

Solicitation 12247-996

Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale Fl.

Bid Designation: Public



City of Fort Lauderdale

Bid 12247-996**Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale Fl.**

Bid Number 12247-996
Bid Title Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale Fl.

Bid Start Date Jan 17, 2019 4:55:32 PM EST
Bid End Date Feb 22, 2019 2:00:00 PM EST
Question & Answer End Date Feb 15, 2019 5:00:00 PM EST

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

Pre-Bid Conference Feb 11, 2019 11:00:00 AM EST
Attendance is optional
Location: City of Fort Lauderdale - City Hall
 100 N. Andrews Ave. - 8th floor Conf. Room
 Fort Lauderdale Fl. 33301

Addendum # 1

Changes were made to the following items:
 Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale Fl.

Description

The City of Fort Lauderdale is seeking the services of a qualified architectural design, engineering, or landscape architecture consulting firm to provide Professional Services related to a contract for a Conceptual Streetscape Design for Las Olas Boulevard in the City of Fort Lauderdale.

Added on Jan 25, 2019:

Draft contract doc. has been added to the Documents Page

Added on Feb 10, 2019:

Hello,

City of Fort Lauderdale invites you to join this Webex meeting.

James Hemphill

Monday, February 11, 2019

11:00 am | Eastern Standard Time (New York, GMT-05:00) |

Meeting number (access code): 621 519 904

Join from a video system or application

Dial 621519904@cof.my.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-510-338-9438 USA Toll **(Answered: Feb 6, 2019 12:24:23 PM EST)**

Added on Feb 10, 2019:

The City will attempt to provide remote access to the prebid meeting via a WebEx.

However, please be advised that, we cannot guarantee the quality and accessibility of the equipment. We will attempt to do this as a

convenience, but bear no responsibility. The information to participate is indicated in most recent addition.

Addendum # 1

City of Fort Lauderdale
Conceptual Streetscape Design for Las Olas Boulevard in the City of Fort Lauderdale
RFQ Number: 12247-996

Section I – Introduction and Information

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) / teams to provide a Conceptual Streetscape Design for Las Olas Boulevard in the City of Fort Lauderdale as further described in Section III – Scope of Services. Those firms who are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 Submission Deadline

Sealed responses shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than date and time indicated, at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-Proposal Meeting

There will be a pre-proposal conference scheduled for this RFQ. It is strongly suggested that all proposers attend the pre-proposal meeting.

While attendance is not mandatory, It will be the sole responsibility of the Contractor to attend the pre-proposal and to inspect the City's location(s) facilities systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BIDSYNC

The City of Fort Lauderdale uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, 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 BIDSNYC 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.

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: James Hemphill – Asst. Manager of Procurement and Contracts
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Fax: (954) 828-5576
E-mail: Jhemphill@fortlauderdale.gov

All inquiries concerning this RFQ, questions, and requests for additional information shall be sent via the BIDSNYC question and answer feature.

Section II – General Terms and Conditions

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BIDSUNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BIDSUNC 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 BIDSUNC as a separate addendum to the Request for Qualifications (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 Statement of Qualifications (SOQ) at any time prior to SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ 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 SOQ shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.5 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 / Teams shall be in the business of either architectural design, engineering, or landscape architecture and must possess sufficient licenses, certifications, financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract.

2.8.1 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.

2.8.2 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.

2.9 Lobbyist Ordinance

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

2.10 Scrutinized Companies List

In accordance with Section 287.135 Florida Statutes as amended, any company, principals, or owners 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 engaged in business operations in Cuba or Syria are prohibited from submitting a bid, SOQ or response to a City of Fort Lauderdale solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each company submitting a bid, SOQ or response to a solicitation must certify to the City that it is not on either list at the time of submitting a bid, SOQ or response. The City may terminate this Contract 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 (2011), 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 has engaged in business operations in Cuba or Syria.

By submitting a bid, SOQ or response, the company, principals, or owners certify that they are 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.

2.11 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.12 Local Business Price Preference – N/A

2.13 Protest Procedure

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

2.13.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.14 Sub-Consultants

2.14.1 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 SOQ the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

2.14.2 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 should 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.

2.15 Insurance Requirements

2.15.1 Consultant will be required and shall require all of its Sub-Consultants and Sub-Contractors to provide, pay for, and maintain in force at all times during the term of an agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below.

2.15.2 Companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida shall issue such policy or policies. Consultant shall specifically protect City and the City Commission by naming City and the City Commission as additional insured under the Comprehensive Liability Insurance policy hereinafter described.

- a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the Consultant's employees.
- b. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and City's Risk Manager. Sub-consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the contract administrator and City's Risk Manager on a task order by task order basis.
- c. The Consultant shall provide the Risk Manager of the City an original certificate of insurance for policies required by Article 11.10. All certificates shall state that the City shall be given ten (10) days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, and (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.
- d. Consultant shall as a condition precedent of this Agreement furnish to the City of Fort Lauderdale, c/o Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301, certificate(s) of insurance upon execution of this Agreement which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Commercial General Liability

i. Limits of Liability:

Bodily Injury and Property Damage Liability
 Combined Single Limit
 Each Occurrence \$1,000,000
 General Aggregate Limit \$2,000,000
 Personal Injury \$1,000,000
 Products/Completed Operations \$1,000,000

ii. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured
 Employees included as insured
 Broad Form Contractual Liability
 Waiver of Subrogation
 Premises/Operations
 Products/Completed Operations
 Independent Contractors

Automobile business**i. Limits of Liability:**

Bodily Injury and Property Damage Liability
 Combined Single Limit \$1,000,000
 Any Auto
 Including Hired, Borrowed or Non-Owned Autos

ii. Endorsements Required:

Waiver of Subrogation

Workers' Compensation

Limits of Liability: Statutory-State of Florida

Professional Liability/Errors And Omissions Coverage

Combined Single Limit
 Each Occurrence \$1,000,000
 General Aggregate Limit \$2,000,000
 Deductible not to exceed 10%
 Must be in effect for at least five (5) years after Project completion

2.15.3 The above insurance requirements are only required to be carried by the Consultant during the term of the assigned Project and provided upon award of the task order, except for Professional Liability/Errors and Omissions insurance which must be in effect for at least five (5) years after Project completion.

2.15.4 The City is required to be named as additional insured under the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Consultant. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for the

work contemplated in an agreement shall be deemed unacceptable, and shall be considered a breach of contract.

- 2.15.5** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of A. M. Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund. Compliance with the foregoing requirements shall not relieve the Consultant of his liability and obligation under this section or under any other section of this Agreement.

Note: City contract number must appear on each certificate.

- 2.15.6** The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the project. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration.

2.16 Contract Agreement

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

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 Qualifications, 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 RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.
- 2.18.3** 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; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.21 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

2.22 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.

2.23 Indemnity/Hold Harmless Agreement

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale 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 Contractor 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.

2.24 Debarred or Suspended Bidders or Proposers

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

City of Fort Lauderdale
Conceptual Streetscape Design for Las Olas Boulevard in the City of Fort Lauderdale
RFQ Number: 12247-996

Section III - Scope of Services

3.1 Purpose

The City of Fort Lauderdale is seeking the services of a qualified consulting firm to provide Professional Services related to a contract for a Conceptual Streetscape Design for Las Olas Boulevard in the City of Fort Lauderdale. The following is a list of services that may be required. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineering, architectural design, landscape architecture firms, and for which the firm(s) are experienced, qualified, able to perform.

Overview

The City of Fort Lauderdale, population 180,000, is the largest city in and the county seat of Broward County, the second largest county in Florida at over 1,900,000 residents. In addition to its permanent population, Fort Lauderdale is also a major global tourism destination. To this point, the Greater Fort Lauderdale area hosted 12,800,000 visitors in 2017. This combination of residents and visitors needing to move about the City by a variety of modes creates a need to balance a variety of transportation needs.

The City of Fort Lauderdale is committed to promoting safe, accessible, multi-modal travel to meet goals developed based on the City's Fast Forward Fort Lauderdale 2035 vision plan as well as annual neighbor input through annual, statistically significant Neighbor Surveys. As part of its commitment to these goals, the City has adopted its Complete Streets policy and was also the first Vision Zero city in the southeastern United States.

Las Olas Boulevard is the City's most iconic street and, like the City as a whole, has a variety of transportation and special event needs that must be balanced. The importance of coming to a community consensus for the future of Las Olas Boulevard was identified with the incoming City Commission as one of their Commission Annual Action Priorities. Due to the importance, a Las Olas Working Group has been established which is led by the 2 City Commissioners representing the districts impacted by the street that includes residents and stakeholders. This group will play a key role in the process as well as there being significant general public outreach to ensure consensus on the final concept.

There are five (5) different character areas along Las Olas Boulevard that have different contexts and will require different amenities however there is a need to connect all through consistent design measures. The boulevard is also one of the three streets within Fort Lauderdale providing access to the barrier island. In addition, Las Olas Boulevard is also utilized as a transit route by both Broward County Transit (BCT) and Sun Trolley.

This Request for Qualifications seeks a world-class consultant or consultant team to develop a cohesive, context-sensitive and iconic design for Las Olas Boulevard that works towards "connecting residents and visitors of Fort Lauderdale through the enhancement of this iconic boulevard representing our history and future", as the vision statement of the Las Olas Working Group. Las Olas Boulevard is the most iconic street in Fort Lauderdale and provides various amenities for residents and tourists alike including restaurants, shopping, offices, and residential. The study area includes Broward Boulevard to the north, the Atlantic Ocean to the east, the New River to the south, and Andrews Avenue to the west; the project area is Las Olas Boulevard between Andrews Avenue and its terminus at the Atlantic Ocean. The design determined at the conclusion of this RFQ will ultimately inform the complete reconstruction of the Boulevard.

Context

Las Olas Boulevard is a 2.4-mile roadway extending through five distinct character areas. For this reason, Las Olas Boulevard serves a wide range of users and stakeholders – including residential property owners, commercial property owners, business owners, walk/bike advocacy groups, residents who do not live along the boulevard, the Downtown Development Authority, and others – whose desires and needs may conflict.

The first of the five character areas beginning from the west is the Financial District. The Financial District is characterized by the tallest office and residential towers in Fort Lauderdale, a museum, a university and college campus, and a large park. This area has wide sidewalks and four lanes of traffic with one lane serving as convertible on-street parking and landscaping on either side of the street. The typical user includes office employees, students, park users, and museum patrons.

Heading east are the Historic Shops, comprised predominantly of two-story buildings with ground-floor retail, art galleries, bars and restaurants. This character area has narrow sidewalks, large median trees, and four lanes of traffic with one lane serving as convertible on-street parking. This segment of Las Olas is viewed as Fort Lauderdale's premier shopping and entertainment district and is also frequently used for special events that require full street closures. The typical user includes both local neighbors and tourists visiting these uses as well as special event attendees.

To the east of the Historic Shops are the 15th Avenue Shops. This character area is dominated by two-story shops with a historic, largely single-family residential neighborhood located a block in on either side. This area has two lanes of traffic, a partially parking-protected bike lane, narrow sidewalks, and scattered landscaping. SE 15th Avenue also runs from the north and south through this character area, providing an important bypass for vehicular traffic seeking to avoid the Historic Shops character area. The typical user includes both local neighbors and tourists visiting these uses.

East of the 15th Avenue Shops are the Las Olas Isles. The Isles consist primarily of large, single-family homes on the adjacent finger islands. This character area has a two-lane roadway complete with conventional bike lanes, a landscaped median, and some on-street parking with retail in the eastern section. Typical users include drivers, joggers, walkers, and bicyclists headed to and from the beach, and residents commuting on and off the beach.

Terminating at the Atlantic Ocean is the fifth character area, Fort Lauderdale Beach. The Beach is dominated by hotel and restaurant uses and is undergoing a transformation into a curbside festival street as part of major Community Redevelopment Agency investment. The Beach is utilized heavily by both local neighbors and tourists. Although this area is not subject to major design interventions, it should offer inspiration for the design of the rest of the corridor.

Scope of Work

Project Purpose

The purpose of this project is to provide a cohesive vision for Las Olas Boulevard from Andrews Avenue to the Atlantic Ocean in line with the Las Olas Mobility Working Group's vision statement: "Connecting residents and visitors of Fort Lauderdale through the enhancement of this iconic boulevard representing our history and future." The cohesive vision is important when considering the major differences between five character areas as described by the Context portion of this RFQ.

This vision should rely heavily on collected quantitative data, especially data related to peak season multi-modal traffic counts, in addition to the overall community's vision for the corridor. A balance must be struck between the unique needs of people driving, people walking, people biking, and of special events while elevating the safety for all modes. This balance must also preserve the character of adjacent neighborhoods while also defining the future of this iconic boulevard.

The study area includes Andrews Avenue to the west, Broward Boulevard to the north, the Atlantic Ocean to the east, and the New River to the south with specific design interventions to be focused on Las Olas Boulevard between Andrews Avenue and the Intracoastal Waterway. Although the fifth character area, Fort Lauderdale Beach, will not be subject to construction or design changes, it's important that the design chosen for the rest of the corridor be cohesive with this established project.

Ultimately, this scope of work will culminate into a conceptual design of the boulevard as well as preliminary, planning level cost estimates and a construction schedule identifying priority segments. This conceptual design will ultimately guide the final construction design and subsequent full reconstruction of the entire boulevard. A successful conceptual design would meet the following broad goals:

- Create a seamless, iconic context-sensitive design applied through the five distinct character areas
- Strike a balance between the needs of drivers and the needs of retail and office uses along Las Olas
- Develop a safe, comfortable network for pedestrians and bicyclists through the entire 2.4 mile segment that connects with other existing and planned pedestrian and bicyclist networks
- Ensure that the roadway is designed to accommodate the effects of climate change.
- Ensure that underground infrastructure is addressed during the reconstruction.

Scope of Work

Task 1.0 – Project Management

The consultant will be expected to provide a kick-off meeting, bi-weekly in-person progress updates to city staff, and should anticipate regular meetings with the Las Olas Mobility Working Group. Because of the high-profile nature of this project, regular meetings with City Management and at Commission Conference Meetings are expected.

Deliverables: Agendas for each meeting

Summaries with action items for each meeting

Task 2.0 – Data Collection and Existing Conditions Analysis

Review and collection of existing conditions data including but not limited to: ADA compliance; bicycle facilities; bridges; existing studies; landscaping; lighting; existing utilities; locations and existing styles of various street furniture; medians; parking; pedestrian facilities; planned infrastructure improvements; right-of-way constraints and “pinch points;” stormwater capacity and general performance; and sea level rise projections.

The City will furnish data including but not limited to: As-builts of construction projects along the corridor, existing plans, information related to zoning and land development regulations, proposed development plans that may impact the corridor, the locations of existing utilities including Lidar data, and the locations of right-of-way lines. The City will furnish other available data not explicitly listed upon request.

Deliverables: Existing conditions documented through a series of maps, diagrams, site photographs, and narratives

Task 3.0 – Detailed Multimodal Traffic Analysis

Conduct a detailed traffic multimodal traffic analysis including vehicular, pedestrian, and bicyclist counts; transit ridership; crash analysis; 2019 and 2040 scenarios to include potential redevelopment utilizing a city-approved methodology for traffic and multi-modal growth within the study area. This study will be crucial to determining the final roadway layout, including potential reallocation of space to various modes.

Deliverable: Traffic counts of all transportation modes
Detailed Multimodal Traffic Analysis Report

Task 4.0 – Public Engagement

This project is expected to be very high-profile. For this reason, it's crucial to provide information to the public in a straight forward, easy to digest manner. The use of infographics, renderings, and other graphical approaches that make complex information about traffic analysis and street design easier to understand and more compelling are greatly encouraged. It is crucial to take into consideration the myriad of stakeholders, their individual interests, and technical understanding when planning the public engagement process to ensure consensus can be achieved.

Alternative methods of receiving public engagement besides traditional meetings with the goal of receiving input from all local neighbors are highly encouraged. These methods may include a range of approaches such as social media engagement, attendance at special events, and intercept surveys.

Presentations are expected to collect general input, present conceptual alternatives, and to present the “preferred” alternative and are expected to both the Las Olas Mobility Working Group and to the general public.

The consultant will prepare and lead up to four (4) meetings with the Las Olas Mobility Working Group, at least three (3) meetings with the City Commission, and at least three (3) general public involvement meetings in addition to online and alternative engagement. Presentations will also be expected to various boards and stakeholder groups as identified by the City.

Deliverables: Meeting Agendas
Meeting Summaries

A memorandum summarizing the results of all collected surveys, outreach efforts, and other items relevant to the public outreach process

Task 5.0 – Conceptual Design Alternatives

The consultant will prepare two (2) concepts based on the public input received and the data collected, broken out into each character area. Those concepts will be used to receive additional public outreach on which is the preferred alternative.

Task 5.1 – Initial Conceptual Design Alternatives | As part of this task, the consultant shall prepare two (2) planning-level conceptual alternatives to consist of street sections and plans for each of the four (4) character areas as defined by the city and at least two (2) detailed architectural renderings depicting the before and after for each of the four (4) character areas (Fort Lauderdale Beach character area excluded). Potential strategies should address and balance how the boulevard is utilized by people driving, people walking, and people biking, and for special events. General approaches should include iconic hardscape and softscape elements, enhancement of the traveling experience for people driving and people biking, and the inclusion of safe, comfortable pedestrian infrastructure.

Deliverables: Eight (8) planning-level conceptual alternatives in plan view
Eight (8) planning-level conceptual alternatives as street sections
Eight (8) before/after renderings

Task 5.2 – Concept Refinement and Preferred Schematic Design | Based on feedback received during the Task 5.1 the consultant will prepare a conceptual “preferred” schematic design and detailed architectural renderings for the corridor. This design should show the general locations of design elements including but not limited to: street furniture, wayfinding, crosswalk locations and treatments, iconic/placemaking elements, and hardscape and softscape elements.

Deliverables: Four (4) planning-level conceptual alternatives in plan view
Four (4) planning-level conceptual alternatives as street sections
Detailed architectural renderings of the “preferred” schematic design

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

Task 6.0 – Cost Estimating

Provide a preliminary, planning level cost estimate at concept level and again as part of the “preferred” schematic design. The cost estimate determined at the conceptual design alternatives level should inform the selection of the “preferred” schematic alternative. The cost estimate for the “preferred” schematic design should be broken down by segment so that it may be utilized to inform the segment construction prioritization task.

Deliverables: A memorandum summarizing the cost estimation process
“Preferred” schematic design planning level cost estimate

Task 7.0 – Segment Construction Prioritization

Prepare a document guiding a construction implementation schedule for the construction phases of the project. This document should be guided by the cost estimating task as well impacts to the public and businesses along the corridor, public input, and existing conditions. The document should also include the impacts and schedule of planned City capital improvement projects along the corridor and take into consideration broad construction Maintenance of Traffic (MOT) strategies to minimize the impacts of construction sequencing.

Deliverable: Construction Implementation Schedule as described above

Task 8.0 – Final Vision Report

Prepare a final vision report that summarizes Tasks 1.0 through 7.0. The report should be direct, concise, and easily understood by a wide variety of audiences, with a significant graphical component while providing a clear path forward towards implementation.

Deliverables: Final Vision Report

All raw data collected or generated as part Tasks 1.0 through 8.0 in a format deemed acceptable by the City’s project manager

City of Fort Lauderdale
Conceptual Streetscape Design for Las Olas Boulevard in the City of Fort Lauderdale
RFQ Number: 12247-996

Section IV – Submittal Requirements

4.1 Instructions

4.1.1 All proposals must be submitted in a sealed package with the RFQ number, due and open date, and Request for Qualifications (RFQ) title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

4.1.2 THIS IS A PAPER RFQ SUBMITTAL WITH CD's. All Statements of Qualifications (SOQ's) must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO IN ELECTRONIC FORMAT (Jump drives). CONTRACTOR SHOULD PROVIDE (6) ELECTRONIC COPIES OF YOUR PROPOSAL. ALL COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE ELECTRONIC VERSIONS, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR 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.

A representative who is authorized to contractually bind the Contractor shall sign the STATEMENT OF QUALIFICATION CERTIFICATION. Omission of a signature on that page may result in rejection of your proposal.

Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BIDS SYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFQ from BIDS SYNC. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BIDS NYC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDS SYNC. 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 BIDS SYNC.

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 Offeror 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 their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- 4.1.4** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- 4.1.5** All responses will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 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.
 - 2. SOQ Letter / Letter of Interest / SOQ Signature Form**
Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project. Provide firm's legal name, points of contact information (names, telephone, FAX numbers and E-Mail addresses). Complete and add SOQ Signature Form.
 - 3. Qualifications of the Firm**
Respondents must 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 specifically to the project.

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. Submittals that do not contain such documentation may be deemed as non-responsive.

4. Qualifications of the Project Team

List the members of the project team (**may be on a Standard Form 330 if you choose**). Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including subconsultants to be assigned to each project. 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. Proposers should have substantial experience completing complex, high-profile streetscape visioning projects.

5. Project Manager's Experience

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the City. Individual(s) must have a minimum of five (5) years' experience in required discipline and have served as project manager on similar projects that were completed on time and on budget on a minimum of three (3) previous occasions.

6. 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 timeline methodology 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.

7. Approach to Collaboration and Public Participation

Demonstrate experience in working with complex study areas to facilitate consensus between a variety of stakeholders. Examples of any non-traditional methods of outreach should be highlighted.

8. References

References should be of projects with similar scope as listed in this RFQ. Information should include:

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

9. 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, include your certification.

If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts for this project in meeting M/WBE procurement goals under Florida Statutes 287.09451

4.2.9 Required Forms

a. Statement of Qualification Certification

Complete and attach the Statement of Qualification Certification provided herein in Section 6 - Required Forms

b. Non-Collusion Statement

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

c. Contract Payment Method

This form must be completed and returned with your SOQ. 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.

d. Contractor Certification of Compliance with Non-Discrimination Provisions of the Contract.

e. 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.

4.3 By submitting a SOQ 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 his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

City of Fort Lauderdale
Conceptual Streetscape Design for Las Olas Boulevard in the City of Fort Lauderdale
RFQ Number: 12247-996

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 SOQ's 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 Statement of Qualifications (SOQ) 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 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 Request for Qualifications (RFQ), and deliberations of the Evaluation Committee at publically 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** The final ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to commence negotiations with the number first ranked firm.
- 5.1.4** 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** Pre 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

<u>CRITERIA</u>	<u>PERCENTAGE</u>
Qualification of Project Team: To include personnel used for the project, project manager, Subconsultants, and joint ventures	35
Approach to Scope of Work	30
Previous Similar Projects and References	35
TOTAL	100 %

5.3 Contract Award

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

Section VI

Required Forms

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STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for MBE or WBE status: MBE _____ WBE _____

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>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through BIDSINC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

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, hereby agrees that in no event shall the City's liability for respondent's 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

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.

CONTRACT PAYMENT METHOD BY P-CARD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

In accordance with Article 7, item 7.4.3 of the consultant agreement attached herein, payments for all services will be made utilizing the City's P-Card program (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of the agreement.

Please indicate with which credit card you prefer to be paid:

_____ MasterCard

_____ Visa Card

Company Name: _____

Name (printed)

Signature

Date:

Title

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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date

AGREEMENT

Between

City of Fort Lauderdale

and

(CONSULTANT NAME)

for

(PROJECT NAME)

RFQ No. _____

AGREEMENT

THIS IS AN AGREEMENT, made and entered into this ____ day of _____ 200__, by and between:

CITY OF FORT LAUDERDALE, a municipal Corporation of the State of Florida, (hereinafter referred to as "CITY")

and

xxxxx., a xxxxxx corporation authorized to transact business in the State of Florida, OR 'a Florida Corporation.' (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of _____, 20__ authorized the proper officials by motion to execute an Agreement between CONSULTANT and CITY authorizing the performance of services in connection with a **PROJECT NAME**; and

WHEREAS, the CONSULTANT responded to the City's solicitation # _____ and is willing and able to render Services for such project for the compensation and on the terms hereinafter set forth; and

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 **ADDITIONAL SERVICES:** Services performed by the CONSULTANT authorized by Task Order and supplemental to the basic services described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.2 **AGREEMENT:** Means this document between the CITY and CONSULTANT dated _____ and any duly authorized and executed Amendments to Agreement.
- 1.3 **BASIC SERVICES:** Services performed by the CONSULTANT for authorized

scope of work for the Project phase described in this Agreement and listed in Exhibit "A", Scope of Services.

- 1.4 **CERTIFICATE 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.
- 1.5 **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the contract documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT shall review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.
- 1.6 **CITY:** The City of Fort Lauderdale, a municipal corporation of the State of Florida.
- 1.7 **CITY MANAGER:** The City Manager of the City of Fort Lauderdale, Florida.
- 1.8 **COMMISSION:** The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.9 **CONSTRUCTION COST:** The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.10 **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.
- 1.11 **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.
- 1.12 **CONSULTANT:** _____, the CONSULTANT selected to perform Construction Engineering & Inspection (CEI) Services for Downtown Mobility Hub services pursuant to this Agreement.
- 1.13 **CONTRACT ADMINISTRATOR:** The City Engineer of 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.
- 1.14 **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.
- 1.15 **DEPARTMENT DIRECTOR:** The director of _____ Department for

the City of Fort Lauderdale.

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

- 1.24 **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.25 **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.
- 1.26 **STATEMENT OF PROBABLE PROJECT COSTS:** A document to be prepared by the CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.27 **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.
- 1.28 **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the CITY.
- 1.29 **TIME OF COMPLETION:** Time in which the entire work shall be completed.

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 City has budgeted funds for the Project.

ARTICLE 3

SCOPE OF SERVICES FOR BASIC SERVICES

- 3.1 CONSULTANT shall provide all services set forth in Exhibit "A", Scope of Services, attached hereto and incorporated herein, including all necessary, incidental and related activities and services required by the Scope of Services and contemplated

in CONSULTANT's level of effort.

- 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 the 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 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 prior to its commencement.
- 3.3 CITY and CONSULTANT acknowledge that basic services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for any necessary additional task or future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for additional task or future Project phases from another source.

ARTICLE 4

GENERAL PROVISIONS

- 4.1 CONSULTANT shall include CITY's project number as part of the heading on all correspondence, invoices, etc. All correspondence shall be directed specifically to the Contract Administrator.
- 4.2 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the 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.

ARTICLE 5

TASK ORDERS FOR ADDITIONAL SERVICES

- 5.1 Task Orders for additional services shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable CITY purchasing code requirements). These Task Orders shall be considered supplemental to the general

description of basic services as described in Exhibit "A."

- 5.2 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:
- 5.2.1 Providing additional copies of reports and documents; and
- 5.2.2 Assisting the City with litigation support services arising from the planning, development, or construction.
- 5.3 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed 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.
- 5.4 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific task, or if at any time the CITY shall be of the opinion that said task 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) business 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) business days, the CITY may notify the CONSULTANT to discontinue all work under the specified task. 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 you, as the original CONSULTANT.
- 5.5 In the event CONSULTANT is unable to complete the services on the date or dates as provided in this agreement or subsequent Task Orders, because of delays resulting from the untimely review and approval by CITY and other governmental authorities having jurisdiction over the Project, CITY may grant an appropriate extension of time for completion of the work, It shall be the responsibility of the CONSULTANT to notify the CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

ARTICLE 6
TIME FOR PERFORMANCE; CONSULTANT DAMAGES

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon project schedule, developed before commencement of work and made a part of this agreement. The Project Schedule, once complete, shall be automatically incorporated into this Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.
- 6.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 6.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 6.5 The time for the performance of services described in Exhibit "A," Scope of Services and supplemental Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.
- 6.5.1 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.
- 6.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional

project related Task Orders for additional services.

ARTICLE 7

COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

Not To Exceed Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to Exhibit "A" required under the terms of this Agreement an amount not to exceed _____ **(WRITTEN)** (\$ _____), for all related task orders. . 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 all Task Orders combined 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.

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.

7.2 REIMBURSABLES

7.2.1 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 obligation to incur such expenses in the performance of services hereunder. CONSULTANT shall be compensated for Reimbursable expenses associated with a particular Task Order up to the amount allocated for such Task Order. The CITY shall not remit payment for any of CONSULTANT's expenses that exceed the amount allocated for each Task Order, unless agreed to in writing by the Contract Administrator. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables for each task order, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by the Contract Administrator prior to incurring such expenses.

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

related to this Agreement.

7.3 METHOD OF BILLING

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.

7.4 METHOD OF PAYMENT

7.4.1 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.

7.4.2 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.

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

7.4.4 Payment will be made to CONSULTANT at:

(VENDOR NAME AND ADDRESS)

ARTICLE 8

ADDITIONAL SERVICES, AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. 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 this Agreement including the initiation of any Additional Services. CITY shall compensate CONSULTANT for such Additional Services as provided in Article 7.
- 8.2 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 \$100,000.00 per project. In the event of a dispute in an amount over \$100,000.00, 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 in favor of CONSULTANT shall be set forth in a written document signed or authorized by a judge. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9

CONSULTANT'S RESPONSIBILITIES

- 9.1 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, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.

- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. 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. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.
- 9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.
- 9.4 The CONSULTANT shall attend all pre-proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 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.
- 9.7 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 the CONSULTANT. The CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 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.

- 9.8.1 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 the 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.
- 9.8.2 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 the CONSULTANT for reimbursement for Errors and Omissions.
- 9.8.3 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 the 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.
- 9.8.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.8.5 In executing this Agreement, the 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.
- 9.8.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for

amounts in the aggregate under \$100,000 per project, subject to Section 8.2. 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 10

CITY'S RESPONSIBILITIES

- 10.1 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.
- 10.2 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.
- 10.3 CITY shall review the itemized deliverables/documents identified in Scope of Services.
- 10.4 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 11

MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT, its dependent professional associates and employees, pursuant to this Agreement shall be owned by the CITY upon full payment of all fees due the CONSULTANT.

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. 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.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.26. 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 approved by the CITY and rendered from the date of execution of the Agreement up to the time of termination, subject to other provisions of this Agreement. 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 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.

11.2.2 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.

11.2.3 Notice of termination shall be provided in accordance with Section 11.26, 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 11.26, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.2 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.

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

11.3 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 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.

11.4 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 ADA 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.

11.5 MINORITY AND DISADVANTAGED PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by minority and women business 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 Minority Business Enterprise (MBE) and/or Women Business Enterprise (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.

CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts, and certifies that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation for the Services required herein under any City of Fort Lauderdale program or activity.

CITY is the subrecipient and the Broward Metropolitan Planning Organization (BMPO) is the recipient of federal funds. The BMPO developed a Disadvantaged Business Enterprise ("DBE") Program with an overall **goal of 7% DBE participation**, and submitted the DBE Program to the Federal Transit Administration ("FTA") for approval. To meet the DBE participation goal, an equivalent percentage of the contracted labor must be performed by DBE's as prime Consultants or through subcontract and/or joint venture projects. For more information on the BMPO DBE Program and how the BMPO calculates its DBE Program goal, please refer to the BMPO Disadvantaged Business Enterprise Program document located on the BMPO web site at: <http://www.browardmpo.org>.

A.The City of Fort Lauderdale and BMPO are required to track and report DBE contracting activities and payments to the FTA. CONSULTANT shall agree to assist the BMPO in the completion of any documents required to be submitted to the FTA for compliance with the DBE program. CONSULTANT shall complete and submit the Anticipated DBE Participation Statement and a Bid Opportunity List.

B.The City of Fort Lauderdale and BMPO shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The City of Fort Lauderdale and BMPO shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT assisted contract. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Fort Lauderdale deems appropriate. Each subcontract the CONSULTANT signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C.CONSULTANT is required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:

- 1) The names and addresses of DBE firms that will participate in this contract;
- 2) A description of the work each DBE will perform;
- 3) The percentage of participation for each DBE firm participating;
- 4)Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;
- 5) Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and
- 6) If the contract goal is not met, evidence of good faith efforts to do so.

CONSULTANT must present the information required above prior to contract award (see 49 CFR 26.53(3)).

A. CONSULTANT is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from CITY. In addition, the consultant may not hold retainage from its subconsultants. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CITY. This clause applies to both DBE and non-DBE subcontracts.

B. CONSULTANT must promptly notify CITY, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of CITY.

11.6 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONSULTANT or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida Statutes, may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subconsultant, or CONSULTANT under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.7 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.

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 be comparable to the best local and national professional standards.

11.8 INDEMNIFICATION OF CITY

11.8.1 CONSULTANT shall indemnify and hold harmless CITY, its officers, elected officials, and employees from any and all liabilities, damages, losses, penalties, fines, judgments, and costs, including, but not limited to, attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this selection shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.8.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.8.3 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.9 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 the CONSULTANT's 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 from insurers authorized to write insurance policies in the State of

Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the CITY's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the CITY, and these coverages, limits, and endorsements may not 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 exposure, 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 and the City's officers, employees, and volunteers are to be covered as additional insureds 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 or the CITY's officers, employees, and volunteers.

Business Automobile Liability

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

If the 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.

Professional Liability and/or Errors and Omissions

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

CONSULTANT must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the CITY.

Workers' Compensation and Employer's Liability

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

The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the CITY and the CITY's officers, 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 thirty (30) 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 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 the payment of 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 applied to the CITY and the CITY's officers, employees, and volunteers. Any insurance or self-insurance maintained by the CITY covering the CITY, the CITY's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this Agreement shall be 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.

11.10 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 \$100.00. 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 \$100.00 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 \$100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 REPRESENTATIVE OF CITY AND CONSULTANT

11.11.1 Contract Administrator or his or her designee is the CITY's representative regarding this Agreement. The parties, however, 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.

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

11.12 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.

11.13 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their 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 proposed new key staff. Contractor 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.

11.14 SUBCONSULTANTS

11.14.1 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 subconsultants proceeding with any work.

11.14.2 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 Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

11.15 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.

11.16 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, without prior written approval by both parties to this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or currently 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 subconsultant, by written contract, from having any conflicts as within the meaning of this section.

11.18 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 Commission 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.

11.19 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.

11.20 COMPLIANCE WITH LAWS

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

11.21 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.

11.22 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.

11.23 PRIORITY OF PROVISIONS

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

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

11.25 EXHIBITS

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

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, and with each one treated as an original.

11.27 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: City Engineer
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301
 Telephone: (954) 828-5772

With Copy to: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301
 Telephone: (954) 828-5013

 Alain Boileau, City Attorney
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301
 Telephone: (954) 828-5940

CONSULTANT:

11.28 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.

11.29 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.

11.30 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.

11.31 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT, the Scope of Services, Phases, 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.

11.32 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.

11.33 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. 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 (2018), 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 (2018), 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 (2018), as may be amended or revised.

11.34 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 N. 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 (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the contract term and following completion of this contract if the CONSULTANT 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 CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of this Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

11.35 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.

11.36 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.

11.37 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

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

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor

(Witness print/type name)

By _____
City Manager

(Witness print/type name)

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

CONSULTANT

WITNESSES:

(CONSULTANT)

By _____

(Witness type/print name)

ATTEST:

(Witness type/print name)

By _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ as _____ respectively, _____. He/She is personally known to me or have produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)_____
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT A**OVERVIEW / INTRODUCTION AND BACKGROUND:****SCOPE OF SERVICES**

Duties may include, but not necessarily be limited to:

CONSULTANT's Requirements, Responsibilities & Services**Pre-Construction Phase (If applicable)****Construction Phase - Administration of the Construction Contract (If applicable)****Post Construction phase (If applicable)**

-- END OF SECTION --

Exhibit A (Cont.)

FUNCTIONAL REQUIREMENTS:

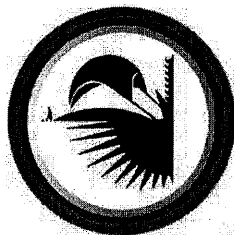
Exhibit B – Cost Schedule

EXHIBIT “B” (Cont)

HOURLY BILLING RATES FOR TASK ORDERS

Exhibit C

Reimbursable unit prices



FINANCE DEPARTMENT

RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 02/11/2019

TIME: 11:00

☒ AM ☐ PM

OPENING DATE: 2/22/19

James Hemphill

PROCUREMENT CONTACT:

RFP#: 12247-996

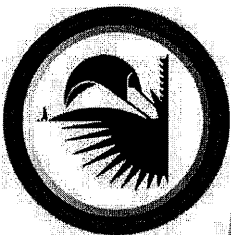
RFP TITLE: Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale FL.

NAME	COMPANY	PHONE	EMAIL
ARMAN DE LA ESPERILLA	KITTELSON & ASSOCIATES	954-828-1730	felicespiella@kittelson.com
Jessica Josselyn	"	"	jjoessel@kittelson.com
Nanea Marcial	The Valerin Group	305-213-7253	nanea@valerin-group.com
Jack Schnettler	ATKINS	305-514-3369	jack.schnettler@atkinsglobal.com
Stephanie Ruane	KEITH	954-788-3400	SRUWELL@KEITHTEAM.COM
Brian Storee	Miller Legg	954-436-7000	bshore@millerlegg.com
Kathie Brennan	Miller Legg	954-628-3688	kbrennan@millerlegg.com
Lita Sosa-Zahn	Architectural Studio LLC	954-271-2770	Lita@sosarchitect.com
Scarlet Hammons AICP	The Corradino Group	786-514-0755	shammons@corradino.com
PIETE DUNNE	EDSA	954-524-3330	pdunne@edsa-plan.com
Nannette Rodriguez	Quest Corp (QCA)	954-483-0406	nannette.rodriguez@qcausa.com
Hal Barabes	City-Neighbor Support	954-828-5065	hbarabes@cityneighborale.com
JOE KENNEY	CITY-ENGINEERING	954/328-5848	jkenney@fortlauderdale.gov
PAUL WEINBERG	KEITH	9 708-3400	pweinberg@KEITHTEAM.COM



Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale FL.

Bid 12247-996



FINANCE DEPARTMENT

RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 02/11/2019

TIME: 11:00



AM



PM

OPENING DATE: 2/22/19

PROCUREMENT CONTACT: James Hemphill

RFP#: 12247-996

RFP TITLE: Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale Fl.

NAME	COMPANY	PHONE	EMAIL
Robert Modys	TAM	954-828-4711	RobertModys@fortlauderdale.gov
Karen Warfel	TAM	954-828-3798	KWarfel@fortlauderdale.gov
Anthony Fajardo	DSD	954-828-5984	afajardo@fortlauderdale.gov
Juan Calderon	Caltron Corp	726-456-7700	calderon@caltroncorp.com
CHRISTINE W. FANCHI	CITY OF FTL-TAM	954-828-5226	cfanchi@fortlauderdale.gov
WT Bowmen	Trinkle Oliver	813-224-8862	wbowmen@trinkleoliver.com
Jesse Lockwood	Parkwest Will	305-569-1333	Jesse.Lockwood@parkwestwill.com
Xavier Falconi	Maerlin	561-229-0239	xfalconi@maerlin-engine.com
James Hemphill	City of Fort Lauderdale	954-828-5143	Jhemphill@fortlauderdale.gov
VIA PHONE			
marion m. fish	Kimly hard	954-535-5700	
Stewart Robertson	Kimly hard		
Michael King			

Question and Answers for Bid #12247-996 - Conceptual Streetscape Design for Las Olas Boulevard, Fort Lauderdale FL.

Overall Bid Questions

Question 1

Is there an established budget for this project? (Submitted: Jan 18, 2019 5:46:34 PM EST)

Answer

- No (Answered: Jan 25, 2019 12:07:38 PM EST)

Question 2

What's the M/WBE participation expected target? (Submitted: Jan 22, 2019 10:38:17 AM EST)

Answer

- Endeavor to meet the minority business enterprise procurement goals under s. 287.09451. (Answered: Jan 25, 2019 12:07:38 PM EST)

Question 3

Does the reference of 'conceptual plans' as a deliverable mean 30% design plans? (Submitted: Jan 22, 2019 11:12:49 AM EST)

Answer

- No. Plans are intended to be conceptual in nature based on existing right-of-way. Additional phases will continue the design process up to and beyond 30%. (Answered: Jan 31, 2019 5:01:13 PM EST)

Question 4

Does a new topographical survey need to be completed for the entire study area? The RFQ mentions for Task 2.0 (Data Collection) about providing Lidar data, will this be provided by the City for the entire corridor? (Submitted: Jan 22, 2019 11:21:45 AM EST)

Answer

- No. A new topographical survey will be needed for the entire study area as the plans are conceptual in nature. The City will provide Lidar data for the entire corridor to inform the conceptual design (Answered: Jan 31, 2019 5:01:13 PM EST)

Question 5

Where firms are a sub-consultant to a team, are they also allowed to submit as a Prime? (Submitted: Jan 22, 2019 11:25:11 AM EST)

Answer

- Yes (Answered: Jan 25, 2019 12:07:38 PM EST)

Question 6

Will the consultant selected for this conceptual streetscape design phase be precluded from pursuing future design phases? (Submitted: Jan 24, 2019 10:56:54 AM EST)

Answer

- If a vendor assists in writing specifications, or is paid as a consultant to do so, they shall not be allowed to submit a bid in response to the respective solicitation. Any firm participating in writing or otherwise having an influence on the specifications or the solicitation document(s) will not be considered for award. (Answered: Feb 5, 2019 9:52:41 AM EST)

Question 7

Can a consultant be a sub on more than one team? (Submitted: Jan 24, 2019 4:32:13 PM EST)

Answer

- Yes (Answered: Jan 25, 2019 12:07:38 PM EST)

Question 8

Is there a preference for an engineer to prime the project? (Submitted: Jan 24, 2019 4:32:27 PM EST)

Answer

- No. The RFQ has a strong emphasis on community involvement, consensus building, multimodal traffic management, and aesthetic design. (Answered: Jan 31, 2019 5:01:13 PM EST)

Question 9

Section 2.17 of the RFQ indicates that the City's draft agreement is provided as an attachment. Such attachment was not provided. Is this going to be provided? (Submitted: Jan 25, 2019 10:18:47 AM EST)

Answer

- Yes (Answered: Jan 25, 2019 12:07:38 PM EST)

Question 10

To expand on question 6, if the consultant for this conceptual phase is precluded from pursuing the design phase, does that include subconsultants? Specifically, if we are only a subconsultant on the first phase, can we submit as prime on future design phases? (Submitted: Jan 29, 2019 2:11:38 PM EST)

Answer

- Yes, it includes sub-consultants. If a vendor assists in writing specifications, or is paid as a consultant to do so, they shall not be allowed to submit a bid in response to the respective solicitation. Any firm participating in writing or otherwise having an influence on the specifications or the solicitation document(s) will not be considered for award. (Answered: Feb 5, 2019 9:52:41 AM EST)

Question 11

Section II of the RFP's General Terms and Conditions. The indemnification language in the RFP is not consistent with the indemnification language in Section 11.8 of the City's proposed agreement. Would the City be amenable to modifying the indemnification language in the RFP so that it does not conflict with the City's proposed agreement? (Submitted: Jan 30, 2019 9:55:44 AM EST)

Answer

- The section in the solicitation relates to the SOLICITATION and bidding process, and the contract language relates to the actual performance of the agreement. (Answered: Jan 30, 2019 1:35:34 PM EST)

Question 12

Based on the Sample Agreement provided:

Article 9's Consultant's Responsibilities. The language in this section doesn't appear to apply to the scope of services. Would the City be amenable to deleting this Article in its entirety upon contract award? Alternately, would the following language be acceptable instead?

"When included in Consultant's scope of service, opinions or estimates of probable construction costs are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost." (Submitted: Jan 30, 2019 8:05:51 PM EST)

Answer

- Language will not be deleted or altered. (Answered: Feb 14, 2019 11:15:27 AM EST)

Question 13

Based on the Sample Agreement provided:

Section 11.9 (f)'s Insurance Certificate Requirements. Pursuant to underwriting mandates, design professional's professional liability insurance coverage prohibits additional insured endorsements. Accordingly, would the City be amenable to modifying this language as follows upon contract award?
"The CITY shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability." (Submitted: Jan 30, 2019 8:06:53 PM EST)

Answer

- This will be corrected to require additional Insured for only General liability. (Answered: Feb 10, 2019 9:19:10 AM EST)

Question 14

Where does the SOQ form go? Tab 2 or along with the required forms in Section 4.2.9 at the end? (Submitted: Jan 31, 2019 3:20:21 PM EST)

Answer

- In required forms in Section 4.2.9 at the end (item a.) (Answered: Jan 31, 2019 5:05:41 PM EST)

Question 15

Can you please clarify what goes in Section 4?

Resumes (either SF 330 Section E or 2-page resumes)? If we can use the SF330 Section E Resume forms, do they also need to be including in Tab 3? (Submitted: Jan 31, 2019 3:21:05 PM EST)

Answer

- No duplications please. (Answered: Jan 31, 2019 5:05:41 PM EST)

Question 16

Do the sub consultants need to complete the forms?

-Statement of Qualification Certification

-Non-Collusion Statement

-Contract Payment Method

-Contractor Certification of Compliance with Non-Discrimination Provisions of the Contract

-Insurance Certificate (Submitted: Jan 31, 2019 3:21:37 PM EST)

Answer

- No (Answered: Jan 31, 2019 5:01:13 PM EST)

Question 17

Is the Standard Form 330 Package inclusive of the sections below? And are all of these sections a part of the "Qualification of the Firm" Section?

Part I (Section A-D)

Section E, resumes

Section F, projects

Section G, matrix

Section H, additional information

Part II (Submitted: Feb 1, 2019 11:57:00 AM EST)

Answer

- The submittal requirements are as specified. If that information can be supplied via the 330 it is fine with the City, As long as all submittal requirements are included. (Answered: Feb 5, 2019 9:52:41 AM EST)

Question 18

As a follow-up to your answer to question 10--Can we please get a more definitive answer? Specifically, would a civil engineering firm acting a subconsultant to provide traffic and minimal civil engineering services to support the prime consultant who is developing the concept plans be precluded from pursuing the next phase of the project? Thanks for your prompt response since the deadline for submittal is approaching quickly!

(Submitted: Feb 5, 2019 4:57:14 PM EST)

Answer

- Any SUBCONSULTANT participating in writing or otherwise having an influence on the specifications or the solicitation document(s) will not be considered for award. (Answered: Feb 5, 2019 5:59:16 PM EST)

Question 19

Will there be a way to attend the pre-bid virtually, as in a webinar or conference call?

Will the pre-bid presentation be made available?

Will the list of attendees at the pre-bid be made available?

thank you. (Submitted: Feb 5, 2019 9:35:11 PM EST)

Answer

- The City will attempt to provide remote access to the meeting via a WebEx.

However, please be advised that, we cannot guarantee the quality and accessibility of the equipment. We will attempt to do this as a convenience, but bear no responsibility.

There is no official 'presentation' that I am aware of at this time. These are normally just conversations and possible clarifications. The list of live attendees will be made available. The information to participate is below:

Hello,

City of Fort Lauderdale invites you to join this Webex meeting.

James Hemphill

Monday, February 11, 2019

11:00 am | Eastern Standard Time (New York, GMT-05:00) |

Meeting number (access code): 621 519 904

Join from a video system or application

Dial 621519904@cof.my.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-510-338-9438 USA Toll (Answered: Feb 6, 2019 12:24:23 PM EST)

Question 20

Is there dial-in information for those joining remotely? (Submitted: Feb 6, 2019 10:06:56 AM EST)

Answer

- See response to question 19 (Answered: Feb 7, 2019 2:20:31 PM EST)

Question 21

As stated in the RFP, it is recommended to have the complete standard Form 330 (which includes the SF 330 resumes) in section 3. However, in section 4 it is also stating that there should be resumes present. Is it acceptable if we put "Refer to section 3 for resumes" in section 4 instead of putting duplicate resumes in section 3 and section 4? (Submitted: Feb 6, 2019 1:30:48 PM EST)

Answer

- Yes (Answered: Feb 7, 2019 2:20:31 PM EST)

Question 22

Does the city contract number need to appear on the Certificate of Insurance? Pg 6 (2.15.4) says BINDERS UNACCEPTABLE. However, pg 18 (e.) indicates Sample Insurance Certificate. Can we submit a generic insurance certificate as long as it meets the insurance requirements? (Submitted: Feb 7, 2019 5:38:34 PM EST)

Answer

- Yes, the request is for proof of insurance, not the actual insurance cert. that will be required of the recommended awardee. (Answered: Feb 10, 2019 9:15:34 AM EST)

Question 23

Are staff professional license copies required? (Submitted: Feb 8, 2019 9:32:34 AM EST)

Answer

- Yes (Answered: Feb 10, 2019 9:19:10 AM EST)

Question 24

Regarding the original proposal. Are the "Required forms" the only documents that need original signatures. (Submitted: Feb 11, 2019 2:29:46 PM EST)

Answer

- We request that any required signatures be original. (Answered: Feb 13, 2019 11:41:08 AM EST)

Question 25

Could you please clarify the City's expectation for specifications as part of this assignment? It was our understanding that the City is requesting a high-level vision plan and that no specifications would be required or requested, therefore no consultants or sub-consultants would be excluded from pursuing later phases of design and construction of this project. Please confirm or further explain the City's position regarding this assumption. (Submitted: Feb 12, 2019 11:19:31 AM EST)

Answer

- Any proposer / sub awarded this project will be excluded from consideration for award for the other phases. (Answered: Feb 14, 2019 11:15:27 AM EST)