

***CITY OF KEY WEST***  
***GENERAL ENGINEERING SERVICES***

**Submitted To:**

**City Clerk  
City of Key West  
1300 White Street  
Key West Fl. 33040**

**RFQ 17-002**



**APRIL 19, 2017**



April 19, 2017

Ms. Janet Muccino  
Project Manager  
City of Key West  
1300 White Street  
Key West, Fl. 33040

**Reference: RFQ #17-002 General Engineering Services**

Dear Janet:

Perez Engineering & Development, Inc. (Perez) is pleased to respond to your request for qualifications to provide General Engineering Services. In accordance with your request, we are enclosing one (1) original copy of our Statement of Qualifications along with two (2) flash drives containing a pdf file of our Qualifications. Our submittal includes the following information: our specialized experience and technical competence, our key staff members' capabilities and experience, our proficiency in design, permitting, and contract document preparation, and our relevant project experience.

*We have been one of the City's "General Storm Water and Wastewater Consultants" for over the past ten (10) years.* We expect to provide Professional Engineering Services relating to the following disciplines:

- **Civil Engineering**
- **Utility Engineering**

Our team of local experts has successfully served municipal clients throughout Monroe County with the implementation of civil engineering and utility engineering projects for over sixteen (16) years. *Our team has a proven record in successfully managing and completing complex multi-discipline projects – a claim our references will confirm.*

**Key West Office:**

1010 Kennedy Dr. Suite 201 • Key West, Florida 33040  
tel: (305) 293-9440 Fax: (305) 296-0243

As you review our submittal, please keep in mind the following key attributes of our team:

- A. Expertise of Staff and Work Familiarity.** Our focused collection of local professionals have been involved in well over fifty (50) projects within the City of Key West for which we were responsible for the design of sanitary sewer facilities and/or storm water facilities. These projects included evaluations of types of collection systems, injection wells, development of construction drawings and contract documents for a variety of civil engineering and utility engineering projects, permitting through the Florida Department of Environmental Protection and South Florida Water Management District, and limited construction observation. **Mr. Perez is Engineer of Record for more than \$50 million dollars of sanitary sewer collection and transmission systems within the City of Key West alone.**
- B. Location of Resources.** We will provide rapid cost-effective response to the City's needs from our local office and will work seamlessly with the staff to satisfactorily complete each and every task order. *Allen E. Perez, P.E. will be the Client Manager and easily accessible in Key West at (305) 293-9440, 1010 Kennedy Drive, Suite 201.*
- C. Technical Quality Control.** In addition to being completed on time and within budget, a successful project must be technically adequate. To ensure technical adequacy of all our work, various types of review mechanisms have been established. The factors that make us a cut above and which will directly benefit the City in the execution of this contract are:
- Commitment of principal-in-charge
  - Local experience on relevant projects
  - Proven performance in the City and throughout Monroe County
  - Vested interest in the City and their projects
  - Team education and expertise

We are very eager to continue to provide the City with quality, timely, and cost effective professional engineering and consulting services. Please do not hesitate to contact us with any questions.

Sincerely,



Allen E. Perez, P.E.  
President

Enclosures

# *Table of Contents*

## LETTER OF INTEREST

### 1. EXECUTIVE SUMMARY

- COMPANY PROFILE AND HISTORY
- PROFESSIONAL SERVICES
- COMPETENCE AND PROFICIENCY

### 2. QUALIFICATIONS OF KEY PERSONNEL

- RESUMES
- LICENSES

### 3. RELEVANT EXPERIENCE

- SIMILAR PROJECT PROFILES

### 4. LOCATION AND AVAILABILITY

### 5. OTHER DOCUMENTS

- FGBC/LEED PROJECTS
- DBE, FDOT AND LAP
- RFQ FORMS
- ADDENDUMS

**Section 1**

# *Executive Summary*



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax

## Section 1

# Executive Summary

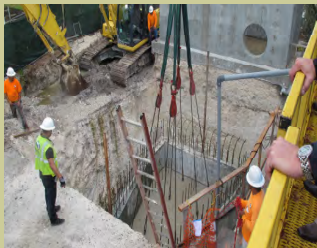
### Special points of interest:

- We are based in Key West.
- We have worked with and are familiar with City Staff.
- We have extensive local experience.
- FDOT Group 3.1—Minor Highway Design Certified
- FDOT Group 10.1—Construction Engineering Inspection Certified



### Regulatory Approvals:

- South Florida Water Management District
- Florida Department of Transportation
- Florida Department of Environmental Protections
- Army Corps of Engineers



## 1.1 Company Profile and History

**Perez Engineering & Development, Inc.**, is a professional engineering consulting firm. We have provided professional services in the public, industrial, military, and private sectors for more than sixteen (16) years. Based in Key West, Florida, our staff has a proven record in successfully managing and completing complex multi-discipline projects throughout the State of Florida and the Caribbean.

Our staff of local experts has successfully served municipal and private sector clients throughout Key West and Monroe County with the implementation of civil engineering and utility engineering projects. Our engineering design experience includes hydraulic and hydrologic computer modeling of storm water management systems; the design of potable and sanitary utility systems, pump stations, paving and grading design.

We have successfully managed and completed various types of multi-discipline contracts including continuing services contracts for municipal and state government, federal government and private industry. Our performance on past and current contracts confirms our ability to meet both schedule and budget requirements with a strong emphasis on quality.

We have been one of the City's "General Engineering Consultants" for the past ten (10) years.

We have been involved in more than fifty (50) projects within the City of Key West for which we were responsible for general civil engineering design, the design of new infrastructure, replacement of infrastructure or upgrades to infrastructure.

Our professional experience is fairly diversified and encompasses the design and preparation of construction documents, permitting, and construction services for a variety of projects. Our engineering design experience includes hydraulic and hydrologic computer modeling of storm water management systems, the design of potable and sanitary utility systems, pump stations, paving and grading design.

1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 1

# Executive Summary

### Key Factors to your success:

- Commitment of Principal in Charge
- Local Experience on Relevant Projects
- Proven Performance in the City of Key West
- Team Education and Expertise



### Municipal Clients:

- City of Key West
- Monroe County
- Monroe County School District
- Florida Keys Aqueduct Authority
- NAS Key West



## Company Profile and History

The following is a list of some of our current and previous municipal clients and contracts:

- ◆ **City of Key West**  
General Storm Water and Wastewater Engineer  
Professional Engineering Consulting Services
- ◆ **Monroe County**  
General Airport Consultant  
Architectural/Engineering Services for Small Projects
- ◆ **Florida Keys Aqueduct Authority**  
General Engineering Services
- ◆ **Monroe County Housing Authority**  
General Engineering Services
- ◆ **Key West Housing Authority**  
General Engineering Services
- ◆ **Monroe County School Board**  
General Engineering Services
- ◆ **Key Largo Utility Treatment District**  
General Engineering Services
- ◆ **City of Marathon**  
Professional Engineering Services

We are located in Key West at 1010 Kennedy Drive, Suite 201, and the location of our office and commitment of our staff ensure easy accessibility of key team members to Monroe County. Our proximity and state-of-the-art technology guarantee ongoing communication...a key to success on continuing services contracts.

We have experience with numerous federal, state, and local agencies, including FDEP, SFWMD, ACOE, EPA, and FDOT. We are a State classified DBE firm and are certified by FDOT for Group 3.1—Minor Highway Design and Group 10.1—Construction Engineering and Inspection.

1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 1

# Executive Summary

### Key Factors to your success:

- We have been providing General Engineering Services to the City for over ten (10) years.
- We have extensive experience with Civil and Utility Engineering Projects.



## 1.2 Professional Services

We understand the City of Key West is in need of general engineering services and intends to award specific projects to the selected firms on a task order basis. We understand the City is in need of consultants of various disciplines such as the following:

- ◆ Civil Engineering Services
- ◆ Utility Engineering Services
- ◆ Solid Waste Engineering Services
- ◆ Coastal Engineering Services
- ◆ Environmental Engineering Services

We are prepared to provide comprehensive full-scale engineering, design, surveying, preparing permit applications, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, construction administration and owner project representation. These services shall relate to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofit of facilities and structures for the following categories:

- ◆ **Civil Engineering Services**
- ◆ **Utility Engineering Services**

### Civil Engineering Services

This section presents our specialized experience pertaining to Civil Engineering services. Our team of dedicated professionals have been helping clients by providing sensible solutions to their complex problems. through our collaborative approach we will work closely with City staff to provide solutions to ensure successful projects.

1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax





## Section 1

# Executive Summary

### Civil Engineering Services:

- ◆ Site Development
- ◆ Road and Parking Lot Design
- ◆ Stormwater Management Facilities
- ◆ Hydraulic and Hydrologic Computer Modeling
- ◆ Regulatory Permitting
- ◆ Construction Administration Services



## 1.2 Professional Services

Our Civil Engineering Services address challenges associated with:

- ◆ Site Development
- ◆ Road and Parking Lot Design
- ◆ Stormwater Management Facilities
- ◆ Hydraulic and Hydrologic Computer Modeling
- ◆ Regulatory Permitting
- ◆ Construction Administration Services

**Site Development** - The process of developing land requires strategic coordination of many regulatory and non-regulatory groups' interests, regardless of whether the development is commercial, industrial, educational or residential. During this process, issues such as suitability for the intended use, ordinance requirements, stormwater management, integration with existing site features, and impact on the environment need to be considered.

**Road and Parking Lot Design** — The process of designing roads and parking lots requires coordination of traffic movement, parking needs, ordinance requirements, grading issues, drainage, and aesthetics. Most importantly, client input is needed so our designs are consistent with your objectives.

**Stormwater Management Facilities**— Protecting our natural resources is of utmost importance to us and our communities. Proper storm water practices are essential to protecting our nearshore water quality. Our experienced team of professionals is prepared to work with you to provide sensible solutions that meet or exceed your expectations.

**Hydraulic and Hydrologic Computer Modeling**—Our civil engineering design experience includes the use of ICPR software. This software is listed with FEMA as a nationally accepted hydraulic software applicable to almost any type of terrain.

1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



# Executive Summary

## 1.2 Professional Services



**Regulatory Approvals** - In most design applications for facilities in Florida, permitting plays a major role. We are committed to a streamlined permitting approach to ensure adherence to the project schedule and budget. We investigate opportunities for co-location and combining permits up-front to reduce overall work efforts. Our clients benefit from reduced Agency review time, good Agency working relationships, and an overall reduced cost in consulting services. Perez has experience in permitting through the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), Environmental Protection Agency (EPA), various water management districts, and other related state and federal agencies.

**Construction Administration Services** — Individuals involved with these services are a combination of members of the design team and others who are focused specifically on construction related matters, including field personnel. We have performed projects ranging from conventional design and construction, to emergency fast-track engineering procurement. As a result, we are experienced with the approaches and procedures necessary during construction in order to reduce cost, changes, and claims and maintain quality on a project.



- ◆ Obtain qualified and responsive bids
- ◆ Bid tabulation and evaluation
- ◆ Coordinate pre-construction and progress meetings
- ◆ Conduct field inspections
- ◆ Review pay request
- ◆ Claims avoidance and management
- ◆ Project closeout
- ◆ Safety, quality and public relations
- ◆ Prepare record drawings and certify construction completion

## Section 1

# Executive Summary

### Utility Engineering Services:

- ◆ Obtain qualified and responsive bids
- ◆ Bid tabulation and evaluation
- ◆ Coordinate pre-construction and progress meetings
- ◆ Conduct field inspections
- ◆ Review pay request
- ◆ Claims avoidance and management
- ◆ Project closeout
- ◆ Safety, quality and public relations
- ◆ Prepare record drawings and certify construction completion



## 1.2 Professional Services

### Utility Engineering Services

This section presents our specialized experience pertaining to Utility Engineering services.

Our Utility Engineering Services include providing comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and/or retrofit of City Utilities including but not limited to stormwater, sewer, electrical, communications, and water for both facilities and structures.

- ◆ Obtain qualified and responsive bids
- ◆ Bid tabulation and evaluation
- ◆ Coordinate pre-construction and progress meetings
- ◆ Conduct field inspections
- ◆ Review pay request
- ◆ Claims avoidance and management
- ◆ Project closeout
- ◆ Safety, quality and public relations
- ◆ Prepare record drawings and certify construction completion

1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 1

# Executive Summary

### Key Factors to your success:

- Client focused approach to project delivery
- Project manager to ensure the project achieves client satisfaction
- The City is an integral part of the of the project



## 1.3 Competence and Proficiency

At the core of a proficient project is a client-focused application of those principles that will most influence the performance of our projects. Those principles that underlie the project delivery process include project manager as leader, client satisfaction, and consistent project planning and project execution.

**Project manager as leader.** A project manager who can both lead and manage the project and who is trained in the application of the project delivery process will deliver successful projects. The project manager's primary responsibility is to ensure that projects achieve client satisfaction.

**Client satisfaction and strong relationships.** Every aspect of project delivery should be driven by a clear focus on client satisfaction. Viewing the client as an integral part of the project, rather than as an outsider, requires developing robust relationships with the client at the outset and maintaining these relationships throughout the project.

**Consistent project planning and execution.** The application of clearly defined planning and execution processes, including the following, is the primary means to improving project performance.

Our approach is broken down into five distinct phases:

- ◆ Project Definition
- ◆ Schematic Design
- ◆ Final Design Development
- ◆ Construction Documents Preparation
- ◆ Agency Permitting

**Project Definition**— Sufficient information will be gathered to define the primary project goals and requirements. The Project Definition phase

1010 Kennedy Drive,  
Suite 201  
Key West, FL 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 1

# Executive Summary

### Project Approach Phases:

- ◆ Project Definition
- ◆ Schematic Design
- ◆ Final Design Development
- ◆ Construction Documents Preparation
- ◆ Agency Permitting



## 1.3 Competence and Proficiency

primary project goals and requirements. The Project Definition phase consists of accurately defining the problem that is to be solved due to current conditions.

Our understanding of the project will depend on the project type and the level of initial planning that has already been accomplished. The end result will be a clear statement of required performance, with defined measures and evaluation criteria. Many data sources are required in this collection and analysis phase; they typically include the City staff, key officials, external requirements and standards, and the designer's experience.

The goals for Project/Task Order Definition:

- ◆ Define the City's Goals for the Project or task order
- ◆ Build on information developed in facilities plan or other planning documents
- ◆ Collect Required Data
- ◆ Analyze and Organize Data
- ◆ Communicate Data and Project Design Concepts
- ◆ Evaluate Results

**Schematic Design** involves using the data and guidelines developed in the Project/Task Order Definition to develop a preliminary project design that incorporates the requirements and constraints identified during Project Definition, and bring together various design concepts in a package that is free from major conflicts. The schematic design also provides sufficient information for an informed City staff review and for design team coordination and review. This is the point in the Project/Task Order implementation process where innovative or alternative design approaches will be considered, and a single design concept is established and selected by the City.

The goals for Schematic Design phase are:

- ◆ Investigate design alternatives

1010 Kennedy Drive,  
Suite 201  
Key West, FL 33040  
(305) 293-9440  
(305) 296-0243 Fax



# Executive Summary

## 1.3 Competence and Proficiency



- ◆ Develop/select single design alternative
- ◆ Clearly define design approach and intent
- ◆ Communicate our design concepts to client and develop project team consensus.
- ◆ Obtain local, state and federal agency review and input.

During **Final Design Development**, the basic design elements identified in the Schematic Design phase will be further refined and developed. Once the basic decisions are made, the designs of supporting systems are addressed. Additional modeling and visualization will be performed during Final Design Development to adequately define and communicate the design and O & M aspects for City staff review, input, and endorsement, and for review by outside agencies and stakeholders.

The goals for Final Design Development phase are:

- ◆ Finalize all major design and technical decisions.
- ◆ Resolve outstanding issues from Schematic Design.
- ◆ Provide sufficient design detail to convey design intent to client and others, and gain meaningful endorsement.
- ◆ Prepare all necessary information for production of Construction Documents.
- ◆ No design concept changes during next phase. After review by City staff, QC review, and resolution of comments, basic design elements are frozen.



During the **Construction Document Preparation**, we will accurately document the technical, management and design decisions that were finalized at the end of the Design Development. As a result of the outstanding teamwork between the City and our Team on the previous three phases, this phase will be straightforward, without major changes or revisions. This is important because changes at this stage of the Project/Task Order can adversely affect budget and schedule; the risk of creating undetected conflicts or inconsistencies increases.

# Executive Summary

## 1.3 Competence and Proficiency

The end result of this phase will be a set of construction documents that contains all information appropriate for the construction delivery approach being used on the project. For traditional projects, this will be a set of biddable, constructible plans and specifications. For other methods of project delivery, such as fast-track or design build, there may be intermediate deliverable deadlines, requiring that drawings and specifications be issued in multiple smaller packages over a longer period of time. The project design deliverables produced will be consistent with the construction delivery method being used by the Client.

The goals for Construction Document Preparation are:

- ◆ Prepare bidding documents, including legal and general requirements
- ◆ Prepare final construction drawings
- ◆ Prepare final technical specifications

In most design applications for facilities in Florida, permitting plays a major role. We are committed to a streamlined permitting approach to ensure adherence to the project schedule and budget. We investigate opportunities for co-location and combining permits up-front to reduce overall work efforts. **With strengths in all areas of Civil and Utility Engineering Services, the City of Key West will benefit in reduced review time, good agency working relationships, and an overall reduced cost in consulting services.**

In order to uniformly address all aspects of project permitting, we will manage permits through a single person assigned specifically to meet project permit requirements. This person has sole responsibility for directing all permit activities and reports directly to the project manager.

Our approach to project permitting involves several basic areas as follows:

- ◆ Continuous monitoring of rule changes



## Section 1

# Executive Summary

### Approach to Permitting:

- ◆ Continuous monitoring of rule changes
- ◆ Permit identification, scheduling, and tracking
- ◆ Pre-application meetings
- ◆ Submittal of complete applications
- ◆ Careful review of draft permits
- ◆ Follow-up, negotiation, and issuance

### 1.3 Competence and Proficiency

- ◆ Permit identification, scheduling, and tracking
- ◆ Pre-application meetings
- ◆ Submittal of complete applications
- ◆ Careful review of draft permits
- ◆ Follow-up, negotiation, and issuance

Adequately addressing these major areas provides assurances that projects will be permitted in a timely and cost effective manner.



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax





# Executive Summary

## 1.3 Competence and Proficiency

**Technical Quality Control**—The most important factor in assuring technical excellence in any engineering project is the quality of the key personnel. In addition, it is crucial that effective project review procedures be used to avoid problems caused by the team members' proximity to the project.

Our approach to project planning and management controls both capital costs and engineering fees and demonstrates our ability to meet both schedule and budget requirements. In addition to being completed on time and within budget, a successful project must be technically adequate. To ensure technical adequacy of all our work, various types of review mechanisms have been established. The result is a systematic approach to ensure the following:

- ◆ Every project meets its quality objective
- ◆ Quality is continuously improved
- ◆ Cycle time is continuously reduced
- ◆ Costs are continuously reduced

The factors that make us a cut above and which will directly benefit the City in the execution of this contract are:

- ◆ Commitment of principals-in-charge
- ◆ Local experience on relevant projects
- ◆ Proven performance in Monroe County
- ◆ Commitment to the City and their projects
- ◆ Team education and expertise



## Section 2

# *Qualifications of Key Personnel*



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax

## Section 2

# Qualifications of Key Personnel

## 2.0 Qualifications of Key Personnel



**Perez Engineering & Development, Inc.**, is a corporation and Allen E. Perez, P.E. is the only person with an ownership interest in the company.

We understand the success of any project depends on the experience and capabilities of the personnel assigned to the project. Our staff members assigned to this project are highly skilled and experienced professionals. We are dedicated to provide the City with professional Civil Engineering Services. All of our key personnel have a significant amount of experience with similar projects. The following individuals will be performing the work pertaining to this contract:

- ◆ **Allen E. Perez, P.E.—President**
- ◆ **Brandon O’Flynn, PSM, P.E.**
- ◆ **Paul Semmes, P.E.**
- ◆ **Justin Henika, E.I.**

Allen E. Perez, P.E. will serve as the Client Manager and will be responsible for the day-to-day communication and coordination with the City. Mr. Perez will also be responsible for contractual and budget decisions on behalf of the firm. Mr. Perez has been assisting the City on similar projects for more than ten (10) years.

Mr. Perez has more than twenty (20) years of experience with Civil Engineering and Utility Engineering projects. His experience includes the management and technical preparation of master plans, construction documents, permit submittals, and construction services for a wide variety of development activity. Mr. Perez has been providing professional engineering services from his Key West office for projects throughout the Florida Keys for over sixteen (16) years.



### **Academic and Professional Qualifications: Professional History:**

Master of Science in Civil Engineering University of South Florida, 1995	Perez Engineering & Development, Inc. 1999 – Present Founder and President
---	---

Bachelor of Science in Civil Engineering University of South Florida, 1992
---

**Professional Registration:**  
Licensed Professional Engineer

**Professional Affiliations:**  
Florida Engineering Society

1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 2

# Qualifications of Key Personnel

## 2.0 Qualifications of Key Personnel



### Brandon O'Flynn, PSM, P.E. – Senior Engineer

Mr. Brandon O'Flynn is a Project Engineer and will be responsible for project design and permitting. Mr. O'Flynn has been assisting the City on similar projects for more than four (4) years.

Mr. O'Flynn has more than fifteen (15) years of experience in roadway layout, construction layout, boundary & topographical surveying, boundary law, GIS mapping, and FEMA floodplain management. Mr. O'Flynn also has extensive experience in providing site analysis, structural design, preparing engineering reports and other structural/civil engineering related services. His experience includes the management and technical preparation of construction as-builts, construction documents, boundary & topographical surveys, ALTA/ACSM surveys, FEMA flood elevation certificates, and GIS services for a wide variety of clients in both the public and private sector.

Mr. O'Flynn also has experience at preparing civil construction drawings, hydraulic and hydrologic stormwater modeling, sanitary sewer system design, potable water system design, and regulatory permitting approval through South Florida Water Management District and Florida Department of Environmental Protection.

#### Academic and Professional Qualifications: Professional History:

Bachelor of Science in Civil Engineering	Perez Engineering & Development, Inc.
University of South Florida, 2010	2013 – Present

#### Professional Registration:

Professional Surveyor and Mapper  
Professional Engineer Florida #80520

#### Relevant Projects:

- Caroline Street Improvements
- Truman Waterfront Park
- Marathon Courthouse and Library Sewer Improvements
- Key West Historic Bight Marina Improvements
- William Street Stormwater Outfall



1010 Kennedy Drive,  
Suite 201  
Key West, FL 33040  
(305) 293-9440  
(305) 296-0243 Fax



# Qualifications of Key Personnel

## 2.0 Qualifications of Key Personnel



### Paul R. Semmes, P.E.— Senior Engineer

Mr. Semmes has more than twenty seven (27) years of experience designing and managing the construction of buildings, structures and related facilities. This work includes specialized experience inspecting, evaluating and designing buildings in coastal zones that are prone to hurricane events. Mr. Semmes has also provided management and supervision for design and construction projects, Engineering design services for the planning, design and construction of projects, managed the preparation of Construction Drawings and Specifications, and provided other Engineer inspections, analyses and reports. Mr. Semmes has experience in providing Structural Engineering services for a variety of private and public sector clients. The following is a summary of some of his current and past public sector continuing services contracts:

- ◆ City of Key West
- ◆ Monroe County School District
- ◆ Monroe County
- ◆ Florida Keys Aqueduct Authority
- ◆ Florida Keys Community College
- ◆ NAS Key West

### Academic and Professional Qualifications: Professional History:

Bachelor of Science in Civil Engineering	Perez Engineering & Development, Inc.
Virginia Tech University	2013 – Present

### Professional Registration:

Professional Engineer Florida #44137  
Professional Engineer – FL, GA, AL, MS, NC, VA  
Certified General Contractor – FL  
LEED AP Certified, Green Building Certification Institute



## Section 2

# Qualifications of Key Personnel

## 2.0 Qualifications of Key Personnel



### Justin Henika, E.I.—Project Engineer

Mr. Henika has three (3) years of experience as an Engineer Intern and will be testing for his PE license next year. Mr. Henika has experience in providing both site analysis and structural design. His recent work includes the technical preparation of construction documents, resident project representative services and forensic reporting for clients in both the public and private sector.

#### **Academic and Professional Qualifications:**

Master of Science in Civil Engineering  
Structural Engineering Specialization  
University of Florida, 2013  
Bachelor of Science in Civil Engineering  
University of Florida, 2012

#### **Professional History:**

Perez Engineering & Development, Inc.  
2016 – Present

#### **Professional Registration:**

Engineer Intern: Florida #1100018866



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 2

# Qualifications of Key Personnel

## 2.0 Qualifications of Key Personnel



Licenses:

**State of Florida**  
Board of Professional Engineers

Attests that  
**Perez Engineering & Development, Inc.**

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019  
Audit No: 228201902166 R

**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

CA Lic. No:  
**8579**



**State of Florida**  
Board of Professional Engineers

Attests that  
**Allen Emil Perez Jr., P.E.**

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019  
Audit No: 228201916549 R

**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

P.E. Lic. No:  
**51468**

1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax

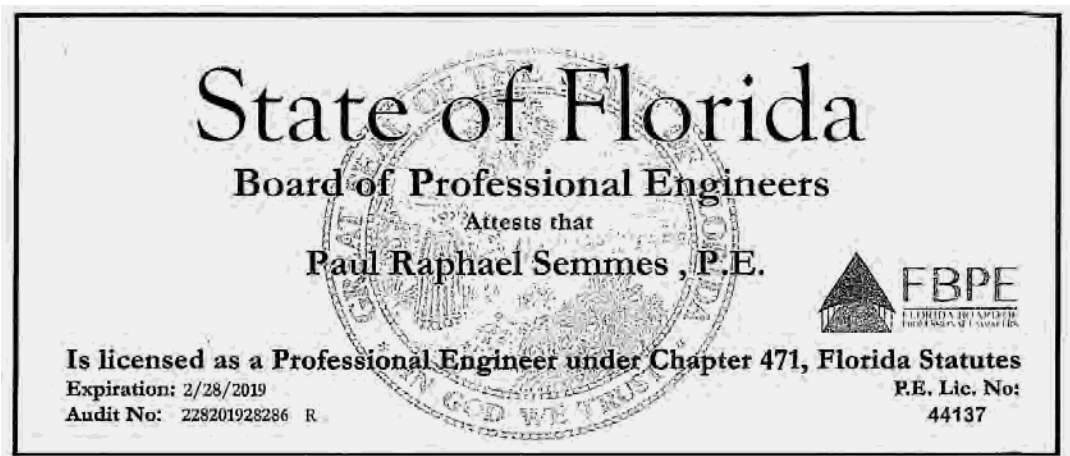
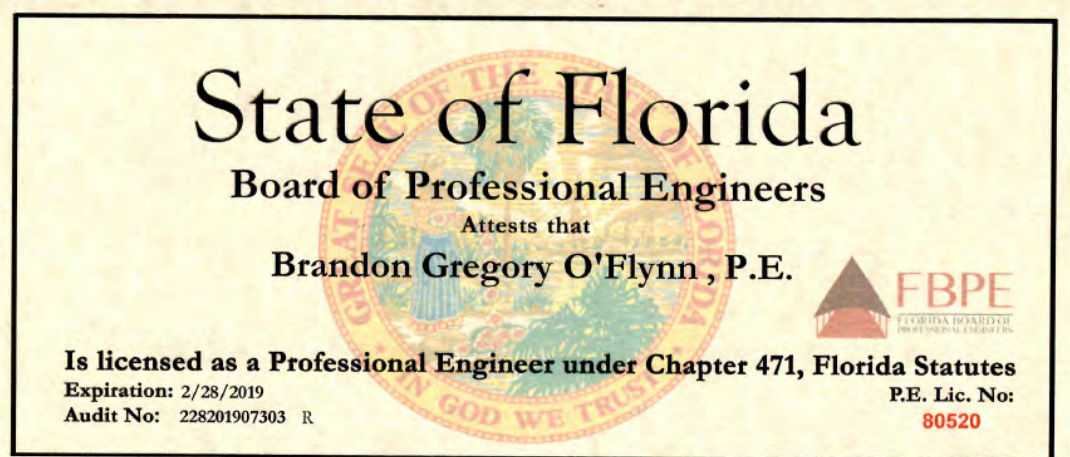


## Section 2

# Qualifications of Key Personnel

## 2.0 Qualifications of Key Personnel

Licenses:



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax





Section 3

# *Relevant Experience*



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 3

# Relevant Experience



## 3.0 Relevant Experience

Perez Engineering & Development, Inc. has been one of the City's General Engineering Consultants for the past ten (10) years. We have an extensive amount of engineering experience throughout the City of Key West. The following depicts locations of some of our past and current projects:



The following is a brief list of some of our General Engineering Projects:

- ◆ Caroline Street Improvements—City of Key West
- ◆ Truman Waterfront Park—City of Key West
- ◆ Fort Street Parking Lot—City of Key West
- ◆ Truman Waterfront Conceptual Stormwater Master Plan—City of Key West
- ◆ Glynn Archer Drive Improvements—City of Key West
- ◆ United Street Resurfacing—City of Key West
- ◆ City of Key West Administration Building Complex—City of Key West
- ◆ Fire Station No. 2—City of Key West

1010 Kennedy Drive,  
Suite 201  
Key West, FL 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 3

# Relevant Experience

## 3.0 Relevant Experience



- ◆ Horace O' Bryant School—Monroe County School District
- ◆ Stock Island Fire Station—Monroe County
- ◆ Grassy Key Fire Station—City of Marathon
- ◆ Keys Energy Services Distribution Building—Keys Energy Services
- ◆ Higgs Beach/Park Redevelopment—Monroe County
- ◆ Atlantic Boulevard Improvements—City of Key West
- ◆ Poinciana Royale—Aids Help, Inc., Key West
- ◆ East Front Street Drainage Improvements—City of Key West
- ◆ George Street Outfall—City of Key West
- ◆ Patricia and Ashby Emergency Outfall—City of Key West
- ◆ Stormwater Gravity Injection Wells Phase 5—City of Key West
- ◆ Stormwater Gravity Injection Wells Phase 4—City of Key West
- ◆ Stormwater Gravity Injection Wells Phase 2—City of Key West
- ◆ Stormwater Gravity Injection Wells Phase 1—City of Key West
- ◆ Deep Well at the Richard Heyman WWTP—City of Key West
- ◆ Deep Well Operational Permits—City of Key West
- ◆ Deep Well Mechanical Integrity Test—City of Key West
- ◆ Marathon Distribution Main—City of Marathon/FKAA
- ◆ Venture Out Water Main Improvements—Monroe County
- ◆ North Roosevelt Boulevard Force Main—City of Key West
- ◆ Water Storage Tank Replacement at NAS Key West—Boca Chica
- ◆ Truman Waterfront Park Amphitheater
- ◆ Mole Pier Entry Control Point
- ◆ Fort Zachary Taylor Entry Improvements

A more detailed summary of the some of the above-mentioned projects are provided on the following pages.

1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 3

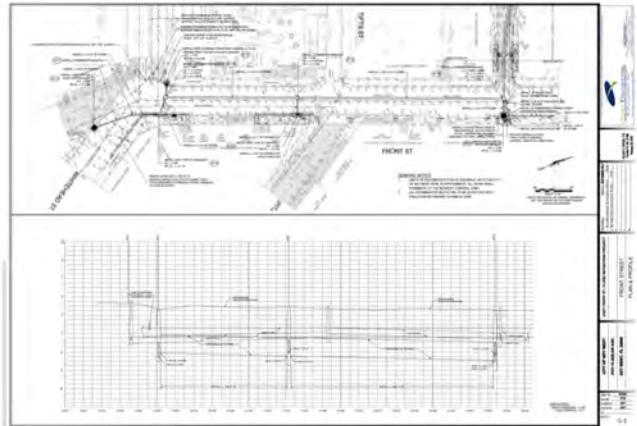
# Relevant Experience



## East Front Street Stormwater Improvements

**Client:**

Mr. John Paul Castro  
Utilities Director  
City of Key West  
3140 Flagler Avenue  
Key West, Fl. 33040  
(305) 809-3902

**Design:** 2012/2013**Construction:** 2014/2015**Contractor:** Douglas N. Higgins, Inc.**Project Description:**

The City had prepared a Storm Water Master Plan to identify and prioritize new storm water projects. The Storm Water Master Plan has identified the need for improvements to the East Front Street area and its contributing drainage basin areas. The City was awarded a Hazard Mitigation Grant (FEMA Project 1539-47-R) for this project.

The project consists of the general construction and furnishing of all materials, equipment and labor for the construction of five (5) stormwater gravity injection wells, abandonment of an existing outfall, and a new 24-inch outfall; including but not limited to; triple chamber treatment boxes, storm sewer pipe, catch basins with inlets, concrete /asphalt pavement removal & replacement, earthwork, dewatering, silt removal boxes for approved dewatering discharges, utility adjustments, utility conflict boxes, tide valves, environmental protection, site restoration, sidewalk improvements, site clean up, and all necessary appurtenances and record drawings, surveys, well testing, and incidental work to provide a complete and serviceable project.

We understand this project is larger than the task orders Monroe County will be issuing through this continuing services contract. However, it does show our ability to provide the following services: evaluations, schematic design, design development, preparation of scope of work, specifications, contract documents for bidding, bid reviews, cost estimates, regulatory permitting/approval, and construction phase services.



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 3

# Relevant Experience

## Truman Waterfront Park



**Client:**

Bermello Ajamil & Partners  
For  
City of Key West  
Mr. Gary Volenec

**Design:**

2014

**Contractor:**

Charley Toppino and Sons, Inc.  
Mr. Frank Toppino  
(305) 296-5606

**Construction Cost:**

\$18,000,000 approx.



**Project Description:**

The initial stage of the park construction is mostly for the infrastructure to serve approximately 20 acres of the park. The work consists of roads, parking lots, new sanitary sewer system, new potable water system, and a stormwater management system. Other improvements will include playgrounds, a water feature, restroom building, promenade along the Quay, landscaping, irrigation, lighting, park furniture, etc.

Our services also included permitting through the South Florida Water Management District and the Florida Department of Environmental Protection.



1010 Kennedy Drive,  
Suite 201  
Key West, FL 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 3

# Relevant Experience

## *Caroline Street Improvements*

**Client:**

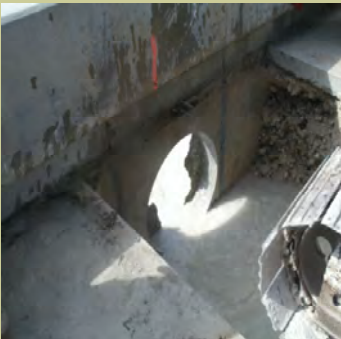
Mr. Gary Volenec, P.E.  
Senior Engineer  
City of Key West  
3140 Flagler Avenue  
Key West, Fl. 33040  
(305) 809-3967

**Design:** 2012–2014**Construction:** Starts 2015**Project Description:**

Caroline Street and the surrounding area businesses contributed significantly to the City of Key West throughout the early to mid 1900's. This area was a bustling sea port and an economic engine for the City. During the last 30 years the area became run-down and Caroline Street and Trumbo Road have seen little infrastructure maintenance since. The road, sidewalks, stormwater, landscaping, and lighting are generally deteriorated and in need of rehabilitation or re-construction.

The project proposes the re-construction of the road, sidewalks, lighting, landscaping, irrigation, raised intersections, cross walks, storm sewer, storm inlets, etc. along Caroline Street between Elizabeth and Grinnell Streets. The project also includes the replacement of the storm outfall pipe along Margaret Street.

We understand this project is larger than the task orders Monroe County will be issuing through this continuing services contract. However, it does show our ability to provide the following services: evaluations, schematic design, design development, preparation of scope of work, specifications, contract documents for bidding, bid reviews, cost estimates, and regulatory permitting/approval.



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 3

# Relevant Experience

## *Key West City Hall at Glynn Archer School*



**Client:**

Bender & Associates  
410 Angela Street  
Key West, Fl. 33040  
(305) 296-1609

**Design:** 2013–2014

**Construction:** Complete  
2017



**Project Description:**

The project proposed the renovation of the historic Glynn Archer School building. Our scope of work included paving, grading, and drainage, water and sewer service connections, pervious parking areas, and LEED calculations. The project is LEED certified.



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax



## Section 3

# Relevant Experience

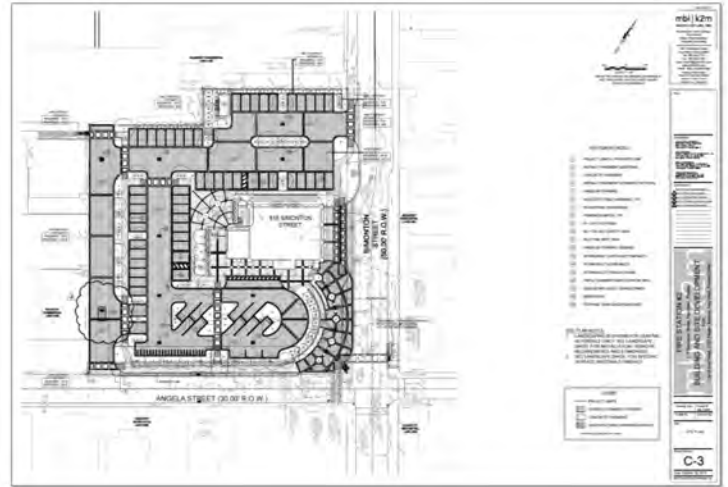
## Key West Fire Station No. 2



**Client:**  
MBI K2M  
1001 Whitehead Street  
Key West, Fl. 33040  
(305) 292-7722

**Design:** 2012–2013

**Construction:** Complete  
2015



### Project Description:

The scope of the project is for a stand alone fire station with public restrooms on the first floor and storage on the second with an open exterior stair for egress, attached to the Fire Station. Site development will include full landscaping and hardscape designs with irrigation, site lighting and a bus shelter.

Our scope of work included paving, grading, and drainage, water and sewer service connections, new driveways and parking, and sidewalks.



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax





Section 4

# *Location and Availability*



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax

# *Location and Availability*

## *4.0 Location and Availability*

We will provide rapid cost-effective response to the City's needs from our local office and will work seamlessly with the staff to satisfactorily complete each and every task order. **Allen E. Perez, P.E. will be the Client Manager and is easily accessible in Key West.**

**Mr. Allen E. Perez, P.E., President**

Perez Engineering & Development, Inc.  
1010 Kennedy Drive, Suite 201  
Key West, Fl. 33040

(305) 293-9440  
[aperez@perezeng.com](mailto:aperez@perezeng.com)

The following personnel will be providing support from our Key West office:

- ◆ Allen E. Perez, P.E., Client Manager
- ◆ Brandon O'Flynn, P.E., PSM, Senior Engineer
- ◆ Paul Semmes, P.E., Senior Engineer
- ◆ Justin Henika, E.I., Project Engineer

Section 5

# *Other Documents*



1010 Kennedy Drive,  
Suite 201  
Key West, Fl. 33040  
(305) 293-9440  
(305) 296-0243 Fax

## *5.0 Other Documents*

### **5.1 FGBC/LEED PROJECTS**

Perez Engineering & Development, Inc. (Perez) has provided professional engineering services for numerous projects that have been Florida Green Building Coalition (FGBC) and/or LEED certified. The following is a brief summary of FGBC/LEED projects:

- ◆ Poinciana Royale—FGBC Platinum Certified
- ◆ Grassy Key Fire Station—FGBC Certified
- ◆ Stock Island Fire Station—FGBC Silver Certified
- ◆ Boy Scouts' Camp Sawyer—LEED Certified Silver
- ◆ City of Key West City Administration Building Complex—LEED Design
- ◆ City of Key West Fire Station No. 2—LEED Design

### **5.2 FDOT, DBE, AND LAP**

Perez is qualified by FDOT to perform the following types of work:

- ◆ Group 3.1 Minor Highway Design
- ◆ Group 10.1 Roadway Construction Engineering Inspection

**Perez is also classified as a Disadvantaged Business Enterprise (DBE) through the FDOT Unified Classification Program.**

The following is a brief summary of LAP project experience:

- ◆ Gerald Adams/College Road Sidewalk Enhancement – FDOT/City of Key West LAP Project (FM 425851-1)
- ◆ Glynn Archer Drive/14th Street Roadway Construction – FDOT/City of Key West LAP Project (FM 420042-1-52-01)
- ◆ United Street Milling & Paving – FDOT/City of Key West LAP Project
- ◆ Flagler Avenue Improvements – FDOT/City of Key West LAP Project (FM 4213-78-1 & 4213-78-2).

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            )  
  ): SS  
COUNTY OF MONROE        )

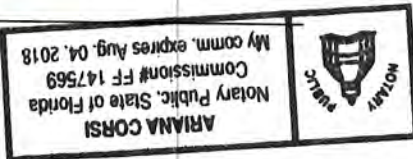
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this  
17 day of April, 2017.

NOTARY PUBLIC, State of Florida at Large  
Ariana Corsi

My Commission Expires: \_\_\_\_\_



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Bid or Contract No. RFQ 17-002 for GENERAL ENGINEERING SERVICES
  
2. This sworn statement is submitted by PEREZ ENGINEERING & DEVELOPMENT, INC.  
(Name of entity submitting sworn statement)  
whose business address is 1010 KENNEDY DRIVE, SUITE 201  
KEY WEST, FL 33040 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 65-0903931 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is ALLEN E. PEREZ and my relationship to  
(Please print name of individual signing)  
the entity named above is PRESIDENT.
  
4. 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
  
5. 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of t 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 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 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.
  
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date) 04-17-2017

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

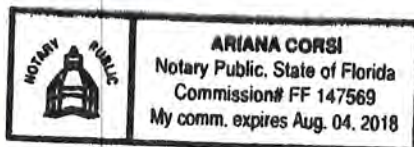
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this 17 day of April, 2017.

My commission expires:  
NOTARY PUBLIC

Ariana Corsi



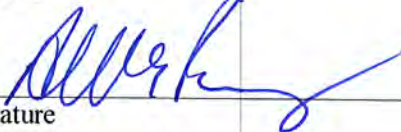
**INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Sub-consultants or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: PEREZ ENGINEERING & DEVELOPMENT, INC. SEAL:

1010 KENNEDY DRIVE, SUITE 201  
Address

  
Signature

Aaron E. Perez  
Print Name

President  
Title

4/17/17  
Date



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )  
: SS  
COUNTY OF Monroe )

I, the undersigned hereby duly sworn, depose and say that the firm of PETREL ENGINEERING & DEVELOPMENT, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: [Signature]

Sworn and subscribed before me this

17 day of April, 2017.

Ariana Corsi  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



## City Ordinance Sec. 2-799

### Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).

- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or

his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

- (d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.

- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF monroe )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of PEREZ ENGINEERING & DEVELOPMENT have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

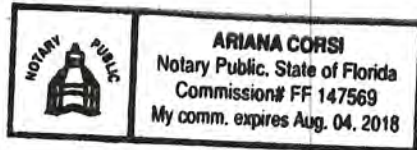
[Signature]  
\_\_\_\_\_  
(signature)  
4/17/17  
\_\_\_\_\_  
(date)

Sworn and subscribed before me this

17 Day of April, 2017.

Ariana Corsi  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



**City Ordinance Sec. 2-773. - Cone of silence.**

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
  - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
  - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
  - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
  - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

- (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publically noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
  - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
  - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
  - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
  - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
  - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
  - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
  - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
  - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

GENERAL ENGINEERING SERVICES / RFQ # 17-002

March 20, 2017

This addendum is issued as supplemental information to the RFQ for clarification of certain matters of both a general and a technical nature. The referenced Request for Qualifications (RFQ) package is hereby amended in accordance with the following items:

**On Page 2 of 49 Please make the following change:**

For information concerning this Request for Qualifications please contact **Janet Muccino, Project Manager**, Engineering Services Department only in writing and requests for information must be received at least ten (10) days prior to the date fixed for opening of responses to RFQ. The contact email address is [jmuccino@cityofkeywest-fl.gov](mailto:jmuccino@cityofkeywest-fl.gov). The City's "Cone of Silence" Ordinance Section 2-773 does not allow verbal communication.

**On Page 9 of 49 Please make the following change:**

**Contacts:**

All requests for information should be only in writing and emailed to **Janet Muccino, Project Manager** at [jmuccino@cityofkeywest-fl.gov](mailto:jmuccino@cityofkeywest-fl.gov) and requests for information must be received at least ten (10) days prior to the date fixed for the opening of responses to the RFQ. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the RFQ. If City issues an addendum, the Respondent has sole responsibility to receive any such addendum or any interpretations shall not relieve such Respondent from any obligation under his response as submitted. All addenda so issued shall become a part of the Contract document.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business



THE CITY OF KEY WEST  
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

## ADDENDUM NO. 2

**GENERAL ENGINEERING SERVICES / RFQ # 17-002**

**April 12, 2017**

This addendum is issued as supplemental information to the RFQ for clarification of certain matters of both a general and a technical nature. The referenced Request for Qualifications (RFQ) package is hereby amended in accordance with the following items:

- 1.) I was curious if for this contract, and MEP firm can apply as Prime for our area of discipline? Or would we need to team with other engineers – i.e. civil, structural, etc.

**An MEP can be prime; however, this RFQ is for general engineering services spanning the disciplines identified in the RFQ and teaming would be required. Discipline specific contracts will not be awarded**

- 2.) No 'Scope of Work' (listed on Page 7) has been provided for "Structural Engineering" services, mentioned on Page 4. Please clarify.

**Consultant team shall include licensed structural professional engineer/structural engineering firm to support evaluation and design of buildings (renovation and new), foundations, roof systems, coastal engineering, etc.**

- 3.) ***ADD THE FOLLOWING TO ARTICLE 4 / PART 3 / DRAFT AGREEMENT***

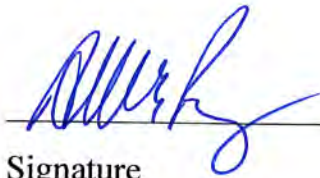
### **ARTICLE 4**

#### **TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;**

- 4.6 The CONSULTANT shall provide design assistance to City staff and attend City Commission Meeting(s) should an omission, lack of detail or design considerations result in a Change Order issued by the Contractor against the City utilizing plans prepared and sealed by CONSULTANT. This assistance will be provided at no charge to the City to allow CONSULTANT the opportunity to address the issue leading to the Change Order to the satisfaction of the City Commission.

- 4.) Consultant team shall include licensed Landscape Architect/Landscape Architectural firm to support landscape and irrigation system design requirements. Experience with local landscaping conditions and plant materials preferred.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature



Name of Business