

Solicitation 12483-216

Owner's Representative Services for Fiveash Water Treatment Plant Replacement

Bid Designation: Public



City of Fort Lauderdale

Bid 12483-216**Owner's Representative Services for Fiveash Water Treatment Plant Replacement**

Bid Number	12483-216
Bid Title	Owner's Representative Services for Fiveash Water Treatment Plant Replacement
Bid Start Date	Jan 8, 2021 9:02:39 AM EST
Bid End Date	Feb 10, 2021 2:00:00 PM EST
Question & Answer End Date	Feb 3, 2021 5:00:00 PM EST
Bid Contact	Jim Hemphill Sr. Procurement Specialist Procurement Department 954-828-5143 jhemphill@fortlauderdale.gov
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	120 days
Bid Comments	The City of Fort Lauderdale, Florida ("City") is seeking a firm(s) with demonstrated skills, qualifications and expertise to provide Owner's Representative Services for the Fiveash Water Treatment Plant Replacement Project ("Project"). The services are including, but not limited to, evaluation, selection of best treatment alternative and recommendation of project delivery methods, design management, architectural and engineering construction management consulting services, technical assistance and consulting services and project management services as further described in Section III – Scope of Services. Consultants ("Consultants") interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV – Submittal Requirements. Added on Feb 9, 2021: Draft Contract has been added to the Documents page

Item Response Form

Item	12483-216--01-01 - Owners Representative Services for Fiveash Water Treatment Plant Replacement
Quantity	1 project
Prices are not requested for this item.	
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>
	Qty 1

Description

Consultants ("Consultants") interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with requirements as indicated.

Submit your proposals electronically via BIDSYNC.COM.
Do not submit pricing, pricing will be negotiated with the 1st ranked proposer.

Request for Qualifications

RFQ # 12483-216

OWNER'S REPRESENTATIVE SERVICES - FIVEASH WATER TREATMENT PLANT REPLACEMENT PROJECT

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

City of Fort Lauderdale



**Mr. Steve Hillberg
Project Manager**

**Mr. James Hemphill
Asst. Procurement and Contracts Manager
Telephone: (954) 828-5143 E-mail: Jhemphill@fortlauderdale.gov**

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida ("City") is seeking a firm(s) with demonstrated skills, qualifications and expertise to provide Owner's Representative Services for the Fiveash Water Treatment Plant Replacement Project ("Project"). The services are including, but not limited to, evaluation, selection of best treatment alternative and recommendation of project delivery methods, design management, architectural and engineering construction management consulting services, technical assistance and consulting services and project management services as further described in Section III – Scope of Services. Consultants ("Consultants") interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV – Submittal Requirements.

1.2 BidSync

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

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

1.3 Electronic Bid Openings

Solicitation will be opened electronically via WWW.BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNCCOM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "virtual opening" by using the following information:

Join ZoomGov Meeting

<https://fortlauderdale.zoomgov.com/j/16009880128?pwd=T0hNNGVFaDhnOThjZVNpMWw1FdTVOQT09>

Meeting ID: 160 0988 0128

Password: 244091

Mobile Phone One-tap Dial:

+16692545252,,16009880128# US (San Jose) 16468287666,,16009880128# US
+(New York)

Dial by your location

+1 669 254 5252 US (San Jose)
+1 646 828 7666 US (New York)
+1 551 285 1373 US

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

+1 669 216 1590 US (San Jose)
Meeting ID: 160 0988 0128

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: James Hemphill – Assistant 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 (Q&A) platform.

For information concerning technical specifications, please utilize the Q&A platform provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site).

Proposers please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. 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, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFQ.

1.5 Debarred or Suspended Bidders or Proposers

The 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.

1.6 Prohibition Against Contracting with Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Proposer 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 (2020), 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 (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the awarded Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), 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 (2020), or is engaged in a boycott

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

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.

END OF SECTION

SECTION II – GENERAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

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

2.2 Changes and Alterations

The Proposer may change or withdraw a SOQ at any time prior to the 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 Proposers in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes

The Proposer shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the Proposer 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 Proposer 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 the Proposer 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 Proposer.

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.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

2.7 Responsibility

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

2.8 Minimum Qualifications

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

2.8.1. The Proposer is required to have at least five years of experience providing architectural and engineering design, permitting and construction management consulting services, in the state of Florida for similar projects.

2.8.2. The Proposer must have performed owner's representative services and as a design-build team member on a similar project to this Project (i.e., new water treatment plant design and construction projects with individual project values of at least \$100 million) in the last five years.

2.8.3. Experience providing construction management consulting services for projects delivered through delivery methods such as Design Build, Construction Manager at Risk, Public-Private Partnerships ("P3s") and Traditional Design, Bid and Build is required.

2.8.4. Proposers must have experience and expertise in permitting and processes for this type of project.

2.8.5. Proposers may not be engaged in work for other clients that pose or create a conflict of interest in representation of other clients' water supply planning objectives, at the City's sole discretion.

2.8.6. Proposers must possess sufficient licenses, certifications, financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract.

2.8.7. 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.

2.8.8. 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 DFCDG9FG PLEASE NOTE: Any firm 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 Protest Procedure

2.10.1 Any firm who is not recommended for award of a contract and who alleges a failure 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

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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>.

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

2.11 Public Entity Crimes

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

2.12 Sub-Consultants

2.12.1 A Sub-Consultant is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through the Proposer'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. The Proposer 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 the successful Proposer(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful Proposer 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 Proposer nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

2.12.2 Proposers shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the successful Proposer(s), the Proposer shall provide a list confirming all the Sub-Consultant(s) that the successful Proposer 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 the Proposer.

2.13 Local Business Preference – N/A

2.14 Insurance Requirements

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Proposer. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, 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 Proposer does not own vehicles, the Proposer 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 \$1,000,000 each claim and \$2,000,000 aggregate.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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

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

The Certificate Holder should read as follows:

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

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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

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

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

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

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

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

It is the Proposer's responsibility to ensure that any and all of the Proposer'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 Proposer.

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

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

2.15

Insurance - Sub-Contractors

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

2.16

Award of Contract

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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 Proposer(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 Proposer as is in the City's best interest.

2.17 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.

2.18 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.19 Payment Method

The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Proposer will receive payment from the purchasing card in the same manner as other credit card purchases.

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

2.20

Prohibition Against Contingent Fees

The Proposer 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 Proposer 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 Proposer 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.

Indemnity/Hold Harmless Agreement

- 2.21** The Proposer 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 the Proposer 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.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

2.22 Canadian Companies

In the event the Proposer 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 Proposer. The Proposer waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.23 Instructions

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. Proposers 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. Proposer's notes and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

2.24 Discrepancies, Errors and Omissions

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

2.25 Future Project-Related Work Restriction

The Successful Proposer cannot be awarded a design or consulting contract by City, Private Entity, or construction contract for this same project. The Proposer, its subsidiaries or affiliates shall not bid upon or otherwise attempt to perform any other work associated with the Project. The Successful Proposer shall require in its contracts with its sub-consultants that they and their subsidiaries or affiliates shall not bid upon or otherwise attempt to perform any work associated with the Project other than the services described in their written agreement.

END OF SECTION

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

SECTION III - SCOPE OF SERVICES

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
Owner's Representative Services
Fiveash Water Treatment Plant Replacement Project**

PURPOSE

The City of Fort Lauderdale (City) is requesting proposals from qualified firm(s) to provide Owner's Representative Services for the Fiveash Water Treatment Plant Replacement Project. The Scope of Services outlines the list of services that are required, as requested by the City which will be authorized by a contract for project commencement. The Scope of Services list shall not be construed as an exclusive list of activities that the Successful Proposer(s) may be engaged in. The City shall have the right, in its sole and absolute discretion, to request additional services that are consistent with the Scope of Services and activities that are typical in this type of work. The Proposer(s) shall be experienced, qualified and have the ability to deliver successfully the described project. A minimum of five (5) years' experience is required in this field of work.

Generally, the Owner's Representative will assist the City in evaluating and selecting the best treatment and project delivery alternative for the construction of a new water treatment plant to replace the existing Fiveash Water Treatment Plant from project conception through the warranty period, including decommissioning the Fiveash Water Treatment Plant. The selected Proposer will develop work plans, schedules and budgets, coordinate project design, provide bidding assistance, contract negotiation support, contract management support, perform full construction administration, provide value engineering as required, develop critical path project schedules and monitor for adherence to schedules, develop quality assurance and quality control programs, monitor and approve payment requisitions from project delivery stakeholders, monitor project budget funding, prepare financial reports and projections as required, provide progress reports and status information, attend and address meetings with City officials, neighborhood groups and private citizens concerning the Project, maintain conventional and electronic files (project management information system) of all documentation and correspondence relating to the projects in an orderly system which will conform to the City's filing system and be available to the City throughout the Project.

Interested Proposers shall have all required resources and demonstrate multi-discipline experience in financing, project delivery methods, treatment technologies, design, construction management and related expertise based on the successful completion of several projects of similar size and complexity for other governmental and/or private entities. Should legal issues arise relating to the Project after completion, the selected Proposer will provide records, depositions and testimony about the Project, if necessary, on a supplementary fee basis.

A summary of the work proposed for implementation for the project is presented below. A statement of desired qualifications for the Proposer is presented in the final section, along with the evaluation criteria.

PROJECT BACKGROUND

The Fiveash Water Treatment Plant ("Fiveash WTP") is one of the two water treatment plants currently operated by the City of Fort Lauderdale. It is the City's largest water treatment plant (lime softening based)

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

with a reported effective capacity of approximately 55-60 million gallons per day (MGD) and supplies potable water to approximately three quarters of the City's service area. The initial infrastructure associated with this facility was constructed in 1954. Although the treated water meets all the primary drinking water standards, the common complaint is related to the level of color in the water produced by the plant which is not acceptable to the community. The source of raw water is the Biscayne Aquifer.

The Peele-Dixie Water Treatment Plant has been providing drinking water to Fort Lauderdale neighbors for close to a century. In the 1920s, a land boom attracted many new residents to Fort Lauderdale, creating an increased need for safe, clean drinking water. A site safe from saltwater intrusion was found west of the City, and in 1926, the Dixie Water Plant opened. Its capacity then was six million gallons of water a day. In 2008, the Peele Dixie water plant went through a major change. A new state of the art nano-filtration water treatment plant was built on the south side of the original lime softening treatment plant. This plant replaced the old lime softening water treatment plant that was in service for 82 years.

The "Membrane" Peele-Dixie Water Treatment Plant was completed in April 2008 to complement Fiveash, the existing lime softening treatment plant. The design capacity is 12 MGD with four membrane system trains (skids) that produce three MGD each. The entire system, from the well field to the concentrate injection well, is a closed system. The raw water well field consists of eight new Biscayne wells located a few miles away at the Fort Lauderdale Country Club. The plant is designed to recover 85% water as permeate. The remaining 15% concentrate water is disposed of by injection into an approximately 3,000-foot deep injection well.

The City's 2017 Comprehensive Utility Strategic Master Plan (CUSMP), commonly referred to as the Reiss Report, (Electronically available at: https://ftlweb04app.azurewebsites.us/documents/pw/eng/mp/Utility_Strategic_Master_Plan_2017.pdf) noted that consideration should be given to replacing the Fiveash facility with a new facility equipped with the latest treatment and equipment technologies.

In 2019, the City tasked Carollo Engineers, Inc. to provide options for the Plant's future operation or replacement. In December 2019, Carollo issued its final report (Electronically available at: <https://www.fortlauderdale.gov/home/showdocument?id=43048>) and concluded that the Fiveash plant is no longer suitable to meet the City's long-term potable water needs and recommended replacement with a new facility at the City's Prospect Wellfield. The Prospect Wellfield is located north of Prospect Road adjacent to the Florida Turnpike and State Road 7. The wellfield site consists primarily of open space, drainage lakes, Fiveash WTP sludge storage and drying areas, and miscellaneous vegetation. Some residential uses are in the northeast corner of the site and a Florida Department of Transportation (FDOT) facility exists in the north-central area. There are 29 wells which serve the Fiveash WTP scattered throughout the site. All wells are active, but six are used predominantly because of higher color in the raw water from the other wells.

The new water treatment plant is envisioned to produce up to 54 MGD as maximum daily demand utilizing a water treatment process consisting of a combination of nanofiltration and ion exchange to produce potable water meeting the finished water quality goals identified in the 2019 report produced by Carollo Engineers, Inc. The Owner's Representative shall evaluate the referenced recommendation independently and confirm if this would align with City's long-term goals, including operations and maintenance. Otherwise, the Owner's Representative shall recommend the best alternative.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

SCOPE OF SERVICES

The Owner's Representative will serve as the extension of City staff and act as the City's representative and liaison between a Private Entity, selected to build the treatment plant, the Design Team, Construction Contractor, regulatory agencies and other stakeholders throughout the Project. The Owner's Representative, in general, will coordinate all Project matters during the planning, design, construction, commissioning, switchover, decommissioning and close-out phases. The Owner's Representative will be responsible for aligning the Project with the City's strategic goals and objectives and overseeing the successful delivery of the Project. However, the Owner's Representative will not replace the Private Entity, Design Professional(s) or Consultant.

The Owner's Representative will assist the City, Private Entity (PE), Construction Manager at Risk (CMAR) or Design-Build (DB) Team with advancing the design, procurement and construction of the new water treatment plant. The Owner's Representative will work with a team of City staff, PE, CMAR or DB Team to execute the Project on time and within budget. The selected Owner's Representative must demonstrate the ability to advocate for the City while maintaining professional relationships with stakeholders during the Project.

Scope of Services is divided into two (2) Phases:

- Phase 1: Program/Project Development
- Phase 2: Project/Construction Management, Commissioning of Treatment Plant, Closeout and Warranty

It is the intent of the City to select one single Owner's Representative for Phase 1 and Phase 2, both. However, the City reserves the right to select a different Owner's Representative for Phase 2 services if it is determined to be in the best interest of the City. The tasks described in Phase 1 and Phase 2 are general in nature and do not cover every detail of various activities required for the successful completion of the Project. The Proposers shall evaluate the resources that will be required before responding to this Proposal. Specific work includes, but is not limited to:

Phase 1: Program / Project Development Services

- 1.1 Consult with City to determine goals, objectives, constraints and requirements of the Project.
- 1.2 Review and analyze the history, site and treatment plant conditions, various reports, findings, analyses, related documents, and recommend the best treatment methodology, taking into account the age and condition of existing transmission and distribution infrastructure and its ability to support the proposed new construction.
- 1.3 Develop life-cycle cost estimates for water treatment plant replacement options proposed for consideration, that include multi-year operating and maintenance costs.
- 1.4 Provide technical support related to the water treatment replacement project evaluation and selection, support the project master plan development and phasing. Develop project milestones and critical path schedule for commissioning of the new treatment plant prior to November 2024.
- 1.5 Evaluate various treatment technologies, project delivery alternatives and recommend selection of the most appropriate collaborative project delivery method based upon the City's stated Project objectives, permitting and other constraints, specifically environmental.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

- 1.6** Assist the City in the development of solicitation documents for selection of either a hybrid form of public-private partnership, Construction Manager At-Risk (CMAR), Design-Build team (DB) or Progressive Design-Build PDB).
- 1.7** Develop project budgets and schedules, prepare detailed cost estimates, forecast expenditures, and track project schedules that are accurate and reasonable.
- 1.8** Coordinate with City's Finance/Budget staff on timing of overall financing for the project and draw schedules.
- 1.9** Assist in the procurement of services for the planning, design, and construction of the Project and related infrastructure. Develop agreements, review solicitation responses and recommend award.
- 1.10** Develop and maintain suitable performance standards, milestones and critical path schedules.
- 1.11** Serve as the City's representative for design, permitting, construction phase, commissioning of the new facility, decommissioning of the existing facility, project close out and warranty services through the duration of the Project Lifecycle.
- 1.12** Conduct design coordination meetings with City stakeholders and Project Team, including state and county, federal permitting agencies.
- 1.13** Develop design criteria package or other project details based on the final treatment methodology selected by the City.
- 1.14** Prepare the list of required permits and assist City in documenting permit requirements.
- 1.15** Provide reviews and assist the City in negotiating performance guarantees and determine testing protocols to be included in the final Guaranteed Maximum Price (GMP) contract.
- 1.16** Provide independent engineering project cost estimating, evaluate and validate design-build costs proposals, and assist in negotiating the GMP.
- 1.17** Develop, institute and maintain quality assurance and quality control programs to ensure the project holds high quality, is on-time, and costs stay within the project budget.
- 1.18** Provide public outreach content and coordinate distribution of information to various stakeholders with City's Strategic Communication Team.
- 1.19** Coordinate, conduct, record and assist the City at all Project meetings and prepare minutes as needed. Provide monthly progress reports to the City and other stakeholders covering important Project information.
- 1.20** Establish and maintain a document management and project management information system for all documents related to the Project.

NOTE: The selected proposer's drawings, specifications, designs, models, photographs, reports, surveys, and other data submitted by proposer provided in connection with phase I shall remain the property of the City. All finished or unfinished documents, data, studies, surveys,

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

drawings, maps, models, photographs, and reports prepared by selected proposer shall become the property of the City and shall be delivered to the City regardless if selected proposer is selected or not selected as the consultant for Phase II of this project.

Phase 2: Project / Construction Management, Commissioning of Treatment Plant, Closeout and Warranty

- 2.1 Perform constructability reviews as soon as the design has developed to sufficient detail.
- 2.2 Identify areas of the Project that may be adequately value-engineered to produce savings in the construction cost without affecting overall operations and maintenance costs.
- 2.3 Provide construction, engineering, inspection and management services and administer, monitor and inspect the construction such that the Project is constructed within conformance of contract documents and building codes.
- 2.4 Review and approve invoices and payment applications for the project and provide confirmation that the requests are accurate and in accordance with the project delivery plan.
- 2.5 Review and recommend for approval, change orders according to the City's policies
- 2.6 Review and maintain construction project schedules and contract administration files.
- 2.7 Lead pre-construction, pre-activity and progress meetings. Provide meeting minutes within timely manner to stakeholders.
- 2.8 Inform the City's Contract Administrator of all significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the Contractor, and the correction actions or steps that the Contractor has been directed to perform. Facilitate any claims or warranty requests.
- 2.9 Attend meetings with the City, sub-contractor, neighborhood associations and regulatory agencies when requested, and necessary for consultation or conferences relating to the construction of the Project.
- 2.10 Track project costs to available budget and inform the City if the project cost is expected to exceed allocated project budget.
- 2.11 Provide inspection services to monitor the project to ensure that testing and inspections are done by contractual requirements, compliance standards and applicable building codes.
- 2.12 Provide construction observation summaries and help the City to ensure proper and timely flow of funds.
- 2.13 Review Contractor's Quality Control Plans, site plans, health and safety plans, submittal registers, activity hazard analysis and other plans and submittals required by the project and recommend acceptance or rejection to City's Contract Administrator.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

- 2.14 Develop a Quality Assurance Plan for the approval of the work based on inspection and testing reports for all inspections and tests performed by the Contractor to ensure that results comply with contract documents, permits, and building codes.
- 2.15 Coordinate with the City to facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received.
- Assist the City in resolving claims and disputes
 - Verify that as-built documents are updated
 - Prepare Daily an Inspector's Daily Report or Daily Report of Construction and a Quantity book
 - Monitor and inspect Contractor's conformance to the approved Maintenance of Traffic (MOT) plan, and other required permits and regulations including the Trench Safety Act and Occupational Safety and Health Administration requirements.
 - Prepare a punch list and provide to the City's Contract Administrator
 - Track the certification of the project and closeout of all the project permits
 - Participate in the final inspection of the project. Verify all work is complete and in conformance with the Contract Documents.
- 2.16 Monitor the Contractor's on-site construction activities and inspect materials delivered, stored and entering into the work in accordance with plans, specifications and provisions of the Construction Contract to ensure Project is constructed in conformance with such documents.
- 2.17 Perform sampling and testing of component materials and completed work in accordance with the contract documents and building codes.
- 2.18 Review and comment on the commissioning plan and acceptance testing activities as well as assist during the acceptance testing and post-construction phase.
- 2.19 Assist the City in preparation of a decommissioning plan for the existing Fiveash Water Treatment Plant and monitor its implementation.
- 2.20 Prepare and maintain a log of spare parts and materials to be provided by the Contractor and track the City's acceptance of the items. Assist in financial asset documentation for the City. Catalog and store all cutsheets, equipment manuals, and manufacturer documentation of any equipment and materials used in project.
- 2.21 Develop a detailed program of closeout activities in compliance with the contract documents.
- 2.22 Verify substantial completion and final inspections.
- 2.23 Prepare and maintain a log of warranties submitted by the Contractor and prepare a schedule of required maintenance tasks necessary to meet the terms of the warranties.
- 2.24 Track and review Operations and Maintenance Manuals submitted by the Contractor for completeness, clarity, accuracy, applicability and compliance with regulations.
- 2.25 Familiarize, coordinate and lead the efforts to train the employees for operations and maintenance of the entire plant. Develop operating procedures.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

- 2.26 Update the Operational and Maintenance cost estimates for the project and explain differences from the baseline cost estimates.
- 2.27 Monitor the creation of Record Drawings, as-builts GIS maps, and final project deliverable sketches. Review described documents for quality and accuracy and coordinate City for CAD reviews.
- 2.28 Conduct post construction claims review.
- 2.29 Perform all related activities project management and construction administration activities.

END OF SECTION

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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

The Proposer 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 Proposer does not transfer the records to the City.
 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Proposer or keep and maintain public records required by the City to perform the service. If the Proposer transfers all public records to the City upon completion of this Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of this Contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Statement of Qualification

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

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

by the respondent in the proposal to specific requirements stated herein or through the RFQ.

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

4.2.1 Table of Contents

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

4.2.2 Letter of Interest

Each Proposer must submit a letter as an executive summary that introduces the business entity, its background, main office(s), and office location that will service this contract. Indicate business structure, IE: Corp., Partnership, LLC. Proposer 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 Proposer, including management, technical and support staff; licenses and any other pertinent information shall be submitted. Identify the officers, principals, supervisory staff and team who will be directly involved with the work and their office locations. The letter of Interest should also summarize the key elements of the proposal, why the City of Fort Lauderdale should select your team(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.

4.2.3 Firm Qualifications and Experience

Proposers 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 to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation.

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

4.2.4 Qualifications of the Project Team

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

4.2.5 Approach to Scope of Work

Provide in concise narrative form, an in-depth understanding of the City's project including but not limited to, needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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

This section must include the following:

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

A. Document Management:

- Proposer shall submit a document management plan and discuss how it will facilitate collaboration, inter-operability with other technologies and communication between team members.

B. Schedule: Discuss Management of Master Schedule Integration of other schedules to include Public-Private Partnership (P3) Private Entity or Design Build's schedule.

C. Quality Assurance and Quality Control (QA/QC)

Proposer shall discuss methods of QA/QC and demonstrate how the approach is unique among others and how it minimizes owner's exposure to risk while not inhibiting construction progress.

4.2.5.2 Public Engagement Plan:

Proposers are required to submit with their Proposals a Public Engagement Plan. Each Proposer shall be required to demonstrate and provide a proposed engagement plan which has identifiable community benefits for the community surrounding this Project and the City; benefits may water quality improvements, sustainability and climate resilience. Proposers are encouraged to be creative in the development of the Public Engagement Plan and the types of benefits their plan is designed to provide. The plan should incorporate outreach in a straightforward, easy to digest manner to obtain the input of water utility customers, neighbors,

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

stakeholders, and the overall community through social media, websites, attendance at special events, public meetings, surveys, or other communication methods.

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

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

4.2.5.3 Examples of Completed Projects

This RFQ encourages Proposers to be innovative and provide new designs or ideas which may further enhance or improve this initiative. Proposers must provide documentation in demonstration of your company's previous completed projects and ability to satisfy the needs of this City of Fort Lauderdale initiative.

A. Similar Projects

Proposers shall submit three to five projects of similar size and scope in which they served as both a member of the Design-Build Team and as an Owner's Representative. Consultants must identify:

- Project name, location, owner and owner contact information.
- Project award amount, final project costs, award performance period and actual duration.
- Project Overview. Type of water treatment technology selected, type of delivery vehicle used, and any other pertinent information.

B. Procurement/Project Delivery

- Discuss experience and approach in developing Construction Manager At-Risk, Design-Build, Progressive-Design-Build procurement documents or P3s.
- Demonstrate experience in successful contract negotiations in an owner's representative / advisor capacity.
- Demonstrate understanding and appropriate use of a Guaranteed Maximum Price (GMP)/Design Build (DB) contracts.

C. Estimating and Cost Validation

- Summarize team approach and types of resources used to estimating and cost-validation for each of the following milestones:
 - Programmatic (Concept without schematics)
 - Conceptual (with 10-15% schematic drawings)
 - Design (30%/60%/90%)
 - Complete Design (100%)

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

- Construction Phase (outline logic for establishing contingency)

4.2.6 References

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

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

Note: While Consultants may include City of Fort Lauderdale work or staff as references, the Committee is primarily interested in work experience and references other than City of Fort Lauderdale references in demonstration of his/her capabilities.

4.2.7 Minority/Women (M/WBE) Participation

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

4.2.8 Sub-consultants

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

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. 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.

a. Non-Discrimination Certification Form

- 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.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

- 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.

END OF SECTION

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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. Submittals shall be evaluated based upon the information and references contained in the SOQs as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultants' Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its 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 Proposer(s). 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 Proposers 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 publicly advertised evaluation meetings. The City may request, and the Proposer 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 top ranked proposer(s).

5.1.4 If the City manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked Proposer, negotiations with that Proposer shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

5.2 Evaluation Criteria

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

5.2.2 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible Proposer based on the weighted criteria stated herein. Each evaluation committee member will rank each Proposer 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.

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.3 Weighted Criteria

Criteria	Percentage
Qualification of Project Team: To include personnel used for the project, project manager, subconsultants, Joint ventures, etc.	35
Approach to Scope of Work: Includes Consultants understanding of the scope of Work and approach to accomplish the work; M/WBE participation in Team	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 Proposer 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** It is the intent of the City to select one single Owner's Representative for Phase 1 and Phase 2, both. However, the City reserves the right to select a different Owner's Representative for Phase 2 services if it is determined to be in the best interest of the City.
- 5.3.4** The City Manager shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

END OF SECTION

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

Section VI

Required Forms

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

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: _____

Check box if your firm qualifies for MBE / SBE / 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 BIDS SYNC 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

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

NON-COLLUSION STATEMENT

By signing this offer, the Proposer certifies that this offer is made independently and *free* from collusion. Proposer 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 Proposer.

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

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its Proposers. The City has transitioned from traditional paper checks to credit card payments via MasterCard as part of this program.

This allows you as a Proposer of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card. Accordingly, Proposers must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Proposer. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Company Name

Name (Printed)

Signature

Date

Title

City of Fort Lauderdale
Owner's Representative Services - Fiveash WTP Replacement Project
RFQ # 12483-216

**CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

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

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

The complete non-discrimination provisions may be found on the City's website at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-187NSCCO

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

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

Authorized Signature

Print Name and Title

Date

AGREEMENT

between

City of Fort Lauderdale

and

COMPANY NAME

for

(TITLE)

RFQ No. (RFQ #)

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____day of _____, 2020, by and between:

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

and

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

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of (COMMISSION DATE) authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of (TITLE), RFQ No. (RFQ #), incorporated herein, (the "Agreement"); and

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

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

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

Contractor at the Project.

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

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

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

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

- 1.23 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.24 SPECIFICATIONS: The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2

PREAMBLE

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

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

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: (**TYPE OF ENGINEERING SERVICES**) Engineering Services to (TITLE) as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and

authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

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

ARTICLE 4 GENERAL PROVISIONS

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

ARTICLE 5
PRIORITY OF PROVISIONS

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

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

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

Third priority: This AGREEMENT.

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

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

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

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

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" within the time periods specified in the project schedule indicated in (Please specify where schedule can be found). The Project Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 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 Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 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

7.1.1 Not-To-Exceed Amount Compensation

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

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof 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.

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

7.2 METHOD OF BILLING

7.2.1 Not-To-Exceed Amount Compensation

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

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

7.3 METHOD OF PAYMENT

- 7.3.1 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.
- 7.3.2 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.
- 7.3.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).
- 7.3.4 Payment will be made to CONSULTANT at:

(CONSULTANT ADDRESS)

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT,

such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 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, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 9.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 9.3 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of

ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;

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

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

- 9.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 9.5 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.
- 9.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 9.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 9.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor

based on each Project Schedule of Values and the percentage of work completed.

- 9.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 9.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
- 9.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
- 9.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use

their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

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

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper

use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

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 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

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

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

11.2.4 Termination for Convenience. In the event this Agreement is terminated for

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

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

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

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

11.5 MINORITY PARTICIPATION

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

11.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City,

may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

11.7 SUBCONSULTANTS

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

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

The list of subconsultants submitted is as follows:

(NAME ALL SUB CONSULTANTS HERE)

11.8 ASSIGNMENT AND PERFORMANCE

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

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

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

11.9 INDEMNIFICATION OF CITY

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

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

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

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 \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY's liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended

damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 (In accordance with solicitation)

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

11.14 CONSULTANT'S STAFF

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

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

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

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.

11.17 CONFLICTS

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

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or

prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

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 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 applicable 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 AND WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

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

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 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, 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: (Department director)
City of Fort Lauderdale
address
Fort Lauderdale, FL _____
Telephone: (954) 828-_____

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

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

CONSULTANT: NAME
COMPANY NAME
ADDRESS
STATE AND ZIP
Telephone _____
Email: _____

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 ENVIRONMENTAL, HEALTH AND SAFETY

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

11.31 STANDARD OF CARE

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

11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

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

11.33 EVALUATION

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

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

11.34 STATUTORY COMPLIANCE

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

11.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," 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 (2019), 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 (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), 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 (2019), as may be amended or revised.

11.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301,

**PHONE: 954-828-5002,
PRRCONTRACT@FORTLAUDERDALE.GOV.**

EMAIL:

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if 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 CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Contract, 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.

11.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device,

or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

11.38 RIGHTS IN DOCUMENTS AND WORK

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

11.39 REPRESENTATION OF AUTHORITY

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

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
CHRISTOPHER J LAGERBLOOM
City Manager

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

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

By: _____
RHONDA MONTTOYA HASAN
Assistant City Attorney

WITNESSES:

COMPANY NAME., a _____
 corporation authorized to conduct business in
 the State of Florida,

Print Name

Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence
 or ☐ online notarization, this _____ day of _____, 2020, by (CONTACT) as
 title for (COMPANY NAME), a (TYPE) corporation authorized to conduct business in the
 State of Florida.

 (Signature of Notary Public - State of Florida)

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

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

EXHIBIT A

DRAFT CONTRACT

EXHIBIT “B”

DRAFT CONTRACT

Question and Answers for Bid #12483-216 - Owner's Representative Services for Fiveash Water Treatment Plant Replacement

Overall Bid Questions

Question 1

Can the City provide the names of the firms that are precluded from submitting a response to this solicitation?

(Submitted: Jan 8, 2021 1:52:35 PM EST)

Answer

- no specific names identified at this time (Answered: Jan 12, 2021 8:45:50 AM EST)
- Please be advised that this answer is currently under further review. (Answered: Jan 21, 2021 9:50:35 AM EST)
- Any firm that has assisted in preparing any part of the scope of work, including but not limited to, indicated Master Plans or other documentation that the awarded vendor will be responsible for providing an independent evaluation of; or anything else that the City determines to be a conflict of interest, shall not be considered for award. This includes Prime consultant as well as any proposed sub-consultants. (Answered: Jan 31, 2021 9:14:06 AM EST)

Question 2

What is the estimated value of this contract? (Submitted: Jan 15, 2021 9:26:58 AM EST)

Answer

- Cost may be negotiated based upon the cost of the plant as well as other factors that may be determined by the City. At this time we do not know the exact cost of the plant. (Answered: Jan 26, 2021 8:45:30 AM EST)

Question 3

Are 11x17 pages allowed? (Submitted: Jan 25, 2021 3:30:10 PM EST)

Answer

- Yes (Answered: Jan 26, 2021 8:45:30 AM EST)

Question 4

It is our understanding that the firm Carollo is precluded from this solicitation based on the language within the RFP. Several subconsultants on the team that prepared the report did a de minimis amount of work that has nothing to do with the treatment decisions. Can you specify exactly which firms are precluded from this RFP?

(Submitted: Jan 29, 2021 1:06:42 PM EST)

Answer

- Any firm that has assisted in preparing any part of the scope of work, including but not limited to, indicated Master Plans or other documentation that the awarded vendor will be responsible for providing an independent evaluation of; or anything else that the City determines to be a conflict of interest, shall not be considered for award. This includes Prime consultant as well as any proposed sub-consultants. (Answered: Jan 31, 2021 9:14:06 AM EST)

Question 5

Do the Required Forms in section 4.2.9 of the RFQ count toward the preferred 100-page limit? **(Submitted: Jan 30, 2021 11:02:07 AM EST)**

Answer

- NO **(Answered: Jan 31, 2021 9:14:06 AM EST)**

Question 6

It is likely that this project will require a comprehensive team consisting of a few to many firms comprising a single team. Firms spend tens or hundreds of thousands of dollars making these pursuits and do not later want to find out that they or a team member are precluded from participating or, even worse, opening the door for bid protests once the entire process is completed as that is not in anyone's best interest. Having the City list exactly who is and who is not precluded is critical to these shared interests.

Based on previous responses from the City, it is our understanding that Carollo Engineers will not be able to participate in this RFP. Mention was made about precluding their subconsultants as well. Specifically, are Stantec or Chen Moore and Associates precluded from this RFP? There were other members of the team at the RFP stage that did no work and we would assume they are not precluded, but please confirm they are not precluded.

Additionally, the Carollo report utilized materials from the C-51 Report, the Comprehensive Utility Master Plan and other studies. Can you please confirm those firms and their subconsultants are also precluded or not precluded from this RFP?

Finally, based on the City's delay in naming said firms, can the City please extend the RFP deadline three weeks? **(Submitted: Feb 3, 2021 3:00:48 PM EST)**

Answer

- The City has no control over who does or does not submit a bid protest. Even if the City determines there is not a conflict of interest, a protest can be made that there is in fact a conflict.

It is not the City's intent to exclude vendor participation, only to exclude conflict of interest / disadvantage. These determinations will have to be made on a case by case basis with substantiating evidence of the vendor's claim of lack of conflict if one is perceived.

If your firm knows it has assisted in preparing any part of the scope of work, including but not limited to, indicated Master Plans or other documentation that the awarded vendor will be responsible for providing an independent evaluation of; or anything else that the City determines to be a conflict of interest, and you chose to submit a proposal, You risk the chance of not being considered for award.

According to section 2.3, "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."

Please govern yourself accordingly

There is no plan to extend the opening date at this time. **(Answered: Feb 4, 2021 5:12:45 PM EST)**