

City of Key West, Florida

# **RFP 25-004 Water Quality Monitoring Program Proposal**



# Table of Contents

---

<b>1.0</b>	<b>Cover Letter and Executive Summary .....</b>	<b>1</b>
1.1	Cover Letter .....	1
1.2	Executive Summary .....	2
<b>2.0</b>	<b>Qualifications and Relevant Experience.....</b>	<b>4</b>
2.1	Firm composition and structure .....	4
2.2	Qualifications and experience of the project manager, key staff, and subcontractors .....	4
2.3	Project Organization.....	5
2.4	Relevant Monitoring and Sampling Experience .....	6
2.5	Relevant Testing Experience.....	8
<b>3.0</b>	<b>References and Quality of Past Performance on Similar Projects.....</b>	<b>9</b>
<b>4.0</b>	<b>Project Approach.....</b>	<b>13</b>
4.1	Task 1 - Review current relevant data across all GOCs and identify opportunities .....	13
4.2	Task 2 - Identify actions that may mitigate pollutants .....	13
4.3	Task 3 - Design water quality monitoring programs .....	13
4.4	Task 4 - Increase Availability of Recent Beach Reports .....	14
4.5	Task 5 - Increase Community Knowledge of Data/ Beach Report Implications.....	15
4.6	Assist with Design of New Beach Water Quality Monitoring Plan.....	15
4.7	Operations Plan.....	15
<b>5.0</b>	<b>Other Information / Value Added Options / Contract Deviations/ Clients/ Local Familiarity .....</b>	<b>17</b>
5.1	Value Added Options.....	17
5.2	Familiarity with City of Key West.....	17
5.3	Completed Projects .....	17
5.4	Additional information required.....	17
5.5	Potential conflicts of interest .....	17
5.6	Proposed contract deviations.....	17
<b>6.0</b>	<b>Cost Effectiveness.....</b>	<b>18</b>
<b>7.0</b>	<b>Project Schedule and Deliverables .....</b>	<b>19</b>
<b>8.0</b>	<b>Litigation .....</b>	<b>20</b>
8.1	Shareholders with greater than 5% ownership .....	20
8.2	List of Officers and Directors.....	20
8.3	Years of operations and years operating under the same name .....	20
8.4	Answers to questions .....	20

9.0 City Forms ..... 21

10.0 Project Location and Local Preference ..... 322

Appendices

Signature Authority

Corporate Charter Registration

Resumes

Equipment Lists

Rate Card

QA/QC Manuals

Financial Statements

RFP Copy

Addendums

Lab Certifications

Lab Audit





## 1.0 Cover Letter and Executive Summary

### 1.1 Cover Letter

April 17, 2025

Lucas Torres-Bull  
Procurement Manager  
1300 White Street  
Key West, Florida 33040

#### RE Water Quality Monitoring Program Proposal

Dear Mr. Torres-Bull,

RES Florida Consulting, LLC, is a wholly owned subsidiary of Resource Environmental Solutions, LLC (together with all of its subsidiaries and affiliates, "RES") is pleased to present the City of Key West (City) with this proposal to assist the City in developing a leading-edge water quality monitoring program. We recognize the importance of this initiative in supporting the City's efforts to assess, manage, and improve local water quality through science-based decision-making. RES has a clear understanding of the requirements for this project and understands that the data derived from this monitoring will be used to develop policies, programs, and practices to improve water quality for the City. We are committed to making this project a success with the personnel identified in this proposal.

For this opportunity, RES has teamed with Eurofins Scientific, a world leader in bio-analytical testing services and WSP who will be supporting our effort with staff and equipment for performing sampling activities. We have worked in the past with both companies and we are certain that with our combined expertise, from field sampling to laboratory analysis and data interpretation, we will provide streamlined and responsive project execution.

We are convinced that RES and its team partners are the best choice for the City on this project for the following key reasons:

- **Technical Expertise and Proven Experience** – RES has successfully managed water quality monitoring programs across Florida, utilizing sampling techniques and analytical methodologies that align with regulatory standards.
- **Advanced Analytical Capabilities** – Our partnership with Eurofins ensures high-quality laboratory analysis, including nutrient, bacteria, and pollutant testing, meeting or exceeding required detection limits.
- **Innovative and Cost-Effective Approach** – Utilizing WSP's local field support and equipment will optimize efficiency, while RES' data-driven strategies will provide actionable insights to support the City's environmental initiatives.

We look forward to collaborating with the City in developing an innovative water quality monitoring program that other communities will use as a benchmark standard for their own programs.

**Jen Savaro, WEDG**

Project Manager and Primary Point of Contact  
jsavaro@res.us | 610.304.2165

**Justin Freedman**

General Manager and Authorized Signatory  
312 SE 17th Street, Suite 200, Fort Lauderdale, FL 33316  
jfreedman@res.us | 954.484.8500  
Signature authorization provided as an appendix.





## 1.2 Executive Summary

### 1.2.1 Company Overview

As the nation's largest nature-based solutions company, Resource Environmental Solutions, LLC (RES) supports the public and private sectors with durable, resilient infrastructure for communities through solutions for environmental mitigation, stormwater and water quality, and climate and flooding resilience. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. From headwaters to coastal shores, RES designs, builds, and sustains sites that preserve the environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency. These projects restore sensitive wetland, prairie, and species habitats as well as floodplains, streams, river valleys, and coastal and tidal systems. The result is nature-based systems that cleanse water, shelter wildlife, buffer storms, and sequester carbon from the atmosphere.

RES works closely and creatively with municipalities, developers, operators, landowners, and regulatory agencies to balance the needs of clients, communities, and resources. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities.

We have helped clients successfully permit more than 3,900 projects, creating rich, high-functioning ecosystems as part of each permit. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportation, and other public-sector organizations. RES now maintains 48 operational hubs across the country, including four regional offices in Florida (Miami, Deland, Fort Lauderdale and Orlando).

RES delivers customized solutions tailored to our clients' needs. RES' internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, Rosgen IV certified stream designers, professional wetland scientists, engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members as well as supporting project controls, government affairs, public relations, financial, legal and analytical staff.

RES' experience includes the following:

- Currently conduct monitoring and maintenance (including invasive species management and hydrologic data collection and analysis) for over 50,225 acres of restored habitat
- Reductions of over 499 tons of water quality nutrients from the development of nutrient bank projects across the Mid-Atlantic
- Design and construction of over 356 stormwater management facilities for the improvement of water management and water quality across urban and agricultural lands
- Restoration, enhancement, and preservation of 76,150 acres of wetlands and conserved land
- Restoration of over 686 miles of streams and surrounding floodplain
- Rehabilitation, preservation, and/or management of over 20,400 acres of special-status species habitat
- Design, permitting, management, and development of 197 wetland, stream, species and conservation banks
- Development of restoration projects for the facilitation of compensatory mitigation and nutrient offsets for over 4,000 federal and state permits



**1,049,846**  
POUNDS WATER QUALITY  
NUTRIENTS REMOVED



**28,055,610**  
TREES PLANTED



**77,736**  
ACRES WETLANDS RESTORED



**88,429**  
ACRES LAND  
CONSERVED & PROTECTED



**686**  
MILES STREAMS RESTORED



**20,400**  
ACRES SPECIAL-STATUS  
SPECIES HABITATS PROTECTED



**422**  
MILES SHORELINE &  
TERRACES RESTORED



### 1.2.2 Company history and information

RES is a national operating company focused on restoring a resilient earth for a modern world, project by project. Founded in 2007 in Baton Rouge, Louisiana, RES quickly expanded along the Gulf Coast and grew organically into Texas, Pennsylvania, West Virginia, Ohio, and other regions in the country. RES employs 918 dedicated staff in offices across the country.

Over the years, RES has strengthened its team by bringing in accomplished experts with local knowledge and experience who share our vision of a resilient earth. To facilitate the growth of the RES team in Florida, RES acquired E Sciences and Sandra Walters Consultants in 2022. They are two of Florida's premier ecological and engineering consulting firms. With these transactions, RES has now approximately 100 employees in four offices across Florida including offices in Orlando, DeLand, Fort Lauderdale and Miami. In addition to these physical offices, RES staff located across the state, including Marathon, as well as 918 employees nationwide, provides us with substantial bench strength and the ability to be responsive to the City's needs.

Company Information	
<b>Principals</b> Rodger Wiederkehr, President, CEO Lorne Phillips, Chief Financial Officer Sam Burley, General Counsel	<b>Primary Point of Contact</b> Jen Savaro, WEDG jsavaro@res.us 610.304.2165
<b>State of Incorporation</b> Virginia	<b>Number of Employees</b> 918
<b>Years in Business</b> 18	<b>Corporate Telephone Number</b> 713.520.5400

### 1.2.3 Corporate charter registration

Please see a copy of RES' corporate charter registration attached as an appendix to this proposal.

### 1.2.4 Qualities and capabilities

RES is at the forefront of innovative water quality planning and design, monitoring and identifying solutions to local water quality issues. Across the country RES provides general civil and environmental engineering services for municipalities, including water quality assessments, stormwater master planning; implementation of master plans; technical review and engineering for wastewater requirements; permit reviews and support; and other general civil and environmental engineering services.

RES provides a full suite of engineering services related to water quality management, stormwater design, infrastructure management, hydrologic restoration and preservation, watershed planning and Federal Emergency Management Agency (FEMA) floodplain management and permitting. We assist clients with major regulatory programs such as National Pollutant Discharge Elimination System (NPDES) Phase I and Phase II permitting and compliance, Clean Water Act (CWA) services, and numerous other specialty areas. RES professionals are skilled in facilities engineering, including transaction support services such as property condition surveys and development feasibility studies for industrial and commercial land uses.

### 1.2.5 Approach overview

RES, along with our team partners Eurofins and WSP, will implement a systematic and science-driven approach to water quality monitoring that aligns with the City's objectives. Our methodology integrates comprehensive field sampling, laboratory analysis, and data interpretation to provide high-quality, regulatory-compliant results.

We will deploy trained field specialists to conduct precise and consistent sampling at designated locations using state-of-the-art equipment to measure key parameters, including nutrient levels, bacterial concentrations, dissolved oxygen, turbidity, and other water quality indicators. Eurofins' certified laboratory will perform detailed analytical testing, ensuring accurate and reliable data. RES will then interpret these results, providing the City with clear, actionable insights that support policy development and environmental management initiatives.

By leveraging innovative technology, on-demand data tracking, and a collaborative approach, RES and its partners will deliver a cost-effective, efficient, and transparent monitoring program that strengthens the City's water quality management efforts.

## 2.0 Qualifications and Relevant Experience

### 2.1 Firm composition and structure

RES is a limited liability company with no individuals having a five percent or greater ownership of the company.





### 2.2 Qualifications and experience of the project manager, key staff, and subcontractors

Resumes for listed staff are provided as an appendix to this proposal. RES has the depth of resources and flexibility to add personnel on an as needed basis, depending on the needs of the City.

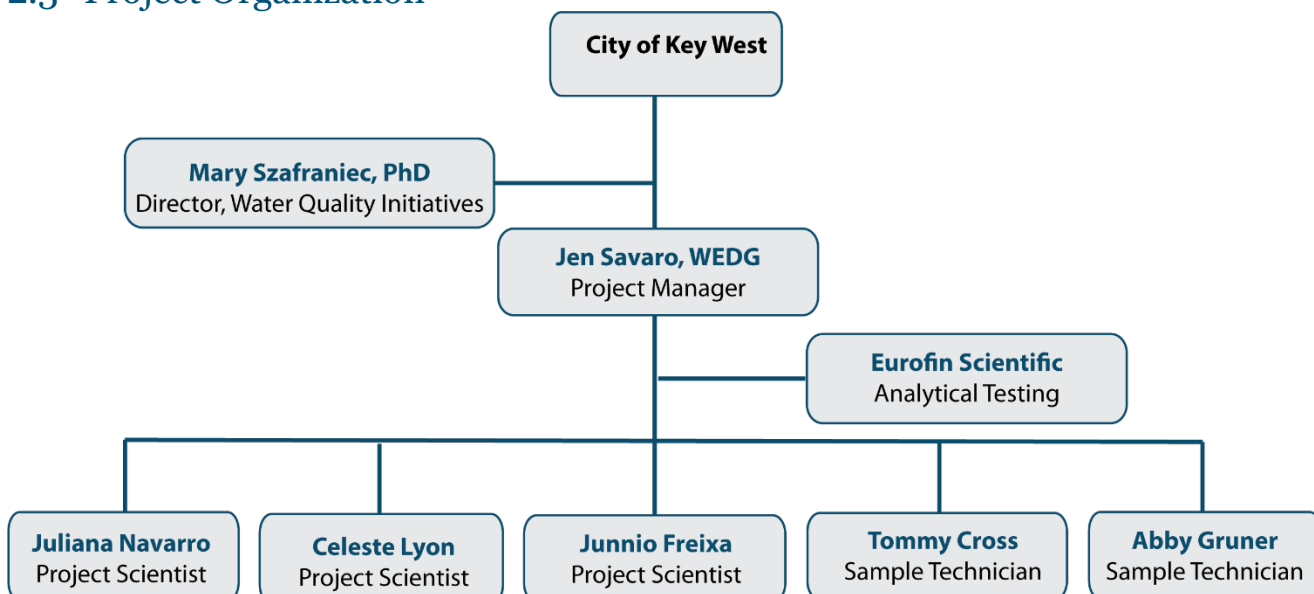
Team Personnel	Qualifications and Experience Summary	Project Role and Responsibilities
 <p><b>Jen Savaro, WEDG</b> Project Manager</p>	<p>Jen, based in Key Largo, specializes in natural resource assessments and permitting. She has experience providing marine and estuarine habitat assessments; coastal habitat assessments and permitting; upland habitat assessments and permitting; GPS data collection and GIS mapping and NEPA document preparation. Jen is also a NAUI Divemaster, with 13+ years of diving experience. Jen is trained in sampling and analytical techniques for field data collection, water quality sampling and assessment and species identification, including seagrass, coral, octocorals, fish and mangroves. Jen also has extensive experience in preparation and processing of State and federal permit applications.</p>	<ul style="list-style-type: none"> <li>• Serve as primary client point-of-contact.</li> <li>• Provide subcontractor coordination.</li> <li>• Responsible for budget maintenance.</li> <li>• Responsible for Customer service.</li> <li>• Provide schedule and meeting coordination.</li> </ul>
 <p><b>Mary Szafraniec, PhD</b> Director, Water Quality Initiatives</p>	<p>Dr. Szafraniec is RES' Director of Water Quality Initiatives and has an extensive ecological assessment and restoration background including design and implementation of marine and freshwater ecological monitoring and assessments, springshed and watershed pollutant evaluation and ecological restoration. She has 20 years of experience designing ecological studies analyzing and characterizing water quality, hydrologic regime, and biological community structure to assess the effects of anthropogenic and hydrological modifications on ecosystem response, and to determine the effectiveness of restoration activities. She provided an extensive review of Seminole County's entire water quality monitoring program (surface waters, flows and groundwater). She evaluated the monitoring program in terms of spatial/temporal coverage, and provided exploratory data analyses, including trend analysis, correlations, time series analysis, and multivariate analysis. Mary provided the County with recommendations to enhance the monitoring program.</p>	<ul style="list-style-type: none"> <li>• Provide QA/QC oversight for project data and deliverables.</li> </ul>
 <p><b>Celeste Lyon</b> Project Scientist</p>	<p>Celeste is an experienced environmental specialist with more than eight years of experience and a demonstrated history of working in the environmental sciences industry. Her expertise encompasses groundwater science, nutrient loading, source tracking, restoration planning, interagency collaboration, and watershed management and assessment. She has experience with data collection, analysis, report preparation, and technical presentations relating to both surface and groundwater water quality. She is also highly skilled in conducting spatial analyses using ArcGIS.</p>	<ul style="list-style-type: none"> <li>• Develop water quality recommendations and identify action items to mitigate pollutants.</li> <li>• Assist with the design of the Water Quality Monitoring Plan.</li> </ul>





Team Personnel	Qualifications and Experience Summary	Project Role and Responsibilities
 <b>Juliana Navarro</b> Project Scientist	Juliana is a scientist with more than three years of experience. Her experience includes conducting environmental research in coastal Florida ecosystems, surveying endangered species and performing water quality monitoring.	<ul style="list-style-type: none"> <li>• Water quality monitoring and sampling.</li> <li>• Data management and reporting</li> </ul>
 <b>Junnio Freixa</b> Project Scientist	Junnio is a scientist and project manager with seven years of experience providing support in field investigations, environmental site sampling, and Phase I and Phase II Environmental Site Assessments (ESA), regulatory reporting, and GIS applications. He is experienced in Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) and has conducted field sampling efforts including air, soil and groundwater sampling.	<ul style="list-style-type: none"> <li>• Project field supervisor.</li> <li>• Data management and reporting.</li> <li>• Develop water quality recommendations and assist with the design of the Water Quality Monitoring Plan.</li> </ul>
 <b>Tommy Cross</b> Sample Technician	Tommy was trained to sample at Flowers Chemical Labs in 2008 and performed groundwater and surface water monitoring from 2008-2014. He has performed field work throughout the state of Florida and has performed the Key West Bight Quarterly Monitoring since 2009. He has also conducted the semi-annual monitoring of Boot Key Harbor in Marathon. He is trained to run all the bacteria analysis, TSS analysis and CBOD analysis performed at the Marathon Lab.	<ul style="list-style-type: none"> <li>• Sample collection, processing and shipment</li> <li>• Equipment calibration and general maintenance</li> </ul>
 <b>Abby Gruner</b> Sample Technician	Abby's four years of professional experience includes various roles such as performing water quality sampling, overseeing construction projects, and assisting with environmental analysis reports. Before joining WSP in 2024, Abby worked at CDM Smith and Future Aviation.	<ul style="list-style-type: none"> <li>• Sample collection, processing and shipment</li> <li>• Equipment calibration and general maintenance.</li> </ul>

## 2.3 Project Organization





## 2.4 Relevant Monitoring and Sampling Experience

### Environmental Engineering Continuing Services

#### City of Miami Beach | Miami Beach, Miami-Dade County, FL

RES was awarded a contract to conduct environmental/ coastal engineering services. The following is an overview of services provided.

##### *Groundwater Elevation Monitoring and Mapping Support, Sunset Harbor*

RES assisted the City with the completion of a groundwater elevation monitoring study in the Sunset Harbor neighborhood. This study was conducted to evaluate the soil storage capacity within this area to support the design and installation of a stormwater management system. RES provided training and support during installation of the equipment and data collection, data management and modeling efforts. The City successfully installed equipment and downloaded data with the assistance of RES personnel.

##### *Normandy Shores Golf Course Groundwater Monitoring*

RES was engaged by the City of Miami Beach to implement the required groundwater monitoring based on the documented presence of arsenic impacts at the Normandy Shores Golf Course. The groundwater monitoring program has been modified over the years based on the data compiled. The goal of the monitoring program is to demonstrate that the arsenic groundwater plume is stable and contained within the site boundaries.

##### *10th Street Terminus Water Quality Sampling*

RES conducted water quality monitoring in the bay at 10th Street in Miami Beach. The request was based on a response to a resident's reported observation of "oil, debris and sewage" into the bay emanating from a culvert in the seawall. The resident posted photographs showing a dark area in the water in social media. It was also noted that roadway construction was ongoing in the area and that there was a turbidity curtain in the water at this location. RES collected water quality samples and reviewed area activities to document impacts from alleged discharge exist.

##### *Emergency Surface Water Bacteria Sampling*

RES collected surface water samples on an emergency basis to evaluate the presence of enterococci and fecal coliform sanitary sewer leaks. RES collected samples and submitted them to Miami-Dade County's laboratory for analysis. Work was conducted on an expedited basis to comply with regulatory requirements.

### PortMiami Turbidity and Species Monitoring, Miami-Dade County, Florida

#### Fincantieri Infrastructure Florida | Miami-Dade County, Florida

MSC Cruises expanded their cruise ship berths at PortMiami in Government Cut. Fincantieri Infrastructure Florida (FIF) is the design build contractor. The area has multiple cruise ship berths, a coastguard station, two ferry terminals and a very busy pleasure craft traffic. RES worked with FIF to conduct marine species monitoring and water quality (turbidity) monitoring. The ultimate dredging depth is -38 feet North American Vertical Datum of 1988 (NAVD 88). The project was permitted through several local, state and federal agencies as it is located in a marine preserve. Samples were collected at least 300 meters upstream of construction and within 150 meters downstream at three depth intervals. Sampling began within 30 minutes of the start of daily dredging activities and continued every four hours until operations ended. Dredging was conducted seven days a week and generally 12 hours per day. Since the project was located in a marine preserve, there is a 0 Nephelometric Turbidity Unit (NTU) limit over background for turbidity. Any exceedances are reported to FIF and ultimately to FDEP and Miami-Dade County Department of Environmental Resources Management (DERM). Dredging was stopped until turbidity readings are 0 NTU above background. RES developed a custom Survey123 program which collected data from the daily activities, the data was uploaded and daily maps and logs were created to meet weekly reporting requirements.

#### AT A GLANCE.

##### Client Contact

Samantha Tiffany  
Environmental Resources Manager  
1700 Convention Center Drive  
3rd Floor  
Miami Beach, Florida 33139  
(305) 673-7000 Ext. 26032 |  
[SamanthaTiffany@miamibeachfl.gov](mailto:SamanthaTiffany@miamibeachfl.gov)

##### Contract Value

\$973,347

##### Contract Period

August 2011 – Ongoing

##### Project Highlights

- Water Quality Sampling Monitoring
- Water Bacteria Sampling

##### Key Staff

- Jen Savaro, WEDG
- Junnio Freixa

#### AT A GLANCE.

##### Client Contact

Andy Rodriguez, PE, CGC,  
Senior Project Manager  
1 SE Third Avenue  
Miami, Florida 33131  
[andy.rodriguez@fl.fcinfrastructure.com](mailto:andy.rodriguez@fl.fcinfrastructure.com)  
786.200.0974

##### Contract Value

\$325,000

##### Project Size

17 acres upland construction  
8.5 acres of dredging  
5,000 feet shoreline

##### Contract Period

2022 – 2024

##### Project Highlights

- Endangered species construction support services

##### Key Staff

- Junnio Freixa
- Juliana Navarro



## Sun Communities Water Quality Sampling

Sun Communities, Inc. | Cities of Marathon and Key West, Monroe County, FL



### AT A GLANCE

#### Client Contact

Peter Powers  
27777 Franklin Road, Suite 200  
Southfield, MI 48034  
(305) 307-5108  
[ppowers1@suncommunities.com](mailto:ppowers1@suncommunities.com)

#### Contract Value

\$8,000/year

#### Project Highlights

- Water quality sampling and monitoring

#### Contract Period

7/2019 – 12/2025

#### Key Staff

- Jen Savaro, WEDG
- Junnio Freixa

RES performed water quality monitoring for Sun Communities, Inc. at two locations, including Ocean Breeze Marina in Marathon, Monroe County, Florida and Cow Key Marina in Key West, Monroe County Florida. The FDEP is requiring the implementation of a water quality monitoring program per permit conditions for both locations. RES conducts water quality monitoring events twice a year, approximately six months apart during the wet and dry seasons. Monitoring for both locations began during the wet season of 2019 and is ongoing.

RES identified a trending pattern and was able to work with FDEP to modify the permit requirements for the Cow Key Marina. Sampling parameters were reduced to sampling only for copper.

## Fury Watersports Submerged Land Lease Water Quality Monitoring Compliance

Fury Management, Inc. | Key West, Monroe, Florida

Fury's Environmental Resource Permit (ERP) and Submerged Land Lease (SSL) requires implementation of a long-term water quality monitoring program. RES staff conduct water quality monitoring semi-annually in the dry and wet seasons over time to comply with the ERP and SSL.

The site is a small offshore area with vessel platforms and inflatable water equipment. The sampling regime consists of two sampling locations – one inside the SLL area and one 300 feet outside the SLL area.

Bacteriological quality samples are collected during the outgoing tide and duplicated at each sampling location. In-situ parameters are measured for dissolved oxygen (mg/L) and temperature (°C). For these parameters, diel sampling is conducted at eight-hour intervals over a 24-hour period. At each sampling location, dissolved oxygen and temperature samples are collected one foot below the surface, mid-depth, and one foot above the bottom. Additionally, weather and tidal stage data are recorded for each sampling period.



### AT A GLANCE.

#### Client Contact

Marcel Geluk  
313 Margaret Street  
Key West, FL 33040  
(305) 587-7009  
[marcel@furykeywest.com](mailto:marcel@furykeywest.com)

#### Contract Value

\$16,852

#### Contract Period

2021 - Ongoing

#### Project Highlights

- Water quality sampling and monitoring

#### Key Staff

- Jen Savaro, WEDG
- Junnio Freixa





## 2.5 Relevant Testing Experience



### Environment Testing

#### 2.5.1 Capabilities

Eurofins Orlando is a nationally certified, full-service testing laboratory which provides analytical and environmental laboratory services to governmental, municipalities, utilities, commercial, industrial, and residential clients on a continuous basis since 1957. Eurofins Orlando's technological capabilities include a full spectrum of advanced scientific instrumentation, equipment, and computer systems. Eurofins Orlando has been certified by the State of Florida's Department of Environmental Regulation and the Department of Health for more than five decades. Eurofins Orlando is certified in the Florida DOH Drinking Water, Non-Potable Water and Solid & Chemical Materials categories for a large scope of analyses. Eurofins Orlando provides environmental consultation and analytical laboratory testing and sampling services for:

- Primary & Secondary Drinking Water Analyses
- Reclaimed Effluent Grab and Composite
- Ground Water Monitoring
- Surface Water Monitoring
- Soil and Sediment Analyses
- Sludge Analyses
- Solid Waste Analyses
- Wastewater Analyses
- Microbiological Analyses
- Contamination Assessment
- Environmental Compliance
- Hazardous Waste Characterizations

#### 2.5.2 Experience with Florida Municipal Clients

Eurofins Orlando has been involved in a variety of laboratory testing and sampling projects and has served nearly four thousand national, international, and regional clients. Below is a selective listing of municipal clients within the state of Florida for whom such services have been provided:

- City of Key West, FL
- Florida Keys Aqueduct Authority
- City of Rockledge, FL
- City of Apopka, FL
- City of Clermont, FL
- City of Maitland, FL
- TOHO Water Authority
- City of Cocoa, FL
- City of Port St. Lucie, FL
- City of Kissimmee, FL
- Florida Gas Transmission, FL
- City of Lake Mary, FL
- City of Oviedo, FL
- City of Melbourne, FL
- City of Palm Bay, FL
- City of Ft. Pierce, FL
- Palm Beach County, FL
- Polk County, FL
- City of Marathon, FL
- City of Lake Wales, FL
- Lee County, FL
- Osceola County, FL
- City of Key West Port Operations
- Seminole County, FL



## 3.0 References and Quality of Past Performance on Similar Projects

### Islamorada Water Quality and Benthic Vegetation Monitoring in Canals

Islamorada, Village of Islands | Islamorada, Village of Islands, Monroe County, FL



RES is performing water quality and benthic vegetation monitoring within select residential canals and nearshore waters related to the Village's ongoing water quality evaluation project. The Village created a water quality and benthic monitoring program to gather baseline data from a series of canals to detect changes in water quality as a function of remediation action activities. The project was initiated in 2015 by others. The project was transitioned to RES in 2020.

RES is tasked with maintaining the established dataset, detecting changes over time, and continuing the evaluation of canal conditions as they relate to remediation activities including canal restoration or other natural or unnatural events. The project also supports the Village's efforts to collect and analyze nearshore water nutrient loadings to ensure compliance with water quality standards. By maintaining and expanding the established dataset, RES' scientists have been able to organize and identify existing data gaps and provided recommendations to the Village, so their future needs may be met. RES is currently in the fifth year of monitoring.

Project Canal Location  
Information: Canal 114  
(25.0005, -80.53331), Canal 116  
(24.99888, -80.533883), Canal  
132 (24.958311, -80.567539),  
Canal 147 (24.873772, -  
80.699467), 152 (24.85748, -  
80.73173), Canal 155  
(24.854089, -80.738314), Canal  
157 (24.853558, -80.732617).



#### AT A GLANCE.

##### Client Contact

Peter Frezza  
86800 Overseas Highway  
Islamorada, Florida 33036  
(305) 664-6467 |  
peter.frezza@islamorada.fl.us

##### Contract Value

\$75,000/Annually

##### Contract Period

10/2020 – 10/2026

##### Project Type

Advisory Services

##### Project Highlights

- Water Quality Sampling and Monitoring
- Benthic Surveys
- Canal Restoration

##### Key Staff

- Jen Savaro, WEDG
- Junnio Freixa
- Juliana Navarro



## *Islamorada, Village of Islands*

July 5, 2023

RE: Reference Letter for RES Florida Consulting, LLC

To Whom It May Concern:

RES provided semi-annual water quality and benthic surveys for Islamorada, Village of Islands (the Village) to evaluate surface water quality improvement projects in residential canals within Islamorada, Monroe County. The Village transitioned their water quality and benthic monitoring project from a university to RES in 2020 as part of an ongoing water quality evaluation project. RES has performed four monitoring and reporting events. Services included compiling and synthesizing historic monitoring information, conducting water quality monitoring (field and laboratory analysis) and conducting benthic resource surveys. Prior to performing field work RES obtained a NOAA National Marine Sanctuary Permit. The results of these efforts have been summarized in five separate reports outlining the background, methods, results, data analysis and conclusions and recommendations.

The budget for the project in 2022 was \$65,000.00 and the work was completed in December 2022. The Village has extended this contract for conducting an additional year of monitoring in 2023 with a budget of \$75,000.00. I serve as the Village project coordinator and work with RES regarding scheduling and performance of services.

Additionally, RES provides ongoing support to the Village's Planning and Development Services Department by reviewing drainage plans that are submitted to the Village for development, redevelopment or modifications to existing developments to evaluate if the overall stormwater management plan is substantially consistent with the Village's stormwater management regulations and Stormwater Design Criteria Technical Manual. Formal review letters provide the results of our review. These reviews are often time sensitive and are regularly completed within three to fourteen working days.

RES has been professional, reliable, and responsive regarding the Village's projects. They have always devoted the necessary time and staff to make these projects successful and have maintained excellent communication. I would highly recommend that they be considered for any project they may undertake.

I will serve as the contact person for this reference. The following is my contact information, and I have been notified that Monroe County may contact me to check this reference. Please feel free to contact me if I can provide any additional information regarding the performance of RES.

Respectfully,

Peter Frezza  
Environmental Resources Manager  
Islamorada, Village of Islands  
Office: 305-664-6427  
Cell: 305-393-0982  
[peter.frezza@islamorada.fl.us](mailto:peter.frezza@islamorada.fl.us)

86800 Overseas Highway, Islamorada, FL 33036  
Office 305-664-6400 • FAX 305-664-6464 • [www.islamorada.fl.us](http://www.islamorada.fl.us)





## Continuing Contract for General Environmental Engineering City of Fort Lauderdale | City of Fort Lauderdale, Broward County, Florida

RES was awarded a contract with the City of Fort Lauderdale (City) to provide ongoing environmental engineering support during three separate consultant selection processes. The scope of the contract is broad and provided us with a wide range of opportunities to support the City.



**Himmarshee Canal Assessment:** Aspects of this project focused on planning and design for canal dredging of a surface water, restoration of a river, construction administration, environmental permitting support, sediment assessment, biological monitoring/submerged aquatic vegetation survey and mapping, development of an effective water quality monitoring plan, environmental monitoring and assessment of surface water, laboratory analyses of water and sediment, public engagement support, project management and quality assurance/control.

The City of Fort Lauderdale (City) identified a sewer force main break that caused 13 million gallons of wastewater from the force main to discharge into the Himmarshee Canal. The City entered into an Amended Consent Order with the FDEP that obligated the City to complete an “environmental analysis” of the Himmarshee Canal to assess potential impacts caused by the unauthorized discharge. In response, RES prepared a Water Quality Assessment Plan that was approved by FDEP without comment. RES evaluated potential sediment impacts to approximately 1,600 linear feet of the Himmarshee Canal using a variety of methods including consideration of natural, cultural, and physical environmental resources; review of ambient water quality data; characterization of sediment layers; performing laboratory analysis on sediment samples; and conducting a benthic survey. The assessment goals were to identify if sediment, solids, or other indicators of wastewater had accumulated on the canal bottom from solids settling out of the wastewater discharge, identify if residual impacts from the discharge was present, and identify the extent of the impacted area. RES used vibracore technology to collect sediment cores for visual characterization and laboratory analysis. RES worked with the laboratory to develop methods to analyze the sediment for parameters that could be indicative of wastewater, persist in the environment and are not naturally occurring. Sediment samples were analyzed for human waste indicators and bacteria to define the area of impact. Water quality evaluation included nutrients, dissolved oxygen, and enterococci bacteria. A benthic survey using a “go-pro” camera was used to document the river bottom and to evaluate the presence of submerged aquatic vegetation. A hydrographic survey was conducted and the information used to estimate the dredge material volumes for the purposes of obtaining contractor bids. RES collaborated with the US Army Corps of Engineers (USACE), FDEP and Broward County to identify ways to streamline the agency permitting and authorization procedures in support of the development of a sediment removal plan. Weekly updates were provided to the City to be disseminated to the public to keep the residents informed of the project’s progress.

The City is electing to remove sediment within the Himmarshee Canal as a surface water quality enhancement project. RES assisted the City with bidding documents and restoration contractor selection. RES will assist with construction compliance when that project begins sediment removal.

### AT A GLANCE.

#### Client Contact

Todd Hiteshew, Environmental Services Manager  
Public Works Department  
949 NW 38th Street  
Fort Lauderdale, Florida 33309  
(954) 828-4357 | [thiteshew@fortlauderdale.gov](mailto:thiteshew@fortlauderdale.gov)

#### Contract Value

\$593,822

#### Contract Period

June 2008 – Ongoing

#### Project Type

Advisory Services

#### Project Highlights

- NPDES / Water Quality
- Sampling
- Benthic Surveys
- Wildlife Surveys / Relocations
- Phase I and Phase II Environmental Site Assessments
- Agency Permitting
- NEPA
- Soil and Groundwater Testing

#### Key Staff

- Jen Savaro, WEDG



## CITY OF FORT LAUDERDALE



March 28, 2023

Ms. Tonya Parker-Rimes  
Procurement Manager  
Southwest Florida Water Management District  
2379 Broad Street,  
Brooksville, Florida 34604-6899

Subject: Client Reference for RES Florida Consulting, LLC dba E Sciences  
Request for Qualifications RFQu 23-4106 SWFWMD General Engineering and  
Professional Services

Dear Ms. Parker-Rimes

The City of Fort Lauderdale has contracted with RES on numerous projects related to engineering and professional services. The scope of these projects have ranged from water quality evaluations, dredging projects, permitting, contamination testing and a variety of other tasks. However, this letter serves to provide a reference for two particular projects: Tarpon River Restoration and Himmarshee Canal Assessment.

As part of these two projects, RES provided water quality assessment, sediment characterization and testing, dredging/restoration plan and bid specifications development, environmental permitting, and supported the City by participating in meetings with FDEP, City staff, consultants and permitting agencies.

The work was completed within the necessary timeframes and within the budgets proposed. Their deliverables received no comments from the FDEP. We are satisfied with their work and continue to provide them new assignments.

Sincerely,

*Todd Hiteshew*

Todd Hiteshew  
Environmental Compliance Manager, City of Fort Lauderdale



## 4.0 Project Approach

**RES understands the project, and its scope of services and goals.** RES, in partnership with Eurofins and WSP, will implement a structured, efficient, and technically rigorous work program to achieve the goals outlined in the City's Water Quality Monitoring Program. Our strategy will ensure a comprehensive review of existing data, identification of mitigation opportunities, and design of innovative monitoring programs that support public awareness and environmental stewardship.

### 4.1 Task 1 - Review current relevant data across all GOCs and identify opportunities

With a long history of working on water quality issues in the Florida Keys, RES will conduct a **comprehensive assessment of existing water quality data** from various sources, including previous monitoring efforts, regulatory agency reports, and academic research. Our local presence and extensive experience in coastal ecosystems allow us to efficiently identify geographic areas of concern (GOCs), pollution trends, data gaps, and strategic opportunities to enhance the City's water quality monitoring and management efforts. We will use GIS-based spatial analysis to assess pollution trends and hotspot areas, review historical weather patterns and events, identify data gaps and inconsistencies in historical datasets, and engage with local agencies, non-governmental organizations, and research institutions to integrate relevant findings and to determine major contributors (i.e., stormwater runoff, wastewater, boating activity). The team will assess the sources, pathways, and concentration of identified pollutants, determine which pollutants have the greatest impact on water quality and ecological health and identify key hot spots where pollutant mitigation will have the greatest benefit.

RES has a proven track record of taking complex scientific data and distilling it into clear, actionable information for decision-makers and the public. We have successfully done this with other local governments, including the Village of Islamorada for the canal water quality and benthic monitoring project. We ensure that the recommendations are not only scientifically sound but also easily understood by policymakers, stakeholders, and residents. As part of this effort RES and team will prepare recommendations on water quality monitoring strategies and pollutant characterization in layman's terms. These findings will be presented at a City Commission meeting, where we will seek feedback to refine the monitoring approach before moving forward with implementation.

### 4.2 Task 2 - Identify actions that may mitigate pollutants

Building on the insights from Task 1, the team will leverage its deep understanding of local water quality challenges and regulatory frameworks to identify **practical and scientifically sound strategies to mitigate pollutants**. The goal is to identify effective, practical, and cost-efficient methods to reduce pollutant loads while considering environmental, regulatory, and financial constraints. We will evaluate structural and non-structural Best Management Practices (BMPs) for stormwater, wastewater, and non-point source pollution control, identify operational and policy-based changes that can reduce pollution at the source, and innovative or nature-based solutions. For example, vegetative buffers and wetlands for nutrient absorption, bioretention systems and permeable pavement to reduce stormwater runoff, enhanced street sweeping and sediment control measures, improved waste management practices and public education programs.

The team will develop a ranked list of mitigation strategies, prioritizing those that offer the highest return on investment in terms of pollution reduction and sustainability. Each potential mitigation strategy will be assessed based on the following:

- **Effectiveness**—ability to reduce pollutant levels based on scientific studies and case studies from similar environments.
- **Feasibility**—implementation realism given physical constraints, permitting requirements and local regulatory frameworks.
- **Cost-benefit analysis**—comparison of projected pollutant reduction benefits versus implementation and maintenance costs.

With local staff and equipment embedded in the Keys, the team will also provide line-item costs for each sampling scenario and outline specific monitoring goals associated with each mitigation strategy. Final recommendations will be presented to the City Commission for review and guidance, ensuring alignment with local priorities and available funding opportunities.

### 4.3 Task 3 - Design water quality monitoring programs

The team will develop a customized, adaptive water quality monitoring program aligned with the City's environmental priorities and mitigation strategies identified in Tasks 1 and 2. The program will be designed to capture both baseline conditions and changes resulting from mitigation efforts, providing the City with a strong foundation for long-term water quality management.

Our team's familiarity with the region's physical, ecological, and regulatory landscape ensures a tailored approach that accounts for local environmental dynamics and community needs. The team will develop a monitoring program that is based on pollutant hotspots, will define appropriate sampling frequency, duration, and intensity, select target parameters (i.e. nutrients, bacteria,





heavy metals) based on Task 1 findings and match analytical methods to regulatory standards and monitoring goals, and lastly will incorporate manual grab sampling and automated sensor deployment for continuous and event-based data capture.

We will incorporate statistical modeling and spatial analysis tools to optimize site selection, detect pollutant trends, and support adaptive management. Additionally, we will utilize automated data management tools to streamline QA/QC data storage, reporting, and visualization for stakeholders. Line-item cost breakdowns for various monitoring scenarios (i.e. pre-and post-mitigation effectiveness, source tracking studies) will be provided. The detailed costs will include sample type, frequency, lab analysis, staffing, and equipment to support budget planning.

Recognizing the City's concern regarding bacteria at Swimming Beaches GOC, the team will design an enhanced Beach Water Quality Monitoring Program that builds on current Florida Department of Health (FDOH) efforts and expands the City's ability to detect, understand, and mitigate bacterial pollution. The short-term goals of the Beach Monitoring Water Quality Monitoring Program are to increase sampling frequency from bi-weekly to weekly, leveraging the team's local field staff to reduce costs and improve responsiveness, maintain enterococcus spp. testing for compatibility with FDOH protocols while providing real-time data sharing tools and trend summaries to inform residents and visitors and to deliver public education materials and signage to raise awareness of water quality conditions, health risks, and pollution prevention practices. Long-term objectives will be to implement a Microbial Source Tracking (MST) program to determine whether bacteria originate from human, avian, or other animal sources and based on source identification, propose to monitor targeted mitigation efforts (i.e. stormwater retrofits, infrastructure upgrades). The final deliverable will compile a detailed Monitoring Program Report that includes design rationale, sampling protocols, staffing plan, analytical methods, and scenario-based cost estimates. This report will be presented to the City Commission for review and final guidance. RES will adjust the plan based on Commission input.

#### 4.4 Task 4 - Increase Availability of Recent Beach Reports

RES has a long-standing presence in the Florida Keys and a local team with extensive experience in water quality monitoring, public communication, and environmental data management. With experienced **local staff and equipment** based in the Florida Keys, the team is **uniquely positioned to conduct routine, high-quality sampling efficiently and cost-effectively**. Our team understands the unique challenges and regulatory landscape of the region, allowing us to design a practical and effective strategy to improve the availability of beach water quality reports.

Our trained local staff will coordinate with FDOH to conduct bi-weekly field sampling. Our local presence ensures rapid response, consistency in sampling methods, and cost savings by reducing mobilization needs. Additionally, the increase in sampling enhances the City's ability to detect short-term trends and respond to public health or environmental concerns in real-time. Sampling methods will comply with FDEP and FDOH standards, ensuring data defensibility for regulatory and funding purposes.

RES will coordinate with the FDOH and continue to follow the FDOH's established protocols under the Healthy Beaches Program for water sampling, while optimizing processes to enhance timeliness and transparency. Bi-weekly samples will be collected from the designated public beach access points in Key West, including Smathers Beach, Fort Zachary Taylor State Park, Higgs Beach and South Beach. Prior to sampling, high and low tide times will be obtained and the following field measurements will be collected at each sampling site at the surface, middle of the water column and at the bottom and recorded: water depths (meters), salinity (practical salinity units), specific conductivity, temperature (°C), dissolved oxygen (milligrams per liter and % saturation), pH, and turbidity (nephelometric turbidity units).

At each site, a 100mL marine water grab sample will be collected at knee-depth using sterile techniques, in accordance with FDOH and FDEP protocols. Samples will be analyzed by Eurofins, a National Environmental Laboratory Accreditation Program (NELAP)-certified laboratory, for the presence of enterococci bacteria, an indicator of fecal contamination. Exceedances will trigger immediate health advisories. Per FDOH's protocol's, results will be categorized based on colony-forming units (CFU) per 100 mL into three categories: Good (0-35.4 CFU), Moderate (35.5-700.4 CFU), or Poor (70.5+ CFUs).

With field staff, equipment and NELAP certified laboratory based in the Florida Keys, the team is well-positioned to streamline the collection, processing, and distribution of beach water quality data. By selecting Eurofins laboratory located in Marathon, FL, we will meet the requisite hold times. We will request coolers, with the required set of sample bottles and one extra set in case of damage, ahead of time so we have the opportunity to ensure that the correct containers are provided. Ice will be purchased in advance of sample collection so that samples never exceed appropriate storage temperatures. Samples will be placed in laboratory containers, labeled individually, and sealed. Chain of custody forms will be completed for each sample event. We will prearrange each day with the laboratory so that samples can be processed within required holding times.

We will use our own equipment to collect salinity, specific conductivity, temperature, dissolved oxygen, pH and turbidity. We own YSI 556 Water Quality Multimeters and Lamotte Turbidity 2020E meters. A Van Dorn or similar sampler will be used to



collect water samples. Additional equipment includes sample bottles, ice, coolers, datasheets, clipboards, field notebooks, pens, field tablets, Deionized water and gloves. We will develop reporting formats to clearly communicate advisory statuses.

#### 4.5 Task 5 - Increase Community Knowledge of Data/ Beach Report Implications

Effective water quality management depends on **public understanding and engagement**. As a firm with deep roots in the Florida Keys, RES recognizes that the best environmental policies are supported by informed residents, businesses, and visitors. We will develop and implement a multi-faceted outreach strategy to educate the public about the significance of beach water quality reports, the factors affecting water conditions, and how individuals can contribute to water quality improvement. Our local team's extensive experience in translating scientific data into accessible, layman-friendly information ensures that our outreach efforts will be clear, engaging, and actionable. RES will ensure complex lab results and regulatory information are translated into clear, accessible messaging.

RES will develop visually engaging, easy-to-understand materials to help the public interpret water quality data. These may include infographics and fact sheets explaining water quality trends, monitoring processes, and what different bacterial levels mean. RES can work with the City to create a centralized Beach Water Quality Dashboard for real-time and historical display. Building on our success with similar projects in Islamorada and surrounding areas, RES proposes to design a digital platform utilizing ArcGIS StoryMaps. It will provide live water quality status using color-coded advisory indicators, features interactive mapping with real-time updates for each monitored beach, allows users to explore trends over time, historical exceedances, and seasonal variability (dry and wet seasons) and lastly it will include educational content explaining the sampling process, interpretation of results and health implications.

In addition to the dashboard, RES will work with the City to increase public awareness of water quality conditions through local media outlets including partnering with newspapers, radio stations, TV networks and assisting with interactive online content, such as FAQs, blog posts, and social media posts on water quality topics. We distribute summaries of water quality findings in layman terms, develop visual signage and beach QR codes linking to the live dashboard updates and create material for public outreach and educational efforts to help the public understand pollution sources, health risks, and how to interpret data.

RES implements a QA/QC program that includes using FDEP-adopted SOPs for field work and sampling. All of our documents are produced in accordance with our QA/QC program that includes robust reviews and sign-off of documents by senior technical staff of all reports, tables, figures and graphs. This ensures that you will receive quality reports summarizing field activities, results and trends.

#### 4.6 Assist with Design of New Beach Water Quality Monitoring Plan

RES will work closely with the City to evaluate, refine, and enhance the existing Beach Water Quality Monitoring Plan. Our team's extensive experience in scientific sampling, data analysis, and regulatory compliance ensures that we can design a program that is scientifically robust, cost effective, and aligned with public health goals.

With our local presence, we bring firsthand knowledge of seasonal water quality variations, pollution sources, and site-specific challenges in the Florida Keys. This will allow us to recommend a customized monitoring strategy that effectively captures both baseline conditions and emerging water quality concerns.

We will conduct a comprehensive evaluation of the City's existing beach water quality monitoring efforts, focusing on sampling locations and frequency, laboratory methods, data management and reporting efficiency. Our local expertise will allow us to identify opportunities for increased efficiency and accuracy while ensuring compliance with state and federal regulations. RES will assess the feasibility of integrating new technologies to improve monitoring accuracy and response times, including rapid bacterial detection methods to reduce the turnaround time for public health advisories, real-time sensors and automated samples for continuous monitoring, and DNA source tracking techniques to identify whether bacteria originate from human, wildlife, or stormwater sources. These innovations will be evaluated for cost-effective and feasibility within the City's operational framework. We will work closely with local, state, and federal agencies to ensure that the new monitoring plan aligns with the latest scientific standards and public health guidelines.

#### 4.7 Operations Plan

RES and our subcontractors will implement a structured, efficient, and technically rigorous water quality monitoring and management program that aligns with the City's environmental goals. This Operations Plan outlines how the work will be executed through organized staffing, robust QA/QC procedures, efficient scheduling, and strategic equipment use.

##### 4.7.1 Organization and coordination of field staff and support staff

The field team will be led by RES, with support from Eurofins and WSP. The project will be overseen by Jen Savaro, who will serve as Project Manager. Jen will dedicate ~40% of her time to this project, ensuring seamless coordination and task execution. Field sampling responsibilities will be rotated among RES, Eurofins, and WSP, ensuring consistent staffing coverage and



maximizing the combined expertise of all three firms. Each team will include at least two trained field personnel, one of whom will be an FDEP-certified sampler. Field teams will operate on a bi-weekly rotation schedule among the three firms. Each firm will provide a designated field lead to manage daily activities during their rotation. Junnio Freixa, the project field supervisor, will provide cross-team coordination, spot check, and quality oversight across all firms.

Backup staff from each firm are pre-designated and trained to fill in when needed. In the event of illness, the alternate field staff will be deployed with no interruption to the sampling schedule. If illness or emergency affects an entire scheduled team, the next firm in the rotation will step in to cover responsibilities. Bi-weekly coordination meetings will occur to ensure consistent communication and handoff of responsibilities between firms for the upcoming sampling week. A shared calendar and sampling tracker will be maintained (i.e. SharePoint, Zoom) to track rotation schedules, assignments, and deliverables.

#### **4.7.2 Scheduling activities**

Sampling will occur Monday through Thursday, with teams rotating bi-weekly as outlined in Section 4.7.1. Schedules will be structured to optimize efficiency, account for tides, and meet holding time requirements. In the event of severe weather, high winds, or unsafe marine conditions, sampling will be postponed for up to 48 hours. Contingency days will be built into the calendar to accommodate rescheduling needs. If weather conditions persist beyond 48 hours, RES will consult with the City to prioritize critical sites or temporarily modify the sampling plan. The schedule will be adjusted for holidays to maintain the required sample frequency. Rotation may shift to accommodate shortened weeks, with advance notification to all parties.

#### **4.7.3 Field data entry, QA, and correction procedures, Quality Assurance/Quality Control Methods**

Field data will be collected digitally using ArcGIS Field Maps on ruggedized tablets, with waterproof paper datasheets as a backup. Field staff will input data in real time, including site conditions, measurements, and field notes. Field leads will review and upload data to the shared platform. RES QA/QC officer will conduct bi-weekly audits for completeness, consistency, and compliance. Errors will be flagged and corrected within 24 hours, with documentation of revisions maintained in a central database. Duplicate samples and field blanks will be conducted per FDEP SOPs. Meters will be calibrated before use and after use for continued calibration verification. Calibration records will be logged in field notebooks and electronically. All field data will be cross-referenced with lab COC forms to ensure traceability.

#### **4.7.4 Project Management and Communications Methods**

Jen Savaro will coordinate the project and oversee team performance, data quality, and coordination across firms. She will serve as the primary liaison to the City and regulatory agencies. If Jen is unavailable due to illness or other unforeseen circumstances, Junnio Freixa will serve as her backup. There will be bi-weekly virtual check-in calls with all three firms and City representatives via video conference to plan for the sampling week ahead and discuss the prior week's sampling. RES will utilize SharePoint for real-time data sharing, document collaboration and progress tracking. All schedule changes, weather delays, or quality issues will be reported within 24 hours to the City. RES will compile and QA all field and lab data before submitting reports.

#### **4.7.5 Equipment**

Each firm will provide equipment and vehicles during their assigned rotation. All equipment will comply with FDEP SOPs and undergo regular maintenance and calibration.

Available equipment includes:

- Multi-parameter meters (YSI 556)
- Turbidity meters (Lamotte 2020E)
- Van Dorn or equivalent water samplers
- Cooler, ice packs, sterile bottles (provided by Eurofins)
- Tablets with ArcGIS Field Maps
- Field Vehicles
- 2021 21' Parker
- Jon Boat

Each firm will maintain and calibrate their equipment according to the manufacturer and FDEP guidelines. Backup meters or supplies are available or will be rented in case of equipment failure. Equipment logs and calibration sheets will be stored electronically and reviewed monthly.

#### **4.7.6 QA/QC Methods and Quality Assurance Manual**

Please see attached appendix.

#### **4.7.7 Laboratory Analyses**

Eurofins Marathon laboratory will perform all lab analysis and will coordinate sample transport, processing, and results reporting. Eurofins is a NELAP-accredited laboratory, capable of running full suites of water quality parameters. They can meet detection limits and methods outlined in the Florida Keys Reasonable Assurance Document and accept same-day sample drop-off, ensuring rapid turnaround for time-sensitive analyses. COC will be maintained from field to final reports. .



## 5.0 Other Information / Value Added Options / Contract Deviations/ Other Clients/ Local Familiarity

### 5.1 Value Added Options

RES, along with its partners Eurofins and WSP, offers several value-added options to increase efficiency, accuracy, and long-term success of the water quality monitoring program:

- **Integrated Data Management Systems:** Implementation of centralized, cloud-based dashboards for real-time data review and reporting. This enhances transparency, simplifies data sharing with City staff, and enables adaptive management.
- **Resilient Scheduling and Staffing Model:** The rotational field team model ensures consistent coverage, and built-in contingencies for staff illness or severe weather events allow for continuity without compromising data integrity.
- **In-house Expertise:** RES employs certified arborists, biologists, engineers, scientists and water quality specialists offering the City access to a range of knowledge to assist with developing recommendations.
- **Regulatory Insight:** Our team includes former agency staff and permitting specialists who can assist in aligning the program with current and emerging regulatory standards.
- **Community Engagement Support:** RES can support outreach efforts, including public-facing dashboards or interpretive materials that enhance community understanding of water quality trends and their importance.

### 5.2 Familiarity with City of Key West

RES has an established presence in the Florida Keys, with the project manager based in Key Largo and frequent activity throughout Monroe County, including in and around Key West. RES has conducted seagrass, benthic habitat, and water quality assessments throughout the Florida Keys, including nearshore and upland environments. We understand the nuances of working in coral protection zones, the Florida Keys National Marine Sanctuary areas, and within City-managed infrastructure.

Additionally, Eurofins and WSP have a presence throughout the Florida Keys. Our team is highly familiar with the unique challenges of working in the island environment, including limited staging space, boating logistics, and heightened environmental sensitivities.

### 5.3 Completed Projects

Water quality monitoring is a RES core competency. RES and its partners have completed numerous relevant projects across the country and in the Florida Keys. Please see the project descriptions provided in sections 2 and 3 of this submittal.

### 5.4 Additional information required

To facilitate efficient setup and data integration, RES requests the following from the City:

- Historical sampling data, if available, in Excel or CSV format.
- Existing GIS datasets related to outfalls, waterbodies, and infrastructure.
- Access to designated sampling sites, including any gate codes or permissions for restricted areas.

### 5.5 Potential conflicts of interest

RES has not identified any real or potential conflicts of interest in performing the tasks outlined in this proposal for the City.

### 5.6 Proposed contract deviations

None.





## 6.0 Cost Effectiveness

RES is pleased to provide the following cost schedule for the duration of the project. The cost breakdown below outlines all rates associated with the required services and deliverables, in accordance with the defined scope of Services.

### Cost Schedule by Task

Task number	Task Description	Total Cost
1	Review current relevant data across GOCs and Identify Opportunities	\$5,124
2	Identify Actions that may Mitigate Pollutants	\$5,649
3	Design Water Quality Monitoring Programs	\$11,907
4	Increase Availability of Recent Beach Reports (includes lab processing and reporting by Eurofins)	\$81,241
5	Increase Community Knowledge of Data/ Beach Report Implications	\$11,361
6	Assist with Design of New Beach Water Quality Monitoring Plan	\$11,382
<b>Totals</b>		<b>\$126,664</b>

At this time, RES does not anticipate any reimbursable expenses or additional costs beyond those outlined above.



## 7.0 Project Schedule and Deliverables

The project will begin upon a Notice to Proceed (NTP), with a proposed 12-month monitoring cycle. RES, Eurofins, and WSP will implement a rotational sampling approach with clear roles and redundancies to ensure continuity in the face of weather delays, equipment issues, or staff unavailability.

Water quality sampling will occur bi-weekly, for a total of 26 sampling events per year. RES, Eurofins, and WSP will alternate field responsibilities in a consistent rotation (i.e. every third sampling event). If a firm is unable to complete a scheduled event due to staff illness or unforeseen conflict, another firm will step in to maintain schedule continuity. Sampling schedules will account for holidays and inclement weather, with buffer windows built into each week of sampling. If unsafe conditions (i.e. tropical storm watches, heavy lightning) prevent fieldwork, sampling will be postponed up to 48 hours. Missed events due to extreme weather will be documented and, if possible, rescheduled within the same week.

Throughout the monitoring cycle, RES will produce key deliverables, including a Recommendations Report, Mitigation Strategies Report, Water Quality Monitoring Program Plan, ArcGIS StoryMap, community outreach materials, and the New Beach Water Quality Monitoring Plan. Below is a summary of the proposed schedule and deliverables.

### Schedule Summary

Task	Deliverable	Frequency	Lead	Duration
Task 1	Project Kickoff	Once	RES	Week 1
	Review of data and Recommendations Report	Once	RES	Six weeks
	Presentation to City Commission	Once	RES	At next available monthly meeting after completion of recommendations
Task 2	Mitigation Strategies Report	Once	RES	One month
	Presentation to City Commission	Once	RES	At next available monthly meeting after completion of mitigation strategy list
Task 3	Water Quality Monitoring Program Plan	Once	RES	Two months
	Presentation to City Commission	Once	RES	At next available monthly meeting after completion of Water Quality Monitoring Program Plan
Task 4	Water Sampling	Bi-Weekly	Rotating (RES, Eurofins, WSP)	12 months
	Lab Analysis	Bi-Weekly	Eurofins	12 months
	Public Dashboard Updates/ ArcGIS StoryMap	Bi-Weekly	RES	12 months
	Summary Reports	Quarterly	RES	12 months
Task 5	Public Dashboard/ ArcGIS StoryMap	Once	RES	Two Months
	Community Outreach Materials	Quarterly	RES and City	12 months
Task 6	New Beach Water Quality Monitoring Plan	Once	RES and City	Three months



## 8.0 Litigation

### 8.1 Shareholders with greater than 5% ownership

None.

### 8.2 List of Officers and Directors

Rodger Wiederkehr, President, CEO; Lorne Phillips, Chief Financial Officer; Sam Burley, General Counsel.

### 8.3 Years of operations and years operating under the same name

RES has been in operation under the same name for 18 years.

### 8.4 Answers to questions

**8.4.1 a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? If yes, provide details;**

No.

**8.4.2 b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? If yes, provide details;**

No.

**8.4.3 c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last 5 years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities?**

No.

**8.4.4 d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the City or been sued by the City in connection with a contract to provide services, goods or construction services? If yes, provide details;**

No.

**8.4.5 e. Whether, within the last 5 years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;**

No.

**8.4.6 f. Customer references, including name, current address, current telephone number;**

Peter Frezza  
86800 Overseas Highway  
Islamorada, Florida 33036  
(305) 664-6467 |  
peter.frezza@islamorada.fl.us

Todd Hiteshew  
949 NW 38th Street  
Fort Lauderdale, Florida 33309  
(954) 828-4357 |  
thiteshew@fortlauderdale.gov

Justin Dacey  
1100 Kennedy Drive  
Key West, FL 33040  
305.295.2151  
jdacey@fkaa.com

**8.4.7 g. Credit References, including name, current address, current telephone number**

Aon Premium Finance, LLC  
200 E. Randolph Street  
Attn: Accounts Receivable  
Chicago, IL 60601  
303.305.5287

First Horizon  
11 Greenway Plaza, Suite 2700,  
Houston, TX 77046  
Alison Lyons  
713.624.1384

Bank of America, N.A. | BofA Securities, Inc.  
Matt Welch  
matt.a.welch@bofa.com  
W: 713.247.6069 |  
M: 832.294.9329

**8.4.8 h. Financial statements for the prior three years for the responding entity**

Please see RES' last three years of financial statements provided as an appendix.



## 9.0 City Forms

---



***ANTI-KICKBACK AFFIDAVIT***

STATE OF Florida )

: SS

COUNTY OF Orange )

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: *[Signature]*

Sworn and subscribed before me this 8th day of April 2025.

*Maria S. Souffront*

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/23/27



**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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for RFP# 25-004  
Water Quality Monitoring Program
2. This sworn statement is submitted by RES Florida Consulting, LLC  
(name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
1031 Ives Dairy Road, Suite 250, Miami, FL 33179  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3667002  
\_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement N/A \_\_\_\_\_)
3. My name is Justin Freedman  
(please print name of individual signing)  
and my relationship to the entity named above is coworker
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 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 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 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 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 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).

  X   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, 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.)

X 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.)

*Justin*

(signature)

April 8, 2025

(date)

STATE OF Florida

COUNTY OF Orange

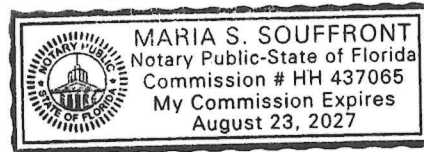
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Justin Freedman who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 8th day of April, 2025.

My commission expires: 8/23/27

*Maria S. Souffront*  
NOTARY PUBLIC





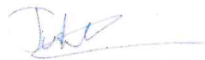
## CITY OF KEY WEST INDEMNIFICATION FORM

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 Subcontractors 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.

CONSULTANT: 1031 Ives Dairy Road, Suite 250, Miami , FL 33179

Address



Signature

Justin Freedman

Print Name

General Manager

Title

SEAL:



DATE: April 8, 2025

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida )

: SS

COUNTY OF Orange )

I, the undersigned hereby duly sworn, depose and say that the firm of RES Florida Consulting, LLC

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

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

Sworn and subscribed before me this 8th day of April 20 25.

Maria S. Souffront  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/23/27



**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )

: SS

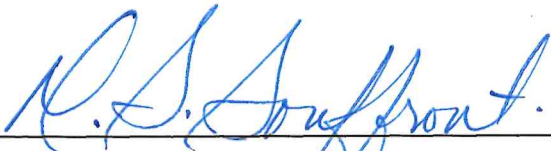
COUNTY OF Orange )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of RES Florida Consulting, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: 

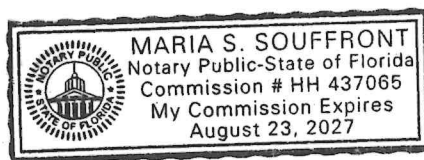
Sworn and subscribed before me this

8th day of April 2025.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/23/27



NON-COLLUSION AFFIDAVIT

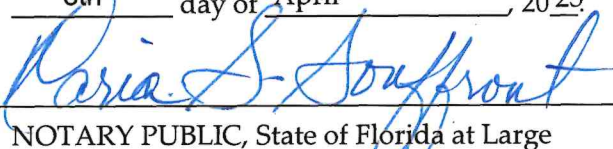
STATE OF FLORIDA )

SS COUNTY OF MONROE )

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: 

Sworn and subscribed before me this

8th day of April, 2025  
  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/23/27





## LOCAL VENDOR CERTIFICATION

### PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

**N/A RES Florida Consulting, LLC doesn't qualify for local business status.**

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced \_\_\_\_\_ as identification

(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

\_\_\_\_\_  
Title or Rank

## THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at [www.e-verify.gov](http://www.e-verify.gov).

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

April 8, 2025

Date



(Signature of Authorized Representative)

State of Florida

County of Orange

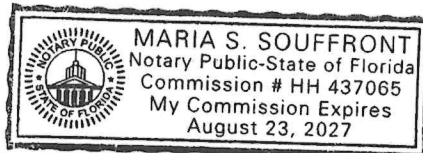
Personally Appeared Before Me, the undersigned authority, Justin Freedman who, ☒ being personally know or ☐ having produced his/her signature in the space provided above on this 8th day of April, 2025.

*Maria S. Souffront.*

Signature, Notary Public

Commission Expires 8/23/27

Stamp/Seal:





**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT  
FOR LABOR OR SERVICES**

Entity/Vendor Name: RES Florida Consulting, LLC

Vendor FEIN: 59-3667002

Vendor's Authorized Representative: Justin Freedman  
(Name and Title)

Address: 1031 Ives Dairy Road, Suite 250

City: Miami State: FL Zip: 33179

Phone Number: 954.484.8500

Email Address: jfreedman@res.us


As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Justin Freedman, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Justin Freedman


Title: General Manager

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: RES Florida Consulting, LLC  
Vendor FEIN: 59-3667002  
Vendor's Authorized Representative Name and Title: Justin Freedman, General Manager  
Address: 1031 Ives Dairy Road, Suite 250  
City: Miami State: FL Zip: 33179  
Phone Number: 954.484.8500  
Email Address: jfreedman@res.us

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Justin Freedman General Manager  
*Print Name* *Print Title*  
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature: 

END OF SECTION 4





## 10.0 Project Location and Local Preference

---

RES does not have an office within 30 miles of the City of Key West and cannot apply for local preference status.


**Signature Authority**


## Delegation of Authority Form

Resource Environmental Solutions, LLC and its subsidiaries (together, the "**Company**") grants authority to certain individuals to approve and execute various contracts and other transactions, and allows them to delegate their authority to other qualified individuals within the Company. This form is required to add, change, or revoke a delegation of authority (including subdelegations).

<b>I. Delegator Information</b>	
Request Type ( <i>check one</i> ): <input type="checkbox"/> Add delegation. <input checked="" type="checkbox"/> Renew delegation. <input type="checkbox"/> Revoke delegation.	
Delegator Name and Title: Ben Eubanks, VP & Regional General Manager	
[Entity/Department/Business Unit]: East	
Email: beubanks@res.us	Telephone Number: 804.955.0330

<b>II. Add New Delegation</b>		
Delegatee Title (position to which delegation is made): General Manager		[Entity/Department/Business Unit]: Florida
Name (person currently holding position): Justin Freedman		
Effective Date of Delegation: 1.3.25		Expiration Date of Delegation: 1.3.26
<b>Delegated Powers and Authority</b> (e.g., contract or transaction type)	<b>Subdelegations Allowed?</b> (Yes/No)	<b>Delegation Limitations</b> (e.g., dollar limits, dual signatures, approvals required)
All contracts and proposals related to the business of Florida. Bid bonds and other bonds.	Yes	Contracts up to \$3,000,000.00, so long as approved pursuant to Contract Policy, and Proposals up to \$3,000,000.00, so long as approved pursuant to Proposal Policy. Bid bonds up to a penal sum of \$3,000,000. Other bonds unlimited penal sum.

<b>III. Signature[s]</b>	
Delegator Signature:  <small>Ben Eubanks (Jan 6, 2025 11:30 EST)</small>	Date: 01/06/25

By signing below, I accept full responsibility for the delegation of authority granted herein and agree to comply with the limitations on such authority and the terms of the Company's contract review and other policies. Any misuse of delegated authority by me may result in disciplinary action.	
Delegatee Signature: 	
Printed Name of Delegatee: Justin Freedman	Date: 01/06/25

## Corporate Charter Registration



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

### Detail by Entity Name

Florida Limited Liability Company  
RES FLORIDA CONSULTING, LLC

#### Filing Information

**Document Number** L22000019779  
**FEI/EIN Number** 59-3667002  
**Date Filed** 01/19/2022  
**Effective Date** 08/29/2000  
**State** FL  
**Status** ACTIVE  
**Last Event** LC AMENDMENT  
**Event Date Filed** 01/25/2023  
**Event Effective Date** NONE

#### Principal Address

34 E. Pine Street  
Orlando, FL 32801

Changed: 08/15/2024

#### Mailing Address

6575 WEST LOOP SOUTH - STE. 300  
BELLAIRE, TX 77401

Changed: 02/14/2022

#### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

Name Changed: 02/14/2022

Address Changed: 02/14/2022

#### Authorized Person(s) Detail

##### Name & Address

Title MGR

RESOURCE ENVIRONMENTAL SOLUTIONS, LLC  
6575 WEST LOOP SOUTH - STE. 300  
BELLAIRE, TX 77401

Title MGR

Freedman, Justin  
34 E. Pine Street  
Orlando, FL 32801

Title Assistant Vice President

Partlow, Peter  
34 E. Pine Street  
Orlando, FL 32801

Title Assistant Vice President

Orioles, James (Jim)  
34 E. Pine Street  
Orlando, FL 32801

#### Annual Reports

Report Year	Filed Date
2024	02/09/2024
2024	05/01/2024
2025	02/11/2025

#### Document Images

<a href="#">02/11/2025 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/15/2024 - AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/09/2024 - AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



<a href="#">06/01/2024 - AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2024 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2023 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2023 - LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">10/05/2022 - LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2022 - CORRECTING</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2022 - Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

## **Resumes**



## Jen Savaro, MS

### Coastal Lead/ Senior Scientist

Ms. Savaro is the Coastal Division Manager and a Senior Scientist specializing in natural resource assessments, permitting and certified arborist services. She provides numerous ecological services to clients, including the following: marine and estuarine habitat assessments; coastal habitat assessments and permitting; upland habitat assessments and permitting; GPS data collection and GIS mapping and National Environmental Protection Act (NEPA) document preparation.

Ms. Savaro is a NAUI Divemaster, with over 15 years of diving experience. She leads the dive team at RES. Ms. Savaro is trained in sampling and analytical techniques for field data collection, water quality sampling and assessment and species identification, including seagrass, coral, octocorals, fish and mangroves.

Additionally, Ms. Savaro provides support for the FDOT District Four NPDES program, to ensure compliance with their Phase I and Phase II Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permits and preparation of Bacteria Pollution Control Plans (BPCPs). Ms. Savaro also conducts Phase II Environmental Site Assessments. She is experienced in Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) and has conducted field sampling efforts including air, soil and groundwater sampling.

#### SELECT WORK EXPERIENCE

*Water Quality and Benthic Vegetation Monitoring in Village Canals, Islamorada, Village of Islands, Monroe County, Florida*

The Village of Islamorada engaged RES to conduct biannual water quality and benthic habitat surveys to support the evaluation and long-term performance of surface water quality improvement projects in six residential canals throughout the Village. These surveys are designed to track ecological response to implemented restoration strategies such as culvert installation and backfilling, among others. The monitoring data provides critical insight into changes in water quality parameters and benthic community health, helping to inform adaptive management decisions and guide future restoration investments. Ms. Savaro serves as the project manager and lead scientist for the effort. She oversees all aspects of field sampling, data analysis, and reporting. Her responsibilities include coordinating seasonal sampling events, performing QA/QC on field and laboratory data, and interpreting results relative to regulatory standards and project goals. The team collects and analyzes surface water samples for key parameters such as dissolved oxygen, nutrients, and turbidity, while also conducting benthic surveys to assess sediment composition and the presence of seagrasses, macroalgae and other biological indicators of ecological recovery.

*Fury Management Water Quality Monitoring, Florida Bay, Monroe County, Florida*

Fury Management, Inc. is required to conduct long-term water quality monitoring for their Submerged Land Parcel, located on State-owned submerged lands offshore of Key West, Monroe County, Florida. RES was engaged to conduct water quality sampling and reporting. Ms. Savaro is the project manager, providing leadership and technical oversight. Her role includes coordinating field sampling schedules, ensuring data collection meets established quality assurance protocols, and assisting in the preparation and review of the monitoring reports submitted to FDEP.

*Cow Key Marina Water Quality Monitoring, Stock Island, Monroe County, Florida*

FDEP requires implementation of a water quality monitoring program for the Cow Key Marina located on Stock Island in Monroe County, Florida. RES conducts semi-annual water quality sampling and reporting. Ms. Savaro is the project manager and assists with the monitoring reports.

#### AT A GLANCE.

##### Contact

jsavaro@res.us | 610.304.2165

##### Years of Experience

12 years

##### Education

- MS, Marine Biology and Coastal Zone Management, Oceanographic Center, Nova Southeastern University (2015)
- BS, Marine Science, Marine Biology Specialization, Environmental Science minor, Marine Science Department, Coastal Carolina University, 2011

##### Certificates | Licenses

- American Academy of Underwater Sciences (AAUS) Scientific Diver #31233
- Dive Master (NAUI) #57565
- ISA Certified Arborist FL-6779A
- Landscape Inspector No. 2019-229
- FWC Authorized Gopher Tortoise Agent No. GTA-17-00057A
- OSHA 40 Hour HAZWOPER/8-Hour Refresher
- Waterfront Edge Design Guidelines (WEDG) Associate (Exp. 2-20-2029)





*Ocean Breeze Marina Water Quality Monitoring, Marathon, Monroe County, Florida*

FDEP requires implementation of a water quality monitoring program for the Ocean Breeze Marina located in Marathon, Monroe County, Florida. RES conducts semi-annual water quality sampling and reporting. Ms. Savaro is the project manager and assists with the monitoring reports.

*Algae Mitigation Assistance, City of Fort Lauderdale, Florida*

RES assisted the City with exploring pilot projects to be performed on various canals to evaluate effective algae bloom response and control measures. Ms. Savaro reviewed inspection data and monitoring locations provided by the City, prepared a water quality monitoring plan and a pilot study plan.

*Tarpon River Restoration, City of Fort Lauderdale, Florida*

A 54" sanitary sewer force main pipe broke in the Rio Vista neighborhood, adjacent to the Tarpon River, Fort Lauderdale, Florida. Two breaks caused discharges from the force main to flow into the Tarpon River. The discharges included raw wastewater and sediment laden water from dewatering activities related to the repair of the force main. RES assisted the City in exploring options for restoration of the Tarpon River to pre-sewer spill conditions, while keeping the public informed and involved in the process. Ms. Savaro conducted the benthic survey and assisted with preparing the Assessment Report.

*Environmental Engineering Continuing Services, City of Miami Beach, Miami-Dade County, Florida*

RES maintains an ongoing contract to conduct miscellaneous environmental services. Tasks conducted include preparation of spill prevention control and countermeasure plans for 12 facilities including pump stations, fire stations, public works yard, Miami Beach Golf Club and the Convention Center and contamination assessment of the green waste facility. Ms. Savaro provided support services as needed.

*Emergency Surface Water Bacteria Sampling, City of Miami Beach, Miami-Dade County, Florida*

RES was responsible for collecting surface water quality samples for bacteriological testing on an emergency basis for the City. This sampling was necessary due to a sewer line break. Ms. Savaro coordinated with the City and collected the surface water samples.

*Green Waste Facility, City of Miami Beach, Miami-Dade County, Florida*

RES provided additional surface water sampling activities associated with the process of pursuing regulatory closure of the site at Miami Beach Golf Course. Ms. Savaro conducted four irrigation water sampling events.

*Bacterial Pollution Control Plan Assistance, City of Tamarac, Broward County, Florida*

RES assisted the City of Tamarac with preparation of their BPCP as required by the Phase I permit. Ms. Savaro attended the Maps on the Table and Walk the WBID events and assisted with the preparation of the BPCP.

*Bacterial Pollution Control Plan Assistance, City of Fort Lauderdale, Broward County, Florida*

RES assisted the City of Fort Lauderdale with water quality monitoring and data compilation, Bacteria Pollution Control Plan meeting coordination, and BPCP preparation. Ms. Savaro assisted with the preparation of the BPCP.

*Preparation of Bacterial Pollution Control Plan, Broward County, Florida*

RES assisted the County with the preparation of a Bacteria Pollution Control Plan for WBID 3276A North Fork New River that was approved by the FDEP. Ms. Savaro assisted with the preparation of the BPCP.

*Bacterial Pollution Control Plan Preparation, City of Weston, Broward County, Florida*

RES provided NDPES MS4 assistance that included an assessment program in accordance with Part V.B.1 of the permit, preparing an annual report, preparing a bacterial pollution control plan and cycle 4 implementation. Ms. Savaro assisted with the maps on the table meeting, conducted the walk the WBID field visit and prepared the BPCP.

*Bacterial Pollution Control Plan Preparation, Town of Southwest Ranches, Broward County, Florida*

RES provided project management and technical assistance to complete the requirements of the NPDES Phase I MS4 Permit. Ms. Savaro assisted with the maps on the table meeting, conducted the walk the WBID field visit and prepared the bacterial pollution control plan.





## Mary Szafraniec, PhD, PWS



### Director, Water Quality Initiatives

Dr. Mary Szafraniec's extensive ecological assessment and restoration background includes design and implementation of marine and freshwater ecological monitoring and assessments, watershed pollutant evaluation and restoration, and within-system ecological restoration such as sediment removal or inactivation, hydrologic alteration, invasive vegetation or algae removal, and native vegetation planting. Dr. Szafraniec has 20+ years of experience designing ecological studies analyzing and characterizing water quality, hydrologic regime, and biological community structure to assess the effects of anthropogenic and hydrological modifications on ecosystem response, and to determine the effectiveness of restoration activities. She has been deeply involved in the movement to expand the use of stream restoration as a Best Management Practice (BMP) to improve water quality in Florida for over 10 years and has helped develop methods to establish water quality credits for stream restoration.

### SELECT WORK EXPERIENCE

#### *Wilson Ranch Stream and Wetland Restoration Project, Polk County, FL*

As technical advisor, Mary is providing technical expertise for the development and implementation of a full delivery public-private partnership project with Polk County to improve water quality and hydrologic conditions in the highly impaired Upper Peace River Basin, that feeds Charlotte Harbor Estuary. RES acquired a 400+ acre parcel to implement a stream and wetland restoration project that will reduce approximately one metric ton of total phosphorus and two metric tons of total nitrogen. RES is designing, building, maintaining, and monitoring the project. Once constructed, RES will own and operate the project for 25 years before the project is transferred to Polk County.

#### *Pearce Drain/Gap Creek, Bowlees Creek and Mill Creek Water Quality Studies, Manatee County, Florida*

As Project Manager, Mary conducted three Surface Water Resource Assessments (SWRAs) as part of Watershed Management Plans (WMPs) to assess water quality conditions and potential impacts in Pearce Drain, Gap Creek, Bowlees Creek and Mill Creek in Manatee County. The studies included collection and statistical analysis of water quality, an evaluation of groundwater data, development of pollutant load models, and preliminary stream assessments. The water quality study results were used to develop conceptual designs and cost estimates of stormwater BMP and stream restoration projects. One of the BMPs that was recommended for the Pearce Drain/Gap Creek SWRA that the County chose for further conceptual design development was the Collins Dairy Drain (CDD) Stream Restoration Project. The CDD plan included a meandering natural channel with regionally appropriate bottomland forest floodplains. The proposed design allowed for addition of a trail. The water quality study and stream assessment showed that a cumulative benefit approach that combined stream and wetland restoration throughout the headwaters, enhanced treatment of nutrients in existing ponds that discharge to the creeks, and widespread implementation of LID projects throughout the watersheds would most effectively address water quality, erosion, and flooding issues in the surrounding watersheds.

#### *Joe's Creek Stream Restoration, Pinellas County, Florida*

As Project Manager, Mary directed a stream restoration project for a channelized segment of Joe's Creek, which experienced erosion and bank failure due to steep banks and rapidly changing water levels from draining its highly urbanized watershed. Directed efforts to assess erosion impacts, perform stream assessment, prepare and compare conceptual design alternatives, and a preliminary engineering design report. Water quality in the creek was assessed with trend analysis, correlations, and comparisons to NNC. While Joe's Creek is not impaired, the County desired to include nutrient removal with stream design to protect downstream waters. Two-dimensional hydraulic modeling was performed to compare shear stresses in three conceptual stream restoration designs (hard-armor, reducing bank slopes, and natural channel design). The natural channel design, which used Florida-specific stream restoration concepts to develop a floodplain and natural stream properties, outperformed the other options. Mary conducted a public forum to explain and discuss study findings and conceptual designs to the Joe's Creek community and incorporated public feedback into final deliverables. The project also included incorporation of the preliminary design into the existing County ICPR model.

### AT A GLANCE.

#### Contact

mszafraniec@res.us | 813.748.3625

#### Years of Experience

21 years

#### Education

- Ph.D. Environmental Engineering Sciences
- Graduate Certificate in Wetlands Science
- MS. Environmental Engineering Sciences
- BS. Biology
- ACOE Stream Corridor Restoration Course
- PSU EPP 221 – River Restoration Physical Processes Course

#### Certificates | Licenses

- Professional Wetland Scientist, No. 2182
- FDEP Stream Condition Index
- FDEP Habitat Assessment





## Juliana Navarro

### Scientist I

Ms. Navarro specializes in natural resource assessments and environmental compliance in construction. She is a NAUI Rescue and AAUS-certified scientific diver with over 7 years of diving experience in freshwater and marine environments. Ms. Navarro is highly competent in benthic surveying and species identification of algae, seagrass, coral, fish, and mangroves. She also assists staff in wetland delineations, tree surveys, and vegetation monitoring. She is heavily communication focused and is deeply passionate about conserving Florida's nature. Her prior experience included three seasons as a sea turtle nesting biologist with the Miami-Dade County Sea Turtle Conservation Program. She succeeded in strengthening the lighting ordinance on Miami Beach to ensure safe nesting conditions for the sea turtles. She is currently serving as one of the directors on the board of the South Florida Association of Environmental Professionals.

### SELECT WORK EXPERIENCE

*Port Miami Turbidity and Species Monitoring, Miami-Dade County, Florida*

RES provided daily environmental monitoring services for the construction of the MSC Cruise Terminal at Port Miami. Several days a week, Ms. Navarro served as an on-site marine scientist and conducted turbidity monitoring and species observation to ensure environmental compliance in marine construction. She communicated with representatives from multiple construction teams to coordinate a daily sampling plan and ensured compliance throughout the project. She compiled daily reports that are sent to regulatory agencies to ensure continued compliance.

*Water Quality and Benthic Monitoring in Village Canals, Islamorada, Village of Islands, Monroe County, Florida*

Islamorada engages RES to conduct water quality and benthic surveys twice a year to evaluate water quality improvement projects in residential canals within the village. Ms. Navarro assists with the water quality monitoring, benthic surveying, and the preparation of the bi-annual reports.

*Port Miami NPDES Services, Miami-Dade County, Florida*

Ms. Navarro conducted reviews of the quarterly and annual summary reports for compliance with water pollution sampling standards at Port Miami in 2022. She calculated minimums, averages, and maximums for various water quality parameters and checked that the units, number of exceedances, frequency and sample types were correct.

*Florida Keys, Monroe County, Florida*

Ms. Navarro has assisted with reporting and/or permitting applications for several other locations in the Florida Keys including Fury, Cow Key, Ocean Breeze, PL, the Florida Keys Aqueduct Authority (FKAA), the Ocean Residences Channel, and the Matheson Family dock and seawall.

*NPDES MS4 Permit Implementation and Coordination, FDOT District Four and Seven, Florida*

In accordance with FDOT District Four and Seven Phase I and Phase II MS4 NPDES permits, Ms. Navarro conducts inspections of stormwater treatment facilities, outfalls, and Pollution Control Boxes to document conditions and report maintenance deficiencies. This includes the review of engineer construction documents, as-built plans, and applicable Environmental Resource Permits.

### AT A GLANCE.

#### Email

jnavarro@res.us | 407.325.4553

#### Years of Experience

3 years

#### Education

- MPS, Marine Conservation, Rosenstiel School of Marine, Atmospheric, and Earth Science, University of Miami (2022)
- BS, Marine Sciences, Minors in International Studies and Agricultural Communication, University of Florida (2020)

#### Certificates | Licenses

- American Academy of Underwater Sciences (AAUS) Scientific Diver
- Emergency Oxygen Administration
- ESRI MOOC Cartography Certification
- FDEP Qualified Stormwater Management Inspector No. 52685
- NAUI Nitrox Diver
- NAUI Rescue Scuba Diver
- OSHA 10 Hour Construction Safety
- Wetland Plant ID Training Certificate

#### Additional Information

- South Florida Association of Environmental Professionals (SFAEP) – Director
- Florida Association of Environmental Professionals (FAEP) - Member





## Celeste Lyon

### Project Manager II

Celeste is an experienced environmental specialist with more than eight years of experience and a demonstrated history of working in the environmental sciences industry. Her expertise encompasses groundwater science, nutrient loading, source tracking, restoration planning, interagency collaboration,

watershed management and assessment, and Basin Management Action Plans. She has experience with data collection, analysis, report preparation, and technical presentations relating to both surface and groundwater water quality. She is also highly skilled in conducting spatial analyses using ArcGIS.

### SELECT WORK EXPERIENCE

#### *Wilson Ranch Stream and Wetland Restoration Project, Polk County, FL*

As a project scientist, Celeste provided water quality and GIS technical support for this full delivery public-private partnership project with Polk County to improve water quality and hydrologic conditions in the highly impaired Upper Peace River Basin, that feeds Charlotte Harbor Estuary. RES acquired a 400+ acre parcel to implement a stream and wetland restoration project that will reduce approximately one metric ton of total phosphorus and two metric tons of total nitrogen. RES is designing, building, maintaining, and monitoring the project using in-house ecological engineering, science, and restoration practitioners. Construction will be supported by our external earthwork contractor, P&J. Once constructed, RES will own and operate the project for 25 years before the project is transferred to Polk County.

#### *Pearce Drain/Gap Creek Water Quality Study, Manatee County, FL*

Celeste managed tasks that provided technical support with adding additional detail to the antecedent Pearce Drain Gap Creek Watershed Management Plan. This work supported water quality improvement objectives identified by the County. Tasks performed included assessment of pollutant loads by sub-basin, municipal stormwater permit compliance, and collection, compilation, and analysis of County water quality monitoring data. Assessment of the potential of future nutrient impairments based on trend analysis were administered using pollutant load inflows and corresponding responses within the waterbodies. Reconnaissance with County staff was conducted to identify potential sources of nutrient loads not readily available as part of the desktop assessment, as well as to identify potential improvement areas. Results were used to identify and evaluate BMPs to reduce the pollutant loads in the watershed.

#### *FDEP Consultant Services for Groundwater Monitoring, Statewide, FL*

Celeste served as a project manager for four different task assignments throughout various impaired springsheds in the state. Services include monitoring well siting, permitting, design and installation, development of a groundwater monitoring plan, data collection, water quality analysis, and reporting. Additional activities include design and implementation of specialized groundwater studies; including qualitative dye traces, nitrogen and oxygen isotope analyses, and OSTDS nitrogen leaching assessment.

#### *Lakes Parker, Bonnet, Mirror, and Morton Nutrient Reduction Plan Development, Lakeland, FL*

Assisted the City of Lakeland with developing four 4e Pollutant Reduction Plan (PRP) for Lakes Parker, Bonnet, Mirror, and Morton as an alternative to the development of the Total Maximum Daily Load (TMDL). The projects involved regulatory coordination and monitoring of lake sediments to assess if sediment internal cycling may be a substantial component of overall nutrient loading into the lakes. Preparation of documentation involved preparing narrative sections summarizing the findings of previous studies and presenting the pending restoration actions and programs to address the current water quality impairments within each of the lakes. Reviewed historical and current geospatial data, land uses, soil types, topography and geology within the watershed. Prepared field reconnaissance maps to highlight potential nutrient sources based on review of geospatially distributed water quality concentrations and existing stormwater infrastructure.

#### *Lake Tarpon and Brooker Creek Watershed Management Plans, Pinellas County, FL*

Performed professional watershed management planning services for the Brooker Creek watershed in Pinellas County. Services included water quality data analysis, pollutant load modeling, identification water quality issues, recommendations for improvements, conceptual plans, permit meetings, and cost estimates. Responsible for compiling water quality data for analysis and presenting data in a technical format for the Surface Water Resource Assessment component of this project.

### AT A GLANCE.

#### Contact

clyon@res.us | 941.705.0370

#### Years of Experience

8 years

#### Education

- Bachelor of Science, Environmental Science
- Master of Science, Geographic Information Science
- Master of Science, Forest Resource and Conservation; Ecological Restoration

#### Certifications and Licenses

- Erosion and Sediment Control Inspector (#48761)



*Carpenter Creek and Bayou Texar Watershed Management Plan, Escambia County, FL*

Managed the Surface Water Resource Assessment (SWRA) aspects of a comprehensive watershed management plan for the Carpenter Creek and Bayou Texar watersheds in Pensacola, Florida. Tasks included statistical analysis of water quality and hydrologic data, stream assessment, and BMP alternatives analysis and interpretive reporting. The project also includes a source tracking component. Celeste oversaw compilation of water quality data for analysis and presenting data in a technical format for the SWRA and pollutant load analysis component of this project. The study included statistical analysis of water quality and groundwater data and development of a pollutant load model using the SIMPLE method.

*Basin Management for the Suwannee, Santa Fe, Wacissa, Jackson Blue, and Springs Coast BMAPs, Statewide, FL*

Assisted Water Management Districts (WMDs), local governments, and federal agencies in incorporating priority water quality improvement projects and budgets in such plans as Florida Forever work plans and watershed restoration plans. Reviewed and commented on WMD Surface Water Improvement and Management Act (SWIM) Plans, Best Management Practice (BMP) manuals, and other efforts related to both urban and agricultural nutrient source protection. Managed projects, particularly with respect to projects supporting BMAP development. Ensured proper coordination in the Department and among stakeholders in BMAP drafting and review and in securing local acceptance, Department approvals, and secretarial adoption of BMAPs.





## Junnio Freixa

### Scientist III

Junnio Freixa is a scientist and project manager providing support in field investigations, environmental site sampling, and Phase I and Phase II Environmental Site Assessments (ESA), regulatory reporting, and GIS applications. He is experienced in Florida Department of Environmental Protection (FDEP)

Standard Operating Procedures (SOPs) and has conducted field sampling efforts including air, soil and groundwater sampling. Mr. Freixa supports the environmental team in preparing regulatory reports, drafting GIS figures, data validation and evaluation and field activities.

### SELECT WORK EXPERIENCE

*PortMiami Environmental Permit Compliance Support Services, Miami-Dade County, Florida*

RES was engaged by Fincantieri Infrastructure Florida, Inc. to provide permit compliance support for the proposed improvements to cruise ship berths 8 and 9 at PortMiami in Miami. RES conducts turbidity monitoring and endangered species monitoring in general accordance with the permits issued for the project. Mr. Freixa conducted sheet piling inspections for turbidity leaks using an Underwater Remotely Operated Vehicle (ROV) and an aerial drone (DJI Mavic Pro 2).

*Water Quality Investigation, 72nd Street, City of Miami Beach, Miami-Dade County, Florida*

RES is conducting and evaluation of surface water quality within specific areas of the City of Miami Beach based on the discovery of elevated fecal coliform bacteria in the surface water. The goal of this evaluation is to attempt to identify the potential sources of bacteria identified in those locations. Data interpretation and evaluation will incorporate GIS and statistical tools and incorporate information such as potential physical sources, rainfall, and tidal data. Mr. Freixa drafted surface water sampling analytical figures.

*Miami Beach Golf Course Low-Scored Site Initiative Discharge, Miami-Dade County, Florida*

RES was tasked to conduct assessment activities within the Miami Beach Golf Course maintenance areas to evaluate the impacts of a former petroleum discharge under the state-funded Low Score Site Initiative (LSSI) program to achieve closure of a historic petroleum discharge. Scope of work includes groundwater and soil sampling and submittal of a limited site assessment report. Mr. Freixa oversaw the installation of new monitoring wells, conducted the soil and groundwater sampling activities, and drafted report figures.

*Fury Management Water Quality Monitoring, Florida Bay, Monroe County, Florida*

Fury Management, Inc. is required to conduct long-term water quality monitoring for their Submerged Land Parcel, located on State-owned submerged lands offshore of Key West, Monroe County, Florida. RES was engaged to conduct water quality sampling and reporting. Mr. Freixa assists with the field sampling and preparation of the monitoring reports.

*Cow Key Marina Water Quality Monitoring, Stock Island, Monroe County, Florida*

FDEP requires implementation of a water quality monitoring program for the Cow Key Marina located on Stock Island in Monroe County, Florida. RES conducts semi-annual water quality sampling and reporting. Mr. Freixa assists with the water sampling and preparation of the monitoring reports.

### AT A GLANCE.

#### Contact

jfreixa@res.us | 754.778.0487

#### Years of Experience

7 years

#### Education

- BA, Environmental Studies, Florida International University, 2012

#### Certificates | Licenses

- FAA Drone Pilot Certificate No. 4682797
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- Advanced Open Water Diver

#### Additional Information

- Underwater ROV Operator
- Postbaccalaureate Certificate in GIS
- OSHA 40 Hour HAZWOPER
- Part 46 MSHA Surface Mine Training
- Spotter Training for Solid Waste Facilities
- Enriched Air Diver
- Emergency Oxygen for Scuba Diving Injuries
- BLS/CPR and First Aid

## Tommy Cross

### Sample Technician Tommy Cross



Tommy was trained to sample at Flowers Chemical Labs in 2008 and performed ground water and surface water monitoring from 2008-2014. He is proficient at setting up and running multiple types of compositors. He has performed field work throughout the state of Florida and has performed the Key West Bight Quarterly Monitoring since 2009. He has also conducted the semi-annual monitoring of Boot Key Harbor in Marathon for 15 years. He is trained to run all the bacteria analysis, TSS analysis and CBOD analysis performed at the Marathon Lab. His current list of field work in the Keys includes Key West Bight -Q-, Boot Key Harbor S/A, Monitoring wells at Little Palm Island and any contracted line clearances for new construction.



## Abby Gruner

Deputy Project Manager/Construction Management

### Firm Name

WSP

### Years of Experience

4 (1 with WSP)

### Education

BS, Environmental  
Engineering, Florida Gulf  
Coast University

### Professional Memberships

Florida Water  
Environmental  
Association

### Location

Florida Keys, Florida

### Career Summary

Abby's professional experience includes various roles such as performing water quality sampling, overseeing construction projects, and assisting with environmental analysis reports. Before joining WSP in 2024, Abby worked at CDM Smith and Future Aviation, where she gained experience in wastewater treatment facility expansion, pretreatment limits updates, and advanced wastewater treatment upgrades.

### Professional Experience

#### Monroe County, EPA Grant, Monroe County, FL

Performed water quality sampling as a field technician. Assisted the planning and sampling of over 350 canals. Responsibilities included assisting with coordinating field teams, training staff to ensure sampling procedures are followed, and performing sampling efforts. Sampling efforts included recording various water quality parameters.

#### Monroe County, Canal 278 Well Installation, Big Pine Key, FL

Oversaw construction of a gravity injection well as the Resident Project Representative and conducted sampling as field technician. The gravity well was one of the first of its kind Monroe County installed to help improve water quality in local canals. For the project, prepared weekly work summaries, oversaw drilling of approximately 118 feet, grouting of the well, and installation of the wellhead. WSP designed the well plans and worked closely with the Client to ensure installation of the well was completed. After installation, water quality samples were taken as a measure of the well performance.

#### Village of Islamorada Water Quality Sampling, Village of Islamorada

Assisted with the planning and executing of sampling 62 canals throughout the Village of Islamorada. Sampling occurs every other month through 2026. Sampling efforts include coordinating with team members and performing sampling to FDEP and client standards.

#### Duck Key, EPA Grant, Monroe County, FL

Assisted with benthic surveys for the Client. Surveys include analyzing and recording conditions around the breakwater surrounding majority of the island. In addition, assisted with plans depicting the breakwater conditions and the future for the breakwater.

#### Long Point EPA Grant, Brevard County, FL

Assisted with writing the Environmental Analysis Report for the Client. The report included analyzing the current conditions of the park and future planning to preserve the park against sea level rise. The report included analyzing unique ideas to protect and strengthen the facility against flooding.



## Equipment Lists

<b>EQUIPMENT</b>	<b>UNIT</b>	<b>RATE</b>
ORGANIC VAPOR ANALYZER	DAY	\$100.00
WATER LEVEL INDICATOR	DAY	\$25.00
OIL WATER INTERFACE PROBE	DAY	\$50.00
PERISTALTIC PUMP	DAY	\$30.00
WATER QUALITY MULTIMETER	DAY	\$110.00
TURBIDITY METER	DAY	\$30.00
MEASURING WHEEL	DAY	\$10.00
DRONE (DJI PHANTOM 4 PRO)	DAY	\$100.00
HAND AUGER	DAY	\$10.00
MAGNETIC MANHOLE PULLER	DAY	\$10.00
SURVEY EQUIPMENT	DAY	\$50.00
TRIMBLE GPS	DAY	\$50.00
SOCKET SET	DAY	\$5.00
TOOLBOX	DAY	\$10.00
REMEDIATION SYSTEM O&M TOOL KIT	DAY	\$10.00
PORTABLE CHARGER	DAY	\$10.00
DISCRETE WATER SAMPLER	DAY	\$20.00
TRUPULSE LASER	DAY	\$20.00
FIELD LAPTOP	DAY	\$50.00
TABLET	DAY	\$7.00
CAMERAS	DAY	\$10.00
2-WAY RADIO	DAY	\$10.00
AQUATIC KIT	DAY	\$25.00
SCUBA GEAR	DAY	\$100.00
WETLAND SURVEY KIT	DAY	\$25.00
TORTOISE SURVEY KIT	DAY	\$25.00
HIP CHAIN	DAY	\$10.00
SNORKEL EQUIPMENT	DAY	\$25.00
LEVEL "D"	DAY	\$30.00
MODIFIED LEVEL "D"	DAY	\$15.00
CALIBRATION GASES, FLUIDS	DAY	\$25.00
SILICONE TUBING	FOOT	\$2.00
POLYETHYLENE TUBING	FOOT	\$0.20



<b>EQUIPMENT</b>	<b>UNIT</b>	<b>RATE</b>
DISPOSAL BAILERS	EACH	\$9.00
SURVEY STAKES/PIN FLAGS	EACH	\$10.00
FIELD SOIL SAMPLING KIT	DAY	\$30.00
GROUNDWATER SAMPLING KIT	EACH	\$35.00
FREE PRODUCT RECOVERY KIT	DAY	\$140.00
MONITOR WELL INSTALLATION KIT	DAY	\$225.00
22' PARKER BOAT	DAY	\$500.00
22' PARKER BOAT WITH CAPTAIN	DAY	\$1,000.00
JON BOAT	DAY	\$300
JON BOAT WITH CAPTAIN	DAY	\$800.00
ROV WITH OPERATOR	DAY	\$1,000.00

**LAB EQUIPMENT**

<b>Equipment Description</b>	<b>Manufacturer</b>	<b>Model or Part Number/Serial Number</b>
Micro incubator	Gallenkamp	
Stir/Hot plate	Corning	model PC-320
Scout Pro Balance	Ohaus	7129321756
Meter Abridged	VWR SympHony	D02431
Air Pump Whisper 100	Tetra	
DSL Modem	Motorola	13AK09018188
Telephone	GE	80011425
Autoclave	National Appliance	7-79-1338-168
<i>Coliform Circulating Water Bath</i>	<i>Precision Model 251</i>	<i>9403-105</i>
IR Thermometer	Commercial Electric	MS6530H
Oakton pH	Oakton	2122957
YSI BOD Probe	YSI	16B100359
Quanta tray sealer plus	IDEXX	QTP13154700381
UV Lamp	RayTech	10074
balance		
IDEXX Sealer	IDEXX	13220201164
Fecal Coliform Bath 2860	Thermo	201844-174
Fisher 750G Oven	Fisher Scientific	804N0018
BOD Incubator Model 11-679-25C	fisher	2.01808E+12
Water Bath Precision GP28	Thermo Sci	300562310
Fisher Iso Temp	Fisher	



## Rate Card



34 East Pine Street  
Orlando, FL 32801

**Corporate Headquarters**  
6575 West Loop South, Suite 300  
Bellaire, TX 77401  
Main: 713.520.5400

## 2025 Fee Schedule

### Personnel

<u>Category</u>	<u>Hourly Rate</u>
Director	\$260
Project Manager, Senior	\$250
Project Manager III	\$210
Project Manager II	\$180
Project Manager I	\$140
Estimator	\$120
Ecologist V/Geologist V/Scientist V	\$263
Ecologist IV/Geologist IV/Scientist IV	\$210
Ecologist III/Geologist III/Scientist III	\$168
Ecologist II/Geologist II/Scientist II	\$126
Ecologist I/Geologist I/Scientist I	\$105
Restoration Manager	\$120
Restoration Supervisor	\$110
Restoration Technician I	\$90
Engineer V	\$273
Engineer IV	\$242
Engineer III	\$210
Engineer II	\$158
Engineer I	\$126
Surveyor, Senior	\$165
Survey Technician	\$125
GIS-CAD III	\$200
GIS-CAD II	\$158
GIS-CAD I	\$116
Administrative Staff	\$86



### **Expert Testimony**

Preparation and time spent in support of expert testimony will be charged at two times the standard rates.

### **Escalation for Multi-Year Contracts**

Escalation labor rates will apply one year after the effective date of the contract. The escalation labor rate will be 3% per category per year.

### **Subcontracts**

Subcontract services will be invoiced at our cost multiplied by 1.15.

### **Expenses**

Direct non-salary expenses incurred by the project and not applicable to general overhead will be invoiced at our cost multiplied by 1.15. Examples of direct expenses include project supplies, travel and lodging.

Automobiles used on projects will be charged at a mileage rate of \$0.75 per mile, \$17/hour or a minimum daily rate of \$75.

Please see the attached list of equipment and subsequent usage charges.

## **QA/QC Manuals**



QUALITY CONTROL MANUAL  
REGION 8 - FLORIDA





## Signature Page

### RESOURCE ENVIRONMENTAL SOLUTIONS REGION 8 - FLORIDA

#### Quality Control Manual

#### Office Locations:

Orlando, Fort Lauderdale, DeLand, Miami, Key West, and West Palm Beach

Signature: \_\_\_\_\_

Justin Freedman  
General Manager

Date: June 17, 2024

Signature: \_\_\_\_\_

James J. Orioles, P.E.  
Quality Assurance Officer

Date: June 17, 2024



# Table of Contents

<b>Signature Page .....</b>	<b>i</b>
<b>1.0 Introduction.....</b>	<b>1</b>
1.1 Commitment to Quality .....	1
1.2 Ethics Statement .....	1
1.3 Client Confidentiality.....	2
1.4 Organizational Structure.....	2
1.4.1 Staff Responsibilities .....	2
1.4.1.1 Quality Assurance Officer.....	2
1.4.1.2 Technician Level.....	2
1.4.1.3 Division Management .....	3
1.4.1.4 Project Management .....	3
1.4.1.5 Management.....	3
1.4.2 Licensed Professionals .....	4
1.4.3 Employee Training and Credentials.....	4
<b>2.0 Documentation.....</b>	<b>5</b>
2.1 Generation, Retention, and Storage of Records.....	5
2.1.1 Electronic Data Security .....	5
2.1.2 Electronic Data Storage and Documentation .....	5
2.2 Control and Maintenance of Project Documentation.....	5
2.3 Types of Reports and Documents Generated by RES.....	5
2.4 Identification and Integrity of Samples and Field Locations.....	5
<b>3.0 Sample Collection.....</b>	<b>7</b>
3.1 Sampling Capabilities.....	7
3.2 Sampling Procedures .....	7
3.3 Field Test Methods.....	9
3.4 Field Instrument and Equipment Inventory .....	9
3.5 Field Equipment and Security .....	9
3.6 Sample Dispatch, Handling and Transportation .....	9
3.6.1 Documentation.....	10
3.6.2 Sample Packing and Transport .....	10
<b>4.0 Field Testing and Measurement .....</b>	<b>11</b>
4.1 Equipment Calibration .....	11
4.2 Source Preparation of Standards and Documentation of Standards and Procedures Used to Generate, Assess, and Document Calibrations .....	11



4.3	Maintenance of Field Equipment and Associated Documentation .....	11
<b>5.0</b>	<b>Review and Assessment.....</b>	<b>12</b>
5.1	QC Measures and Criteria .....	12
5.2	Type and Frequency of Field Generated Control Samples.....	12
5.3	Procedures to Assess Raw Data .....	12
5.3.1	Data Reduction .....	13
5.3.2	Data Verification.....	13
5.3.3	Data Validation .....	13
5.4	Criteria for Initiating Corrective Action .....	13
5.5	Deviation from Documented Policies and Procedures.....	14
5.6	Auditing.....	14
<b>6.0</b>	<b>Client Relations.....</b>	<b>15</b>



## 1.0 Introduction

This Quality Control Manual (QCM) has been developed by Resource Environmental Solutions (RES) for Region 8 - Florida to ensure that data generated during execution of work is of known and verifiable quality. This QCM shall be reviewed on a periodic basis if significant changes to company policies or procedures warrant an update, to be decided by the company's Quality Assurance Officer (QAO). If significant changes have occurred, then the QCM shall be updated accordingly. This QCM was created by RES to establish a quality system that will do the following:

- Identify, implement and promote quality assurance (QA) policies and procedures that will produce data of a known and verifiable quality;
- Create, identify and follow SOPs for technical and administrative activities;
- Monitor adherence to the established policies, procedures and written SOPs;
- Establish and use procedures for continual improvement through corrective, preventive, and proactive action policies; and
- Monitor the quality of the organization's technical product.

RES implements a variety of project types and the need for quality control is inherent to all project types. While specific standard procedures referenced by an agency may be referenced within this document, it is RES' intent that protocols consistent with industry standards in the areas where the projects occur are followed. Industry standards may be reflected in laws and rules, local ordinances, agency policy and guidance documents, permit applications, or client-specific requirements. These references change and are updated periodically. Thus, it is not practical to reference each protocol and standard. RES' staff makes a concerted effort to stay current with industry standards and rules and apply them to our projects as appropriate and our staff use their experience, education, and professional judgement to apply the applicable standards to the projects we implement.

One area that is specifically required to be addressed in this QCM is topics specified in the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) DEP-SOP-001-01 per the FDEP Quality Assurance Rule, 62-160, Florida Administrative Code (F.A.C.). The purpose of 62-160 F.A.C. is to assure that chemical, physical, biological, microbiological, and toxicological data used by FDEP are appropriate and reliable and are collected and analyzed by scientifically sound procedures. To this end, this chapter defines the minimum field and laboratory quality assurance, methodological and reporting requirements of FDEP. This process includes, but is not limited to, field activities (sample collection, sample preservation, field measurements, and site evaluation); sample handling, storage, and transport; summaries or data presentation activities; and all activities that impact data quality such as providing sample containers, instrument calibration services, or reagents and standards. All persons who conduct or support field activities for sampling and data collection and shall follow the applicable procedures and requirements described the FDEP SOP titled Standard Operating Procedures for Field Activities, DEP-SOP-001/01 and Standard Operating Procedures for Selected Bioassessment Activities, DEP-SOP-003/11. The preceding language is required pursuant to FDEP regulations and weblinks to the FDEP SOPs are provided in Section 3.2 of this QCM and Chapter 62-160 F.A.C. can be reviewed at: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-160>

The procedures in the FDEP SOPs are minimum requirements for sample collection, sample handling, field testing, data collection and certain laboratory procedures used to generate data for FDEP use. The FDEP's Quality Assurance Rule, 62-160.210 & .330, F.A.C. requires prior approval of alternative and new procedures by FDEP before use on a project.

### 1.1 Commitment to Quality

RES' officers and employees are committed to generating data of a known and verifiable quality. This objective will be accomplished using sound professional judgment, and adherence to RES' QA policies and Quality Control (QC) procedures.

### 1.2 Ethics Statement

RES expects that all employees will conduct themselves in a professional and ethical manner. All employees are expected to comply with all applicable governmental rules and regulations, including avoiding conflict of interests and complying with lobbying rules. We also comply with adopted clients' ethics provisions as they are applicable to our business. The following outlines some specific ethics germane to RES' profession:

- We will not knowingly violate the rights of individuals, which may be guaranteed or provided by the United States Constitution, or the laws of the state and federal governments.





- We will not knowingly misrepresent our duties, professional credentials, or ourselves.
- We will seek to improve and expand our knowledge and expertise through education and training.
- We will defend our profession against unjust criticism and help defend our colleagues against unjust actions.
- We will refrain from conduct that would reflect adversely upon the best interests of RES, its clients, and its professional areas of practice.

Per RES' Company Policy, RES expects all employees to conduct themselves in a professional and ethical manner. An employee should not conduct business that is unethical in any way, nor should an employee influence other employees to act unethically.

### 1.3 Client Confidentiality

RES, its employees, representatives, or agents will not directly or indirectly divulge or disclose confidential information that has been obtained by, or disclosed to, RES as a result of its discussions with others. On some occasions, RES, its employees, representatives, or agents may disclose such information or portions thereof to its partners, directors, officers, employees, agents, and representatives who need to know such information for the purpose of performing duties within the normal scope of their employment. It shall be understood that those partners, directors, officers, employees, agents, and representatives will be informed of the confidential nature of this information and will agree to be bound not to disclose the information to other individuals. In no instance will confidentiality of information obtained by RES supersede disclosure requirements of law or court order.

### 1.4 Organizational Structure

Described herein are roles/responsibilities in RES' QA/QC process.

#### 1.4.1 Staff Responsibilities

##### 1.4.1.1 QUALITY ASSURANCE OFFICER

The role of the QAO is one of oversight. In addition to coordinating and overseeing data quality activities, monitoring adherence to company policies and procedures and corrective actions, the QAO has the ability and authority to recommend and implement immediate corrective measures, without going through chains of command. The organizational and functional position of QAO is not placed in direct lines of authority.

The QAO can objectively evaluate data and perform audits without outside influences. The responsibilities of the QAO may be divided among several individuals and the designated QAO may be assigned other duties (e.g., project management). However, other responsibilities cannot bias the performance of these tasks:

- Review QC data to determine if data are acceptable;
- Perform annual systems audits to ensure compliance with QA plans and SOPs;
- Distribute results of internal and external audits to management and affected individuals;
- Oversee responses to internal and external technical audits;
- Oversee and recommend corrective actions as a result of the audits;
- Verify corrective action implementation;
- Oversee administration of performance audits;
- Coordinate preparation of QA reports to management, clients and regulatory agencies;
- Coordinate and oversee the preparation of project-specific QA project plans;
- Review proposed procedures and associated method validation information to determine appropriate use;
- Review initiated corrective actions to assure effectiveness. Recommend additional measures if necessary.

##### 1.4.1.2 TECHNICIAN LEVEL

The field technician, technical staff or sample collector will conduct the following:

- Perform field measurement tests, data collection and calibration according to FDEP SOPs and industry standards and manufacturer's recommendations;
- Verify that calculations (e.g., purge volume), observation (e.g., species) and data are correct;
- Collect samples and data following the appropriate SOPs or other industry standards using appropriate equipment or software;



- Ensure that sample containers, photographs, or data are properly and accurately labeled or referenced;
- Ensure that appropriate preservatives sample containers are used for sample collection;
- Legibly and fully document activities in field logs or field data sheets;
- Ensure that field information or data collected is accurately recorded;
- Identify and document potential QC problems (e.g., unacceptable calibrations, procedures, and equipment variances; incomplete or compromised data; poor environmental conditions, etc.);
- Maintain equipment and instruments in working condition, and document preventative maintenance and repairs; and
- Implement corrective action procedures that are identified to be necessary as a result of audits.

#### 1.4.1.3 DIVISION MANAGEMENT

These individuals will conduct the following:

- Ensure that field activities are performed according to methods and protocols specified in applicable project documents, SOPs and applicable industry standards;
- Ensure that field collected and laboratory generated or data collected are reviewed by the following activities:
- Check documentation for completeness and proper sample, species, structure or other data set identification;
- Check raw data for calculation, interpretation or clerical errors; and
- Assure that produced QC data are acceptable.
- Oversee preventative maintenance activities.
- Evaluate and implement changes in methodology and QC measures.
- Identify QC problems and take measures to correct or eliminate the problem source.
- Monitor and implement corrective action procedures that are identified to be necessary as a result of system audits.
- Assume the responsibility for validating field generated documentation and collected data and ensure that final field and data reports are accurate before review by Quality Assurance Reviewer (QAR).

#### 1.4.1.4 PROJECT MANAGEMENT

This individual has general responsibility for the following activities:

- Act as a liaison between the client and the organization.
- Oversee and coordinate project activities including work plans, QA plans, data quality objectives, SOPs, and scheduling.
- Coordinate analytical work, field activities, or data collection to assure the completion of tasks within established time frames. Ensure that there are adequate qualified personnel, equipment, and time to produce a completed project of a specified quality.
- Review project data prior to final report review to assure that all data are acceptable and within specified project objectives.

#### 1.4.1.5 MANAGEMENT

These individuals are responsible for the overall operation of the organization including fiscal resources and personnel. They will ensure that organizational activities are conducted according to the organization's established quality system, QCM and SOPs and that policies and procedures are consistent with this QCM. They will review and assess the organization's quality system, and related activities to determine the effectiveness of the system, and its continuing suitability. Their review may include, but is not limited to the following:

- Policy and procedures review;
- Outcome of internal or external audits;
- Corrective or preventative actions;
- Reports from managerial and supervisory staff;
- Changes in volume and type of work;



- Client feedback;
- Complaints and their resolution; and
- Staff training.
- The findings and recommendations of this management review should result in the following:
- Assurance that there is sufficient managerial, technical, and support staff with the authority and resources to perform their stated duties.
- Establishment of procedures to ensure that personnel are free from undue internal or external commercial, financial, and other pressures or influences that may adversely affect the performance and quality of their work.
- Ensure that the staff has the necessary education, experience or training to perform their stated duties.

#### *1.4.2 Licensed Professionals*

It is the responsibility of each licensed professional to maintain and fulfill any training and continuing education requirements for each of their licenses, including those in jurisdictions other than Florida. The licensed professional is also responsible for familiarizing themselves with the rules and regulations governing their profession. Each licensed professional shall be willing to seal reports, plans and designs which were prepared under their responsible charge, and only those reports, plans and designs which were prepared under their responsible charge, and only in those areas of practice in which the licensed professional is qualified through experience, education, or expertise.

#### *1.4.3 Employee Training and Credentials*

Copies of RES' employees' specialized training records, credentials, including copies of professional licenses for RES' staff, are maintained in the company administrator's files as well as in the individual employee's files.





## 2.0 Documentation

RES maintains project records to ensure that the quality of our work is documented, and sound industry practices are employed throughout each project.

### 2.1 Generation, Retention, and Storage of Records

Products or outputs of automatic data recording devices, such as chart strip recorders, integrators, and computers, will be retained in electronic or paper form. Records will be properly identified as to purpose, analysis date, and field or lab identification number or data collection number.

#### 2.1.1 *Electronic Data Security*

Access to data will be controlled. Electronic data collected from instrumentation will not be altered. Software that allows an analyst to correct raw data (e.g., change baseline) is acceptable.

#### 2.1.2 *Electronic Data Storage and Documentation*

Electronically or magnetically stored data will be easily retrievable for printing to paper. Electronic data files will be coded, indexed, or referenced, to facilitate availability of data, analytical events, and other procedural records. These file designations will allow easy retrieval of the record.

Software problems and their resolution will be documented, where these problems affect the correctness of data documented, or where problems affect the cross-indexing of records. Indications of which files have been affected, software changes, updates, installations, etc. will be documented per the above concerns. The files and links of associated service records supplied by vendors or other service personnel will be maintained.

### 2.2 Control and Maintenance of Project Documentation

All records of an organization that are pertinent to a specified project will be retained for a period of at least five years after the completion of the project. These records may include the following:

- Field notebooks, data sheets, and documentation on the data collection event;
- Field and laboratory analytical records including supporting calibration, raw data, data reduction calculations, QC information, and all data output records;
- Field and laboratory custody records including shipping receipts, sample transmittal forms, internal routing and assignment records, and sample disposal;
- Statistical calculations used in data reduction and in determination of QC limits;
- Preventative maintenance records for analytical and support equipment and instrumentation;
- Copies of final deliverables.

It should be noted that when final deliverables include copies of documents outlined above, then those records may be purged.

The records will be protected from environmental degradation, stored under secure conditions to discourage tampering or vandalism; and will be cross-indexed by project number, or other common identifier for easy retrieval.

### 2.3 Types of Reports and Documents Generated by RES

Deliverables generated by RES involve assimilating and presenting data from laboratory reports, field documents, design plans, technical documents, GIS maps, databases, permitting documents, prospectuses, regulatory agency correspondence or other sources, as applicable.

### 2.4 Identification and Integrity of Samples and Field Locations

The following field sampling information shall be maintained in the project records:

- Project information including the project number, project name; site or facility name and address;
- Name(s) and affiliation of individual(s) collecting samples;
- Sampling or data collection method(s) used;
- Sample description such as sample type, sample matrix, and sample treatments (preservation, filtration, etc.);
- Client or field identification number for each sample, as applicable;
- Date and time of sample collection, including date and time sample collection ended (if collecting a composite sample) and sample collection depth;





- Unambiguous identification of all field-generated quality control samples such as field or equipment blanks, replicate samples or split samples; and
- Method(s) used to make field measurement;
- Results of data collection;
- Information about site conditions including weather; and
- Ancillary records (photographs, videotapes, maps, etc.) to be traced to specific sampling events.



### 3.0 Sample Collection

RES staff is qualified to perform a variety of sampling, measurements, and verifications. RES staff conducts field measurements, documentation, and sample collection in accordance with FDEP SOPs. Provided in this section are RES' sampling capabilities.

#### 3.1 Sampling Capabilities

As required by the specific project, RES will collect aqueous and non-aqueous samples. Detailed in the following tables are the typical chemical parameters tested for along with the environmental media that are sampled:

AQUEOUS MATRICES							
Parameter	SW	WW	GW	WP	TW	PW	DW
Volatile Organics	X	X	X	X	X	X	X
Extractable Organics	X	X	X	X	X	X	X
Metals	X	X	X	X	X	X	X
Inorganic Anions	X	X	X	X	X	X	X
Physical Properties	X	X	X	X	X	X	X
Radionuclides			X				
Microbiology	X	X	X	X	X	X	X
Organics	X	X	X	X	X	X	X
Biotoxicity		X	X	X	X	X	
Macroinvertebrates	X		X				
DNA	X		X				

SW = Surface Water

WW = Wastewater

GW = Groundwater

WP = Wipe

TW = Tap Water

PW = Product Water

DW = Drinking Water

NON-AQUEOUS MATRICES							
Parameter	SE	SO	SL	LH	HW	FT	SF
Volatile Organics	X	X	X	X	X		
Extractable Organics	X	X	X	X	X		
Metals	X	X	X	X	X		
Inorganic Anions	X	X	X	X	X		
Physical Properties	X	X	X	X	X		
Radionuclides		X					
Microbiology	X	X	X	X	X		
Organics	X	X	X	X	X		
Biotoxicity	X	X	X	X	X		
Macroinvertebrates		X					
DNA	X						

SE = Sediment

SO = Soil

SL = Domestic Waste Sludges

LH = Liquid Hazardous Wastes

HW = Hazardous Waste Sludges

FT = Fish Tissue

SF = Shellfish

#### 3.2 Sampling Procedures

Field sampling, data collection, equipment calibrations and associated actions will be performed in accordance with the protocols and procedures detailed in FDEP SOPs as follows:



SAMPLING PROCEDURES	
FDEP Standard Operating Procedure	Description
<u>Field Title Page</u>	Title Page, Field
<u>FA 1000</u>	Administrative
<u>FC 1000</u>	Field Decontamination
<u>FD 1000</u>	Documentation
<u>FM 1000</u>	Field Mobilization
<u>FQ 1000</u>	Quality Control
<u>FS 1000</u>	General Sampling
<u>FS 2000</u>	General Water Sampling
<u>FS 2100</u>	Surface Water Sampling
<u>FS 2200</u>	Groundwater Sampling
<u>FS 2300</u>	Drinking Water Sampling
<u>FS 2400</u>	Wastewater Sampling
<u>FS 3000</u>	Soil Sampling
<u>FS 4000</u>	Sediment Sampling
<u>FS 5000</u>	Waste Sampling
<u>FS 6000</u>	Tissue Sampling
<u>FS 7000</u>	Biological Communities
<u>FS 8100</u>	Contaminated Surfaces Sampling
<u>FS 8200</u>	Clean Sampling for Trace Metals
<u>FT 1000</u>	Field Testing General
<u>FT 1100</u>	Field pH
<u>FT 1200</u>	Field Specific Conductance
<u>FT 1300</u>	Field Salinity
<u>FT 1400</u>	Field Temperature
<u>FT 1500</u>	Field Dissolved Oxygen
<u>FT 1600</u>	Field Turbidity
<u>FT 1700</u>	Field Light Penetration
<u>FT 1800</u>	Field Flowmeters
<u>FT 1900</u>	Field Continuous Monitoring
<u>FT 2000</u>	Field Residual Chlorine
<u>FT 3000</u>	Habitat Assessment
<u>Lab Title Page</u>	Title Page, Laboratory
<u>LD 1000</u>	Laboratory Documentation
<u>LQ 1000</u>	Laboratory Quality Control
<u>LT 7000</u>	Biological Indices
<u>Bioassessment Title Page</u>	Title Page, Bioassessment
<u>BRN 1000</u>	Biological Reconnaissance Field Method
<u>LVI 1000</u>	Lake Vegetation Index Methods
<u>SCI 1000</u>	Stream Condition Index Methods

It should also be noted that the FDEP has issued a memorandum outlining specific variances to the FDEP SOPs for Bureau of Petroleum Storage System (BPSS) Sites. The following is a link to that memorandum:

<https://floridadep.gov/sites/default/files/BPSSVariances-Final-May02-2005.pdf>



### 3.3 Field Test Methods

Provided in the following table are the test methods generally employed by RES' field technical staff during environmental sampling activities. This table itemizes the Environmental Protection Agency (EPA) Test Method number the sampling media (matrix) and associated parameter.

FIELD TEST METHODS		
Method	Matrix	Parameter
360.1	W	Dissolved Oxygen
2580B	W	ORP
150.1	W	PH
330.1	W	Residual Chlorine
2520 B	W	Salinity
120.1	W	Specific Conductance
377.1	W	Sulfite
170.1	W	Temperature
180.1	W	Turbidity
CE-81-1 P. 3-52	S	ORP
9045	S	pH
CE-81-1 P. 3-368	S	Residual Chlorine

W = Water      S = Soil

### 3.4 Field Instrument and Equipment Inventory

The following list includes the standard field instrument and equipment owned and maintained by RES:

- Organic Vapor Analyzer
- Water Level Indicator
- Oil Water Interface Meter
- Peristaltic Pump
- Water Quality Meter
- Turbidity Meter
- Color-Tec Field Screening
- Measuring Wheel
- Hand Auger
- GPS Unit
- True-Pulse Range Finder
- Discrete Surface Water Sampler
- Quadrat
- DBH Tape
- Magnetic Manhole Lid Lifter
- Drone
- Benthic Data Kit
- Blackline Safety Monitoring Device
- Spherical Densiometer
- Groundwater Sampling Kit
- Soil Sampling Kit
- Monitoring Well Installation Kit
- Submersible Pump
- Diaphragm Pump
- Trash Pump
- Surveying Kit
- Generator
- Air Compressor
- Digital Camera
- Spotting Scope
- Burrow Camera
- Binoculars
- Go – Pro Camera
- Field Tablets
- Soil Probe
- Tree Caliper
- Sediment Core Sampler
- Color-Rech Chlorinated Gas Sampler

### 3.5 Field Equipment and Security

RES owns many different types of sampling equipment and keeps them in secured, limited access storage rooms.

### 3.6 Sample Dispatch, Handling and Transportation





### **3.6.1 Documentation**

Field documentation will consist of, at a minimum, field notes, sample labels, and Chain of Custody forms (or sample transmittal forms). These items must contain a minimum amount of information that can be traceable back to the original sampling event. A complete discussion of the mandatory information to be completed in the field is provided in the FDEP SOPs (See list of FDEP SOPs in Section 3.2).

### **3.6.2 Sample Packing and Transport**

Samples shall be packed such that they are segregated by site, sampling location, or by sample analysis type. Sample segregation may follow this segregation scheme or any other that is sensible and well thought out. These schemes are dependent upon the levels of contamination present, the number of bottles to be transported, the size of the bottles, etc. Sample packing and transport will be performed as detailed in the FDEP SOPs (See list of FDEP SOPs in Section 3.2).

- Volatile organic compound (VOC) samples from different locations may be placed into the same cooler to reduce the number of required trip blanks provided that the samples are wrapped or containerized (sealed plastic bags) separately.
- Samples in breakable containers shall be packed with materials (i.e. bubble wrap, cans with vermiculite) to avoid breakage.
- Shipping transport containers shall be insulated (if cooling is required).
- Shipping containers shall be sealed with strapping tape or locked to avoid tampering. Tamper-proof seals may also be placed over cooler lid.
- All samples that require thermal preservation shall be packed in thermally insulated coolers with wet ice. Only wet ice shall be used in cooling samples to 4°C. Blue ice or chemical cooling packs are not acceptable.



## 4.0 Field Testing and Measurement

This section addresses the procedures to conduct field measurements that are commonly associated with sampling activities. They include the parameters that are measured in-situ or in a field sample by means of direct-reading instruments (meters connected to sensing probes) or by visual interpretation/interpolation. Calibration and maintenance of field equipment will be as specified in the FDEP SOPs. In some cases, specific instruments may be used, with detailed instructions on their use. If using a different instrument, the manufacturer's instructions for assembly operation and maintenance should be followed.

### 4.1 Equipment Calibration

This section outlines the essential calibration and QC measures that will be followed for each field instrument. Prior to mobilization, the sampling personnel will verify that all equipment is in proper working condition, calibrated, and that batteries are properly charged. Calibration will be performed in accordance with the FDEP SOPs. In some cases, specific instruments may be used, with detailed instructions on their use. If using a different instrument, follow the manufacturer's instructions for calibration.

### 4.2 Source Preparation of Standards and Documentation of Standards and Procedures Used to Generate, Assess, and Document Calibrations

RES will obtain certifiable standards from a vendor when calibration standards are required. Records and documentation associated with these standards will be as documented as specified in the FDEP SOPs. Specific calibration and checks will be performed as specified in the relevant sections of the FDEP SOPs.

### 4.3 Maintenance of Field Equipment and Associated Documentation

Preventive maintenance activities are necessary to ensure that the equipment can be used to obtain the expected results and to avoid unusable or broken equipment while in the field. Equipment is properly maintained when the following is occurring:

- It functions as expected during mobilization; and
- It is not a source of sample contamination.

Listed below are the minimum steps taken to ensure that equipment used during sampling provides the expected results.

- Follow the manufacturer's suggested maintenance activities and document all maintenance.
- Each piece of equipment will be identified with a unique identification (such as the name of the item, if there is only one or a number if there are multiple similar items). The following information will be maintained for each piece of equipment or instrumentation: Identity (unique identifier code) and description (including software if used):
- Manufacturer's name, model number, and serial number (if applicable);
- Calibration checks or other tasks that demonstrate that the equipment performs as expected;
- Manufacturer's operating and maintenance instructions;
- Written preventive maintenance schedule that includes the activity and the frequency of each activity; and
- Date(s) of any preventive maintenance, repairs, malfunctions, etc., and name of person(s) performing the task(s).



## 5.0 Review and Assessment

Data validation can be performed at many levels. The most complex and time consuming generally involves following the procedures recommended by a regulatory agency such as the EPA. However, an abbreviated or partial data validation, or data quality review can be performed by reviewing a selected subset of QC parameters.

The level of data validation required for a project is determined by the data quality objectives (DQOs) established for the project. DQOs mandate the QA/QC requirements for the project related to field and laboratory procedures. The most stringent DQOs are generally reserved for projects that involve human health and ecological risk assessments, whereas the least stringent DQOs may be required for projects that involve preliminary screening tasks. Between these extremes, DQOs should be consistent with the program objectives and use to which the data will be placed.

For any of these projects and DQOs, an appropriate level of data validation or data quality review is recommended as a cost-effective method for providing analytical data of a known level of quality. During data validation or quality review, data is evaluated to determine if the measurement or data collection process was conducted in accordance with the QA/QC requirements cited for that activity and, if appropriate, whether the analytical laboratory met the minimum acceptable performance criteria for that measurement as established by the analytical method, the DQOs and established data validation criteria.

### 5.1 QC Measures and Criteria

Field QC measures monitor the sampling event to ensure that the collected samples are representative of the sample source and that the field-collected data have stated limits of precision and accuracy. These efforts will be performed in accordance with the protocols and procedures detailed in the FDEP SOPs.

Field-collected blanks collected for contamination projects will demonstrate the criteria that the collected samples have not been contaminated by the following:

- The sampling environment;
- The sampling equipment;
- The sample container;
- The sampling preservatives;
- Sample transport; and
- Sample storage.

Field measurement quality controls will demonstrate the following criteria:

- The instrument was properly calibrated; and
- The instrument maintained acceptable calibration during use.

The FDEP SOP sections that address the type of control samples and the frequency of collecting these samples will be followed. All initial calibration and verification checks will meet the acceptance criteria outlined in FDEP SOPs.

### 5.2 Type and Frequency of Field Generated Control Samples

Field control samples will be collected to evaluate the data validity and sample collection process. Please refer to Section 3.2 for a list of FDEP SOPs to identify the applicable SOPs for the type of control samples, the frequency of collecting these samples and the sampling protocol.

### 5.3 Procedures to Assess Raw Data

Documentation related to sample or data collection, including field logbooks and sampling logs, may be reviewed by the validator to check items such as proper purging of groundwater monitoring wells; performance and documentation of sample preservation techniques, such as pH adjustment; documentation of location and time, and equipment used during sampling; and proper decontamination of sampling equipment between the collection of discrete samples. Other items to be reviewed by the validator may include verification of test location, species, percent cover, tree location, diameter at breast height (DBH) or condition, transect layout, etc.

Sample shipment documentation is essential to document that sample integrity was maintained throughout the sampling and analytical programs. Chain-of-custody forms, used by the field samplers to document the transfer of responsibility and stewardship for samples, are reviewed by the data validators for continuity, completeness, and accuracy. Problems noted





with these forms are carefully evaluated to assess their impact on the legal defensibility of the sample results. In some cases, significant problems with the chain-of-custody forms may indicate a need for resampling.

Most of the effort related to data validation involves reviewing the data package for compliance with QA/QC criteria. The data package generated by an analytical laboratory contains information appropriate for the level of validation to be performed, the QA/QC requirements, and the projects DQOs. For a project with the most stringent DQOs, the data package will typically contain raw data or instrument output for environmental and QC samples, and calibration standards. It will also contain copies of extraction and analysis logbook pages and summarized calibration and QC data.

The following list illustrates typical components of a laboratory data package evaluated during data validation:

- Documentation completeness;
- Holding times;
- Calibration and mass spectral instrument tuning;
- Instrument performance;
- Sample blank analyses including method, calibration, and field blanks;
- QC sample analyses including matrix spike, matrix spike duplicate, laboratory and field duplicates, laboratory control samples, and surrogate recoveries;
- Laboratory control limits and method detection limits;
- Compound identification and quantitation; and
- Laboratory corrective actions.

#### 5.3.1 Data Reduction

Data reduction addresses data transformation operations such as converting raw data into reportable quantities and units, use of significant figures, recording of extreme values, blank corrections, etc. Data verification ensures the accuracy of data transcription and calculations, if necessary, by checking a set of computer calculations manually or in spreadsheets. Data validation ensures that QC criteria have been met.

#### 5.3.2 Data Verification

The process of data verification requires confirmation by examination or provision of objective evidence that the requirements of these specified QC acceptance criteria are met. In design and development, verification concerns the process of examining the result of a given activity to determine conformance to the stated requirements for that activity. For example, has the data been collected according to a specified method and has the collected data been faithfully recorded and transmitted? Does the data fulfill specified data format and metadata requirements? The process of data verification effectively ensures the accuracy of data using validated methods and protocols and is often based on comparison with reference standards.

#### 5.3.3 Data Validation

The purpose for this task is to assess the usefulness of data generated during the field activities and provide information to prepare a data validation summary report. Data validation can be conducted in the field by an independent reviewer or at the office during review of the data. Data validation should be recorded by the reviewer on the project review form.

### 5.4 Criteria for Initiating Corrective Action

When the source of a QC error has been identified, appropriate steps will be taken to eliminate or minimize recurrences. If a QC measure is not acceptable, testing will continue until the QC check meets specifications. Corrective actions may be initiated:

- By the individual who is operating the instrument or collected the data; or
- By an individual in oversight authority (i.e. Project Manager, Division Manager or QAO) if a solution is not immediately apparent.

The individual who identifies the problem will initiate corrective actions for QC measures.





If a verification check or initial calibration fails to meet acceptance criteria, immediately recalibrate the instrument or remove it from service. If a calibration check fails to meet acceptance criteria and it is not possible to reanalyze the sample(s) or recollect the data, the following will be conducted:

- Report all results between the last acceptable calibration check and the failed calibration check: as estimated (report the value with a "J" qualifier);
- Include a narrative description of the problem; and
- Shorten the time period between verification checks or replace/repair the instrument.

## 5.5 Deviation from Documented Policies and Procedures

Effective communication between all personnel is an integral part of a quality system. Planned reports provide a structure for apprising management of the project schedule, the deviations from approved QA and test plans, the impact of these deviations on data quality, and the potential uncertainties in decisions based on the data. However, if it is not appropriate to document deviations in a report, emails, memos or other records can be used to document the deviation in the project file.

If QC measures fail to meet acceptance criteria, the QC measure, and the procedures used to correct the problem will be documented. Documentation does not imply a formal memo or corrective action form. The documentation may include narratives in emails, telephone records or informal memos to the file. However, if more than one organization is involved with identifying a QC problem and the associated corrective actions, formal memos are recommended, although dated and signed phone logs and emails are acceptable. In all cases, a copy of all documentation should be maintained in the project files.

If an identified QC problem affects more than one set of data or multiple projects, the documentation associated with identifying and resolving the problem will be cross-referenced to the affected projects.

## 5.6 Auditing

Proper use of technical audits and assessments provides important information to management to help ensure that collected environmental data are defensible. Audits and assessments can uncover deficiencies in physical facilities, equipment, project planning, training, operating procedures, technical operations, custody procedures, documentation of QA and QC activities, as well as quality system aspects applying to more than one project. Audits and assessments will be performed before, during, and after environmental data collection to ensure that collected environmental data are defensible.

Systems audits will be conducted by company personnel in response to unacceptable or questionable QC or sample data and is a review and evaluation of the various components of the measurement and sample collection procedures to determine their proper selection and use. This audit would consist of a detailed review of each component of data collection and verification:

- Systems or management audits will be performed periodically by the QAO or their designee;
- A determination should be made that each element of an activity is functioning appropriately and within the guidelines of the proper methodology, the approved procedures and QA Plan; and
- A list of deficiencies that will be addressed to correct, improve, and modify the system will be generated as a result of the audit.



## 6.0 Client Relations

RES' project development and implementation process is intended to ensure adequate allocation of team members and project resources, including the appropriate number of staff and sufficient field equipment and supplies. During development of the scope, the Project Manager and Division Manager are engaged to review the specific needs of the project and assign the qualified staff and equipment. Qualified staff are selected based on the specific training and experience. Equipment may be rented from outside vendors as needed. It is our approach to address resource needs at the scope development phase to ensure our expectations are in line with the client. Team members review project tasks and internal deadlines prior to and during project implementation to allow time to engage additional staff and resources necessary to meet the project needs.

The assigned Project Manager serves as client liaison for the organization. The client is encouraged to provide feedback and input during the initial scoping and during implementation of the project. Client complaints received by staff are to be reported to the Project Manager, the Division Manager, and the General Manager. The appropriate level manager addresses client complaints. The manager will document the complaint, come to a resolution with the client and report to the pertinent staff to implement corrective actions.



 **res**



QUALITY ASSURANCE MANUAL  
REGION 8 - FLORIDA

Origination: October 2002 | Updated: June 2024





## Signature Page

### RESOURCE ENVIRONMENTAL SOLUTIONS REGION 8 - FLORIDA

#### Quality Assurance Manual

#### Office Locations:

Orlando, Fort Lauderdale, DeLand, Miami, Key West, and West Palm Beach

Signature: \_\_\_\_\_

Justin Freedman  
General Manager

Date: June 17, 2024

Signature: \_\_\_\_\_

James J. Ortoles, P.E.  
Quality Assurance Officer

Date: June 17, 2024



## Quality Assurance

*At RES, our employees are committed to delivering solutions in a competent and timely manner. We empower our employees to adhere to ethical and professional standards that create an environment where quality is the focus.*

Resource Environmental Solutions (RES) has adopted the foregoing Quality Statement for Region 8 - Florida. It is our intention that our staff understand that they are responsible for producing a quality product or service. We have established a system of quality assurance (QA) functions, that provide for review and documentation of project activities by Project Managers, Subject Matter Experts (SMEs), Division Managers, Quality Assurance Reviewers (QARs), the Quality Assurance Officer (QAO), and the General Manager. The relationships of these functions are described in this Quality Assurance Manual (QAM) and in appropriate position description policies.

RES provides advisory services for engineering, ecological, and environmental consulting, mitigation bank development and operations and integrated ecological project delivery solutions for public and private entities. This manual addresses the practices and activities associated with producing and verifying the quality of RES' work products.

The system of functions and controls established in this manual are applicable to the scope of services and products generally provided by RES. When required by the Project Manager, Division Manager, QAR, regulatory agency or by contract, a project-specific Quality Assurance Project Plan (QAPP) shall be prepared to provide supplemental QA and technical procedures.



## Table of Contents

<b>Signature Page</b> .....	<b>i</b>
<b>Quality Assurance</b> .....	<b>ii</b>
<b>1.0 Introduction</b> .....	<b>1</b>
1.1 Purpose .....	1
1.2 Scope.....	1
1.3 Description .....	1
1.3.1 Quality Assurance Manual .....	1
1.3.2 Stop Work Authority .....	1
1.3.3 Assessment of the Quality Assurance Program by RES Management.....	1
<b>2.0 Organization</b> .....	<b>2</b>
2.1 Purpose .....	2
2.2 Organization.....	2
2.3 Summary of Assigned Quality Assurance Responsibilities.....	2
2.3.1 General Manager .....	2
2.3.2 Quality Assurance Officer .....	2
2.3.3 Quality Assurance Reviewer .....	3
2.3.4 Division Manager .....	3
2.3.5 Project Manager.....	3
2.3.6 Subject Matter Expert.....	3
<b>3.0 Contract Review and Execution</b> .....	<b>4</b>
3.1 Purpose .....	4
3.2 Scope .....	4
3.3 Responsibilities.....	4
3.4 Requirements.....	4
<b>4.0 Project Document Review</b> .....	<b>5</b>
4.1 Review Procedures.....	5
4.1.1 Project Scope and Opportunity Development.....	5
4.1.2 Project Initiation.....	5
4.1.3 Project Execution .....	5
4.1.4 Figures and Maps .....	5
4.1.5 Calculations .....	5
4.1.6 Computer Software.....	6
4.1.7 Deliverables.....	6
<b>5.0 Quality Assurance Records</b> .....	<b>7</b>



5.1	Purpose .....	7
5.2	Scope .....	7
5.3	Responsibilities.....	7
5.4	Requirements.....	7
5.5	Procedures.....	7
5.5.1	Required Records .....	7
5.5.1.1	Project Records.....	7
5.5.1.2	Personnel Qualification Records .....	8
5.5.1.3	Equipment Records .....	8
5.5.1.4	Audit Records .....	8
5.5.2	Records Management System .....	8
5.5.3	Project Files .....	8
5.5.4	Records Storage and Preservation .....	8
5.5.5	Access to Project Files .....	8
5.6	Documentation/Records.....	8
<b>6.0</b>	<b>Audits.....</b>	<b>9</b>
6.1	Purpose .....	9
6.2	Scope .....	9
6.3	Requirements.....	9
6.4	Procedures.....	9
6.4.1	Types of Audits.....	9
6.4.2	Audits .....	9
6.4.2.1	Scheduling .....	9
6.4.2.2	Performance .....	9
6.4.2.3	Reporting .....	9
6.5	Documentation/Records.....	10





## 1.0 Introduction

### 1.1 Purpose

This section describes RES' QA Program, how it is documented, and how it is to be applied.

### 1.2 Scope

The QA Program applies to the execution and delivery of technical and professional services, environmental solutions and work products provided by RES.

### 1.3 Description

QA encompasses those actions taken by an organization to provide confidence that the results, conclusions, recommendations, and products produced by its programs and projects are accurate and reliable and conform to agreed-upon requirements and specifications, and applicable standards, laws, and regulations. The term "project" in this QAM is a broad term used to include all work conducted by staff for the purposes of delivering an external solution or service. This term includes both opportunities and contracted work.

To manage our operations to produce the desired quality, RES maintains a system of quality control (QC) through our organizational structure. Division Managers, QARs and QAO are responsible for the quality of services provided and implementation of the requirements of this QAM. Project Managers are the focal point for providing quality services to our clients. As such, they manage the QC appropriate for their projects.

Each project is assigned to a Project Manager who is accountable for all aspects of the project. A QAR is assigned to each project involving engineering or scientific evaluations, interpretation, or professional judgment. Documents (including emails) that are sent to outside entities that contain technical judgements, conclusions, or commitments require QAR-level review. The term "review" is defined as examination for acceptability. It includes examination of the accuracy, completeness, and soundness of a document and supporting information and includes documentation of the review. The selected QAR shall have experience relevant to the area of work.

#### 1.3.1 *Quality Assurance Manual*

The RES QA Program is described in this QAM. The requirements contained in the QAM apply to all project activities and are supplemented by the company's Quality Control Manual (QCM).

#### 1.3.2 *Stop Work Authority*

Authority to stop work is assigned to the designated QAR, Project Manager, Senior Professionals, Division Manager, and General Manager. This authority includes the prerogative to stop or control work to assure quality. Inherent in this authority is the authority to resume work when the cause of suspension has been removed or corrected. In case of a disagreement on a stop work decision, the decision may be referred first to the QAO, and if not resolved, to the General Manager.

#### 1.3.3 *Assessment of the Quality Assurance Program by RES Management*

The measures that provide management's periodic assessment of the status and adequacy of the RES QA Program are listed in Section 6.0.



## 2.0 Organization

### 2.1 Purpose

The purpose of this section is to identify RES' organization and relationships relative to the performance of activities affecting quality.

### 2.2 Organization

Investigation, evaluation, assessment, design, and implementation of services subject to the requirements of this manual are under the direction of the General Manager. For each project, a Project Manager is assigned responsibility for the planning, management, and execution of RES' services.

QARs who have completed required training and have demonstrated appropriate skills and experience in the execution of relevant work are assigned a QA role within the project structure. QARs and Division Managers are responsible for reviewing and approving the scopes RES develops that require evaluation, interpretation, or professional judgment.

The QAO is responsible for verifying and documenting that the specified quality control reviews, and approvals are maintained. This responsibility includes verification that proper practices, documentation, and reporting have occurred. The QAO's verification of quality is regularly reported through the quality verification chain to the General Manager. For the purposes of this QAM, "report" is a broad term used to describe any deliverables that may be generated by RES for external use or reliance.

### 2.3 Summary of Assigned Quality Assurance Responsibilities

The QA Program has been established by RES to assure the quality of RES' products and services. A summary of the assigned quality assurance responsibilities follows below.

#### 2.3.1 General Manager

The General Manager has overall responsibility for the quality of work conducted by RES employees. The General Manager is responsible for establishing the organizational structure of the Company consistent with RES' quality objectives; supporting QA as an essential element in all functional, management, and administrative areas; communicating management's commitment to quality throughout the organization; motivating personnel to achieve increasing levels of technical competence and achievement; and providing the resources necessary to support an effective, ongoing, and comprehensive QA Program.

#### 2.3.2 Quality Assurance Officer

The QAO is the overall quality leader for the region and reports directly to the General Manager on matters of quality. These responsibilities apply on a region-wide basis. In the absence of a designated QAO, the Advisory Services Manager or the General Manager's appointee shall serve in that function until such time as a QAO is designated.

The QAO has responsibility for the following:

- Technical Review – Assure that only appropriately trained and authorized QARs are assigned to projects. Serve as the QAR for projects that are outside of the normal scope of services provided by RES or exceed the experience level of QARs available. Verify that such documents have received adequate technical input from appropriately designated QARs or SMEs.
- Training and Technical Development – Assure development of the training program and verify that adequate training is available for all employees within the region.
- QAR Recommendations – Coordinate and monitor the progress of each QAR candidate in the Region with the General Manager and designated committee.
- Quality Assurance – Assure by training, observing, and providing guidance that all personnel know, understand, and implement the QA functions. Provide conclusions and recommendations to the General Manager as to the effectiveness of implementing the QA Program and in producing quality work.
- Quality Audits – Direct and participate in QA audits as prescribed by the General Manager. Direct or perform internal audits to monitor the performance in quality.
- Quality Assurance Review Committee – Establish a committee and conduct regularly scheduled meetings to discuss policies, procedures, training, and the effectiveness of the QA Program. Coordinate with Division





Managers to ensure timely and responsive QA reviews and that they are conducted by the appropriate staff to meet the division's needs.

- Work Stoppage – Exercise stop-work authority in concert with the Project Manager to correct project activities, assure quality performance, and inform Division Managers and General Manager of such work stoppage. Participate in decisions to resume work activities based on effectiveness of corrective actions.

### *2.3.3 Quality Assurance Reviewer*

Responsible for the technical content and quality of each project that is assigned to a QAR. A properly designated QAR shall review each project element requiring evaluation, interpretation, or professional judgment. The designated QAR shall have comparable experience with similar projects as well as experience with the techniques to be employed, the conditions to be evaluated, and the technologies involved in the project. If the QAR does not have said experience, another QAR or SME with such experience and qualifications shall be engaged to provide guidance and review of the appropriate proposal and project activities.

A QAR is authorized to develop and review project elements and take responsibility for the technical content and quality of project elements by reviewing and signing reports and other documents when such documents include evaluation, interpretation, professional judgment, recommendations, or conclusions.

The QAR shall notify the QAO of requests for projects to be executed which are outside of the normal scope or area of staff expertise. The QAO will consult with the Division Manager and General Manager on such projects to determine an appropriate course of action.

### *2.3.4 Division Manager*

The Division Manager is responsible for assigning properly trained project managers who have the appropriate level of experience for the project. Division Managers shall ensure that QA/QC policies and procedures are implemented and followed within their division. They shall provide guidance at the division level and verify the appropriate QAR is assigned to the project.

### *2.3.5 Project Manager*

Responsibility for overall project execution and quality achievement is assigned to a Project Manager. The Project Manager conducts or directs activities necessary to execute projects that have been properly scoped and authorized. The Project Manager has primary responsibility for resource allocation, costing, scheduling, and collections for the project. The Project Manager is accountable for project quality as an integral part of project execution. The Project Manager is responsible for coordination of resources between divisions as needed to accomplish project objectives and is responsible for the finished product. The Project Manager, in coordination with the Division Managers and QAO, will assess if a specific QAPP will be required for the project. The QAPP will establish the data quality objectives and QA review procedures for project-specific milestones and deliverables.

### *2.3.6 Subject Matter Expert*

SMEs are professionals who have advanced knowledge and experience in a particular topic. As an authority, they are uniquely qualified to provide guidance and strategy. Project Managers and QARs shall request QA reviews from SMEs when a project or document requires detailed knowledge and understanding of a subject outside of the reviewer's area of technical expertise. SMEs are responsible for providing guidance to Project Managers and QARs on topics within their areas of expertise to ensure conformance to QA policies and procedures have been met.



## **3.0 Contract Review and Execution**

### **3.1 Purpose**

The purpose of this section is to establish requirements to ensure that contracts for providing RES' services and products are appropriately reviewed and executed with respect to requirements, scope of work, capability to meet the requirements, and protection of RES' assets.

### **3.2 Scope**

These requirements are applicable for all opportunities being pursued and contracted services provided by RES.

### **3.3 Responsibilities**

The Project Manager is ultimately responsible for ensuring that the contract requirements are met for projects that are executed within his or her respective project. However, all contracts must be reviewed and signed as outlined in Section 3.4.

### **3.4 Requirements**

Personnel authorized to propose and contract RES' services will provide review of the proposed work or contract to verify the following:

- Requirements and scope of services are adequately defined and documented.
- Differences between the contract and the proposed scope of services are identified and resolved.
- RES will receive payment for the services provided, does not accept an unreasonable degree of liability, can provide the services, and avoids conflicts of interest situations.

Opportunity pursuits shall be reviewed by a QAR, Division Manager or other SMEs who has the appropriate level of technical competence and understands risk mitigation and RES' commitments for the project. Documents committing RES' resources shall be duly signed by the Project Manager and Division Manager or QAR. Contracts executed by the Client on RES' standard forms may be signed by staff with the appropriate Delegation of Authority (DOA) granted by the General Manager in writing in accordance with RES' DOA policy, provided the Agreement has not been modified or will not be modified by a subsequent Task Work Order, Change Order or Proposal. All agreements, client or subcontractor supplied contracts, and RES standard forms with changes must be reviewed by the Contracts and Legal Department. These modified agreements and associated task work orders may be signed by the General Manager or appropriate staff who have been given the DOA in writing by the General Manager in accordance with RES' DOA policy following authorization by RES' Contracts and Legal Department.





## 4.0 Project Document Review

### 4.1 Review Procedures

RES provides a variety of technical services and related work products. These work products may be delivered in hard copy or electronic format. They may be in a variety of formats such as spreadsheets, Geographic Information System (GIS) shapefiles, maps, databases, field reports, written reports, construction plans, record drawings or other methods of relaying data. Deliverables may contain data, field notes and photographs, methodologies, results of research, narratives, calculations, and other items. Review of these work products and their components shall conform to the procedures outlined herein. These procedures are designed to be flexible so that they can apply to the variety of formats of our work products.

#### 4.1.1 Project Scope and Opportunity Development

The QAR is assigned to the project at the development of the initial scope and proposal. The QAR, Division Manager, the Project Manager, and if appropriate, a professional with relevant technical experience, on the scope of services collaborate on the scope and opportunity development. The QAR and experienced professional will review the proposal, including the proposed terms and conditions. During this stage it will be determined if a project-specific QAPP will be required.

#### 4.1.2 Project Initiation

Once the project is authorized by the client, the procedures outlined in Section 3.0 are followed. The QAR is confirmed by the Division Manager as the selected project QA reviewer and is assigned to the project. If appropriate, the Project Manager, Division Manager, QAR and relevant staff will hold a “kick off” meeting so that the project requirements, scope, budget, schedule, deviations, and expectations are discussed.

#### 4.1.3 Project Execution

As data is collected for the project, it is verified to be accurate by the originator and assembled into a deliverable format. The QAR is consulted during critical milestones and decision points during the project. Examples of times when the QAR should be consulted are at times when relevant decisions are to be made, field services are to be initiated, data, conclusions or recommendations are to be formulated and conveyed to an outside party (verbally or written), and changes in scope or unexpected deviations are identified.

#### 4.1.4 Figures and Maps

Figures and maps are used interchangeably for the purposes of this QAM. Figures can include AutoCAD drawings, GIS figures, georeferenced database information, design plans, and other exhibits to relay project information. Figures may be part of a deliverable or may constitute the deliverable itself. Figures shall follow the standard RES' review process. Figures and their content shall be reviewed for accuracy, consistency with other portions of the deliverable and other project documents, and format. All data, scientific names, figures, and metadata shall be confirmed during the review. Figures shall be peer reviewed by the person who did not prepare the figures. That reviewer shall have the qualifications to understand and conduct such a review for accuracy and correctness. Once the review is complete, the reviewer shall record their initials on the Document Quality Control Tracking Record under “Peer Review.”

#### 4.1.5 Calculations

Calculations shall be documented in the project file. Calculations can be written “by hand” or in an electronic document or they may be in a spreadsheet or database. If commercial software is used for calculations, then the user shall be knowledgeable about the software capabilities and limitations and its methodology. Calculations should include notations of assumptions, reference materials and other pertinent information. All calculations shall be reviewed and verified by someone other than the originator. The reviewer must be knowledgeable in the technical subject of the calculations and any commercial software applications used. Calculations shall be reviewed for accuracy and correctness. These should be confirmed prior to the use of these calculations in the project. The reviewer shall provide edits to the originator and the reviewer shall record their initials on the Document Quality Control Tracking Record under “Peer Review.” The review shall include at least the following, with proper documentation:



- Review of formulas and computational logic;
- Check and verify calculations;
- Verify appropriate model development;
- Verify input data, logic, and assumptions; and
- Verify results.

#### *4.1.6 Computer Software*

For spreadsheets, database management programs, hydraulic models, and other software applications in which the user provides the computational logic or model development, QC reviews closely follow the requirements for calculations as indicated in 4.1.5. The reviewer must be knowledgeable in the application software as well as the technical subject of the application.

#### *4.1.7 Deliverables*

All project deliverables that provide a technical opinion or commit resources shall be peer reviewed at the staff level and followed by a QAR review and Project Manager review prior to submittal to an external party. Deliverable shall adhere to a dual signature policy whereas the author will sign on the left side of the signature block and the Project Manager, Division Manager or QAR will sign on the right side of the signature block as appropriate. Documents signed and sealed by staff with professional licensure shall be reviewed by appropriate technical staff that have complementary technical experience. QA reviews will be documented on the Document Quality Control Tracking Record.





## 5.0 Quality Assurance Records

### 5.1 Purpose

The purpose of this section is to establish measures for the collection, storage, retention, retrieval, and maintenance of records that furnish documentary evidence of quality.

### 5.2 Scope

The requirements of this section apply to records generated during performance of quality affecting activities by RES personnel or suppliers. These records include information on personnel, projects, equipment calibration and maintenance, and audits.

### 5.3 Responsibilities

General Manager – Responsible for establishing and maintaining the records management system for the Region. Empowers staff to be champions of QA and report issues without retaliation.

Quality Assurance Officer – Direct or perform internal audits to monitor performance regarding quality. Participate in quality audits on an assignment basis as prescribed by the General Manager.

Division Manager – Responsible for insuring project managers and staff are adhering to QA/QC policies and procedures within their division.

Project Manager – Responsible for maintaining project records during execution and consolidation of project records, including documentation of QA/QC reviews, into the project file at the completion of the project.

Staff Personnel – Responsible for ensuring that project records are dated, complete, and appropriate to the work accomplished, legible, and identifiable to the relevant item, task, and project.

### 5.4 Requirements

Records that document quality will be legible, identifiable, and retrievable for a predetermined time. Records will be stored in facilities that provide a suitable environment to minimize loss, damage, or deterioration. Records may be in the form of printed or electronic media.

A system for organizing, validating, designating, filing, storing, maintaining, and retrieving records will be established and implemented by the General Manager. The system will provide for retention, protection, preservation, traceability, and retrievability.

### 5.5 Procedures

#### 5.5.1 Required Records

##### 5.5.1.1 PROJECT RECORDS

Project records are maintained and indicate the work scope, background, and status. The Project Manager is responsible for maintaining records for active projects and for directing post-project close-out. During close-out of a project, before files are stored, project records are consolidated into the project file. Extraneous material (including internal drafts of documents) and extra copies shall be discarded. The file is to be organized logically to be able to reconstruct or validate the work at a later date. Files shall be appropriately labeled so that retrievability and ultimate disposition can be readily accomplished.

The following documentation is included, as applicable, for each project file:

- Project agreements, including change orders;
- Documentation of quality reviews on the appropriate Document Quality Control Tracking Record;
- Client correspondence;
- QAPP (if applicable);
- Project-Specific Plans (e.g., Health and Safety, Project Work Plans), as applicable;
- Records of written and oral communication;
- Subcontractor contracts and correspondence;
- Drawings, specifications, and project-specific procedures;



- Chain-of-Custody documentation;
- Laboratory and field data and test results;
- Field notes;
- Calculations and analyses;
- Photographic documentation, as appropriate; and
- Deliverables.

Project Managers are responsible for assuring that specified project records are dated, complete, and appropriate to the work accomplished, legible, and identifiable to the relevant items or task and preparer. Records may be originals or reproduced copies of documents.

#### **5.5.1.2 PERSONNEL QUALIFICATION RECORDS**

Personnel resumes shall be maintained and updated on an on-going basis and at least annually for individuals whose work functions affect the quality of services provided. The resumes document qualifications of the individual to perform assigned work functions based on education, training, and experience. Resumes shall include the following information:

- Level of education, training, and experience;
- Documentation of education or training specific to a qualification;
- Example project experience; and
- Certifications and registrations obtained or required to perform designated functions by contract, code, or federal or state regulations.

#### **5.5.1.3 EQUIPMENT RECORDS**

Records documenting the maintenance and calibration of equipment used in measuring and testing functions are maintained by the respective division or group that primarily uses the equipment.

#### **5.5.1.4 AUDIT RECORDS**

Records associated with quality assurance audits shall be maintained by the QAO.

### **5.5.2 Records Management System**

RES has a centralized records management system for project records. The system shall provide for retention, protection, preservation, traceability, and retrievability.

### **5.5.3 Project Files**

Project files shall be assigned a unique number or identification. Provisions shall be made for identification of completed files removed from storage.

### **5.5.4 Records Storage and Preservation**

Closed out project files shall be maintained in storage facilities as determined by the Project Manager, or as specified by contract requirements. Storage facilities shall provide a suitable environment to provide reasonable protection against loss, damage, or deterioration appropriate to the type of record for the specified retention time.

### **5.5.5 Access to Project Files**

Access to project files shall be controlled to assure the integrity of the files.

## **5.6 Documentation/Records**

Project documents become QA records when they have been completed and reviewed. It shall be the responsibility of the Project Manager to make provisions for special storage, retention, or preservation requirements applicable to specific project files.





## 6.0 Audits

### 6.1 Purpose

The purpose of this section is to establish the requirements and procedures for conducting internal audits to verify compliance with and the effectiveness of RES' QA Program and to provide for management review of the program in terms of status and adequacy.

### 6.2 Scope

These requirements apply to all offices, divisions, and service lines of RES within Region 8 and govern the conduct of internal assessments and management reviews.

### 6.3 Requirements

Audits shall be conducted to verify conformance with, and determine the effectiveness of, the RES QA Program and quality systems. Audits may include surveillance or peer reviews. Audit personnel shall be designated by the QAO and have the organizational freedom, authority, and capability to identify quality-related problems. Audits shall be scheduled and planned, and team training conducted, as necessary. Audits shall be conducted by personnel who did not have direct responsibility for performing the project activities being audited. Audit personnel shall be selected based on their quality assessment, management, and technical capabilities in relation to the function being audited. The results of the audits shall be documented and reported to the appropriate management level responsible for the area or activity assessed. Conditions needing corrective action shall be identified. Responses to conclusions and recommendations that identify quality issues during the audit shall be required. Follow-up action shall be taken and documented to confirm the implementation and effectiveness of the response action, as appropriate.

### 6.4 Procedures

#### 6.4.1 Types of Audits

Audits may consist of corporate-sponsored QA Program audits of office, division or project operations, internal audits conducted on organizations/project units within an office, surveillance, or peer reviews. Audits may include field reviews or surveillance.

#### 6.4.2 Audits

##### 6.4.2.1 SCHEDULING

As directed by the General Manager, an audit schedule shall be developed annually by the QAO and revisions made, as necessary.

The General Manager, or QAO may request or direct an audit of a division or project at any time. These audits may be announced or unannounced.

##### 6.4.2.2 PERFORMANCE

The audit team leader shall notify management in advance of the activity or organization to be audited and confirm preliminary scheduling. A pre-audit conference may be held to convey the audit objectives and schedule.

Scheduling of audit activities and allocation of resources is based on the status and risk of the activity being audited. Scheduling is to be flexible and additional attention given to areas of questionable performance, even if all areas originally scheduled for audit are not covered.

An audit debrief shall be held to present the conditions observed by the auditor(s), resolve questions pertaining to deficiencies noted, and, as applicable, obtain corrective action commitments.

##### 6.4.2.3 REPORTING

The audit report may include the following information, as appropriate:

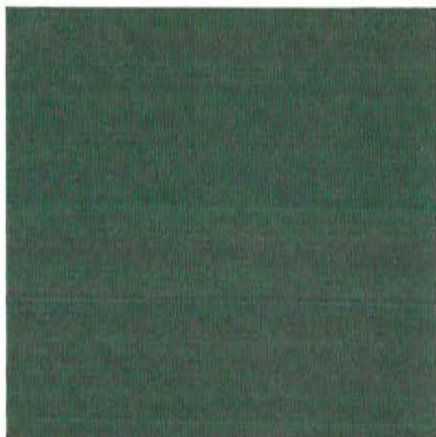
- Organization or activity audited;
- Audit scope (e.g. project, division, or other operational unit);
- Identification of the auditor(s);



- Identification of persons contacted during the audit activities;
- Summary of audit results; and
- Significant findings and the deadlines for submittal of an audit response plan.

## 6.5 Documentation/Records

Records of audits are typically maintained for a period of two years or until the subsequent audit is performed, whichever is longer. Records shall be stored on the corporate computer network in an appropriate location as designated by the QAO.



 **res**

## **Financial Statements**





- Identification of persons contacted during the audit activities;
- Summary of audit results; and
- Significant findings and the deadlines for submittal of an audit response plan.

## 6.5 Documentation/Records

Records of audits are typically maintained for a period of two years or until the subsequent audit is performed, whichever is longer. Records shall be stored on the corporate computer network in an appropriate location as designated by the QAO.

**RFP Copy**

# CITY OF KEY WEST



## REQUEST FOR PROPOSALS

RFP # 25-004

FOR

Water Quality Monitoring Program

Mayor: Danise Henriquez

City Manager: Brian Barroso

Commissioners:

Monica Haskell; District 1  
Donald "Donie" Lee; District 3  
Mary Lou Hoover; District 5

Samuel Kaufman; District 2  
Lissette Carey; District 4  
Aaron Castillo; District 6



# City of Key West

## Request for Proposals

### Water Quality Monitoring Program

#### RFP No. 25-004

**NOTICE:** Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until 3:00 P.M. on April 17, 2025. The submittals shall be clearly marked "RFP No. 25-004 – Water Quality Monitoring Program".

All submittals shall be publicly opened and recorded on April 17, 2025, at 3:00 P.M.\*\* Late submittals shall not be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 25-004 Water Quality Monitoring Program" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website ([www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.



## **PROJECT OVERVIEW**

The City of Key West is soliciting proposals from qualified firms or individuals to provide water quality monitoring program for the City of Key West's waterways. Interested parties must submit a proposal in accordance with the instructions and timeline outlined in this RFP. The City will review only those proposals that include all required information, as determined at the City's sole discretion.

The City will evaluate the proposals submitted in response to this RFP to rank proposers. The top-ranked proposer will be invited to enter contract negotiations. On an as-needed basis, the City may assign additional specific projects to the selected proposer. The chosen firm must demonstrate relevant experience and capabilities, with personnel who are qualified through education and experience in the required disciplines.

All inquiries must reference **RFP No. 25-004 – Water Quality Monitoring Program** in the subject line and should be directed to the following email at [lucas.torresbull@cityofkeywest-fl.gov](mailto:lucas.torresbull@cityofkeywest-fl.gov). No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Request for Proposal is as follows:

**Cut-off Date for Questions:**

**April 03, 2025, at 3:00 P.M.**

**Deadline for Submittals and Opening of Proposals:**

**April 17, 2025, at 3:00 P.M.**

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

## **SECTION 1**

### **GENERAL TERMS AND CONDITIONS**

#### **1.1 DEFINITIONS**

##### **(i) We/Us/Our/City**

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

##### **Finance Division**

The Division responsible for handling procurement related issues within the City.

##### **Departments**

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

##### **Authorized Representative**

The user Department's contacts for interaction regarding contract administration.

##### **(ii) You/Your**

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

##### **Proposer/Consultant/Submitter**

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

##### **Successful Proposer/ Consultant/Submitter**

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

##### **(iii) Proposals/ Submittals**

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

#### **1.2 CLARIFICATION/ QUESTIONS**

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in

writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

##### **(i) Written Addenda**

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

#### **1.3 COST OF PREPARATION**

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

#### **1.4 EXAMINATION OF DOCUMENTS**

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

#### **1.5 PUBLIC RECORDS**

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

#### **1.6 WITHDRAWAL OF PROPOSAL**

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.



### 1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

### 1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

### 1.9 SUBMISSION OF PROPOSAL

#### (i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

#### (ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

#### (iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

#### (iv) Bid Acknowledgment

By submitting a Proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

#### (v) Acceptance/Rejection/Modification To Submittals

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

#### (vi) Submittals Binding

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

#### (vii) Alternate Proposals/ Statement/ Proposals

Alternate Proposals and/or statements will not be considered or accepted by the City.

#### (viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

#### (ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

### 1.10 COMPLIANCE WITH ORDERS AND LAWS

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

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

Occupational, Safety and Health Act (OSHA)

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

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.



**National Institute of Occupational Safety Hazards  
(NIOSH)**

**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation- Rule 14-90,  
Florida Admin. Code**

**U.S. Department of Transportation**

**City of Key West, City Ordinance Sec 2-766-2-845  
Cone of Silence, City of Key West Code of Ordinances**

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

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

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

**1.11 CONE OF SILENCE**

Notwithstanding any other provision in the specifications, the

provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

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 publicly 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:

(A)

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.

(B)

At the deadline for submission of responses to the solicitation if only one vendor has responded.

(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.

#### 1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

#### 1.13 CANCELLATION

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

#### 1.14 ASSIGNMENT

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

#### 1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.



#### **1.16 TERMINATION FOR DEFAULT**

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

#### **1.17 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

#### **1.18 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

#### **1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

#### **1.20 CAPITAL EXPENDITURES**

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

#### **1.21 GOVERNING LAW AND VENUE**

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

#### **1.22 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

#### **1.23 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

#### **1.24 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and

volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

#### **1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS**

Awarded Proposer will be required to comply with Ordinance Sec 2-799 -Provide Equal Benefits for Domestic Partners.

#### **1.26 LIMITATION ON USE OF OFFICIAL SEAL**

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION 1





## **SECTION 2**

### **SPECIAL CONDITION**

#### **2.1 PURPOSE**

This Request for Proposals (hereinafter referred to as "RFP") is designed to provide prospective Consultants with the information necessary for the preparation of competitive responses. The RFP process is for the benefit of the City of Key West (hereinafter referred to as the "City") and is intended to provide the City with comparative information to assist in the selection process. This RFP is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each applicant is responsible for determining all factors necessary for submission of a comprehensive response.

Chapter 80 of the City of Key West Code of Ordinances calls for the establishment of a water quality monitoring fund for the monitoring of water quality violations of Sec. 80-2 in the Waterways of the City of Key West, via certified, independent, qualified water quality monitoring expert, or governmental entity to be identified by resolution annually.

The selected Consultant shall have multi-disciplinary expertise, including, but not limited to:

- A) Environmental Science & Public Health** (Understanding microbial risks, harmful algal blooms, and contamination pathways).
- B) Microbiology & Analytical Chemistry** (Conducting lab-based pathogen, nutrient, and toxin analysis).

The City expects interested parties to assemble a team with the necessary expertise and qualifications to deliver the required services. The selected applicant shall provide services that require regulatory knowledge & compliance, including:

- A) Strong familiarity with federal, state, and local water quality regulations** (e.g., EPA Beach Act, Clean Water Act, state water quality standards).
- B) Experience developing Quality Assurance Project Plans (QAPPs) for regulatory compliance.**
- C) Understanding of public health implications and beach closure criteria.**

The City retains the right to select one or more firms based on their expertise and award the contract for the services specified in this RFP. Additionally, the City, at its sole discretion, may reject all proposals and reissue the RFP if deemed necessary.



Respondents to the RFP are hereinafter referred to as "Consultant."

## **2.2 MINIMUM QUALIFICATION REQUIREMENTS**

All Consultant's that submit a proposal shall meet the following minimum qualifications:

- 2.2.1** The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a minimum of five (5) years. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Key West.
- 2.2.2** Proposers must be fully licensed to perform the work outlined in this RFP and comply with all relevant federal, state, and local statutes, codes, and ordinances.
- 2.2.3** Provide a minimum of three (3) references for services provided within the past five (5) years. It is the responsibility of the Consultant to ascertain that the contact person provided in the references will be responsive.
- 2.2.4** Establish and maintain a fully functional office, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software as identified by the City.
- 2.2.5** Demonstrate flexibility to add personnel on an as needed basis, depending on the needs of the City.
- 2.2.6** Provide detailed resumes of key personnel that will be working under this contract.

## **2.3 LICENSING**

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award.

Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org). Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

#### **2.4 EXECUTION AND TERM OF CONTRACT**

The City and the Awarded Consultant shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Proposer awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Consultant, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for four (4) additional one (1) year periods for a maximum total of five (5) years. The Awarded Consultant shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Consultant. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

#### **2.5 PROPOSAL FORMAT AND SIGNATURES**

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed. Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

#### **2.6 METHOD OF AWARD**

The City will open all submittals received prior to the stated deadline in a public forum and will



announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Consultant's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

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

The City, at its sole discretion, reserves the right to inspect any/all of the Consultant's facilities to determine their capability to meet the requirements for the contract. Also, hourly rates, responsibility, and responsiveness of the Consultant, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit.

The City reserves the right to reject all proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

The City's Selection Committee will evaluate proposals and will select the Consultant which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate the proposals submitted in response to this Request for Proposal and to establish the most advantageous firm/individual, further identified as the No. 1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

#### **PHASE I — EVALUATION**

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set

forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each firm/individual an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked firm/individual to provide the City Commission. Should the number of Proposers exceed three (3), the Selection Committee will provide the City Commission with a ranking of the "shortlisted" firms/individuals.

## **PHASE II – SELECTION**

The Selection Committee will submit their tabulated scores and firm/individual ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions, amend rankings, or reject all Proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Consultants deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Attorney. The City of Key West reserves the right to reject proposals from vendors currently involved in litigation with the City or those with a history of prior lawsuits against the City.

Pursuant to Florida Statute 120.57(3); "Failure to file a protest within the time prescribed in section [120.57\(3\)](#), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

## **EVALUATION CATEGORIES – PHASE I & II**

**Evaluation Criteria** - Proposals will be scored and ranked by the Committee, based on the following criteria and points:

Category	Points
1. Qualifications and Relevant Experience	30
<ul style="list-style-type: none"><li>▪ Experience in managing water quality and QA/QC data</li><li>▪ Experience and ability to collect environmental samples in accordance with FDEP Standard operating procedures</li><li>▪ Experience deploying and collecting data</li></ul>	



	<ul style="list-style-type: none"> <li>▪ Experience in conducting surface water sampling</li> <li>▪ Experience in maintaining and calibrating field meters that measure dissolved oxygen, pH, temperature, specific conductance, and salinity</li> <li>▪ Experience in performing laboratory analysis (either by Respondent or subcontractor), including laboratory certifications</li> </ul> <p>Also included:</p> <ol style="list-style-type: none"> <li>1) Staff Qualifications</li> <li>2) Safety/Hazardous Waste Plan</li> <li>3) Quality Assurance Program</li> <li>5) Number of Similar Water Quality Analyses Previously Performed</li> </ol> <ul style="list-style-type: none"> <li>▪ Methods Used</li> </ul>	
2.	References and Quality of Past Performance on Similar Projects	5
3.	<p>Project Approach – Ability to Meet Requirements</p> <p>Proposed Operations Plan, including:</p> <ul style="list-style-type: none"> <li>▪ Staffing assignment</li> <li>▪ Scheduling</li> <li>▪ Plan for unfavorable sampling conditions</li> <li>▪ Field data entry, QA, &amp; correction</li> </ul> <p>Project Management</p> <ul style="list-style-type: none"> <li>▪ Management and communication methods</li> <li>▪ QA/QC Methods</li> <li>▪ Valid Quality Plan/sampling protocols for sampling organization(s) covering types of sampling and monitoring</li> <li>▪ Subcontractor Documentation: Failure to submit subcontractor documentation may result in the disqualification of that particular subcontractor's qualification from consideration in the response package.</li> <li>▪ Equipment – availability and suitability of sampling equipment</li> </ul>	20
4.	<p>Other Information</p> <ul style="list-style-type: none"> <li>▪ Value added option(s)</li> <li>▪ Familiarity with the City of Key West</li> <li>▪ Clients in USA, FL, SE FL, and City of Key West</li> <li>▪ Proposed contract deviations (potential negative points)</li> </ul>	5
5.	Cost Effectiveness	30
6.	Project Schedule and Deliverables	5
7.	Litigation	-5 to 0
8.	City Forms	-5 to 0

9.	Project Location and Local Preference	5
<b>Total Points</b>		<b>100</b>

## **2.7 DUE DATE**

All proposals are due no later than **Thursday, April 17, 2025, at 3:00 P.M.** All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

## **2.8 INSURANCE REQUIREMENTS**

Successful Consultants shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

**Please Note:** The certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

**The City reserves the right to require additional insurance in order to meet the full value of the scope of services.**

**At the time of the award, the selected Consultant must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each of the policies mentioned above.**

## **EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may be cause for the proposal to be considered non-responsive.



## **2.9 INQUIRIES**

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at [lucas.torresbull@cityofkeywest-fl.gov](mailto:lucas.torresbull@cityofkeywest-fl.gov). All inquiries must have in the subject line the following: **RFP No. 25-004 – Water Quality Monitoring Program**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on Thursday, April 03, 2025**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Consultants on Demand Star, also available via link on the City's website.

## **2.11 VERIFICATION OF INFORMATION**

The City may verify the information submitted by the Consultant and may obtain and evaluate additional information, as it deems necessary to ascertain the Consultant's ability to perform under this solicitation. The City shall be the sole judge of a Consultant's ability to perform, and its decision shall be final.

## **2.12 GOODS/ SERVICES MAY BE ADDED OR DELETED**

It is hereby agreed and understood that goods or additional services may be added to this contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this contract at the City's option. The Awarded Consultant shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Consultant.

## **2.13 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES**

**2.13.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.13.2** The City reserves the right to disqualify Consultants during any phase of the

competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

#### **2.14 BACKGROUND INFORMATION**

The City reserves the right, prior to awarding the contract, to request additional evidence of a Consultant's qualifications as deemed necessary. The City may consider any available information regarding the Consultant's financial, technical, and other qualifications, including past performance and experience with the City.

#### **2.15 METHOD OF ORDERING**

Services shall be ordered via purchase order. Invoices must be submitted against each purchase order.

#### **2.16 PAYMENT/INVOICES**

Payment terms will be considered as net forty-five (45) days from the date of satisfactory delivery at the designated place of acceptance or from the receipt of a correct invoice at the specified office, whichever occurs later. The invoice must provide sufficient details to demonstrate compliance with the terms and conditions of the contract. Upon completion of services, the relevant department will evaluate the services provided to ensure they meet the specifications. Failure by the awarded Consultant to fulfill their responsibilities as outlined may result in one or more actions, as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation deemed acceptable by the City due to non-performance.

#### **2.17 REFERENCES**

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Consultant's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Consultant's qualifications.

#### **2.18 RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Consultant's proposal.

END OF SECTION 2



## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 BACKGROUND**

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools. Additionally, the U.S. Navy and Coast Guard maintain a presence in Key West.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

The City operates under a commission-manager form of government, with six district Commissioners and one Mayor elected at large. The City Commission appoints members to various volunteer boards and commissions, which are responsible for carrying out duties outlined by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, and the Tree Commission. Additionally, the City Commission appoints Special Advisory Committees to provide community input on specific issues and projects as needed. Current advisory boards include the Key West Bight Management District Board, Parks & Recreation Advisory Board, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board, and the Environmental Sustainability Board.

#### **3.2 SCOPE OF SERVICES**

The City of Key West places great importance on its water quality, recognizing that a healthy marine ecosystem supports not only the economic engine of the city, but also major environmental and aesthetical quality of life factors for our residents and visitors. The City is seeking a qualified water quality monitoring expert or governmental entity (Ord. No. 22-07, § 1, 4-5-2022) as a consultant to develop a water quality monitoring program that provides actionable information on the selected water quality issues within the waterways of the City of Key West through active appropriate testing and other effective methods in accordance with local, state, & federal practices and regulations. The data derived from this monitoring will be used to develop policies, programs, and practices to improve water quality.



The Consultant acknowledges that the scope of work provided in this RFP represents the general requirements and objectives for the project but does not constitute an exhaustive list of all tasks, services, or deliverables that may be required. The Consultant is responsible for conducting a thorough review of the project's needs and will provide all necessary services, expertise, and support to fulfill the project's goals, even if not explicitly mentioned in the scope.

Any additional work, tasks, or services required to complete the project in full compliance with the objectives, industry standards, and applicable regulations shall be deemed the responsibility of the Consultant and will be provided at no additional cost, unless otherwise agreed upon in writing by both parties.

A) **Geographic Areas of Concern (GOC):** The Consultant will be responsible for conducting water quality testing across several key areas within the Key West waterways, including but not limited to:

- **Key West Harbor & Outer Harbor**
  - Waters surrounding the Key West waterfront and marinas.
  - Includes popular recreational areas such as beaches and docks.
- **Florida Keys National Marine Sanctuary (FKNMS)**
  - Waters within the sanctuary boundaries, with particular focus on areas prone to high human activity and potential chemical runoff.
- **Stock Island Channel**
  - Waters adjacent to Stock Island, including potential runoff areas from residential and industrial sources.
- **Shoreline Areas**
  - Including coastal wetlands and mangrove habitats around Key West to test for pollutants that may affect sensitive ecosystems.
- **Swimming Beaches**
  - Including but not limited to: Smathers Beach, Rest Beach, Higgs Beach, Fort Zachary Taylor beach, South Beach, and Dog beach. Focus on testing for bacteria and other health related pollutants, especially in areas highly frequented by residents and visitors.

Task 1) Review current relevant data across all GOCs and Identify Opportunities

In order to advise on a comprehensive water quality program, all relevant data shall be summarized in layman's terms to help the citizens of Key West understand what pollutants are of highest concern in each GOC. Recommendations on water quality design to capture the extent of those pollutants will be presented to the City Commission for feedback and prioritization.

Task 2 Identify Actions that may Mitigate Pollutants

With feedback from Task 1, create a list of actions which may mitigate the identified pollutants.



The list will include definition of the scope of those actions, their estimated costs and postulated effect on the pollutant(s). Recommendations will be presented to the City Commission for feedback and prioritization.

Task 3          Design Water Quality Monitoring Programs

Utilizing feedback from Task 1 and 2, design a Water Quality Monitoring Program that will capture both the baseline levels of the prioritized pollutants and the changes to those pollutants based on the proposed mitigation actions. Provide line-item costs for each sampling scenario and the goals of each monitoring action. Recommendations will be presented to the City Commission for final guidance on Program selection.

B) **Beach Monitoring:** The City has already identified bacteria as a pollutant of concern at the Swimming Beaches GOC.

The Florida Department of Health (FDOH) currently monitors 4 beaches within the City of Key West: Smathers Beach, Fort Zachary Taylor State Park, Higgs Beach and South Beach. The monitoring is completed every other week, and tests for generic *Enterococcus* species, which does not differentiate whether the source of the bacteria from human sources, or other animal species. Certain beaches at certain times of year receive "Poor" ratings more often than other beaches.

In the short term, the City wishes to increase the frequency of testing, the number of testing sites and educate the public on current conditions and recent trends. In the long term, a more detailed beach water quality monitoring program that determines the source of the pollutant and creates specific strategies to mitigate pollutants at the source is contemplated.

Task 4:          Increase Availability of Recent Beach Reports

The City wishes to double the current FDOH beach water quality sampling at all 4 beaches from every testing other week to testing once per week. The sampling must mirror exactly the current sampling regimen followed by FDOH to ensure that all sampling conducted is comparable. (Consultant should collaborate with FDOH)

Task 5:          Increase Community Knowledge of Data/ Beach Report Implications

Summarize trends in data geographically and seasonally to guide beach use. Advise on educational messages regarding these trends and FDOH beach Water Quality Categories to help swimmers understand their swimming risks.

Task 6:          Assist with Design of New Beach Water Quality Monitoring Plan

Collaborate with the City's Water Quality Improvement Plan members and other relevant technical experts to design a more detailed water quality monitoring plan.

### **3.3 PROPOSAL SUBMITTAL INSTRUCTIONS**

#### **Response Content**

The City requires Consultant's to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated. Total proposal length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.

#### **Tab 1. Cover Letter and Executive Summary**

The cover letter shall contain the Consultant's name, address, telephone number, and the name of the Consultant's contact person(s). It shall introduce the company including a brief overview of the firm's history, the corporate name, address and telephone number of corporate headquarters and the local office, number of years in business, names of principals and number of employees.

Indicate the State in which Consultant is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida. Include a reproduction of Corporate Charter Registration, if applicable.

Identify the primary person responsible for this proposal. Briefly state the Consultant's understanding of the work to be done and make a positive commitment to perform and complete the services. This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.

The Consultant shall provide a narrative outlining the firm's qualities and capabilities, demonstrating how the firm will collaborate with the City to meet the requirements of the services requested. The narrative should also detail the proposed approach to completing the work and reflect a clear understanding of the project requirements.

#### **Tab 2. Qualifications and Relevant Experience**

The Consultant shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

Describe the qualifications and experience of the project manager, key staff, and sub-contractors related to providing the requested services.

Identify members of the project team and their anticipated roles for this project and provide a summary of their previous experience. Include staff, as well as sub-contractors that will have key roles in the *team organization chart*. Provide concise, yet detailed, resumes for key team members.



Provide staff information regarding areas of specialization, and any other pertinent information in such a way to reasonably evaluate the firm's stability, strengths, and experience level. Make a statement of commitment that the team will remain committed to the project until completion.

The Proposer shall also provide a project history of the firm or organization demonstrating qualifications and experience with services that are similar in scope and size to the requested services. The proposal shall include, but not limited to, information regarding combined team experience.

- Experience and expertise in conducting water quality and biological sampling and monitoring
- Experience in managing water quality data
- Experience and ability to collect environmental samples in accordance with Florida Department of Environmental Services (FDEP) Standard operating procedures
- Experience deploying and collecting data
- Experience in conducting surface water sampling
- Experience in maintaining and calibrating field meters that measure dissolved oxygen, pH, temperature, specific conductance, and salinity
- Experience in performing laboratory analysis (either by Consultant or subconsultant), including laboratory certifications and method detection limits.

Also included:

- Staff Qualifications
- Safety/Hazardous Waste Plan
- Quality Assurance Program
- NELAC Audit Results
- Number of Analyses

### **Tab 3. References and Quality of Past Performance on Similar Projects**

The Consultant shall provide a list of past projects indicating the following:

- Name and full address of the referenced project client
- Name and telephone number of client contact for referenced project
- Date of initiation and completion of contract
- Summary of the project and services

In this section, please include at least two (copied) letters of reference from a former client which describe the services performed and the client's satisfaction with the services provided. Letters of reference are preferred, however, if the client desires to include firm surveys completed by clients, they will be considered. Letters of reference from a government (public entity) client are preferred.

*Reference information* must describe the projects and include project budget (limit to one (1) page per project). Also provide the name, address, position, e-mail address and telephone number of the project coordinator. A reference contact person must be someone who has personal knowledge of the Consultant's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that the City may check references.

#### **Tab 4. Project Approach**

##### **Project Approach**

Describe your firm's understanding, approach and best practices in the processes, from initial planning through field work and final deliverables. Describe the firm's capabilities and approach toward this project, including your proposed work program, schedule, and any other activities that will be necessary to complete the scope of services.

Include a proposed activity schedule and include any *innovative methods or concepts* that might be particularly helpful in accomplishing this project.

Provide a statement of acknowledgement that the Consultant *understands this project and its scope of services and goals*.

The Consultant shall be responsible for providing monitoring services. The Consultant shall provide a schedule of activities and details on the type of activities to be provided.

**Operations Plan:** Present a plan of how the tasks in the Scope of Work will be accomplished. The plan should discuss management and communication methods and these items:

- **Organization and coordination of field staff and support staff.** Please identify who does what and the amount of time they are dedicated to the project. Will teams or single staff be collecting field samples and data? What is the plan if injuries or illness prevents primary team members from working on this project? List any planned subcontractor(s) or back up staff (if applicable) and their role(s).
- **Scheduling Activities.** Sampling schedules are to be submitted by the Consultant and must follow the scheduling requirements indicated in the Scope of Work. Sampling must be scheduled for Monday through Thursday excluding any federal holidays. All tasks for each station must be completed on the same day and some stations must be sampled on the same day as a group. How will the Proposer schedule the work? How will sites missed due to high water, weather, equipment failure, etc., be rescheduled within time frames? Example schedules may be submitted, but are not required.
- **Field data entry, QA, and correction procedures. Quality Assurance/Quality Control**

**(QA/QC) Methods.** Is the Consultant familiar with standard sample submission requirements? Who will enter and verify field data? When will data be entered to insure necessary information is received before samples are checked in at the lab? How will data submitted be QA'd and verified? What specific internal procedures are in place to minimize errors submitted? How will errors be corrected? A valid Quality Plan / sampling protocols for sampling organization(s) covering types of sampling and monitoring to be conducted under this RFP.

## **Project Management**

### **Management and communication methods**

- **Equipment:** List all major equipment (vehicles, boats, meters, coolers for shipping samples, DI water availability, water sampling equipment, filtration devices, portable generator, hoses, pumps, artificial substrate samplers, dip nets, microscopes, stocks of calibration standards) and condition of the equipment to be used to accomplish the project goals. Indicate if the equipment is currently owned and used by the Consultant, or whether the equipment will be rented, borrowed or bought pending selection. Include how sampling will continue if primary equipment fails, including any back up equipment that may be used.
- **QA/QC Methods and Quality Assurance Manual:** Submit a copy of the Consultant's Quality Assurance Manual in accordance with 62-160, F.A.C. including staff training and certifications such as completion of Florida Department of Environmental Protection (FDEP) water sampling training. Training for FDEP water sampling must have been completed after the release of the last SOP revision (March 1, 2014) and certifications must be current within expiration dates.
- **Laboratory Analyses:** Laboratory methods and certifications must demonstrate that minimum detection limits are sufficient to evaluate water quality targets in the Florida Keys Reasonable Assurance document.
- **Subcontractor Documentation:** Failure to submit subcontractor documentation may result in the disqualification of that particular subcontractor's qualification from consideration in the response package

### **Tab 5. Other Information / Value Added Options / Contract Deviations / Other Clients/ Local Familiarity**

**Other Information:** add any additional information that may help in the evaluation of the services offered.

**Value Added Options:** Describe any value-added options that may make the project more effective or more cost efficient.



Describe your firm's familiarity with the City of Key West, previous marine work in the City or similar communities, and the constraints and opportunities.

Describe the firm's completed projects for clients in the United States, Florida, in the Southeast region of the United States and for state and local government clients, particularly in Monroe County.

Consultants shall provide any additional project experience that will give an indication of the Consultant's overall abilities.

If the Consultant will require any other information from the City not included in this Request for Proposal or require from the City any information in a particular computerized format in order to carry out the Scope of Work, the Consultant shall also include such request in this section, i.e. Tab 5.

The proposer shall provide a disclosure of all work for other clients that may be affected by work on the proposed contract to avoid a potential conflict of interest.

#### **Tab 6 – Cost Effectiveness**

Provide a cost schedule for the duration of the contract/project. The schedule shall specifically identify all rates to be charged for the required services and provide a total cost for each task specified in the scope based on the required services and deliverables. Any reimbursable fees or other costs should be identified and included in the fee proposal. In addition, provide a list of any additional costs that will be charged by your firm for providing the requested services within the defined Scopes of Services.

The cost proposal is one of the criteria considered in the final recommendation; however, it is not the only factor in the selection process. Other factors, such as expertise, experience, and the proposed approach to the project, will also be taken into account.

#### **Tab 7 Project Schedule and Deliverables**

The Consultant shall set forth a schedule clearly identifying the tasks to be completed, the amount of time to complete, and approach to work. Describe the project reports that will be submitted and the experience of your staff in generating those deliverables.

The proposal shall clearly specify when sampling visits are made, and that such costs are included in the overall costs.

#### **Tab 8 Litigation**

Please provide the following information:





- A list of the person's or entity's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- A list of the officers and directors of the entity;
- The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects);
- The number of years the person or entity has operated under its present name and any prior names;
- Answers to the following questions regarding claims and suits:
  - a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? If yes, provide details;
  - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? If yes, provide details;
  - c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? If yes, provide details;
  - d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the City or been sued by the City in connection with a contract to provide services, goods or construction services? If yes, provide details;
  - e. Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation;
  - f. Customer references (minimum of three), including name, current address and current telephone number;
  - g. Credit References (minimum of three), including name, current address and current

telephone number; and

h. Financial statements for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity.

#### **Tab 9. City Forms**

Consultants shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

##### **Forms:**

- Anti-Kickback Affidavit
- Public Entity Crimes Form
- City of Key West Indemnification Form
- Equal Benefits for Domestic Partners Affidavit
- Cone of Silence Affidavit
- Non-Collusion Affidavit
- Local Vendor Certification
- City of Key West E-Verify Affidavit
- Noncoercive Conduct Affidavit
- Scrutinized Companies Certification

#### **Tab 10 – Project Location and Local Preference**

Include in this section the location of the main office, the location of the office proposed to work on this project, and a discussion of the following as it pertains to your proposal:

The evaluation criterion includes evaluation points which recognize a preference for "local businesses". A local preference may be assigned as follows:

*For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent (5%) of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three (3) working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.*

Any Consultant claiming a local preference as defined in the city of Key West Code Sec. 2-798 must

complete the *Local Vendor Form* and attach it to the proposal.

### **3.4 ASSIGNMENT**

The awarded Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.

### **3.5 CONTRACT CANCELLATION**

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Awarded Consultant, and Awarded Consultant reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred-twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

END OF SECTION 3





***SECTION 4***  
**AFFIDAVITS AND CERTIFICATIONS**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.**

**LIST OF ATTACHED FORMS:**

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence Affidavit
6. Non-Collusion Affidavit
7. Local Vendor Certification
8. City of Key West E-Verify Affidavit
9. Noncoercive Conduct Affidavit
10. Scrutinized Companies Certification

***ANTI-KICKBACK AFFIDAVIT***

STATE OF \_\_\_\_\_)

: SS

COUNTY OF \_\_\_\_\_)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of 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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(name of entity submitting sworn statement)  
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 \_\_\_\_\_)
3. My name is \_\_\_\_\_  
(please print name of individual signing)  
and my relationship to the entity named above is \_\_\_\_\_
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 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 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 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 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 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, 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)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



## CITY OF KEY WEST INDEMNIFICATION FORM

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 Subcontractors 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.

CONSULTANT: \_\_\_\_\_

SEAL:

Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_)

: SS

COUNTY OF \_\_\_\_\_)

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

\_\_\_\_\_ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

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





**CONE OF SILENCE AFFIDAVIT**

STATE OF \_\_\_\_\_ )

: SS

COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

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

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

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



# NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA            )

:

SS COUNTY OF MONROE        )

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

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

Sworn and subscribed before me this

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

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

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



**LOCAL VENDOR CERTIFICATION**  
**PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES**  
**SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O. Box numbers may not be used to establish status)

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced \_\_\_\_\_ as identification

(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

Return Completed form with

Supporting documents to:

City of Key West Purchasing

\_\_\_\_\_  
Title or Rank



### THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at [www.e-verify.gov](http://www.e-verify.gov).

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

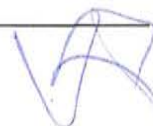
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Authorized Representative)

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally Appeared Before Me, the undersigned authority, \_\_\_\_\_ who, ☐ being personally know or ☐ having produced his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  




Signature, Notary Public

Commission Expires

Stamp/Seal:

---

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a series of loops and a final flourish.

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT  
FOR LABOR OR SERVICES**

Entity/Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative: \_\_\_\_\_  
(Name and Title)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: \_\_\_\_\_, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_



**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

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

*Print Name*

*Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_

END OF SECTION 4





## EXHIBIT "A"

### MINIMUM INSURANCE REQUIREMENTS

#### INSURANCE REQUIREMENTS

##### 1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on Consultant's Liability policies with the exception of Consultant's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 Consultant shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If Consultant fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if Consultant refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City.
- 1.06 Consultant shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, Consultant shall promptly authorize and have delivered such statement to the City.
- 1.07 Consultant authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with Consultant's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of Consultant shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of Consultant in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of Consultant under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the





Consultant have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of Consultant. No personal property owned by City used in connection with these business activities shall be considered by Consultant's insurance company as being in the care, custody, or control of Consultant.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, Consultant shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of Consultant.
- 1.17 If Consultant utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, Consultant will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of Consultant. In addition, Consultant will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for Consultant contained within this Agreement. Consultant shall obtain Certificates of Insurance comparable to those required of Consultant from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Consultant for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by Consultant unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

**Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

If Consultant has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, Consultant will be required to issue a formal letter (on Consultant's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

**Commercial General Liability Insurance** shall be maintained by Consultant on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by Consultant for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

**Business Automobile Liability Insurance** shall be maintained by Consultant as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury &	
Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident

If Consultant does not own any vehicles, this requirement can be satisfied by having Consultant's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

**Fire and Allied Property Insurance** shall be maintained by Consultant insuring all water quality monitoring equipment. Coverage shall be provided on an "All Risk" basis to include the perils of Wind and Flood. The minimum acceptable limits shall be the full Replacement Value of the water quality equipment.



## **Addendums**





**ADDENDUM NO. 1**  
**Water Quality Monitoring Program**  
**RFP 25-004**

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

1. **Clarification of Specifications:** [No Changes]

2. **Changes to Submission Requirements:** [No Changes]

3. **Updates to Project Timeline:** [No Changes]

4. **Responses to Questions:**

1) Can you confirm that all analyses do need to be from a NELAC certified lab, including bacteria analyses?

1) Yes, the City requires that all analyzes be completed by a NELAC certified lab. If the applicant is not NELAC certified, it will need to identify a subcontractor that it will be sending the samples to.

5. **Additional Resources:** [No Changes]

\_\_\_\_\_  
Signature

RES Florida Consulting, LLC

\_\_\_\_\_  
Name of Business



**ADDENDUM NO. 2**  
**Water Quality Monitoring Program**  
**RFP 25-004**

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

1. **Clarification of Specifications:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:**
  - 1) Is the water quality sampling of the Geographic Areas of Concern (discussed in 3.2, item A of the RFP) to be included within this Proposal, or will that be implemented after the water quality monitoring plan (Task 3) is finalized?

1) Correct, actual water quality monitoring work for under Section A) Geographic Areas of Concern, would not kick off until after Task 3 was complete, and a monitoring program had been designed and approved.

However, specifically for Section B) Beach Monitoring, there would be water quality monitoring for Task 4.

5. **Additional Resources:** [No Changes]

---

Signature

RES Florida Consulting, LLC

---

Name of Business



**ADDENDUM NO. 3**  
**Water Quality Monitoring Program**  
**RFP 25-004**

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

1. **Clarification of Specifications:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:**
  1. 1) Will the water quality data to be analyzed as part of Task 1 be provided to the selected firm, or will the firm be responsible for extracting data from public resources?

Answer: Both. The City does have some data from our marinas and stormwater outfalls. However, most water quality work has been done by other entities.

2. If the City of Key West does provide the water quality data, what format is being used for that data?

Answer: The data for the marinas and stormwater outfalls are in excel spreadsheets

5. **Additional Resources:** [No Changes]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
RES Florida Consulting, LLC

\_\_\_\_\_  
Name of Business



**ADDENDUM NO. 4**  
**Water Quality Monitoring Program**  
**RFP 25-004**

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

1. **Clarification of Specifications:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:**
  - 1) Should the bi-weekly beach sampling (Fort Zachary Taylor State Park, Smathers Beach, Higgs Beach, South Beach) be scoped to occur for the duration of 1 year contract period?  
  
1: Yes, a full year should be scoped. Please present the cost in the narrative as a lump sum and per sample cost.
5. **Additional Resources:** [No Changes]

Signature

RES Florida Consulting, LLC

Name of Business



## Lab Certification



State of Florida  
Department of Health, Bureau of Public Health Laboratories  
This is to certify that

E35834

EUROFINS FLORIDA KEYS  
3980 OVERSEAS HIGHWAY SUITE 103  
MARATHON, FL 33050

has complied with Florida Administrative Code 64E-1,  
for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - MICROBIOLOGY

Continued certification is contingent upon successful on-going compliance with the NELAP Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2024      Expiration Date: June 30, 2025



Marie-Claire Rowlinson, PhD, D(ABMM)  
Bureau of Public Health Laboratories  
DH Form 1697, 7/04  
NON-TRANSFERABLE E35834-34-07/01/2024  
Supersedes all previously issued certificates





**Laboratory Scope of Accreditation**

Page 1 of 2

Attachment to Certificate #: E35834-34, expiration date June 30, 2025. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E35834

EPA Lab Code: FL01174

(305) 743-8598

E35834

Eurofins Florida Keys  
3980 Overseas Highway  
Suite 103  
Marathon, FL 33050

Matrix: Drinking Water

Analyte#	Analyte	Method/Tech	Method Code	Category	Effective Date
2525	Escherichia coli	SM 9223 B	20037676	Microbiology	8/4/2015
2500	Total coliforms	SM 9223 B	20037676	Microbiology	8/4/2015

Clients and Customers are urged to verify the laboratory's current certification status with the Environmental Laboratory Certification Program.

Issue Date: 7/1/2024

Certification Type NELAP

Expiration Date: 6/30/2025



**Laboratory Scope of Accreditation**

Attachment to Certificate #: E35834-34, expiration date June 30, 2025. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E35834

EPA Lab Code: FL01174

(305) 743-8598

E35834

Eurofins Florida Keys  
3980 Overseas Highway  
Suite 103  
Marathon, FL 33050

Matrix: Non-Potable Water

Analyte#	Analyte	Method/Tech	Method Code	Category	Effective Date
1555	Carbonaceous BOD (CBOD)	SM 5210 B-2016	20135039	General Chemistry	1/4/2024
2520	Enterococci	ENTEROLERT / QUANTI-TRAY	60030208	Microbiology	6/28/2016
2525	Escherichia coli	SM 9223 B-2016 (Colilert20037701 QT)		Microbiology	1/4/2024
2530	Fecal coliforms	COLILERT®-18 (Fecal Coliforms)	60002688	Microbiology	6/28/2016
1960	Residue-nonfilterable (TSS)	SM 2540 D-2015	20051223	General Chemistry	1/4/2024
2500	Total coliforms	SM 9223 B /QUANTI-TRAY	20211603	Microbiology	6/28/2016

Clients and Customers are urged to verify the laboratory's current certification status with the Environmental Laboratory Certification Program.

Issue Date: 7/1/2024

Certification Type NELAP  
Expiration Date: 6/30/2025



## Lab Audit



July 26, 2024

FDOH ID #E35834

Eurofins Florida Keys  
3980 Overseas Highway, Suite 103  
Marathon, FL 33050

Cynthia:

Attached is a copy of the SAW environmental review of the Plan of Correction. The original plan of correction was received July 1, 2024 from the April 30, 2024 on-site assessment.

I have appreciated working with you and wish you continued success. As always if there any questions please do not hesitate to contact me at (801) 999-8293 or [tfrancis@sawenviro.com](mailto:tfrancis@sawenviro.com) if I can provide any additional information or assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Francis", with a stylized flourish at the end.

Tony Francis, PhD  
Principal

cc: Vanessa Soto Contreras, FDOH

Laboratory: Eurofins Florida Keys

Address: 3980 Overseas Highway, Suite 103, Marathon, FL 33050

ID Number: E35834

Date of Assessment: April 30, 2024

Categories Assessed: Drinking Water – Microbiology  
Non-potable Water – General Chemistry, Microbiology

Assessor: Tony Francis, PhD, SAW Environmental

#### I. INTRODUCTION:

This laboratory was inspected on-site to verify compliance with Florida Administrative Code (FAC) Rule 64E-1, Certification of Environmental Testing Laboratories, which incorporates by reference the 2016 standards adopted at the National Environmental Laboratory Accreditation Conference (NELAC). Conformity with the 2016 standards of the NELAC Institute (TNI) was simultaneously reviewed.

#### II. DEFICIENCIES:

The original deficiencies were cited and provided to both the laboratory and Florida Department of Health (FDOH) Environmental Laboratory Certification Program on May 29, 2022.

#### III. PLAN OF CORRECTION:

Eurofins Florida Keys provided a copy of DH Form 1137 as well as their original plan of correction referencing the original documentation. SAW Environmental has reviewed the documentation provided by the laboratory and found it to be acceptable.

#### DH Form 1137 Itemized Review

1. Acceptable
2. Acceptable
3. Acceptable
4. Acceptable
5. Acceptable
6. Acceptable
7. Acceptable
8. Acceptable
9. Acceptable

Overall, this Plan of Correction was found to directly address the deficiencies cited during the on-site assessment in a manner that should prevent the laboratory from having repeat deficiencies in the future.

#### IV. CONCLUSIONS:

The laboratory's personnel, procedures, equipment, facilities, and quality system are in compliance with the requirements of FAC Rule 64E-1 and the 2016 TNI Standard.

Drinking Water – Microbiology  
Non-potable Water – General Chemistry, Microbiology

The above categories are referenced in 64E-1.007, Florida Administrative Code.





STATE OF FLORIDA DEPARTMENT OF HEALTH  
STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING

LABORATORY: Eurofins Florida Keys	LAB I.D. NO.: E35834	DATE SURVEY COMPLETED: April 30, 2024	SURVEYOR: Tony Francis, PhD
PARAMETERS SURVEYED: Drinking Water – Microbiology Non-potable Water – General Chemistry, Microbiology			

(1) I.D. PREFIX TAG	(2) SUMMARY STATEMENT OF DEFICIENCIES	(3) LABORATORY'S PLAN OF CORRECTION (Each corrective action should be cross-referenced to the appropriate deficiency)	(4) COMPLETION DATE
1.	<p>TNI V1M2-4.3.2.1: A master list or an equivalent document control procedure identifying the current revision status and distribution of documents in the management system shall be established and shall be readily available to preclude the use of invalid and/or obsolete documents.</p> <p>The laboratory's master list of documents, <i>Eurofins Orlando SOP Tracking</i>, identified the current SOP OR-WE-004 as revision 0, effective 2/2/2023; however, revision 1, effective 4/17/2024 was the current revision in use.</p>	<p>The Master list for Eurofins Orlando's SOPs had not been updated to reflect the most current version of working SOPs.</p> <p>QA was creating a new tracking system and had not populated the Master list with the most updated revisions.</p> <p>A new Master list is now available which will also show the status of the revisions.</p> <p>See attachment #1</p>	6/28/2024
2.	<p>TNI V1M2-4.13.1.2: All records shall be legible and shall be stored and retained in such a way that they are readily retrievable and to prevent loss.</p> <p>Laboratory staff stated monthly sealer checks had been performed; however, records could not be retrieved prior to March 2024.</p>	<p>Documentation could not be provided to validate the IDEXX Sealer was being checked monthly for leaks.</p> <p>Log books had been provided by the QA team to capture the required QC data. However, the sealer checks were not properly documented.</p> <p>The 2023 internal audit, conducted via TEAMS, failed to verify the logbooks were capturing this information.</p> <p>An updated form, QAF-04, was received by the Florida Keys Lab on May 6, 2024 to record the sealer checks. Monthly Sealer checks are scheduled for the same day as Monthly DI H2O checks are performed.</p> <p>See attachment #2</p>	5/6/2024
3.	<p>TNI V1M2-4.13.3.e: Access to archived information shall be documented with an access log.</p> <p>An accompanying archived access log could not be retrieved for archived records retained on-site.</p>	<p>No archived logbook sign out sheet was available to sign out archived logbooks.</p> <p>The document QAF-15 Archived Logbook sign out form was provided to the laboratory by QA. However it was not placed where it could be accessed or associated with the archived logbooks.</p> <p>Archived logbook sign out sheet is now next to the archived logbook box for use when archived logbooks are retrieved and reviewed.</p> <p>See Attachment #3</p>	4/30/2024

SIGNATURE: \_\_\_\_\_

Responsible Official  
(Technical Director, QA Officer, or Manager)

DATE

Page 1 of 4



# STATE OF FLORIDA DEPARTMENT OF HEALTH

## STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING

LABORATORY: Eurofins Florida Keys	LAB I.D. NO.: E35834	DATE SURVEY COMPLETED: April 30, 2024	SURVEYOR: Tony Francis, PhD
PARAMETERS SURVEYED: Drinking Water – Microbiology Non-potable Water – General Chemistry, Microbiology			

(1) I.D. PREFIX TAG	(2) SUMMARY STATEMENT OF DEFICIENCIES	(3) LABORATORY'S PLAN OF CORRECTION (Each corrective action should be cross-referenced to the appropriate deficiency)	(4) COMPLETION DATE
4.	<p>TNI V1M2-4.13.3.f.ix: All information necessary for the historical reconstruction of data shall be maintained by the laboratory including sample preparation.</p> <p>Biochemical oxygen demand data records did not include sample temperature prior to making dilutions; instead, a check mark was recorded if sample temperatures were <math>20 \pm 3^{\circ}\text{C}</math>.</p>	<p>Previous CBOD logbooks only prompted to acknowledge that sample temp and dilution water temperatures were within the required temperature of <math>20 \pm 3^{\circ}\text{C}</math>. Previous CBOD logbooks did not have a column to record individual sample temperatures.</p> <p>A new CBOD logbook was created and put into use with a column to record the sample temperature prior to dilutions.</p> <p>Form QAF-25 Procedure Change Directive was initiated to add to the next SOP revision.</p> <p>See attachment #4a and 4b</p>	<p>6/11/2024</p> <p>7/1/2024</p>
5.	<p>TNI V1M2-5.5.13.1.a.ii: The laboratory shall maintain records of established correction factors to correct all measurements.</p> <p>Laboratory management stated the correction factors associated with the reference thermometer had not been applied when performing working thermometer calibrations. Note: the certificate identified correction factors of <math>+0.5^{\circ}\text{C}</math> for <math>0^{\circ}\text{C}</math> and <math>-0.1^{\circ}\text{C}</math> for <math>100^{\circ}\text{C}</math>.</p>	<p>Thermometer calibration records could not be verified at the time of the audit. Records were not available for review.</p> <p>The laboratory was able to locate the archived and current temperature verification records for working thermometers.</p> <p>The listed thermometer S/N 3*10330 has a correction factor of <math>+0.01</math> and <math>+0.02</math> degrees C. When the correction factor is added into the thermometer readings for correction – the laboratory temperature remains the same. No data is impacted.</p> <p>The laboratory policy is to now scan documents into their local QA folder and email a copy to the QAM for filing.</p> <p>See attachments 5a thru 5d</p>	6/18/2024
6.	<p>TNI V1M2-5.5.13.1.d: Temperature measuring devices shall be calibrated or verified at least annually.</p> <p>Calibrations could not be retrieved for Thermometer #4 (used in fecal coliform testing) or Thermometer #25 (used in total suspended solids testing).</p>	<p>Thermometer calibration records could not be verified at the time of the audit. Records were not available for review.</p> <p>The laboratory was able to locate the archived and current temperature verification records for working thermometers.</p> <p>The laboratory policy is to now scan documents into their local QA folder and email a copy to the QAM for filing.</p> <p>See attachments 5a and 5b</p>	6/18/2024

SIGNATURE:

*C. J. [Signature]*  
Responsible Official  
(Technical Director, QA Officer, or Manager)

DATE

*7/1/2024*

Page 2 of 4





STATE OF FLORIDA DEPARTMENT OF HEALTH  
STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING

LABORATORY: Eurofins Florida Keys	LAB I.D. NO.: E35834	DATE SURVEY COMPLETED: April 30, 2024	SURVEYOR: Tony Francis, PhD
PARAMETERS SURVEYED: Drinking Water – Microbiology Non-potable Water – General Chemistry, Microbiology			

(1) I.D. PREFIX TAG	(2) SUMMARY STATEMENT OF DEFICIENCIES	(3) LABORATORY'S PLAN OF CORRECTION (Each corrective action should be cross-referenced to the appropriate deficiency)	(4) COMPLETION DATE
7.	<p>TNI V1M4-1.6.2.1.e: The laboratory shall document each initial demonstration of capability in a manner such that the following information is readily available for each affected employee including the identification of laboratory-specific SOP used for analysis, including revision number.</p> <p>The demonstration of capability performed by James Lefkoski for analysis of total suspended solids, dated 4/18/2024, identified SOP OR-WE-004 as the SOP associated with the demonstration. The actual SOP used was OR-WE-005. In addition, the revision number of the SOP had not been included.</p>	<p>The Analyst Demonstration of Capability signature sheet listed the TSS SOP as OR-WE-004.</p> <p>The Laboratory Manager incorrectly referenced SOP OR-WE-004 when it should have been OR0WE-005 R0 for JLL's IDOC for TSS SM2540D.</p> <p>The laboratory manager corrected the IDOC training record to reflect the correct SOP and the current revision of OR-WE-005 R0.</p> <p>See Attachment #7</p>	6/17/2024
8.	<p>TNI V1M5-1.7.3.3: For methods that specify counts (i.e. cfu/100mL or MPN/100mL), duplicate counts shall be performed monthly on one positive sample for each month that the test is performed.</p> <p>Laboratory management stated duplicate counts had not been performed by James Lefkoski for fecal coliform analysis. Records of duplicate counts for the analyst could not be retrieved.</p>	<p>Laboratory bench sheets did not record double counts for the second trained analyst for Fecal coliforms.</p> <p>Jay had recently been trained and performed his IDOC's for Fecal Coliform. Thomas is setting up the microbiology samples M-F with his own readbacks.. Jay sets up samples on the weekends which are typically undetected.</p> <p>Starting May 13<sup>th</sup>, the positive quantity trays are stored in the refrigerator until Jay can recount and document his counts in the log book. This procedure also includes Enterolert samples.</p> <p>See Attachment 8a and 8b.</p>	5/8/2024
9.	<p>Standard Method 9223 B (IDEXX Colilert-18):</p> <p>If sample is not already at 33-38 °C, place the bottle in a 35°C water bath for 20 minutes, or alternatively, in a 44.5°C water bath for 7-10 minutes.</p> <p>Total coliforms and <i>E. coli</i> batch dated 4/13/2024 indicated the samples had been</p>	<p>The batch of P/A SM 9223 B on 4/13/2023 was held in the pre heating water (44.5 deg C) for three hours and 15 min.</p> <p>Analyst was distracted and was not aware of the time laps. This was an anomaly of the analyst normal practice.</p> <p>A timer is now used to remind the analyst of the 7-10 minute incubation requirement.</p>	5/1/2024

SIGNATURE:

Responsible Official

(Technical Director, QA Officer, or Manager)

DATE

Page 3 of 4



STATE OF FLORIDA DEPARTMENT OF HEALTH  
STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING

LABORATORY: Eurofins Florida Keys	LAB I.D. NO.: E35834	DATE SURVEY COMPLETED: April 30, 2024	SURVEYOR: Tony Francis, PhD
PARAMETERS SURVEYED: Drinking Water – Microbiology Non-potable Water – General Chemistry, Microbiology			

(1) I.D. PREFIX TAG	(2) SUMMARY STATEMENT OF DEFICIENCIES	(3) LABORATORY'S PLAN OF CORRECTION (Each corrective action should be cross-referenced to the appropriate deficiency)	(4) COMPLETION DATE
	placed in the 44.5°C water bath for three hours and 15 minutes.	Form QAF-25 Procedure Change Directive was initiated to add to the next SOP revision.  See Attachment 9	7/1/2024

SIGNATURE:

*Cynthia L. P. [Signature]*  
Responsible Official  
(Technical Director, QA Officer, or Manager)

*7/1/2024*  
DATE

Page 4 of 4



## STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

### PLEASE FOLLOW THESE INSTRUCTIONS:

In completing the laboratory's section of this form, you should closely observe the following:

1. Review the instructions.
2. Complete the form legibly.
3. Each deficiency is consecutively numbered with an I.D. Prefix Tag. Your plan of correction should repeat these numbers for identification of each deficiency in the I.D. Prefix Tag Column.
4. Reply to each deficiency cited by reporting the specific action you have taken to effect compliance and enter the corrective action below the deficiency. Use attachments if necessary. Enter the date it was accomplished in the Completion Date Column (4).
5. For any item which has not yet been corrected, report the specific action you intend to take to correct the deficiency. Enter the anticipated date of completion in the Completion Date Column (4).
6. You must present a realistic plan with reasonable time frames based upon the extent and nature of the deficiencies cited.
7. There should be no statements which can be construed as defaming some other party, such as another institution, employees of the institution, etc.
8. You should frame your plan of correction in language that can be readily understood by the lay person.
9. If you do not concur with any of the deficiencies stated, your rationale to support this position must be indicated on the form.
10. The form must be completed, signed and dated by a responsible official.
11. The original must be returned within thirty (30) calendar days. Retain copy for your files.
12. Failure to submit a timely reply will leave the Bureau of Public Health Laboratories no alternative except to submit a finding of non-compliance and deny or revoke certification.