

RESOLUTION NO. 2024-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH A.M.I. ENGINEERING FOR GENERAL ENGINEERING AND ARCHITECTURAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sweetwater conducted a competitive bidding process for the procurement of *General Engineering and Architectural Services* and awarded a bid to A.M.I. Engineering, LLC; and

WHEREAS, pursuant to Section 2-287 of the Code of Ordinances, the Village Manager is authorized to execute contracts, as entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Manager wishes to enter into a contract with A.M.I. Engineering for General Engineering and Architectural Services;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, pursuant to Section 2-287 of the Code of Ordinances, to “piggyback” on an existing contract between City of Sweetwater and A.M.I. Engineering (RFQ No. 2021-01), and enter into an agreement with A.M.I. Engineering for General Engineering and Architectural Services.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of March, 2024.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney



Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

VILLAGE OF PINECREST
Office of the Village Manager

DATE: March 11, 2024

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA CM, Village Manager

RE: Resolution for Agreement to piggyback on a City of Sweetwater Professional Service Agreement for General Engineering and Architectural Services with A.M.I. Engineering

Attached for your consideration, please find the subject contract attached. One of the sub-Consultants for this contract is Compeling Solutions. This contract will provide a means for providing a broad range of services including:

Drainage/Stormwater Improvements, Roadway and Drainage Design, Structural Design, Traffic Study and Transportation Engineering, Civil site planning an design including land use, Environmental Engineering, Land use and zoning, Building Remodeling and/or New Construction, Plans Review and Permitting, Building/Threshold Inspections, Contact Administration, Material Inspection, Project Management, Landscape Design, Debris Monitoring Services, Design of Parks, Fields, Plazas, Recreational and Open Spaces Review.

This contract will have a not to exceed annual limit of \$400,000.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to execute an agreement to adopt the contract.





[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

**CONTINUING PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SWEETWATER, FL**

And

A.M.I. Engineering, LLC

THIS AGREEMENT is made between CITY OF SWEETWATER, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "CITY") and **A.M.I. Engineering**, a Limited Liability corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is Miami-Dade County, Florida. CITY and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY requested qualifications from qualified engineers and selected the CONSULTANT to provide professional engineering services with respect to; and

WHEREAS, the CONSULTANT is willing and able to perform such professional, services for the CITY within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a Specific Project, but to set forth certain general terms and conditions, which shall govern the relationship between CITY and CONSULTANT and which shall be incorporated into subsequent supplemental agreements/work orders for Specific Projects or services when required.



[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the CITY and CONSULTANT agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation**: The total amount paid by the CITY for the CONSULTANT'S professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses**: the direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement**: an agreement to provide services for a particular Project.

1.4 **Subconsultant Fee**: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses**: Travel expenses, whether within or outside of Miami-Dade County, and whether to the Specific Project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the Mayor. All approved travel expenses will be reimbursed in accordance with the CITY'S adopted travel policy.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the CITY for Specific Projects as authorized from time to time by either the CITY Commission or Mayor as authorized by subsection 2.6. The services shall be for the following types of Projects or similar disciplines:

PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES AND RELATED SERVICES AS DESCRIBED IN ATTACHED EXHIBITS _____.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

2.2 When the need for services for a Specific Project occurs, the Mayor may enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The CITY shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Mayor and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection

2.3 The CITY and CONSULTANT shall utilize as the agreement for each Specific Project a Standard Project Agreement ("Project Agreement"), a copy of which is attached and incorporated into this Agreement as Exhibit "A". Each supplemental agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Mayor determines that the Consultant's services in its capacity as an engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the CITY for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.



[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

2.5 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. Performance of work by CONSULTANT prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Mayor is authorized to negotiate and execute a Project Agreement for Projects in which the CONSULTANTS' services do not exceed \$3,000.00.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement.** – This Continuing Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of five (5) years, unless extended by option or renewal and/or until terminated pursuant to Section 3.2 or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the CITY and CONSULTANT for services to be rendered under said Project Agreement. Agreement shall automatically renew for two additional one (1) year periods if not terminated by either party.

3.2 **Termination for Convenience** – This Continuing Services Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days written notice to the CONSULTANT or on seven (7) days' notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

3.3 **Effect on Project Agreement** – Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

3.4 **Non-Exclusive Agreement** - Notwithstanding the provisions of Subsection 3.1, the Mayor may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the CITY under similar continuing services agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the CITY by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the CONSULTANT executed by the CITY, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the CITY and the CONSULTANT shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. SURVIVAL OF PROVISIONS

5.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 6. CITY'S RESPONSIBILITIES

6.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

6.2 Furnish to CONSULTANT, at the CONSULTANT'S written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by CONSULTANT, in possession of the CITY.

6.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

SECTION 7. CODE OF ETHICS

7.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

7.2 CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

SECTION 8. POLICY OF NON-DISCRIMINATION/WAGES

8.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

8.2 If the project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with the same.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the CITY or furnished by the CONSULTANT pursuant to any Project Agreement, shall become the property of the CITY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to the CITY within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the CITY'S prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the CITY.

9.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect,



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

9.4 All deliverables should be provided in hard copy format as well as electronic format to the CITY. Drawings should be provided in CADD, spreadsheets in Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the CITY shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.

SECTION 10. RECORDS/AUDITS

10.1 CONSULTANT shall maintain and require Sub consultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Specific Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Mayor or any authorized CITY representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Project Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.

10.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable.

10.3 Refusal of the CONSULTANT to comply with the provisions of Sections 10.1 or 10.2 shall be grounds for immediate termination for cause by the CITY of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

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



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

SECTION 12. INDEPENDENT CONTRACTOR

12.1 The CONSULTANT is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the CITY.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 Pursuant to Section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this or any Project Agreement.

SECTION 15. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers. Any insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage shall include a minimum of: See Insurance Requirements.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

SECTION 16. REPRESENTATIVE OF CITY AND CONSULTANT

16.1 **CITY Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the Mayor or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 **CONSULTANT Representative.** CONSULTANT shall inform the CITY Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 17. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

17.1 If either the CITY or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

17.2 In the event of any litigation arising out of this Agreement or Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 18. PRIORITY OF AUTHORITY OF INSTRUMENTS

18.1 The relationship between the Parties shall be governed by several contract documents, all of which, when read together, shall constitute one agreement between the Parties. The contract documents include this Agreement, one or more ensuing Project Agreements, and the City solicitation documents. In the event of conflict between or amongst the contract documents, priority shall be as follows: Project Agreements, then this Agreement, and followed by the City's solicitation documents, including any addenda thereto. Otherwise, there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the contract document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall comply with all applicable CITY Codes, state and federal laws, rules and regulations.

19.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Project Agreement, it is determined that the CONSULTANT'S documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the CITY, the CONSULTANT shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the CITY for any other services and expenses made necessary thereby, save and expect any costs and expenses which the CITY would have otherwise paid absent the CONSULTANT'S error or omission. The CITY'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

19.3 The Consultant shall, all times during the term of the Agreement, maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.

19.4 The CONSULTANT'S obligations under Paragraph 19.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 20. SUBCONSULTANTS

20.1 In the event the CONSULTANT requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the CONSULTANT must secure the prior written approval of the Mayor. The CONSULTANT shall use his/her best efforts to utilize Subconsultants whose principal place of business is located within the CITY or Miami-Dade County, Florida.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

20.2 Any subcontract with a Subconsultant shall afford to the CONSULTANT rights against the Subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the CITY for use by the CONSULTANT.

SECTION 21. NOTICES

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

FOR CONSULTANT:

Francisco J. Alonso, PE, President

A.M.I. Engineering, LLC

12850 N Calusa Club Dr.

Miami, FL 33186

FOR CITY:

CITY of Sweetwater

Attention: Orlando Lopez, Mayor

500 SW 109 Avenue, 3rd

Floor Sweetwater, FL

33174

WITH A COPY TO:

Ralph Ventura, Esq.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

500 SW 109 Avenue, 3rd Floor

Sweetwater, FL 33174

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the CITY determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 24. GOVERNING LAW

This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 26. EXHIBITS

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



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

SECTION 27. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 28. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its CITY Clerk, duly authorized to execute same and by CONSULTANT whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

Carmen Garcia, City Clerk:

Orlando Lopez, Mayor:

Date:

1-19-2022

Approved as to form and legality for the sole use and reliance of the City of Sweetwater:

Ralph Ventura, Esq., City Attorney:



[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

ATTEST: CONSULTANT

By: Francisco J. Alonso, PE 

Title: President

Date: 1/25/22

WITNESS:

Print Name:

ROBERT HERRADA

Signature:





[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

Exhibit "1"

Project Description

[TO BE INSERTED]



[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

City of Sweetwater

Request for Qualifications PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01



[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

City of Sweetwater

ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS (RFQ) OF PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE CITY OF SWEETWATER PROJECT NO. RFQ-2021-01

The City of Sweetwater (“the City”) is requesting sealed proposals from qualified firms having local experience to provide professional general engineering and architectural services to the city.

RFQs may be picked up at the City of Sweetwater Clerk’s Office located 500 SW 109th Ave, third floor, Sweetwater, FL 33174 beginning **Tuesday, November 9, 2021**. Questions will only be accepted in writing via email: bids@cityofsweetwater.fl.gov. Cutoff date for questions is 5:00 p.m. **Wednesday, November 17, 2021**. The City Clerk’s Office is closed on Fridays.

Proposals shall be submitted by 2:00 p.m. **Thursday, December 9, 2021**, to City Clerk’s Office at 500 SW 109th Ave, third floor, Sweetwater, FL 33174. Proposals received after the time specified are late and will not be accepted or considered. One (1) original, five (5) hard copies of the proposal (clearly identify the original), and one (1) thumb drive containing a PDF copy of all materials submitted in the Request for Qualifications and must be submitted in separate three-ring binders. Additionally, all materials shall be enclosed in a sealed envelope, box or container and shall have “RFQ-2021-01 Advertisement for Professional General Engineering and Architectural Services,” and the name of the respondent clearly written on the exterior of the envelope or package. The City reserves the right to waive any informalities or irregularities in any proposal, and to reject any and all proposals in whole or in part, re-bid or suspend/cancelled the bidding process.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

PROJECT OVERVIEW

The City of Sweetwater is soliciting Statements of Qualification from interested parties and/or firms for the provision of Professional General Engineering and Architectural Services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The City will review submittals only from those persons and/or firms that submit a Request for Qualifications packet which includes all the information required to be included as described herein (in the sole judgment of the City).

In light of an aggressive and time-sensitive series of capital improvements within Sweetwater -- some of which are ongoing -- the city is prioritizing knowledge in local conditions and experience within the City of Sweetwater.

Consultants may perform work for various departments of the City including, but not limited to, Mayor's Office/Administration, Public Works, Parks and Recreation, Building, and Planning & Zoning. The City anticipates the majority of the scope of work to be engineering-related.

The scope of services include, but are not limited to, providing general engineering and architectural services for miscellaneous planning, design and/or construction management projects; such as roadways, drainage, structural, bridge, electrical, mechanical, traffic engineering, civil/site planning, water and sewer, surveying, environmental assessments and engineering, permitting, land use and zoning, architectural design and space planning, construction management, and project management. The City may also require the selected consultants to perform construction engineering inspections (CEI), threshold inspections, plans review and landscape architecture services.

In order to be considered, consulting firms or team joint ventures must have experience in all related areas described above and be particularly familiar with the design criteria and standards used within each area of expertise and in particular the practices of the State of Florida Department of Transportation, Miami-Dade County Public Works Department, Miami-Dade County Department of Environmental Resources Management and Miami-Dade County Water and Sewer Department, the State of Florida Department of Health, the State of Florida Department of Environmental Protection and the South Florida Water Management District as well as applicable building codes. Consultants should also be familiar with the standards, practices, requirements and applicable ordinances of the City of Sweetwater. The City understands that not all of the interested firms provide services for all of the different disciplines



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

mentioned; therefore the City will consider joint ventures. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

It is the City's intention to:

- (a) Solicit responses from interested parties;
- (b) Evaluate the responses;
- (c) Conduct oral presentations (if necessary);
- (d) Verify the information presented, and;
- (e) Select most responsive, responsible Respondent
- (f) Negotiate with and award a contract(s) to a selected Respondent(s) .

The selected Respondent shall agree to abide by and be governed by the City of Sweetwater Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the City will not be prevented in any manner from retaining other firms at its sole discretion.

The City reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein. All questions or comments should be directed in writing to the following email at bids@cityofsweetwater.fl.gov.

All inquiries must reference Professional General Engineering and Architectural Services RFQ # 2021-01 in the subject line. No phone calls (or other inquiries not in writing to the email address specified above) will be accepted in reference to this RFQ.

1.0 SCHEDULE OF EVENT

Pre-Submittal Meeting: NOT APPLICABLE

Deadline for Written Questions: 5:00 p.m., **Wednesday, November 17, 2021**

Deadline for Submittal & Qualifications Opening: 2:00 p.m., **Thursday, December 9, 2021**

City of Sweetwater,
City Hall City Clerk's
Office 500 SW 109
Avenue, 3rd Floor
Sweetwater, FL
33174



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

2.1 GENERAL CONDITIONS

THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR QUALIFICATIONS.

2.2 DEFINITIONS

2.2.1 We/Us/Our/City

These terms refer to the City of Sweetwater, Florida. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

2.2.2 Respondent

Any business entity submitting a response to this solicitation.

2.2.3 RFQ

Means this Request for Qualifications including Exhibits, Appendices and Attachments, and all addenda thereto.

2.2.4 Short List

Respondents selected pursuant to this RFQ to submit proposals in response to the RFQ.

2.2.5 Qualifications

The written, sealed document submitted by the Respondent according to the RFQ instructions. A response to this RFQ shall not include any verbal interactions with the City apart from submittal of formal written Qualifications.

2.2.6 Joint Venture Team

Team of sub-consultants led by a primary consultant.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

2.3 CLARIFICATION

Questions regarding this RFQ should be directed in writing by email, to the email address specified in this document. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Respondents. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Mayor's decision shall be final and conclusive.

2.2.1 WRITTEN ADDENDA

If it becomes evident that this RFQ must be amended, the City will issue a formal written addendum to all known prospective Respondents, which shall be signed and acknowledged by all Respondents, attached to bid submissions, and shall become part of the terms of this package. If necessary, a new Qualifications opening date may be established by addendum.

2.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Respondents for the preparation of Qualifications related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

2.4 EXAMINATION OF DOCUMENTS

The Respondent must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent may request clarification by written request to the email address specified in this document. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City as having received the RFQ documents. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification is made.

2.5 FORMAT AND SIGNATURES

To receive consideration, responses to this RFQ shall be submitted on the forms as provided by the City. This Request for Qualifications shall be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Qualifications must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the Request for Qualifications may be attached behind the Solicitation Response form. Copies may be obtained from the City Clerk, 500 SW 109 Avenue, 3rd Floor, Sweetwater, FL 33174. Responses by corporations must be executed in the corporate name by the President or other



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Responses by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature

2.6 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the opening of RFQ responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

2.7 WITHDRAWAL OF QUALIFICATIONS

A Respondent may, without prejudice, withdraw, modify, or correct the response to this RFQ after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening Qualifications. The original response as modified by such writing will be considered as the Qualifications submitted by the Respondent. No oral Qualifications modifications will be considered.

2.8 RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS

The City reserves the right to reject any and/or all responses to RFQ or sections thereof, and waive any technicalities, errors or omissions. As a matter of information, the City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any responses; which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Request for Qualifications itself does not in any way constitute a contractual agreement between the City of Sweetwater and the Respondent. However, the contents of the offered document, as well as the proposed documents, may be used for details of the actual agreement between the Respondent and the City of Sweetwater. Furthermore, the City reserves the right to award without further discussion.

2.9 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Request for Qualifications prior to delivery, it



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

shall be the responsibility of the Respondent to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

2.10 INQUIRIES

Any questions regarding this RFQ should be directed in writing via email at: bids@cityofsweetwater.fl.gov. All inquiries shall have in the subject line the following: **"Professional General Engineering and Architectural Services RFQ-2021-01."**

Respondents requiring clarification or interpretation of the RFQ must submit them via e-mail on or before 5:00 p.m., **Wednesday, November 17, 2021**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Respondents.

2.11 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit and substantiate their Qualifications to provide Professional General Engineering and Architectural Services to the City of Sweetwater. The City of Sweetwater desires to retain one or more professional consultant(s) or joint ventures to provide professional services "as required" under a general professional services contract to perform work as-needed, or on a rotational basis. Interested consultant firms, individuals and/or joint ventures shall be qualified pursuant to State law. The selected consultant(s) must be presently located or willing to establish an office in Miami-Dade County. This statement describes and defines in general the services required.

2.12 DUE DATE

All Qualifications are due no later than **Thursday, December 9, 2021**, at 2:00 p.m. EST at the City Clerk's Office, City Hall, 500 SW 109 Avenue, 3rd Floor, and Sweetwater, FL 33174. All Qualifications received will be publicly opened on the date and time specified. All Qualifications received after that time shall be returned, unopened.

One (1) original, five (5) hard copies of the proposal (clearly identify the original), and one (1) thumb drive containing a PDF copy of all materials submitted in the Request for Qualifications and must be submitted in separate three-ring binders. Additionally, all materials shall be enclosed in a sealed envelope, box or container and shall have "RFQ-2021-01 Advertisement for Professional General Engineering and Architectural Services," and the name of the respondent clearly written on the exterior of the envelope or package. The City reserves the right to waive any informalities or irregularities in any proposal, and to reject any and all proposals in whole or in part, re-bid or suspend/cancelled the bidding process. EMAILED OR FAXED Qualifications will *not* be accepted.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Qualifications shall be decided in the favor of the City of Sweetwater. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Qualifications. The City of Sweetwater cannot be responsible for Qualifications received after opening time and encourages early submittal. Qualifications received by the City after the time specified for receipt will not be considered.

3.0 SPECIAL CONDITIONS

3.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3.2 LICENSING

All prime respondents shall provide at the end of the submittal, a copy of their local occupational/business license and State registration demonstrating the firm's authorization to transact business in the State of Florida. Florida State registration can be downloaded and printed via www.sunbiz.org.

3.3 ATTACHED FORMS

3.2.1 Non-Collusion Affidavit

Each Prime Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Statement of Qualifications. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Respondent has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

3.2.2 Americans with Disabilities

As part of any Statement of Qualifications, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

3.2.3 Compliance with Equal Employment Opportunity

The Prime Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

3.2.4 Public Entity Crimes

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 Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

3.3 COMPLIANCE WITH ORDERS AND LAWS

Successful Respondents/Parties shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to employment practices, rate of pay or other compensation methods, and training).

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes.

Uniform Commercial Code (Florida Statutes, Chapter 672).

American with Disabilities Act of 1990, as amended.

Cone of Silence, City Provision Code.

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Anti-kickback Affidavit

Drug-free Affidavit

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Sweetwater (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Commission members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or Statement of Qualifications is submitted and may be further disqualified from submitting any future bids or Statement of Qualifications for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a Statement of Qualifications herein to City or providing goods or services to City.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

3.4 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Commission, City's professional staff including, but not limited to, the Mayor and their staff, any member of the City's selection or evaluation committee. The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the Mayor makes his or her written recommendation to the City Commission. However, if the City Commission refers the Mayor's recommendation back to the Mayor or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the Mayor will make his/her recommendation to the City Commission.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection of evaluation committees;
- (3) Public presentations made to the City Commission during any duly noticed public meeting;
- (4) Written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

- communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) Communications with the City Attorney and his or her staff;
 - (6) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;
 - (7) Any emergency procurement of goods or services pursuant to City Code;
 - (8) Responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFQ;
 - (9) Contract negotiations during any duly noticed public meeting;
 - (10) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the Mayor and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the City Commission and/or Mayor.

3.5 Florida Government in the SUNSHINE LAW

The City of Sweetwater is subject to the Florida Sunshine Act and Public Records Law. By submitting a Request for Qualifications, Respondent acknowledges that the materials submitted with the RFQ and the results of the City of Sweetwater evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its Request for Qualifications submission.

3.6 CANCELLATION

In the event any of the provisions of this bid are violated by the Respondent, the Mayor shall give written notice to the Respondent stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission of Sweetwater, Florida reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

3.7 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Sweetwater.

4.1 INSTRUCTIONS FOR PREPARING SUBMITTALS

4.2 RULES FOR SUBMITTALS

The submittal must name all persons or entities interested in the submittal as principals. The submittal must declare that it is made without collusion with any other person or entity submitting a submittal pursuant to this RFQ. Each firm shall only submit once as a prime and may participate as a sub-consultant on more than one team. City will accept all Architects and Engineers as prime; however, preference will be given to Civil Engineering or Architectural firms that submit as prime. City shall only consider a joint venture team or firm that provides all disciplines requested in the RFQ.

4.3 SUBMITTAL FORMAT

Submittals shall prepare their submittals using the following format and should include, but not be limited, to the following:

4.3.1. Letter of Transmittal

- a.) This letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely perform the work.
- b.) The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.

4.3.2. Statement acknowledging receipt of each addendum issued by the City.

4.3.3. Qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission should include:



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

A. Binder and Labeling/Marking Requirements

All materials shall be enclosed in a sealed envelope, box or container and shall have "RFQ-2021-01 Advertisement for Professional General Engineering and Architectural Services," and the name of the respondent clearly written on the exterior of the envelope or package.

B. Title Page

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "Professional General Engineering and Architectural Services RFQ # 2021-01."

C. Table of Contents

Include a clear identification of the material by section and/or by page number.

D. Qualification Statement

The Qualification Statement shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. The Qualification Statement should be delivered in two parts. The first part is the technical submittal that shall consist of subsections (1) through (5) where subsections (1) thru (3) shall be no more than 10 pages single-sided. Where (1) thru (3) contain more than the 10 page limit, the evaluation committee shall be instructed to disregard all pages in excess of the limitation. The table of contents shall not count toward the 10 page limit. The second part is all standard forms fully executed by an authorized officer of the Respondent. The technical submittal should be divided into subsections as described below.

1. Executive Summary

Provide a brief summary describing the Respondent's approach to the work called for by the RFQ, Respondent's ability to perform the work requested, and the Respondent's background and experience in providing similar services. This summary should be brief and concise to advise the reader of the basic services offered, experience of Respondent's staff, and any other relevant information. A Project/Client Manager should be provided and assigned to manage all aspects of this work.

2. Respondent's Experience

Describe the Respondent's organization; history and background; tax status; principals, officers, owners, board of directors and/or trustees; the primary markets served; the total



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

current number of employees; the current number of professional employees by classification; and state the number of years that the Respondent has been in business.

3. Respondent's Past Performance

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five years. The description should identify for each project (I) the client, (II) description of work, (III) total dollar value of the contract, (IV) contract duration, (V) customer contact person and phone number of reference, (VI) statement or notation of whether Respondent is/was the prime Consultant or subcontractor or sub-consultant, and (VII) the results of the project.

4. Organization Chart

Provide an organization chart showing all key individuals (including the Project/Client Manager) assigned to their area of responsibility, including their company, title, years of experience and years employed in current title at present or former firms. This chart can be provided on either an

8.5 x 11 or 11 x 17 sheet and must clearly identify the Respondent's employees and those of the subconsultants. Copies of professional licenses for pertinent key personnel (including subconsultants) that will provide services on this RFQ should be included following the organizational chart.

5. Provide the appropriate SF 330 in support of the services requested by this RFQ. SF 330 can be downloaded from www.gsa.gov.

◆ For joint venture teams:

- No formal joint venture contracts or agreements are required between Prime and team of subconsultants.
- Prime shall submit Section A, B, C and D of SF 330 Part I on behalf of joint venture team.
- Information for both Prime and Subconsultants shall be submitted in sections E, F, G and H of SF 330 Part I
- Both Prime and Subconsultants shall submit Part II of S.F. 330



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

- All resume information shall be provided as part of SF 330, Part 1, Section E, "Resumes of Key Personnel Proposed for this contract". Resumes of Key Personnel from the prime firm should also be included in the submittal as required on the attached Contact Information Worksheet.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

END OF SECTION



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

5.1 STATEMENT OF WORK

5.2 SCOPE

The services to be provided by the consultant(s) will be: (1) General Consulting Services whereby the consultant(s) may serve as advisor, administrative consultant or technical consultant to the City. The consultant(s) will be asked to act as a technical resource supporting and supplementing City Staff. (2) Services could also be project specific and will be assigned on a work-order basis, whereby the consultant(s) will be asked to prepare planning documents, engineering studies, construction plans and specifications and/or provide construction management services for specific projects as defined by the City. The construction management services or Construction Engineering Inspection (CEI) may be provided for projects completed by the consultant(s), completed by another consultant(s) or in support of projects completed by City staff. Other professional services to be provided may include, and not be limited to, architectural services for miscellaneous projects; planning including land and/or space planning; design and/or construction management projects; such as roadways, drainage, structural, bridge, electrical, mechanical, traffic engineering, civil/site planning, water and sewer, environmental assessments and engineering, land use and zoning, architectural design, landscaping design, economic analysis including life-cycle costs and value engineering, construction management, and project management. From time to time, consultants may be asked to assist the City in project coordination meetings with other municipalities, regulatory agencies, and developers, local and state governments. The selected consultant(s) shall provide the City of Sweetwater the following services.

A. Drainage/Stormwater Improvements

Includes, but by no means limited to, the analysis, estimates, calculations, design and all other related components needed to construct stormwater drainage system(s) and improvements in residential, commercial, government and other areas of the City of Sweetwater to permanently eliminate flooding, property damage and even loss of life.

B. Roadway and Drainage Design:

Includes roadway design and drainage analysis needed to prepare a complete set of roadway construction plans including drainage calculations and design, traffic control, maintenance of traffic, street lighting, permits applications and processing, as well as technical specifications, bid documents and tabulations. All documents are to be signed and sealed by a Professional Engineer registered in the State of Florida.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

C. Structural Design:

Includes the design, calculations and analysis needed to prepare a complete set of construction documents for bridge structures, retaining wall, culverts, building structures, as needed including foundation designs. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

D. Traffic Study and Transportation Engineering:

Includes field data collection and analysis for the preparation of traffic studies including, but not limited to: Intersection and roadway capacity analysis; signal warrant studies; signal timing analysis and design; traffic circulation studies; traffic calming studies; trip generation; forecasting and assignment; as well as pavement markings and signing. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

E. Civil site planning and design including land use:

Includes the preparation of site plans as required by the City. Consultant should be able to prepare comprehensive land use and zoning studies and recommendations as requested by the City Planning Department. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

F. Environmental Engineering:

Includes field data collection, site investigations, environmental assessments and design as needed to prepare remediation plans for underground storage tanks, hazardous waste materials, asbestos removal, wetland mitigations, endangered species evaluations and permit applications. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

G. Land use and zoning:

Includes the preparation and revision of amendments to the City's comprehensive master plan to guide development within the City. Review development proposals to verify compatibility with the City's concurrency thresholds and requirements to meet the comprehensive plan. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

H. Building Remodeling and/or New Construction:

Includes the conceptual design, structural, mechanical, electrical calculations and final design layouts and sketches necessary to prepare a complete set of building plans and specifications (bid documents) for municipal buildings, maintenance facilities, recreation buildings and any other city facilities. All documents to be signed and sealed by a Professional Engineer and/or Registered Architect registered in the State of Florida.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

I. Plans Review and Permitting:

Includes the architectural and engineering reviews necessary to confirm plans prepared by individuals or consultants to applicable building and zoning codes, fire codes and Americans with Disabilities Act requirements. Consultant personnel would work under the supervision of the Public Works Director and Building Official of the City. Provides recommendation of approval to City's Public Works Director and Building Official charged with issuing permits.

J. Building/Threshold Inspections:

Includes specialized architectural and engineering services required for the inspection of construction projects including but not limited to structural, building, plumbing, mechanical, electrical, roofing in accordance with the requirements of the applicable building codes. Personnel assigned by the consultant(s) to this function must be qualified in accordance with State law.

K. Contract Administration:

Includes engineering services necessary for the analysis of construction schedules, construction delay claims, change orders, preparation of progress and final payment estimates, contract correspondence, preparation of minutes for various meetings and public information programs.

L. Material Inspection:

Includes laboratory analysis of asphalt, mineral aggregates, concrete, soils and steel, water, sewage, field sampling for laboratory analysis and submission of certified reports as required by the City.

M. Project Management:

Includes engineering management services necessary for the management, supervision of design and construction schedules, analysis of design concepts that may include value engineering responsibilities, supervise the preparation of engineering studies, engineering plans and specifications, contract coordination and correspondence, preparation of minutes for various meetings including but not limited to utility coordination and pre-construction meetings, and public information programs.

N. Landscape Design:

Preparation of landscape plans (conceptual thru final drawings and specifications) including tree selection, tree identification and biology, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance.

O. Debris Monitoring Services

Includes, but by no means limited to, monitoring the following: field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

storage site management, debris management, final disposal of debris to an approved facility, and any other pertaining work/tasks.

P. Design of Parks, Fields, Plazas, Recreational and Open Spaces

Includes, but by no means limited to, designing the following: Playground equipment, artificial turf, pedestrian and bicycle paths, green spaces, water features, benches or seating essentials and any other pertaining design work/tasks.

The consultant shall have an excellent understanding of the documentation involved for the reimbursement(s) from FEMA, FHWA, or other Federal Agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The process and documentation required will be in strict compliance with FEMA, FHWA, or other federal agencies and other state relief programs regulations regarding edibility.

END OF SECTION



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

6.1 EVALUATION

6.2 GENERAL OVERVIEW

The City's selection committee will evaluate submittals and will select the respondent which meets the best interests of the City. The City shall be the sole judge of its own best interests, the submittals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to judge the Submittals submitted in response to this Request for Qualifications in order to establish the most advantageous respondent, further identified as the #1 respondent or highest-ranked. Each submittal will be evaluated by each Selection Committee member using the procedures outlined herein.

Following the opening of the submittal packages, the documents will be evaluated by a Selection Committee composed of at least three but no more than five individuals and ranked in the order of the most responsive and responsible Respondent. The criteria for ranking will be as follows:

- Experience and Past Performance of Firm/Team Members – 25 points
- Drainage/Stormwater projects/design experience – 25 points
- Quality and Completeness of Submittal – 10 points
- Experience within the City of Sweetwater and knowledge of local conditions – 40 points

The Mayor has the right to determine that a number of firms should be short-listed, and that presentations may be required from those firms. In this event the firms will be contacted and given a minimum of five days to prepare a presentation. If presentations are necessary those presentations will be ranked using similar criteria and the scoring combined with the original tabulation for a final ranking.

6.3 TIE PROPOSALS

Whenever a tie occurs for the top ranking position after the evaluation, the selection committee will review the time-stamp of the submittal of the RFQ to determine the earliest received RFQ. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

6.4 SELECTION PROCESS AND AWARD OF CONTRACT

The City anticipates entering into contracts with the firms deemed responsive and responsible and determined by the City to be most advantageous. The City anticipates selecting a minimum of two (2) firms but reserves the right to select more than three (3) if in the best interest of the City to do so.

The respondent understands that this RFQ does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the respondent have been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Respondent determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

6.4 TERM

The selected Respondent must agree to abide by and be governed by the City of Sweetwater Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the City will not be prevented in any manner from retaining other firms at its sole discretion. The selected respondent shall enter into a five (5) year term agreement with option to renew for two (2) additional year periods.

The City reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

6.5 TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

City shall have the right to terminate this Agreement or suspend performance thereof without cause for the City's convenience upon thirty (30) days written notice to, and shall terminate or suspend performance of services on a schedule acceptable to City or at the end of this thirty (30) day period, at the option of the City. In the event of termination or suspension for City's convenience, City shall pay for all services performed through the date of notice of termination or suspension.

7.0 Required Forms

(These forms shall be completed by the Prime Respondent only.)

The remainder of page intentionally left blank



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

STATEMENT OF NO RESPONSE

RFQ NO. 2021-01

**RESPONDENTS TO THIS OPPORTUNITY MAY WRITE "N/A" ON THIS FORM, OR
MAY OMIT IT FROM THEIR RESPONSE.**

If you are not proposing on this service/commodity, please complete and return this form to:
City of Sweetwater – City Clerk’s Office 500 SW 109 Avenue, 3rd Floor, Sweetwater, FL 33174.
Failure to respond may result in deletion of your firm’s name from the qualified vendor list for
the City of Sweetwater.

COMPANY NAME:

ADDRESS:

TELEPHONE:

SIGNATURE:

DATE:

We, the undersigned have declined to submit a response on the above because of the
following reasons:

- Specifications/Scope of Work too “tight”, i.e., geared toward brand
or manufacturer only (explain below)
- Insufficient time to respond
- We do not offer this product, service or an equivalent
- Our schedule would not permit us to perform
- Unable to meet bond requirements
- Specifications unclear (explain below)
- Other (specify below)

REMARKS:



[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

Solicitation Response Form

**RESPONDENTS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED BOX OR PACKAGE
CONTAINING ALL OF THE SUBMITTALS.**

Name: RFQ# 2021-01 General Engineering and Architectural Services

Due Date: Thursday, December 9, 2021 at 2:00 p.m.

Delivery Location: City of Sweetwater

City Clerk's Office 500
SW 109 Avenue, 3rd
Floor Sweetwater, FL
33174

Submitted by: __

(name of company and address) __

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by:

of originals: # of copies: # of thumb drive:



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

**CERTIFICATION OF SOLICITATION REQUIREMENTS
RFQ NO. 2021-01**

**RESPONDENTS MUST COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKET.
FAILURE TO INCLUDE SHALL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE.**

COMPANY NAME:

ADDRESS:

TELEPHONE:

SIGNATURE:

DATE:

We, the undersigned, have carefully read and understand all the requirements of the solicitation including but not limited to the sections specified below. Please initial next to each requirement below:

- _____ Solicitation Response Form (previous page)
- _____ Section 2.5 Format and Signatures
- _____ Section 2.10 Inquiries
- _____ Section 2.12 Due Date
- _____ Section 1.0 Schedule of Events
- _____ Section 3.2 Attached Forms / Certifications
- _____ Section 4.0 Instructions for Preparing Submittals
- _____ Section 5.0 Statement of Work

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

VENDOR'S SIGNATURE NAME OF COMPANY VENDOR PRINT NAME

_____ VENDOR'S SIGNATURE

_____ PRINT VENDORS NAME



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

CONTACT INFORMATION WORKSHEET
(To be completed by prime respondent) RFQ NO. 2021-01

COMPANY/AGENCY/FIRM NAME:

ADDRESS:

BUSINESS EMAIL ADDRESS:

PHONE No.:

CONTACT PERSON & TITLE:

CONTACT EMAIL ADDRESS:

PHONE No.:

BUSINESS HOURS:

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE BUSINESS IS A:

(circle one) PARENT / SUBSIDIARY / OTHER

DATE BUSINESS WAS ORGANIZED/INCORPORATED:

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from
address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF
THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE: _____ DATE: _____



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

**BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)**

RFQ NO. 2021-01

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Sweetwater ("City") are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name: _____

Address: _____

Ownership

_____ %

_____ %

_____ %



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known OR
Produced identification

Notary Public-State of _____

Type of Identification

My commission expires:

Printed, typed, or stamped commissioned name of Notary Public



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

RFQ NO. 2021-01

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the City Of Sweetwater, Florida by: (print individual's
name and title)

for: (print name of entity submitting sworn statement)

whose business address is: and (if applicable) its Federal
Employer Number (FEIN)

is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: ____ - ____ - ____)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to
continue to comply with, and assure that any subcontractor, or third party contractor under this
project complies with all applicable requirements of the laws listed below including, but not
limited to, those provisions pertaining to employment, provision of programs and services,
transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC
1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public
Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV,
Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section
553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

SIGNATURE

Sworn to and subscribed before me this ___ day of _____, 20 ____.

Personally known OR

Produced Identification Notary Public- State of _____

My commission expires:

Printed, typed, or stamped commissioned name of Notary Public



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

NON-COLLUSION AFFIDAVIT

RFQ NO. 2021-01

State of _____

SS

County of _____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the

(Owner, Partner, Officer, Representative or Agent) of the BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

_____ By:

(Printed Name)

(Title)

ACKNOWLEDGMENT



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

State of Florida

County of

On this the ___ day of ___, 2021, before me, the undersigned Notary

Public of The State of Florida, personally appeared _____ and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

New notary jurats must include statement as follows:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (day) ___ of, (year) ____, by (name of person acknowledging) _____.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages: Number of Signatures Notarized:



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFQ NO. 2021-01

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to by
for whose business address is

and (if applicable)

its Federal Employer Identification number (FEIN) is (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

3. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
4. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH MAY 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

(Printed Name)



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

(Title)

Sworn to and subscribed before me this day of, 2021

Personally known Or Produced Identification Notary Public - State of My Commission Expires

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

New notary jurats must include statement as follows:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (day) ____ of, (year) _____, by (name of person acknowledging) _____.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

DRUG-FREE WORKPLACE PROGRAM

RFQ NO. 2021-01

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE: _____

NAME OF COMPANY: _____

VENDOR PRINT NAME: _____



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

ANTI-KICKBACK AFFIDAVIT

RFQ # 2021-01

STATE OF }

} SS:

COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Sweetwater, its elected officials, and or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

Title:

Sworn and subscribed before this

____ day of, 20

Notary Public

(Printed Name)

My commission expires:



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFQ # 2021-01

I, (Individual's Name) (Title)

of the, do hereby certify that (Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 3.2.3 of this document.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

Individual's Signature

Date



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

CONE OF SILENCE CERTIFICATION

RFQ # 2021-01

I, (Individual's Name) (Title)

of the, do hereby certify that (Name of Company)

I have read and understand the terms set forth under Section 3.4 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

Individual's Signature

Date



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

RESPONDENT'S CERTIFICATION

RFQ # 2021-01

I have carefully examined the Request for Qualifications, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Sweetwater or any other proposer is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Sworn to and subscribed before me this day of, 20

Signature

Name and Title, Typed or Printed

Mailing Address Notary Public

STATE OF _____

City, State and Zip Code

Telephone Number My Commission Expires

Acknowledgement of Addenda: Issued Addenda must be signed and submitted with response.



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

**RFQ SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP
RFQ # 2021-01**

The full names and residences of persons, partners or firms interested in the foregoing RFQ,
as principals are as follows:

Witness: Bidder:
(seal)

Firm Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone #

Attach a copy of proof of registration.



[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

RFQ SIGNATURE PAGE FOR
CORPORATION

RFQ # 2021-01

The officers of the Corporation are as follows:

Name Address

President Vice-President Secretary

Treasurer

Registered Agent

The full names and residences of stockholders, persons, or firms interested in the foregoing RFQ, as principals, are as follows:

Post Office Address Bidder

Corporate Name

President's Signature

Is this corporation incorporated in the State of Attest:

Yes No

Secretary

If no, give address of principle place of business:



[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]

INSURANCE REQUIREMENTS

Successful proposer shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award):

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

City of Sweetwater listed as an additional insured

Primary Insurance Clause Endorsement Contingent and Contractual Liability Premises and Operations Liability

II. Automobile Liability (If Applicable) \$1,000,000

Owned or Scheduled Autos, including Hired and Non Owned Autos City of Sweetwater listed as an additional insured

III. Workers Compensation

Statutory Limits- State of Florida

Employer's Liability

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

IV. Professional Liability/Error's & Omissions

A. Limits of Liability

Each Claim \$2,000,000

Policy Aggregate \$2,000,000 Retro Date Included



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

V. Umbrella Liability (Excess Follow Form)

A. Limits of Liability

Each Occurrence	\$2,000,000
Policy Aggregate	\$2,000,000
City of Sweetwater as an Additional Insured	

The above policies shall provide the City of Sweetwater with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

Exhibit "2"

Scope of Services and Project Schedule

[TO BE INSERTED]



CITY OF SWEETWATER

**PROFESSIONAL GENERAL ENGINEERING
AND ARCHITECTURAL SERVICES**

ADDENDUM No. 1

Project No: RFQ-2021-01

Date: 12/2/2021

TO: ALL PROSPECTIVE RFQ PROPOSERS

The following changes, additions, clarifications, questions/answers, and deletions amend the above-captioned RFQ/Contract documents and shall become an integral part of the bid responses and the subsequent contract.

Please note the contents and attachments herein, and affix same to the documents you have on hand:

Addition No. 1	<p>Notice to Bidder/ Prospective Consultant, the following is a clarification and/or addition to 6.1 Evaluation, 6.2 General Overview on page 22 of the RFQ package:</p> <ul style="list-style-type: none">- Experience and Past Performance of Firm/Team Members – 25 points- Drainage/Stormwater projects/design experience – 25 points- Quality and Completeness of Submittal – 10 points- Experience within the City of Sweetwater and knowledge of local conditions – 40 points <p>The above ranking criteria language shall replace the following:</p> <ul style="list-style-type: none">- Experience and Past Performance of Firm/Team Members – 25 points- Drainage/Stormwater projects/design experience – 25 points- Quality and Completeness of Submittal – 10 points- Experience within the City of Sweetwater and knowledge of local conditions/past record – 35 points- Firm certified minority business enterprise – 5 points
-------------------	--

**THE ADDENDUMS AND CONTENT ABOVE ARE AN ESSENTIAL PART OF THE
RFQ/CONTRACT DOCUMENT AND SHALL BE MADE A PART THEREOF.**

This addendum shall be signed and dated by the proposer and submitted as proof of Receipt with the submission of qualifications. By identifying the addendum number in their proposal and by signing and submitting, the proposer provides the proof of receipt of this addendum.

(Name of Company)

(Printed Name and Title)

(Signature)

(Date)

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**



**[REQUEST FOR QUALIFICATIONS PROFESSIONAL GENERAL
ENGINEERING AND ARCHITECTURAL SERVICES RFQ # 2021-01]**

EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]



CITY OF SWEETWATER

**PROFESSIONAL GENERAL ENGINEERING
AND ARCHITECTURAL SERVICES**

ADDENDUM No. 2

Project No: RFQ-2021-01

Date: 12/6/2021

TO: ALL PROSPECTIVE RFQ PROPOSERS

The following changes, additions, clarifications, questions/answers, and deletions amend the above-captioned RFQ/Contract documents and shall become an integral part of the bid responses and the subsequent contract.

Please note the contents and attachments herein, and affix same to the documents you have on hand:

<p>Change/ Addition No. 1</p>	<p>Notice to Bidder/ Prospective Consultant, the following is a clarification and/or change to 1.0 Schedule of Event, on page 4 of the RFQ package:</p> <p>Deadline for Submittal & Qualifications Opening: 2:00 p.m., Thursday, December 9, 2021</p> <p>The above ranking criteria language shall be replaced by the following:</p> <p>Deadline for Submittal & Qualifications Opening: 2:00 p.m., <u>Wednesday, December 22, 2021</u> (RFQ Packages shall not be submitted earlier than Monday, December 20, 2021)</p>
<p>Change/ Addition No. 2</p>	<p>Notice to Bidder/ Prospective Consultant, the following is a clarification and/or change to 2.1 General Conditions, 2.12 Due Date, on page 8 of the RFQ package:</p> <p>All Qualifications are due no later than Thursday, December 9, 2021, at 2:00 p.m. EST at the City Clerk's Office, City Hall, 500 SW 109 Avenue, 3rd Floor, and Sweetwater, FL 33174. All Qualifications received will be publicly opened on the date and time specified. All Qualifications received after that time shall be returned, unopened.</p> <p>The above ranking criteria language shall be replaced by the following:</p>

	<p>All Qualifications are due no later than Wednesday, December 22, 2021, at 2:00 p.m. EST at the City Clerk's Office, City Hall, 500 SW 109 Avenue, 3rd Floor, and Sweetwater, FL 33174. (RFQ Packages shall not be submitted earlier than Monday, December 20, 2021.)</p> <p>Qualifications received will be publicly opened on the date and time specified. All Qualifications received after that time shall be returned, unopened.</p>
<p>Change/ Addition No.3</p>	<p>Notice to Bidder/ Prospective Consultant, the following is a clarification and/or change to Solicitation Response Form, on page 26 of the RFQ package:</p> <p>Due Date: Thursday, December 9, 2021 at 2:00 p.m.</p> <p>The above ranking criteria language shall be replaced by the following:</p> <p>Due Date: Wednesday, December 22, 2021 at 2:00 p.m. (RFQ Packages shall not be submitted earlier than Monday, December 20, 2021)</p>

THE ADDENDUMS AND CONTENT ABOVE ARE AN ESSENTIAL PART OF THE RFQ/CONTRACT DOCUMENT AND SHALL BE MADE A PART THEREOF.

This addendum shall be signed and dated by the proposer and submitted as proof of Receipt with the submission of qualifications. By identifying the addendum number in their proposal and by signing and submitting, the proposer provides the proof of receipt of this addendum.

(Name of Company)

(Printed Name and Title)

(Signature)

(Date)

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**



January 3, 2024

Robert Herrada
Director of Planning and Economic Development
Mayor's Office
City of Sweetwater
500 S.W. 109 Avenue, 2nd Floor
Sweetwater, FL 33174

**RE: Professional Service Agreement for General Engineering and Architectural Services
RFQ No. 2021-01
Addition of Sub-Consultant**

Dear Mr. Herrada:

In accordance with Article 20.1 of the Professional Services Agreement executed on January 19, 2022 (RFQ No. 2021-01), **AMI Engineering, LLC** is hereby requesting the addition of the Sub-consultant **Compeling Solutions, Inc.** for support on Civil Engineering and Construction Engineering Inspections for miscellaneous right-of-way project in the City.

Attached as Exhibit A, please find a company profile and resume of the firm principle for Compeling Solutions, Inc.

If you have any questions or additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Francisco J. Alonso'.

Francisco J. Alonso, P.E.
President and Contract Project Manager



Compeling Solutions, Inc.
4129 Hardie Avenue
Miami, FL 33133
305-905-5082

COMPANY PROFILE

Compeling Solutions, Inc. (CSI), incorporated in 2009 and registered with the State Board in 2023, offers engineering consulting, project management, and construction administration services throughout Florida. Its President, Sean Compel, P.E., LEED AP, ENV SP, has been working with local municipalities and other government agencies for over 22 years. CSI's mission statement is to efficiently and effectively improve life and the world around us, and we always focus on helping clients meet their goals. Sustainable and unique approaches to project challenges provide our clients with optimal solutions that will continue to strengthen our already strong relationships.

Sean Compel, PE, ENV SP, LEED AP
President, Compeling Solutions, Inc.

Mr. Sean Compel has over 22 years of experience in the planning, design, permitting and construction of civil engineering and site development projects. He has served as project construction administrator and project manager for various roadway, drainage, water, sewer, underground electrical, building, and industrial projects. Clients include municipalities, state agencies, educational facilities, and private businesses. His experience in construction services has allowed him to effectively deliver projects satisfying all owner requirements and goals. Responsibilities during construction include permit compliance, product verification, quantity verification, schedule and claim reviews, and overall cost budgets and analysis.

EDUCATION

Bachelor of Science in Civil Engineering, University of Miami, Miami, Florida, 2002

REGISTRATIONS

Professional Engineer #66618, State of Florida

Envision™ Sustainability Professional (ENV SP) #16738, Institute for Sustainable Infrastructure, 2016

LEED Accredited Professional, U.S. Green Building Council, 2009-present.