

Request for Qualifications

**RFQ EVENT# 320**

**Design of Sidewalk Improvements Citywide  
(Surtax Project Fort-104)**

Pursuant to Section 287.055  
Consultants' Competitive Negotiation Act

**City of Fort Lauderdale**



**Inessa Rubin**  
**Senior Procurement Specialist**  
Telephone: (954) 828-6099 E-mail: [irubin@fortlauderdale.gov](mailto:irubin@fortlauderdale.gov)

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Required Forms .....See INFOR Attachments

**Note:** The following Required Forms are available electronically for completion and must be returned with your quote along with your bid security, proof of insurance, and proof of required licenses/certifications:

### Required Forms:

1. Sample Insurance Certificate
2. Bid/Proposal Certification
3. Disadvantaged Business Enterprise (DBE) Preference
4. Non-Collusion Statement
5. Local Business Preference
6. Non-Discrimination Certification Form
7. E-Verify Affirmation Statement
8. Affidavit of Compliance with Foreign Entity Laws
9. Drug-Free Work Place Form
9. Surtax Projects and Services Letter of Intent or Application for Good Faith Efforts
10. Reference Form
  
11. Anti-Human Trafficking Affidavit (optional at time of proposal, required after the consultant/s is/are selected)

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida, (“City” or “Municipality”) is actively seeking qualified, experienced, and licensed firm(s) (“Consultant” or “consultant” or “vendor/firm” or “Proposer” or “proposer” or “Firm”) to provide design services for sidewalk improvements Citywide for the City’s Transportation and Mobility Department (“department”) as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

### 1.2 Submission Deadline

Sealed responses will be received electronically until **2:00 p.m.**, local time, on **January 23, 2026**, and opened online immediately thereafter for **RFQ/EVENT No. 320**. Responses will not be accepted after the deadline. Firms are responsible for making certain that their proposal is received by the due date and time. The City is not responsible for delays caused by any occurrence or condition.

### 1.3 ONLINE STRATEGIC SOURCING PLATFORM

The City uses an online strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from the online strategic sourcing platform. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in the City’s online strategic sourcing platform well in advance of their intention to submit a response to ensure familiarity with the use of the City’s online strategic sourcing platform. The City shall not be responsible for a proposer’s inability to submit a response by the end date and time for any reason, including issues arising from the use of the City’s online strategic sourcing platform. There is no charge to proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the Proposer to ensure that its qualifications are submitted electronically through the City’s online strategic sourcing platform no later than the time and date specified in this solicitation. **PAPER SUBMITTALS WILL NOT BE ACCEPTED. QUALIFICATIONS MUST BE SUBMITTED ELECTRONICALLY VIA** the City’s online strategic sourcing platform.

### 1.4 Electronic Openings

Responses to this solicitation will be opened electronically via the City’s online strategic sourcing platform at the date and time indicated in the solicitation. Once the Procurement Specialist opens the qualifications, they may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated in the solicitation, via the Question and Answer (Q&A) forum on the City’s online strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

### 1.5 Pre-Proposal Meeting

There will not be a pre-proposal meeting or site visit for this RFQ. It will be the sole responsibility of the Bidder to become familiar with the scope of the City’s requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of

ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

## **1.6 Point of Contact**

City of Fort Lauderdale, Procurement Services Division  
Attn: Inessa Rubin, Senior Procurement Specialist  
101 NE 3rd Avenue, Fort Lauderdale, FL 33301  
Telephone: (954) 828-6099  
E-mail: [irubin@fortlauderdale.gov](mailto:irubin@fortlauderdale.gov)

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

**Consultants please note:** Qualifications shall be submitted as stated in Section IV – Submittal Requirements. No part of your submittal can be submitted via FAX. Submission of qualifications will be considered evidence that the proposer has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. Qualifications must be submitted in accordance with all requirements contained in this solicitation. The questions and answers submitted on the City's online strategic sourcing platform shall become part of any contract that is created from this RFQ.

## **1.7 Debarred or Suspended Bidders or Proposers**

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

## **1.8 Prohibition Against Contracting with Scrutinized Companies**

The consultant certifies that it is not participating in a boycott of Israel. The City may terminate this Agreement at the City's option if the consultant is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel. If the consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the consultant may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

## **1.9 Goal Participation**

This solicitation includes the following Broward County certified County Business Enterprises (CBE) goal: 30% CBE Goal.

Vendors/firms must follow the instructions included in the Office of Economic and Small Business Development Requirements section and submit all required forms and information as instructed.

1.9.1 On September 25, 2018 (Item No. 69), the Board of County Commissioners of Broward County, Florida, (County Commission) adopted a thirty percent (30%) County Business Enterprise Program (CBE) participation goal for projects funded with proceeds from the transportation surtax. The project that is the subject of this solicitation will be funded with proceeds from the transportation surtax. Therefore, the Broward County Business

Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, as amended (the "Business Opportunity Act" or "CBE Program"), is applicable to this solicitation and the contract that will result from this solicitation. All vendors/firms responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.

- 1.9.2 The Broward County Office of Economic and Small Business Development (OESBD) has established the CBE participation goal for this project based upon the proposed scope of services/work for the project. Potential alternate/additional scopes of services/work, optional services and allowances were not considered by OESBD when the CBE participation goal for this project was established. If the Municipality subsequently chooses to authorize any alternate/additional scopes of services/work, optional services and/or allowances, that are determined by OESBD and the Contract Administrator to be funded with proceeds from the transportation surtax, OESBD may apply the established CBE participation goal to the alternate/additional services/work, optional services, and/or allowances. In such an instance, the Municipality will issue a written notice to the successful vendor/firm that the CBE participation goal will also apply to the alternate/additional services/work and/or allowances. The selected vendor/firm shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by vendor/firm to submit the required forms regarding CBE participation may result in the rejection of vendor's/firm's solicitation submittal.
- 1.9.3 CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility (or the Municipality's equivalent); vendors/firms should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the vendor's/firm's solicitation submittal, then vendor/firm must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. Vendor/firm may be deemed non-responsible (or the Municipality's equivalent) for failure to fully comply with CBE Program Requirements within these stated timeframes.
- 1.9.4 Vendor/firm should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:  
[https://www.broward.org/EconDev/SmallBusiness/Documents/CBE\\_LetterofIntentForm.pdf](https://www.broward.org/EconDev/SmallBusiness/Documents/CBE_LetterofIntentForm.pdf)
- 1.9.5 If vendor/firm is unable to attain the CBE participation goal, vendor/firm should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link:  
[https://www.broward.org/EconDev/SmallBusiness/Documents/CBE\\_ApplicationforEvaluationofGoodFaithEffortsForm.pdf](https://www.broward.org/EconDev/SmallBusiness/Documents/CBE_ApplicationforEvaluationofGoodFaithEffortsForm.pdf)
- 1.9.6 OESBD maintains an online directory of CBE firms. The online directory is available for use by vendors/firms at:  
<https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>.
- 1.9.7 For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at:  
<https://www.broward.org/EconDev/Pages/localcertificationprograms.aspx>

- 1.9.8 If awarded the contract, the vendor/firm agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract including, but not limited to, the following:
- 1.9.9 Vendor/firm may not discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
- 1.9.10 All entities that seek to conduct business with the Municipality, including vendor/firm or any Prime Contractors, Subcontractors, Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
- 1.9.11 If vendor/firm fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses.
- 1.9.12 Vendor/firm shall comply with all applicable requirements of the Business Opportunity Act in the award of the contract. Failure by vendor/firm to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the Municipality to terminate the contract or to exercise any other remedy provided under the contract or other applicable laws, with all such remedies being cumulative.
- 1.9.13 Vendor/firm shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the Municipality, for all completed subcontracted work and supplies. If vendor/firm withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the Municipality.
- 1.9.14 Vendor/firm understands that the Municipality and County will monitor vendor's/firm's compliance with the CBE Program requirements. Vendor/Firm must provide the Municipality with a Monthly Utilization Report (MUR) by the 10th of each month to confirm its compliance with the Commitment agree to in the contract; MURs can be submitted to the Municipality at and online through the Broward County's contracts Central application, at the following website: <http://www.broward.org/Purchasing/Pages/icontractscentral.aspx>. Timely submission on the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the Municipality's payment of vendor/firm under this contract.

- 1.10 Audit Rights and Retention of Records.** Broward County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective

action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

- 1.11 Equal Employment Opportunity and CBE Compliance.** No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

END OF SECTION

## SECTION II – GENERAL TERMS AND CONDITIONS

### 2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact utilizing the Q&A forum provided by the City's online strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Q&A deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the Q&A forum provided by the City's online strategic sourcing platform 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 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 any such oral explanation should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.2 Changes and Alterations

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

### 2.3 Consultants' Costs

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

### 2.4 Mistakes

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

### 2.5 Acceptance of Responses/Minor Irregularities

**2.5.1** The City reserves the right to accept or reject any or all responses or parts 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 give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

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

## 2.6 Responsiveness

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

## 2.7 Responsibility

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

## 2.8 Minimum Qualifications

Firms shall be in the business of Civil Engineering Design Services for at least five (5) years, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or demonstrate that they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

**2.8.1** Proposer or principals shall have relevant experience in Civil Engineering Services. Project manager assigned to the work must have at least Five (5) years' experience in Civil Engineering and must have served as project manager on similar projects as indicated in the scope of work.

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

**2.8.3** Neither Firm nor principals shall have any record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude, or any conflicts of interest that have not been waived by the City Commission.

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

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

## 2.9 Lobbyist Ordinance

**ALL CONSULTANTS PLEASE NOTE:** Any consultant submitting a response to this solicitation must comply, if applicable, with Chapter 2, Article VIII, Lobbying Activities, of the Code of Ordinances of the City of Fort Lauderdale, Florida, which can be viewed at [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2A](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2A)

[D ARTVIIILOAC S2-260INPU](#), and City of Fort Lauderdale Resolution No. 07-101, which can be viewed at <https://www.fortlauderdale.gov/home/showpublisheddocument/6038/635514782857730000>. Copies may also be obtained from the City Clerk's Office, 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

## **2.10 Protest Procedure**

**2.10.1** Any proposer who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law, may follow the protest procedure as found in the City's Procurement Ordinance within five (5) days after a notice of intent to award is posted on the City's web site at the following link:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

**2.10.2** The complete Protest Ordinance may be found at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeld=C00R\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeld=C00R_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## **2.11 Public Entity Crimes**

In accordance with Section 287.133, Florida Statutes (2025), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply 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, proposals, or replies 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 (2025), for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Violation of this section by the consultant shall result in cancellation of the Agreement arising out of this solicitation and may result in the consultant's debarment..

## **2.12 Subconsultants**

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

**2.12.2** Consultants shall include in their responses the requested subconsultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant

shall provide a list confirming the subconsultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each subconsultant, the services subconsultant will provide relative to any contract that may result from this RFQ, subconsultants' hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

## **2.13 Local Business Preference**

**2.13.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFQ, as applicable to the local business preference class claimed at the time of Proposal submittal:

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

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

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

### **2.13.3 Definitions**

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

The complete local business preference ordinance may be found on the City's web site at the following [link](#):

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2A\\_D\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2A_D_ARTVFI_DIV2PR_S2-186LOBUPR)

#### **2.14 Disadvantaged Business Enterprise Preference**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County area (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County area, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>.

#### **2.15 Insurance Requirements**

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

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

The following insurance policies and coverages are required:

**2.15.1 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 municipality, its officials, employees, and volunteers are to be included 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 Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**2.15.2 Professional Liability**

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

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

**2.15.3 Business Automobile Liability**

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

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

**2.15.4 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.

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

Consultant must be in compliance with all applicable State and federal workers’ compensation laws.

### **2.15.5 Insurance Certificate Requirements**

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

#### **The Certificate Holder should read as follows:**

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

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

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

Consultant's insurance coverage shall be primary insurance with respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

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

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

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

It is Consultant's responsibility to ensure that any and all of Consultant's independent Consultants and subconsultants 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 Consultant. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Consultant.

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

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

## **2.16 Insurance – Subconsultants**

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

## **2.17 Award of Contract**

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

## **2.18 Modification of Services**

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

**2.18.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFQ, the successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.18.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the successful Proposer thirty (30) days written notice.

**2.18.4** If the successful Proposer and the City agree on modifications or revisions to the task elements after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

## **2.19 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

## **2.20 Contract**

The contract arising out of this RFQ will be in substantially the form attached to this RFQ.

## **2.21 Contract Period**

The contract term shall commence upon date of award by the City.

## **2.22 Unauthorized Work**

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

## **2.23 Payment Method**

Payments made by City to Consultant shall be by check.

## **2.24 [Reserved.]**

### **2.25 Prohibition Against Contingent Fees**

The Proposer warrants that the Proposer 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 the Proposer 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.

### **2.26 Indemnity/Hold Harmless Agreement**

The Consultant shall defend, indemnify, and hold harmless the City, and the City's 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 intentionally wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the contract.

### **2.27 Substitution of Personnel**

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

### **2.28 Ownership of Work**

The City shall have full ownership of, and the right to copyright, otherwise limit, reproduce, modify, sell, or use, all of the work or product produced under this Contract without payment of any royalties or fees to the Consultant above the agreed hourly rates and related costs.

### **2.29 Canadian Companies**

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries, a judgment entered against the Consultant. The Consultant waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

### **2.30 Instructions**

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

### **2.31 Discrepancies, Errors and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be

incorporated into the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

### **2.32 Non-Discrimination**

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

1. The Consultant certifies and represents that the Consultant offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Consultant will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2025), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Consultant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Consultant fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Consultant complies with Section 2-187.
5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

### **2.33 E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Consultant and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Consultant otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subcontractor, and the Consultant shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 2.33, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section 2.33 in their subcontracts. Consultant shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

2.34 **ANTI-HUMAN TRAFFICKING**

As a condition precedent to the effectiveness of an agreement arising out of this RFQ, the Consultant shall provide the City with an affidavit signed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

END OF SECTION

## **SECTION III - SCOPE OF SERVICES**

### **3.1 PURPOSE**

The City is seeking the services of a qualified consulting firm to provide professional design services for the City's Transportation and Mobility Department for the design of sidewalk improvements citywide in response to this Request for Qualifications (RFQ).

This project is located on various streets throughout the city of Fort Lauderdale. This amounts to 42 separate locations as listed in Exhibit A Scope of Services. The work to be accomplished under this contract includes, but is not limited to, the civil design of sidewalk and preparation of specification for such design.

The following is a list of services that may be required. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experienced, qualified, and able to perform:

### **3.2 SCOPE OF SERVICES**

The City of Fort Lauderdale (City) is seeking statements of qualifications from qualified engineering firms in response to this Request for Qualifications (RFQ) for the purpose of managing the overall delivery of sidewalk designs citywide to include, but not be limited to, the following:

- a. Prepare conceptual planning documents.
- b. Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- c. Provide public education/notification assistance.
- d. Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- e. Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- f. Review, analyze, and provide recommendations on existing utilities, potential utility relocations and capital improvement plans.
- g. Submit construction documents as needed to the City and other required agencies having an interest or jurisdiction over the project.
- h. Prepare legal descriptions, exhibits, and surveys.
- i. Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- j. Prepare project status reports.
- k. Prepare and furnish bidding documents and assist the City in the preparation of other

related documents.

- l. Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- m. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- n. Participate in pre-construction conference as requested by the City.
- o. Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- p. Review and provide recommendations for requests for information, request for changes, and claims to the City arising during construction activities.
- q. Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- r. Review as-built drawings provided by the construction contractor and provide written comments to the City.
- s. The Consultant or its subconsultants shall be familiar with different agencies' permitting regulations and requirements and the City's design criteria, and specifications.

### **3.3 FUNCTIONAL AREAS**

- Site Preparation, Landscaping & Irrigation
- Utilities (Electrical, Telecom, Water & Lighting)
- Storm Water System
- Paving & Parking
- Streetscape/Furnishings/Equipment
- Pedestrian-Oriented Shared-Use Bridge
- Plazas, Walkways, Pavilions, and Advanced Intermodal & Multimodal Station (AIMS)
- Roadway Improvements
- Professional Services - Landscape Architecture and Engineering

### **3.4 TASKS**

Consultant shall prepare sidewalk design plans and specifications based on stakeholder meetings (construction ready and sealed by Engineer of Record) including cost estimates, phasing, schedule estimates and request for Information (RFI) responses to design, following the 100% submittal.

#### **3.4.1 Task 1 – Concept and schematic Design Services**

- a. Generate a 15% comprehensive site/master plan with uniform character in design and materials throughout the various locations identified by the City of Fort Lauderdale.
- b. Clearly articulate proposed design enhancements through narratives, drawings, renderings and multimedia, acceptable for endorsement by Transportation and Mobility director and stakeholders.
- c. Provide strong design solutions identifying components including landscape, hardscape, plant materials, lighting, pedestrian access and additional art design elements, if applicable.
- d. Provide kickoff and ongoing internal and external coordination meeting minutes.
- e. Create and distribute progress reports.
- f. Coordinate meetings with the City and other key stakeholders.
- g. Gather and review data, site assessment and base mapping.
- h. Prepare design criteria and parameters.
- i. Provide design reviews and responses to comments (Stakeholders shall have a two-week review period to submit written comments; the consultant shall have a one-week period to submit written responses).

#### **3.4.2 Task 2**

- a. Generate 30% Design drawings with updated concept and schematic layout incorporating comments from 15%.
- b. Provide topographic survey update.
- c. Prepare hydraulic report on existing basins and anticipated changes.
- d. Prepare an itemized construction cost estimate and construction schedule estimate.
- e. Provide design reviews and responses to comments (Stakeholders shall have a two-week review period to submit written comments; the consultant shall have a one-week period to submit written responses).

Upon completion and acceptance of the 30% submittal, the design concept will be fixed, features will be defined, and the design concept will be approved.

#### **3.4.3 Task 3**

- a. Generate 60% Design drawings, specifications, special provisions, schedule and cost estimate based on approved design concept.

- b. Identify and address any conflicts between proposed sidewalk improvements and existing conditions/proposed improvements by others.
- c. Prepare construction sequencing, staging plans, MOT plans.
- d. Provide design reviews and responses to comments (Stakeholders shall have a two-week review period to submit written comments; consultant shall have a one-week period to submit written responses).

#### **3.4.4 Task 4**

- a. Generate 90% Design drawings, specifications, special provisions, schedule and cost estimate.

#### **3.4.5 Task 5**

- a. Generate 100% Design drawings, specifications, special provisions, schedule and cost estimate
- b. Provide design reviews and responses to comments (Stakeholders shall have a two-week review period to submit written comments; consultant shall have a one-week period to submit written responses).

#### **3.4.6 Task 6**

- a. Prepare responses to the Contractor's requests for information regarding the site, design plans, quantities, specifications, phasing and special provisions. The Consultant shall respond to Requests for Information (RFI) submitted by contractors to the Construction Engineering and Inspection (CEI) Consultant. This task includes reviewing the construction plans and specifications to research the RFI and preparing a response.

### **3.5 Project Schedule and Budget**

The Consultant shall plan, manage, and perform all services necessary to complete the Project by December 5, 2026, and within the established Project budget of \$360,000. The Consultant shall be responsible for implementing effective project management, scheduling, and cost control practices to ensure timely delivery and budget.

This scope includes, but is not limited to the following:

- Development and maintenance of a realistic project schedule aligned with the December 2026 completion requirement
- Management of resources, tasks, and deliverables to meet all project milestones
- Monitoring and controlling project costs to ensure adherence to the approved budget of \$360,000
- Identification, monitoring, and mitigation of schedule and budget risks
- Timely communication of any potential schedule delays or budget impacts, including recommended corrective actions
- Implementation of corrective measures, as necessary, to maintain compliance with the approved schedule and budget

END OF SECTION

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

**4.1.1** The City uses an online strategic sourcing platform 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 the online strategic sourcing platform. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in the online strategic sourcing platform well in advance of their intention to submit a proposal to ensure familiarity with the use of the system. 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 the online strategic sourcing platform.

All proposals must be submitted electronically.

**4.1.2** Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit proposals 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. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

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

The Proposer understands that the information contained in its proposal pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The Proposer agrees to provide such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

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

**4.1.5** All proposals are the property of the City. Subject to certain statutory exemptions, all records made or received by the City in connection with this RFQ, including the Proposer's response to this RFQ, are public records subject to public inspection and copying. 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 or otherwise exempt from disclosure or confidential pursuant to Florida law, shall be void. In the event the Proposer submits any documents or other information to the City which the Proposer claims is a trade secret or otherwise exempt from disclosure or confidential pursuant to Florida, the Proposer must clearly indicate that it is asserting that the document or information is exempt from disclosure or confidential. The

Proposer must specifically identify the statutory authority for the exemption claimed. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a trade secret or is otherwise exempt from disclosure or confidential. The City's determination of whether an exemption applies shall control, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agents from and against any loss or damages incurred by any person or entity as a result of the City's treatment of any information submitted by the Proposer as a trade secret or otherwise exempt from disclosure or confidential and the City's treatment of any information submitted by the Proposer as public record. Proposals purporting to be subject to copyright protection in full or in part will be rejected. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS OR OTHERWISE CONFIDENTIAL PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFQ AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFQ OR ANY PART OF YOUR RESPONSE TO THE RFQ AS COPYRIGHT PROTECTED.

**4.1.6 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301.**

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

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consultant does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**4.1.7** By submitting a response, Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section 287.133(2)(a), Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## **4.2 Contents of the Proposal**

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

**Note:** Do not include pricing – The compensation to be paid under the contract will be requested and considered only during the competitive negotiations process.

### **4.2.1 Table of Contents**

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

### **4.2.2 Executive Summary**

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

### **4.2.3 Firm Qualifications and Experience**

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

Provide verification, qualifications and experience in meeting the Broward County Business Enterprise Program (CBE) requirements.

Provide information on your firm's/team's experience in Broward County Transportation System Surtax projects.

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 (**maybe on 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 résumé, 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 résumé should not exceed two (2) pages in length. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

#### **4.2.5 Approach to Scope of Work**

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

#### **4.2.6 References**

Provide at least three references, preferably government agencies, for projects with a similar scope as listed in this RFQ. (*References* form is available electronically within Attachments Section of this Solicitation).

Information should include:

- Client Name, address, contact person telephone and e-mail address (E-mail will be primary means of contact).
- Description of work (types of projects completed).
- Your firm's involvement in the projects
- Year(s) the projects were completed.
- Total cost of the construction estimated and actual.

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

#### **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 Subconsultants**

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

#### **4.2.9 Required Forms**

- 1. 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.
- 2. Bid/Proposal Certification**
- 3. Disadvantaged Business Enterprise Preference Certification**
- 4. Non-Collusion Statement**
- 5. Local Business Preference Certification**
- 6. Non-Discrimination Certification Form**
- 7. E-Verify Affirmation Statement**
- 8. Affidavit of Compliance with Foreign Entity Laws**
- 9. Drug-free Work Place Form**
- 10. Surtax Projects and Services [Letter of Intent](#)  
Or [Application](#) for Good Faith Efforts**

**11. References Form**

**12. Anti-Human Trafficking Affidavit (optional at time of proposal, required after the consultant(s) is/are selected)**

- 4.3** By submitting a proposal, each firm is confirming that the firm has not been placed on the convicted vendor list as described in Section 287.133(2)(a), Florida Statutes.
- 4.4** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

END OF SECTION

## **SECTION V - EVALUATION AND AWARD**

### **5.1 Evaluation Procedure**

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City staff or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposal as submitted. Evaluation procedures shall be governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes (2025), as may be amended or revised. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The Committee shall short list no fewer than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 5.1.3** If the City manager or his/her designee is unable to negotiate a satisfactory contract with the first-ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second-ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

### **5.2 Evaluation Criteria**

- 5.2.1** In accordance with Section 287.055, Florida Statutes (2025), 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 City, 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 City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under Subsection 287.055(5), Florida Statutes (2025).
- 5.2.2** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first

ranked firm as number 1, the second ranked firm number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**5.2.3 Weighted Criteria**

<b>Criteria</b>	<b>Description</b>	<b>Percentage</b>
Qualifications and Experience of Firm	Including years of experience, licenses, insurance, M/WBE participation efforts, and other pertinent information to firm and sub consultants.	20%
Qualifications and Experience of Project Team -	Including the name and qualifications of the project team, principals, project manager, staff and sub-consultants that will be involved in the project, adequacy of personnel. Evaluation is based on the staff specialty and depth of experience with similar type projects.	20%
Approach to Scope of Work and Proposed Project Schedule	Including the proposer’s understanding of the City’s requirements and overall approach to accomplishing scope of work. Response should provide enough detail to confirm an ability to meet project time and budget requirements.	40%
History and Past Performance of the Firm	Including previous similar projects, references, volume of previous work awarded by the City. Including recent, current, and projected workloads; M/WBE participation efforts.	20%
<b>TOTAL</b>		<b>100%</b>

**5.3 Contract Award**

**5.3.1** The City reserves the right to award a contract to the Consultant(s) who best serve(s) 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 from the submittal requirements and RFQ process.

**5.3.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.

**5.3.3** The City Manager shall appoint a contract administrator or project manager for the contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests and approve or deny same as required.

END OF SECTION





## Exhibit A Scope of Services

### FORT-104 New sidewalks Scope of Work - Design

#### ARTICLE 1 – SCOPE OF SERVICES

- 1.1 The CONSULTANT shall perform the following professional services: Engineering Consultant Services for New Sidewalk Design-Surtax Project as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated 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.
- 1.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. 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 or not 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.
- 1.3 CITY and CONSULTANT acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

#### ARTICLE 2 – DETAILED SCOPE OF WORK

- 2.1 The Consultant shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents will be for the following:



- New Sidewalk Design – Surtax

2.2 This project consists of design for city-wide sidewalks. The work involves:

### PROJECT DESCRIPTION

This project is located Citywide, in the City of Fort Lauderdale. There are between 50-70 sidewalk locations as outlined in the attached Exhibit B that will require survey services, engineering, and design services for installation of new sidewalks throughout the city. Design will include, but is not limited to, installation of 6-inch thick concrete sidewalk, various curbs, brick pavers, limerock base of various depths, type S-3 asphaltic concrete, thermoplastic pavement marking as needed, ADA concrete ramps, removal of asphalt, tree root pruning and other items quantified in the proposal pages of this Contract.



### EXHIBIT A SCOPE OF SERVICES

The City of Fort Lauderdale (City) is seeking statements of qualifications from qualified engineering firms in response to this Request for Qualifications (RFQ) for the purpose of managing the overall delivery to include, but not be limited to, the following:

- a. Prepare conceptual planning documents.
- b. Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- c. Provide public education/notification assistance.
- d. Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- e. Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- f. Review, analyze, and provide recommendations on existing utilities, potential utility relocations and capital improvement plans.
- g. Submit construction documents as needed to the City and other required agencies having an interest or jurisdiction over the project.
- h. Prepare legal descriptions, exhibits, and surveys.
- i. Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- j. Prepare project status reports.
- k. Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- l. Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- m. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- n. Participate in pre-construction conference as requested by the City.
- o. Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- p. Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- q. Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- r. Review as-built drawings provided by the construction contractor and provide written comments to the City.



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

### Functional Areas

- Site Preparation, Landscaping & Irrigation
- Utilities (Electrical, Telecom, Water & Lighting)
- Storm Water System
- Paving & Parking
- Streetscape/Furnishings/Equipment
- Pedestrian-Oriented Shared-Use Bridge
- Plazas, Walkways, Pavilions & Advanced Intermodal & Multimodal Station
- (AIMS)
- Roadway Improvements
- Professional Services - Landscape Architecture and Engineering
- Professional Fees - Surveys, permit fees

### Tasks

Prepare Sidewalk Design Plans and specifications based on stakeholder meetings (construction ready and sealed by Engineer of record) including cost estimates, phasing, schedule estimates and request for Information (RFI) responses to design, following the 100% submittal.

#### **Task 1: Concept and schematic Design Services**

- Generate a 15% comprehensive site/master plan with uniform character in design and materials throughout the various locations identified by the City of Fort Lauderdale.
- Clearly articulate proposed design enhancements through narratives, drawings, renderings and multimedia, acceptable for endorsement by TAM director and stakeholders.
- Strong design solution identifying components including landscape, hardscape, plant materials, lighting, pedestrian access and additional art design elements, if applicable.
- Kickoff and ongoing internal and external coordination meeting minutes
- Progress reports
- Coordination meetings with the City and other key stakeholders
- Gather and review data, site assessment and base mapping



- Design criteria and parameters
- Design reviews and responses to comments (Stakeholders will have a two-week review period to submit written comments and the consultant will have a one-week period to submit written responses)

### **Task 2:**

- Generate 30% Design drawings with updated concept and schematic layout incorporating comments from the 15%.
- Topographic Survey update
- Hydraulic report on existing basins and anticipated changes
- Prepare an itemized construction cost estimate and construction schedule estimate.
- Design reviews and responses to comments (Stakeholders will have a two-week review period to submit written comments and the consultant will have a one-week period to submit written responses).
- Upon completion and acceptance of the 30% submittal, the design concept will be fixed, features will be defined and the design concept will be approved.

### **Task 3:**

- Generate 60% Design drawings, specifications, special provisions, schedule and cost estimate
- Identify and address any conflicts between proposed sidewalk improvements and existing conditions/proposed improvements by others
- Construction sequencing, staging plans, MOT plans
- Design reviews and responses to comments (Stakeholders will have a two-week review period to submit written comments and the consultant will have a one week period to submit written responses).

### **Task 4:**

- Generate 90% Design drawings, specifications, special provisions, schedule and cost estimate

### **Task 5:**

- Generate 100% Design drawings, specifications, special provisions, schedule and cost estimate
- Design reviews and responses to comments (Stakeholders will have a two-week review period to submit written comments and the consultant will have a one-week period to submit written responses).

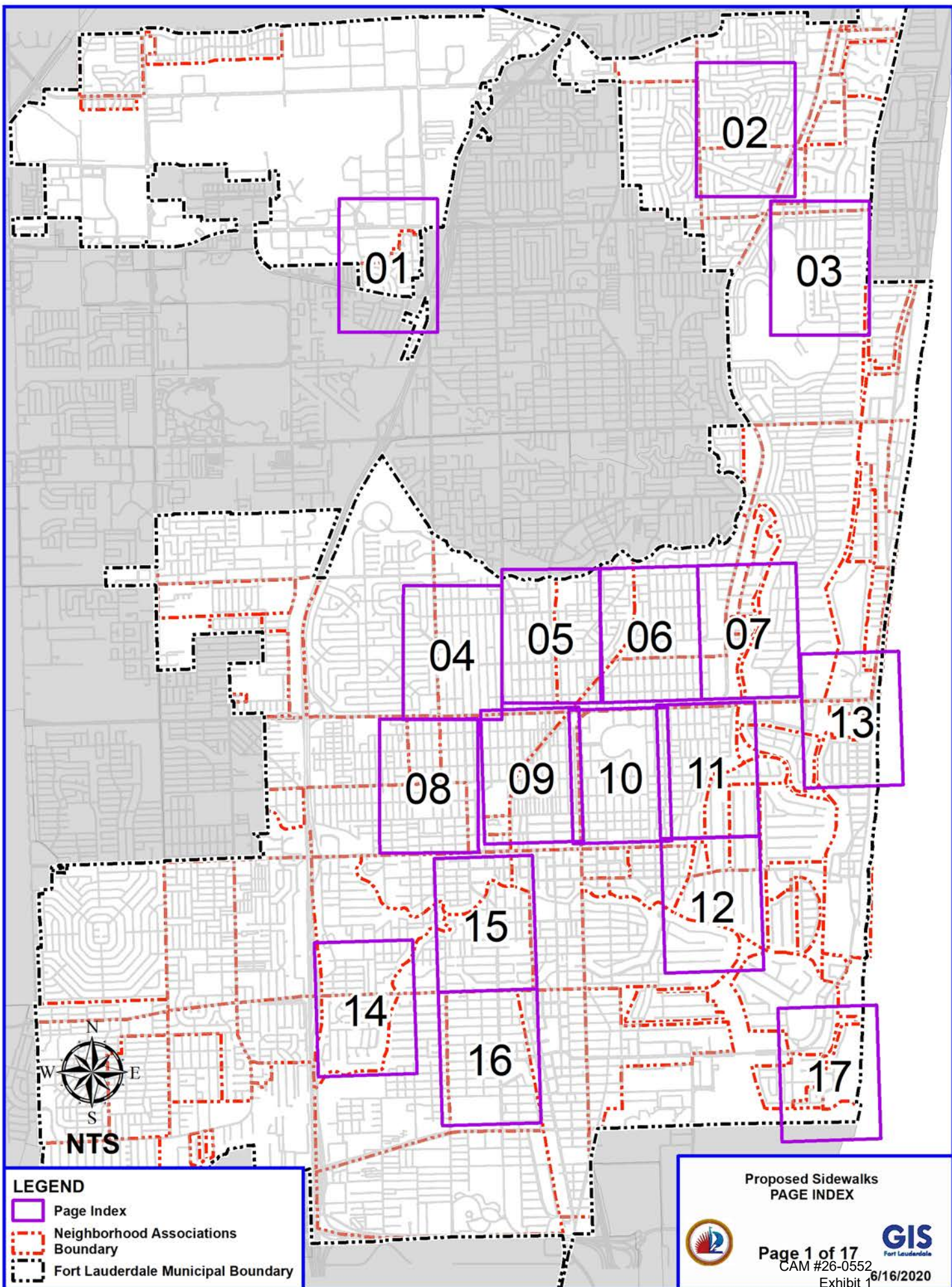


### **Task 6:**

- Responding to the Contractor's requests for information regarding the site, design plans, quantities, specifications, phasing and special provisions. The Consultant will respond to request for Information (RFI) submitted by the contractor to the construction Engineering and Inspection (CEI) Consultant. The task includes reviewing the construction plans and specifications to research the RFI and preparing a response.



**EXHIBIT B**  
**PROPOSED SIDEWALK LOCATIONS**



**LEGEND**

- Page Index
- Neighborhood Associations Boundary
- Fort Lauderdale Municipal Boundary

Proposed Sidewalks  
PAGE INDEX

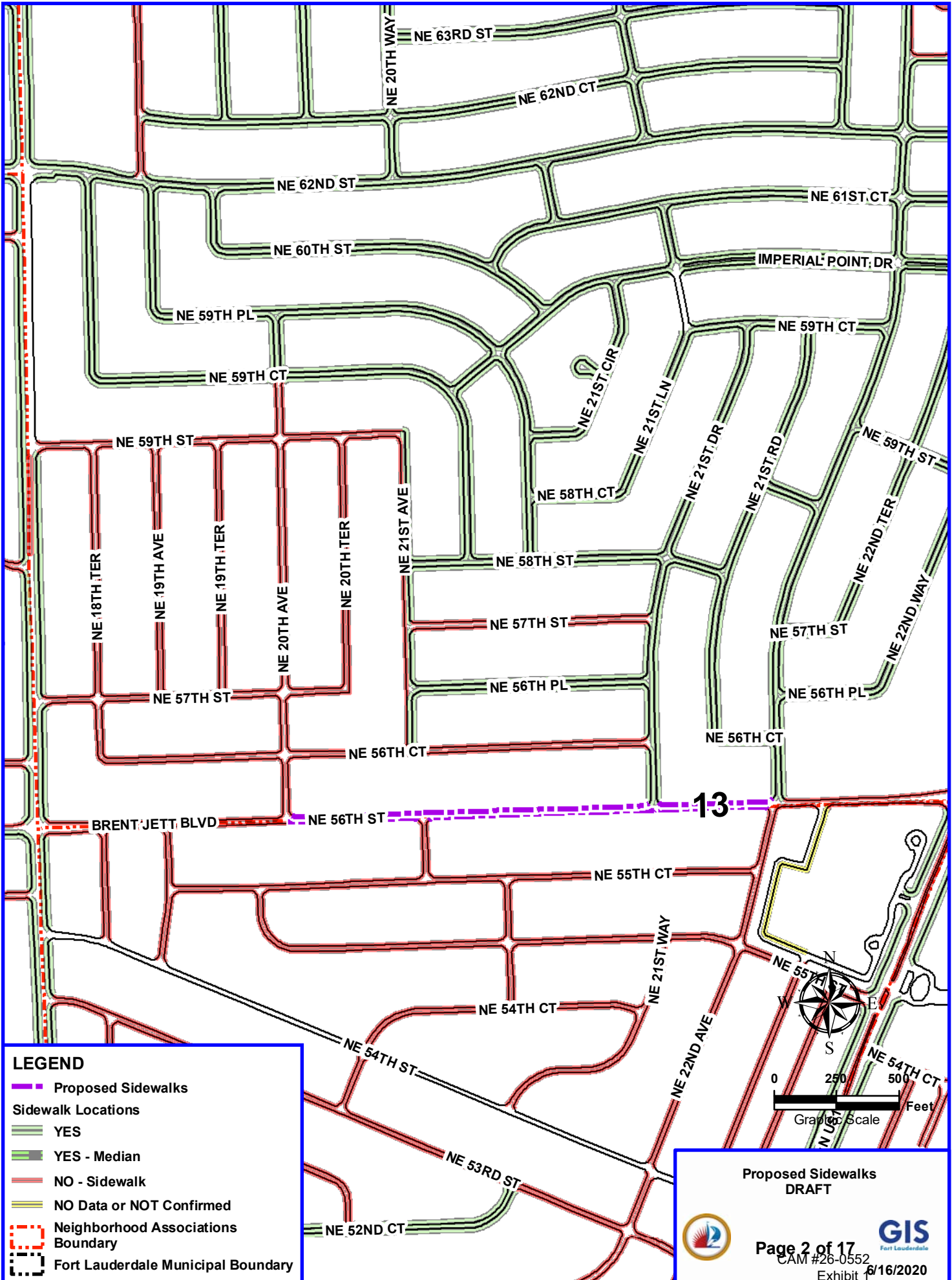


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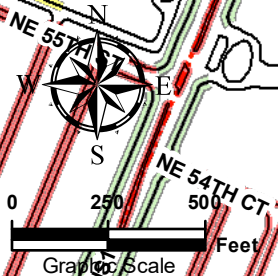
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**LEGEND**

- Proposed Sidewalks
- Sidewalk Locations
- YES
- YES - Median
- NO - Sidewalk
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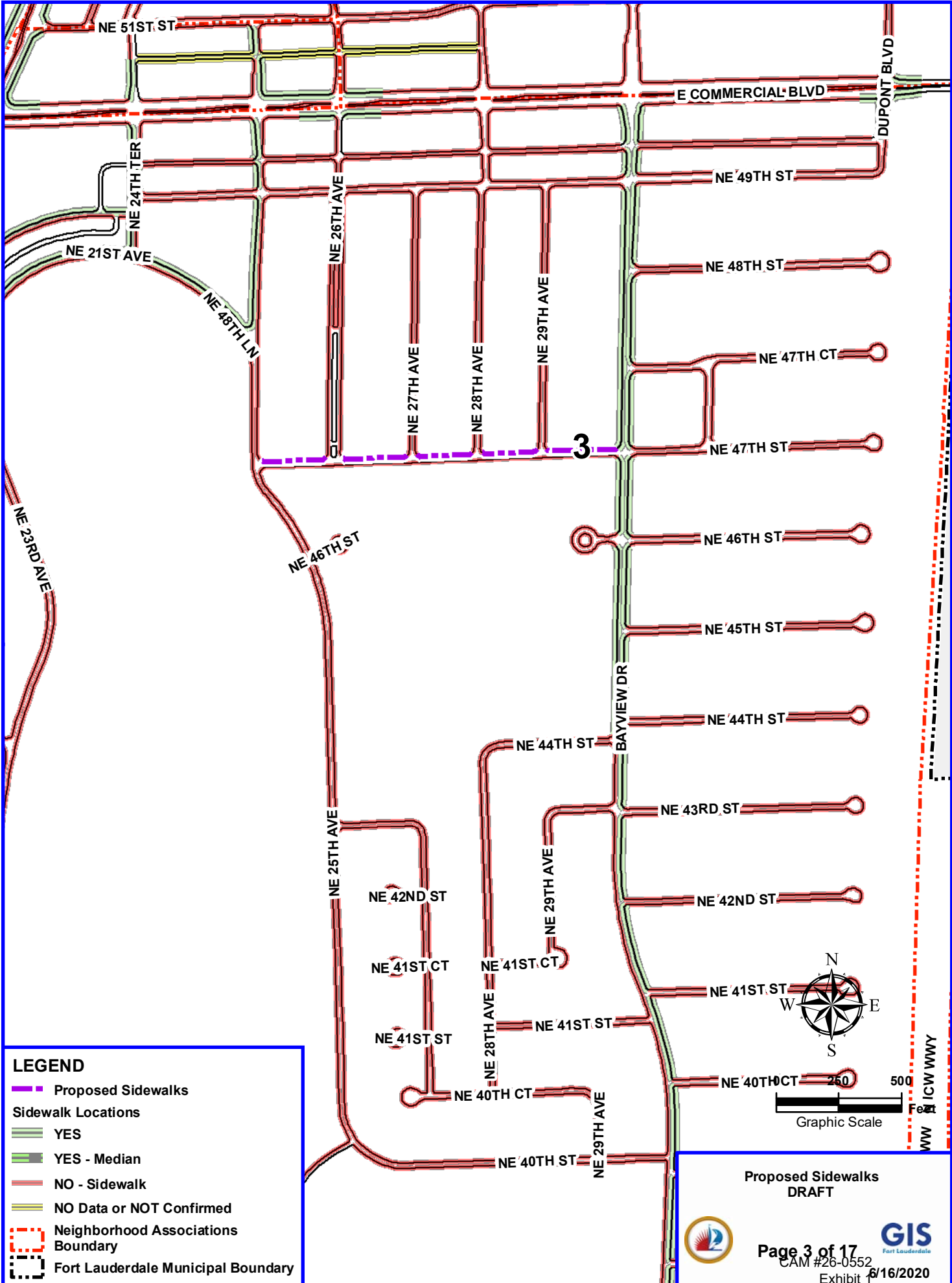
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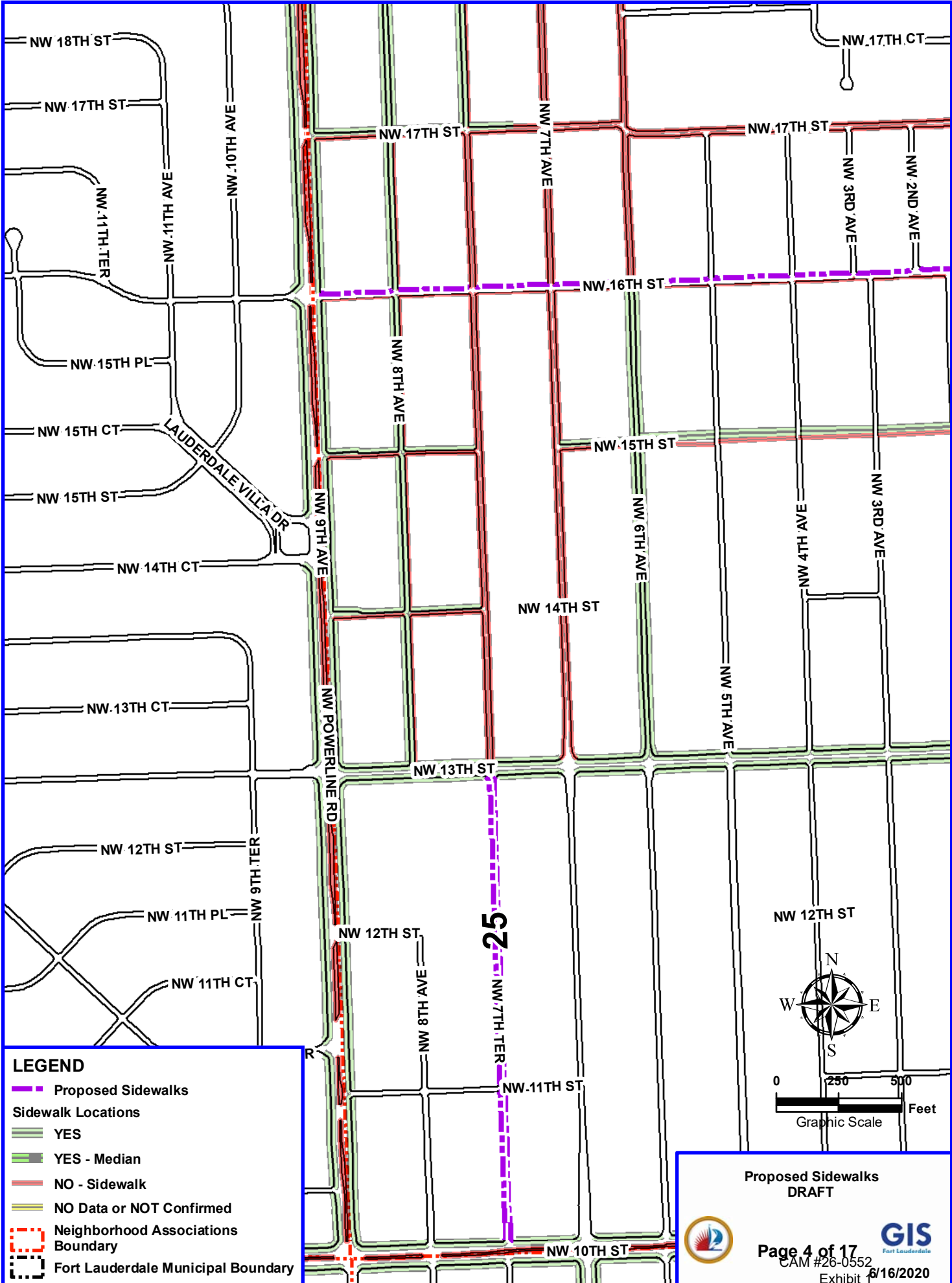


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Proposed Sidewalks  
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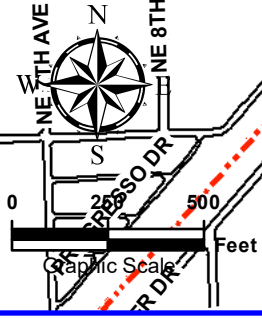
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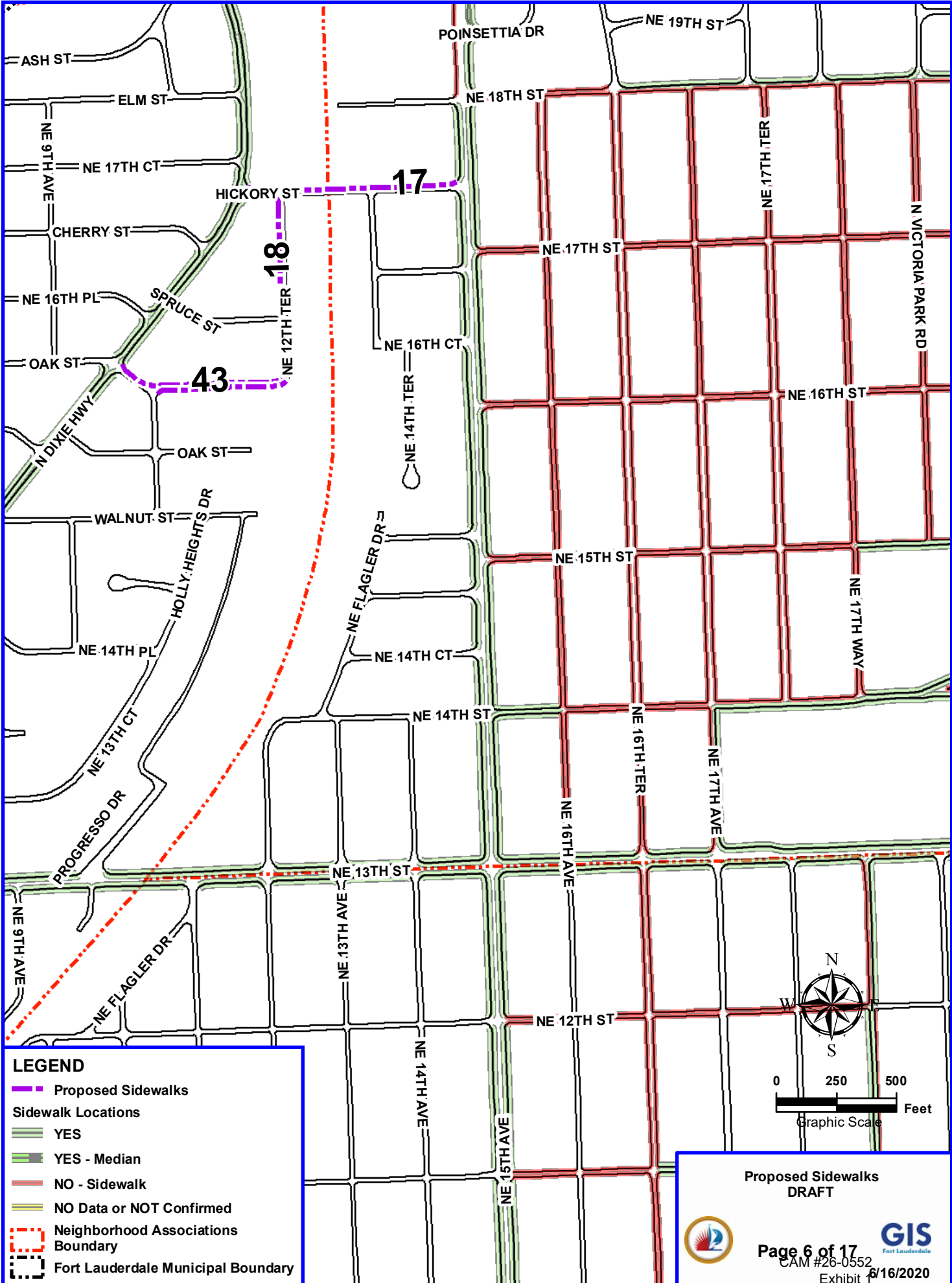
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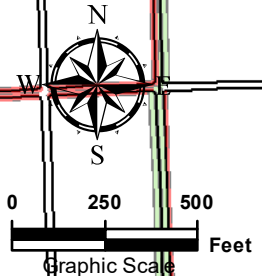
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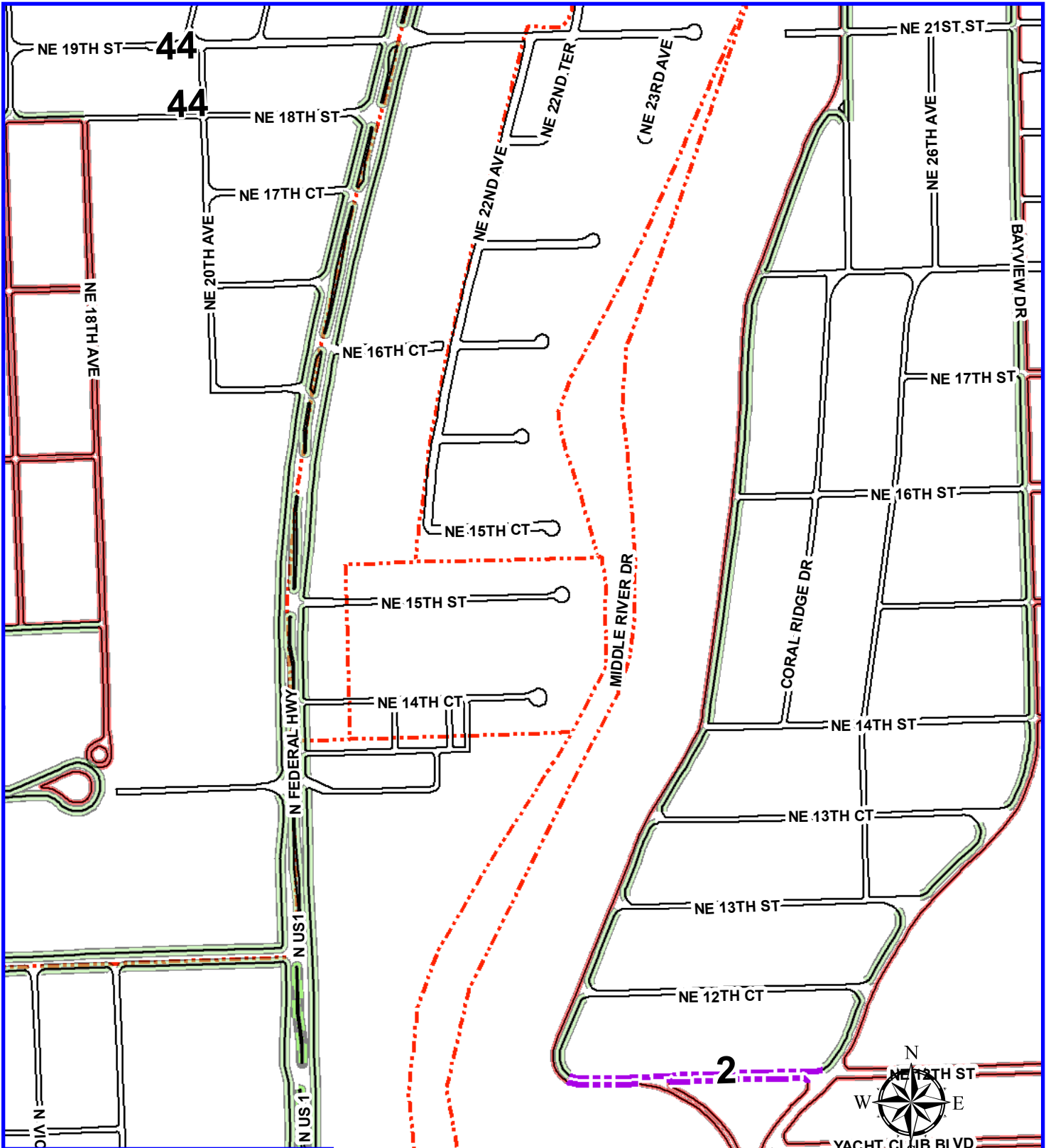
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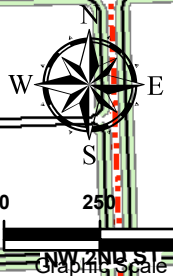
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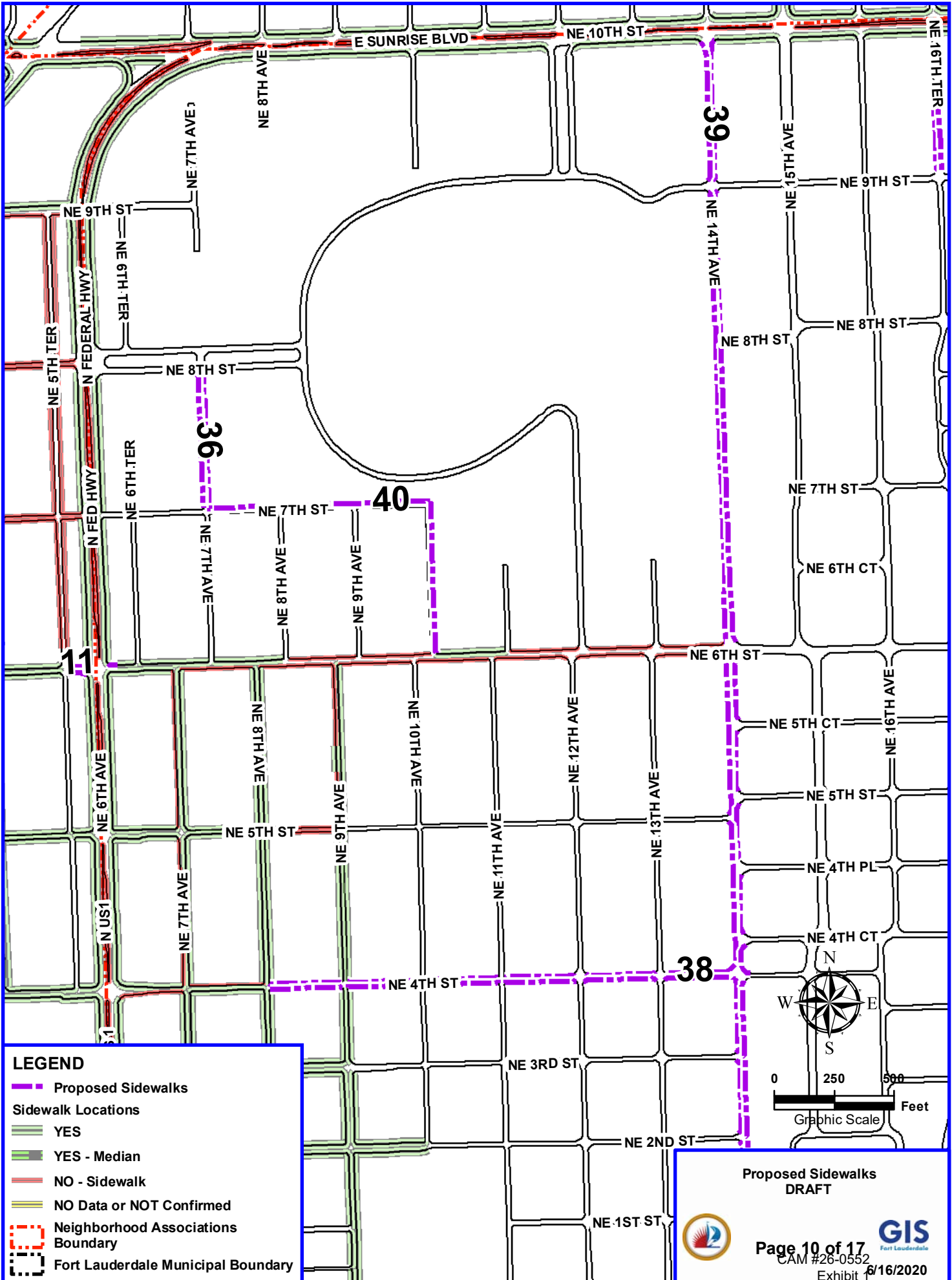


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GIS  
 Fort Lauderdale





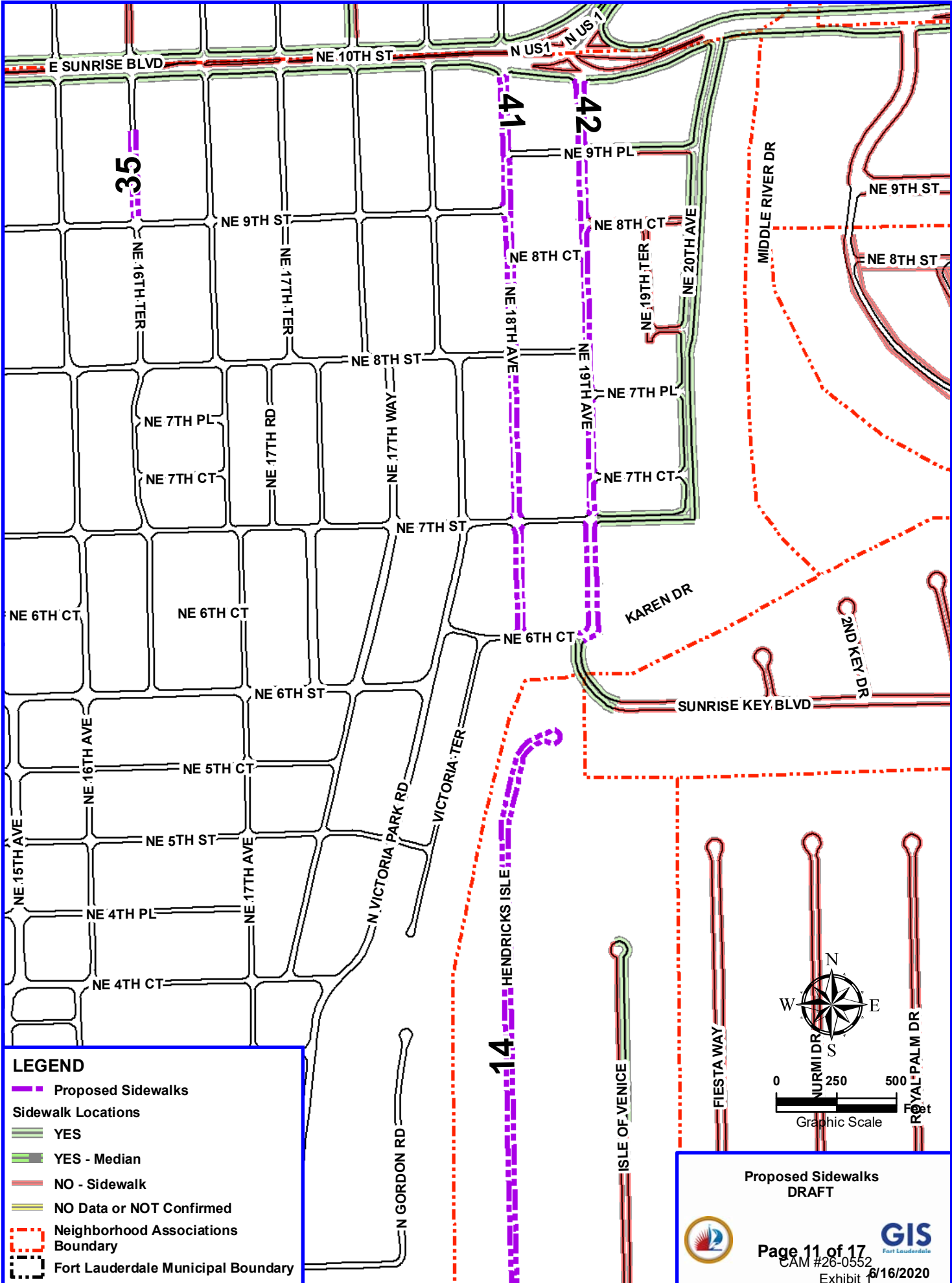
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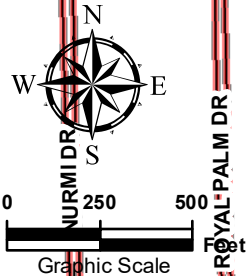
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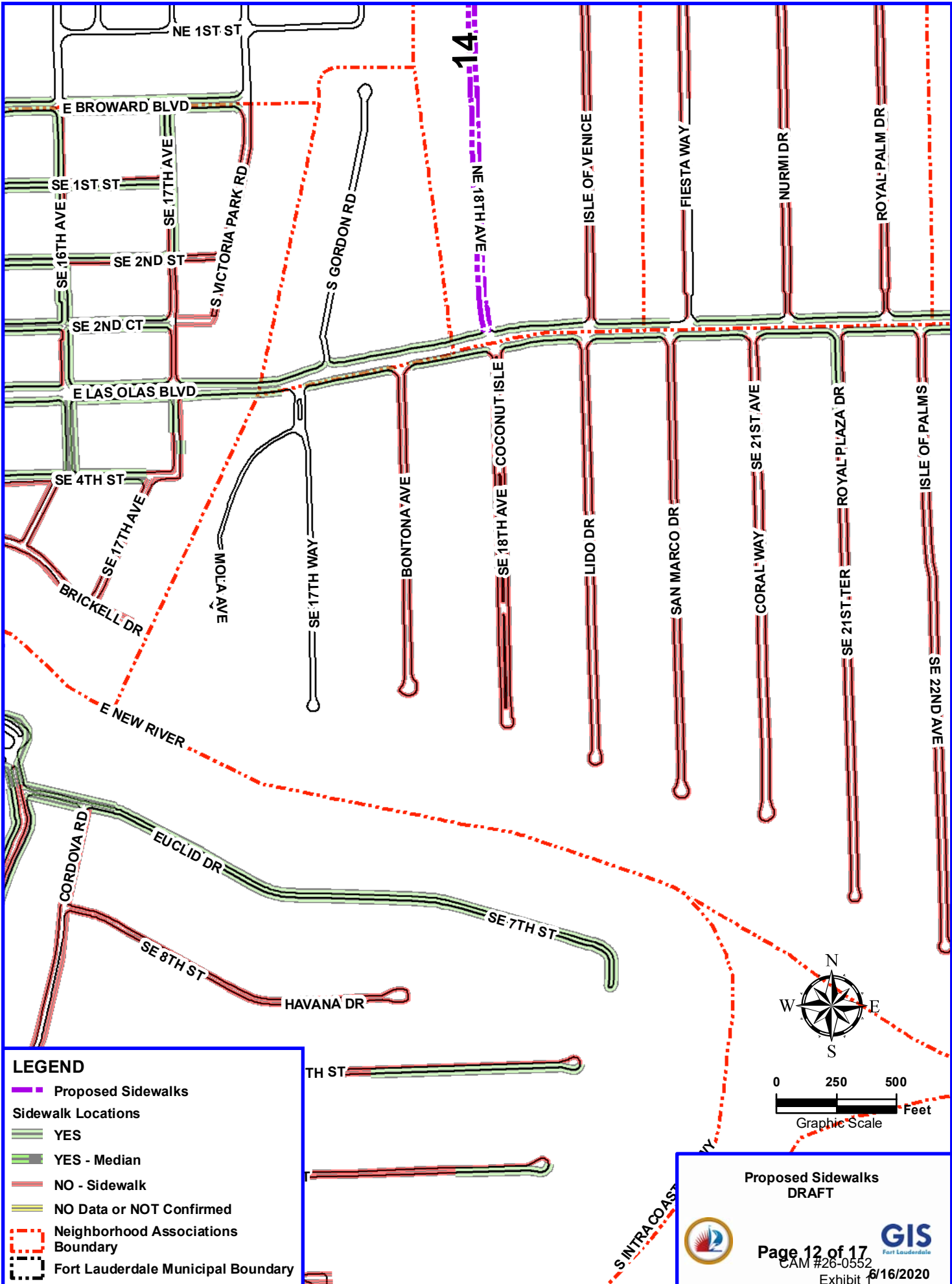
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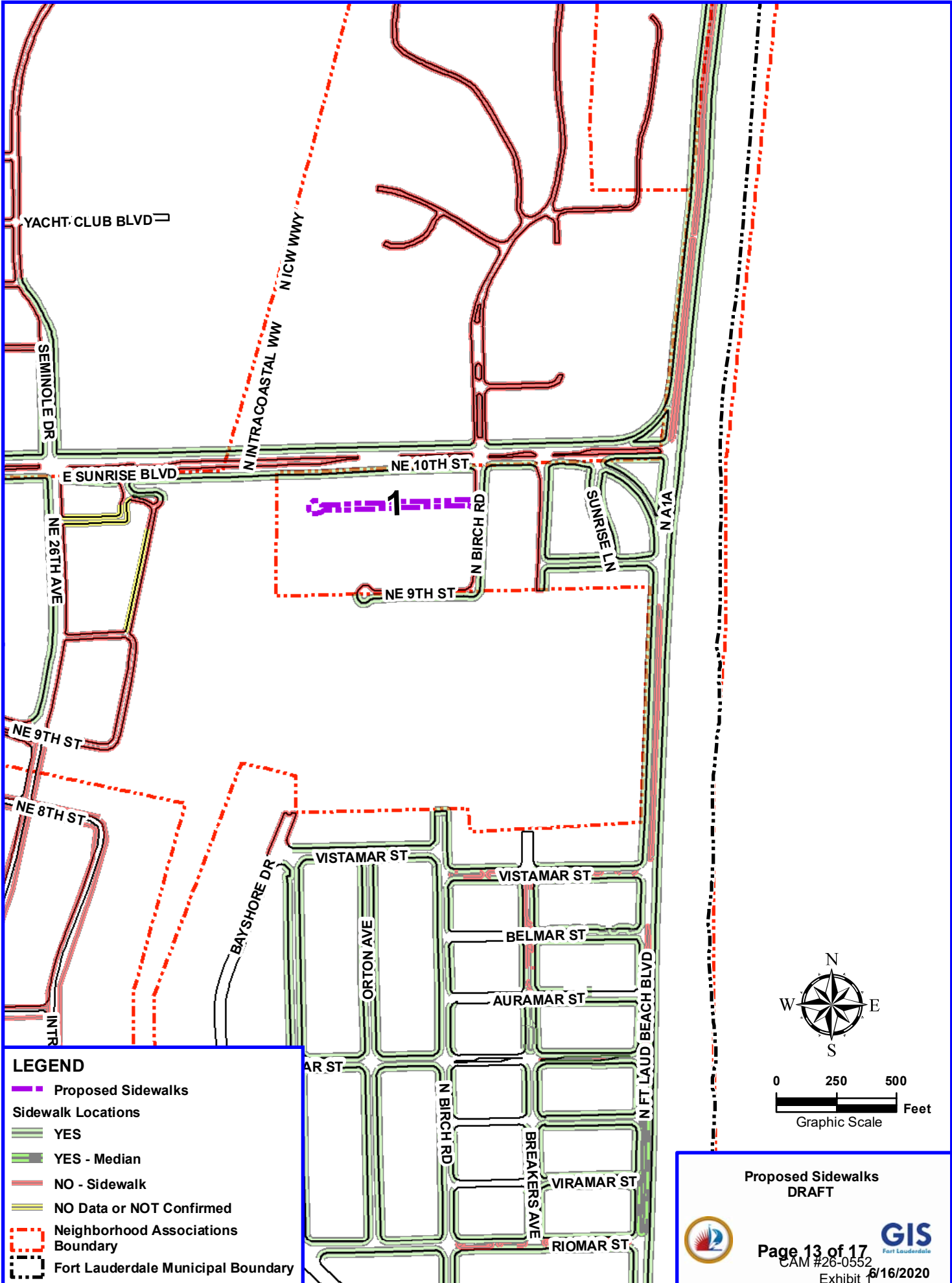
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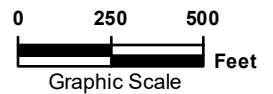
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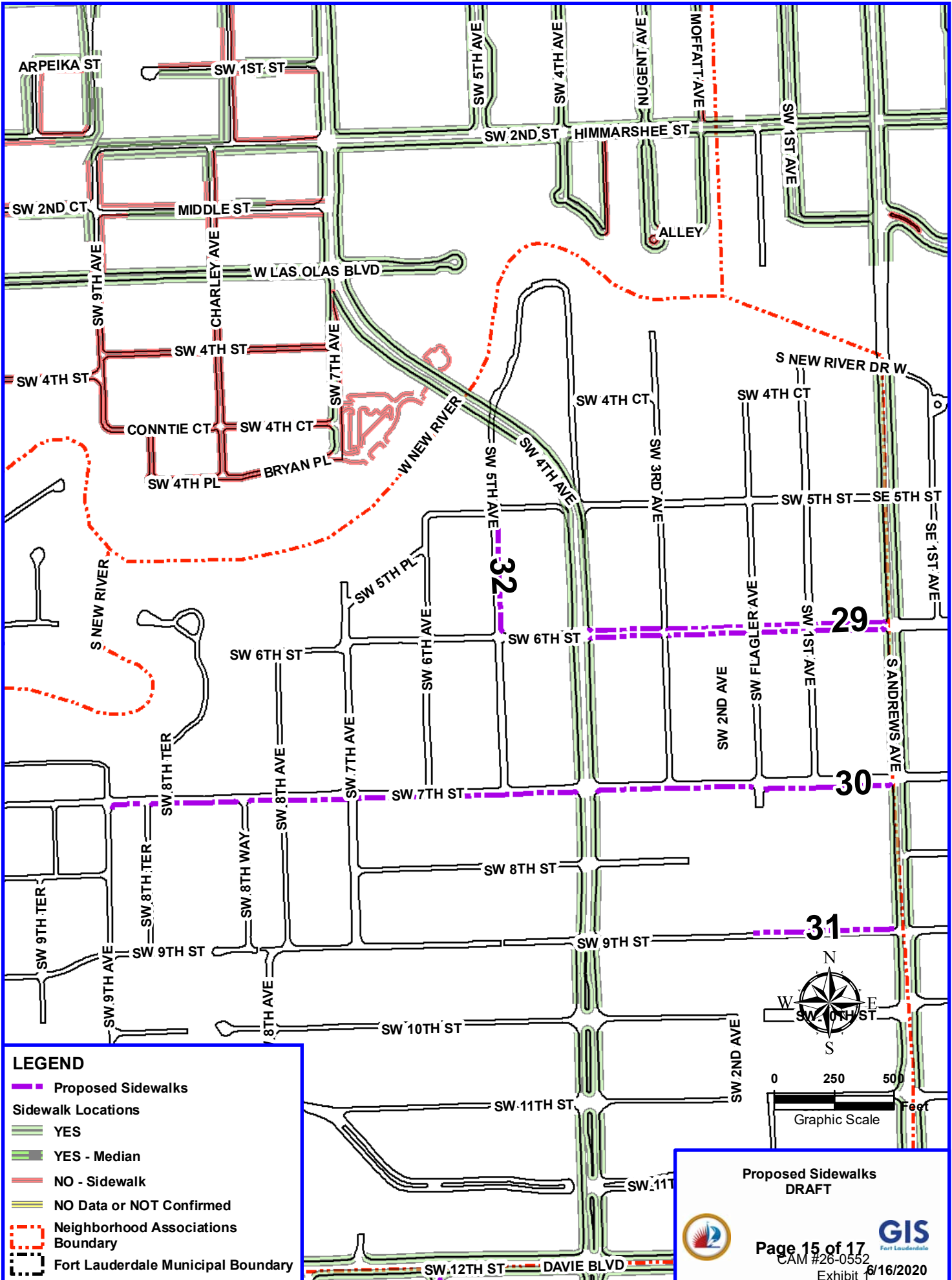
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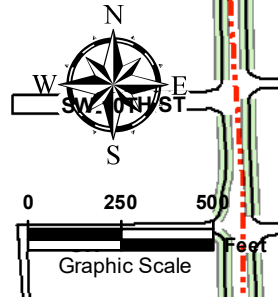






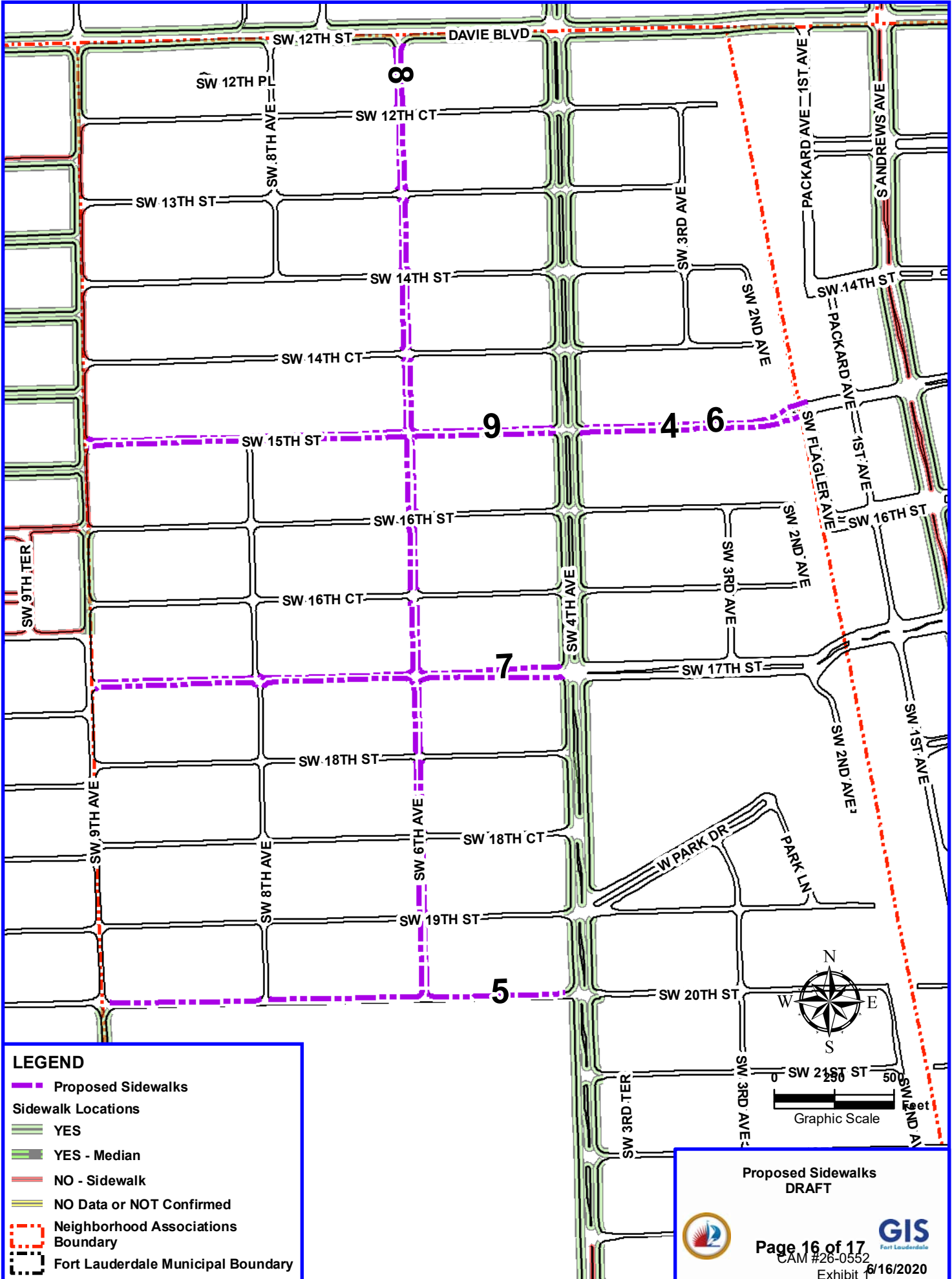
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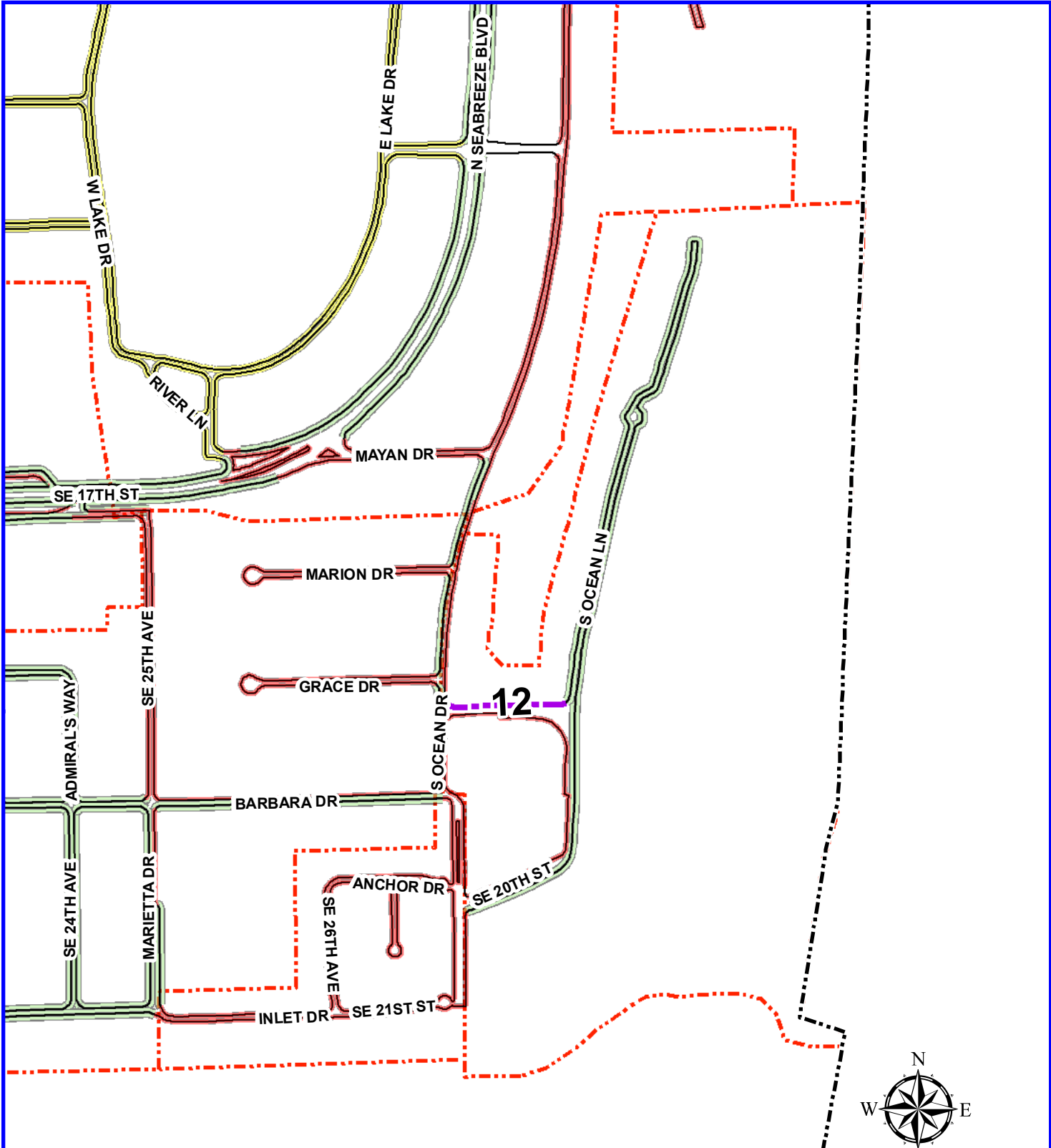
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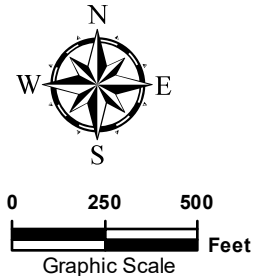
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**Proposed Sidewalks  
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**TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS  
(SURTAX PROJECT# FORT-104 RFQ EVENT # 320)**

This Transportation Surtax Addendum (“Addendum”) is between the City of Fort Lauderdale, a municipality of the State of Florida (“Municipality”), and [INSERT NAME OF CONSULTANT], a \_\_\_\_\_ [corporation/limited liability company] (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

**GENERAL CONDITIONS**

**A.** The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement" or the "Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the “County Surtax Ordinance”). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida (“County”) and Municipality to provide for funding of the Project (the “Funding Agreement”).

**B.** The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties’ Consulting Agreement.

**C.** Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

**D.** All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

**E.** Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

**F.** In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

**G.** The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

## ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

- 1.1 Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 Board** means the governing body of Municipality, its successors and assigns.
- 1.3 Code** means the Broward County Code of Ordinances.
- 1.4 Contract Administrator** means Municipality's Director of Transportation and Mobility or Assistant Director of Transportation and Mobility, or other person designated by Municipality's Director of Transportation and Mobility in writing. The Contract Administrator is the representative of Municipality concerning the Project.
- 1.5 Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.
- 1.6 Consultant** means the architect or engineer who has contracted with Municipality or who is an employee of Municipality, and provides professional services for this Project, as determined by the Contract Administrator.
- 1.7 County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.
- 1.8 County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.9 Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.10 Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.11 Project** means 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 the Consulting 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 Municipality's discretion.

**1.12 Purchasing Director** means Municipality's Chief Procurement Officer or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

**1.13 Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, as well as optional services procured under the Consulting Agreement.

**1.14 Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

**1.15 Subconsultant** means an entity or individual, **including subcontractors**, providing services to Municipality through Consultant, regardless of tier.

## ARTICLE 2. EXHIBITS

Exhibit A	Maximum Billing Rates
Exhibit A-1	Reimbursables for Direct Non-Salary Expenses
Exhibit B	Schedule of Subconsultants
Exhibit [C]	CBE Subconsultants and Letters of Intent

## ARTICLE 3. TIME FOR PERFORMANCE; DAMAGES

**3.1** This Agreement begins on [REDACTED] and ends [REDACTED] (\_\_\_\_) years after that date. Consultant shall perform the Services within the time period specified in the Scope of Services (as defined in the Consulting Agreement). Time periods shall commence from the date of the applicable Notice to Proceed.

**3.2** Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator's review.

**3.3** If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality 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 Consultant to

notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

**3.4** If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) 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, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

**3.5** Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

**3.6** If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed (3) three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement stating the duration of the extension, which must be within the authority of the Purchasing Director or otherwise authorized by the Board.

#### **ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT**

**4.1** Reimbursable Expenses. Travel costs and travel-related expenses attributable to the Project shall not be reimbursed. Other direct non-salary expenses directly attributable to the Project permitted under this Agreement ("Reimbursable Expenses") shall be limited to those permitted under the Consulting Agreement. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants expenses must also comply with the requirements of this section.

**4.2** Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin.

Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

4.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 4.2.

4.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit A are the maximum billing rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit A for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

4.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality's approval, invoice Municipality accordingly.

4.2.4 The total hours payable by Municipality for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 4.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

4.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and

“field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 4.2 remain in place.

4.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from Municipality, whether through offset or any other means, of Paycheck Protection Program (“PPP”) funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, arising from or relating thereto.

### 4.3 Method of Billing.

4.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. 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, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

4.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to

said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

**4.4** Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

## **ARTICLE 5. AUDIT RIGHTS AND RETENTION OF RECORDS**

5.1. Consultant and Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

5.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

5.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with

seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement. Consultant shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by Municipality.

5.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

5.5. If an audit or inspection reveals overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, Consultant shall make adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

5.6. Consultant shall, by written contract, require all Subconsultants to agree to the requirements and obligations as stated in this Article 5.

## **ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

6.1 Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

6.2 By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by Municipality), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

6.3 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

6.4 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services under this Agreement (the "Commitment") for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

6.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

6.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81 of the Code) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

6.7 Consultant acknowledges that County may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

6.8 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

6.9 Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx>, to the Contract Administrator, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist designated by the Contract Administrator. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

6.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

## **ARTICLE 7. PUBLIC RECORDS**

7.1 Public Records. Notwithstanding any other provision in this Agreement, any action taken by Municipality in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

- 7.1.1. Keep and maintain public records required by Municipality to perform the services under this Agreement;
- 7.1.2. Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

- 7.1.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and
- 7.1.4. Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to Municipality to enable Municipality to timely respond to the public records request. Municipality will respond to all such public records requests.

Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Consultant as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant’s waiver of Municipality’s obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Municipality and County and Municipality’s and County’s employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

**ARTICLE 8. MISCELLANEOUS.**

8.1 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future 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 intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality’s Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality’s claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

8.2 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

8.3 Truth-In-Negotiation Representation. Consultant’s compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant’s compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant’s compensation will be reduced by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Consultant’s compensation in this Agreement.

8.4 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the “Broward County Domestic Partnership Act,” Section 16½-157 of the Code (“Act”), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.5 Living Wage Requirement. To the extent Consultant is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105,

Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as “covered employers” fully comply with the requirements of such ordinance.

8.6 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement.

8.7 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

8.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

8.9 Entities of Foreign Concern. The provisions of this section apply only if Consultant or any Subconsultant will have access to an individual’s personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Consultant and any Subconsultant that will have access to personal identifying information shall submit to Municipality executed affidavit(s) under penalty of perjury, in a form approved by Municipality attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

8.10 Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MUNICIPALITY, through its Board, signing by and through its City Manager authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

MUNICIPALITY

By: \_\_\_\_\_  
Rickelle Williams, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I HEREBY CERTIFY that I have approved this Agreement as to form and correctness subject to execution by the parties:

\_\_\_\_\_  
Assistant City Attorney

CONSULTANT

WITNESSES:

Name:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Print Name:

\_\_\_\_\_  
Print Name

Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Name:

Title:

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**Exhibit A  
Maximum Billing Rates**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project Title (City of Fort Lauderdale):	P12596
Consultant/ Subconsultant:	Design Sidewalk Improvements Citywide

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
[Insert staff titles]	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

$$\text{OVERHEAD} = \text{HOURLY RATE} \times \text{OVERHEAD (X.XX\%)}$$

$$\text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE (X.XX\%)}$$

$$\text{OPERATING MARGIN} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN (X.XX\%)}$$

$$\text{MULTIPLIER} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{OPERATING MARGIN}) / \text{HOURLY RATE}$$

**[DELETE IF NOT APPLICABLE]**

**Notes:**

Consultant/Subconsultant [AS APPLICABLE] has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 4.2.5.

**Consultant**

**Municipality**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**Exhibit C**  
**CBE Subconsultants and Letters of Intent**

Project No (Broward County):	Fort 104 Sidewalk – SURTAX
Project Title (City of Fort Lauderdale):	P12596
Consultant/ Subconsultant:	Design Sidewalk Improvements Citywide

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

**ADDENDUM NO. 1**

RFQ Event 320  
Design of Sidewalk Improvements Citywide

ISSUED: January 22, 2026

This addendum is being issued to make the following changes:

1. The Proposal Due Date has been extended to Tuesday, January 27, 2026, at 2:00PM (local time).
2. This solicitation is a Request for Qualifications (RFQ) for professional design services issued pursuant to Section 287.055, Florida Statutes (CCNA). A bid bond is not required for RFQ Event #320, and no bid bond or bid security is to be submitted with the qualifications package.

Therefore, to submit a Proposal through Infor, you must upload a blank page in lieu of a Bid Bond.

3. Since this is an RFQ, pricing will be negotiated with the Proposer who is recommended for award by our Evaluation Committee.

For purposes of submitting your Proposal on Infor, please input any dollar amount for the single line item. This amount will not be used for evaluation purposes.

All other terms, conditions, and specifications remain unchanged.

Erick Martinez  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Executive Summary Report

of

## Event: 320-1 - Design Sidewalk Improvements Citywide

**Buyer:** INESSA RUBIN

**Date Range:** 12/22/2025 02:00:00 PM - 01/27/2026 02:00:00 PM

**Suppliers Notified:** 429

**Notified Suppliers  
Responding:** 3

**All Suppliers  
Responding:** 4

### Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachme nt Exists
Craven, Thompson & Associates, Inc.	Patrick Gibney	(954) 739-6400	pgibney@craventhompson.com	Fort Lauderdale	FL	1.00	0.00	Yes
Colliers Engineering & Design	Michelle Eguia	8132071061	flprocurement@collierseng.com	Tampa	FL	0.00	0.00	Yes
HBC Engineering Company	Maria Gouveia	3052327932	mgouveia@hbcengineeringco.com	Ft. Lauderdale	FL	1.00	0.00	Yes
Thompson & Associates, inc., Civil Engineering	Lauren Johnson	9547611073	ljohnson@thompson-inc.com	Fort Lauderdale	FL	1.00	0.00	Yes

### Event Lines And Responses

continued...

Item	Description	Unit of Measure	Quantity
CITYWIDE SIDEWALK IMPROVEMENTS D-	The City of Fort Lauderdale is seeking the services of a qualified consulting firm(s) to provide Professional Services related to Design Services for a Citywide Sidewalk Improvement Project. The scope of work for the construction consists of the preparing sidewalk design plans and specifications, sign, and sealed drawing, OPC phasing schedule, Responding to RFI, and obtaining required design permits. The design duration is expected to be 6 months.	LS	1.0000

### Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Craven, Thompson & Associates, Inc.	1.0000	LS	1.000	0.00
Colliers Engineering & Design	1.0000	LS	0.000	0.00
HBC Engineering Company	1.0000	LS	1.000	0.00
Thompson & Associates, inc., Civil Engineering	1.0000	LS	1.000	0.00

## Header Questions And Responses

### QUESTION

Did you complete and attach the required forms?

### Responses

Supplier	Response	Has Attachment
Craven, Thompson & Associates, Inc.	Yes	Yes
Colliers Engineering & Design	Yes	Yes
HBC Engineering Company	Yes	Yes
Thompson & Associates, inc., Civil Engineering	Yes	Yes

continued...

QUESTION

Confirm your understanding that the attached Anti-Human Trafficking Affidavit will be required at the time of contract execution.

**Responses**

Supplier	Response	Has Attachment
Craven, Thompson & Associates, Inc.	Yes	Yes
Colliers Engineering & Design	Yes	Yes
HBC Engineering Company	Yes	Yes
Thompson & Associates, inc., Civil Engineering	Yes	Yes

QUESTION

Did you list at least three reference companies with contact names and emails?

**Responses**

Supplier	Response	Has Attachment
Craven, Thompson & Associates, Inc.	Yes	Yes
Colliers Engineering & Design	Yes	Yes
HBC Engineering Company	Yes	Yes
Thompson & Associates, inc., Civil Engineering	Yes	Yes

**Contacts**

Name	Email
INESSA RUBIN	irubin@fortlauderdale.gov

**Q And A**

continued...

Supplier	Question	Answer
Marlin Engineering Inc.	Good afternoon, can you confirm if a bid bond is required for this RFQ? And how it will be submitted	This solicitation is a Request for Qualifications (RFQ) for professional design services issued pursuant to Section 287.055, Florida Statutes (CCNA). A bid bond is not required for RFQ Event #320, and no bid bond or bid security is to be submitted with the qualifications package.
Marlin Engineering Inc.	Replying to the previous question, this posting does state that a bid bond is required, and also requests information for submittal. Please see attachments. Will it let us submit if this area is left blank due to non-requirement?	Event No. 320 is a Request for Qualifications (RFQ) issued under CCNA. A bid bond is not required for this solicitation. The "Bid Bond Information" tab appears by default in the system and does not apply to this RFQ. Vendors may submit their response with this section left blank, provided all other required RFQ submittal items are completed.
Marlin Engineering Inc.	Are there any forms that are required to be signed/filled by subconsultants?	The Required Forms are to be completed by the Prime Consultant only. Subconsultants are not required to submit separate City forms, except that CBE subconsultants must provide the applicable CBE Letter of Intent (or Good Faith Efforts documentation), as applicable.
Colliers Engineering & Design	Is the cone of silence in place?	No, there is no cone of silence ordinance within the City.
Colliers Engineering & Design	Is the budget (referenced in Section 3.5 of the RFQ) a soft cost budget for the project and exclusive of construction costs?	The budget is a soft cost and does not reflect construction costs.
Colliers Engineering & Design	Will the consultant be responsible for the preparation of maintenance and protection of traffic plans including detour plans as part of the design phase? If so, will the preparation of those plans be subject to the review and approval of the City?	No. The consultant will not be responsible for preparing Maintenance of Traffic (MOT) plans, including detour plans, as part of the design phase.
Colliers Engineering & Design	Clarification to the previous question: If so, will the preparation of those plans be subject to the review and approval of the City including the Department of Public Works and the City Police Department?	Traffic plans will be designed and submitted by the contractor through the city's Maintenance of Traffic and ROW permit processes.
Colliers Engineering & Design	Will the consultant be responsible for the design of streetscape improvements on this project at one or more locations including but limited to: decorative street lights, trees and other landscaping, street furniture (bicycle racks, benches, etc.)?	Please refer to the scope of work as it pertains to this solicitation. This is a sidewalk design which may include repairing landscaping that is impacted during the integration of sidewalk. Street furniture is not included.

continued...

Supplier	Question	Answer
Colliers Engineering & Design	If the new sidewalks come into contact with or meet sidewalks at a signalized intersection, will existing signal improvements such as pedestrian push buttons have to be analyzed for compliance with the PROWAG or other applicable criteria?	Signalization analysis will not be required for this scope
Colliers Engineering & Design	If yes to the previous question, and a non-compliance is found, will the consultant have to design updates to the traffic signal?	Signalization analysis will not be required for this scope
Premiere Design Solutions, Inc.	Could a firm submit a proposal as a Prime Consultant and also participate as a Subconsultant on another team for the same RFQ?	The RFQ does not expressly prohibit a firm from submitting as a Prime Consultant and also participating as a Subconsultant on another team. However, all roles must be clearly disclosed, and firms must ensure no conflicts of interest, unfair competitive advantage, or collusion. The City reserves the right to review and reject any proposed subconsultant arrangement.
Premiere Design Solutions, Inc.	Good morning,  We received a cancellation notice from BidNet for Solicitation 320. Since this project appears active on this platform, could you please confirm if the solicitation is still ongoing?  Thank you!	The RFQ is still active and open in INFOR. The City of Fort Lauderdale no longer has a contract with BidNet Direct; therefore, solicitations will no longer be advertised through BidNet and should be accessed only through INFOR going forward.
HBC Engineering Company	Please confirm whether resumes, staff professional licenses, company licenses and certifications, and project description pages are excluded from the 100 pg response limit, or if all submitted materials are required to be included within the 100 pg.	The solicitation does not identify any exclusions from the stated page limit. Accordingly, all materials submitted as part of the response—including resumes, staff professional licenses, company licenses and certifications, and project description pages—are expected to be included within the preferred 100-page response limit, submitted as one complete PDF document.
HBC Engineering Company	Please advise when the City anticipates issuing the NTP to the awarded consultant following contract award and execution.	The City anticipates issuing a Notice to Proceed (NTP) after contract award, execution, and completion of all required approvals and documentation. The timing of the NTP will depend on factors including, but not limited to, City Commission approval, contract execution, insurance and compliance submittals, and issuance of a purchase order. At this time, the City is unable to provide a specific date for issuance of the NTP.
Marlin Engineering Inc.	How many firms will the City be selecting?	The City anticipates awarding up to 3 consultants.

continued...

Supplier	Question	Answer
Marlin Engineering Inc.	How many firms will the City be selecting?	The City anticipates awarding up to 3 consultants.
Marlin Engineering Inc.	Is the budget \$360,000 total or per firm selected?	The overall budget is \$360,000 for the entire program.
Marlin Engineering Inc.	Can you clarify on Task 2- Provide Topographic Survey - Will the city provide the survey to be updated or will the selected firm be required to conduct survey?	Firm is required to conduct survey. In any instance when the city has survey documents available, it will be the firm's responsibility to verify/update as needed.
Marlin Engineering Inc.	Geotechnical Services - Are these services anticipated for this type of contract?	Yes, it is anticipated that Geotechnical Services may be required for this contract. Refer to Scope of Work - Exhibit A, Scope of Services, "Functional Areas" for additional information.
Craven, Thompson & Associates, Inc.	Are the required forms excluded from the 100-page limit?	Yes. The required forms are excluded from the 100-page limit.
Craven, Thompson & Associates, Inc.	In reference to Section 4.2.9 Required Forms, where are the forms located?	The required forms are located under the "Questions" tab.