, water quality, sea level rise, and sewer overflow concerns.

OVERVIEW

LEGAL NAME

Black & Veatch Corporation

BUSINESS ENTITY
Corporation



FOUNDED **1915**

BROWARD COUNTY OFFICE

3111 North University Drive
Suite 700
Coral Springs, FL 33065



POINT OF CONTACT



Rafael Frias, III, PE
(954) 564-6872
FriasRE@bv.com

300+

PROFESSIONALS IN FLORIDA

7

OFFICES
IN FLORIDA

CORAL SPRINGS
CORAL GABLES
LAKE WORTH
FORT MYERS
ORLANDO
TAMPA
JACKSONVILLE



BLACK & VEATCH HEADQUARTERS

11401 Lamar Avenue
Overland Park, KS 66211

A BROWARD-COUNTY BASED, LOCAL PROJECT TEAM

The City will have access to a local project team with proven experience in delivering civil engineering services for similar municipal clients. Our team is comprised of the following firms located in Broward County.



Prime firm with expertise in stormwater and green infrastructure modeling, design, and construction management, as well as hydrogeology and water quality.



A locally-headquartered, **DBE/WBE** engineering and surveying firm that will provide stormwater modeling, drainage design, surveying, subsurface utility locates, local permitting, and construction administration.



A locally-headquartered, Broward County **SBE/CBE** firm that specializes in stormwater modeling, climate change, sea level rise and resiliency expertise, as well as coastal engineering solutions.



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



A southeast Florida, **MBE/CBE/DBE/SBE**, engineering consulting firm specializing in planning, design, and construction inspection services for civil, structural and transportation-related engineering projects.



moffatt & nichol

A firm with a local presence and 75 years of specialized coastal planning and engineering experience, including marine structural engineering, and has extensive experience throughout Florida, the Southeast, and the Caribbean.



A locally-headquartered, **MBE/WBE** firm that specializes in geotechnical, environmental, structural, and specialty inspections.

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

The City will benefit from Black & Veatch's local and national experts, as well as known local subconsultants that will support the City in meeting their civil engineering requirements. Our team will provide their expertise to help the City alleviate current and future resilience issues, not only related to flooding conditions, sea level rise, coastal improvements, and increasing groundwater level, but also to the resilience of your water and wastewater facilities. Through our partners, Black & Veatch will support the City in different areas such as transportation, GIS, geotechnical, public outreach and relations, coastal and construction engineering.

BLACK & VEATCH FLORIDA OFFICE LOCATIONS



PROJECT LEADERSHIP

With a reputation for providing innovative solutions and turning obstacles into opportunities, we offer a highly-skilled team of professionals to work with City staff on this important continuous civil engineering services contract. **Our project leadership, leading from our local Broward County office, will ensure successful delivery of projects.**



Rafael Frias, PE
Project Director
Coral Springs, FL



Isabel Botero, PE
Project Manager
Coral Springs, FL



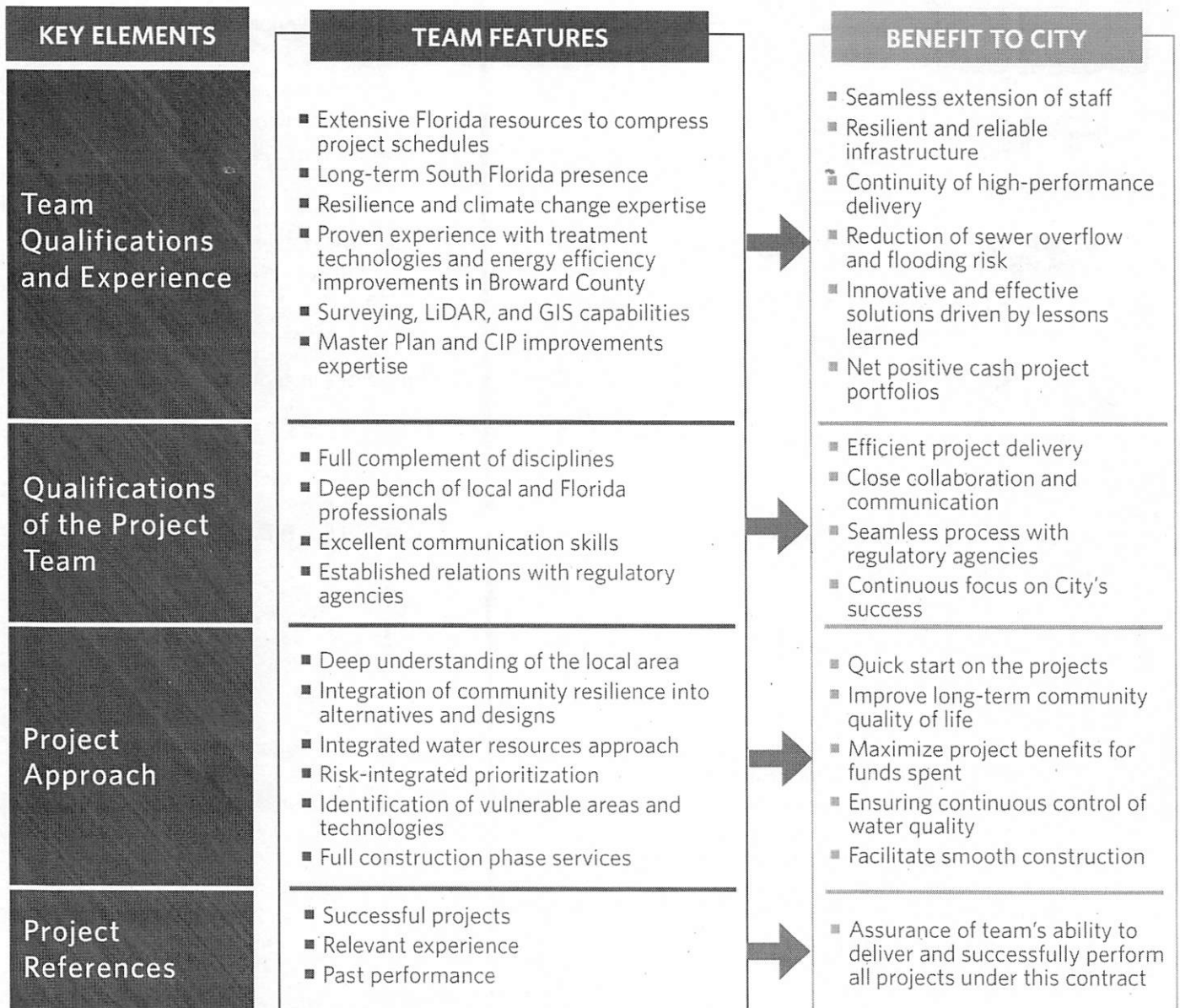
Carlos Ortega, PE
Engineering Manager
Coral Springs, FL



Jon Dinges, PE
Functional Area Lead
Coral Springs, FL

KEY ELEMENTS OF THIS PROPOSAL

Black & Veatch stands ready to provide the following benefits to the City of Fort Lauderdale to make the all projects under this continuous service agreement a long-term success.



3 Firm Qualifications and Experience



LEGAL FIRM NAME

Black & Veatch Corporation

BUSINESS STRUCTURE Corporation

BROWARD COUNTY OFFICE

3111 North University Drive, Suite 700
Coral Springs, FL 33065
Phone: (954) 465-6872
Fax: (754) 229-3045

FIRM FOUNDED 1915

YEAR WORK BEGAN IN FLORIDA 1957

FIRM YEARS OF EXPERIENCE 106

FLORIDA LICENSES

BV Business Certificate F98000006965
BV Engineering License 8123
BV General Contractor's License
F96000006223

(Copies of licenses are included at the end of this section)

WEBSITE bv.com

POINT OF CONTACT

Rafael Frias, III, PE

P: (954) 465-6872 | E: FriasRE@bv.com

** Located in our Broward County office.*

RELATIVE SIZE OF THE FIRM

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

A FULL SERVICE FIRM WITH A STRONG, LOCAL BROWARD COUNTY PRESENCE

The City of Fort Lauderdale will have access to a dedicated team of highly-qualified, local professionals with proven experience designing, permitting, and providing services for all of the **Functional Areas of Interest** listed in the RFQ. We have more than 100 years of experience providing all of the services listed in the RFQ's Functional areas of Interest. Since 1915, Black & Veatch has helped our clients improve the lives of people in more than 100 countries through consulting, engineering, construction, operations and program management. Our workforce includes more than 8,500 professionals working on projects across major infrastructure markets.

Today, millions of people around the world use critical human infrastructure designed, constructed, or supported by Black & Veatch. We are both a top engineering design firm as well as a leading contractor.

Our company has been providing services in Florida since 1957 through seven office locations across Florida. We have a long history working with clients similar to the City of Fort Lauderdale Public Works Department. For example, we have served **Broward County Water and Wastewater Services** as their wastewater consultant for their regional transmission and disposal system. In addition, we have been serving the City of Hollywood as their Energy Efficiency consultant for the past eight years and as their general engineering services consultant for the past three years.

ABILITY OF BLACK & VEATCH TO MEET MINIMUM QUALIFICATIONS REQUIREMENTS

The Black & Veatch team meets all the minimum requirements of this RFQ, as described in the table below, and has the experience and technical capabilities to successfully deliver the comprehensive services required for the projects under this civil engineering continuous services contract.

The City will benefit from our team's comprehensive capabilities, lessons learned, and tailored solutions that will result in cost savings while optimizing facilities and operations.

MINIMUM QUALIFICATIONS	BLACK & VEATCH TEAM QUALIFICATIONS/REQUIREMENTS
Firm shall have relevant experience in Civil Engineering.	✓ Depth of Experience: Black & Veatch has been providing engineering consulting services for over 100 years, since its inception in 1915 and such services in Florida for over 60 years, since 1957.
Project Manager shall have relevant experience in the scope outlined in the RFQ and has served as project manager on similar projects.	✓ Proven Project Managers: Project Manager, Isabel Botero, PE, and Engineering Manager, Carlos Ortega, PE, have extensive experience with all of the Functional Areas of Interest under this contract.. They have decades of experience delivering general water/wastewater A/E services to mid- and large-sized utilities in Southeast Florida. Their experience includes management of projects in the design phase, assisting utilities during procurement, and providing client support during construction for projects both small and large scale.
Firm shall possess sufficient financial support, equipment and organization to satisfactorily perform the services.	✓ Financially Sustainable: With a history of over 100 years serving clients, Black & Veatch is financially sound with a history of continued growth year-over-year.
Firm shall have provided successful services of similar magnitude to those specified in the scope of services to at least one city similar in size and complexity.	✓ Proven Experience with Similar Size Facilities in South Florida: The Black & Veatch Team has successfully delivered consultant services similar in magnitude to the City of Fort Lauderdale, such as Broward County Water and Wastewater Services, the City of Hollywood, and the City of Sunrise, and other projects listed on the following page.
Firm and principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude, and does not have conflicts of interest.	✓ None.
Firm and principals shall have no arrears or contract defaults with the City, nor have failed to perform faithfully on any previous contracts with the City.	✓ None.
Firm shall be appropriately licensed and registered in the State of Florida in the required field of service.	✓ Black & Veatch is registered to practice engineering in Florida in accordance with Florida Statute 471. In addition, Black & Veatch holds a contractor's license with the State of Florida, as the company also provides design-build services to utility clients.

PAST PROJECTS FOR AGENCIES OF SIMILAR SIZE AND SCOPE

The following table provides an abbreviated list of recently completed and ongoing projects/clients where Black & Veatch provided similar work scopes to that proposed by the City. In addition, several expanded project descriptions are provided in Section 6 for your consideration.

TABLE 1. Recent Similar Projects in Florida

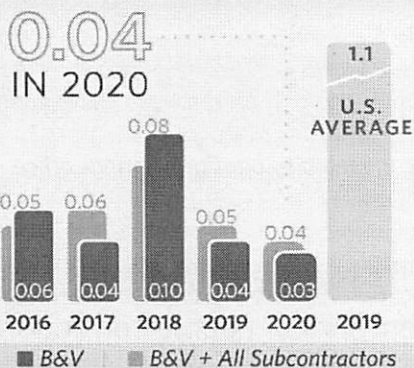
CLIENT NAME	PROJECT
City of Key West	Dennis Street Stormwater Improvements
North Bay Village	Community Rating System Services and Stormwater Master Plan
City of Cape Coral	Utilities Extension Program
Miami-Dade Water & Sewer Department	South District WWTP Electrical Distribution Building Stormwater System
City of Winter Haven	Integrated/One Water Master Plan
City of Winter Haven	Upper Peace Creek Watershed Optimization
South Florida Water Management District (SFWMD)	C-51 Phase 1 Reservoir Geotechnical Investigation
SFWMD	Golden Gate Weir No. 4 Replacement
SFWMD	Cutler Flow Way Pump Station Computational Fluid Dynamics Modeling
Tampa Bay Water	Eldridge-Wilde Wellfield Stormwater Improvements

SUCCESSFUL PROJECT EXECUTION, FROM DESIGN THROUGH CONSTRUCTION, WITH A FOCUS ON QUALITY AND SAFETY

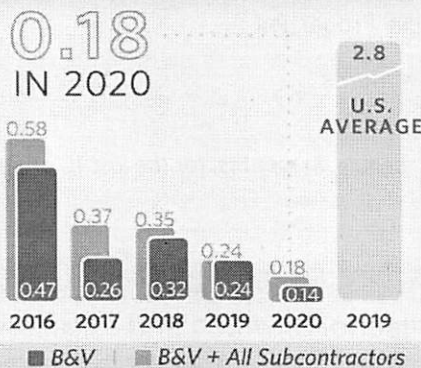
As a 100% employee-owned company free of outside shareholder influence, Black & Veatch professionals focus on client satisfaction and delivering sustainable value on every assignment. Over 80 percent of Black & Veatch's work comes from repeat clients.

Black & Veatch's Safety Culture is one of the company's priority values and is governed by our 'Think, Plan, Act' initiative to achieve Zero Injuries Today™. We will always take proactive action, including COVID-19 related precautions, to ensure the safety of ourselves, your professionals, and all around us.

LOST TIME INCIDENT RATE



RECORDABLE INCIDENT RATE



Safety is embedded into everything we do. There is nothing so urgent that we cannot take the time to do it safely. Wherever we operate globally, we are committed to providing safe and securing working environments for all workers and partners."

— STEVE EDWARDS
CEO and Chairman, Black & Veatch

STRATEGIES TO MEET SCHEDULE AND BUDGET

Schedule Control

Black & Veatch will maintain schedule control through early planning of each project, followed by detailed schedules for project execution. **We will leverage our recent experience and lessons learned from similar contracts to provide realistic time and budget estimates for the delivery of this continuing services contract.**

For each project assigned, we will develop a Project Execution Plan (PEP) at the commencement of the project and diligently adhere to the PEP to ensure efficient project execution on time and within budget. **Our Project Manager, Isabel Botero, is highly experienced in the types of work to be performed, providing them with the knowledge to develop a solid PEP to efficiently guide each project or groups of projects.**

It is a standard practice for Black & Veatch Project Managers to develop a project schedule at the onset of every assignment. For each assigned project, Isabel will work closely with the City's Project Manager to establish a schedule, including key milestone dates, appropriate internal review periods and the project's critical path.

Isabel will be responsible for managing the project schedules to ensure that all tasks are completed, and all deliverables are submitted on schedule. The schedule will allow the assigned project lead to track the progress of each assignment, identify any scheduling and staffing bottlenecks, and implement corrective actions and recovery plans, if needed.

PERFORMANCE EXAMPLE OF BLACK & VEATCH'S ABILITY TO MEET PROJECT SCHEDULES

Last 10 Projects Completed by Black & Veatch's Coral Springs Office	Planned Schedule	Final Schedule	
Hollywood - SCADA Improvements Phase 2	12	12	✓
Delray Beach - Cityworks Implementation Phase 1	8	8	✓
Broward County - Clarifier Rehabilitation	25	25	✓
Broward County - Master Pump Stations Rehab	18	18	✓
Broward County - In-House Electrical O&M Services	6	6	✓
SFWMD - S-127 CCC North Shore Automation Construction Phase Services	18	18	✓
SFWMD - GG4 Structure Construction Phase Services	24	24	✓
MDWASD - Hydraulic Modeling Support	12	12	✓
MDWASD - Sewer Service to Commercial Properties	3	3	✓
Deerfield Beach - East WTP Site Improvements	10	10	✓

The table highlights the planned and final schedule, in months, for the last 10 projects completed by our Coral Springs office.

The City's projects will stay on schedule through Black & Veatch's real-time progress reporting tool and cash flow projections, which and for allow appropriate course corrections when needed.

Budget Control

It is standard procedure for Black & Veatch Project Managers to develop an engineering budget at the onset of every assignment. We have developed powerful tools for use by Project Managers in tracking schedule and budget progress. Through our project accounting network, data on project charges is available to project managers in real time reporting. This supports timely

adjustments to ensure that the appropriate level of effort is being expended to complete the work on time and under budget. Through application of this approach, we have an excellent record of success.

The table below summarizes our success meeting the engineering budget on recent assignments.

PERFORMANCE EXAMPLES OF BLACK & VEATCH'S ABILITY TO MEET PROJECT BUDGETS

Last 10 Projects Completed by Black & Veatch's Coral Springs Office	Original Budget	Final Budget	
Hollywood - SCADA Improvements Phase 2	\$299,970	\$299,970	✓
Delray Beach - Cityworks Implementation Phase 1	\$202,334	\$202,334	✓
Broward County - Clarifier Rehabilitation	\$79,711	\$78,546	✓+
Broward County - Master Pump Stations Rehab	\$151,431	\$170,246	
Broward County - In-House Electrical O&M Services	\$95,245	\$88,226	✓+
SFWMD - S-127 CCC North Shore Automation Construction Phase Services	\$503,288	\$477,896	✓+
SFWMD - GG4 Structure Construction Phase Services	\$290,556	\$290,556	✓
MDWASD - Hydraulic Modeling Support	\$58,766	\$58,766	✓
MDWASD - Sewer Service to Commercial Properties	\$178,662	\$178,662	✓
Deerfield Beach - East WTP Site Improvements	\$84,052	\$84,052	✓



COST SAVINGS

Ocean Outfall Legislation Program
| Miami-Dade Water and Sewer
Department

Black & Veatch helped MDWASD select a less expensive filtration technology that complied with all OOL regulations while providing significant savings at two treatment plants. We recommended the use of more reliable and cost-effective high-speed generators that also increase sustainability.

BENEFIT: More than \$300 million in capital savings and additional operations & maintenance efficiencies of over \$3 million per year at the county's WWTPs.

DESIGN WITH SUSTAINABILITY AND EFFICIENCY IN MIND

Black & Veatch has a corporate commitment to sustainable solutions that build value through products, services and operations while balancing financial, community, and environmental needs.

One way we fulfill this commitment is by helping utilities develop solutions that incorporate their goals relative to environmental stewardship, community involvement, resource management, and climate change.

Sustainability

Sustainability embraces many aspects, with greenhouse gas emissions (GHG), with energy consumption, and production being at the top of the list. While GHG inventories are currently a topic of significant interest, they are only one part of a complex equation for sustainability. The entire sustainability picture can be described using the triple-bottom line approach. This approach is best illustrated as a “three-legged stool” with environmental, social, and economic issues each constituting a leg.

Firm’s Initiatives Towards Its Own Sustainable Practices

Corporate Social Responsibility | Charitable Acts and Benevolence Programs

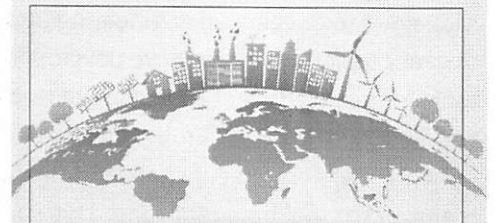
We offer solutions that conserve resources through prudent practice, reuse and waste minimization, and we encourage project suppliers and subcontractors to adopt sustainable practices that support client needs.

We work diligently to manage facilities and operations to safeguard the environment. We also actively promote health, safety, and security in the workplace and continually evaluate sustainable practices adopted by our suppliers and subcontractors during the pre-qualification process, requiring them to complete and sign a Corporate Social Responsibility form prior to being approved for use.

Internal, Organization-Wide Green and Environmental Programs and Initiatives

Sustainability and community involvement go hand in hand. At Black & Veatch, sustainability is defined as meeting the needs of the present generation while improving the ability of future generations to meet their own needs. The work that is done outside of the office and at project sites for community organizations helps to build a better future and leave the world a better place.

Black & Veatch promotes two major environmentally sustainable community service efforts: The Ocean Conservancy’s International Coastal Cleanup Day and the Black & Veatch organized Environmental Workday.



Black & Veatch has developed tangible sustainable practices that minimize the carbon footprint left behind on projects by using sustainable practices in its daily operations, including:

- Tracking and controlling internal power and water usage
- Placing recycling receptacles for paper, aluminum, cardboard, and plastic throughout all Black & Veatch controlled office space
- Setting printer defaults to double-sided printing
- Investing in software such as Microsoft Office Communicator and Live Meeting to promote professionals’ ability to telecommute
- Electric car charging stations and bike racks on office grounds
- Participating in pretax transit programs to encourage professionals in major U.S. cities to use public transportation
- Employing more than 80 LEED accredited professionals in approximately 12 U.S. offices
- Distributing reusable shopping bags to approximately 9,000 professionals globally as part of a company-wide sustainability initiative
- Purchasing hybrid vehicles for the company vehicle fleet

ABILITY TO PROVIDE SERVICES FOR REQUESTED DISCIPLINES

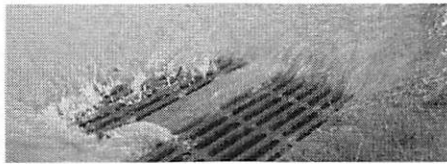
Our team's proven water, wastewater, reuse, project management, and construction support services expertise, coupled with a strong, committed local engineering team, will ensure the City receives reliable and resilient projects during the duration of this contract. **The Black & Veatch team, which includes our highly capable, local subconsultants, has the comprehensive capabilities to deliver all of the functional areas of interest required by this RFQ.** In addition to the summary below, we have provided expanded qualifications for several key areas of the contract in this section along with detailed past project examples provided to agencies similar in size to the City of Fort Lauderdale.

The City will receive holistic projects that meet complex system needs while optimizing capital and operating investments. Black & Veatch is an industry leader in the key fields of critical human infrastructure, including water, energy, and telecommunications.



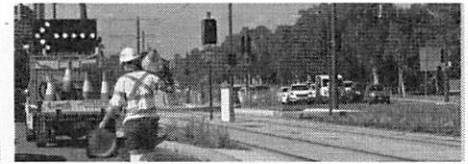
A WATER & WASTEWATER ENGINEERING

- Treatment
- Collection and Distribution
- Pump Stations
- Asset Management
- Sustainable Engineering



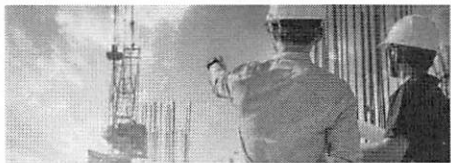
B STORMWATER ENGINEERING

- Nature-Based Green Infrastructure Solutions
- Resilience Assessments
- Climate Adaptation



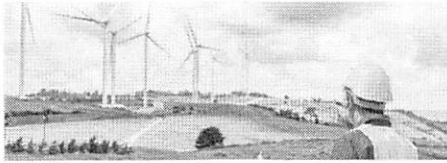
C TRANSPORTATION ENGINEERING

- Pavement Marking
- Lighting
- Drainage
- Traffic Analysis
- Pavement/Sidewalk
- ITS Systems



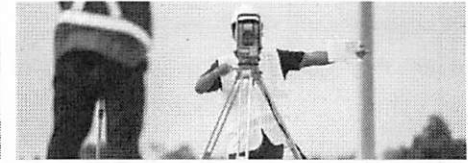
D STRUCTURAL ENGINEERING

- Bridges
- Docks
- Seawall Design and Permitting
- Buildings and Other Structures
- Structural Analysis
- Living Shorelines
- Permitting



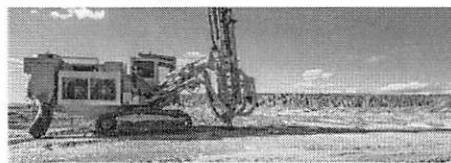
E ENVIRONMENTAL ENGINEERING

- Identification of Environmental Regulatory Requirements
- Field Studies
- Characterization
- Modeling
- Impact Analysis
- Permit Preparation



F&G SURVEYING AND MAPPING/PHOTOGRAMMETRY/REMOTE SENSING

- Aerial Photogrammetric
- Land surveying
- Hydrographic Surveying (canals & Waterways)
- Benthic Surveys



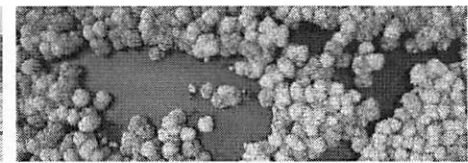
H GEOTECHNICAL ENGINEERING

- Design
- Data Collection Foundations
- Embankments
- Grading
- Testing



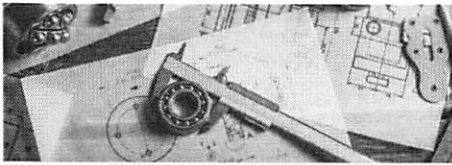
I COASTAL ENGINEERING

- Storm Surge Evaluation
- Sea Level Rise Analysis



J&K WATER RESOURCES/HYDROLOGY AND HYDRAULIC ENGINEERING

- Planning and Modeling
- Assessment and Restoration
- Water Quality Studies
- Ground Water Modeling



L MECHANICAL ENGINEERING

- Pump Stations
- Pipelines and Valves
- Generators
- Blowers
- HVAC



M CONSTRUCTION ENGINEERING & INSPECTION

- Management
- Administration
- Constructability Reviews
- Bid Documents/Bid and Award Support



The Black & Veatch team loves what they do. It's very refreshing to see that every day when I visit a project, when I talk to them, and when I meet with them. They're very passionate about their work, and they feel very important about being part of the PRASA team."

- LYNETTE RAMIREZ

PUERTO RICO
AQUEDUCT AND SEWER
AUTHORITY

LOCAL EXPERIENCE

Our experience in Florida includes serving more than 300 different agencies under continuing services contracts, in which we have completed more than 1,000 individual task orders that range from a few hours of effort to larger projects with hundreds of hours needed to complete.

The City will receive projects that meet current regulatory standards and consider advent of future regulations through access to our team that has expertise in the entire water/wastewater cycle.





WATER AND WASTEWATER ENGINEERING

The City will receive reliable infrastructure systems by leveraging treatment technologies that will result in cost savings, improve water quality, and reduce sewer overflows.

WATER QUALIFICATIONS

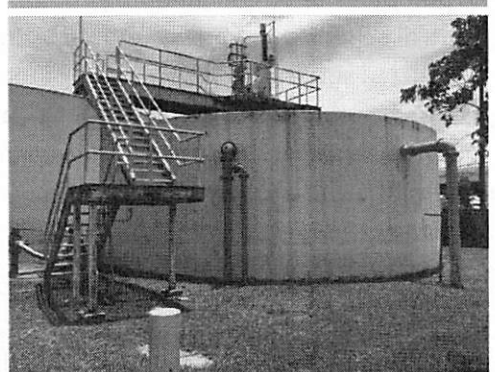
The majority of Black & Veatch's work at water treatment plants includes modifications or expansions of existing water treatment facilities. Our approach in these types of projects is a collaborative effort in both the planning and implementation phases. This involves working closely with both engineering and operations staff to ensure that treatment and operational goals are met, while still staying within defined project schedule and budgets.

One of the first components of treatment modification projects, particularly if it includes new facilities, is to review the long-term plan for the facility to ensure that any modifications made today are compatible with future modifications. This ensures that wise capital expenditures are made so they serve the plants both now and into the future. Another key consideration in the implementation phase is maintaining plant operations during construction to ensure that capacity and quality needs are met throughout the construction period.

Treatment Processes Relevant To The City

The City will benefit from our expertise with both conventional water treatment processes, as well as innovative/advanced technologies to meet all current and potential drinking water regulations, standards, and guidelines. Our experience covers all aspects of water treatment, including advanced water treatment techniques. Representative experience includes:

- Lime Softening
- Mixing, Flocculation, Sedimentation, Filtration, Disinfection
- Chemical Feed Systems
- Microfiltration/Ultrafiltration (MF/UF)
- Nanofiltration (NF)
- Reverse Osmosis (RO)
- Thermal and Chemical Brine Concentrate Reduction
- Ion Exchange (Conventional and Magnetized - MIEX)
- Granular Activated Carbon (GAC)
- Membrane Filtration
- Ozonation
- Air Stripping
- Ultraviolet (UV) Disinfection
- Advanced Oxidation Technologies



LOCAL EXPERIENCE

East Water Treatment Plant | City of Deerfield Beach, FL

Black & Veatch provided the City with engineering services to assist with identifying the major components of the existing lime softening accelerator requiring rehabilitation and then prepared the necessary engineering documents to specify such improvements. Black & Veatch worked closely with the City, Broward County regulators, the equipment vendor, and coating vendors to develop a bid package.

The rehabilitation of the accelerator was performed in a manner to allow for the WTP to continue in operation during the entire time the repairs were implemented with no interruption of water service to its customers. Once the City awarded the construction contract, Black & Veatch provided inspections services for the implementation of the rehabilitation by the contractor.

Pump Station Design

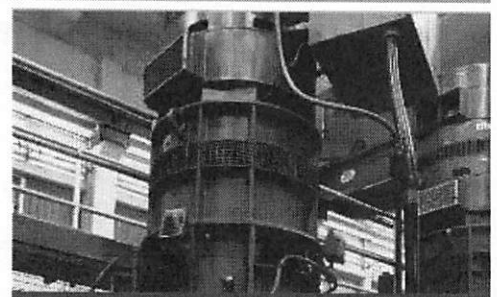
Black & Veatch brings experience and expertise in virtually every type of pumping condition, pumping equipment, piping size and material, control scheme, and power source. Additionally, we have successfully conducted surge analyses for many of these systems, including models to simulate surge conditions; field tests to calibrate the model; and surge control devices including surge anticipator valves, air/vacuum valves, control valves, tanks, flywheels, control systems, and other similar equipment.

Black & Veatch has designed all types of pumping stations as stand-alone projects and as integral components of treatment facilities. Our experience includes pump stations with different types of pumping equipment, including horizontal centrifugal, vertical turbine, axial flow, and submersible pumps; constant speed or variable speed capability. Black & Veatch pump stations designs provide maximum flexibility to allow for pumping over a wide range of capabilities. In addition, our designs include pump stations that resemble and are compatible with local aesthetics, each tailored to the particular capacity and head conditions of the project.

Black & Veatch works with utilities to develop tools to help operators reduce energy use at new and existing pumping stations. For example, we develop dashboards that help operators understand real time conditions and see on the same display on/off peak rate schedules and alarms of energy spikes to minimize demand charges.

TABLE 2. Pump Station Design Experience

Effluent Pump Station Evaluation; Miami-Dade Water and Sewer Department, FL	Evaluation of eight existing pumps (rated at 500 HP each) and whether they should be rehabilitated or replaced
Key West Dennis Street Stormwater Improvements; City of Key West, FL	New stormwater pump station
Dr. Phillips Master Pump Station PS 3151; Orange County Utilities, FL	New station; six submersible pumps 1,000 gpm each; electrical building, VFD, generator, odor control
Southwest Pump Station PS 3597; Orange County Utilities, FL	Design only; five submersible pumps 1,125 gpm each; rehab/expanded wetwell; new electrical building, VFDs, generator, and odor control
OCU South Water Reclamation Facility; Orange County Utilities, FL	Plant expansion to 56 mgd; multiple pumping systems; new electrical, VFDs, SCADA; generators
Hamlin Groves Trail Orange County Utilities, FL	Design complete. Designed for six submersible pumps at 3,000 gpm each, new station; four submersible pumps at 3,000 gpm each; electrical building, VFD, generator, odor control



LOCAL EXPERIENCE

Effluent Pump Station Evaluation | Miami-Dade, FL

Black & Veatch evaluated the effluent pump station at the 160 mgd AADF Central District Waste Water Treatment Plant (CDWWTP) to determine its ability to accommodate the expected increase in peak flows and reduction of overall average flows resulting from Ocean Outfall Legislation requirements.



Throughout the project Black & Veatch was committed and proactive towards ensuring that JEA's expectations exceeded. Based on Black & Veatch's extensive, successful track record of providing quality professional engineering, I would strongly recommend their services to other utilities."

- JIM CONNOLLY, PE
MANAGER, JEA

WASTEWATER QUALIFICATIONS

As part of its Central Regional Transmission System, the City operates the G.T. Lohmeyer Regional WWTP, which has a design treatment capacity of 55.7 mgd and provides high-purity oxygen, secondary wastewater treatment with five deep injection wells (DIW) for treated effluent disposal. Wastewater treatment plant services required by the City under this contract may include planning, design, and engineering services during construction (EDC) of wastewater treatment facilities. Specific tasks include:

- Updating the Capacity Analysis Report
- Renewal & Replacement planning and design
- Updating of the Large Users Annual Renewal and Replacement Requirement Analysis for the G.T. Lohmeyer WWTP

Black & Veatch is an international leader in planning, designing, and overseeing construction of facilities for the collection, treatment, reuse, and disposal of wastewater. We've designed thousands of treatment facilities or plant expansions that range from 0.2 mgd up to 1,000 mgd (Chicago's 1,200-mgd Stickney WWTP) for communities, government agencies, and industries around the world. In 2020, Black & Veatch was ranked seventh by Engineering News-Record (ENR) amongst the Top 25 Firms in Wastewater Treatment Plants. **The City of Fort Lauderdale will benefit from our comprehensive wastewater treatment capabilities and proven experience delivering innovative solutions that will result in increased efficiencies and cost savings through the optimization of its unit treatment processes. Black & Veatch will evaluate opportunities for the City to optimize its treatment processes and operations at the G.T. Lohmeyer WWTP and Regional System.**

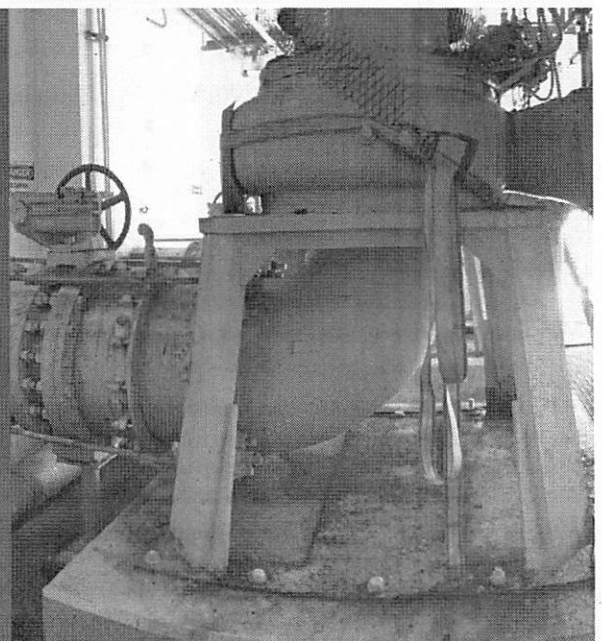
The City of Fort Lauderdale will benefit from Black & Veatch's leadership in wastewater engineering by receiving sound designs that accomplish the following:

- Satisfy regulatory requirements
- Meet project design criteria and functional requirements
- Do not conflict with other system objectives and future designs
- Are practical and implementable
- Consider value engineering recommendations
- Update existing engineering, operation and maintenance training documentation
- Are cost-effective and result in energy-efficient operations and maintenance

LOCAL EXPERIENCE

Richard A. Heyman Environmental Protection Facility (RAHEPF) Improvements | City of Key West

Black & Veatch designed improvements for additional treatment capacity at the RAHEPF. The project includes two aeration blowers with associated mechanical piping, the replacement of the existing 500-hp deep injection well, and instrumentation and controls components to increase redundancy at the facility. The blowers include new variable speed drives to improve energy efficiency during operations. The design also included major electrical upgrades for added reliability and redundancy of the electrical loads at the advanced wastewater treatment plant. A new switchgear and transformer replacement were also part of the design.



DISTRIBUTION SYSTEMS/COLLECTION SYSTEMS/PIPELINE QUALIFICATIONS

Black & Veatch has extensive experience providing comprehensive water system infrastructure design and construction, including conveyance systems (in plant and out of plant), effluent outfalls and well development, design and construction administration. Black & Veatch also provides a variety of services for collection systems, including master planning, regulatory compliance plans, sewer overflow control technologies, maintenance management programs, rehabilitation programs, and pipeline and facility inspections. Leveraging tools such as geographical information systems (GIS) and computer modeling are used to ensure the accuracy and efficiency of each project. Within the past three decades, **Black & Veatch has designed more than 20 million feet of pipelines and 180 thousand feet of tunnels across the United States.**

The City of Fort Lauderdale owns and operates the Central Regional Transmission System and the City Collection and Transmission System. The Central Regional Transmission System serves the large users of Wilton Manors, Port Everglades Authority, portions of Tamarac and unincorporated Broward County, Oakland Park, Town of Davie, as well as the City of Fort Lauderdale. The regional system includes the George T. Lohmeyer Regional Wastewater Treatment Plant (WWTP), Re-Pump Stations "B" and "E" and 23.5 miles of force mains connecting the re-pump stations to the G.T. Lohmeyer WWTP.

The City's collection and transmission system is comprised of a large, networked system of pipes that services the City's 38-square mile service area and includes the following infrastructure:

- 368 miles of gravity sewers
- 186 wastewater pumping stations
- 135 miles of pressurized force mains
- Three repump stations
- 10,247 sanitary sewer manholes and service laterals
- 900 force main valves

Black & Veatch will leverage our comprehensive wastewater collection capabilities to provide the City with system evaluations that will optimize the operation of the Central Regional Transmission System and the City's Collection and Transmission System. The City will benefit from these optimization evaluations by realizing cost savings from increased reliability, energy efficiency, and optimized collection system operations.



LOCAL EXPERIENCE

Regional Transmission System Master Plan | Broward County, FL

Constructed in 1974 and expanded periodically, the County's North Regional Wastewater System (NRWWS) has approximately 64 miles of force mains and 11 master pump stations.

Black & Veatch was selected to help the County prioritize capital funds to improve the transmission system. Using a risk-based approach to rehabilitate, repair or replace aging components in the system, the scope of work included:

- Hydraulic and transient modeling
- Identifying rehabilitation and repair projects
- Prioritizing based on risk future pipeline improvements
- Developing a comprehensive capital improvement plan (CIP)
- Preparing an emergency response plan

Linear Infrastructure

Our linear infrastructure experience includes pipelines that range in diameter from 6 inches to 144 inches using virtually every pipe material, including ductile iron, gray iron, pre-stressed concrete cylinder, PVC, steel cement-lined and coated pipe, and HDPE.

Many of our projects have been built in a wide range of soil and groundwater conditions and have required the use of procedures such as dewatering, piling, air pressurizing, and weighting to protect against flotation. We have extensive experience implementing special corrosion measures for highly corrosive soils.

Rehabilitation Experience

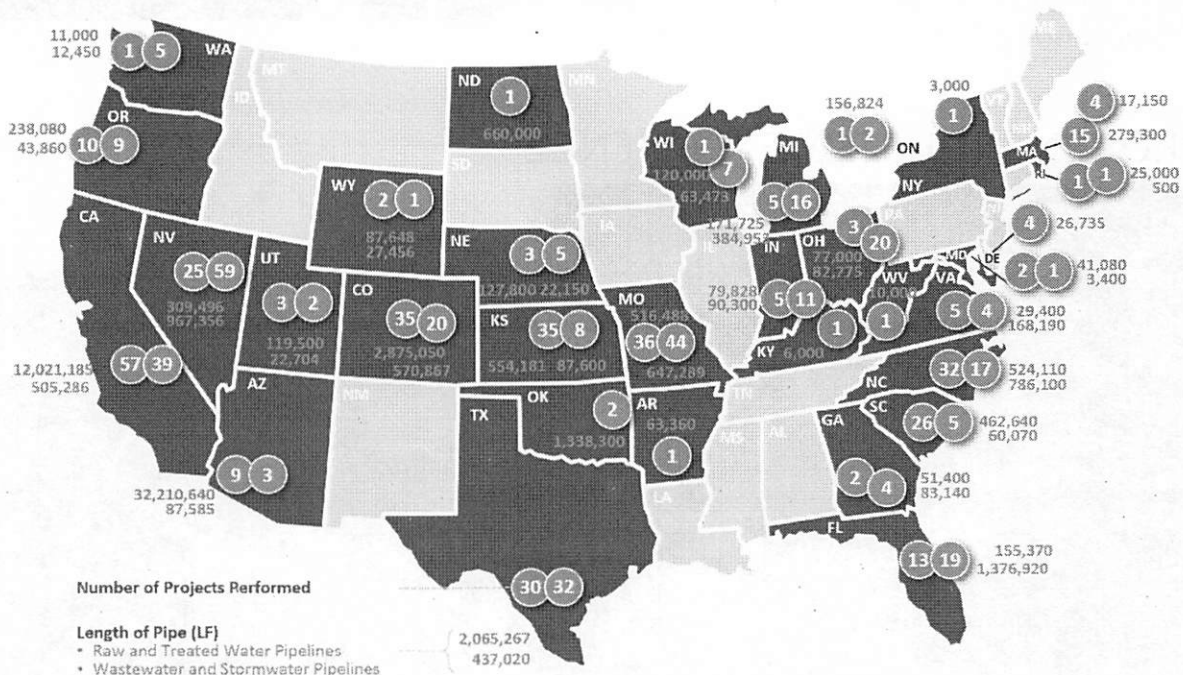
Black & Veatch offers a wealth of collection, distribution, and conveyance system rehabilitation experience. Our company has been investigating system conditions and designing the rehabilitation of damaged water and wastewater lines for more than 50 years.

We offer expertise in investigation, repair, and detailed design of collection, distribution, and conveyance systems. Black & Veatch rehabilitation designs have included all types of materials including vitrified clay, concrete, brick, fiber glass, cast iron, steel and polyvinyl chloride.

Lift Stations

Black & Veatch brings experience and expertise in virtually every type of pumping condition, pumping equipment, piping size and material, control scheme, and power source. Additionally, our team possesses in-depth experience with the design of wastewater lift stations that manage grit and solids in the system and provide odor control technologies to minimize impact on the neighborhoods.

PROVEN INDUSTRY EXPERIENCE



Utility Systems Hydraulic and Transient Modeling

Infrastructure modeling and planning is a core competency at Black & Veatch, and has been for decades. We are industry leaders when it comes to the best practices of analyzing distribution systems throughout the country and are involved with authoring many of the manuals and guidelines used in the water industry. We understand distribution system hydraulics and provide world class services and solutions to clients.

Black & Veatch has completed hundreds of water system models and master plans throughout the country, Florida, and South Florida, including Broward and Miami-Dade County.

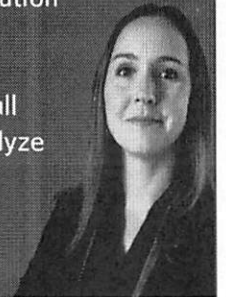
Hydraulic modeling in Florida and other coastal communities in the Southeast has its nuances. Elevations are typically flat requiring numerous pump stations and force mains manifolded together and pumping against each other. There is increased inflow & infiltration (I/I), seasonal groundwater infiltration (GWI) contributions, and large/lengthy storm events which can make flow characterization more complex. The Black & Veatch Team for this project has a long history of hydraulic modeling in Florida, as illustrated in the map below, and a comprehensive understanding of these nuances.

ACCESS TO OUR LOCAL HYDRAULIC MODELING EXPERT

AMANDA SCHWERMANN, PE

Amanda provides our clients with surge modeling and condition assessment experience to develop comprehensive capital improvement recommendations that balance capacity and risk/condition needs. She is the technical lead for the implementation of the master plan and update to the hydraulic model for Broward County's regional transmission system.

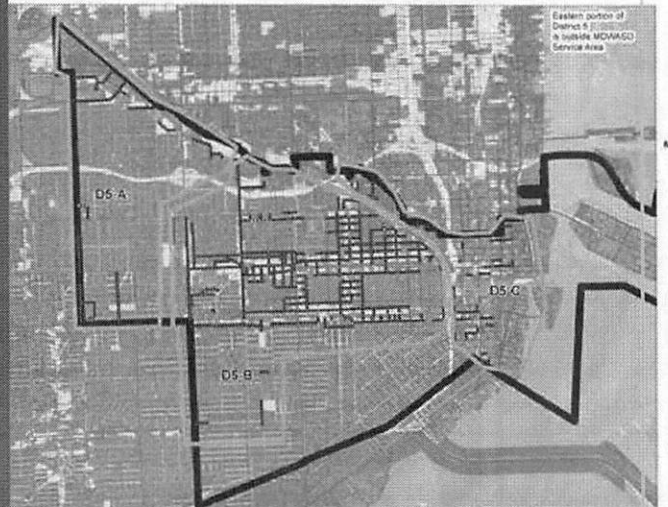
Amanda is extremely knowledgeable of the nuances of Florida water distribution systems, wastewater collection systems, and reclaimed water distribution systems. She uses all of the standard software to analyze capacity, energy optimization, water quality, and I&I concerns.



PROVEN INDUSTRY EXPERIENCE

Miami-Dade Water and Sewer Department, Florida

MDWASD engaged Black & Veatch to provide a plan, including planning level cost estimates and project schedules, to proactively upgrade the deficient local distribution system in non-residential areas to meet current system standards as a way of encouraging economic development and to provide a more reliable distribution system that meets non-residential fire flow needs. The plan used MDWASD's water system model in InfoWater and their integrated GIS to identify deficient infrastructure and to provide a plan to upgrade water service to commercial and industrial areas which included proposed funding in the water and sewer five-year capital program.



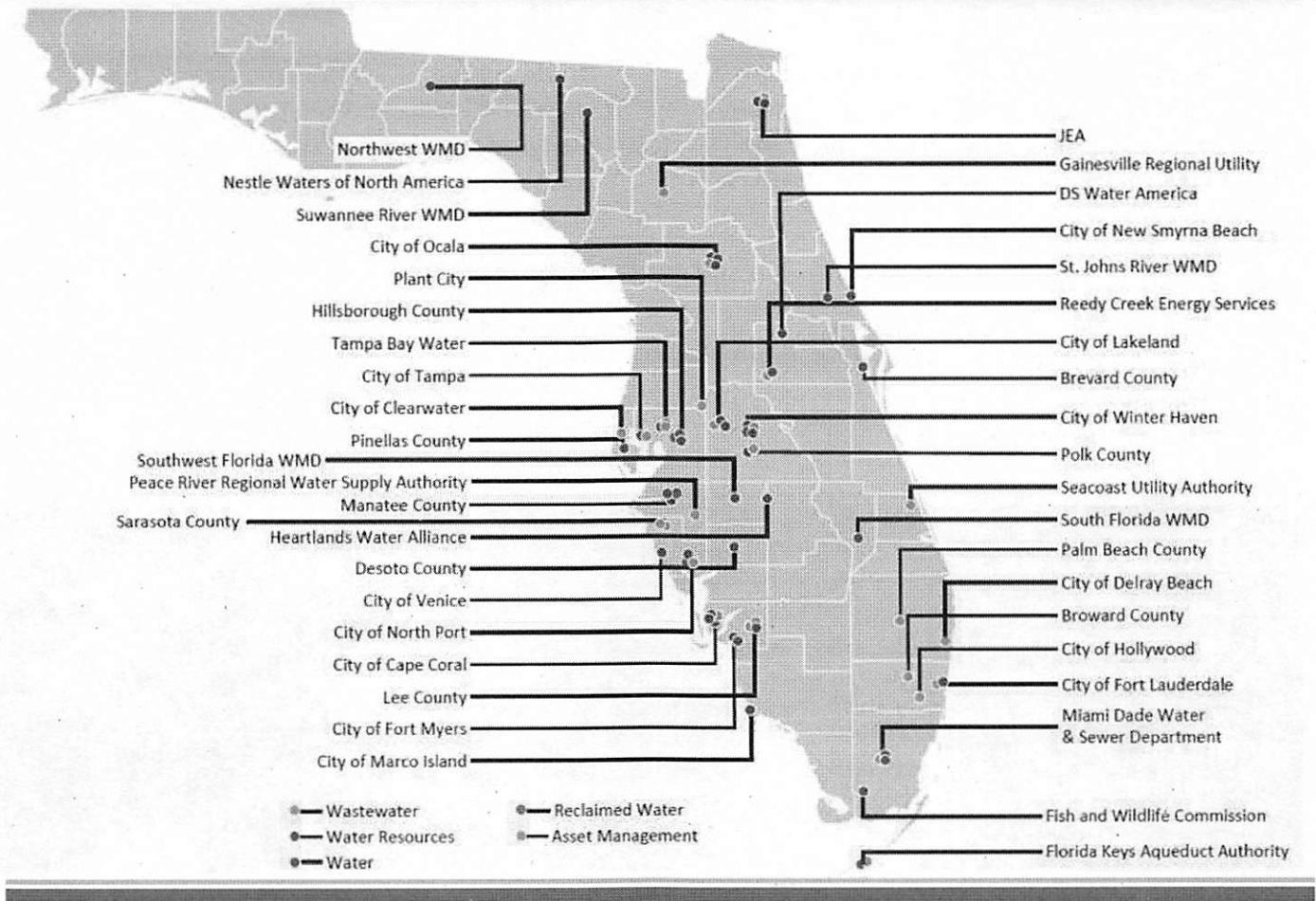
Cityworks, Asset Management, and Planning

The City will benefit from Black & Veatch's asset management expertise, including the use of Cityworks to optimize the life cycle of its water, wastewater, and stormwater infrastructure assets. We are a proven implementer of Cityworks, and the City will receive a design that considers the integration of the system improvements into the Cityworks database for life cycle asset management after project completion.

Infrastructure planning and asset management are some of the most valuable activities undertaken by our clients. As our nation's stormwater, water, wastewater, and reclaimed water systems continue to age and deteriorate, and new performance standards and regulations are established, a comprehensive planning approach that focuses on optimizing a system's performance, cost, and risk is more important than ever.

Black & Veatch has completed hundreds of asset management, master planning, and hydraulic modeling projects for utilities throughout the United States and has pioneered the development and use of dynamic and interactive planning tools to support these efforts. While each water system is unique, many face similar challenges and have the same primary goals of providing a safe, reliable, and affordable service for their communities. Our team leverages the experience gained from supporting numerous water utilities throughout Florida and the United States to deliver decision support tools to our clients that are implementable and optimized to meet your needs.

Black & Veatch's Experience with Stormwater, Water, Wastewater, Reuse, Water Resources, and Asset Management across Florida



B STORMWATER ENGINEERING

The City will benefit from Black & Veatch's comprehensive stormwater solutions team that is nationally and globally recognized for its ability to deliver cost-effective, integrated solutions for projects and programs large and small.

Our national team successfully blends engineering and science in water resources management – as well as decades of experience solving communities' most complex stormwater challenges – to provide a full spectrum of expertise across the entire project lifecycle.

We leverage our experience and lessons learned to tailor solutions that simultaneously provide multiple complementary benefits, including flood protection,

water quality improvement, water reuse, ecological benefits and recreational/educational opportunities while optimizing life-cycle costs and providing operational flexibility. Our vision is to provide comprehensive water resource capabilities and a collaborative approach for the planning, design and construction management of solutions that support our clients' missions and objectives.

INDUSTRY LEADERSHIP

About Black & Veatch's Stormwater Team

- Leveraging broad expertise in watershed-scale planning and strategic resource management in leading development of the first comprehensive One Water master plan in the Southeastern U.S.
- Completed the Sea Level Rise and Resilience Strategy for Charleston, SC, one of the oldest cities in the U.S.
- Delivered significant national and global award-winning projects, including Echo Park Lake, an international ASCE finalist for Outstanding Civil Engineering Achievement, and Lake Lenexa, and American Crown Community Award winner.

In addition, Black & Veatch Staff:

- Led engineering design of the first major wetland treatment system in Florida, designed to treat wastewater effluent. The 1,200-acre system was designed to provide advanced nitrogen removal and now provides a unique opportunity for public use, research, and education.
- Led the planning and implementation of one of Florida's first potable reuse pilot projects, pureALTA, which uses a state-of-the-art treatment train designed to purify water beyond current drinking water standards.

OUR SERVICES

Our services have included funding and financing, peer review, studies and planning, preliminary and final design, construction phase services, and/or collaborative delivery on a wide variety of stormwater projects undertaken across the U.S. and abroad. In addition, our offerings have spanned from localized projects to state- and regional-scale programs.



C TRANSPORTATION ENGINEERING

The safe and efficient movement of people, goods and vehicles is the focus of our traffic and transportation engineering practice. Because our team understands that traffic relates to, is impacted by, and itself affects other facets of development, our team provides a holistic approach to solving and providing insight into traffic engineering challenges that can be typical of our region.

Our team will incorporate ideas such as multi-modal solutions, intelligent transportation systems, and complete streets into traffic and transportation designs, studies and analyses that effectively optimize transportation solutions. Whether designing to maximize on-site parking, performing analyses to determine traffic patterns or preparing signal plans, our team focuses on providing solutions that address the needs of each task work order.

Our approach ultimately yields professional, reliable and cost-effective results that allow our clients to meet all of the goals and regulatory requirements essential to the successful completion of their projects.

Our team can provide a wide range of transportation engineering solutions including but not limited to:

- Roadway Design and Drainage
- Traffic Engineering Studies
- Traffic Signal Timing
- Signing and Pavement Marking
- Lighting
- Signalization
- Channelization
- Subarea/Corridor Planning
- Land Planning/Engineering
- Transportation statistics
- Utility Coordination
- Public Involvement

D STRUCTURAL ENGINEERING

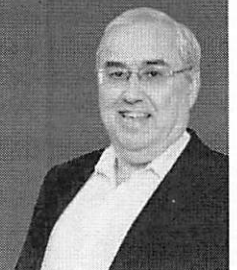
Black & Veatch has extensive experience with structural engineering and design encompassing structural repairs, rehabilitation, and replacement. **Our structural engineering group holds professional engineering registrations in 46 states, including Florida, and have a range of experience in concrete, steel, masonry and timber construction.** These professionals are well versed in various methods of project delivery and continually are involved the improvements and repairs on a variety of facilities. Our team is focused on delivering customized structural packages to meet the City's specific standards.

Black & Veatch has experience providing erection drawings, fabrication drawings, bills of material, point-to-point bolt lists, and field assembly lists. Our team has worked with clients across Florida and the U.S. to address structural analysis and improvements, rehabilitations and repairs to maintain plant reliability, support and foundation design, site plans, permitting, and construction support.

DECADES OF EXPERTISE AND FAMILIARITY WITH THE CITY

Roberto Rubio, PE

HBC's Roberto Rubio has over 31 years of experience and is well-acquainted with Construction Support Services as a Structural Engineer and has been involved in developing repair procedures for prestressed Florida-I Beams damaged during transportation and installation on bridges. He has been involved in the update of FDOT specifications and the PCI Journal final plans design and specifications. He has been the Engineer of Record (EOR) for many projects, such as post-design services for repair services of different facilities, such as bridges, seawalls, and docks.





ENVIRONMENTAL ENGINEERING

The City will receive comprehensive, sustainable urban planning solutions for its stormwater and wet weather infrastructure needs. Our inter-disciplinary team has developed successful green stormwater infrastructure (GSI), stream restoration, and sustainable planning projects across the country.

Our experience includes design, program management, construction oversight, and maintenance considerations. Our team of local and national experts is highly motivated to create innovative solutions to revitalize communities, reduce flooding, improve water quality, restore natural resources, and integrate nature based solutions to elevate climate resiliency.

Our services enable the City to:

- Create integrated, watershed-based plans that provide alternatives to expensive replacement and rehabilitation of aging infrastructure
- Meet regulatory requirements by leveraging cost-effective and multi-benefit sustainable solutions
- Maximize stormwater capture and infiltration potential while providing a water quality benefit
- Provide neighborhood amenities and green space while meeting multiple community-based objectives
- Maximize the amount of state, federal, and other alternative financing sources
- Prepare for long-term operation and maintenance

Our team has experience implementing green infrastructure into site development projects, transportation corridors, and infrastructure retrofits. This experience includes mixing GSI solutions alongside traditional stormwater management to find the right balance for our clients between cost, water quality improvements, stormwater retention, and public acceptance. Typical GSI features in our approach include:

- | | |
|---------------------------|----------------------|
| ■ Bioswales | ■ Subsurface Storage |
| ■ Permeable Pavement | ■ Rain Gardens |
| ■ Bioretention Facilities | ■ Stream Restoration |

Our team's local experience, coupled with access to our national stormwater and green infrastructure expertise, will guarantee the City a positive outcome from project conception to final implementation.

ACCESS TO OUR LOCAL GREEN INFRASTRUCTURE EXPERTISE

Reed Blochberger, PE

Reed is experienced with Green Infrastructure, particularly for Florida. With 10 years of experience in drainage infrastructure design, H&H modeling, and watershed planning, Reed understands how Green Infrastructure plays into the larger picture of stormwater management. He brings local expertise in drainage infrastructure evaluation. His project experience includes H&H modeling, floodplain analysis, storm drain design, scour calculations, drainage master plans, site drainage, dam EAP updates, drought planning, and reservoir operations.



ECHO PARK PROJECT

Our award-winning Echo Park project demonstrates the commitment that Black & Veatch has to developing high-quality, sustainable designs that are an asset to the community and water resources.

F & G SURVEYING AND MAPPING SERVICES/ PHOTOGRAMMETRY AND REMOTE SENSING

Survey data is collected using a wide variety of equipment from traditional levels and total stations, GPS units, static and Terrestrial Mobile LiDAR (TML) scanners and the Hydrone, a remote controlled boat used for hydrographic surveys. The final surveying and mapping deliverables are provided in AutoCAD or MicroStation files.

Subsurface Utility Engineering (SUE) - Our team, through KEITH, will provide the City the ability to research, locate, and map subsurface elements in an accurate method to provide a thorough understanding of what lies beneath. Primarily the intent is to coordinate existing utility locations; however, the team might also locate foundations, buried tanks, and other unknown underground elements. Through use of Ground Penetrating Radar (GPR), test holes, and other exploration techniques the data collected can be invaluable to coordinating any development project.

Utility Coordination (UC) - Our team will coordinate with the utility agencies throughout Florida. Typically, these agencies include Florida Power and Light (FPL), TECO, Comcast, AT&T, Verizon, and similar power, communication, TV Cable, fiber-optic, and gas companies.



Our team will ensure that the record drawings and proposed design plans from utility owners will be reviewed from the start and coordinated through development phase and the construction process.

Photogrammetry and Remote Sensing - The KEITH Team understands the practices of establishing solid ground control targets and obtaining supplemental data with obstructed areas. For example, KEITH completed a 4,000 acres survey using photogrammetry with a maximum of 6" pixel, georeferenced, and with color imagery.

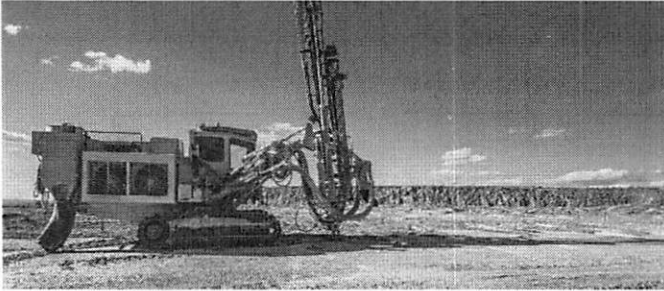


Black & Veatch has developed a close rapport with our staff and offers complete access to all Black & Veatch staff and experts. This policy allows City staff to solicit and receive quick feedback and responses when questions or new tasks arise. Thus, the City is able to make confident and well-informed decisions based on Black & Veatch's recommendations input. Based on their performance on this contract, I would not hesitate to recommend Black & Veatch to other utilities."

- JOHN BANKS, PE, CIP MANAGER | CITY OF VENICE

H GEOTECHNICAL ENGINEERING

Black & Veatch's Geotechnical professionals specializes in comprehensive geotechnical evaluations, design, and construction support through recommendations that focus on the lowest installed cost.



Our local geotechnical professionals, which also includes our team member, QuEST, will provide site investigation, slope stability assessment, sinkhole assessment/remediation, and recommendations for facility siting.

Geotechnical scope for begins very early in the project and includes the following services:

- Construction support, including geologic studies.
- Preliminary and detailed design subsurface investigations
- Geophysical data collection
- Geologic hazard assessment
- Seismic hazard and ground response analysis
- Foundation design recommendations
- Geotechnical modeling
- Geotechnical construction considerations
- Groundwater and contaminant transport studies
- Design of combustion waste facilities
- Static and dynamic site stability evaluation
- Ground improvement remediation works

I COASTAL ENGINEERING

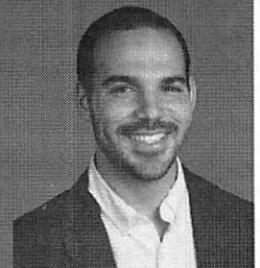
Black & Veatch designs sustainable projects for drainage, estuarine, and coastal environments and help coastal communities adapt to climate change. We work closely with developers and planning authorities to protect people and property, guard habitats, and safeguard the wider environment.

The Black & Veatch team brings the City the experience and knowledge of coastal resilience. **Our team examines risks and solutions through an 'Adaptive Capacity' framework. This means that any action must not only improve the resilience of a community but must also make financial sense to ultimately improve a community's ability to adapt.** Our team is a part of the Business Case for Miami Beach's Stormwater Resilience Program and the Business Case for Resilience in Southeast Florida. South Florida's unique challenges with regard to sea level rise, including storm surge, porous limestone, leaching septic tanks, ecosystem health, and an aging regional flood control system, create a complex web of interconnected systems that must be considered fully to effectively and responsibly implement any project.

RESILIENCE EXPERTISE

Michael Antinelli, PE

Brizaga's Michael Antinelli, PE serves as the Chair of the Committee on Resilience and Sustainability for the American Society of Civil Engineers, Florida Section. Michael served as a member of the "Living with Water" work group as part of the Rockefeller Foundation's 100 Resilient Cities and serves as the Co-Chair of the South Florida tri-county chapter of Coasts, Oceans, Ports and Rivers Institute (COPRI) within ASCE.



J WATER RESOURCES ENGINEERING

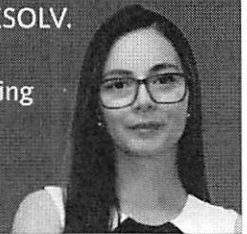
Our clients have access to our vast amount of Florida-wide and local hydrogeological experience and expertise in water resources engineering and hydrogeologic services. Our professionals have planned and implemented projects, including groundwater supply development from surficial and Floridan aquifers, surface water treatment and supply systems, reservoirs, aquifer storage and recovery, and concentrate and effluent injection wells, including the deepest wells constructed in Florida. Our team has participated in numerous well siting, wellfield design, and resource planning projects and has significant experience in providing water resource evaluations and sustainability planning to manage groundwater resources.

Black & Veatch's expertise has been utilized to conduct negotiations and resolutions with the U.S. Environmental Protection Agency, along with state and local regulatory compliance issues. This experience, coupled with our professionals' technical resources and unparalleled understanding of the local geology, makes it possible for them to support utilities on a wide range of alternatives for their hydrogeology projects.

ACCESS TO OUR LOCAL HYDROGEOLOGY EXPERTISE

Anamaria Sarmiento, PG

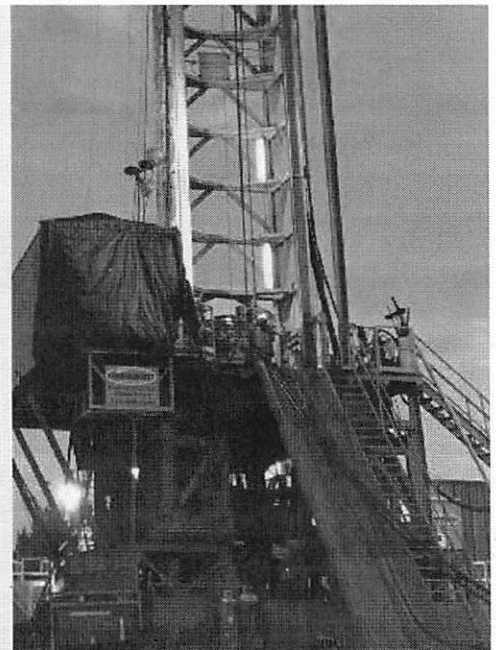
Anamaria holds a Bachelor of Science in Geoscience and has nine years of experience which includes drilling/test pit exploration oversight, deep injection well and monitoring well installation, hydraulic testing, and multimedia sampling at public works facilities. She also has experience in construction coordination which involves providing oversight at project sites to assess feasibility, monitor progress, and/or ensure conformance. She is skilled in data collection and analysis, GIS, and AQTESOLV. She has excellent geological knowledge and critical thinking abilities for investigating water resources.



MARKET LEADERSHIP IN HYDROGEOLOGY

Miami-Dade Water and Sewer Department, FL

Black & Veatch was contracted as a subconsultant for the Miami Dade County Water and Sewer Department (WASD) to provide specialized hydrogeologic consultant services for the planning, design, permitting, procurement and construction of injection wells at WASD wastewater treatment plants. Ed Rectenwald, PG, our Hydrogeology Project Manager for this contract, is supporting Miami-Dade WASD with the design of 14 new Class I deep injections wells at multiple wastewater treatment facilities. Ed has successfully managed and delivered wellfield construction and expansion projects and ASR system construction and has also effectively led Class I and Class V injection well-facility construction teams on numerous projects.

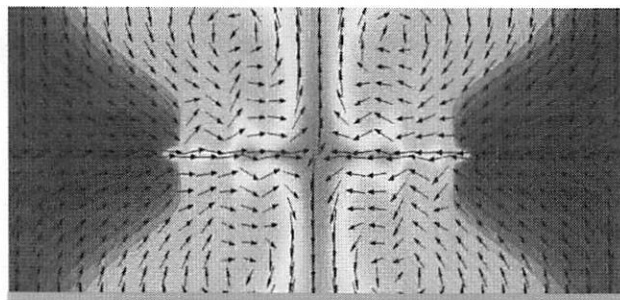


Groundwater

Black & Veatch has structured a seasoned team of professionals with an established record of past experience in groundwater modeling to support the City. **Black & Veatch hydrogeologists have extensive experience in using a wide variety of groundwater modeling software to simulate groundwater flow, fate and transport of contaminants, saltwater intrusion and injected/recharge water migration and ultimate aerial extent.** Our team's groundwater modelers have a robust understanding of local Florida hydrogeology and access to numerous USGS, FDEP, FGS, and consultant reports and data to build and calibrate models to steady-state, transient solute transport, density-dependent flow conditions, and Wellfield Optimization in adherence to ASTM and Bureau of Land Management guidelines. Black & Veatch has successfully used groundwater models to justify new, increased and renewed Water/Consumptive Use Permits in Florida.

Black & Veatch team has developed and applied groundwater models on regional, subregional, and local scales. We have used these models to evaluate (in both steady-state and transient [time varying] situations) existing groundwater and surface water resources, impacts to a groundwater, surface water resources and existing wells from installation of proposed production wells, ASR well operation and recovery efficiency and potential for upward migration of injected water.

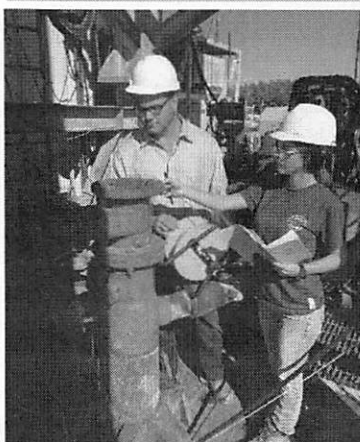
In conjunction with a groundwater flow model, we can apply state-of-the-art transport and density-dependent models to analyze the migration of recharged water,



SEAWAT is a generic MODFLOW/MT3DMS-based computer program designed to simulate three-dimensional variable-density groundwater flow coupled with multi-species solute and heat transport. The program has been used for a wide variety of groundwater studies including brine migration in continental aquifers, saltwater intrusion in coastal aquifers, and solute-transport modeling in coastal areas such as Fort Lauderdale.

contaminants or saltwater to determine if and/or when they may impact groundwater supply wells or vertically adjacent aquifer zones.

Solute transport modeling is important in Florida, due to the potential for lateral and vertical migration of saltwater into freshwater aquifers. To accurately simulate flow and water levels in an aquifer system that degrades from freshwater to saltwater, density-dependent flow must be accounted for. Our team of groundwater modelers have extensive experience in Florida using density-dependent model software (SEAWAT2000 and MODFLOW-SURFACT) to assess lateral and vertical saltwater migration, impacts to production wells, and the potential for injected water upward migration.



LOCAL EXPERIENCE

Miami-Dade County, FL

Anamaria's hydrogeologic experience includes permitting, design, construction and testing oversight of Class V exploratory wells and rehabilitation of deteriorated wells. She was the field geologist providing oversight during the construction of a 10,000 feet below land surface Class I Industrial Injection Well in Miami-Dade County.



HYDROLOGY AND HYDRAULIC ENGINEERING

Modeling and Analysis

Team personnel have combined scientific research and applied engineering concepts to develop models that address the effects of both simple as well as complex environmental processes. Our experience is inclusive of fundamental tasks such as monitoring, data research and interpretation, field reconnaissance, surveying, and interviews with local citizens. We have studied and analyzed a wide variety of system types, from small stormwater management systems to large-scale regional watershed and lake diagnostic/restoration projects. We maintain a comprehensive library of hydrologic/hydraulic computer software that our experts use routinely to solve a variety of water related problems. Some of the models our team uses on a routine basis include:

Surface Water - Event and Continuous Simulation

- HSPF
- ICPR4
- SWMM
- EFDC
- CE-QUAL-W2
- QUAL2K
- WASP
- BathTub
- XPSWMM
- HEC-HMS
- SWMM
- QUAL2KW
- QUAL2E
- LAKE2K
- LoadEst

Water Quality Modeling

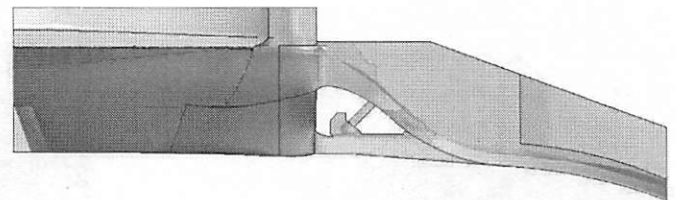
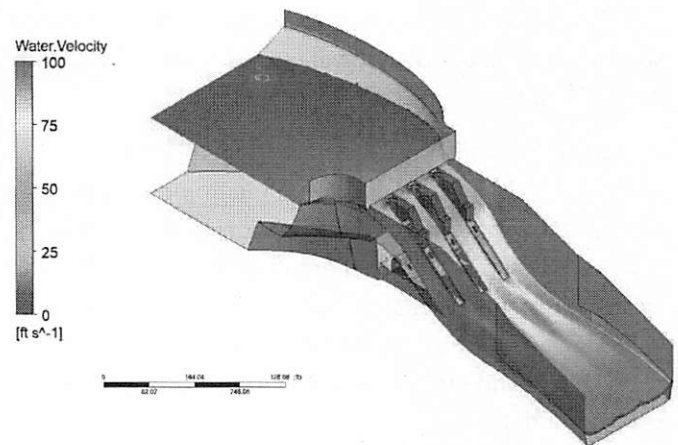
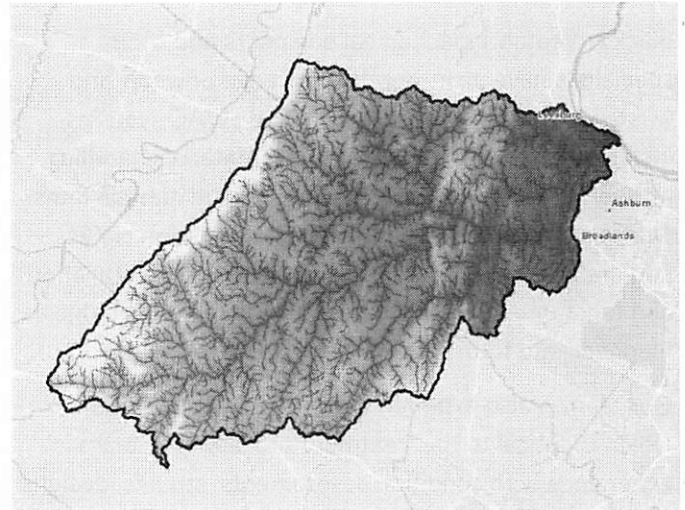
- HSPF
- WASP
- CEQUAL
- QUAL2EU
- PRZM
- EXAMS
- BASINS
- SWMM
- WAM

Groundwater Only

- GMS MODFLOW
- AQTESOLV
- GFLOW
- Groundwater Vistas
- Visual MODFLOW

Hydraulic/Water Surface Profile

- EXTRAN
- HEC-RAS
- FLOW2D
- STWAVE
- ACES
- TUFLOW
- EFDC
- CE-QUAL-W2
- ANSYS CFD
- VisualPlumes
- CORMIX



Integrated Modeling

- MikeSHE and Proprietary spreadsheet models

Watershed

- LSPC
- HSPF
- WAM
- GWLFe
- MapShed
- STEPL
- ICPRv4
- BASINS
- P8
- PCSWMM
- EPASWMM
- InfoSWMM
- Mike Urban
- Infoworks ICM



MECHANICAL ENGINEERING

Black & Veatch's mechanical engineers and MEP specialists have an in-depth knowledge of water and wastewater facilities mechanical and HVAC systems, including plumbing, process piping, materials handling, refrigeration, industrial ventilation, and utilities systems. Our team's mechanical engineers commission HVAC and fire protection systems to assure proper installation and function and incorporate the acquired knowledge as feedback into future analysis and design.

Our team is also experienced with blower operation, which is critical to the treatment process. Our team is experienced with condition assessments, studies, designs, and more for mechanical systems.

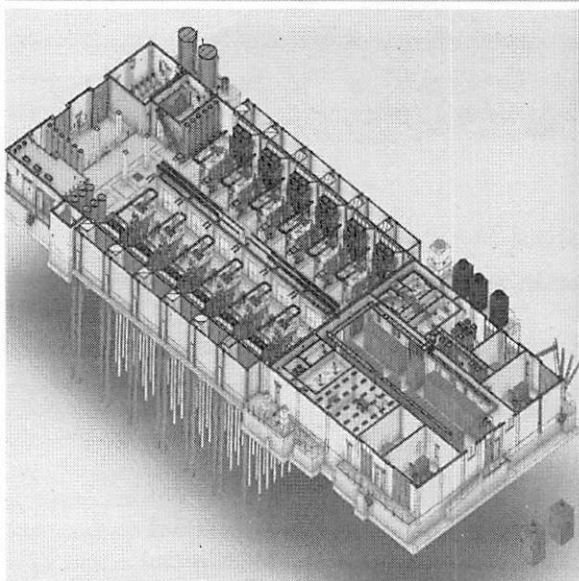
The City will benefit from recommendations of the best suitable technologies that will optimize the efficiency of its equipment.

Based on the evaluation and findings in the steps above Black & Veatch will provide recommendations to achieve the City's project goals and develop a capital plan for phasing and implementation. In addition to the assessments discussed in the steps above, we will incorporate and address operations impacts to each facility and other equipment in the facility in our recommendations.

MECHANICAL EXPERTISE

Michele Roth, PE, LEED AP, ENV SP

Black & Veatch's Michele Roth has experience in the design and task leadership of various mechanical systems, including heating, ventilating, and air conditioning (HVAC), odor control, plumbing, and dehumidification systems for many wastewater treatment and collection system facilities. Her diverse experience covers the application of these systems for administration buildings, laboratories, maintenance facilities, chemical areas, pumping stations, process areas, battery rooms, tunnels, and substation control buildings. She has been involved in condition assessments, studies, designs, building energy models, and reports for existing treatment plants and associated facilities.



MECHANICAL PROCESS DESIGN

South District Wastewater Treatment Plant Miami-Dade Water & Sewer Department

Black & Veatch is responsible for the mechanical process design of the generators required to provide the 20MW plant demand, the air permitting associated with those generators, and the electrical design (> 480V) including the primary power distribution planning. During development of the design, the project scope was amended to also include the design of the rehabilitation of six substations, the conversion of seven existing generators from diesel only to dual fuel units, and the addition of a diesel exhaust fluid production area with storage.



CONSTRUCTION ENGINEERING AND INSPECTION

Black & Veatch is not only a consulting and design firm; we are also a construction company. The City will receive a design with strong constructability considerations so it can be built effectively, as well as having access to our comprehensive construction phase services for successful construction delivery, including:

Construction Cost Estimating

As a leading contractor in the water and wastewater industry, over half of our company's project volume comes from design-build projects. The resulting expertise and available estimating tools and resources enable us to develop accurate construction cost estimates to support the budgeting process.

Bidding Phase Services

Black & Veatch routinely administers the advertising of construction contracts and will help receive competitive bids from qualified contractors and timely award of the contract. We will help maximize the competition on projects, and recommend the bid providing the best value.

Construction Phase Services

A full array of field and office related construction services can be provided to ensure that the construction work is being carried out in accordance with the contract. Following construction, we will prepare record drawings to document changes that occurred during construction.

Construction Management

Our Team offers a combination of proven construction management experience and technical excellence to drive its projects through construction to successful startup and operation. Black & Veatch manages projects in a manner that provides our clients with control of project safety, cost, schedule, and quality using Black & Veatch's integrated construction management system and experienced engineers and construction personnel.

Construction Cost Estimates

Accurate construction estimates are a key element that will help the City of Fort Lauderdale properly budget and control project costs as the designs progress. In addition to being a design firm, Black & Veatch is also a leading contractor in the water and wastewater industry. The resulting expertise and available estimating tools and resources enables us to develop accurate construction cost estimates to support the budgeting process.

The City will receive Cost-Effective Design Solutions and Accurate Construction Cost Estimates. We will do this by:

Leveraging our Florida-based construction estimators to develop estimates that can be used to balance beneficial project features with our clients' construction budgets.

Utilizing our experience as a construction company to engage professionals in constructability reviews to ensure the proposed design solutions are practical and can be built, minimizing the potential for change orders.

Utilizing our Florida-based operations Team to deliver cost-effective designs that promote safety and ease of operations and maintenance.

Following Black & Veatch's established design and quality assurance and quality control procedures and performing regular project quality audits to ensure compliance with all quality procedures.

Providing independent project quality reviews and verification of the project deliverables.

COMPREHENSIVE SUMMARY OF PROJECT MANAGERS

The City will have immediate, 24/7 access to a responsible team who will ensure successful delivery of all projects, as well as a responsive, local Project Manager in Isabel Botero, PE who has experience delivering similar projects and a strong value of accountability.

Key to fulfilling the City's project objectives is a team that understands the technical, regulatory, financial, and operational requirements of effectively managing multiple project tasks.

PROJECT MANAGER

Isabel Botero, PE

Passionate Technical Leader, Collaborator, Connector, Communicator, Detail-Oriented, Local Expertise



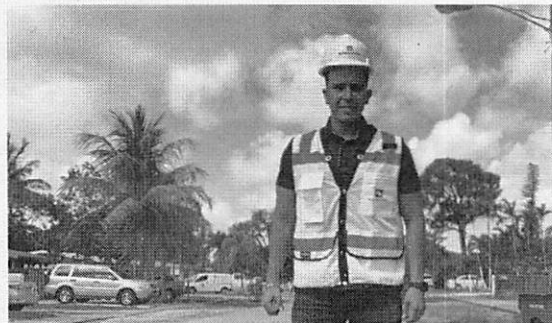
Isabel has more than 20 years of experience as a civil/environmental engineer working on water and wastewater treatment facilities. For the last 21 years, she has been delivering general water/wastewater professional A/E services to mid- and large-sized utilities in Southeast Florida. With extensive experience in wastewater treatment and disposal systems and a current presence working at the North Regional Wastewater Treatment Plant (NRWWTP) in Pompano Beach, **Isabel brings an in-depth knowledge of regional facilities and systems.** She has demonstrated the ability to deliver on-call task orders based on past success with Broward County and similar municipal clients.

As Project Manager, Isabel will lead the specific tasks under this Civil Engineering Continuous Services contract to help ensure timely and efficient completion so that City facilities consistently achieve regulatory goals with improved system operations and resiliency. Isabel will provide attentive and responsive service to the City and ensure successful delivery of all projects under this contract.

ENGINEERING MANAGER

Carlos Ortega, PE

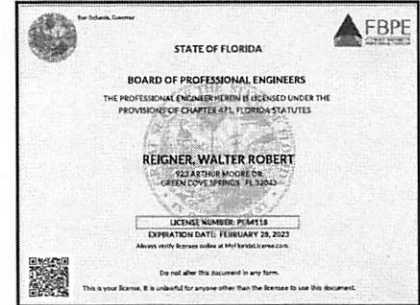
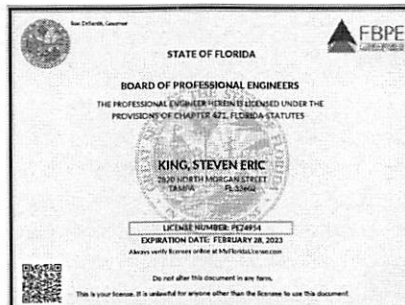
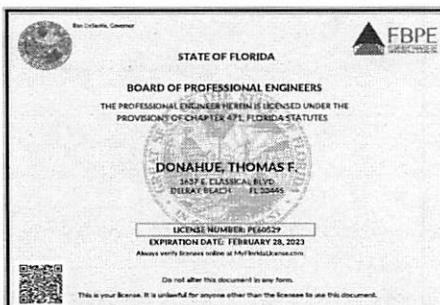
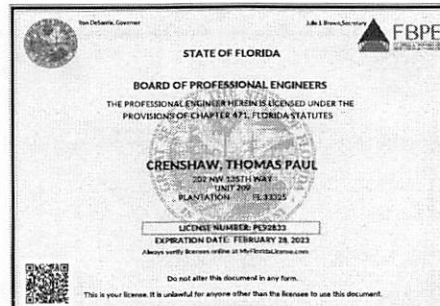
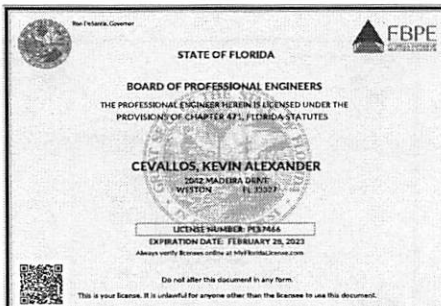
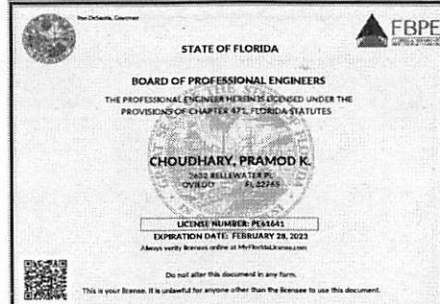
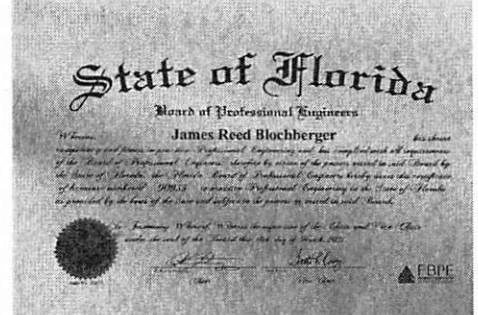
Project Design, Client Coordination, Local Expertise

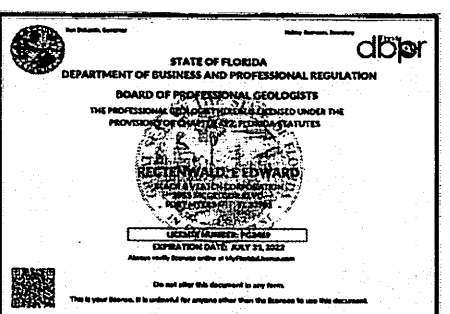
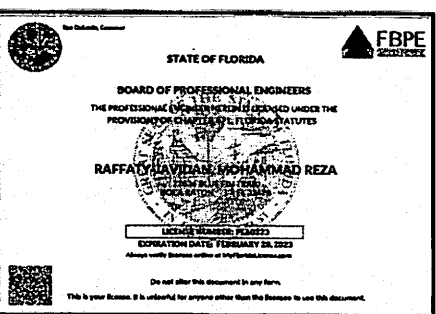
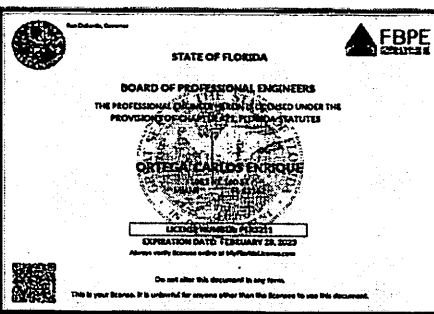
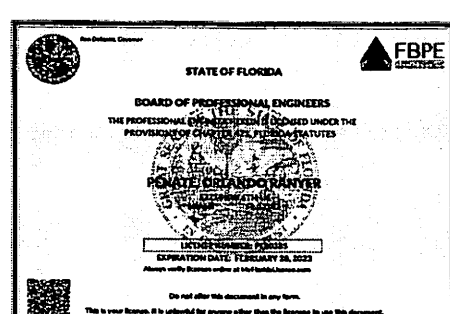
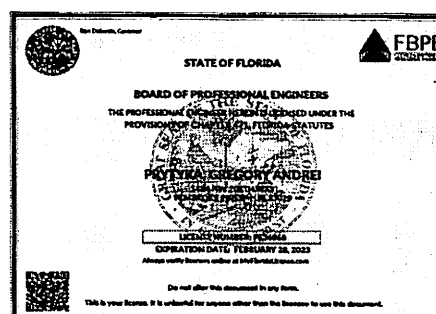
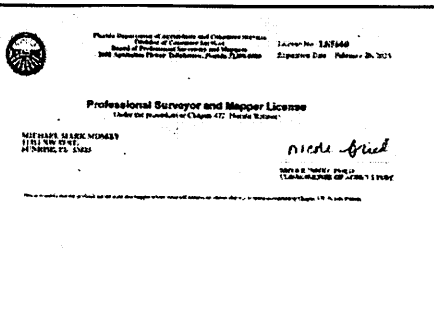
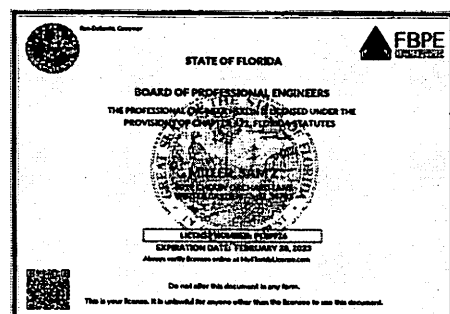
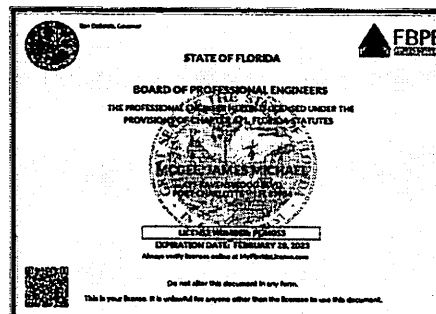
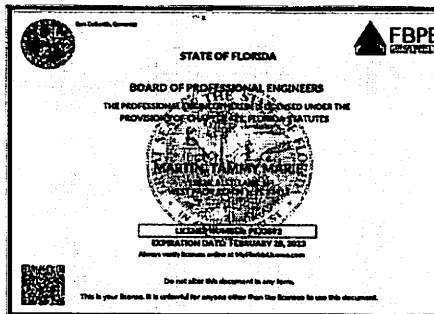
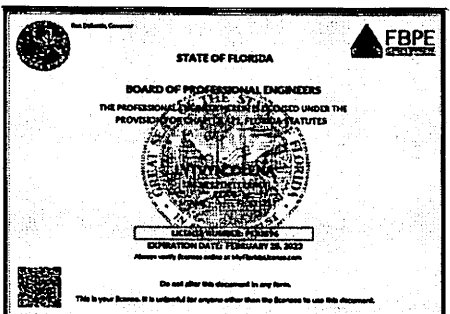
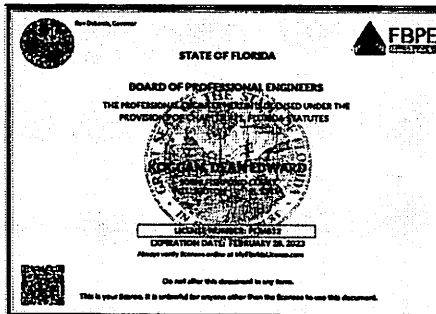
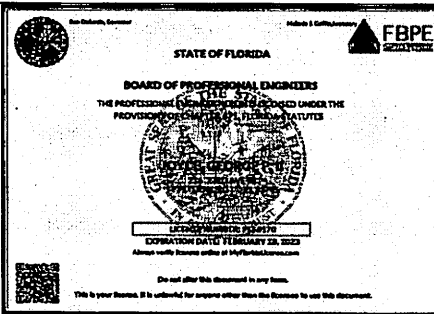
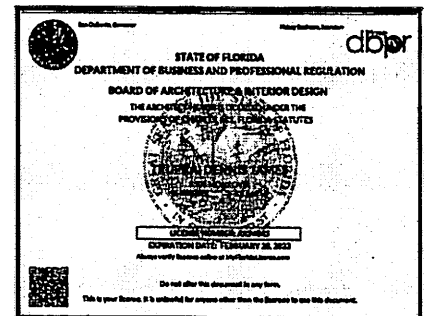
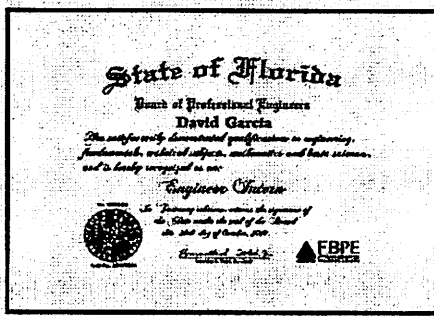


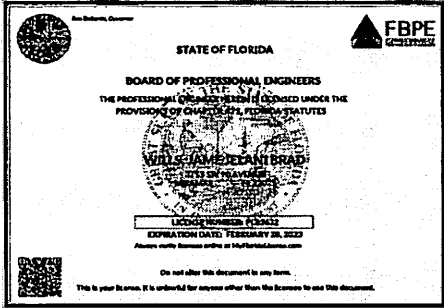
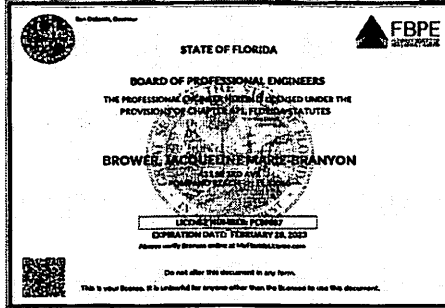
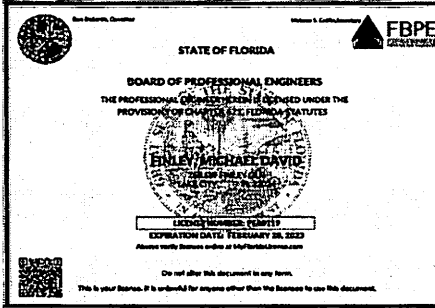
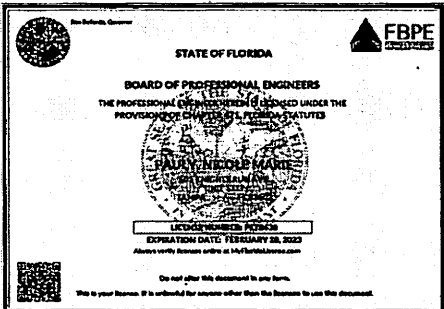
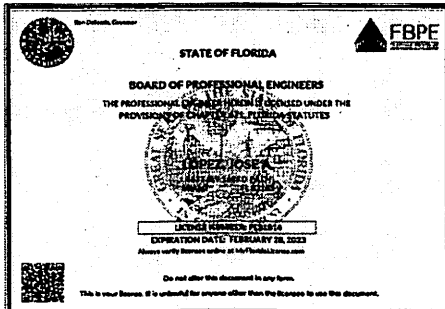
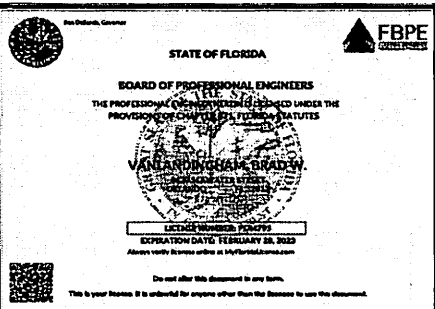
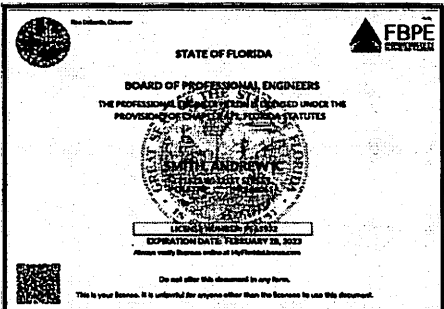
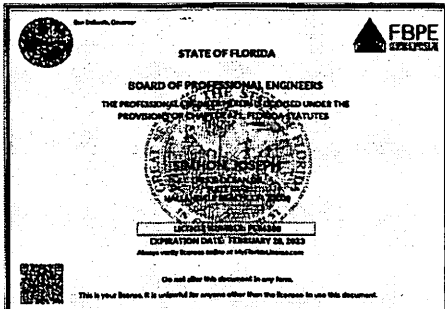
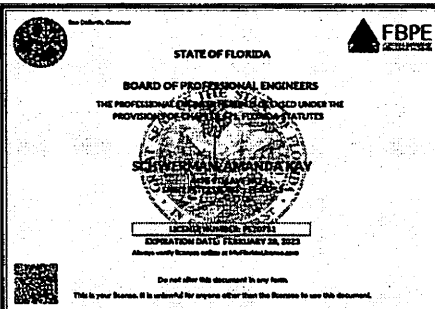
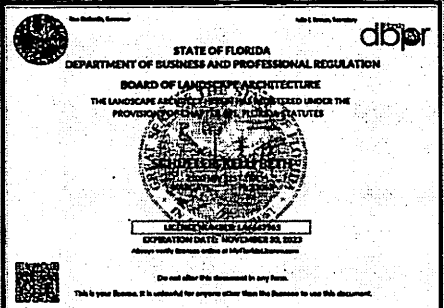
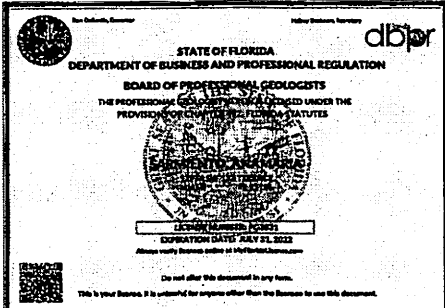
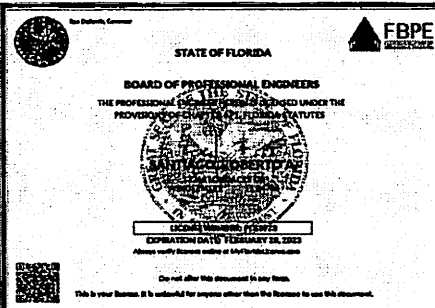
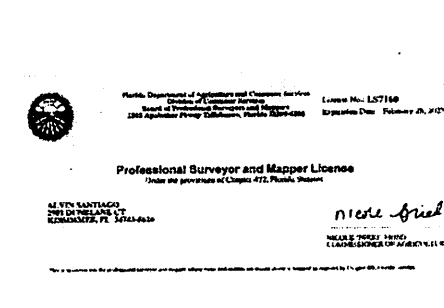
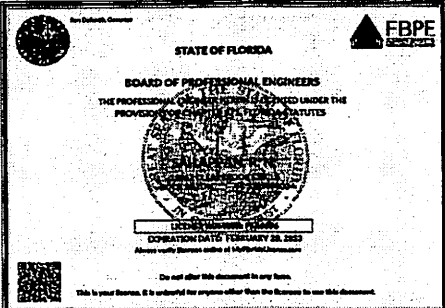
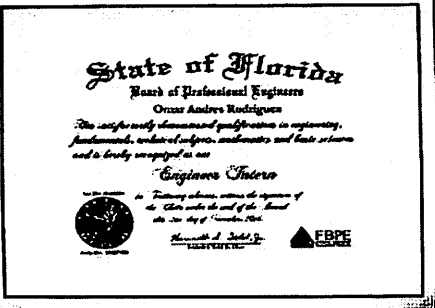
Carlos is a civil engineer with extensive experience with all stages of project delivery for municipal and federal clients within the South Florida area for the past 16 years. As an engineering manager, he has led projects from conceptual start to successful construction completion in a timely manner and on budget. His experience includes management of projects in the design phase, assisting clients during procurement, and providing client support during construction for various types of projects ranging from municipal roadway projects to seaport improvements. Carlos' local expertise includes complex project management and construction administration for flood protection, drainage, and civil projects with SFWMD, FDEP, Miami-Dade County, and Broward County. **Carlos will manage all technical disciplines and subconsultants so the City can have access to a team that can deliver multiple projects simultaneously.**

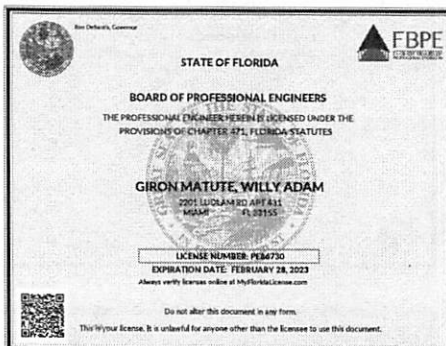
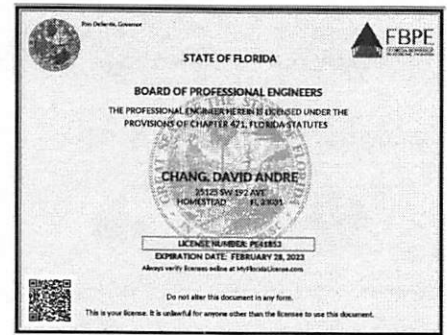
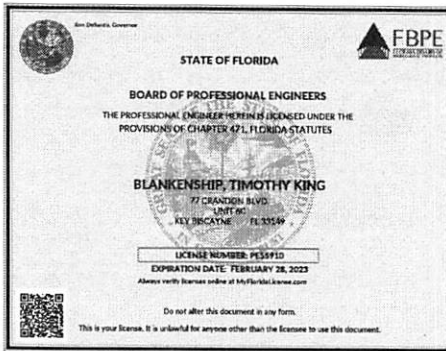
LICENSES

Florida House Bill 1193, as passed by the Florida Legislature in the 2020 Regular Session, removes the requirement that a Professional Engineer, Geologist, or Architect obtain a separate business license in addition to the occupational license issued to the individual. There is no longer a license to obtain or renew as a company license. Black & Veatch and its subconsultants are listed on the State's current free registry and maintain "active" status. Below are the individual Florida professional licenses for our team members.









4 Qualifications of the Project Team

The City of Fort Lauderdale will receive continuous access to our highly-experienced and dedicated team of professionals who focus on better financial, operational, and sustainable benefits by delivering a tailored solution to meet your project needs. The City will benefit by having an attentive team who addresses potential issues early in a project, reducing risks, offsetting delays and maintaining efficient execution while ensuring your project meets its schedule, budget, community impact, and other sustainability goals effectively.

TEAM QUALIFICATIONS

The City of Fort Lauderdale requires a highly skilled team with a deep bench of resources to deliver the projects under this contract. Our team will deliver all projects on schedule, within budget, and satisfy the performance expectations for this contract.

Our team utilizes local staff while drawing upon our global technical specialists to provide varied perspectives and achieve optimal results for the City of Fort Lauderdale. We commit our deep bench of staffing throughout the project duration to maintain continuous, uninterrupted project progress from start to finish.

This team was carefully selected to best support the City for this important contract. We have identified key personnel that will be our Project Champions with a high level of involvement and who will be responsible for driving this contract to successful completion. Each member of our team was chosen to provide the best value and optimum service to the City. Our full team is presented in the organizational chart on the next page.

TEAM MEMBER FIRMS

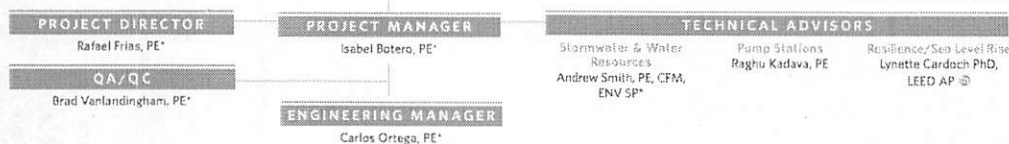
<p>Prime Consultant</p> 	<p>Surveying & Modeling</p> 	<p>Climate Change, Sea Level Rise, & Resiliency</p> 	<p>Public Relations</p> 	<p>Transportation, Structural, and CE&I</p> 
 <p>Structural and Coastal Services</p>		 <p>Geotechnical</p>		



Black & Veatch has continually provided innovative ideas for solving Miami-Dade WASD's challenges. They think outside of the box, and deliver innovative solutions that result in cost and schedule savings, while meeting the desires of the operations staff."

- MARISELA ARANGUIZ, PE
DEPUTY DIRECTOR
MIAMI-DADE WASD

CITY OF FORT LAUDERDALE



FUNCTIONAL AREAS

WATER AND WASTEWATER ENGINEERING (A)

Lead: Isabel Botero, PE*

Collection System Pipelines Mike McGee, PE*	Condition Assessment Ed Carpenetti, PE	Wastewater Treatment Lucas Botero, PE*
Lift Stations Tammy Marlin, PE*	Trenchless Technologies Stephen O'Connell, PG	Water/Wastewater Modeling & Hydraulics Amanda Schwerman, PE*
Distribution System Pipelines Ofena Lytyyn, PE*	Water Treatment Ahmed Kamla, EI	
Pump Booster Stations Jaime Abreu, PE*	Arturo Burbano, PE, PMP*	

STORMWATER (B)/WATER RESOURCES ENGINEERING (J)/HYDROLOGY & HYDRAULICS ENGINEERING (K)

Lead: Jon Dinges, PE*

PLANNING AND MODELING	DESIGN/PERMITTING/BIDDING
Data Collection Melody Gonzalez, EI*	Drainage Design Carlos Ortega, PE*
Green Infrastructure & Water Quality Reed Blochberger, PE*	Jame' Willis, PE, LEED AP, ND* ®
Sea Level Rise & Storm Surge Michael Antinelli, PE, CFM* ®	Tom Donahue, PE* ®
Alec Bogdanoff, PhD ®	Pump Station Design Diego Barrios, PE
Hydrology & Hydraulic Engineering Michael Antinelli, PE, CFM* ®	Pipeline Design Ofena Lytyyn, PE*
	Irene Testa

TRANSPORTATION ENGINEERING (C)

Lead: Adebayo Coker, PE* ®

Pavement Marking Jose Lopez, PE* ®	Traffic Analysis Greg Prytyka ®
Lighting Orlando Penate, PE* ®	Traffic Engineering Pranoid Choudhary, PE* ®
ITS Systems Daniel Rivers ®	Pavement/Sidewalk Kelli Scheuler, PLA, LEED AP* ®

STRUCTURAL ENGINEERING (D)

Lead: Ludovic Binner, PE* ®

Seawall & Dock Design Nicole Pauly, PE* ®
Bridge Design David Finley, PE* ®
Roberto Rubio, PE* ®
Sonny Abia, PE, PhD* ®

ENVIRONMENTAL ENGINEERING (E)

Lead: Jena Mier, PWS, PMP

Remediation Jeff Cornell, PE, PhD*	Biological Services Brian O'Neal	Phase I Assessment Barbara Butler, PE
NPDES Permitting Tara Mahin		R.N. Sallappan, PE* ®

SURVEYING/MAPPING (F)/PHOTO/REMOTE SENSING (G)

Lead: Sam Hall, PSM* ®

Survey/Subsurface Utility Locates Michael Mossey, PSM* ®
Tim Gray, PSM, CFM* ®
Lidar/Drones Alvin Santiago, PSM* ®
Pablo Dominguez ®

GEOTECHNICAL ENGINEERING (H)

Lead: Mark Chomtid, PhD, PE*

Geotechnical Studies R. N. Sallappan, PE* ®
Joseph Simmon, PE* ®
Materials Testing Reze Javidan, PE* ®

COASTAL ENGINEERING (I)

Lead: Tim Blankenship, PhD, PE* ®

Jacqueline Brower, PE ®
Michael Antinelli, PE, CFM* ®

MECHANICAL ENGINEERING (L)

Lead: Diego Barrios, PE

Pump Stations Hector Torres, PE
Larry Pittman, PE
HVAC Michele Roth, PE*

CONSTRUCTION ENGINEERING AND INSPECTION (M)

Lead: Charles Moseley

Construction Management Maceo Lewis, PE, ENV SP	Construction Inspection Willy Giron, PE* ®
Kevin Cevallos, PE*	David Chang, PE* ®
Engineering Services Jeff Thompson	Start Up/Commissioning Ron Parker
	Project Closeout Sam Miller, PE*
	Irene Testa

SPECIALIZED SUPPORT

Site/Civil Irene Testa	SCADA Programming Laurie Kusmoud	Hydrogeology & Drainage Wells Ed Rectenwald, PG, PMP*
Architectural Dennis Trupka, RA*	Cost Estimating Chad Barker	Anamaria Sarmiento, PG*
Electrical Robert Dickman, PE*	Scheduling Roberto Santiago, PE*	Public Outreach & Stakeholder Involvement Sheryl Dickey ®
David Garcia, EI*	Reuse Planning & Design Jo Ann Jackson, PE*	Carla Hankerson ®
Instrumentation & Controls Larry Brouillette, PE*		
		FEMA Coordination & Funding Francesca McCann
		Michael Antinelli, PE, CFM* ®
		Cityworks Integration Mark Seasidead
		GIS/CAD Brian Lendt, GISP
		Clayton Glatt
		Alternative Project Delivery Vince Rea
		Funding/All Financing Francesca McCann
		Robert Chambers
		Value Engineering Walt Reigner, PE*
		Constructability Reviews George Joyce, PE, PMP*
		Permitting & Regulatory Agency Coordination Steve King, PE*
		Dean Koggan, PE* ®
		Omar Rodriguez, EIT, CAPM, CFM* ®
		QAM Ron Parker

SUBCONSULTANTS

® Keith & Associates	® QuEST Engineering
® Brizaga, Inc.	Services & Testing
® Dickey Consulting Services	® HBC Engineering Company
	® Moffatt & Nichol

* Florida License

ISABEL BOTERO, PE

PROJECT MANAGER | WATER AND WASTEWATER
ENGINEERING LEAD

VALUE & BENEFIT TO PROJECT

- Project Manager and environmental engineer with 21 years of experience and knowledge of water and wastewater systems.
- Leading projects under the general engineering services contract at the North regional WWTP at Broward County since 2013 focusing on renewal and replacement
- Led multiple projects for the City of Hollywood's WWTP to improve SCADA systems, asset management, and plant operational efficiencies

Isabel has more than 20 years of experience as a civil/environmental engineer working on water and wastewater treatment facilities, as well as civil engineering projects, such as the C-51 Reservoir. Isabel brings an in-depth knowledge of regional facilities and systems. She has demonstrated the ability to deliver on-call task orders based on past success on projects for Broward County and across South Florida that ranged from conceptual engineering design to construction.



KEY PERSONNEL

OFFICE LOCATION
Coral Springs, FL

EDUCATION
 ■ MS, Environmental Engineering
 ■ BS, Civil Engineering

YEARS EXPERIENCE
21

PROFESSIONAL REGISTRATION
 ■ PE, 2007, FL, #67176
 ■ PE, 2013, #25626
 ■ PE, 2005, MO, #2005001044

PROJECT EXPERIENCE

Broward County Water and Wastewater Services | General Engineering Services

Project Manager. Isabel participated on the design and construction phase services for multiple improvements projects at the North Regional WWTP including replacement of pump pads for the effluent pumps and improvements to the aeration basins, shorting contactors panels replacement at the outfall pump station and clarifiers rehabilitation.

Miami-Dade Water and Sewer Department | Renewal and Replacement General Engineering Service for Hialeah and Preston Water Treatment Plants, Raw Water and Distribution Systems

Project Manager. Isabel has been managing multiple task authorizations under this contract for renewal and rehabilitation of the Preston and Hialeah WTPs, wellfields, and distribution systems. Task authorizations include: 96-in valve addition to raw water transmission main, upgrades to Preston WTP's high service pump station, lime disposal facility and 16-in sludge pipeline, air stripping towers evaluation, and water storage tanks structural inspections. These projects have included conceptual and detail design, bid and procurement support, permitting services (including FDEP coordination), and engineering services during construction.

City of Hollywood | SCADA System Improvements | Hollywood, FL

Project Manager. Black & Veatch was retained to provide improvements to the existing SCADA systems at the South Regional WWTP. The project includes development on control descriptions and PLC programming for improved operations.

CARLOS ORTEGA, PE

ENGINEERING MANAGER | H&H ENGINEERING |
DRAINAGE DESIGN | BIDDING & PROCUREMENT SUPPORT

VALUE & BENEFIT TO PROJECT

- Carlos has completed similar projects within the South Florida area for the past 16 years. This local experience will be greatly beneficial to this project.
- His local expertise in complex management and construction administration for flood protection, drainage, and civil projects will help the City achieve the resiliency of its infrastructure.

Carlos has extensive experience with all stages of project delivery of site development and stormwater infrastructure projects for municipal and federal clients. His experience includes management of projects in the design phase, assisting the client during procurement, and providing client support during construction for various types of projects ranging from municipal roadway projects to seaport improvements.



KEY PERSONNEL

OFFICE LOCATION

Coral Gables, FL

EDUCATION

- BS, Civil and Environmental Engineering

YEARS EXPERIENCE

16

PROFESSIONAL REGISTRATION

- PE - 2017, FL, #83211

PROJECT EXPERIENCE

Broward County | North Regional Wastewater Treatment Plant (NRWWTP) | Broward County, FL

Engineering Manager. Working as part of the Design Team, Carlos is responsible for assisting the Project Manager in coordinating directly with the Client, attending site visits to observe updated plant conditions, working with the Process Engineers to develop the Capacity Analysis Reports (CAR) to be included in the submittal of the FDEP permit renewal forms #1 and 2A. In addition, he will be working on preparing the Operation and Maintenance Performance Report (OPMR) and the Permit Application Package submittals.

Palm Beach County Department of Airports | PBIA Stormwater Master Plan Update | Palm Beach, FL

Assistant Project Manager. Hydrologic and hydraulic analysis of the existing and future conditions for the proposed Airport Layout Plan (ALP) for the Palm Beach International Airport (PBIA). Updated the existing conditions of the drainage system by incorporating approved ERPs and constructed projects from 2008 to 2019. Updated model from ICPR 3 to ICPR 4, and by implementing the proposed ALP model for the future conditions. Basin and sub-basin delineations were updated based on the ALP; warranting analysis of the airport's stormwater management systems including outfalls, pump stations, dry retentions areas, etc. Other tasks included: floodplain compensation, alternative stormwater management systems, a Technical Memorandum of findings and recommendations to include as part of the ERP application submittal for the Conceptual Stormwater Management Master Plan.

City of Delray Beach | Tropic Isle Roadway and Drainage Evaluation | Delray Beach, FL

Project Engineer. Part of the drainage team for the BODR for this neighborhood. Analyzed the existing conditions of several roadways within the residential community. In the existing conditions, most of the community experienced a minimum of 1-ft of flooding during the high tide conditions. Using the ICPR 4 model developed in the City's Stormwater Master Plan Update, developed multiple scenarios including upsizing the size of the existing outfalls and replacing the existing corrugated metal pipes with HDPE material, and installing in-line check valves during high tide condition.



Rafael Frias III, PE

PROJECT DIRECTOR

The City will receive expedited project decision-making through our local Project Director, Rafael, who has approval authority to make immediate decisions on behalf of Black & Veatch. Rafael specializes in the management of water resource projects including stormwater planning and design, pump stations, hydrogeology, water supply, and water and wastewater treatment.

EDUCATION

- MS, Civil Engineering, University of Kansas
- BS, Biological Engineering, LA State University

YEARS EXPERIENCE

24

PROFESSIONAL REGISTRATION

- PE - 2004, FL, #61912
- PE - 2011, PR, #24726
- PE - 2003, KS, #17469

PROJECT EXPERIENCE

- Palm Beach County Water Utilities Department | Sustainability and Strategic Planning Services | Palm Beach, FL
- PRASA | Lago Cidra Dam and Candelas Pump Station Rehab | Puerto Rico
- PRASA | East Region CIP Program Consortium | Puerto Rico

VALUE & BENEFIT TO PROJECT

- Rafael will secure the support of our global organization to fulfill any needs of this project.
- Experienced in incorporating sustainability principles into project designs and in the development of sustainable water planning technologies.



Brad Vanlandingham, PE

QA/QC

Brad has more than 35 years of experience designing a variety of projects including water and wastewater treatment plants, solid waste transfer stations, laboratories, and power stations. Some of his key assignments have included: acting as engineering manager for preliminary and final designs, permitting, and bid phase services for the \$62M upgrade to Orange County Utilities South Water Reclamation Facility; engineering manager for the design and construction of a \$27M solid waste transfer in Palm Beach County.

EDUCATION

BS, Civil Engineering, Rose-Hulman Institute of Technology

YEARS EXPERIENCE

35

PROFESSIONAL REGISTRATION

- PE - 1991, FL, #44795

PROJECT EXPERIENCE

- Orange County Utilities | South Water Reclamation Facility | Orlando, FL
- SFWMD | C-43 West Basin Storage Reservoir | Fort Myers, FL
- City of Orlando | Water Conserv II WRF Preliminary Treatment System Improvements | Orlando, FL

VALUE & BENEFIT TO PROJECT

- Experience in rehabilitating existing facility infrastructure with a focus on cost effective solutions, constructibility, safety, and reliability.
- Significant experience conducting review of condition assessment reports to develop solutions to remediate aging structures.



Andrew Smith, PE, CFM, ENV SP

STORMWATER AND WATER RESOURCE TECHNICAL ADVISOR

Andrew's work experience has centered around stormwater management, with many projects including hydrologic and open channel hydraulics modeling, GIS analysis, and dam and spillway design, stream restoration. He is an expert in dam breach modeling, wetlands restoration and delineation, sediment and erosion control, green infrastructure, and BMP design.

EDUCATION

- MBA, University of Kansas, Strategic Management
- MS, Civil Engineering, University of Kansas
- BS, Civil Engineering, University of Kansas

YEARS EXPERIENCE

21

PROFESSIONAL REGISTRATION

- PE - 2004, FL, #61932
- PE - KS, MO, SC, TX
- CFM - 2012, #US-12-06403
- ENV SP - 2013, #6513

PROJECT EXPERIENCE

- Dallas Water Utilities | Stormwater Program Evaluation and Improvement | Dallas, TX
- City of Memphis | Stormwater Management Program | Memphis, TN
- City of Columbia | Upper Wildcat Creek Stormwater Improvements | Columbia, SC

VALUE & BENEFIT TO PROJECT

- Andrew is the Black & Veatch's National Stormwater Practice Lead and has extensive experience with all types of stormwater projects. His additional expertise with green infrastructure and permitting will be invaluable on this project.



Raghu Kadava, PE

PUMP STATION TECHNICAL ADVISOR

Raghu has more than 14 years of experience as a mechanical engineer on projects involving pump station design of water, wastewater and storm water systems, hydraulic and transient analyses, pump selections, and technical specifications. He is a contributing member of Hydraulic Institute Standards for intake, vibration and foundation.

EDUCATION

- MS, Mechanical Engineering, University of Missouri-Rolla
- BS, Mechanical Engineering, Jawaharlal Nehru Technological University, India

YEARS EXPERIENCE

17

PROFESSIONAL REGISTRATION

- PE - 2010, NM, #19994
- Certification, Pump Systems Assessment Professional, #20, NJ, 2019

PROJECT EXPERIENCE

- Miami-Dade WASD | Preston WTP High Service Pump Station Improvements | Miami, FL
- SFWMD | C-43 Reservoir Engineering Services during Construction | LaBelle, FL
- Eastern Municipal District | EM 11 Pump Station Design | California

VALUE & BENEFIT TO PROJECT

- Over his career and in various capacities, Raghu has been involved in the design and/or improvements of over 100 pumping stations and performed transient analyses on over 20 transmissions and distribution systems. His skills are well suited to this project.



Moffatt & Nichol

EDUCATION

- PhD, Oceanography and Coastal Sciences, Louisiana State University
- MA, Marine Affairs and Policy, Rosenstiel School of Marine and Atmospheric Science
- BA, Biological Anthropology, Harvard College

YEARS EXPERIENCE

22

PROFESSIONAL REGISTRATION

- LEED Accredited Professional (AP), 2009

Lynette Cardoch, PhD, LEED AP

RESILIENCE/SEA LEVEL RISE TECHNICAL ADVISOR

Dr. Cardoch is a coastal ecologist with more than 20 years of experience in regulatory and water policies, coastal restoration, and urban and coastal resiliency. She works closely with coastal utilities and natural resource agencies on integrated planning and operationalizing resiliency, particularly for coastal protection, storm surge, and interior flooding.

PROJECT EXPERIENCE

- Back Bay Coastal Storm Risk Management | Miami, FL
- Port Miami Shore Power Pilot Study | Miami, FL
- Florida East Coast Railway Slip Fill Feasibility Report | Miami, FL

VALUE & BENEFIT TO PROJECT

- Dr. Cardoch is Moffatt & Nichol's Director of resilience and adaptation, leading collaborative efforts to deliver comprehensive resiliency solutions and adaptation services in coastal zones.
- Her experience ranges from coastal planning to engineering of nature-based and built infrastructure.



EDUCATION

- BS, Environmental Engineering, Water Resources, University of Florida
- Professional Development, University of Florida Executive Education, Project Management Certificate

YEARS EXPERIENCE

27

PROFESSIONAL REGISTRATION

- PE - 1999, FL, #54747

Jon Dinges, PE

STORMWATER/WATER RESOURCES ENGINEERING/ HYDROLOGY & HYDRAULICS ENGINEERING LEAD

Jon has more than 27 years of experience in civil and environmental engineering with a water resources focus. His extensive water resources experience includes more than 15 years of water management district experience where he served in multiple roles. Jon's public-sector program and project experience includes storm water, floodplain restoration and management, water supply assessment and planning, water quality improvement, and hydrologic assessment and restoration.

PROJECT EXPERIENCE

- City of Winter Haven | One Water Master Plan | Polk County, FL
- City of Cape Coral | Utilities Extension Program | Fort Myers, F:
- SFWMD | C-43 Reservoir Engineering During Construction | LaBelle, FL

VALUE & BENEFIT TO PROJECT

- As Black & Veatch's Regional Water Resources Leader, Jon will maintain access to our professionals for efficient and high-quality delivery.
- His experience includes Integrated/One Water master planning, watershed planning, stormwater system modeling, and sustainability and resilience strategies.



HBC

EDUCATION

- BS, Civil Engineering, Florida International University

YEARS EXPERIENCE

28

PROFESSIONAL REGISTRATION

- PE - FL, #55322

Adebayo Coker, PE

TRANSPORTATION ENGINEERING LEAD

Adebayo has provided responsible and diversified transportation engineering experience in the planning, design, and construction management of major FDOT and Miami-Dade County transportation projects.

PROJECT EXPERIENCE

- Broward County | SW 30th Ave. Widening from Griffin Rd. to SW 45th St. | Broward County, FL
- Broward County | SR 858/Hallandale Beach Blvd. from SR 7 to Lakeshore Dr. | Broward County, FL
- Broward County | I-595 Corridor Roadway Improvements Public-Private Partnership (P3) Project | Broward County, FL

VALUE & BENEFIT TO PROJECT

- Adebayo has successfully managed and demonstrated exemplary leadership and management skills on similar FDOT projects.
- His areas of expertise are in production and management of all phases of transportation design projects, including preliminary and final designs of limited/controlled access highways and freeways.



Moffatt & Nichol

EDUCATION

- MS, Civil Engineering, Ecole Nationale Supérieure des Arts et Industries de Strasbourg, France (INSA - Strasbourg)
- AS, Engineering, University of Paris VII, Paris France

YEARS EXPERIENCE

27

PROFESSIONAL REGISTRATION

- PE - 1999, FL, #54747

Ludovic Binner, PE

STRUCTURAL ENGINEERING LEAD

Ludovic is a senior structural engineer with experience in structural design, wind frame analysis, calculations, special inspections, and construction administration for projects in the United States and France. Ludovic has experience as a project manager on both private and public sector work, leading intensive coordination between engineering disciplines, consultants, and clients.

PROJECT EXPERIENCE

- Broadstone Westshore Bulkhead | Tampa, FL
- Port Miami Shore Power Pilot Study | Miami, FL
- Corey Landings Bulkhead | St. Pete Beach, FL
- Marjory Stoneman Douglas Visitor Center | Everglades City, FL

VALUE & BENEFIT TO PROJECT

- Ludovic has experience working on a variety of projects including multi-level hotels and resorts, educational facilities, community centers, sports arenas, park facilities, performing arts buildings, and marine facilities structures.



Jena Mier, PWS, PMP

ENVIRONMENTAL ENGINEERING LEAD

Jena has managed numerous projects that include wetlands and environmental resource permitting from the Florida Department of Environmental Protection, US Army Corps of Engineers, and local governments. Her early career focused on permitting south Florida residential and commercial developments, marinas and docks. She also conducted benthic studies for the South Florida Water Management District.

PROJECT EXPERIENCE

- Florida Power & Light | Martin to Riviera Beach Natural Gas Pipeline | Martin and Palm Beach Counties, FL
- Florida Power & Light | Okeechobee Clean Energy Center | Okeechobee, FL
- Florida Power & Light | Turkey Point Units 6 & 7 | Homestead, FL

VALUE & BENEFIT TO PROJECT

- Almost 30 years of experience managing projects in South Florida involving wetlands and environmental resource permitting.
- Extensive knowledge of South Florida's coastal, marine and wetland habitats and the challenges associated with permitting projects

EDUCATION

- BS, Marine Science/Biology, University of Tampa

YEARS EXPERIENCE

36

PROFESSIONAL REGISTRATION

- PE - FL, #55322



Sam Hall, PSM

SURVEYING/MAPPING/PHOTOGRAPHY/REMOTE SENSING LEAD

Sam brings 22 years of professional surveying and mapping and project management experience. He has led multi-million dollar municipal and private development geospatial projects throughout the State of Florida. Sam has led both large and small teams through the proper execution of proposals, contracts, and task work orders. Sam has extensive technical knowledge and ensures all projects are delivered in the most efficient and detailed manner.

PROJECT EXPERIENCE

- ICI Homes | Tamya Development | Duval County, FL
- DR Horton | Rainforest Estates | Coconut Creek, FL
- FDOT D4 | Continuing Surveying Services | FDOT D4

VALUE & BENEFIT TO PROJECT

- As KEITH Vice President, Sam will lead the geospatial engineering team to fulfill any needs of this project.
- Sam has a deep understanding of professional services contracts, risk, and exposure related to surveying, airborne/mobile LiDAR, and SUE/utility locating projects.

KEITH

EDUCATION

- BS, Geography and Anthropology, University of Southern Maine
- MS, GPS Satellite Surveying and Conformal Mapping, University of Maine

YEARS EXPERIENCE

22

PROFESSIONAL REGISTRATION

- PSM - 2008, FL, #6644



Mark Chomtid, PhD, PE

GEOTECHNICAL ENGINEERING LEAD

Mark is regularly responsible for planning and execution of geotechnical studies, analysis and evaluation of field data, reviewing of formal reports outlining foundation and site preparation recommendations, and field inspection of foundation construction, including shallow foundations, piling, drilled shafts, vibro-replacement, grouting, pile load test, and earthen embankment.

EDUCATION

- PhD and MS, Geotechnical Engineering, University of Texas at Arlington
- BS, Civil Engineering, Kasetsart University

YEARS EXPERIENCE

23

PROFESSIONAL REGISTRATION

- PE - FL, #66256

PROJECT EXPERIENCE

- Palm Beach Aggregates, LLC | C-51 Reservoir | Palm Beach County, FL
- Mosaic Fertilizer | SFM-9 Clay Settling Area | Polk County, FL
- SFWMD | East Coast Protective Levee | Broward County, FL

VALUE & BENEFIT TO PROJECT

- Mark has extensive experience providing geotechnical investigations of hundreds of acres on post/pre-mining land across Florida. He has been technically responsible for more than 500 public and private geotechnical projects and 1,500 sinkhole investigations in Florida. This local knowledge will benefit this project.



Tim Blankenship, PhD, PE

COASTAL ENGINEERING LEAD

Tim has extensive experience as a coastal engineer having completed beach nourishment, inlet, and coastal structure studies and design throughout Miami-Dade County and the Florida Keys. He led coastal engineering teams in the numerical modeling of the shoreline with DHI MIKE sediment transport numerical models.

Moffatt & Nichol

EDUCATION

- ME, Coastal Engineering, Old Dominion University, Virginia
- BS, Civil Engineering, Old Dominion University, Virginia

YEARS EXPERIENCE

23

PROFESSIONAL REGISTRATION

- PE - 2000, FL, #55910
- PE - 1999, VA, #0402032214

PROJECT EXPERIENCE

- Black Bay CSRM Study | Miami Dade County, FL
- PortMiami Marina Feasibility, Miami Dade County, FL
- Coastal Consulting Services, Lauderdale-By-The-Sea, FL

VALUE & BENEFIT TO PROJECT

- Tim has completed design and permitting for several truck haul nourishment projects that have included erosion "hot spot" areas.
- He has also managed teams with site-specific coastal engineering analyses and private development projects to evaluate coastal erosion, wave forces, and hydraulic flow due to storm surge.



EDUCATION

- BS, Mechanical Engineering, Central University of Venezuela

YEARS EXPERIENCE

12

PROFESSIONAL REGISTRATION

- PE - 2020, TX, #139325

Diego Barrios, PE

MECHANICAL ENGINEERING LEAD | PUMP STATION DESIGN

Diego has worked as a mechanical field/office engineer for Black & Veatch on several retrofit projects. His duties have included contractor coordination, engineering resolution, QA/QC compliance, contract management and client liaison. He has been in charge of generating mechanical specifications for procurement and coordinating with the suppliers.

PROJECT EXPERIENCE

- BHPB | Escondida Water Supply Project | Antofagasta, Chile
- Google | Google Fiber Cable Installation | Overland Park, KS
- BHPB | Escondida Water Supply Expansion Project | Antofagasta, Chile

VALUE & BENEFIT TO PROJECT

- During his career, Diego has focused on mechanical engineering, equipment installation, mechanical equipment start-up, field engineering, procurement, and training.



EDUCATION

- BA, English Literature, Economics, Sociology, and Political Science, UCLA

YEARS EXPERIENCE

27

Charles Moseley

CONSTRUCTION ENGINEERING AND INSPECTION LEAD

Charles is an experienced Program Manager/Construction Manager adept at addressing client priorities, organizational planning, financial management, process development and construction oversight. He has worked all phases of program execution, from program conceptualization with the client to program mobilization & implementation, contract completion and performance evaluation.

PROJECT EXPERIENCE

- SFWMD | C43 West Basin Storage Reservoir Civil Works | Fort Myers, FL
- FEMA | FEMA-4339-DR-PR Public Assistance Program | Puerto Rico
- USAID | Infrastructure Needs Program II | West Bank & Gaza

VALUE & BENEFIT TO PROJECT

- Charles' international experience leading multi-disciplinary teams in diverse industries including international supply chain management, information & communications technology and power, transport, water, and wastewater infrastructure development will be valuable to this project.



Mike McGee, PE

COLLECTION SYSTEM
PIPELINES

Mike has over 27 years of experience in process design, contract administration, construction management, and business development activities with water treatment plants, water distribution systems, reclaimed water distribution systems, pumping stations and storage facilities, wastewater treatment plants, and wastewater collection systems in the United States. Mike is a recognized technical expert in horizontal directional drilling (HDD) and has successfully designed, permitted, and supported construction of over 80 HDD's in Florida over the past 15 years.

EDUCATION

- MS, Civil Engineering
- BS, Mechanical Engineering

YEARS EXPERIENCE

31

PROFESSIONAL REGISTRATION

- PE - 1991, FL, #44055
- BCEE - 2016, DE, #16-20003



Tammy Martin, PE

LIFT STATIONS

Tammy is an engineering manager and environmental engineer with experience and knowledge of water and wastewater engineering and pump station mechanical process design. She has served as project engineer on many environmental engineering projects including stormwater design, permitting, and construction management. Tammy is proficient with WaterGEMS modeling, HEC-RAS modeling, and Arc GIS.

EDUCATION

- BS, Civil Engineering

YEARS EXPERIENCE

19

PROFESSIONAL REGISTRATION

- PE - 2011, FL, #73892



Olena Lytvyn, PE

DISTRIBUTION SYSTEM
PIPELINES | DESIGN

Olena has over 11 years of experience in civil engineering designs, including composing preliminary engineering reports, route analysis, pipeline design of various sizes, developing cost estimates and inspections. She has also served as the client manager for various clients in the Tampa Bay area.

EDUCATION

- BS, Civil and Environmental Engineering

YEARS EXPERIENCE

11

PROFESSIONAL REGISTRATION

- PE - 2017, FL, #82696
- PE - 2017, IL, #062069139



Jaime Abreu, PE

PUMP BOOSTER
STATIONS

With more than two decades of experience in civil and environmental engineering, Jaime's expertise includes planning, design and bid preparation of various infrastructure projects; project management and administration; construction management and inspection; water sampling; design, construction, and operation of wastewater pump stations, wastewater and water treatment plants; drinking water and wastewater infrastructure auditing; and solid waste infrastructure management and auditing.

EDUCATION

- MS, Environmental Engineering
- BSCE, Environmental Engineering

YEARS EXPERIENCE

25

PROFESSIONAL REGISTRATION

- PE - FL, 2016 #80848
- PE - PR #16639



**Ed
Carpenetti, PE**

CONDITION
ASSESSMENT

Edward has supported a variety of water and wastewater programs with the development of comprehensive Capital Improvement Plans (CIPs); and condition assessment, rehabilitation, and asset management plans. In addition to his professional work, Ed is very active in the industry and has volunteered his time to develop National Association of Sanitary Sewer Companies condition assessment protocols; and is currently supporting the WEF AM Committee and NASSCOs AM Committee with the development of asset management training modules.

EDUCATION

- MS, Environmental Science and Engineering
- BS, Geoscience

YEARS EXPERIENCE

23

PROFESSIONAL REGISTRATION

- PE - MD, 2009, #36922
- PE - VA, FL2009 #0402045312



**Stephen
O'Connell, PG**

TRENCHLESS
TECHNOLOGIES

Stephen's tunnel and trenchless design experience includes alignment and feasibility studies, report preparation (technical memorandum, Geotechnical Data Reports, Geotechnical Baseline Reports, and specifications), engineering ground classification, and drawing preparation. Construction phase services experience includes construction management, resident engineering, inspection services, DRB coordination, and risk management for large tunnel and trenchless construction projects.

EDUCATION

- ME, Geotechnics
- BS, Geology

YEARS EXPERIENCE

17

PROFESSIONAL REGISTRATION

- PG - NC, 2010, #2279



**Ahmed
Kamla, EI**

TRENCHLESS
TECHNOLOGIES

Ahmed has been involved in the planning, design and construction inspection of tunneling / HDD and other heavy Civil infrastructure projects. He has total of 13 years of experience of both abroad and United States in design and Construction Management, inspection for heavy Civil Infrastructure projects. Ahmed's tunneling experience includes hard rock tunnel excavated by Open-Type TBM, tunnel liner including cast in place concrete.

EDUCATION

- MS, Program and Project Management
- BS, Civil Engineering

YEARS EXPERIENCE

14

PROFESSIONAL REGISTRATION

- EI - CA, 2018, #163269



**Arturo
Burbano, PE, PMP**

WATER TREATMENT

Arturo has extensive experience as project and program manager delivering a variety of infrastructure projects, including design and construction of treatment facilities ranging from 20 gpm to 750-mgd in capacity. His main areas of technical expertise include process selection, bench- and pilot-scale studies, conceptual and detailed engineering design, QA/QC and discipline coordination, bidding, procurement, permitting, and engineering services during construction of water and wastewater treatment plants based on conventional or advanced treatment technologies.

EDUCATION

- Ph.D., Environmental Engineering
- MS, Industrial Engineering
- BS/MS, Chemical Engineering

YEARS EXPERIENCE

30

PROFESSIONAL REGISTRATION

- PE - FL, 2016, #81183
- PMP - # 1795409



**Lucas
Botero, PE**

WASTEWATER
TREATMENT

Lucas has been involved in studies, design, construction, and resident phase engineering in several infrastructure, water, wastewater, and reuse projects. He has extensive knowledge of wastewater treatment process engineering with an emphasis on plant capacity evaluations, activated sludge design including biological and chemical nutrient removal, treatment plant modeling, industrial waste treatment, headworks design, effluent disinfection, and sludge processing.

EDUCATION

- MS, Civil Engineering
- BS, Civil Engineering

YEARS EXPERIENCE
26

PROFESSIONAL REGISTRATION

- PE - FL, 2007, 67242
- PE - KS, 2003, 17687
- PE - Colombia, 1996, 2520260893CND



**Amanda
Schwerman, PE**

WATER/WASTEWATER
MODELING & HYDRAULICS

Amanda's experience is focused on water and wastewater-related planning projects. Her expertise lies in water and wastewater hydraulic modeling, but she has experience with process/mechanical design as well. She is involved with many professional societies including chairing the WEF Collections System Committee's workshop group. Amanda is extremely knowledgeable of the nuances of Florida water and reclaimed water distribution systems and wastewater collections systems. She uses all of the standard software to analyze capacity, energy optimization, water quality, and I&I concerns.

EDUCATION

- MS, Environmental Science and Engineering
- BS, Engineering

YEARS EXPERIENCE
12

PROFESSIONAL REGISTRATION

- PE - FL, 2010, #70751



**Melody
Gonzalez, EI**

DATA COLLECTION

Melody is a project engineer with over three years of experience in civil design, including yard piping, route analysis, composing preliminary engineering reports, pipeline design of various sizes, permitting and construction management services. She has also served as design engineer on several water and wastewater treatment plant projects.

EDUCATION

- BS, Civil Engineering

YEARS EXPERIENCE
4

PROFESSIONAL REGISTRATION

- EI - FL, 2019, #1100022422



**Thomas
Crenshaw, PE**

DATA COLLECTION

Thomas is a dedicated Civil/Environmental Engineer with passion for designing and assessing the environmental impact of engineering plans. Experience in reviewing water and wastewater projects, writing water quality monitoring technical reports, and improving environmental issues with environmental regulations. Strong prioritizing skills with the ability to meet deadlines with clear deliverables.

EDUCATION

- BS, Environmental Engineering

YEARS EXPERIENCE
5

PROFESSIONAL REGISTRATION

- PE - FL, 2021, PE092833



BRIZAGA

**Michael
Antinelli, PE**

SEA LEVEL RISE &
STORM SURGE + MORE

Michael is a licensed civil and coastal engineer, responsible for the management and oversight of all engineering practices conducted by the firm. He has significant experience in the areas of waterfront design and regulatory permitting, stormwater management, and flood mitigation, specifically related to coastal storm dynamics. Michael has managed projects at every level, from initial project planning and conceptual design through construction and project closeout.

EDUCATION

- MSc, Coastal & Oceanographic Eng.
- BSc, Civil Engineering

YEARS EXPERIENCE

11

PROFESSIONAL REGISTRATION

- PE - FL, 2015 #78513
- Certified Floodplain Manager, US-17-09709



BRIZAGA

**Alec
Bogadanoff, PhD**

SEA LEVEL RISE
STORM SURGE

Alec is a policy-trained oceanographer and meteorologist. He has extensive experience in simplifying and effectively communicating complex scientific processes with private citizens and other interested parties. As Director of Science and Communication, he is responsible for monitoring and identifying scientific research and advances in the areas of sea level rise and extreme weather, including datasets and models, to further develop internal technologies, as well as strategic communications and public outreach and engagement for Brizaga.

EDUCATION

- PhD, Physical Oceanography
- MS & BS, Meteorology

YEARS EXPERIENCE

5



**Sam
Miller, PE**

HYDROLOGY & HYDRAULIC
ENGINEERING + MORE

Sam has worked on several different types of projects including stormwater, solar, civil, and water resources projects. He has developed experience in grading, stormwater modeling, yard piping, site design, master planning, environmental permitting, and construction phase services. Sam is also experienced with the bidding and construction phases of projects. His capabilities across all aspects of a project, from design to construction, will help the City achieve their goals on this important project.

EDUCATION

- MEng, Energy System Engineering, Water Resources
- BS, Environmental Eng, Water Treatment

YEARS EXPERIENCE

7

PROFESSIONAL REGISTRATION

- PE - FL, 2020, #89926



**Reed
Blochberger, PE**

HYDROLOGY & HYDRAULIC
ENGINEERING

Reed is a water resources engineer with experience in hydrology, hydraulics, hydrologic instrumentation, and drainage infrastructure design. His project experience includes H&H modeling, floodplain analysis, storm drain design, scour calculations, drainage master plans, site drainage, dam EAP updates, drought planning, and reservoir operations. Reed brings local expertise in drainage infrastructure evaluation and experience with Green Infrastructure in Florida. He understands how Green Infrastructure plays into the larger picture of stormwater management.

EDUCATION

- BS, Civil Engineering

YEARS EXPERIENCE

10

PROFESSIONAL REGISTRATION

- PE - FL, 2021, #90955
- PE - AZ, 2016, #61983
- FSECI - FL, 2021 #47182



KEITH
Jame' Wills, PE
LEED AP, ND
DRAINAGE DESIGN

Jame' is a professional engineer with eight years of experience in design, permitting, and construction inspection. His experience includes projects with Broward County, Miami- Dade County, and Palm Beach County and several private entities. Software experience includes Cascade 2001, ICPR, AutoCAD and Civil 3D. Duties include design, drainage calculations, plans preparation, shop drawing review, responding to contractor's request for information, coordinating with plan reviewers and addressing comments.

EDUCATION

- MS Engineering Management
- BS Civil Engineering

YEARS EXPERIENCE

9

PROFESSIONAL REGISTRATION

- PE - 2018, FL, #85632



KEITH
Tom Donahue, PE
DRAINAGE DESIGN

Tom has 44 years of experience in civil engineering projects including over 15 years in South Florida. His qualifications include engineering design, quality assurance/quality control management, planning and environmental studies. Tom serves as the QA/QC Officer for all projects at KEITH, and is responsible for developing project scopes, contract negotiations, budgets, scheduling, and quality control.

EDUCATION

- BS Civil Engineering

YEARS EXPERIENCE

44

PROFESSIONAL REGISTRATION

- PE - 2003, FL, #60529



Pablo Gonzalez, PhD, PE
CFD MODELING

Pablo is an experienced water resources engineer and has been involved in a wide variety of water resources engineering projects. He has performed CFD modeling of rivers and hydraulic structures, including water and wastewater treatment facilities. He has performed hydraulic analysis and designs for intakes, spillways, gates and gated spillways, stilling basins, stormwater sewer systems, culverts, and outfall structures.

EDUCATION

- PhD, Civil Engineering, University of Kansas
- Lic, Civil Engineering, University of Costa Rica

YEARS EXPERIENCE

24

PROFESSIONAL REGISTRATION

- PE - 2012, TX, #22217



Linlong Bien, PhD
CFD MODELING

Linlong is a civil engineer specializing in water resources management, green infrastructure, and remote sensing in hydrology. Dr. Bien graduated in December 2021 from a PhD program sponsored by the National Science Foundation. His research topic was related to proposing a smart dynamic hydro-informatic framework that was integrated with IoT, remote sensing, and machine learning algorithms to achieve dynamic water storage management for near-real-time flood mitigation at the watershed scale.

EDUCATION

- PhD, Florida International University
- MS, in Université Côte d'Azur & Newcastle University
- BE, Nanchang Institute of Technology

YEARS EXPERIENCE

4



Irene Testa
BIDDING & PROCUREMENT
SUPPORT + MORE

Irene is a civil/environmental engineer with experience working as a project engineer in the water and wastewater engineering field. She has experience facilitating overall site civil design, pump station mechanical process design, stormwater design, pilot studies, permitting and construction management services. Irene has focused on civil site design, stormwater drainage, and utilities coordination work in her time with Black & Veatch. Her skills are well suited for this project.

EDUCATION

- BS, Civil Engineering, Environmental Engineering

YEARS EXPERIENCE

3



HBC
Jose Lopez, PE
PAVEMENT MARKING

Jose has served as Engineer of Record (EOR) for various Florida Department of Transportation (FDOT) projects, including district-wide projects. He has managed and engineered the development of plans and specifications for civil engineering projects involving site developments, stormwater drainage systems, signalization, paving and grading, water, sanitary sewer, erosion control, and utility relocations. He has also led public and private capital improvement projects from the design stage up to implementation, ensuring compliance with quality, budget, time, and safety standards.

EDUCATION

- BS Civil Engineering

YEARS EXPERIENCE

16

PROFESSIONAL REGISTRATION

- PE - 2016, FL, #81014



HBC
Orlando Penate, PE
LIGHTING

Orlando is an experienced professional electrical engineer with a successful history of working in the civil engineering industry. He is proficient with AutoCAD, Computer-Aided Design (CAD), Bentley MicroStation, Open Road Designer, and AGi32 Lighting Analysts. He is also highly skilled in electrical wiring, databases, and measurements. He has served as the Engineer of Record (EOR) for multiple lighting projects and has been responsible for the production and management of all phases of design.

EDUCATION

- BS, Electrical Engineering

YEARS EXPERIENCE

15

PROFESSIONAL REGISTRATION

- PE - FL, 2016, #80385



HBC
Greg Prytyka, PE
TRAFFIC ANALYSIS

Greg has designed and managed projects in both client and consultant roles. As an employee of FDOT's Central Office, he participated in the development and implementation of statewide standards, criteria, procedures, and guidelines. He has been relied on to provide technical advice, and assistance to districts and their consultants on issues related to engineering. Greg has over 40 years of experience in the civil engineering field, specializing in traffic engineering, traffic operations, transportation planning, signal systems, highway design, and project and client management.

EDUCATION

- BS, Civil Engineering,

YEARS EXPERIENCE

40

PROFESSIONAL REGISTRATION

- PE, FL, #36868
- PTOE, #758



KEITH
Pramod Choudhary, PE
TRAFFIC ENGINEERING

Pramod has strong project management capabilities reflected through the successful handling of a wide range of traffic, transportation and roadway design projects in Florida. Areas of expertise include traffic operations and corridor studies, transportation planning studies, traffic and toll plaza simulation, interchange operational analysis, PD&E studies, safety studies, roadway lighting design, signal design, bicycle and pedestrian plans, parking studies, design traffic and equivalent single axle load, travel time and delay studies, and traffic engineering support for various FDOT endeavors.

EDUCATION

- MS. Transportation Engineering

YEARS EXPERIENCE
29

PROFESSIONAL REGISTRATION

- PE - FL, 2004, #61641



KEITH
Kelli Schueler, PLA, LEED AP
PAVEMENT/SIDEWALK

Kelli provides planning, design and project management services for a wide variety of project types through all phases of the development process. Her knowledge of the local environment, innovative technologies and sustainable best practices is combined with a creative approach that is detail oriented, ensuring designs are implemented both efficiently and accurately. Kelli is motivated by the opportunity to create special moments within the urban environment.

EDUCATION

- BS Landscape Architecture

YEARS EXPERIENCE
17

PROFESSIONAL REGISTRATION

- PLA, Florida, #LA666765



MOFFATT & NICHOL
Nicole Pauly, PE
SEAWALL AND DOCK DESIGN

Nicole has experience in the planning and design of marinas, ports, and other waterfront facilities. She has provided planning and engineering services for a wide variety of waterfront projects in Florida and the Caribbean with a special focus on marina and site planning for small craft marinas, superyacht marinas, and recreational parks. Nicole's experience includes project management, concept development and master planning, marina and site planning, field assessments, repair of existing facilities, and the design and construction of new marina and port facilities.

EDUCATION

- MSCE, Civil Engineering
- BSCE, Civil Engineering

YEARS EXPERIENCE
10

PROFESSIONAL REGISTRATION

- PE - 2014, FL, #78638



MOFFATT & NICHOL
David Finely, PE
BRIDGE DESIGN

David has experience in transportation projects including bridges, culverts, sign structures, and signalization structures. His portfolio includes bridges (new construction, widenings, replacements, repair/rehabilitation, and pedestrian), culverts, and drainage structures along with specialty items such as top-down construction to reduce environmental impacts, cathodic protection to extend bridge service life, bridge jacking, value engineering, and analysis of structures for overloads during construction. He is experienced with design-bid-build and design-build delivery methods.

EDUCATION

- BSCE, Civil Engineering

YEARS EXPERIENCE
38

PROFESSIONAL REGISTRATION

- PE - FL, 1988, #40119
- PE - GA, 1995, #02260
- PE - LA, 1998, #0028072



Roberto's 31 years of diversified experience as a structural engineer, project manager, and public service provider make him a key resource that is unique and difficult to find. He provided Construction Support Services and developed repair procedures for prestressed Florida-I Beam damaged during transportation and installation on bridges, based on applicable FDOT specifications and the Prestressed Concrete Institute (PCI) Journal.

EDUCATION

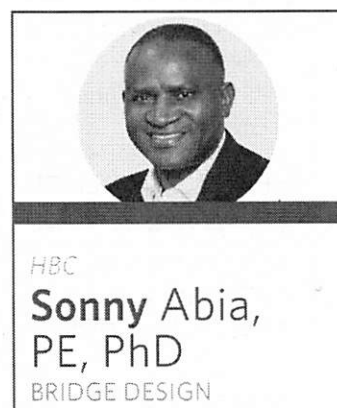
- MS, Civil Engineering

YEARS EXPERIENCE

31

PROFESSIONAL REGISTRATION

- PE - FL, 1995, #48982



Sonny is a Florida Professional Civil Engineer with design and construction experience in several specialties, including Highway/Roadway design and construction, building/structures design, building inspections, plans production, permitting, land development, project and consultant management, contract administration, cost estimates, plans reviews, and specifications. Sonny's multidisciplinary career in the public sector, has involved experience in roadway design and land development, and significant experience with coordination and management of utilities in densely populated areas.

EDUCATION

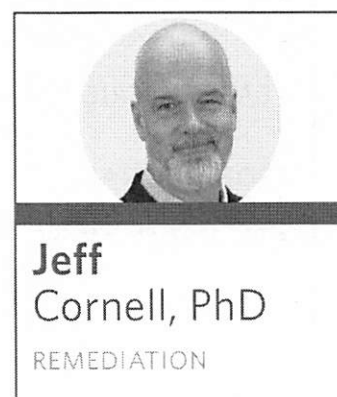
- PhD in Civil Engineering
- MS in Civil Engineering

YEARS EXPERIENCE

33

PROFESSIONAL REGISTRATION

- PE - FL, 1994, # 48190
- TTC Advanced



Jeff has 36 years' government and private sector experience in all aspects of supporting Environmental Services and developing responses to Emerging Contaminant regulatory pressures and technical challenges. Expert at providing program and project execution oversight, technical and strategic direction, quality management, and opportunity identification and capture/proposal management of complex portfolios of Environmental Services and PFAS-related projects to achieve growth, brand elevation, and profitability1

EDUCATION

- PhD, Engineering
- MS, Engineering & Water Treatment

YEARS EXPERIENCE

44

PROFESSIONAL REGISTRATION

- PE - 2014, FL, #78638



Tara has over 10 years of experience in NPDES permitting and regulatory compliance. Her NPDES permitting experience includes the administration of the State of Kansas's NPDES permitting program for confined animal feeding operations (CAFOs); the review of permit applications; evaluation of environmental and biological data; preparation of permits and development of compliance requirements. Ms. Mahin also has experience negotiating formal and informal compliance agreements and conducting public permit hearings.

EDUCATION

- MS, Environmental Law
- JD, Environmental Law
- BS, Ecology

YEARS EXPERIENCE

11



**Brian
O'Neal**

BIOLOGICAL SERVICES

Brian is a Project Manager with experience in environmental permitting regulations spanning across several of Black & Veatch's global business lines including power, oil & gas, special/federal projects, and water. O'Neal specializes in permit application preparation, air dispersion modeling and impact studies, and meteorological and climatological studies. O'Neal has served Black & Veatch in various capacities, including as a lead dispersion modeler and permitting manager for numerous power generation and power delivery projects.

EDUCATION

- MS, Business Administration
- BS, Atmospheric Science

YEARS EXPERIENCE

24



**Barbara
Butler, PE**

PHASE 1 ASSESSMENT

Barbara has more than 30 years' experience in environmental engineering investigation, design, and assessment. Site management experience includes planning, field investigation, characterization, assessment, remedial design and implementation, and risk assessment. Barbara has extensive experience working on various environmental and remedial investigation projects.

EDUCATION

- MS, Environmental Engineering
- BS, Environmental Engineering

YEARS EXPERIENCE

33

**PROFESSIONAL
REGISTRATION**

- PE - KS, 1993, #12898



QUEST
**R.N.
Sailappan, PE**

PHASE 1 ASSESSMENT |
GEOTECHNICAL

R.N. has over 32 years of engineering industry experience, with 30 of those years being in South Florida. He has worked on hundreds of projects such as roadways, utilities, public facilities, commercial projects, residential projects, stadiums and arenas, providing construction materials testing, geotechnical engineering, structural inspections, forensic repair designs, wind load evaluations as well as engineering consultations with regard to roofing, ground vibrations, light and sound analysis.

EDUCATION

- MS, Civil Engineering
- BS, Naval Architecture

YEARS EXPERIENCE

32

**PROFESSIONAL
REGISTRATION**

- PE - 1993, FL, #46696



KEITH
**Michael
Mossey, PSM**

SURVEY/SUBSURFACE
UTILITY LOCATES

Michael Mossey has extensive experience in land surveying and mapping in South Florida. He has extensive senior project management experience for large-scale projects and continuing service, on-call type contracts for both public and private sector clients. He is a highly talented Quality Surveyor with a successful track record in budget time. Michael's experience includes a wide range of projects incorporating GIS deliverables for various agencies throughout Broward County.

EDUCATION

- Courses Completed, Maryville College

YEARS EXPERIENCE

42

**PROFESSIONAL
REGISTRATION**

- PSM - FL, #LS5660



KEITH
Tim
Gray, PSM
SURVEY/SUBSURFACE
UTILITY LOCATES

Tim has worked on several Water and Wastewater projects in South Florida. His recent project experience includes surveying activities, preparing site-plan drawings, preparation for on-site paving, grading and drainage plans that meet the requirements for regulatory agencies, including stormwater pollution prevention plans.

EDUCATION

- BS, Geomatics

YEARS EXPERIENCE

23

PROFESSIONAL REGISTRATION

- PMS - FL, #LS6604



KEITH & ASSOCIATES
Alvin
Santiago, PSM
LIDAR/DRONES

Alvin Santiago has 21 years of experience and has a record of success working on multi-million dollars, high-profile construction projects for the public, commercial, and private sectors. Excellent organization skills, time management and analytical and problem-solving. He directs construction and surveying projects in the United States.

EDUCATION

- BS, Land Surveying and Topography

YEARS EXPERIENCE

21

PROFESSIONAL REGISTRATION

- PSM, Florida, #LS7160



KEITH & ASSOCIATES
Pablo
Dominguez
LIDAR/DRONES

Pablo has experience as a survey technician and survey party chief. He has experience with construction layout, boundary surveys, topographic surveys, ALTA/ NSPS surveys, right of way surveys, route surveys, and specific purpose surveys. He also has experience with FDOT DTM and Right of Way Mapping.

EDUCATION

- Courses Completed, Miami-Dade College

YEARS EXPERIENCE

25

PROFESSIONAL REGISTRATION

- FAA Remote Pilot Certificate - 2018 FL, #4180471



QuEST
Joseph
Simhon, PE
GEOTECHNICAL
STUDIES

Joseph has nearly ten years of experience in the realm of drafting, structural design, materials testing, structural inspections and construction management. Joseph's focus in college was in civil and structural engineering. He is familiar with the Florida Building Code and local industry practices for concrete, steel and wood construction.

EDUCATION

- BSCE, Civil Engineering,
- BSBA, Business Management

YEARS EXPERIENCE

9

PROFESSIONAL REGISTRATION

- PE - FL, #86388
- Certified General Contractor, #1520177



QuEST
Reza
Javidan, PE
MATERIALS TESTING

Reza has over 30 years of engineering industry experience of which over 17 years have been in South Florida. He has worked on hundreds of projects such as roadways, utilities, public facilities, commercial projects, residential projects, providing construction materials testing, geotechnical engineering, structural inspections, wind load evaluations as well as engineering consultations with regard to roofing and ground vibrations.

EDUCATION

- MS, Civil Engineering
- BS, Civil Engineering

YEARS EXPERIENCE

30

PROFESSIONAL REGISTRATION

- PE - 2003, FL, #60223



MOFFATT & NICHOL
Jacqueline
Brower, PE
COASTAL ENGINEERING

Jacqueline's experience includes coastal structure design, shoreline protection and beach nourishment projects; marina planning and circulation studies; coastal watershed hydrology studies; estuarine/riverine hydrodynamic, sedimentation and water quality evaluation; wetland related hydraulics and tidal muting studies; coastal and riverine flood control, protection and damage analysis; wave propagation modeling.

EDUCATION

- PhD, Coastal and Oceanographic Engineering
- ME, Water Resources Engineering
- BS, Civil Engineering,

YEARS EXPERIENCE

7

PROFESSIONAL REGISTRATION

- PE - 2020, FL, 89887



Hector
Torres, PE
MECHANICAL
ENGINEERING - PUMP
STATIONS

Hector is a Mechanical Engineer within Water's Global Engineering Services Division that specializes in the design of mechanical process systems for water and wastewater treatment facilities and pumping stations.

EDUCATION

- BS, Mechanical Engineering

YEARS EXPERIENCE

16

PROFESSIONAL REGISTRATION

- PE - 2007, Puerto Rico, 22115



Larry
Pittman, PE
MECHANICAL
ENGINEERING - PUMP
STATIONS

Larry specializes in the design of engine-driven equipment and fuel storage and distribution systems for water and wastewater treatment facilities and pumping stations. He has also provided reliability assessments, payback analysis, and energy usage evaluation studies for many different sizes of engine-generators.

EDUCATION

- BS, Mechanical Engineering

YEARS EXPERIENCE

44

PROFESSIONAL REGISTRATION

- PE - 1983, KS, 9444



**Michele
Roth, PE**
HVAC

Michele has experience in the design and task leadership of various mechanical systems, including heating, ventilating, and air conditioning (HVAC), odor control, plumbing, and dehumidification systems for many water and wastewater treatment, distribution, and collection facilities as well as dam, tunnel and substation facilities.

EDUCATION

- BS, Mechanical Engineering

YEARS EXPERIENCE

41

**PROFESSIONAL
REGISTRATION**

- PE - FL, 82002



**Maceo
Lewis, PE, ENV SP**
CONSTRUCTION
MANAGEMENT

Maceo has over 21 years' experience in the consulting business and relative experience includes ranging types of wastewater and water projects from the beginning planning phases, including funding identification, to design and through construction.

EDUCATION

- BS, Civil Engineering, Minor - Environmental

YEARS EXPERIENCE

21

**PROFESSIONAL
REGISTRATION**

- PE - 2006, IN, 10606563
- Envision™ Sustainability Professional



**Kevin
Cevallos, PE**
CONSTRUCTION
MANAGEMENT

Kevin is a design engineer with experience and knowledge of water and wastewater systems. He has served as design engineer on several civil engineering projects, including water and wastewater treatment plant facilities design. He has extensive experience with construction inspection for water and wastewater (linear and unit processes) projects.

EDUCATION

- BS, Civil Engineering

YEARS EXPERIENCE

7

**PROFESSIONAL
REGISTRATION**

- PE - 2019, FL, #87466



**Jeff
Thompson**
ENG. SERVICES DURING
CONST.

Jeff has over 35 years of construction experience including the last 6 years with BV Water division building a 60 mgd waste water pumping station and refurbishing 28 mgd waste water outfall pumps.

YEARS EXPERIENCE

35



HBC
Willy
Giron, PE
CONSTRUCTION
INSPECTION

Willy is a qualified Professional Engineer with ten years of working experience in construction and project management for residential, commercial, and industrial projects. His experience ranges from structural, environmental, cost estimation, document control, and project/construction management.

EDUCATION

- PhD, Civil Engineering
- MS, Civil Engineering

YEARS EXPERIENCE

10

PROFESSIONAL REGISTRATION

- PE, FL, # 86730



HBC
Daniel
Chang, PE
CONSTRUCTION
INSPECTION

Daniel brings Construction Project Management, Construction Program Management, and Construction Engineering and Inspection (CEI) experience and has been involved in numerous, prominent transportation construction projects in Miami-Dade and Broward Counties.

EDUCATION

- BS, Civil Engineering

YEARS EXPERIENCE

39

PROFESSIONAL REGISTRATION

- PE, FL, # 41853



Ron
Parker
START UP/
COMMISSIONING &
O&M

Ron has more than 40 years of experience in the management of treatment plant operations, facilities operation and maintenance (O&M), treatment plant startup and commissioning, disinfection and neutralization of assorted structures and pipelines, operator training, process control troubleshooting, equipment maintenance, and O&M manual preparation. His experience also includes plant operations management and technical specialties, project procurement and evaluation, and contract management.

EDUCATION

- BS, Education
- AA, Butler County
Community College

YEARS EXPERIENCE

40

PROFESSIONAL REGISTRATION

- Certified Class IV Water
Supply Operator, KS, 1982
- Certified Grade 4 Water
Treatment Operator, AZ,
2018



Dennis
Trupka, RA
ARCHITECTURAL

Dennis is a design architect for laboratory, water, and wastewater projects. His experience as a project architect and a design architect includes 42 years of design of municipal and commercial buildings. He has been involved in programming, design, construction drawings, specification writing, finish selections, construction observation, and facility assessments.

EDUCATION

- BS, Architecture

YEARS EXPERIENCE

42

PROFESSIONAL REGISTRATION

- License, Architect, #AR
94845, Florida, United
States, 2009



**Robert
Dickman, PE**
ELECTRICAL

Robert has more than 13 years in project and construction management, design and implementation of electrical and process automation and control systems in water, wastewater, commercial, telecommunication, and industrial industries. He has expertise on numerous types of water infrastructure and treatment facilities. His experience includes electrical low and medium voltage services and facility distribution, instrumentation, controls, SCADA, and radio communications.

EDUCATION

- MS, Energy Management,
- BS, Electrical Eng.,

YEARS EXPERIENCE
13

PROFESSIONAL REGISTRATION

- PE - 2022, FL, #93155



**David
Garcia, EI**
ELECTRICAL

David is an electrical engineer with experience in the manufacturing, automation, water and wastewater industries. Since joining Black and Veatch, he has joined in the development of security and privacy SCADA policies for water and wastewater utilities, led and supported projects to replace low and medium voltage switchgears, as well as replacing and adding power generation to utilities.

EDUCATION

- MS, Electrical Eng.
- BS, Electronics Eng.

YEARS EXPERIENCE
10

PROFESSIONAL REGISTRATION

- EI - FL, #1 100023150



**Larry
Brouillette, PE**
I&C

Larry is a senior I&C engineer responsible for the process design and development of various wastewater, reclamation, and potable water, facilities. He has participated in a wide range of project activities including feasibility studies, alternative technologies review, design, construction services, final commissioning and training.

EDUCATION

- BS, Electrical Engineering

YEARS EXPERIENCE
38

PROFESSIONAL REGISTRATION

- PE - 2002, FL, #57973
- PE - 2003, VA, #0402037398



**Laurie
Kusmaul**
SCADA PROGRAMMING

Laurie is a solutions-oriented Industrial IT Professional with proven success designing, implementing, and integrating cost-effective, high-performance technical solutions in various markets, especially the water & wastewater pumping industry. She has a strong background in Information Technology, Project Management, and Electrical Controls.

EDUCATION

- MBA, Management Information Systems, Databases
- BS, Business Information Systems, IT & Networks

YEARS EXPERIENCE
18

PROFESSIONAL REGISTRATION

- Trihedral VTSCADA Advanced Programmer



**Chad
Barker**

COST ESTIMATING

Chad has 30 years of experience in the civil, water, wastewater, and transportation construction industry, with experience on multiple sizes and types of roadwork, sitework, pipeline, WWTP, & WTP, projects. In addition to developing detailed project cost estimates, he has also developed detailed cost tracking systems, effectively managed projects, and personnel, as well as operated a medium sized, self-performance contracting firm during my time in the industry.

EDUCATION

- Civil Engineering Coursework
- AA, Hillsborough Community College

YEARS EXPERIENCE
30

PROFESSIONAL REGISTRATION

- Florida Licensed Underground Utility and Excavation Contractor, #CUC57098



**Roberto
Santiago, PE**

SCHEDULING

Roberto has worked on a wide range of water resource projects, solar energy, and housing projects. He is also experienced in construction projects. He acquired relevant experience in the pre-construction process as an employee of one of the top architecture, engineering, and planning firms in Puerto Rico. His experience covers the complete lifecycle of projects.

EDUCATION

- BS, Civil Engineering

YEARS EXPERIENCE
15

PROFESSIONAL REGISTRATION

- PE - 2017, FL, #83928
- PE - 2011, PR, #22520



**Jo Ann
Jackson, PE**

REUSE PLANNING & DESIGN

Jo Ann has experience with planning, permitting, design, and/or implementation of nearly every type of water reuse program from traditional urban and agricultural irrigation reuse systems to innovative wetland environmental enhancement projects and potable reuse.

EDUCATION

- ME, Environmental Engineering
- BS, Environmental Science

YEARS EXPERIENCE
39

PROFESSIONAL REGISTRATION

- PE - FL, 1987, #38674



**Ed
Rectenwald, PG,
PMP**

HYDROGEOLOGY

Ed has a wide variety of experience in various hydrologic, geologic, environmental investigations, and expert witness testimony. This experience includes project management, design, permitting, construction, and testing of Class 1 injection wells, Class V ASR wells, Aquifer Recharge wells, irrigation wells, and rehabilitation of deteriorated wells.

EDUCATION

- MSc, Geology
- BSc, Geology

YEARS EXPERIENCE
26

PROFESSIONAL REGISTRATION

- PG - FL, #PG2469
- PG - GA, LA, TX
- PMP - #1965005



**Anamaria
Sarmiento, PG**
HYDROGEOLOGY &
DRAINAGE WELLS

Anamaria's experience includes drilling/test pit exploration oversight, deep injection well and monitoring well installation, hydraulic testing, and multimedia sampling at public works facilities. She also has experience in construction coordination which involves providing oversight at project sites prior to, during, or after remedial construction-related activities to assess feasibility, monitor progress, and/or ensure conformance.

EDUCATION

- BSc, Geoscience

YEARS EXPERIENCE

8

PROFESSIONAL REGISTRATION

- PG - 2013, FL, #PG3031



DICKEY CONSULTING
**Sheryl
Dickey**
PUBLIC OUTREACH
& STAKEHOLDER
INVOLVEMENT

Sheryl, the founder and owner of Dickey Consulting Services, is a community and economic development professional with more than 35 years of experience and a track record of success in these areas. She has worked with numerous clients in the state of Florida and is a longtime Broward County resident and business owner.

EDUCATION

- BSSW

YEARS EXPERIENCE

35

CERTIFICATIONS

- Charrette Planner National Charrette Institute
- Public Meeting Facilitator, National Charrette Institute



DICKEY CONSULTING
**Carla
Hankerson**
PUBLIC OUTREACH
& STAKEHOLDER
INVOLVEMENT

Carla is a customer relations professional with nearly 30 years of experience supporting clients and projects. She is an organized self-starter with excellent personal and presentation skills. Her experience includes working with federal, state, and local governmental agencies, working with municipalities in the tri-county area, and working with public and private organizations. Her approach to projects is to provide input, actively participate on cross-functional teams, and adapt to specific client needs.

EDUCATION

- AD, Business Economics

YEARS EXPERIENCE

30



**Francesca
McCann**
FEMA COORDINATION &
FUNDING + MORE

Francesca brings 21 years of financial and commercial leadership in the water and energy sectors. Her expertise includes funding and financing assessment and strategy, securing grant and loan funding, alternative delivery, stakeholder relations, and financial project structuring. Francesca currently serves as Business Development Director for infraManagement Group (iMG), a Black & Veatch company.

EDUCATION

- MBA, International Finance
- BS, International Political-Economy

YEARS EXPERIENCE

21



**Mark
Seastead**
CITYWORKS
INTEGRATION

Mark has over 28 years of program management, consulting, and system implementation and integration experience on projects for private entities, municipal government and water, wastewater, and transportation focused clients. He specializes in work and asset management program development, CMMS solution selection, business process mapping, systems implementation and refinement, systems integration, and end user training and support.

EDUCATION

- MS, Resource Planning
- BS, Geology

YEARS EXPERIENCE
28



**Brian
Lendt, GISP**
GIS

Brian specializes in areas related to information solutions and analysis for water and wastewater utilities. His experience includes working with clients of various sizes to develop geospatial and information management solutions including mobile and cloud, adaptive capital improvement planning, business intelligence, GIS-hydraulic model integration, asset management and water and wastewater asset risk prioritization and rehabilitation.

EDUCATION

- Masters, Other, GISciences
- BS, Geography, GIS,

YEARS EXPERIENCE
21

PROFESSIONAL REGISTRATION

- Certification, IAM Certificate, Kansas, 2021
- Certified GIS, Kansas, 2009



**Clayton
Glatt**
CAD

Clayton is a BIM/CAD project lead for Black & Veatch water conveyance projects throughout Florida. With his experience leveraging both CAD and GIS platforms across multiple engineering disciplines, Clayton can offer solutions for projects requiring any combination of detailed design and plan production, geospatial analysis, mapping, as-builts, and asset data organization.

EDUCATION

- Geospatial and Database Technology

YEARS EXPERIENCE
21

SOFTWARE EXPERIENCE

- ArcGIS, ModelBuilder
- Civil/Map 3D, InRoads
- Microstation, InRoads
- Pipeline Open Database Model (PODS)



**Vince
Rea**
ALTERNATIVE PROJECT
DELIVERY

Vince is a DBIA and CCM Certified professional, a BV Certified Lean Champion, and is a highly effective team leader with a proven track record in design-build, at-risk self-performance construction, CMAR, cost estimating, procurement, scheduling, and contract management. During the first 15 years of his career, he effectively bid and constructed numerous at-risk water/wastewater projects for large self-performing general contractors before joining Black & Veatch 27 years ago to focus on the emerging design-build market.

EDUCATION

- BS, Civil Engineering
- AAS, Civil Engineering

YEARS EXPERIENCE
42

PROFESSIONAL REGISTRATION

- Licensed General Contractor - NC 30353
- Certified DBIA Design-Build Professional



**Robert
Chambers**

FUNDING/ALT.
FINANCING

Robert's utility knowledge covers a wide range of utility management and operating issues, including cost of service and rate analysis, financial planning, capital financing, acquisitions and valuations, energy management, customer affordability, business case analysis, and strategic planning.

EDUCATION

- MBA, Finance
- BS, Finance
- AA, General Studies

YEARS EXPERIENCE

19



**Walt
Reigner, PE**

VALUE ENGINEERING

Walt has gained a wide range of experience during his 38-year tenure as an engineering consultant, including project planning, regulatory permitting, infrastructure design, mining/reclamation planning, construction management, and comprehensive integrated watershed management.

EDUCATION

- MSCE, Water Resource Engineering
- BS, Civil Engineering

YEARS EXPERIENCE

38

PROFESSIONAL REGISTRATION

- PE- 1989, FL, 44118
- Certified Professional in Erosion and Sediment Control- 2001, 1442



**George
Joyce, II, PE, PMP**

CONSTRUCTIBILITY
REVIEWS

George is a results-driven senior sales professional with experience in water and wastewater, infrastructure sales, management, marketing, Training, and strategic planning. He has proven record of accomplishment of significant contribution to profit levels and productivity by developing, training, and motivating a successful technical team.

EDUCATION

- MS, Engineering and Environmental Management
- BS, Civil Engineering

YEARS EXPERIENCE

24

PROFESSIONAL REGISTRATION

- PE - 2006, FL, #65170



**Steve
King, PE**

PERMITTING &
REGULATORY AGENCY
COORDINATION

Steve has extensive experience obtaining regulatory approvals for a variety of water and wastewater projects. Prior experience includes working as Permitting Supervisor during a seven-year employment with FDEP.

EDUCATION

- BS, Chemical Engineering

YEARS EXPERIENCE

22

PROFESSIONAL REGISTRATION

- PE - 2012, FL, 74954



KEITH & ASSOCIATES
**Dean
Koggan, PE**
PERMITTING &
REGULATORY AGENCY
COORDINATION

Dean is a Project Manager with experience working on various specialized engineering projects. His 9 years of experience in the civil engineering field has included project management and in-depth design work on various new development, redevelopment, and overall solutions for projects throughout South Florida.

EDUCATION

- BS, Civil Engineering
- MS, Civil Engineering

YEARS EXPERIENCE
9

PROFESSIONAL REGISTRATION

- PE - 2019, FL, #86612



KEITH & ASSOCIATES
**Omar
Rodriguez, EI,
CAPM, CFM**
PERMITTING &
REGULATORY AGENCY
COORDINATION

Omar is an emerging engineering professional with experience in civil engineering design projects including water, sewer and drainage systems as well as County and State-Wide permitting experience. Mr. Rodriguez has demonstrated his various abilities and qualifications as an engineer including utility design implementation using AutoCAD Civil 3D.

EDUCATION

- BS Civil Engineering

YEARS EXPERIENCE
4

PROFESSIONAL REGISTRATION

- EI - 2018, FL,
#1100022203

OUR EXPERIENCE DRIVES INNOVATION FOR OUR CLIENTS

Black & Veatch leads the industry in integrating all aspects of stormwater, water, wastewater, and reclaimed water systems and their facilities as well as improvement drivers beyond capacity concerns such as system condition, energy efficiency, resiliency, water quality, and regulatory impacts.



Throughout the project stages and tasks, Black & Veatch exhibited a commitment to understanding and addressing Charlotte Water's needs. Black & Veatch formed an exceptional team of technical and subject matter experts on a variety of topics including water system hydraulic modeling; risk-based assessments; resiliency assessments; and capital improvement plan management."

- KERI B. CANTRELL, PHD, PE
CHIEF ENGINEER, PLANNING & LAND DEVELOPMENT
CHARLOTTE WATER

5 Approach to Scope of Work

The City will benefit from resilient and reliable water, wastewater, and stormwater systems that will reduce sewer overflows, address water quality and stormwater concerns, and meet future regulatory and capacity challenges through Black & Veatch's in-depth experience on similar continuing services contracts.

UNDERSTANDING OF THE CITY'S NEEDS







Our project approach focuses on supporting the City in resolving its concerns related to sanitary sewer overflows, flooding, water quality, and stormwater. Black & Veatch will support the City by engaging our local water, wastewater treatment, stormwater, and hydraulic modeling professionals to provide practical and operations-friendly solutions to treatment challenges, water quality, sea level rise, and stormwater issues that the City is facing.

A key objective of our approach to this contract is to ensure that we have a firm understanding of the City's

needs for each assigned task order so we can engage only the resources that are needed to deliver the work successfully and cost-effectively.

We will gain this understanding by working with the City Project Manager and both the engineering and operations personnel involved with a project. By focusing on the City's specific needs and listening to understand, we will work with your staff to zero in on the most cost-effective solutions that truly meet the objectives of each project.

We understand that the City of Fort Lauderdale has the following needs:

CITY'S NEEDS	OUR SOLUTIONS	CITY BENEFITS
 Reliable wastewater and water treatment infrastructures and collection systems	Proven treatment technologies. Energy efficient improvements.	Resilient infrastructure. Reliable treatment systems. Reduction of sewer overflows.
 Extension of City Project Management staff for the design, bidding, and construction management.	BV FL staff includes experienced project managers and local readably available execution team.	Increase of project management and execution capacity by leveraging BV's resources with experience on similar projects.
 Master planning and analysis of utility budget and CIP for project funding	Adaptable master plan approach. Planning improvements based on triggers.	Improvement of the City's master plans and CIP through capital analysis and project prioritization aligned with the City's future needs. Support on performing feasibility and conceptual planning.
 Life-cycle cost analysis	Net present value analysis of portfolio of projects. Capital/OPEX costs.	Defensible investments. Project portfolio that is net positive cash value.
 Improved climate change and resilience measures	Integrated water resources approach. Flood routing and stormwater modeling expertise.	Infrastructure that can handle higher peaks and adapted for future growth.
 Address regulations and permitting requirements that may impact the City	Early coordination with permitting agencies. Establish relationships with regulatory agencies. Grant and funding application experts.	Represent the City with regulatory agencies. Be updated on proposed changes to laws/regulations. Seamless process in the grant and funding application approvals.
 Plant operations and sewer system evaluation surveys	Desktop evaluations to identify vulnerable areas and technologies.	Improvements at the right time, for the right asset with the right technology. Ensure continuous control of water quality.

PROPOSED VISION, IDEAS, AND METHODOLOGY

Black & Veatch's vision for the Civil Engineering, Continuing Service Contract is to support the City with the development of a reliable infrastructure system that will cope with future environmental challenges and regulatory requirements through an integrated water resources management approach and the implementation of resilience measures.

Our methodology includes:

- **Considering future sea level rise projections** to ensure improvements can withstand the future impacts of climate change.
- **Performing hydrologic and hydraulic evaluations** to evaluate multiple green infrastructure solutions, drainage system improvements alternatives, and desired level of service.
- **Utilizing risk-based prioritization** to evaluate stormwater system improvements, perform business case evaluations, and identify the recommendations that will maximize triple bottom line benefits (social, environmental, and financial) to the City.
- **Leveraging GIS, Cityworks, and LiDAR** to improve current system evaluation and optimize asset management.
- **Offering detailed design solutions** to consider sustainability benefits, such as energy efficiency optimization of pumping stations.
- **Ensuring proper coordination of utility infrastructure improvements through a master planning and CIP analysis**, so the City prioritize its projects in alignment with its future needs.
- **Providing focused, local permitting and regulatory agency coordination** to ensure successful permitting of the project and be updated in proposed changes in laws/regulations.
- **Leveraging Black & Veatch's FEMA and federal funding capabilities** to maximize the City's access to available public funding.
- **Leveraging Brizaga, Moffatt & Nichol, and HBC expertise** to provide resilient coastal solutions and adapted traffic solutions.
- **Leveraging Black & Veatch's construction expertise** to provide the City with comprehensive construction oversight during the implementation of the different proposed projects.

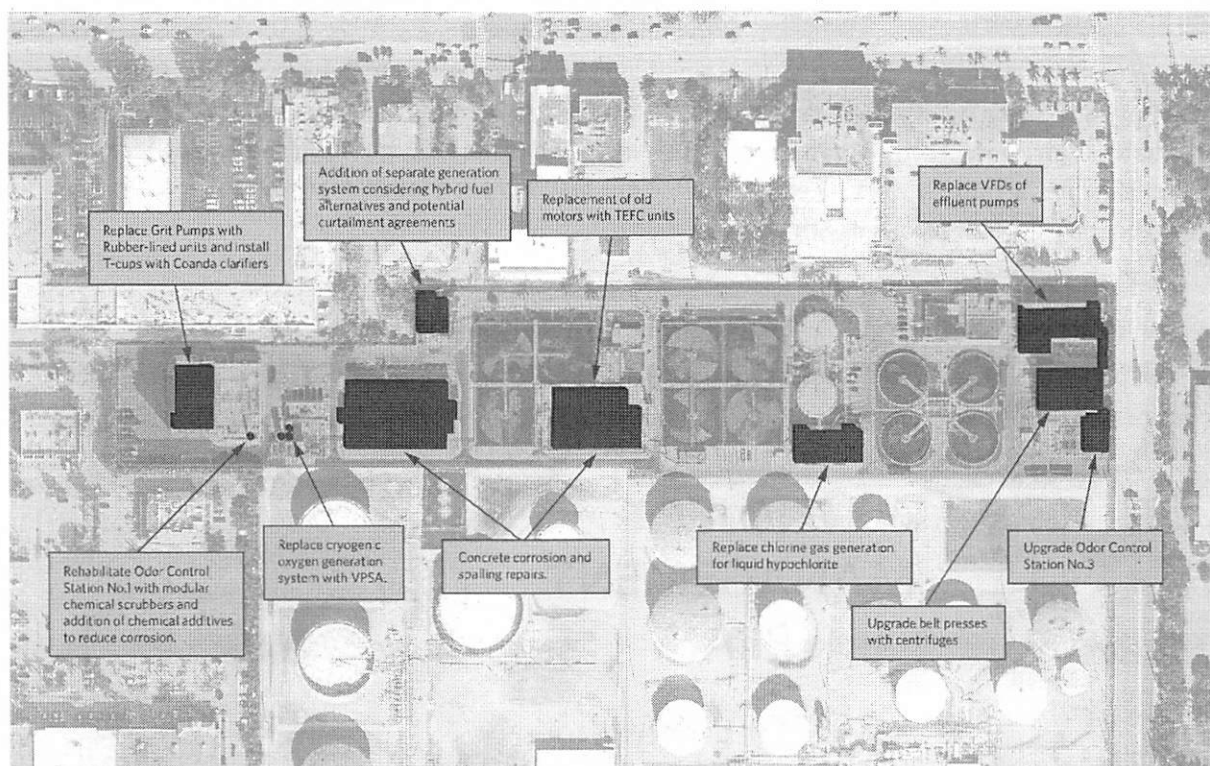


The City will receive system improvements that will improve the water quality of nearby water bodies.

An example of how we would implement our vision and methodology when supporting the City at the G. T. Lohmeyer WWTP includes optimizing its unit treatment processes, as illustrated in the graphic on the following page.

FIGURE 1. G.T. Lohmeyer WWTP Recommendations

OPTIMIZING THE UNIT TREATMENT PROCESSES AT THE CITY'S G. T. LOHMEYER WWTP



VISIONS, IDEAS, AND METHODOLOGY

- Improving efficiencies and lower treatment costs
- Replace Grit Pumps
- Rehabilitating Grit System
- Modify Odor Control Station No.1
- Improve Activated Sludge Process
 - Optimize Treatment Processes
 - VPSA to replace Cryogenic Oxygen
 - Trains C&D Concrete corrosion repairs
 - Trains C&D motors replacement
 - Concrete spalling repairs
- Improve Chlorination Facilities
- Improve Effluent Pump Station
- Upgrade Solids Handling Process
- Modify Odor Control Station No. 3
- Permitting Support for Renewal of FDEP UIC Permit
- Addition of separate power generation system
- Implement Solar Energy
- Increase treatment capacity

This figure highlights the location of recommended rehabilitation and upgrades to the G.T. Lohmeyer WWTP.

The City of Fort Lauderdale will receive projects on schedule, on budget, and of high technical quality by leveraging our proven project control tools and ISO 9001-compliant Quality Management System.

PROJECT PLANNING

Our project management approach describes the process Black & Veatch has successfully implemented on previous continuing professional services contracts, as well as the process planned for this contract. Additionally, we have described the process envisioned to interface with the City through our Project Director, Rafael Frias, supported by Project Manager, Isabel Botero, and their Functional Area Leads.

A key objective of our approach to this contract is to ensure that we have a firm understanding of your needs for each task authorization assignment for which we are selected. We will gain this understanding by working with the City's Project Manager and City staff involved with each task authorization.

By focusing on the City's specific needs and asking the right questions, we will work with your staff to zero-in on the most cost-effective scope of work that truly meet the project objectives.

Once we have this in-depth understanding, we will utilize our local resources with the appropriate background to best address your needs. However, we will not hesitate to bring the full resources of Black & Veatch to bear on a problem, whenever appropriate. By selecting Black & Veatch, the City will have easy access to some of the most renowned experts in the world supporting local talent in a fast and economical manner.



Black Veatch's project management approach involves enhanced single-point-of-contact communications, firm understanding of each assignment, use of local resources, continuous progress reporting, schedule and budget control, and detailed quality control.

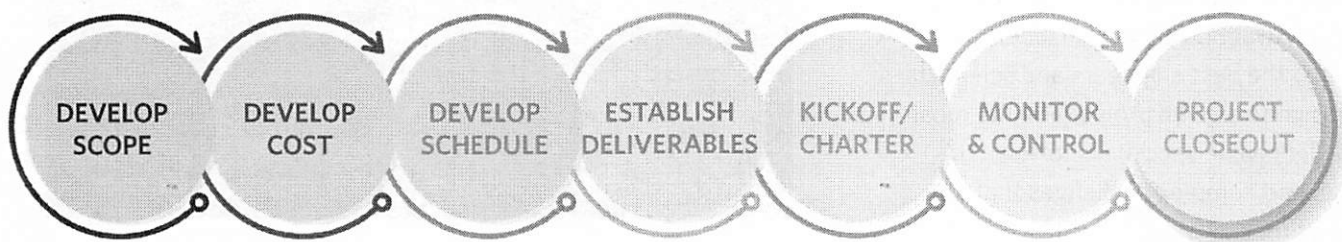
Approach to Task Authorization Development

Black & Veatch recognizes the value of a solid upfront effort in the development of new task authorizations.

Thorough coordination with the City's Project Manager, along with operations staff, is essential to define a scope of services that will meet the City's needs with respect to schedule, budget, and usefulness of project deliverables.

Our Project Manager, Isabel Botero, will meet with City staff as necessary to clearly identify the goals of an effort, to develop a detailed project schedule, and to define the specific deliverable requirements. All of these issues will be incorporated into the scope of services for a given task.

Isabel will then oversee the development of task authorization proposals and will always submit a draft version to the City's Project Manager for review to ensure agreement with the scope, schedule, and deliverable requirements. A CPM schedule will be included as an attachment to the scope of services in each new task authorization. The schedule would be presented in Primavera (or other format as preferred by the City) and would identify all major project milestones and significant phases of the effort.



Our systematic project execution approach illustrated in the below graphic allows us to quickly confirm the needs of projects facilitating a delivery that will meet or exceed the established schedule and budget.

INNOVATIVE MANAGEMENT TOOLS AND TECHNIQUES

Managing large, complex Task Authorizations has always provided opportunities to develop and apply innovative management tools and techniques. There are several key tools and techniques that will be applied to this contract.

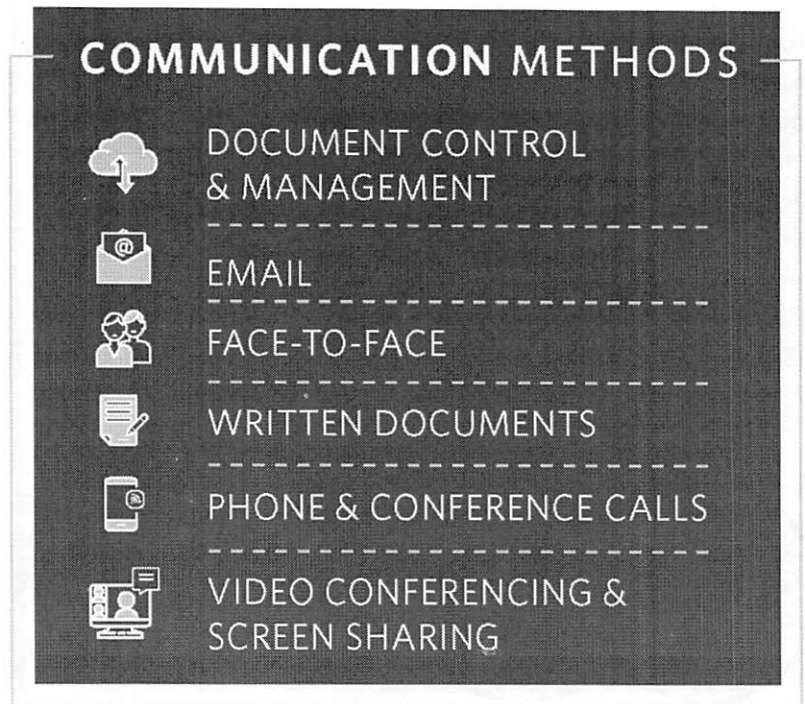
The internet provides a host of opportunities for improved coordination and communication, both within single and multi-firm projects and between the project team and the City. Centralized document management, file sharing for maps, drawings, photos and videos, version control for design and contract documents, and access to the most recent schedule and cost information are some examples of efficiencies realized using electronic communications, all of which will be used for this contract. These systems will be established and managed by Black & Veatch, and secure access will be provided to all team members and subconsultants, as well as to the City.

We have learned over many years of multi-firm projects that standardized tools and procedures are necessary to manage the flow of information. **We also plan to coordinate our design work with the City's existing standard specifications and design details.** For example, the Black & Veatch team will standardize by using the following software tools, relevant to the City's projects under this contract:

- Microsoft Outlook for email and meeting scheduling
- Scheduling using Primavera or Microsoft Project
- Document Tracking using Primavera's Scheduling and Contract Manager
- SharePoint
- Projectwise
- Hydraulic modeling - InfoWater, InfoWorks, as needed
- AutoCAD, Civil 3D and ArcGIS

Communication Ability

Isabel Botero, as Project Manager, will provide the City with a primary point of contact, therefore, facilitating communication and ensuring consistency in administrative functions. Isabel's skills and experience are well suited for this role. She has extensive experience managing different assignments under the continuing professional services contract. **Isabel has extensive experience in similar scope project managing a several number of subconsultants during design and construction services.** Isabel will identify the best engineers and scientists to assign to a given project and the most knowledgeable specialists to solve the tough and complex challenges that any project may involve.



The City's job will be made easier by leveraging our proven project management plan that will improve project quality, eliminate rework, and keep tasks on schedule and budget.

PROJECT CONTROLS

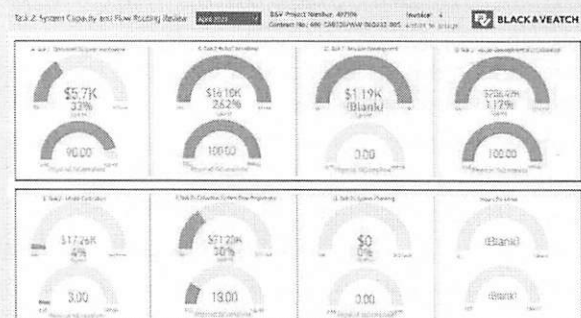
At the commencement of each Task Authorization, Black & Veatch's Project Manager will define project scope, schedule, and budget in consultation with the City's Project Manager. Our Project Manager will closely monitor and measure critical path activities to ensure the project is delivered on time and on budget.

Black & Veatch's Project Controls system, complete with budget information, will be used to track time and cost expenses for earned value (EV) reporting on all aspects of each project with the City. EV is a method of reporting project performance against in terms of schedule and budget.

Every month as part of the invoicing process, the EV of each activity is computed based on the percent complete of each task and the budget expended.

This process reveals problem tasks in terms of budget or schedule (or both), allowing for timely corrective actions.

Our Project Controls system and commitment to accountability for change is crucial to meeting project quality and budget goals and will save money to the City by preventing cost overruns.

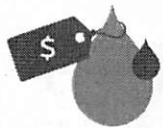


The City Will Have Access to Industry-Proven Project Control Tools

The City will receive successful, quality projects as a result of Black & Veatch's complete library of state-of-the-art project control tools. Our project controls approach includes the following:



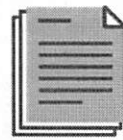
SCHEDULE CONTROL | We will work with the City during the scope development phase of each assignment to establish a schedule that will meet the City's established goals. Schedules may be developed in **Primavera** or **Microsoft Project**. We will provide the City's project managers with updated project schedules at each project milestone and other times as determined to be beneficial.



BUDGET CONTROL | Our project manager has access to an array of tools to facilitate tracking and management of project costs. For example, **EcoSys** is a newly-developed earned-value management-based system that enables the establishment of control accounts so that expenditures can be tracked and managed by both task and work group (such as engineering disciplines).



QUALITY CONTROL | Black & Veatch employs a strict QA/QC program in alignment with the key principles of **ISO 9000**. QA/QC reviews will be conducted at key milestones, which support schedule and budget success through early identification of developing issues and avoiding rework.



DOCUMENT CONTROL | Black & Veatch utilizes the **ProjectWise** document management system, which provides a secure environment for storage and retrieval of project drawings, specifications, reports, and data. This system provides the City with increased cyber-security, avoids document loss, and supports efficient production.



CONSTRUCTION COST CONTROL | Black & Veatch is a leading contractor in the industry. The resulting expertise and available estimating tools (i.e. **Timberline**) and resources enable us to develop accurate construction cost estimates to support the City's budget process.



CONSTRUCTABILITY | Our experience as a contractor also provides the expertise and resources to develop sound designs that can be constructed efficiently from the perspective of both cost and schedule. By thoroughly addressing construction sequencing and maintenance of operations during design, the City will benefit from avoidance of costly change orders and delays during construction.



EcoSys is a newly-developed earned-value management-based system that enables the establishment of control accounts so that expenditures can be tracked and managed by both task and work group (such as engineering disciplines).

QUALITY ASSURANCE/QUALITY CONTROL MANAGEMENT PLAN

Quality Assurance

Our Quality Assurance program encompasses Engineering/Design, Procurement (if applicable), Construction/Construction Management and Commissioning. Maintenance and improvement of the QMS are accomplished by quality audits, continuous improvement and QMS management review.

Quality Audits

Black & Veatch's internal quality auditors perform planned, systematic audits to give our management team and your project managers twofold assurance: that projects are being executed in accordance with quality plans, and the resultant products and services will meet specified requirements. Audit requirements come from industry standards, client contractual requirements, QMS compliance and project specific requirements. Audit follow-up actions, including corrective and preventive action, are tracked through to closure, and are reviewed and verified through subsequent audits.

Continuous Improvement

Black & Veatch reviews quality metrics, including audit reports, corrective action and preventative action records, customer feedback, verification records, and non-conformance records, along with other pertinent performance feedback information.

These reviews include the search for adverse process trends across functions and multiple projects. **The purpose is to determine if revisions to the QMS are required and, to promote continuous improvement.** These reviews also promote the critical nature of timely, transparent, and deliberate communication of the QMS documents.

Black & Veatch understands that most projects fail because of lack of communication – not because QA documents were not maintained. Black & Veatch will use these reviews to communicate with appropriate technical staff to reach consensus quickly and efficiently.



QMS Management Review

Black & Veatch reviews overall performance of the QMS annually, issuing written performance reports that includes recommendations for improving the system. The report is reviewed by Black & Veatch's leadership team and the results of the review are a set of action items that are assigned to our project managers with target completion dates. Our project managers plan, initiate, complete, and report the action item's completion. Completed actions are verified through subsequent audits. **In this way, the City is assured that we are following best management practices as they pertain to quality and continuous improvement.**

Quality Control

ISO 9001-Compliant Quality Assurance/ Quality Control Program

For all the projects under this contract, our goal will be to provide you with high-quality, on-time deliverables that can be counted on.

Black & Veatch's Quality Management System (QMS) is a company-wide documented system of planned processes and activities that ensures the effective operation, planning and control of our processes. We recognize that quality is a continuous improvement process updated through a constant feedback process to incorporate successful techniques and lessons learned from our project execution practices.

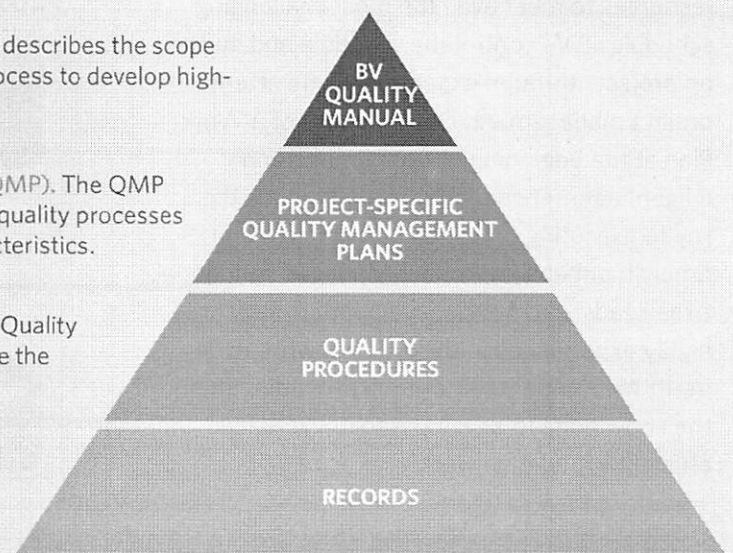
Our QMS is based on ISO 9001:2015 Quality Management System-Requirements and addresses all elements of the international standard as well as any project-specific codes, standards, contracts, drawings, and objectives. All Black & Veatch professionals are familiar with Black & Veatch's QMS. Our subconsultants will also be provided with our quality assurance and quality control requirements to ensure their submittals are in accordance to the expectations and meet your requirements of the scopes of work.

Black & Veatch is committed to providing quality-focused design engineering, construction and startup services.

- Assigning experienced team members that will remain throughout the duration of the projects for consistency
- Effectively communicating with the team and with your staff to ensure our commitment to quality meets your expectations
- Following your Standards and Ordinances
- Following Black & Veatch's established design and quality assurance and quality control procedures
- Providing independent quality review and verification of project deliverables
- Performing regular project quality audits to ensure compliance with all quality procedures
- Controlling project schedules and costs

Our Clients Receive High-Quality Projects from Black & Veatch's QMS Governance

- LEVEL 1** Black & Veatch Quality Manual. The manual describes the scope of the QMS and outlines Black & Veatch's process to develop high-quality work products.
- LEVEL 2** Project-Specific Quality Management Plan (QMP). The QMP will be tailored for each project, defining the quality processes applicable to the City's unique project characteristics.
- LEVEL 3** Quality Procedures to Execute the QMS. The Quality Manual includes quality procedures to execute the project-specific requirements.
- LEVEL 4** Detailed Records. Black & Veatch retains all required project records documenting that both the City's contractual and our QMS requirements were fulfilled.



UNDERSTANDING AND AWARENESS OF PERMITTING REQUIREMENTS

Our team will focus on early stakeholder engagement and communication, which will provide as a benefit a smoother permitting process, as the agencies are aware of the project long before a permit application is delivered. Our approach is to communicate with the required regulatory agencies early and often to keep them abreast of the project status, ensure timely approval of permits and minimize delays. We will develop a permit matrix as one of our technical submittals so that responsibility for permits is clearly identified to avoid a permit falling through the cracks.

ABILITY TO PERFORM EXPEDITIOUSLY

Black & Veatch will approach tasks in a consistent and uniform manner that will allow us to efficiently respond to changing project requirements, while developing engineering solutions that meet the City's needs. The foundation of this strategy is effective communications and establishing clear responsibility and understanding of the work requirements at the outset of the task.

The numerous technical and non-technical issues of potential projects will require a collaborative approach that encourages the direct involvement of City staff in workshops and selected meetings; we believe this approach is vital to the success of the project. Our collaborative approach will bring together project stakeholders on a regular basis.

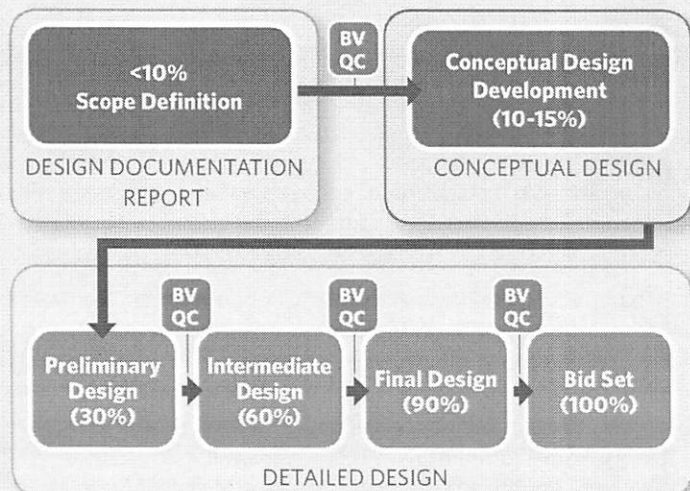
Black & Veatch recognizes the importance of meeting schedule and budget requirements. We are prepared to devote the necessary resources to meet even the most challenging schedules. We control the schedule and budget on projects through experienced and attentive project management. Development of a Work Plan at the beginning of each project and diligent adherence to that Work Plan are the key to executing projects in an efficient and timely manner. Our Project Manager, Functional Area Leads, and Specialized Support Staff are highly experienced in the types of work to be performed under this contract, providing them the knowledge to develop a solid Work Plan and efficiently guide the work.

The Project Workflow Model Streamlines Communications

One of the most important components of the design process is producing contract documents that are accurate, easy to interpret, and constructible. Black & Veatch starts with the development of a sound Project Execution Plan (PEP) to provide a guideline for the efficient execution of each project.

Black & Veatch has developed an effective tool called the **Project Workflow Model (PWM)**, illustrated below, to enhance coordination among design disciplines and optimize efficiency of the design team production of contract drawings, technical specifications, and other deliverables. **The City will benefit from the PWM by receiving a complete, accurate, and well-coordinated set of documents produced without time delays avoiding re-design efforts.**

PROJECT WORKFLOW MODEL



PROJECT TEAM'S RECENT, CURRENT, AND PROJECTED WORKLOAD

This project will encompass many diverse technical and delivery aspects that may need to be implemented simultaneously. Our team has the qualifications and availability to address all aspects presented in the Civil Engineering Continuing Service Contract; an extensive and diverse background in water resources management; knowledge of the City's facilities, infrastructure and local conditions; and the ability to complete each project within schedule and budget. Given our size, we are accustomed to working on projects concurrently. Our approach to staffing our projects focuses on finding the right balance between the required expertise for a project and the overall workload of our technical resources.

Company-Wide Resources

Should the need arise, Black & Veatch has a deep pool of additional resources that we can apply to meet any project needs under this contract. We offer a diversely capable staff of more than 300 professionals working in Florida and a deep-bench of over 8,000 professionals to draw resources from, including global experts in many critical areas. We will act in the City's best interests to meet challenging schedules or if needed to back up our local staff in the case of unforeseen circumstances.

Black & Veatch's diversity provides access to a unique set of specialized services and expertise. As one of the most diversely capable engineering firms in the world, we have the experience and professional resources to provide the broad range of services needed under this contract. In addition, Black & Veatch offers expertise in a host of specialty fields that differentiate us in the industry and enhance the value we deliver. **In addition to backup staffing capabilities, this depth of resources enables us to accelerate project schedules, if the City should have a preference to do so.**

Backup Staffing Capabilities

In the event of unforeseen circumstances, our team's exceptional depth of resources will allow us to apply equally qualified backup personnel without delay. **We have the ability to quickly and efficiently identify additional resources for any project team role without impact to the project's schedule or budget requirements.**

While our capacity to handle the workload under this contract is more than adequate with current staffing, Black & Veatch's business plan also includes making substantial additions to our Florida resources over the next year. While we constantly seek new talent to enhance our services to clients, we will maintain the key personnel and other key roles for the proposed team to service this important project.

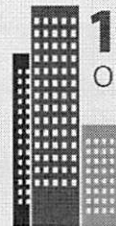
DEPTH OF RESOURCES

Diverse capabilities and depth of resources to meet any project need.

8,000+
PROFESSIONALS



100+
OFFICES



Our local Team is cross-trained in multiple areas of water infrastructure and services.



Our offices include state-of-the-art design equipment and software that will enhance our **innovative, cost-effective solutions for the City.**

We are confident in our ability to successfully perform this contract given our strength of resources, our projected workload, our proven management systems, and our successful track record on similar contracts of this size.

TEAM AVAILABILITY

Every member of our team was chosen to provide the best value and optimum service to the City for this Civil Engineering continuing services contract. We commit each member shown in our proposal to this contract and confirm each has the capacity to excel in their role. Project tasks are organized within our Project Execution Plan, which includes a detailed work breakdown structure. Each task within the work breakdown structure is sequenced on the schedule and includes the staff assigned to accomplish each task. This information is entered into our company-wide resource allocation tracking system to allow our Project Manager, Isabel Botero, PE, to track workload and assure availability of our Project Champions and support staff. If overloads are predicted, our systems enable allocation of additional resources to maintain the project schedule and commitment to this project.

TECHNOLOGICAL CAPABILITIES AND OTHER AVAILABLE RESOURCES

Black & Veatch offers a wide variety of technological capabilities and resources that can be utilized on this project. We have included several features below that are relevant for this project.

GIS Applications for Our Clients' Solutions

FIELD DATA COLLECTION & ASSESSMENT

Collecting accurate and reliable data to support real-time asset inventory and decision-making is a vital component to a successful asset management program.

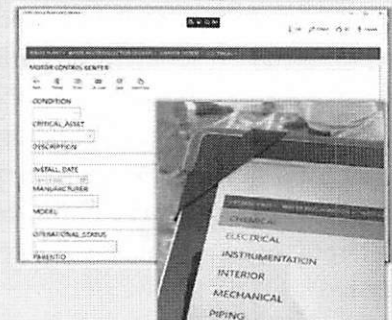
Configurable Mobile Solutions

Quick deployment of apps for your mobile workforce is vital to ensure that accurate information is captured in real-time and immediately available to make critical decisions. Our internal and external clients have had great success deploying easily configurable, low-cost mobile solutions to support a variety of activities including asset inventory collection, geotechnical investigations, construction monitoring, hydrant flow testing, valve exercising, environmental assessments and condition assessments.



Custom Mobile Solutions

Our mobile development toolkit allows us to deploy custom mobile applications when out-of-the-box solutions don't meet your mobile workforce's needs.



Some of our custom mobile solutions include

- Web-based configuration tools
- UX built with field crews in mind
- Support for multiple asset hierarchies
- Vertical asset inventory and inspection
- Available for iOS, Android or Windows

Civil 3D

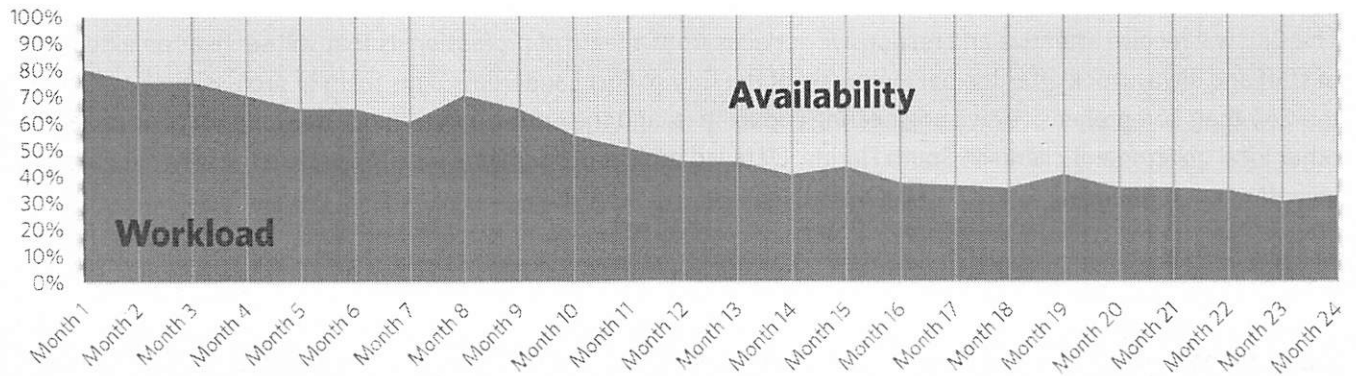
Black & Veatch utilizes Civil3D to help eliminate rework. Some of the benefits of Civil 3D include:

- Interactive design tool
- Survey, new information and SUE data is an efficient update that makes a seamless adjustment to a final design.
- Automatically adjust to new project information and unforeseen changes (e.g., new surface, utility relocations, design criteria changes, etc.)
- Conflict detection that can be leveraged to automatically modify utilities alignment and elevations, labels, etc.

Current and Anticipated Workload

Black & Veatch routinely forecasts projected workloads to make sure all projects are properly-staffed for the required level of work. Our current workload forecast confirms we have ample capacity and availability to provide the City with the necessary resources to be responsive to your needs and deliver a high-quality project expeditiously.

Team's Current Commitment During the Next 24 Months



Summary of Current Projects and Anticipated Completion Time Frame

This contract will be managed and executed locally from our team located within South Florida. Below is a list of current projects being coordinated from our South Florida offices, other projects staffed by members of our team, and their anticipated completion date.

CLIENT	PROJECT	ANTICIPATED COMPLETION
Florida Fish & Wildlife Conservation Commission	Dinner Island Ranch Wildlife Management Area Hydrologic Restoration, 60% Design	6/30/2022
North Bay Village	Stormwater Master Plan	7/30/2022
SFWMD	Dam Safety Program Development - Monitoring & Inspection Procedures	7/30/2022
City of Winter Haven	One Water Master Plan	9/30/2022
North Regional WWTP	Permit Renewal	9/3/2022
Miami-Dade Water & Sewer Department (WSD)	Lime Softening Residuals Disposal Lagoon	10/31/2022
City of Hollywood	Cityworks Phase II Implementation	2/1/2023
City of Cape Coral	Hancock Bridge Parkway Drainage Improvements	7/14/2023
Collier County	Sidewalk Improvements	6/1/2024
SFWMD	C-43 Reservoir Engineering During Construction	12/31/2024

The City will have access to a team that has the availability and local expertise to successfully deliver this continuing services contract.

6 References

The City will receive attentive and responsive services from a team of professionals that will serve as an extension of staff and always look after the best interests of the City of Fort Lauderdale. This team of professionals will bring the City their comprehensive civil engineering capabilities, and their proven experience delivering similar projects for other local government clients in South Florida. Detailed project descriptions are provided on the following pages that include client references.

Our clients benefit from our team's extensive knowledge acquired through working on previous contracts throughout Florida for stormwater, water, wastewater, and wastewater reuse projects. Our proven project management approach allows us to meet the City's needs and achieve success in meeting schedule, budget, and quality goals.

Continuing Engineering Services for Wastewater Treatment and Disposal System

Broward County Water and Wastewater Services



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, K, M

BENEFIT

Mechanical rehabilitation of existing clarifiers to ensure reliable performance

RELEVANCE

Improved access for maintenance of the WW master pump stations

TEAM MEMBERS

Rafael Frias, Isabel Botero, Tammy Martin, Brad Vanlandingham, Irene Testa



Black & Veatch has been providing continuing professional services to Broward County since 2013. Black & Veatch was re-selected to be the wastewater engineer agreement in 2019. The projects include the North Regional Wastewater Treatment plant, the wastewater collection system and the outfall systems.

DESCRIPTION OF THE WORK:

Design and Construction Management Services for Master Pump Stations 452, 458 and 460 - Wetwell Refurbish. The project included design, bidding and construction phase services for structural modifications. The improvements facilitate access and improve safety during maintenance operations.

Clarifiers Rehabilitation at the NRWTP. The project included technical services for the replacement of basin internals for basins A3, B1, B2, C3 and C4. The team identified the repairs required at each clarifier, assisted the County with the procurement of the equipment, and performed construction inspections.

Transformer Replacement at the NRWTP. An existing transformer was leaking and needed immediate replacement. Design, bid and construction phase services were provided.

In-House Electrical Support at the NRWTP. Development of operations and maintenance manuals that compiled SOPs for electrical equipment at the wastewater plant.



CLIENT LOCATION

2555 West Copans Road
Pompano Beach, FL 33069



REFERENCE

Oscar Asgar
(954) 831-0983
oasgar@broward.org



TOTAL COST OF CONSTRUCTION

Estimated: \$1.2M
Actual: \$1.3M



PROJECT DATES

Started: 2015
Completed: 2019

Renewal and Replacement GES for Hialeah and Preston Water Treatment Plants, Raw Water and Distribution Systems

Miami-Dade County Water and Sewer Department



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, J, K

BENEFIT

New lagoon allows for continuous residuals disposal for 50-years

RELEVANCE

Improved access for maintenance of the WW master pump stations

TEAM MEMBERS

Rafael Frias, Isabel Botero, Olena Lytvyn, Jon Dinges



Black & Veatch expedited the design and permitting of the 16-in sludge pipeline, allowing for the operation permit of the new sludge lagoon to process in parallel. By the time the permit for operations was obtained, the pipeline was already constructed to initiate sludge transfer into the lagoon.

DESCRIPTION OF THE WORK:

Task Authorization No. 1: Lime Residuals Disposal - FDEP Permitting, Groundwater Modeling Support and Pipeline Design. The project included services to obtain the Environmental Resources Permit from FDEP to add a new 120-acre sludge lagoon to store lime residuals from the Hialeah and Preston water treatment plants. Groundwater modeling was performed on the effects of the lime disposal site and the Northwest wellfield. The design of the 16-in sludge pipe extension to transfer the sludge to the new lagoon was also included in the project. The design of the 16-inch pipeline was accelerated to allow for bidding and award in parallel with finalizing the FDEP permit to operate the lagoon. By the time the permit for operations was granted, the pipe was already constructed.



CLIENT LOCATION

3071 SW 38th Avenue
Miami, FL 33146



REFERENCE

Virginia Walsh
(786) 251-1840
Virginia.Walsh@miami-dade.gov



TOTAL COST OF CONSTRUCTION

Estimated: \$360K
Actual: \$352K

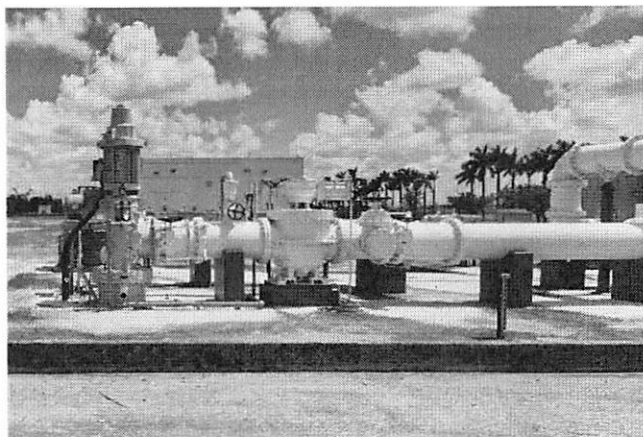


PROJECT DATES

Started: 2019
Completed: 2020

Water Use Permitting and ASR Well Testing

Miami-Dade County Water and Sewer Department



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, H, J, K,

BENEFIT

Increased Biscayne Aquifer WUP allocation from the SFWMD

RELEVANCE

Improved access for maintenance of the WW master pump stations

TEAM MEMBERS

Rafael Frias, Ed Rectenwald, Isabel Botero, Olena Lytvyn, Anamaria Sarmiento, Irene Testa



Black & Veatch has been assisting with preparation and supporting the groundwater optimization modeling for the South Florida Water Management District 20-Year Water Use Permit Modification application and approval, Aquifer Storage and Recovery design evaluation and potential system performance improvements, and Florida Department of Environmental Protection permitting.

DESCRIPTION OF THE WORK:

This project included groundwater and optimization modeling services utilizing the USGS UMD model and the MDWASD ODT for permit activities for the on-going WUP modification with the SFWMD. Black & Veatch performed model runs, develop and revise model codes, analyze and interpret results, and assist in technical report and peer review for submittal to the SFWMD.

The existing ASR wells have not been operational for a number of years. Black & Veatch performed the following investigation:

- Compilation of readily available geologic, hydrogeologic, and operational data.
- Review of available hydrogeological data, reports, and models particularly with respect to aquifer heterogeneity.
- Support MDWASD with the development of SEAWAT models of each ASR system based on available data.
- Based on the modeling results recommendations will be developed for future system operations.



CLIENT LOCATION

3071 SW 38th Avenue
Miami, FL 33146



REFERENCE

Virginia Walsh
(786) 251-1840 Vir-
ginia.Walsh@miami-
dade.gov



TOTAL COST OF CONSTRUCTION

Estimated: N/A
Actual: \$488K

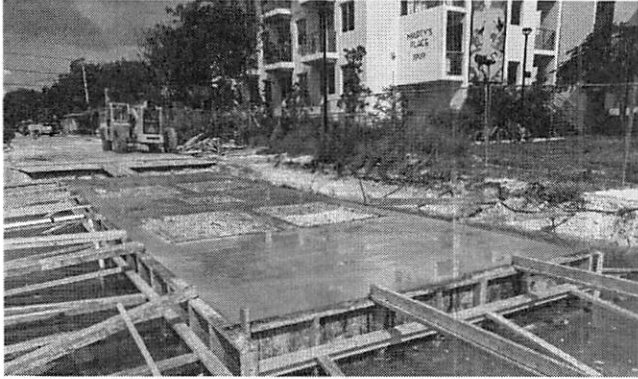


PROJECT DATES

Started: 2019
Completed: 2020

Dennis Street Stormwater Improvements Pump Station

City of Key West



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, B, D, K, L, M

BENEFIT

Improved water quality

RELEVANCE

Stormwater improvements within a neighborhood

TEAM MEMBERS

Rafael Frias, Jon Dinges, Tammy Martin, Kevin Cevallos

The City identified the need for stormwater improvements in sub-basin 3340 near the Key West High School, which had consistent standing water issues due to an ineffective existing gravity well at Dennis Street.

DESCRIPTION OF THE WORK:

Black & Veatch was requested by the City to provide design services for a new stormwater pump station to achieve the goal of lifting water to the existing outfall discharging to the salt ponds to reduce the duration of standing water. Our approach included a nutrient separating baffle box, submersible pump station, valve box, discharge piping to connect to the existing outfall, associated supporting infrastructure, and backup generator. Black & Veatch provided additional design details of mechanical components for use by construction contractors, clarification and timely resolution of discrepancies in drawings, review of building materials and equipment, design drawings of changes required for complete, and certified the project was completed. Once design and bidding are complete, Black & Veatch will provide construction administration support services.

CLIENT LOCATION

1300 White Street
Key West, FL 33040

REFERENCE

John Paul Castro
(305) 809-3902
Email: jcastro@cityofkeywest-fl.gov

TOTAL COST OF CONSTRUCTION

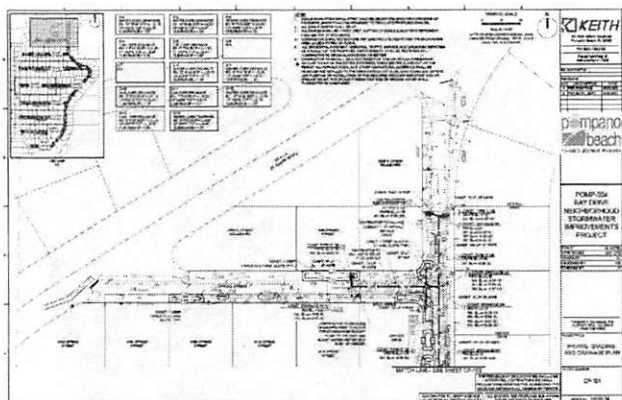
Estimated: \$2,708,250
Actual: \$2,736,306

PROJECT DATES

Started: 2016
Completed: 2021

Hillsboro Shores Drainage Improvements

City of Pompano Beach



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, B, C, E, F, I, M

BENEFIT

Understanding of local conditions, including high water table and sensitivity to public dynamics

RELEVANCE

Local Neighborhood Stormwater Improvements Project

TEAM MEMBERS

KEITH

The roadways in this high-end neighborhood were constructed at a very low elevation with the groundwater table very close to the surface. The existing drainage system consisted of sporadic drainage structures, undersized pipes, and roadway swales which became naturally filled with sediment. Additionally, many homeowners filled in/paved the swales in front of their homes. The loss of stormwater storage exacerbated flooding due to the water table, especially during high tides.

DESCRIPTION OF THE WORK:

The directive from the City was to add drainage structures, replace existing drainage structures, upsize the drainage system, and reconstruct the roadside swales without disturbing improvements that homeowners constructed in the City's right-of-way. KEITH's civil engineers and landscape architects conducted site visits and inspections to determine the areas where swales could be constructed without impacting existing landscaping or other improvements. The project involved preparing engineering plans and specifications to improve the drainage system in the Hillsboro Shores area while minimizing impacts to the neighborhood's existing infrastructure and vegetation. The KEITH Team provided topographic surveying, horizontal designation services, location services, arborist services, public outreach, preliminary civil design, design development, and construction administration services.

CLIENT LOCATION

100 West Atlantic Blvd
Pompano, FL 33060

REFERENCE

Horacio Danovich
(954) 786-4683
horacio.danovich@copbfl.com

TOTAL COST OF CONSTRUCTION

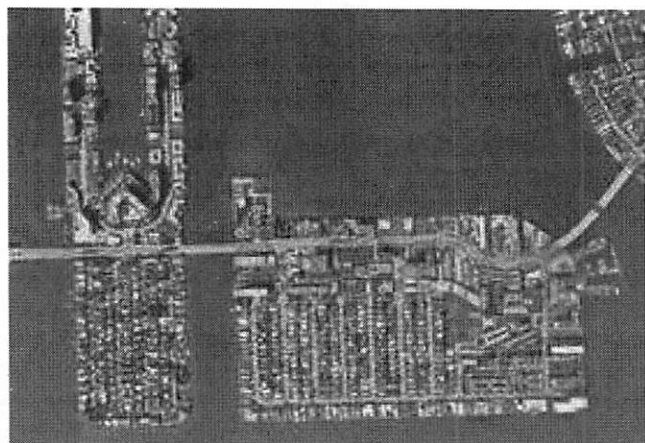
Estimated: TBD
Actual: TBD

PROJECT DATES

Started: 2019
Completed: Ongoing

FEMA Community Rating System Application & Support

North Bay Village



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, B, I

BENEFIT

Protects property values

RELEVANCE

Leveraging improvements for resident and business benefits

TEAM MEMBERS

Rafael Frias,
Jon Dinges

Black & Veatch successfully identified a strategic pathway for entry into the Community Rating System (CRS) program to help North Bay Village implement measures to improve flood resilience and realize savings in flood insurance premiums.

DESCRIPTION OF THE WORK:

North Bay Village is an incorporated municipality in Miami-Dade County consisting of two islands within Biscayne Bay. The Village seeks to enhance community resilience, protect critical infrastructure, and maintain property values. A critical strategy in the overall plan is to enter into and participate in the FEMA National Flood Insurance Program CRS, thus providing significant benefits to the community, its residents, businesses, and visitors.

The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions.

The application for entry in the CRS program has been completed and Black & Veatch is providing ongoing support. In addition, Black & Veatch is providing support for the ongoing stormwater master plan.



CLIENT LOCATION

1666 Kennedy
Causeway, Suite 300
North Bay Village, FL
33141



REFERENCE

Ralph Rosado, PhD, AICP
(305) 756-7171
RRosado@nbvillage.com



TOTAL COST OF CONSTRUCTION

Estimated: n/a
Actual: n/a

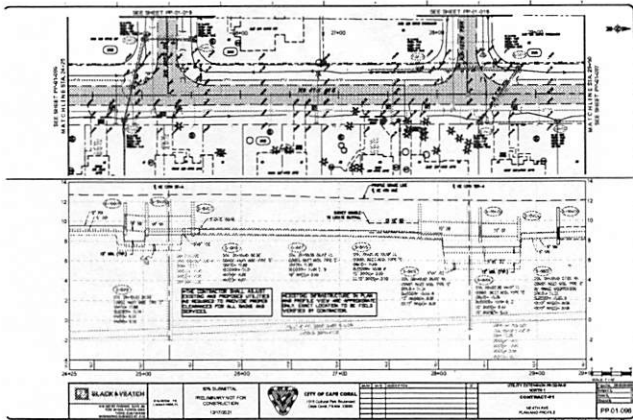


PROJECT DATES

Started: 2021
Completed: Ongoing

Utilities Extension Program

City of Cape Coral



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, B, C

BENEFIT

Renew infrastructure

RELEVANCE

Neighborhood stormwater retrofit, design, and utilities coordination

TEAM MEMBERS

Jon Dinges, Sam Miller, Reed Blochberger, Rafael Frias

The City has been proceeding with phased Utilities Extension Projects, which were initially developed approximately 20 years ago to extend the three utility services throughout the entire city, including enhanced stormwater drainage infrastructure.

DESCRIPTION OF THE WORK:

The City of Cape Coral owns and operates an extensive utility system that provides potable water, sanitary sewer, and irrigation services to approximately 50 square miles of the City. The City is proceeding with phased Utilities Extension Projects, to extend the three utility services throughout the entire city.

Black & Veatch is currently providing preliminary and final design and permitting services for Areas 9 and 10 of the North 1 Utilities Extension Program. Design services include the extension of potable water, wastewater, and irrigation water to the areas along with the stormwater and roadway restoration. Permitting coordination includes permits with FDEP, Lee County DOH, FDOT, SFWMD, and the City. This project has involved the coordination on stormwater design criteria and evaluation of over 300 catch basins for pipe upsizing and catch-basin design.

CLIENT LOCATION

815 Nicholas Parkway E
Cape Coral, FL 33395

REFERENCE

Jody Sorrels
(239) 242-3227
jsorrels@capecoral.net

TOTAL COST OF CONSTRUCTION

Estimated: n/a
Actual: n/a

PROJECT DATES

Started: 2020
Completed: Ongoing

Integrated/One Water Master Plan

City of Winter Haven



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, B, E, F, H, I, J, K

BENEFIT

Green Infrastructure;
Nature-based Solutions

RELEVANCE

Enhanced Community Resilience;
Stakeholder Engagement; Green Infrastructure

TEAM MEMBERS

Rafael Frias, Jon Dinges, Sam Miller, Francesca McCann



The One Water Master Plan establishes actionable strategies, develops project concepts with funding plans, and establishes the basis for integrated, sustainable water resource management for a 50-year planning horizon.

DESCRIPTION OF THE WORK:

The City of Winter Haven selected Black & Veatch to provide professional services to develop an Integrated/One Water Master Plan. The Plan is a watershed-based holistic approach with extensive stakeholder involvement.

The City is located within the Peace Creek watershed and has 50 lakes inside and adjacent to the City. The City depends on lakes and natural systems for quality of life. The City operates a public water supply, treatment and distribution system; provides wastewater service; reclaimed water service; and manages a stormwater system comprised of a network of drainage pipes, ditches, and other conveyances. The City is developing the One Water Master Plan with a focus on integrating the built environment with natural systems, and with multi-benefit watershed restoration and green infrastructure projects being key elements of the Plan.



CLIENT LOCATION

451 3rd Street NW
Winter Haven, FL
33881



REFERENCE

Mike Britt, PE
(863) 298-4482
mbritt@mywinterhaven.com



TOTAL COST OF CONSTRUCTION

Estimated: n/a
Actual: n/a

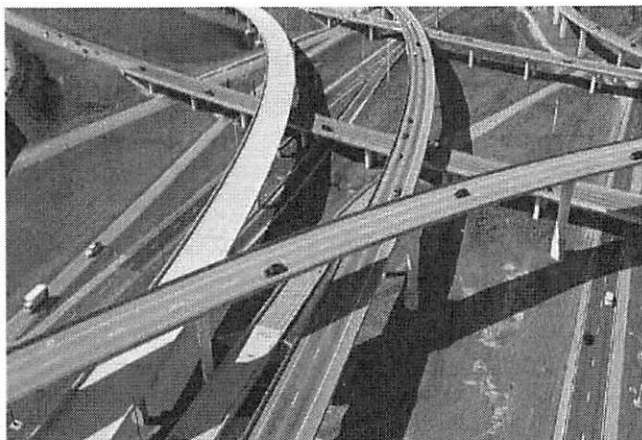


PROJECT DATES

Started: 2019
Completed: Ongoing
(Phase 1 complete)

I-595 Expressway Corridor Roadway Improvements

Florida Department of Transportation D4 (Sub to AECOM)



DESCRIPTION OF THE WORK:

HBC Engineering Company (HBC) was contracted to provide design support services to AECOM for the Public-Private Partnership (PPP) reconstruction of the I-595 corridor, as well as all associated improvements to adjacent crossroads, frontage roads, and ramps from the I-75/Sawgrass Expressway interchange to the I-595/I-95 interchange on I-595 and from Peters Road to Griffin Road on Florida's Turnpike, for a total project length of 13 miles. Highlights of the major improvements included tolled reversible ground-level express lanes serving express traffic from/to I-75 with a direct connection to the median of Florida's Turnpike, geometric improvements to the I-595/Florida's Turnpike interchange, the addition of auxiliary lanes on the eastbound and westbound I-595 and SR 84, and accommodation of a transit envelope within the corridor. The project was divided into five construction segments for the ease of construction, traffic management, emergency access, and to reduce overall public impact. Each of the segments was broken down further into phases, where each segment contained an average of three phases. Each phase of construction represented a traffic shift to accommodate construction activities and public safety.

HBC served as interdisciplinary coordinator for the entire project, Zone 3 design lead, and was responsible for Quality Assurance/Quality Control (QA/QC) of the miscellaneous walls, lighting design, production of drainage structures sheets for Zone 7 using ASAD and Geopak, and site development for the Intelligent Transportation Systems (ITS) HUB building. HBC was also responsible for the overall coordination of utility activities and generated the utilities design base files utilized by all the Zones (Zones 1 through 8).

HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

A, B, C

BENEFIT

Improved infrastructure to enhance community quality of life

RELEVANCE

Multidisciplinary project
Delivered on time and on budget

TEAM MEMBERS

HBC



CLIENT LOCATION

605 Suwannee Street
Tallahassee, FL 32399



REFERENCE

Michael Shapiro, PE
(954) 513-3838
mike.shapiro@aecom.com



TOTAL COST OF CONSTRUCTION

Estimated:
\$4,500,000
Actual: \$4,500,000



PROJECT DATES

Completed: 2014

Joint Government Center Campus

Broward County & City of Fort Lauderdale (Sub to ZYSCOVICH)



HIGHLIGHTS AND BENEFITS

FUNCTIONAL AREAS

B, I, J

BENEFIT

Improved infrastructure to enhance community quality of life

RELEVANCE
Green Infrastructure
Long-Term Resilience Solutions
Adaptive Design

TEAM MEMBERS

Brizaga

DESCRIPTION OF THE WORK:

Brizaga served as a subconsultant to ZYSCOVICH, Inc to provide resiliency services in the development of the design criteria package for the Broward County and Fort Lauderdale Joint Government Center Campus. Brizaga identified the top environmental hazards expected to affect the Joint Government Center and provided key recommendations for long-term resilience solutions. These science-backed recommendations spanned wind loading considerations, stormwater management performance requirements, green infrastructure, storm surge exposure and finished floor elevations, and adaptive design. Brizaga ultimately provided critical insights towards proactive protection of this critical asset in conjunction with future planning and development efforts of the surrounding properties.

Brizaga Highlights

- Produced resilience considerations that may be implemented throughout the Government Center regarding topics such as stormwater management, heavy rainfall, and tidal flooding.
- Identified site-specific hazards.
- Led stakeholder engagements that solicited feedback applicable to the resilience design criteria.
- Provided, analyzed, and implemented external resources regarding future climatic conditions and how to utilize these considerations for the long term resilience of the Government Center.



CLIENT LOCATION

2555 West Copans Road
Pompano Beach, FL 33069



REFERENCE

Jennifer Jurado, PhD
(954) 519-1464
jjurado@broward.org



TOTAL COST OF CONSTRUCTION

Estimated: TBD
Actual: \$960M



PROJECT DATES

Started: 2019
Completed: 2020

7 Minority/Women (M/WBE) Participation

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

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

On this project, Black & Veatch is partnering with four local sub-consultants that are registered with the City or with Broward County. We have provided a key role for each sub-consultant to participate in this project as demonstrated by our organizational chart.

SUB-CONSULTANT NAME	QUALIFICATIONS
Keith and Associates, Inc.	DBE/WBE
Brizaga, Inc.	SBE/CBE
Dickey Consulting Services, Inc.	MBE/WBE
HBC	MBE/CBE/DBE/SBE
Quest Engineering Services & Testing, Inc.	DBE/MBE

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

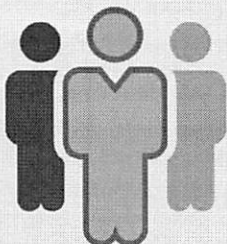
RECOGNITION

Federal Small Business Administration



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

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



BLACK & VEATCH VALUES SUPPLIER DIVERSITY

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



Subconsultants

COORDINATION WITH SUBCONSULTANTS

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

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

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

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

Subconsultant Management

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

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



Engineering Inspired Design.

Keith & Associates, Inc.
Surveying and Modeling

301 E Atlantic Blvd
Pompano Beach, FL 33060
(954) 788-3400

KEITH was incorporated as a Florida corporation in 1998. As a mid-size, **DBE/WBE**, close-knit firm of over 180 professionals, they provide surveying and mapping, subsurface utility engineering, planning, civil engineering, traffic engineering, landscape architecture, construction management, and virtual design and construction services. **The firm was founded on the principle of achieving success by combining the latest technology with client-oriented business practices, and a staff of experience and talented professionals.**

KEITH understands the importance of community involvement and the necessity of working with local, state, and federal agencies in a hands-on cooperative manner to build consensus and receive subsequent approval of highly sensitive projects.



Brizaga, Inc.
Resiliency Support

17 Rose Drive
Fort Lauderdale, FL 33316
(954) 834-3533

Brizaga is a multi-disciplinary civil and coastal engineering firm built to solve complex problems by strategically leveraging science, communications, and policy. Brizaga was founded by two friends of over two decades, an oceanographer & meteorologist and a coastal & civil engineer, dedicated to helping individuals, businesses, and governments understand and begin to address the effects of a changing environment, including sea level rise. They bring a unique perspective meshing the physical science and engineering worlds to create innovative and unique solutions to some of our greatest challenges.

Brizaga is a Broward County SBE and CBE based in Fort Lauderdale. They take a highly sensitive approach to each project they embark on, not only to examine the benefits that must be achieved as part of implementation, but to truly understand the various climate and flooding scenarios, the likelihood of their occurrences, and their impact on the triple bottom line. This way, they can quantify the return on investment and payback period of design for different levels of service and effectively communicate and explain the best alternative.



**Dickey Consulting
Services, LLC**
Public Relations

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

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

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



**HBC Engineering
Company**
**Transportation, Structural,
and CE&I**

5200 NW 33rd Avenue, Suite # 211
Fort Lauderdale, FL 33309
(954) 519-2199

HBC Engineering Company (HBC) is a CBE, DBE, MBE, and SBE engineering consulting firm established and Incorporated in 2006 by Adebayo T. Coker, PE, a former Florida Department of Transportation District Six Internal Design Project Manager and District Project Development Engineer. HBC has grown in the past few years to include offices in Miami-Dade, Broward, and Palm Beach Counties and employ 43 individuals, including management and technical and support staff.

HBC is a Florida corporation specializing in planning, design, and construction inspection services for civil and transportation-related engineering projects. HBC was founded with a commitment to reliability, communication, expertise, innovation, and above all, excellence. HBC's goal is to use its resources in the most efficient manner to provide the City with high-quality and timely services.



moffatt & nichol

Moffatt & Nichol *Structural*

100 W. Cypress Creek Rd., Ste. 960
Fort Lauderdale, FL 33309
(954) 622-8100

Moffatt & Nichol has been consulting in Florida since 1985 and has an established presence in Florida with offices located in Broward County within Fort Lauderdale City limits in Cypress Creek and the cities of Miami, Orlando, Tampa, Pensacola, Chipley, and Tallahassee. Our City of Ft. Lauderdale office, at the interchange of Cypress Creek Road and I-95, will service this contract.

Moffatt & Nichol has 75 years of specialized coastal planning and engineering experience, including marine structural engineering and brings extensive experience throughout the Florida, the Southeast U.S., and the Caribbean. The firm is currently ranked second in marine and ports facilities by the respected industry publication, Engineering News-Record. We emphasize that regardless of timing or complexity, we have the right resources ready to meet the needs of our clients.

QuEST *www.questengg.com*

QuEST Engineering **Services & Testing, Inc.** *Geotechnical*

301 E Atlantic Blvd
Pompano Beach, FL 33060
(954) 788-3400

Quest Engineering Services & Testing, Inc. (QuEST) was founded by R. N. Sailappan, PE in 1998. Prior to that, he was the branch manager of a large nation-wide engineering firm in Ft. Lauderdale, Florida. **QuEST is an DBE/MBE firm established with the goal of providing complex engineering services and capabilities of a large firm, but with the personalized service and attention to detail of a small firm.** Their subsequent success is a testament to this approach. Besides numerous projects throughout the State of Florida, QuEST Engineering have also completed projects in Beaumont and Galveston in Texas. They have also undertaken consulting projects in the Bahamas and Turks & Caicos Islands. They provide expert witness services for various attorneys and insurance companies. Furthermore, their staff is well versed in providing forensic engineering services in relation to structural distress, roof failures, etc.

9

Required Forms

The following forms are included:

- a. Sample Insurance Certificate
- b. Non-Collusion Statement
- c. Non-Discrimination Certification Form
- d. E-Verify Affirmation Statement
- e. Contract Payment Method
- f. Bid/Proposal Certification
- g. Disadvantaged Business Enterprise Preference Certification

A. Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

11/1/2022

DATE (MM/DD/YYYY)

10/20/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 19437	

COVERAGES		CERTIFICATE NUMBER: 17033388		REVISION NUMBER: XXXXXXXX			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO 4641358 GLO 1365630	11/1/2021 11/1/2021	11/1/2022 11/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	BAP 4641355 (AOS)	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 4641353 (AOS) WC 4641354 (ID, MA, WI) WC 1365632 WC 1365631 (NE)	11/1/2021 11/1/2021 11/1/2021 11/1/2021	11/1/2022 11/1/2022 11/1/2022 11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	026030198	11/1/2021	11/1/2022	\$10,000,000 PER CLAIM \$10,000,000 ANNUAL AGGREGATE

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

CERTIFICATE HOLDER 17033388 SAMPLE	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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B. Non-Collusion Statement

3/10/22, 1:47 PM

DPX Form

Supplier Response Form

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 disbarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

N/A

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


Authorized Signature

Associate Vice President
Title

Ratsel Frias, III, PE
Name (Printed)

03/02/2022
Date

C. Non-Discrimination Certification Form

3/25/22, 1:57 PM

DPX Form

Supplier Response Form

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

Rafael Frias, III, PE | Associate Vice President
 Print Name and Title

03/02/2022
 Date

D. E-Verify Affirmation Statement

3/28/22, 11:27 AM

DPX Form

Supplier Response Form

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: RFQ # 12637-421, Civil Engineering, Continuing Services Contract

Consultant Services

Project Description:

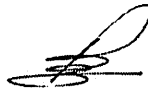
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (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: Black & Veatch Corporation

Authorized Company Person's Signature:



Authorized Company Person's Title: Rafael Frias, III, PE | Associate Vice President

Date: 03/02/2022

9/15/2020

E. Contract Payment Method

3/10/22, 1:51 PM

DPX Form

Supplier Response Form CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☐ Visa

Black & Veatch Corporation
Company Name

Rafael Frias, III, PE

Name (Printed)

3/2/2022

Date



Signature

Associate Vice President

Title

F. Bid/Proposal Certification

3/28/22, 11:35 AM

DPX Form

Supplier Response Form

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) Black & Veatch Corporation * EIN (Optional):
 Address: 3111 N. University Drive, Suite 700
 City: Coral Springs * State: FL * Zip: 33065
 Telephone No.: (954) 465-6872 * FAX No.: (754) 229-3045 * Email: Frlas RE@bv.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 470

Total Bid Discount (section 1.05 of General Conditions): N/A

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:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	3/11/22				

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

N/A

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

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

<https://www.bidsync.com/DPXViewer>

1/3

3/28/22, 11:35 AM

Rafael Frias, III
Name (printed)

03/02/2022
Date



Signature

Associate Vice President
Title

Revised 4/28/2020

G. Disadvantaged Business Enterprise Preference Certification

Black & Veatch is not a Disadvantaged Business Enterprise.



BLACK & VEATCH

Solicitation 12637-421

Civil Engineering services

Bid Designation: Public



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 12637-421

Civil Engineering services

Bid Number **12637-421**
Bid Title **Civil Engineering services**

Bid Start Date **Feb 25, 2022 9:44:58 AM EST**
Bid End Date **Mar 31, 2022 2:00:00 PM EDT**
Question &
Answer End **Mar 21, 2022 5:00:00 PM EDT**
Date

Bid Contact **Mary K Kleinpeter-Zamora**
Procurement Administrator
Finance
954-828-5189
mkleinpeter-zamora@fortlauderdale.gov

Prices Good for **120 days**

Bid Comments The City of Fort Lauderdale (City) is seeking the services of qualified consulting firm(s) to provide professional services related to a continuing contract for civil engineering consultant services. 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 for individual projects. 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 civil engineers, and for which the firm(s) are experienced, qualified and able to perform.

Water and wastewater engineering (specifically pipeline and lift-station design)
Stormwater engineering
Transportation engineering
Structural engineering (specifically seawall, dock, and bridge design)
Environmental engineering
Surveying and mapping services
Photogrammetry and remote sensing
Geotechnical engineering
Coastal engineering
Water resources engineering
Hydrology and hydraulic engineering
Mechanical engineering
Construction engineering and inspection

Note: Prices for services will be negotiated by the city and the selected consultants. No prices requested at this time.

Added on Mar 11, 2022:

Addendum 1 is dated March 11, 2022 and issued to provide form 330, local business preference certification form, and clarify the use of form 330 as optional.

Added on Mar 28, 2022:

Bid closing date changed to March 31, 2022.

Addendum # 1

New Documents Local Business Preference Certification 8/17/2021
sf330.pdf



Addendum # 2



Item Response Form

Item	12637-421-01-01 - Civil Engineering Services
Quantity	1 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>No Location Specified</u>
	Qty 1
Description	
Civil Engineering Services	

Request for Qualifications

RFQ # 12637-421

Civil Engineering, Continuing Services Contract

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

City of Fort Lauderdale



**Rares Petrica, PE
Senior Project Manager**

**Mary Kay Kleinpeter-Zamora
Procurement Administrator
Telephone: 954)828-5189
E-mail: mkleinpeter-zamora@fortlauderdale.gov**

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Civil engineering services as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 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 proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through 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 on 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 "Microsoft teams 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,,229751277# United States, Fort Lauderdale

Phone Conference ID: 229 751 277#

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



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

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

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

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Mary Kleinpeter-Zamora
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Telephone: (954) 828-5189
E-mail: mkleinpeter-zamora@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 Consultant 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.

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 Civil Engineering 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 Civil Engineering. Project manager assigned to the work must have experience in area of scope outlined in the RFQ 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.

2.9 Lobbying Activities

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. 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 is 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.

2.13.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer

must include the Local Business Preference Certification Statement of this RFQ, as applicable to the local business preference class claimed at the time of Proposal submittal:

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

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

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

2.13.2 Definitions

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

The complete Local Business Preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ART VFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ART_VFI_DIV2PR_S2-186LOBUPR)

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 Consultant, at its sole expense, shall provide

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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

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

2.16 Insurance – Sub-consultants

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 Contract Agreement

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

2.22 Contract Term

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

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

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

2.23 Payment Method

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

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

2.24 Payment Card Industry (PCI) Compliance

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

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

2.25 Invoices/Payment

Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Consultant's work product, and agreement cannot be reached between the City and the Consultant to resolve the problem to the City's satisfaction, the City shall negotiate with the Consultant on a payment for the work completed and usable to the City.

2.26 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.

2.27 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.

2.28 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.

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

2.29 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.

2.30 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.

2.31 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.

2.32 Discrepancies, Errors and Omissions

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

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Civil Engineering consultant services. 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 for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Scope of Services

The City is seeking statements of qualifications from capable and qualified engineering firms in response to this RFQ for the purpose of providing Civil Engineering Consultant Services for a variety of unspecified projects through a continuing services contract. Associated services typically required for complete public works projects are expected to be fulfilled by the selected firms. Multiple firms will be selected for this continuing services agreement. The City encourages small firms (based upon the U.S. Small Business Administration size standards requirements) as well as large firms and Minority Business Enterprises to submit qualifications.

The selected firms will assist with the design and implementation of municipal engineering projects. It is the intent of the City to use the selected consultants on an as-needed basis. The specific scope of work and fee schedule for each work will be individually agreed upon by the City and the consultant. The selected consultants must be able to provide all the services required of any civil engineering project and associated planning services through its own staff or sub-consultants. The City reserves the right to award specific types of projects to firms with greater documented experience in the needed engineering specialty.

3.3 Tasks

The scope of services to be provided by the Consultant in the functional areas listed above shall include, but not be limited to, the following:

- a) Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates, within the functional areas of interest listed in this solicitation..
- b) Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- c) Submit construction documents as needed to the City and other required agencies having an interest or jurisdiction over the project.
- d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
- e) Provide updates on changes or proposed changes to laws/regulations that may impact City's water resources and supply, treatment, distribution and storage, wastewater collection and treatment
- f) Update of the large user's replacement and renewal funding for the wastewater treatment plant.
- g) Update of the Capacity Analysis Report for the wastewater treatment plant.

- h) Perform flood routing software modelling.
- i) Prepare feasibility and conceptual planning documents.
- j) Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- k) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- l) Assist in the review and development of ordinances.
- m) Provide public education/notification assistance.
- n) Prepare short and long term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
- o) Participate in construction administration as required by the City.
- p) Prepare formal or informal feasibility studies as necessary to assist the City in responding capital improvement needs.
- q) Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- r) Prepare legal descriptions, exhibits, and surveys.
- s) Provide expert witness testimony.
- t) Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- u) Represent the City with regulatory agencies.
- v) Prepare periodic project status reports.
- w) Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- x) Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- y) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- z) Participate in pre-construction conference as requested by the City.
- aa) Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- bb) Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- cc) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- dd) Review as-built drawings provided by the construction contractor and provide written comments to the City.
- ee) Provide services related to construction management and inspections, and/or specialty inspection.
- ff) Provide project management services and act as an extension of the City's project management staff for the design, bidding, and construction management of municipal projects.

The consultant or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications.

3.4 Deliverables

The City intends to contract with multiple firms. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant(s). All work products becomes the property of the City. The City reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

3.5 Schedule

Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultants receipt of an executed Task Order.

3.6 Background

Incorporated on March 27, 1911, encompassing more than 33 square miles with a population of 176,000, Fort Lauderdale is the largest of Broward County's 31 municipalities and the eighth largest city in Florida. The City covers approximately 23,000 acres of highly urbanized neighborhoods, with much of its costal area land area lying within the flood plain. The City is composed of several individual watershed areas ranging in size from 2,000 to 11,000 acres with low-lying topography and intersected by numerous canals and rivers.

3.7 Water Supply

The City of Fort Lauderdale obtains water from the Biscayne Aquifer via two (2) Well Fields. The Prospect Well Field supplies Fiveash Water Treatment Plant and the Peele Dixie Well Field supplies the Peele Dixie Membrane Plant.

3.8 Water Treatment

The City of Fort Lauderdale has two (2) Water Treatment Plants. The Fiveash Plant is a lime-softening plant that treats an average of 36 MGD and the Peele Dixie Plant is a nano-filtration plant that treats an average of 6 MGD.

3.9 Water Distribution

The City of Fort Lauderdale has approximately 780 miles of water mains, 16,000 valves, 5,500 fire hydrants, six (6) ground storage tanks, and one (1) elevated storage tank in the Water Distribution System. In addition, the City provides water for other municipalities in Broward County.

3.10 Storm Water and Wastewater Collection and Storage

The City of Fort Lauderdale operates and maintains a 330 mile wastewater collection system and a 127 mile storm water collection system serving 57,000 accounts within Fort Lauderdale, as well as several adjacent large user cities.

3.11 Wastewater Treatment The City of Fort Lauderdale operates a regional wastewater treatment plant (G. T. Lohmeyer) with a design treatment capability of 55.7 MGD serving Fort Lauderdale and other adjacent municipalities throughout Broward County.

3.12 Effluent Disposal

The City of Fort Lauderdale operates a deep well injection site consisting of five (5) wells for effluent disposal where effluent is pumped to approximately 3,500 feet below ground.

3.13 Functional Areas of Interest

The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one (1) functional area.

- a) Water and wastewater engineering (specifically pipeline and lift-station design)
- b) Stormwater engineering
- c) Transportation engineering
- d) Structural engineering (specifically seawall, dock, and bridge design)
- e) Environmental engineering
- f) Surveying and mapping services
- g) Photogrammetry and remote sensing
- h) Geotechnical engineering
- i) Coastal engineering
- j) Water resources engineering
- k) Hydrology and hydraulic engineering
- l) Mechanical engineering
- m) Construction engineering and inspection

The consultant or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the City's design criteria, standards and specifications.

3.14 Quality Assurance/Quality Control

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

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

3.15 Document Submittal Format

All documents generated as a result of projects will become the property of the City of Fort Lauderdale. All projects documents shall be provided in a digital and hard copy format meeting all City of Fort Lauderdale format requirements. The project drawings shall be prepared in AutoCAD, in the version current to the City Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the City's CADD specifications for project drawings current at the time of award of the project. Plot files shall also be prepared and submitted which meet the stated City standards.

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. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a SOQ. Consultants 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. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed

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

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

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

4.1.5 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 CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, 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 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 Proposer or keep and maintain public records required by the City to perform the service. If the Proposer transfers all public records to the City upon

completion of this Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of this Contract, the Proposer 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 response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements 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 offeror 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 (**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 sub-consultants 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 available facilities, technological capabilities and other available resources you offer for the project.

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.(types of projects)
- Year the project was completed.
- Total cost of the construction, estimated and actual.

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

4.2.7 Minority/Women (M/WBE) Participation

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

4.2.8 Sub-consultants

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

4.2.9 Required Forms**a. Sample Insurance Certificate**

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

b. Non-Collusion Statement

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

c. Non-Discrimination Certification Form**d. E-Verify Affirmation Statement****e. Contract Payment Method**

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

f. Bid/Proposal Certification

Complete and attach the Certification

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

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

END OF SECTION

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	35
Project Team Experience and Qualifications	35
Methodology and Approach to Scope of Work	30

Total 100

Firm Qualifications and Experience (35%)

Respondents should submit a complete Standard Form 330 and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. 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, IE: 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.

Project Team Experience and Qualifications (35%)

List the members of the project team on Standard Form 330. Include a list of personnel and title on an organizational chart. Identify the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including subconsultant to be assigned to each project. This section shall also include details of how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Submittals that do not contain such documentation may be deemed non-responsive.

Methodology and Approach to Scope of Work (30%)

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the work contemplated, and your overall approach to accomplishing such work. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the work. As part of the approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the contemplated work. The firm must show that they are familiar with the City's policies, procedures, and design requirements as well as those of other agencies such as FDOT, FDEP, SFWMD, and Broward County.

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.
- 5.3.4** The Project Manager is hereby designated by the City as Rares Petrica, PE, whose address is 101 NE 3 Ave, Suite 1101 NE 3 Ave, Suite 1410, Fort Lauderdale, FL 33301, telephone number: (954) 828-6720, and email address is rpetrica@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

END

AGREEMENT

between

City of Fort Lauderdale

and

company name

for

title

RFQ No. _____

AGREEMENT

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

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

and

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

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

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

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

of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

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

in monitoring the Construction Phase of the Project to completion.

- 1.24 **SPECIFICATIONS**: The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.25 **STATEMENT OF PROBABLE PROJECT COSTS**: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 **SUBSTANTIAL COMPLETION**: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.27 **TASK ORDER**: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.28 **TIME OF COMPLETION**: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 **PREAMBLE**

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

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

ARTICLE 3 **SCOPE OF SERVICES**

- 3.1 The CONSULTANT shall perform the following professional services: (Type of Engineering Svcs.) as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related

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

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

ARTICLE 4 GENERAL PROVISIONS

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

ARTICLE 5
PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications #_____.

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

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

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

ARTICLE 6
TASK ORDERS

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

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

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

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

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

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

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

8.2 REIMBURSABLES

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

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

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

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

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

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

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

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

8.4 METHOD OF PAYMENT

- 8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 8.4.3 Payment are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).
- 8.4.4 Payment will be made to CONSULTANT at:

(CONSULTANT'S ADDRESS)

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

- 9.1.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 9.1.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall

compensate CONSULTANT for such additional services as provided in Article 8.

- 9.1.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:

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

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

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and

progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.

10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

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

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

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts

in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11 CITY'S RESPONSIBILITIES

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

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions,

or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

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

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

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

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

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

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

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

(regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

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

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

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

12.5 MINORITY PARTICIPATION

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

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime

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

12.7 SUBCONSULTANTS

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

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

The list of subconsultants submitted is as follows:

(NAME ALL SUB-CONSULTANTS HERE)

12.8 ASSIGNMENT AND PERFORMANCE

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

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

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

12.9 INDEMNIFICATION OF CITY

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

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

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

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount

shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY's liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE – Copy / paste from solicitation

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

12.14 CONSULTANT'S STAFF

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

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

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

12.15 INDEPENDENT CONTRACTOR

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

12.16 THIRD PARTY BENEFICIARIES

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

12.17 CONFLICTS

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

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

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

12.18 CONTINGENCY FEE

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

12.19 WAIVER OF BREACH AND MATERIALITY

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

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

12.20 COMPLIANCE WITH LAWS

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

12.21 SEVERANCE

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

12.22 JOINT PREPARATION

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

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

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

12.25 SOLICITATION AND EXHIBITS

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

12.26 TWO ORIGINAL AGREEMENTS

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

12.27 NOTICES

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

CITY: _____ Director
City of Fort Lauderdale

Fort Lauderdale, FL _____
Telephone: (954) 828-_____

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

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

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

12.28 ATTORNEY FEES

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

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding

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

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

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

12.31 STANDARD OF CARE

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

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

12.33 EVALUATION

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

opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

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

12.35 SCRUTINIZED COMPANIES

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 CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Consultant shall:

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

12.37 INTELLECTUAL PROPERTY

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

arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

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

12.39 REPRESENTATION OF AUTHORITY

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

12.40 NON-DISCRIMINATION

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

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

5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
CHRISTOPHER J LAGERBLOOM
City Manager

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
NAME
Assistant City Attorney

WITNESSES:

MARLIN Engineering, Inc, a Florida Corporation

By:

Print NamePrint Name:

Title:

Print Name

(CORPORATE SEAL)

STATE OF

:COUNTY OF

:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

 day of

 , 2021, by (CONTACT) as title for (COMPANY NAME)., a (TYPE) corporation authorized to conduct business in the State of Florida.

(Signature of Notary Public - State of Florida)

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

Personally Known

 OR Produced Identification

Type of Identification Produced:

EXHIBIT A

Scope of Services

EXHIBIT "B"

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

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

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

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

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

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

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

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

Definitions

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

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

(1)

(Business Name)

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

(2)

(Business Name)

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

(3)

(Business Name)

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

(4)

(Business Name)

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

(5)

(Business Name)

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

(6)

(Business Name)

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

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Date

Signature

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- (1)
(Business Name) is a **Class A Business** as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
- (2)
(Business Name) is a **Class B Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
- (3)
(Business Name) is a **Class C Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.
- (4)
(Business Name) is a **Class D Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.
- (5)
(Business Name) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
- (6)
(Business Name) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-ISO – Revised 7/2/2021

ARCHITECT-ENGINEER QUALIFICATIONSOMB No.: 9000-0157
Expires: 12/31/2006

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS**Part I - Contract-Specific Qualifications****Section A. Contract Information.**

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Airborne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils & Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid & Gas)	S13	Storm Water Handling & Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (Site, Installation, and Project)	T02	Testing & Inspection Services
P07	Plumbing & Piping Design	T03	Traffic & Transportation Engineering
P08	Prisons & Correctional Facilities	T04	Topographic Surveying and Mapping
		T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED		
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

1. Less than \$100,000	6. \$2 million to less than \$5 million
2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

11/12/2022 8:29 AM

ADDENDUM NO. 1

RFP/ ITB No 12637-421

ISSUED: 3/11/2022

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

1. The city prefers form sf330 but use of the form is optional as long as all information on the form is provided. Form is now provided in the solicitation.
2. Local business preference form has been added.

All other terms, conditions, and specifications remain unchanged.

Mary Kleinpeter-Zamora
Purchasing Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration)

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>

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

ADDENDUM NO. 2

RFP/ ITB No.

TITLE: Civil Engineering services

ISSUED: March 28, 2022

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

1. The opening date has been changed to March 31,2022.

All other terms, conditions, and specifications remain unchanged.

Mary Kleinpeter-Zamora
Purchasing Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12637-421 - Civil Engineering services**Overall Bid Questions****Question 1**

Are the CCNA limits for the work orders under this contract updated to reflect the new legislation? The bill increased the maximum limit for continuing contracts covered by the CCNA from an estimated per-project construction cost of \$2 million to \$4 million. The bill also increases the maximum limit for procuring a study using a continuing contract from \$200,000 per study to \$500,000. (Submitted: Feb 28, 2022 9:54:37 AM EST)

Answer

- The contract will be following the newest legislation with the increased amount. (Answered: Mar 1, 2022 6:40:02 AM EST)

Question 2

How does this contract differ from the selection of consultants under RFQ 12464-416 in June of 2021? (Submitted: Feb 28, 2022 9:55:49 AM EST)

Answer

- This contract will be in addition to the already existing contract. (Answered: Mar 1, 2022 6:40:02 AM EST)

Question 3

Can you prime this contract and be a subconsultant on another team? (Submitted: Feb 28, 2022 9:56:05 AM EST)

Answer

- Yes (Answered: Mar 1, 2022 6:40:02 AM EST)

Question 4

Does the City wish to see a complete team to fulfill 3.13 Functional Areas of Interest as listed on page 18 of the RFQ or do you wish to see a firm submit only on the functional areas that they can complete in-house? (Submitted: Feb 28, 2022 9:59:40 AM EST)

Answer

- The team must be functional in areas listed in section 3:13, sub-consultants may be used. (Answered: Mar 1, 2022 6:40:02 AM EST)

Question 5

Is this solicitation a Re-Bid of the Library of Services that was due in February last year? If not, how does this differ from that Library? Thank you. (Submitted: Feb 28, 2022 1:45:27 PM EST)

Answer

- Please see the answer to question #2 above for your first question. 7 to 10 firms with subs will be selected to be used for civil consulting services for city projects. (Answered: Mar 1, 2022 10:28:00 AM EST)

Question 6

Can we submit just for geotechnical OR does the city prefer a team with subconsultants?
(Submitted: Mar 1, 2022 11:05:44 AM EST)

Answer

- The submittal must cover all the Functional areas of Interest outlined in the RFQ.
(Answered: Mar 2, 2022 12:39:08 PM EST)

Question 7

On Page 21 of 27, Section 4.2 of the RFQ states "The City prefers that responses be no more than 100 pages in one complete pdf document." Will the forms (including Standard Form 330), and licenses be excluded from the 100 page count?
(Submitted: Mar 1, 2022 1:11:55 PM EST)

Answer

- No
(Answered: Mar 2, 2022 12:39:08 PM EST)

- Please see response to questions #13
(Answered: Mar 11, 2022 10:42:46 AM EST)

Question 8

What is the nature of the scope on the anticipated projects to be included in this contract? Water, waste water, stormwater, etc?
(Submitted: Mar 2, 2022 10:31:11 AM EST)

Answer

- Please see response to questions #13
(Answered: Mar 11, 2022 10:52:02 AM EST)

Question 9

Will the City be more specific regarding whether consultants are able to pursue one functional area vs. supplying a complete team for all functional areas?
(Submitted: Mar 2, 2022 10:55:15 AM EST)

Answer

- Consultant submittals, can be 1 firm demonstrating proficiency in all the functional areas listed in the RFQ, or can be a team consisting of a prime and subs covering these areas. Regardless, the submittal package must show proficiency in all the functional areas listed.
(Answered: Mar 4, 2022 5:15:40 PM EST)

Question 10

Please confirm that the Required Form referenced in Section 4.2.9 Bid/Proposal Certification is the same as the Disadvantaged Business Enterprise (DBE) Preference Form Certification form provided.
(Submitted: Mar 2, 2022 4:45:18 PM EST)

Answer

- This form does not apply to RFQs. This form is only for ITBs. The form is not required.
(Answered: Mar 4, 2022 5:15:40 PM EST)

Question 11

RFQ Section 3.13 states Functional Areas of Interest. Even within a specific area there are broad definitions. Can you provide a more detailed description for each area?
(Submitted: Mar 3, 2022 12:31:46 PM EST)

Answer

- We feel that the Functional Areas of Interest as listed in the RFQ are self-explanatory and do not require any further detailing. (Answered: Mar 4, 2022 5:15:40 PM EST)

Question 12

In regards to the 100 page limit. Please advise if anything is not included in that count ie covers, tabs (Submitted: Mar 4, 2022 1:37:02 PM EST)

Answer

- The forms required are not included. All else is included in the 100 pages (Answered: Mar 4, 2022 5:15:40 PM EST)

Question 13

Section 3.3 lists a number of Tasks that could be subjectively applicable to one or more of the Functional Areas of Interest in Section 3.13. In order to provide a complete response that is acceptable to the City, can the City provide its interpretation of specifically which Tasks (Section 3.3) should be addressed under each Functional Area of Interest? For example if a firm wishes to be considered for Transportation Engineering only, then please identify which Tasks in Section 3.3 needs to be addressed in the response. The same is being requested for the other Functional Areas. (Submitted: Mar 4, 2022 2:57:17 PM EST)

Answer

- This is a general civil services contract, with the majority of the projects focusing on the design and permitting of water, sewer, stormwater and roadway improvements throughout the City. The selected firms must demonstrate proficiency in general civil design. However should the need arise for geotechnical, environmental, structural, mechanical etc, as sometimes it has in the past, the selected firm(s) must have the ability, either in-house, or using subs to address these functional areas as needed. This should be showcased in the submittals, but we are not necessary looking for large teams with members specializing in each of the functional areas listed, nor are we looking for sperate submittals for each of the functional areas as it was done in the previous library of consultants RFQ. (Answered: Mar 8, 2022 6:41:13 PM EST)

Question 14

Given that a firm would like to be considered for multiple Functional Areas (Section 3.13), is the City looking for one proposal from each firm, that identifies all the Functional Areas for consideration? or is a separate submission package required for each Functional Area? (Submitted: Mar 4, 2022 2:58:10 PM EST)

Answer

- Please see response to #13 above (Answered: Mar 8, 2022 6:41:13 PM EST)

Question 15

Does the City want us to split up the SF-330 forms into sections 4.2.3 and 4.2.4, as opposed to submitting a complete 330 set? (Submitted: Mar 4, 2022 5:14:05 PM EST)

Answer

- This is up to proposer. (Answered: Mar 28, 2022 1:16:29 PM EDT)

Question 16

Please clarify on what exactly the City is looking for, as sections 3.2 and 3.13 conflict one another:

3.2 states: The selected consultants must be able to provide all the services required of any civil engineering project and associated planning services through its own staff or sub-consultants.

Then, 3.13 states: The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one (1) functional area.

Thank you! (Submitted: Mar 7, 2022 6:42:59 AM EST)

Answer

- Please see response to question #13 above. We are looking for one submittal specializing in the general civil and with the option to address smaller the disciplines should in the need arise. Not specialized submittals for each functional areas as it was done in the library of consultant RFQ (Answered: Mar 11, 2022 10:42:46 AM EST)

Question 17

Under Section 4.2.3 - Firm Qualifications and Experience, it states a Standard Form 330 may be used to provide this information. It also says on 4.2.4 Qualifications of the Project Team in bold (on a Standard Form 330 if you choose), but under the Weighted Criteria, it states respondents should submit a complete Standard Form 330. This language is a bit confusing and we would like to know what the City itself prefers for consultants to provide. (Submitted: Mar 7, 2022 9:08:18 AM EST)

Answer

- Please see response to #13 above (Answered: Mar 8, 2022 6:41:13 PM EST)

Question 18

Please provide the Local Business Preference Certification form (Submitted: Mar 7, 2022 2:12:24 PM EST)

Answer

- See addendum 1 (Answered: Mar 11, 2022 10:42:46 AM EST)

Question 19

If a firm has already been selected for RFQ 12464-416 –CCNA – Professional Services Library, Continuing Services Contract, should they also submit to be on the pool for this solicitation (Submitted: Mar 7, 2022 3:42:32 PM EST)

Answer

- Please see response to question 2 (Answered: Mar 8, 2022 6:41:13 PM EST)

Question 20

Under Section 4.2.3 - Firm Qualifications and Experience, it states a Standard Form 330 MAY BE used to provide this information. It also says on 4.2.4 Qualifications of the Project Team in bold (on a Standard Form 330 if you choose), but under the Weighted Criteria, it states respondents SHOULD submit a complete Standard Form 330. Is the SF 330 form required. Also, is the SF 330 part of the 100 page limit (Submitted: Mar 7, 2022 4:20:02 PM EST)

Answer

- See addendum 1 no required forms are part of the 100 pages (Answered: Mar 9, 2022 11:40:27 AM EST)

Question 21

Please indicate which Functional Area does Water Treatment and/or Wastewater Treatment scope tasks belong? (Submitted: Mar 9, 2022 9:07:34 AM EST)

Answer

- This RFQ does not require any category of functional area. The solicitation document is for civil engineering. Unlike the professional library, teams are encouraged. Functional areas that may be required are listed in the solicitation. See answer to question 13 (Answered: Mar 9, 2022 11:45:53 AM EST)

Question 22

Does the City have their own MBE requirements or will FDOT certificate suffice? (Submitted: Mar 9, 2022 10:39:52 AM EST)

Answer

- City has a DBE program and local business program. Please refer to the solicitation and attached forms. (Answered: Mar 11, 2022 10:42:46 AM EST)

Question 23

Question 20's Answer - Mar 09, 2022 11:40:27 AM EST - states "See addendum 1" When will this addendum be issued? (Submitted: Mar 9, 2022 5:40:05 PM EST)

Answer

- Addendum 1 will be issued by COB March 11, 2022 (Answered: Mar 11, 2022 10:42:46 AM EST)

Question 24

To respond thoroughly to the proposal requirements for this important contract, would the City consider an extension to its due date? (Submitted: Mar 10, 2022 11:53:45 AM EST)

Answer

- I don't think an extension is warranted, there is still 17 days left on the advertisement, plenty of time. (Answered: Mar 11, 2022 10:42:46 AM EST)

Question 25

Please answer question 15. Also, page count was not addressed in Addendum #1 as referenced in answer 20. Do the SF 330s count as part of the page count? I apologize but it is a little confusing. (Submitted: Mar 11, 2022 3:17:58 PM EST)

Answer

- As mentioned above in question 12 (Answered: Mar 15, 2022 3:03:03 PM EDT)

Question 26

Please provide the Bid/Proposal Certification Form requested in Section 4.2.9 (Submitted: Mar 14, 2022 10:11:28 AM EDT)

Answer

- This form is not required at this time (Answered: Mar 15, 2022 2:59:04 PM EDT)

Question 27

Good morning. I was going over the Q&A and it seems that the rules have changed regarding the Function Areas of Interest. The RFQ clearly states that "The consultant shall identify in their response to this RFQ the

functional areas for which it particularly wishes to specialize". However, now the City wants that each team covers all of the Function Areas of Interest? When and why did that change from the original RFQ? Please clarify

(Submitted: Mar 16, 2022 10:35:51 AM EDT)

Answer

- Please see response to question #13 above, we feel that adequate clarification has been provided on this matter.

(Answered: Mar 17, 2022 2:23:50 PM EDT)

Question 28

Page 10 of 27 of the RFQ (this refers to the page numbering at the bottom of RFQ, lower right hand corner) states: "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."

Please confirm that a sample insurance certificate only needs to be included in the proposal for the prime firm.

(Submitted: Mar 16, 2022 11:43:07 AM EDT)

Answer

- Yes Only for the prime.(Answered: Mar 17, 2022 2:23:50 PM EDT)

Question 29

Page 10 of 27 of the RFQ, section 2.16, Insurance - Subconsultants, state: "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."

Please confirm that the above insurance language is applicable upon contract award and that we do not need to include sample insurance certificates for our subconsultants in the proposal.

(Submitted: Mar 16, 2022 11:46:02 AM EDT)

Answer

- correct and confirmed.(Answered: Mar 17, 2022 2:23:50 PM EDT)

Question 30

Do firms need to provide comments and exceptions to the sample contract with their submittal or will that happen when contract is awarded? If so, would this be a separate attachment?

(Submitted: Mar 18, 2022 9:42:12 AM EDT)

Answer

- All comments / exceptions, etc. must be submitted with your proposal. It may be a separate Doc, however these is a space provided on the Proposal Signature Page as well.

(Answered: Mar 23, 2022 7:52:33 AM EDT)

Question 31

Can further clarification be given to the scope of services required for water resources engineering and hydrology and hydraulic engineering?

(Submitted: Mar 21, 2022 2:39:19 PM EDT)

Answer

- : We believe the terms are self-explanatory any firm that has performed stormwater design and permitting

should be very familiar with the terminology(Answered: Mar 28, 2022 3:33:09 PM EDT)

Question 32

Statement of Local Business Preference – Per the ordinance, local businesses will receive a scoring advantage, but this isn't outlined in the scoring criteria for the RFQ. Will this be implemented on RFQ scoring or taken into consideration for the individual task orders?(Submitted: Mar 21, 2022 2:39:38 PM EDT)

Answer

- It will be taken in account at time of scoring RFQ(Answered: Mar 24, 2022 3:06:20 PM EDT)



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 3/23/23

DOCUMENT TITLE:

Agreement for Civil Engineering Services with Black & Veatch Corporation RFP No. 12637-421COMM. MTG. DATE: 2/21/23 CAM #: 23-0069 ITEM #: M-2 CAM attached: ☒ YES ☐ NORouting Origin: _____ Router Name/Ext: _____ Action Summary attached: ☐ YES ☒ NOCIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 3/23/23 Attorney's Name: Rhonda MATHIAS Hasan Initials: RMH3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 03/24/234) City Manager's Office: CMO LOG #: MAR-58 Document received from: CCO 3/24/23Assigned to: GREG CHAVARRIA ☒ ANTHONY FAJARDO ☐ SUSAN GRANT ☐GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial)

S. GRANT _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☐ Mayor ☒ CCODate: 3/27/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 1 originals to: Friseta (Name/Dept/Ext)Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO

TM#23-0198