

- Professional Consulting Services on Continuing Agreement Basis for Landscape and Architecture Design, General Civil Engineering, Roadway Traffic & Transportation Planning and Engineering Service, General Urban Planning Services, Electrical and Structural Engineering, Environmental Engineering, Fire Protection and Plumbing
- RFQ# 2021-11-008

REQUEST FOR QUALIFICATIONS

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Request for Qualifications – Professional Consulting Services on Continuing Agreement Basis for Landscape and Architecture Design, General Civil Engineering, Roadway Traffic & Transportation Planning and Engineering Services, General Urban Planning Services, Electrical Engineering, Structural Engineering, Environmental Engineering, Fire Protection and Plumbing

RFQ NO.:

2021-11-008

DUE DATE:

Tuesday, April 13th, 2021

at 3:00pm (Municipal Bldg.)

ISSUED:

Wednesday, March 17th, 2021

CONTACT PERSONS:

Dionisio Torres
Director of Public Service
DTorres@palmettobay-fl.gov

Litsy C. Pittser
Procurement Specialist
Village Manager's Office
Procurement Division
LPittser@palmettobay-fl.gov

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SECTION 1.0 ADVERTISEMENT



VILLAGE OF PALMETTO BAY REQUEST FOR QUALIFICATIONS FOR

Professional Consulting Services on Continuing Agreement Basis for Landscape and Architecture Design, General Civil Engineering, Roadway Traffic & Transportation Planning and Engineering Services, General Urban Planning Services, Electrical and Structural Engineering & Environmental Engineering, Fire Protection and Plumbing

RFQ # 2021-11-008

The Village of Palmetto Bay (the "Village") a municipality located in Miami-Dade County, Florida, is accepting sealed Responses from qualified firms or teams of firms (the Consultants) for Professional Services ("Services") for the Village. The services shall include but not limited to: Landscape and Architecture Design, General Civil Engineering, Roadway Traffic & Transportation Planning and Engineering Services, General Urban Planning Services, Electrical and Structural Engineering & Environmental Engineering, Fire Protection and Plumbing. Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, **no later than 3:00pm on or before Tuesday, April 13th, 2021**, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud. There will be a virtual mandatory pre-bid meeting on **Tuesday, March 23rd, 2021** directions to attend will be on the solicitation document.

To be considered, all interested parties must obtain the solicitation document(s) by going to our website www.palmettobay-fl.gov under Bids & RFP's and download the .pdf file (s). The Proposer needs to submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled "**Request for Qualifications – Professional Services on Continuing Contract Basis RFQ No. 2021-11-008.**" The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. Solicitation documents may be obtained on or after **Wednesday, March 17th, 2021 at 9:00 am**. If you have trouble downloading the .pdf bid document, please contact the Procurement Specialist at LPittser@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

END OF SECTION

- Professional Consulting Services on Continuing Agreement Basis for Landscape and Architecture Design, General Civil Engineering, Roadway Traffic & Transportation Planning and Engineering Service, General Urban Planning Services, Electrical and Structural Engineering, Environmental Engineering, Fire Protection and Plumbing
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SECTION 2.0 GENERAL INFORMATION

2.01 Purpose

The Village of Palmetto Bay (the Village), a municipality located in Miami-Dade County, Florida, wants to engage qualified firms or teams of firms (the Consultants) to obtain Professional Consulting Services in the following areas:

Landscape and Architecture Design, General Civil Engineering, Roadway Traffic & Transportation Planning and Engineering Services, General Urban Planning Services, Electrical and Structural Engineering & Environmental Engineering, Fire Protection and Plumbing. The objective of this solicitation is to select and enter into a multi-year Continuing Professional Services Contract with qualified professional service providers that fall into the categories specified on this request for qualifications. The successful professional Consultant shall be responsible for providing Professional Consulting Services at locations and times specified by the Village of Palmetto Bay; shall be completely responsible for the supervision of such personnel in accordance with contract documents and shall exercise exclusive control over persons employed to fulfill the contract requirements, in accordance with the RFQ specifications and related project.

The Village intends to execute a contract with the selected Consultants to provide on a rotating and as needed basis Professional Consulting Services. The Consultants will provide these Services on a non-exclusive basis. The Village does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Contract.

2.02 Eligibility – Minimum Requirements

- The selected firms, and sub-consultants, shall be registered in the State of Florida to perform the professional services requested in this RFQ. The firm shall have State of Florida registered professionals license for specified fields. (i.e. Professional Engineer, etc.);
- The selected firms shall have been in business and have a minimum of five (5) years' experience in providing the professional services contemplated under this RFQ.
- Contract Manager shall be licensed in the State of Florida to provide at least one of the services categories/disciplines listed: have a minimum 10 years' experience with municipal professional service contracts.
- Project Manager for each service category/discipline must be licensed in the State of Florida as a Professional Engineer and have a minimum of seven (7) years' experience in the applicable professional service category/discipline and have served as Project

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Manager on similar projects on a minimum of three (3) previous occasions. Certification with FDOT is a plus and will be greatly taken into account.

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the consultant responding to the solicitation must have successfully provided services similar to those listed under Section 4.01 of this RFQ. Each Consultant shall meet all legal, technical, and professional requirements for providing the requested services.

The respondents shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Village reserves the right to make investigations of the respondents' qualifications or any of its sub-consultants, to contact former employers or clients to confirm qualifications as it deems appropriate.

2.03 Schedule of Events

Estimated Schedule

The Village anticipates that RFQ activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposals Legal Advertisement	March 17 th , 2021	
**Mandatory Pre-Proposal Meeting (Virtual) Village of Palmetto Bay Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	March 23 rd , 2021	10:00am
Last Date for Submittal of Written Questions Prior to Proposal Due Date	April 7 th , 2021	3:30pm
Proposals Due Attn: Missy Arocha, Village Clerk Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	April 13 th , 2021	3:00pm or earlier
Announcement of Short-listed Firms	TBD	
Oral Presentations	TBD	
Selection of Consultant Firms	TBD	

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****Please RSVP five (5) days in advance to attend the Mandatory Pre-Bid Meeting to LPittser@Palmettobay-fl.gov, the Village IT Department will send instructions to attend. Please have only one attendee to represent your Consultant Firm.**

The Village reserves the right to change the timeline. Dates are Subject to Change.

2.04 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Contractor and the Procurement Specialist named herein Contractor solicitation is exempt from the Contractor Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

2.05 Right of Rejection

The Village intends to award a contract to the Consultant that demonstrates the highest level of expertise and capabilities to provide the requested services. The Village reserves the right to reject any and all proposals or to re-issue the RFQ when such action shall be considered in the best interest of the Village.

The Village reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the Village determine in sole and absolute discretion that such changes are necessary. The Village also reserves the right to approve all individuals and firms, if any, to be retained by Consultant.

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2.06 Post Bid Information

- (a) Protest Procedures: With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, ITB or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing in compliance with the provisions of and time periods contemplated in the Village's protest procedures under Chapter 2, of the Village's Code of Ordinances. The notice of decision to award a solicitation will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting or upon the issuance of the Village Manager's recommendation at least five (5) days prior to the award. Any person who is adversely affected by the Village's decision shall file with the Village a notice of intent to protest in compliance with Chapter 2 of the Village's Code of Ordinances. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of any claim or protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- (b) Cancellation: Failure on the part of the Consultant to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award or a determination of non-responsiveness under 2-17(k).
- (c) Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Village Department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department of the Village Manager with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the consultant, which shall be binding on both parties.

2.07 Questions

All requests for information and/or clarification should be submitted in writing to:

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
Village Manager's Office, Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: Lpittser@palmettobay-fl.gov

Questions regarding this RFQ must be submitted no later than **3:30 p.m. EST on April 7th, 2021**. All responses to questions will be shared with the other Consultants registered as interested in the project.

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2.08 Addenda

If the Village finds it necessary to add to, or amend this document prior to the proposal submittal deadline, the Village will issue written addenda/addendum and distribute it to all persons attending the Meeting. Each respondent must acknowledge receipt of each addendum by signing the acknowledgement and providing it with their Response.

2.09 Development/Presentation Costs

The Village shall not be liable for any costs, fees, or expenses incurred by any respondent in preparing and responding to this RFQ, subsequent inquiries or presentations relating to its response. All presentations shall become property of the Village.

2.10 Certification

The signer of the Response (to this RFQ) must declare by signing the required forms that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

2.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

2.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

2.13 Performance Evaluation

At the end of the contract, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

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2.14 Contracting with Village Employees or Board Members

Any Village employee, Board member or member of his or her immediate family seeking to Contract with the Village shall seek a conflict-of-interest opinion from the Village Manager or his designated representative prior to submittal of a response or application of any type to Contract with the Village. The affected employee or Board member shall disclose his or her assigned function within the Village and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with Village employees or board members, and provides as follows:

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be affected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder; and
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

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2.15 Non-Discrimination

The Village of Palmetto Bay does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to 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.

2.16 Term of Agreement

The Contract is contemplated for a period of three **3 years** with an option to extend the agreement for **(2) two additional (1) year terms**. At the end of the three-year Contract, it is up to the Village to extend to the Consultant the option to renew.

2.17 Permits, Taxes, Licenses

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this Contract.

2.18 Laws, Ordinances

The Consultant shall observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and professional standards that would apply to this contract.

2.19 Insurance

Prior to execution of an agreement with the Village, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement. Under "F.S. 337.106".

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The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance (Errors and Omissions) in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Village from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

2.20 Licenses and Permits

The Professional Consultant will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Miami-Dade County and the Village of Palmetto Bay ordinances, orders, codes, laws, rules, regulation, directives, and guidelines. All licenses will need to be active during the duration of the Continuing Service Contract.

2.21 Default/Failure to Perform

The Village of Palmetto Bay shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Professional Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

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Upon default by the successful Consultant to meet any terms of this Request for Qualification submittal, related agreement, and work authorization(s) The Village of Palmetto Bay will notify the Consultant three (3) days (Fridays, Saturday, Sundays, and National Holidays excluded) to remedy the default. Failure of the Consultant's part to correct the default within the required three (3) days shall result in the contract being terminated and upon The Village of Palmetto Bay notifying in writing the Professional Consultant of its intentions and the effective date of the termination. The following shall constitute a default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin work under this contract within the specified time.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Professional Consultant incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms and conditions set forth on the Contract.
- Failure to pay sub-consultants or others pursuant to work done under this Contract.

In the event of default of the contract, the successful Professional Consultant shall pay the entire Village's attorney fees and court costs incurred in collecting any damages. The successful Professional Consultant shall pay the Village of Palmetto Bay for any and all the costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. The extent of a conflict with this provision and the contract the Consultant enters into the terms and conditions of the contract shall control.

2.22 Instructions – Awarded Professional Consultants:

Invoices submitted shall include Purchase Order Number and shall be submitted to the appropriate Department that requested the service.

2.23 Indemnification:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend The Village of Palmetto Bay, its agents, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the

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successful bidder/proposer, its sub-consultants, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

2.24 Records and Audits:

The Professional Consultant shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The professional Consultant shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the Contract term for the period of three (3) years.

2.25 Ownership of Work Products:

All work products, including all electronic and non-electronic plans, notes, drawings, studies, calculations, sketches, and other documents produced on behalf of the Village of Palmetto Bay by any individual or firm, are the property of the Village of Palmetto Bay and shall be provided to the "Village" prior to final payment.

All documents, reports, drawings, information (verbal or written) and other data (collectively "Proprietary Information") furnished to the Professional by the "Village" shall remain the sole property of the "Village" and shall not be sold, licensed, transferred, disclosed, or otherwise made available to any person or firm with the written consent of the Village of Palmetto Bay.

END OF SECTION

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SECTION 3.0 INSTRUCTIONS TO BIDDERS

3.01 Introduction

The purpose of this Request for Qualifications (RFQ) is to establish a multi-year Contract for the provision of Professional Consulting Services and related service categories, as and when needed, and in accordance with Section 287.055, of the Florida Statutes. The successful Professional Consultant shall be responsible for providing Professional Consulting Services at the locations and times specified by the "Village"; shall be completely responsible for the supervision of such personnel in accordance with the contract specifications, terms, and condition's, shall exercise exclusive control over persons employed to fulfill these Contract requirements, in accordance with the RFQ specifications and related Contract.

Consultants will have the option of submitting qualifications for one (1) or any combination of Professional Consulting work listed in Section 4.0. **These firms and individuals "Professional Consultant"** shall be duly licensed and registered to practice in the State of Florida, and desire to render such services to the "Village".

Florida law requires the "Village" to make a determination of a Consultant's qualification to perform professional engineering consultant work prior to engagement. The information submitted by each Consultant in the written RFQ response, and the information gleaned from the oral interview process will be used by the "Village" to make this determination.

To fulfill the needs of quick response and professional expertise, the Village intends to retain five (5) Consultants in each Service/Discipline Area(s).

3.02 Instructions for Submitting:

Firms shall submit one (1) original, one (1) copy and (1) electronic copy, cd, or flash drive of their complete proposal(s). The entire submittal and all its copies will need to be marked on the outside of the envelope, box for example:

Attn: Missy Arocha, Village Clerk
RFQ # 2021-11-008
Professional Consulting Services on Continuing Contract Basis
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

(Proposal(s) need to be in our possession no later than 4/13/2021 on or before 3:00pm EST)

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SECTION 4.0 SCOPES OF SERVICES

4.01 Scope of Services

In accordance with Florida Statute 287.055, Consultants' Competitive Negotiations Act (CCNA) the Village of Palmetto Bay seeks to identify firms with substantial experience and capabilities to perform Continuing Professional Architectural and Engineering Consulting Services on an open-end continuing services basis.

Firms will not be limited to one professional category. Respondents must designate which professional category is being proposed (see attached Discipline Form). Any professional services awarded through this RFQ will be for projects that do not exceed \$2,000,000 in basic construction cost and for study activity if the fee for professional services for each individual study does not exceed \$200,000. These threshold requirements are pursuant to Florida Statute 287.055. Village is soliciting proposals on behalf of the various Village Departments, on an as-needed basis, to obtain the services of qualified firms for Continuing Professional **Landscape and Architecture Design, General Civil Engineering, Roadway Traffic & Transportation Planning and Engineering Services, General Urban Planning Services, Electrical and Structural Engineering & Environmental Engineering, Fire Protection and Plumbing.**

The Village shall select five (5) Consultants for each professional service from each category of disciplines. Each selected Consultant shall enter into a multi-year Contract with the Village. After award of Contract as each project is identified, the awarded firm within the required discipline(s) will be requested to submit cost.

No guarantee is expressed or implied as to the total services to be purchased under this RFQ. Award of a Consultant does not guarantee any future work to be awarded.

In the event a Consultant is selected for a specific project, the selected Consultant will be required to negotiate and execute a Project Agreement with the Village, which agreement may require Village Council approval by Resolution.

The Using Department will contact the Purchasing Department to evaluate the credentials of the approved Consultants to determine which Consultant is most qualified to perform the desired services requested by the Using Department.

4.02 SELECTION OF CONSULTANT FOR CONSULTING SERVICES: All awarded consulting firms shall be placed on a rotating list for the discipline awarded. The Village, at its discretion, shall use the rotating list to select a Consultant to place an order for the services required.

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- A. Effective with the award and establishment of this Qualification, a rotating list shall be established listing all of the qualified Consultants in an order to be determined by a drawing of lots.
 - B. When a particular Consultant service is required, as determined in the sole discretion of the Village, said order shall be offered to the first Consultant on the rotating list which offers the services.
 - C. If the selected Consultant, does not accept the order, including requirements, or if the Village in its sole discretion determines the Consultant cannot perform the work, or is not the most qualified, the next Consultant shall be offered the order, and this process shall be repeated until an order is accepted.
 - D. Once all Consultants on the rotating list have been offered or accepted an order, the next Consultant will be the first Consultant offered on the rotating list with the least dollar value awarded, for service on this contract.
 - E. This process will be repeated to equalize the dollar values awarded among all Consultants awarded under each discipline.

4.03 CODE REQUIREMENTS:

The Consultant and his or her sub-consultants (if applicable) on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Consultant shall ask for and receive any required inspections.

4.04 REQUIREMENT OF CONSULTANT

- A. Consultant shall perform all work identified in any Contract issued under this RFQ. The Parties agree that the scope of services for any Contract is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.
- B. Consultant and Village acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Contract, Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by Village to perform the work. Performance of work by Consultant

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outside the originally anticipated level of effort without prior written Village approval is at Consultant's sole risk.

- C. Consultant acknowledges and agrees that services under this RFQ are to be requested by Village on an as-needed basis only, and no representation or guarantee is made by Village to Consultant that Village will utilize Consultant's services exclusively or at all.
- D. Consultants interested in performing these services must exhibit considerable relevant experience with this type of work and should emphasize both experience and capability of particular personnel who will actually perform the work. Consultants should indicate any sub-consultants proposed to be utilized in work for the Village.
- E. The selected Consultant(s) will be responsible for reviewing existing Miami-Dade County, Village of Palmetto Bay Codes, Resolutions and Ordinances and State of Florida Building Codes and for incorporating data into complete construction documents including final construction plans (working drawings), technical specifications, construction estimates, and related bid documents necessary for the bidding and construction of the projects.
- F. The selected Consultant(s) will be responsible for obtaining all Federal, State and local permits and / or approvals from Miami-Dade Water and Sewer, DERM, Environmental, HRS, Miami-Dade Department of Transportation and Public Works, South Florida Water Management District (SFWMD) the Florida Department of Transportation (FDOT) as necessary and all Village of Palmetto Bay Building permits necessary for the construction of the projects. Consultants may also be required to provide consulting services to the Village on various matters which do not result in drawings, specifications or construction documents.
- G. The respondent shall agree to indemnify and hold harmless and pay on behalf of the Village, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or any acts, errors or omissions related to the service provided.

The Consultants can expect to provide the following services including, but not limited to the tasks identified below:

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(a) Landscape and Architecture Design:

- Planning and design of building renovations and/or alterations; design according to general principles of the Leadership in Energy & Environmental Design (LEED) Green Building Rating System; Site master planning, analysis and design ; Urban design plans; Open space planning streetscape planning; community planning; park and median design; park systems master planning; design/build bid process, historic preservation, environment friendly facility design, specifications preparation and construction documents; renderings/modeling; space planning and reconfiguration cost estimating; construction/structural planning; construction inspection and architectural construction management; review of developers' plans for the Village, and Geographical Information Systems (GIS) Support.
- Landscape design; updating of park facility master plan; phase design of park and recreational facilities within the framework of existing master plan, streetscape plan/design and analysis, bicycle and pedestrian path design; turf and urban interface; integration of parks, canopy design and preservation, tree risk and hazard assessment, Feasibility analysis, environmental analysis, landscaped and open spaces and recreational facilities with the Village's residential and commercial districts and GIS support.

(b) General Civil Engineering:

Roadway, parking lots, parking spaces and intersection design; storm water system design and management, preparation of construction documents and specifications, cost estimating; engineering construction support and project management and inspections, NPDES permitting, Floodplain management, Preparation of stormwater and Groundwater modeling, Detailed engineering for modifications to or construction of water control structures, canals, pump stations and similar facilities, development of stormwater master plan and update of project programs and conceptual designs, stormwater facility maintenance program, and geotechnical analysis, and GIS support.

(c) Roadway Traffic & Transportation Planning and Engineering Services:

Consulting services, including reports, traffic studies, coordination with community organizations, construction plans & specs, estimating and project management; Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-model traffic planning and design, bicycle and pedestrian paths and integrated mobility options; traffic calming design; transit planning, collection of traffic counts and reports; preparation of construction documents and specifications; signal timing analysis and warrant studies; signs and pavement markings; coordination with Miami Dade Transit (MDT),

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Transportation Planning Organization (TPO), the County, and planning capabilities; and GIS support.

- Roadway Design: Detailed engineering for the construction of roadways within State, County or Local rights-of-way and similar facilities. These services may include any aspect of project programming and preparation of conceptual designs.

(d) General Urban Planning Services:

The work is defined as Village planning and urban design of neighborhoods with an emphasis on new urbanism principles and the public process. Services include planning and feasibility studies, Cost estimates and economic analysis, comprehensive plan amendment, evaluator and appraisal report, school planning, strategic planning, Green House Gas (GHG) Inventory, climate action plan, neighborhood planning, community planning and public participation, historic and cultural resources planning, economic development analysis and plan, land use analysis and protection plan, and implementation strategic and capital improvement planning, Community Outreach and Visioning; Community Redevelopment Planning; Corridor Planning; GIS Mapping and 3-D Animation; and Downtown Master Planning.

(e) Electrical Engineering:

The upgrades and replacement of major equipment and distribution components of mechanical, electrical, and plumbing systems; installation of building lighting, equipment and environmental control systems; installation of life safety systems including new fire alarm and fire sprinkler systems, a smoke evacuation system, emergency generator, and emergency command center; structural upgrades; landscape and paving improvements; restroom and concession improvements and new sports flooring.

(f) Structural Engineering:

Design structures to range from houses, concession stands, garages, sports complex, and recreation centers. Analyze existing structures to range from buildings, bridges and other structures, to determine whether or not they are structurally sound, examine buildings design of new structures, stress calculations, preparation of construction drawings, simulate and model possible situations, cost estimates, construction oversight and/or construction contract management.

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(g) Environmental Engineering:

Conduct scientific studies, make presentations, prepare documentation and formal reports, offer advice and specific recommendations to prevent or remediate environmental clean ups, wetland preservation; Environmental assessments and testing of Village properties and construction projects; Develop reports and analysis for compliance reports to USEPA, FDEP, Miami-Dade, DERM and SFWMD; write grant applications for FEMA or other government-sponsored funding assistance programs; design remedial systems that mitigate the effects of contaminated soil, groundwater and soil vapor, including systems that manage stormwater; and negotiate permitting processes and develop a comprehensive regulatory compliance plan; perform groundwater and soil investigations.

(h) Fire Protection:

Consulting and design services uniquely focused on both active and passive fire protection for new construction, upgrades, remodels, and facility services. Also, jurisdictional interface systems planning and evaluations, third party inspection services and training if applicable.

(i) Plumbing:

Oversee and design and implement of plumbing engineering systems, ranging from waste disposal systems to water systems. As a plumbing engineer, the Consultant will be responsible to design which can include designing a building, performing design calculations, choosing the appropriate plumbing system and equipment for installation. Moreover, drafting technical documentation like project drawings and design.

(The Village also reserves the right to waive minor variations or irregularities in the Responses)

END OF SECTION

- Professional Consulting Services on Continuing Agreement Basis for Landscape and Architecture Design, General Civil Engineering, Roadway Traffic & Transportation Planning and Engineering Service, General Urban Planning Services, Electrical and Structural Engineering, Environmental Engineering, Fire Protection and Plumbing
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SECTION 5.0

SUBMITTAL REQUIREMENTS

5.01 How to Apply:

Only one firm shall be identified as the Prime Consultant for each Response. If other firms are part of the same Response, they shall be identified as sub-consultants. A Prime Consultant shall submit only one Response for each Service/Discipline Area and a separate Response is required for each Service/Discipline Area, identified in Section 2.0.

A Prime Consultant shall not be a part of any other team as a sub-consultant in the same Service Area. Sub-consultants can join any number of Prime consultants submitting a Response to this RFQ.

Each Consultant shall submit one (1) original, one (1) copy and one (1) electronic flash drive or CD of each Response. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11," printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding Village Required Response Submittal Forms. The twenty (20)-page limit is for tabs 1 to 9 listed below. No material other than that listed in this Section shall be included in the Response.

Title Page: Title page shall show the request for qualifications subject, title and proposal number; the firm's name; the name and address of a contact person; and the date of the proposal.

****Although the Village requires a proposal for each discipline, if a Consultant wishes to participate in various categories, the Village's requirement for "Required Forms" can be submitted only once as the addendum acknowledgement.**

TAB 1 Letter of Intent

- Cover letter indicating the Consultants' interest in providing the services to the Village and a statement on why the Consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the sub-Consultant, explanation of the type of contractual agreement between them, if different from the Prime and sub-Consultant. A representative who is authorized to contractually bind the Consultant shall sign the letter.

TAB 2

- Table of contents identifying the sections and page numbers;

TAB 3

- A **one-page** proposed organizational chart identifying key professionals, their area(s) of responsibility and extent of their availability.

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TAB 4

- A **one-page** history of all the Consultant(s).

TAB 5

- **Up to (4) pages per resume** for each Consultant(s) to include Project Manager that will be assigned to the Village projects if the Village selects Consultant.

TAB 6

- **Up to (2) pages,** a table showing all current and recently completed (after December 31, 2016) private and public (local municipal, county, regional, state, and federal) sector clients of all the consultants. The table shall include for each client (a) the length of the contract; (b) the scope of the services provided; (c) the type of contract (pro bono, retainer, project-based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes sub-Consultants, there must be at least one project for each of the sub-Consultant. The Consultant may select suitable clients/projects if the list exceeds two-page limit.

TAB 7

- **Up to (2) pages,** a narrative on projects completed on time and in budget after (December 31, 2016).

TAB 8

- **Up to (5) pages,** a description of projects providing services like those identified in the scope of services over the last five years. The emphasis shall be given to projects in Florida and the tasks performed by the persons identified in the Response.

TAB 9

- **Up to (3) pages,** copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to projects completed in Florida and the projects of the persons identified in the Response. Copies of Florida Licenses, FDOT or other.

TAB 10

- Village Required Response Submittal Forms and Discipline Form – if a Consultant will be submitting more than 1 proposal, the Village shall require this section only once.

Failure to comply with submission requirements will result in the disqualification of the application.

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5.02 Submission Deadline

Consultants interested in being considered should submit materials to be received in our office. **All sealed qualification packages must be received at the Village of Palmetto Bay Municipal Center no later than 3:00 p.m. EST on Tuesday, April 13th, 2021.** Official time will be measured by the time stamp of the Village Clerks Office. Late submittals will not be considered. Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Proposals must be delivered in person and left at the front desk or mailed to:

Missy Arocha, Village Clerk
Attn: RFQ 2021-11-008
Professional Consulting Services on Continuing Contract Basis
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

5.03 Qualification of the Consultant and Team

Proposals will be evaluated from firms or individuals that can demonstrate that they have the necessary staffing, facilities, experience, ability, and financial resources to perform the work in a satisfactory manner. Proven track record must be demonstrated.

The Village reserves the right to inspect the proposer's facility and to perform such investigations as may be deemed necessary to ensure that competent personnel and management and suitable equipment/material will be used in the performance of this contract.

5.04 Evaluation Team

Proposals will be evaluated by an evaluation team with representation from all key functional areas of the Village government and may also include representation from municipal agencies that have completed projects similar to the scope of work detailed in this RFQ.

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5.05 Selection Process and Criteria

The evaluation team, without oral presentation, will evaluate and rank each proposal based on the criteria listed below to determine which Consultants will be shortlisted and brought in for a presentation/interview at a later date.

Criteria	Points
Compliance with the Response preparation and submission requirements	5
Credentials and accomplishments of the Consultant in general	10
Credentials and accomplishments of the Consultant Project Manager	15
Credentials and accomplishments of other members	25
Quality of the projects and accomplishments of the Consultant(s) in providing these services to entities comparable to the Village	20
Consultant's track record of on time and within budget project performance	20
Commitment of the Consultant to inclusion and diversity	5
Total	100

END OF SECTION

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DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

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’s policy of maintaining a 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 condition 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 a 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.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

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ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

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NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____ the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said Consultant 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 Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered

In the presence of:

By: _____

_____ (Printed Name)

_____ (Title)

Continued Next Page

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ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

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**SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES**

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 the VILLAGE OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

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

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An 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, executives, 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, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima 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.

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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By: _____

_____ (Printed Name) _____ (Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

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STATEMENT OF ORGANIZATION

Proposer must state whether he/she is an individual, partnership, corporation, or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture.

If the Bidder is an **INDIVIDUAL**:

Individual's Name: _____

D/B/A: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If the Bidder is a **PARTNERSHIP** and **Limited Liability Company** (Provide names and signatures partners that are authorized to bind the company):

Company Name: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

(Attach additional sheets if necessary)

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If the Bidder is a **CORPORATION:**

Corporation Name: _____

State of Incorporation: _____ CORPORATE SEAL _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If Bidder is a **JOINT VENTURE:**

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

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ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or Did not take an oath.

CONSULTANT shall submit proof that the company is authorized to do business in the State of Florida.

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**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort when it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above-mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): _____

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SECTION 7.0

Contract for Professional Consulting Services on Continuing Contract Basis
(Discipline to be inserted)
Between the Village of Palmetto Bay, Florida and _____

THIS Contract is made and entered into as of the _____ day of _____, 2021, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village") and _____ (the "Company") and jointly referred to as the "Parties".

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

TABLE OF CONTENTS

1. Exhibits
2. Scope of Services
3. Qualifications
4. Term/Schedule
5. Compensation and Payment for Consultant's Services
6. Reports
7. Notices
8. Termination
9. Indemnification
10. Modifications/Amendments
11. Governing Law
12. Waiver
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14. Prohibition Against Contingency Fees
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16. Entire Agreement

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17. Captions and Paragraph Headings

18. Joint Preparation

19. Counterparts

20. Immigration Act of 1986

21. Company Non-Discrimination

22. Federal and State Tax

23. Public Records

24. Severability

Article 1. Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit 1: Consultant's hourly rate sheet.

The above Exhibit is also collectively referred to as the "Document". In the event of any conflict between the Document or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. Exhibit 1
- C. Consultants' Proposal

Article 2. Scope of Services

1. The Services are generally described as follows:

Consultant agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1, this Contract and Consultant's Proposal and the discipline area of their expertise.

2. The Company agrees to furnish the labor and services necessary to perform and shall perform the Services in accordance with Exhibit (1) and the assigned task the Village shall request.

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3.The Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Service (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (iv) the Service will be performed in the manner described in the Document.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Service. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Lead Consultant for the Company is _____.

Article 4. Term/Schedule

The term of this Contract shall commence upon signing this Contract and shall remain in effect for three (3) years with an option to renew yearly at the Village's discretion but cannot exceed five (5) consecutive years.

Article 5. Compensation and Payment for Consultant's Services

Compensation:

Consultant shall receive compensation for their services. This compensation shall include all profit direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, all other costs which are necessary to provide the services requested by the Village and bound by this Contract and Exhibit 1.

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Method of Payment:

1. The Village shall pay the Company through payment issued by the Department who authorized the Service in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Company's invoice and written approval of same by the Village's Administrative Agent indicating the Services have been rendered in conformity with the Contract. The Company shall submit an invoice for payment to the Village for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the Village's Administrative Agent on the percentage of the amount for those specific services.
3. The Company's invoices shall be in form satisfactory to the Village's Department that requested the service and in turn who shall initiate the disbursements.

Article 6. Reports

- (A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to the Department that requested the Service.
- (B) The Lead Consultant for the Company is _____. The Lead shall supervise and direct the Service using their best skill and attention. The Lead shall be solely responsible for and have control over all the means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Service.

Article 7. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery or by Federal Express addressed to the Parties at the following address:

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Village:

Company:

Nick Marano, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Article 8. Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon ten (10) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Service product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Service product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

Article 9. Indemnification

A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants,

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partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents and instrumentalities.

- B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

Article 10. Modifications/Amendments

This writing and exhibits contain the entire agreement of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 11. Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 12. Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation,

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breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 13. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 14. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee servicing solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 15. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 16. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 17. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

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Article 18. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 19. Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 20. Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged in the performance of this Service that only persons authorized to service in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Service. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 21. Company Non-Discrimination

In the award of subcontracts or in performance of this Service, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 22. Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

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Article 23. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259- 1234. Further information on Section 119, F.S. can be found [https:// www .flsenate.gov/Laws/Statutes/2020/0119.0701](https://www.flsenate.gov/Laws/Statutes/2020/0119.0701)

Article 24. Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

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IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

Company

Nick Marano, Village Manager

**Name
Title**

Attest:

**Missy Arocha
Village Clerk**

APPROVED AS TO FORM

**John C. Dellagloria
Village Attorney**

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Exhibit 1 –

Consultant's Hourly Rate Sheet
