



City of Key West

Professional Surveying Services

RFQ No. 18-002

March 28, 2018 @ 3:00 PM





March 26, 2018

City of Key West
1300 White Street
Key West, Florida 33040

Attention: City Clerk

Reference: RFQ No. 18-002 Professional Surveying Services

Thank you for the opportunity to submit our Statement of Qualifications to the City of Key West, for the Professional Surveying Services contract. We understand that the City intends to retain one or more qualified firms to provide individual task order-based services for a period of three years with an additional two-year option, and **we are up to the task!**

Enclosed please find: one (1) original hard-copy of the Statement of Qualifications for your review, as well as two (2) flash drives with the PDF version of submittal.

Our local office located in Ocean Reef has been providing surveying and mapping services to our neighbors for the past four (4) years. We are also proud to serve the Ocean Reef Community Association and private clients in the area.

Our Key Largo office is staffed with a six-person full-time staff. In addition, we have a team of additional surveyors, technical and administrative staff at our headquarters office located only a few miles away, able to assist with any task assigned to us.

This qualification package includes:

- Summary of expertise and technical competence
- Professional qualifications, certifications, and the capacity of the assigned staff
- Experience with projects in Key West and Monroe County
- Location and availability of Project Manager, technical and administrative support staff
- Internal Peer Review Procedures
- Relevant projects
- Professional licenses & Certificate of Insurance

We look forward to continuing to expand our working relationship with the City of Key West. Please do not hesitate to contact me if you have any questions.

With Sincere Gratitude,

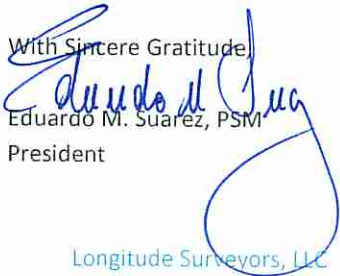

Eduardo M. Suarez, PSM
President

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Summary of Expertise and Technical Competence

As one of South Florida's premier Surveying & Mapping and Underground Utility Location companies, Longitude's professional team applies their experience and rigor to provide exceptional results. Whether your project involves public infrastructure or private development, our Team provides you value and practical solutions to help you achieve your goals. We find our greatest satisfaction in making our clients successful.

Longitude Surveyors specializes in land surveying and underground utility location. Longitude Surveyors, LLC was established in Miami-Dade County in 2004. Since that time the firm has diligently worked to meet the needs of both the public and private-sector clients in South Florida.

Longitude Surveyors offers a broad range of services – Municipal, Residential, and Commercial Land Surveying, which include, but are not limited to:

- Boundary / Property Surveys and Analysis
- Topographic, Easement, Roadway, and Right-of-Way Surveys
- Preparation of Easement or Right-of-Way Exhibits
- Construction Layout Survey and Staking
- Review of Right-of-Way and Easement Documents for Developments
- Legal Descriptions
- Monument Placement
- Flood Plain, FEMA, Beach Surveying / Mapping
- GIS / AutoCAD Map and Database Creation
- Underground / Aboveground Utilities Identification and Mapping
- Ground Penetrating Radar
- Cut and Fill Calculations
- As-Built / Record Drawing Survey and Preparation
- Aerial Photography
- Title Searches

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We find our  
greatest satisfaction  
in making our clients  
successful.  
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Longitude can perform the following activities as needed: Geodetic Control Surveys, Project Network Control (PNC) Sheets, Alignments, Bench Level Runs, Topography, Roadway DTM and Tin Models, Underground Utilities, Drainage Surveys, Bridge Data Surveys, Outfall, Detention and Mitigation Surveys, and Stakeout for Borings.

Longitude is also able to and will perform the following activities as needed: Section Ties, Subdivision Ties, Maintained Right-of-Way Surveys, Building Ties, Jurisdictional Line Surveys, Right-of-Way Maps, Maintenance Maps, Specific Purpose Surveys, or any other project assigned.

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## The safety of our team, clients, and the public is very important to us.

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We understand that we will be used as an extension of the Surveying and Mapping personnel for the Department. We commit to maintain open communications with the City's Project Manager. If any clarification is needed at any given point, we will schedule a meeting with the City to ensure each project progresses smoothly and on schedule.

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Making sure that our Team, Clients, and the public remain safe is very important to us. For this reason, we have set up and follow safety procedures and protocols which allow us to maintain a safe work environment. We assure the City of Key West that all personnel in charge and working on the project will be certified by the state approved agency for MOT and that each of them will carry a verifiable wallet card showing they have been trained in their respective responsible category.

We have a thorough understanding of the requirements of contracts such as the contract we are submitting for today and are confident that with of our capabilities, expertise, and dedication – **we are the right team for the job!**

# Professional Qualifications, Certifications, and Capacity of Staff Assigned to Accomplish the Work

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## Project Manager

### **Eduardo (Eddie) M. Suarez, PSM**

Eduardo M. Suarez, PSM (Eddie), has been in the Land Surveying profession in South Florida for the past 33 years. Eddie administers the daily operation of Longitude Surveyors, and the preparation of a wide variety of projects and surveys. His diverse blend of private and public sector executive leadership developed through progressive management and operations experience have led to a consistent history of building and leading teams that develop and execute successful strategies.



He has extensive experience in project management for a wide variety of projects and surveys for both the public and private sectors. Mr. Suarez spent his formative years working as a sub consultant to FDOT both in the field and office. As president of his own firm, he has been the Principal-in-Charge over the past 15 years for the projects his firm has been associated with. He has knowledge and experience working with municipalities, and is very familiar with their procedures and expectations. He will bring the same discipline and dedication to his work with the City of Key West, and he will ensure that the needed resources are dedicated and available for the City's needs.

## Key Role as Project Manager

As Project Manager, Eddie will be responsible for:

- Serving as the primary point of contact with the City of Key West
- Preparing a schedule to complete projects as requested by the City
- Oversee QA/QC of deliverables as needed

## Assistant Project Manager

### **Richard Cooke, PSM**



With over ten years of experience in Surveying, Richard Cooke offers our team the skills and knowledge needed to direct our team to successfully complete all tasks assigned. Richard has extensive experience working in Monroe County. He is familiar with the procedures and requirements. He has overseen diverse projects and ensures quality and timely products and services. His attention to detail and determination will be valuable to this contract.

## QA/QC Manager

### **Jose Senas, PSM**

Jose Senas, PSM will support Eddie and Richard as QA/QC Manager. With over 32 years of experience in Surveying, from field work to advanced drafting, he brings a unique perspective to projects. Jose will not be directly involved with any task so that he can focus directly on QA/QC, reviewing all facets of the project.



## Survey Technician

### **Telva Morejon, SIT**



Telva Moreno, SIT will serve as Survey Technician. Due to her experience, Telva will be instrumental with all issues related to Right-of-Way. With 21 years of experience, not only has she developed an expertise in ROW, but it is truly her passion. Telva also has experience with parcels, sketch and legal descriptions, As-

Built Surveys for drainage, and Topographic Surveys, ALTA/ACSM Land Title Surveys, Condominium Surveys and documents. She is well versed in MicroStation, AutoDesk Land Desktop, CAiCE, Geopak, Open Roads 3D and Civil 3D.

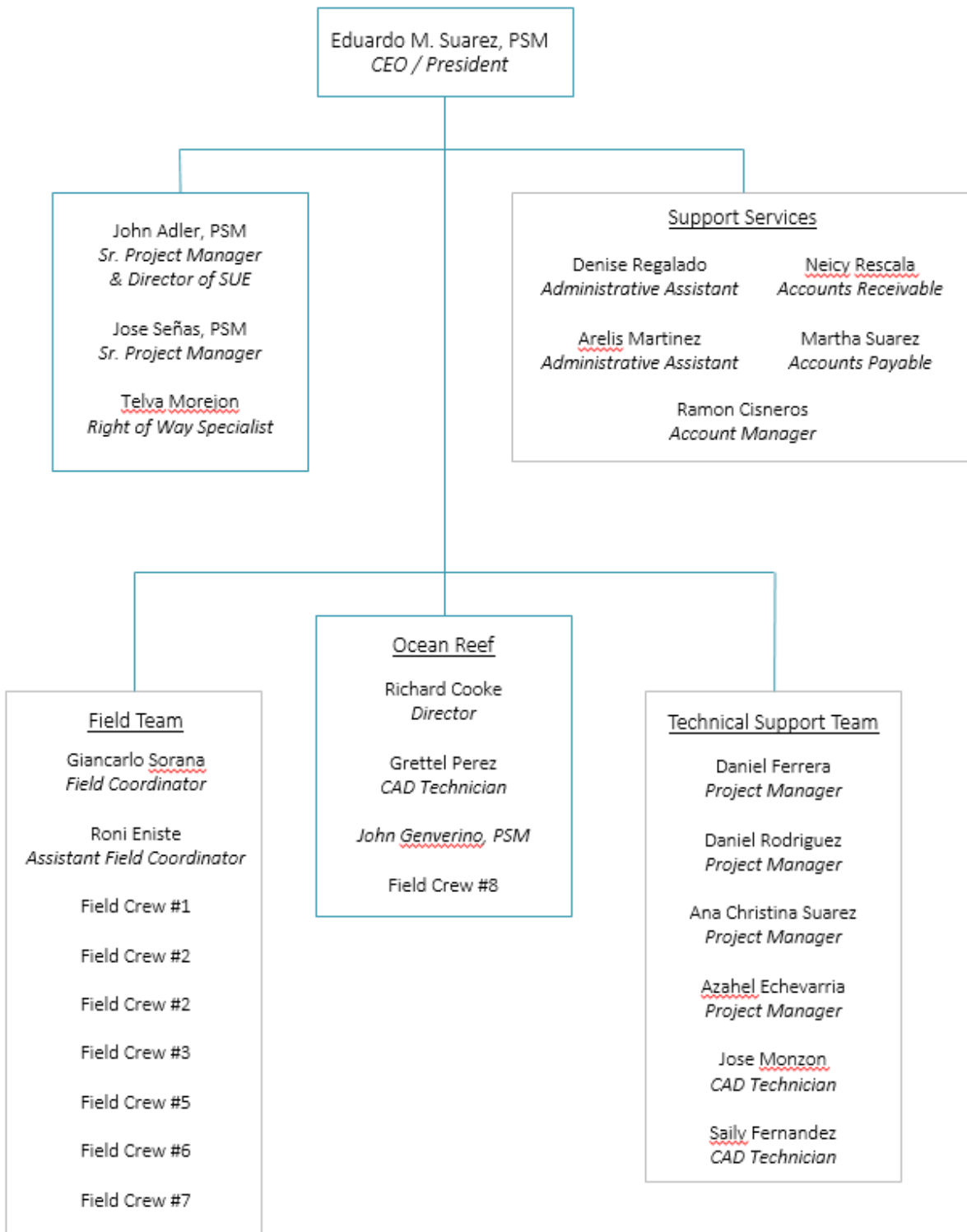
## Survey Technician

### **Daniel Ferrera, SIT**

Daniel Ferrera, SIT will also serve as Survey Technician. He is the most versatile of the Longitude team. His expertise with various computer programs (MicroStation, AutoDesk, Land Desktop, CAiCE, Geopak, and Civil 3D) is second to none. He has experience working with Topographic Surveys, Construction Surveys, Boundary Surveys, GPS. Daniel's knowledge and dedication contribute to our ability to complete each task to exceed our client's needs.







# Experience with Key West and Monroe County

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Longitude Surveyors has been serving Monroe County for over 13 years. We feel privileged to be able to work right in our own backyard and look forward to continuing to provide surveying and mapping services in the area. Some of our most notable projects include:

**Overseas Highway**



**Ocean Reef – Cultural Center**



**Ocean Reef – Airport**



**Key Largo Golf Club**

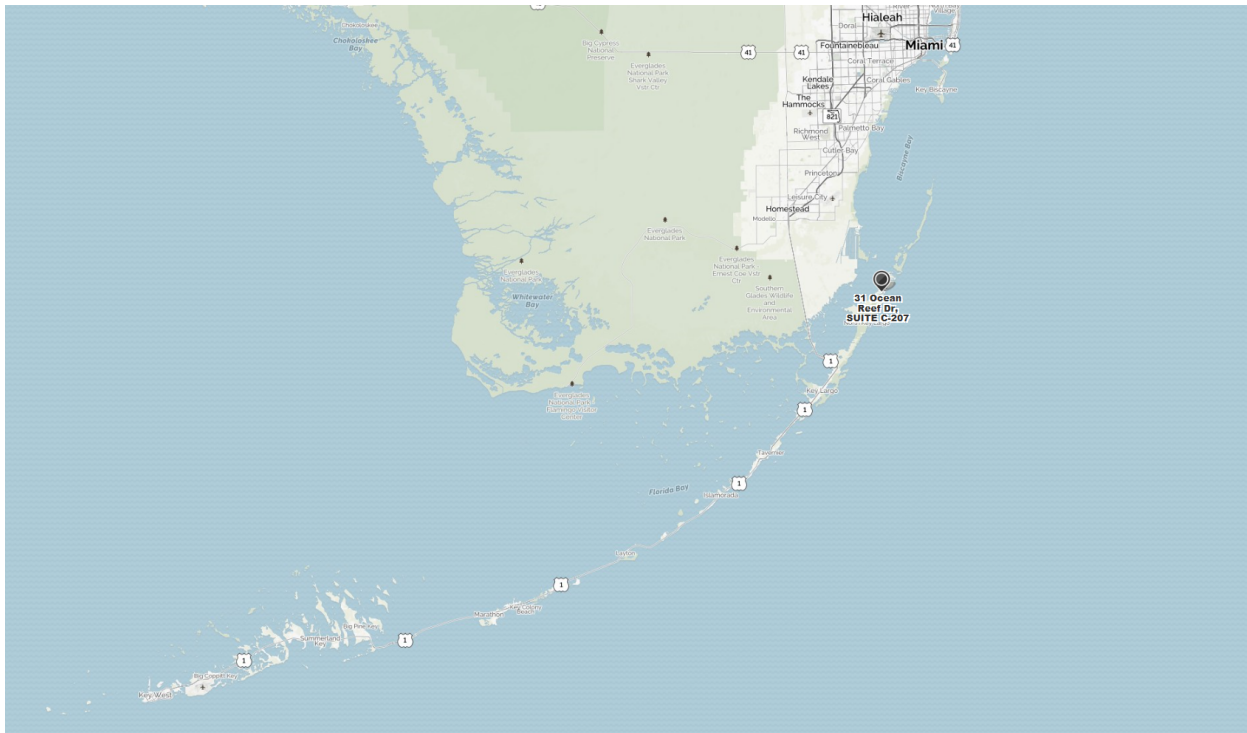


**Stock Island**



# Location and Availability of Assigned Project Manager and Technical Support Staff

Longitude Surveyors LLC is located at 31 Ocean Reef Drive, Suite C-207 in Key Largo, FL 33037.



As Project Manager, Eddie is available to work locally out of the Key Largo location and is available to dedicate 35% of his time to this particular contract. Together with Richard Cooke, Assistant Project Manager, they have at their disposal, a group of professional, experienced, and dedicated staff available to assist in all aspects of the contract, as their specialties permit. Longitude is at an advantage having a local office. We will be readily available at the request of the City. **Our assigned team members are available to begin working immediately on this contract.**



# Internal Peer Review

## Procedures

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At Longitude Surveyors, we understand that it is our responsibility to ensure quality control throughout the life of the project. It is for this reason that we use the Electronic Review Comment System (ERC). We can address discrepancies while they are correctable and ensure that the product provided can be relied upon for years to come. With over 32 years of experience in the surveying field, Jose Senas' primary responsibility will be Quality Control (QA/QC), ensuring reliable and quality products and services. Jose will assist the Project Manager by looking at each project with untainted eyes. This thorough review of specifications, calculations, plans, etc. will ensure a successful completion to each project assigned to our team.

# Relevant Project Experience

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## Relevant Project 1:

### **Tenant Sewer Laterals**

### **Marathon Airport, FL**

Longitude was retained to perform a Boundary/Topographic and Utility Underground Location Survey to include the following:

- Property boundaries, easements, and rights of way
- Above ground utility structures
- Improvements such as buildings, pavement, gravel surfaces, drainage features (ditches and culverts), fences, etc.
- Vegetation such as trees, shrubbery, grass, planting, etc.
- Underground utility facilities as provided by utility locates
- FDOT, City and County street and highway right of way lines
- Location of sewer laterals leaving the tenant buildings, where visible or as identified by airport or tenant staff
- Locations of onsite sewerage treatment and disposal systems or components thereof (septic tanks) where visible or as identified by airport or tenant staff
- Elevations were referenced to the National American Vertical Datum of 1988 (NAVD88).
- Survey was referenced to the Florida East Zone NAD83 State Plane Coordinate System.

Relevant Project 2:

**Terminal Building Sewer  
Marathon Airport, FL**

Longitude was retained to perform a Topographic Survey to include the following:

- Property boundaries, easements, and rights of way
- Above ground utility structures
- Improvements such as buildings, pavement, gravel surfaces, drainage features (ditches and culverts), fences, etc.
- Vegetation such as trees, shrubbery, grass, planting, etc.
- Underground utility facilities as provided by utility locates
- FDOT, City and County street and highway right of way lines
- For existing on-site waste water disposal facility, the horizontal and vertical extents of the structures, including top and bottom elevation of each tank, wall thicknesses, location of existing disposal wells, and location of fence.
- Elevations were referenced to the National American Vertical Datum (NAVD88)
- Survey was referenced to the Florida East Zone NAD83 State Plane Coordinate System.



### Relevant Project 3:

## **Overseas Highway Marathon, Florida**

Longitude was retained to perform and prepare a Route survey for Overseas Highway, approximately Marriott (2188 Overseas Highway) site to Gulfview Road within the City of Marathon, Florida, approximately 5,7000 linear feet, Marathon, Florida to include the following:

- Longitude established Rights-of-Way lines for the project area shown graphically.
- Created a graphic baseline and included it in the cad file.
- Located all aboveground improvements: utilities, power poles, signs, tree lines, asphalt paths, fences, driveways, sidewalks, light poles, curb and gutters, signal mast arms and any other significant aboveground features found within the survey limits.
- Depth and location of all underground utilities crossing Overseas Highway.
- Collected cross section elevations at 100-foot intervals and at visible high/low points with the Survey limits.
- Located the edge of pavements within the Survey limits.
- Called in designating tickets for all the utilities found within the Survey limits.
- Collected all the lines marked by the utility companies and delineated them on the cad file.
- Collected invert and grate elevations for all drainage structures within the Survey limits.
- Elevations were referenced to the National American Vertical Datum of 1988 (NAVD88).
- Survey was referenced to the Florida East Zone NAD83 State Plane Coordinate System.
- Control points will be set outside the project limits, in locations where they can be used by the contractor during construction

Relevant Project 4:

**Boca Chica / NAS Key West Pump Station and FM Extension  
Marathon, Florida**

Longitude was retained to perform and prepare a Topographic Survey to include the following:

- Right of way information, identification of at grade utilities, manholes and drainage inlets, signs, edge of pavement, surfaces, and all above ground features within the Survey limits.
- Obtained topographic elevations at every 100 feet, high low points and rim elevations within the Survey limits.
- Elevations were referenced to the National American Vertical Datum of 1988 (NAVD88).
- Confirmed existing pipe invert elevations, pipe direction and apparent pipe diameters at all existing drainage and sewer structures within the Survey limits.
- Horizontal control based on the Florida State Plane Coordinate System, East Zone, and North American Datum of 83/90.

## Relevant Project 5:

### **Stock Island**

### **Monroe County, Florida**

Longitude was retained to perform and prepare a Topographic Survey and Subsurface Utility Engineering (SUE) to include the following:

- Collected above-ground improvements, but not limited to asphalt pavement, sidewalks, pavement markings, signs, trees, above ground evidence of underground utilities, drainage structures with invert information, driveways, roadway signs, etc.
- Performed cross sections at 100-foot intervals. LS will perform cross sections to include the following elevations; at the centerline, edge of pavement, top of curb, back of sidewalk, low and high points, lane line, drainage ditches (when applicable).
- Recovered and/or re-established right of way monumentation in order to provide rights of way lines throughout limits of the project. To do this LS will perform field recovery of centerline control, and property corners throughout the survey limits.
- Located trees with a 3-inch diameter trunk or larger; located vegetation lines.
- Collected rim, bottom and invert elevations, pipe size and material of all existing sanitary sewers' manholes, drainage culverts, manholes and catch basins will be provided.
- Located boring test holes in coordination with Geotechnical Sub-Consultant.
- Located and showed wetlands in coordination with Environmental Sub-Consultant, if applicable.
- Labeled the ground material (asphalt, sod, concrete, etc.)
- Horizontal control referenced to the State Plane Coordinate System (Florida East Zone NAD 83/2011). Vertical control referenced to NGVD 1929 established from the nearest governmental benchmark of record.
- Performed Sub-Surface Utility Designation only; used both Ground Penetrating Radar (GPR) and an electromagnetic locator to locate any underground utility lines.
- Showed horizontal location of existing utilities.
- Performed up to 45 soft digs.

# Licenses & Proof of Insurance

**2017 / 2018  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2018**

Business Name: LONGITUDE SURVEYORS LLC      RECEIPT# 46110-116108

Owner Name: EDUARDO M SUAREZ      Business Location: 31 OCEAN REEF DR STE C-207  
 Mailing Address: 31 OCEAN REEF DR STE C-207      KEY LARGO, FL 33037  
 KEY LARGO, FL 33037      Business Phone: 305-463-0912  
                                                                                          Business Type: PROFESSIONAL (SURVEYOR AND MAPPER)

1

STATE LICENSE: LS6313

| Tax Amount | Transfer Fee | Sub-Total | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|-----------|---------|-------------|-----------------|------------|
| 30.00      | 0.00         | 30.00     | 0.00    | 0.00        | 0.00            | 30.00      |

Paid 000-16-00021357 07/20/2017 30.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED      **Danise D. Henriquez, CFC, Tax Collector**  
 PO Box 1129, Key West, FL 33041      THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

**2017 / 2018  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2018**

Business Name: LONGITUDE SURVEYORS LLC      RECEIPT# 47162-4037

Owner Name: EDUARDO M SUAREZ      Business Location: 31 OCEAN REEF DR STE C-207  
 Mailing Address: 7715 NW 48TH ST STE 310      KEY LARGO, FL 33037  
 DORAL, FL 33166      Business Phone: 305-463-0912  
                                                                                          Business Type: PROFESSIONAL OFFICES (SURVEYOR AND MAPPER OFFICE)

Employees      4

STATE LICENSE: LB7335

| Tax Amount | Transfer Fee | Sub-Total | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|-----------|---------|-------------|-----------------|------------|
| 22.00      | 0.00         | 22.00     | 0.00    | 0.00        | 0.00            | 22.00      |

Paid 000-16-00021356 07/20/2017 22.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED      **Danise D. Henriquez, CFC, Tax Collector**  
 PO Box 1129, Key West, FL 33041      THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6313**  
Expiration Date: February 28, 2019

**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

EDUARDO M SUAREZ  
7715 NW 48TH ST STE 310  
DORAL, FL 33166-5473

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

## *State of Florida Department of State*

I certify from the records of this office that LONGITUDE SURVEYORS, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 12, 2004.

The document number of this limited liability company is L04000019574.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 1, 2018, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the First day of February, 2018*



**Secretary of State**

Tracking Number: CC8096455656

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Longitude Surveyors has provided below a sample of our Insurance coverage and is able to meet the insurance requirements in compliance with City of Key West's request if chosen for this contract.

| ACORD®                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                             | CERTIFICATE OF LIABILITY INSURANCE |               |                                                                                                                                                                                                                                                                                                                                     |                         | DATE (MM/DD/YYYY)<br>02/06/2018                                                                                                                                                                                                                |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> |                                                                                                                                                                                                                                                                                                                                                                             |                                    |               |                                                                                                                                                                                                                                                                                                                                     |                         |                                                                                                                                                                                                                                                |  |
| <b>PRODUCER</b><br>Gil & Associates Insurance<br>9485 S.w 72 St Suite A-120<br><br>Miami FL 33173                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                             |                                    |               | <b>CONTACT NAME:</b> David Gil<br><b>PHONE (A/C, No, Ext):</b> (305) 279-7665 <b>FAX (A/C, No):</b> (305) 279-9705<br><b>E-MAIL ADDRESS:</b> dgil@gillinsurance.com                                                                                                                                                                 |                         |                                                                                                                                                                                                                                                |  |
| <b>INSURED</b><br>Longitude Surveyors, LLC<br>7715 NW 48 St<br>310<br>DORAL FL 33166-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                             |                                    |               | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b><br>INSURER A : COVINGTON SPECIALTY INSURANCE COMPANY      13027<br>INSURER B : WESCO INSURANCE COMPANY      25011<br>INSURER C : COMMERCE & INDUSTRY INSURANCE COMPAN      19410<br>INSURER D : ALLIED WORLD SURPLUS LINE INSURANCE COI      24319<br>INSURER E :<br>INSURER F : |                         |                                                                                                                                                                                                                                                |  |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                             | <b>CERTIFICATE NUMBER:</b>         |               | <b>REVISION NUMBER:</b>                                                                                                                                                                                                                                                                                                             |                         |                                                                                                                                                                                                                                                |  |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                             |                                    |               |                                                                                                                                                                                                                                                                                                                                     |                         |                                                                                                                                                                                                                                                |  |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                           | ADDL SUBR INSD WVD                 | POLICY NUMBER | POLICY EFF (MM/DD/YYYY)                                                                                                                                                                                                                                                                                                             | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: Contractual Liability |                                    | VBA581195     | 11/21/2017                                                                                                                                                                                                                                                                                                                          | 11/21/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                              |                                    | WPP1511681 01 | 11/20/2017                                                                                                                                                                                                                                                                                                                          | 11/20/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |  |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0                                                                                                      |                                    | EBU 023408353 | 11/21/2017                                                                                                                                                                                                                                                                                                                          | 11/21/2018              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$                                                                                                                                                                                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                               | Y/N<br>N/A                         |               |                                                                                                                                                                                                                                                                                                                                     |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                |  |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | E & O                                                                                                                                                                                                                                                                                                                                                                       |                                    | 0308-7069     | 11/21/2017                                                                                                                                                                                                                                                                                                                          | 11/21/2018              | PER CLAIM/AGGREGATE 1,000,000                                                                                                                                                                                                                  |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)<br>RE: Sample for Submittals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                             |                                    |               |                                                                                                                                                                                                                                                                                                                                     |                         |                                                                                                                                                                                                                                                |  |
| <b>CERTIFICATE HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                             |                                    |               | <b>CANCELLATION</b>                                                                                                                                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                                |  |
| Longitude Surveyors LLC<br>7715 NW 48th Street<br>Ste 310<br>Doral FL 33166                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                             |                                    |               | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>                                                                                                                                 |                         |                                                                                                                                                                                                                                                |  |
| ACORD 25 (2014/01)      The ACORD name and logo are registered marks of ACORD      © 1988-2014 ACORD CORPORATION. All rights reserved.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                             |                                    |               |                                                                                                                                                                                                                                                                                                                                     |                         |                                                                                                                                                                                                                                                |  |



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                              |                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>AUTOMATIC DATA PROCESSING INSURANCE AGCY INC<br>1 ADP BLVD MS 625<br>ROSELAND, NJ 07068<br>(877) 677-0428 | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext): (877) 677-0428      FAX (A/C, No): (877) 677-0430<br>E-MAIL<br>ADDRESS: spcbicadp@travelers.com<br>INSURER(S) AFFORDING COVERAGE      NAIC #<br>INSURER A : THE TRAVELERS INDEMNITY COMPANY OF AMERICA<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |
| <b>INSURED</b><br>LONGITUDE SURVEYORS, LLC.<br>7715 NW 48TH STREET<br>STE 310<br>MIAMI, FL 33166                             |                                                                                                                                                                                                                                                                                                                                    |

**COVERAGES**      **CERTIFICATE NUMBER:** 966510925571220      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><input type="checkbox"/><br><input type="checkbox"/><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          |                |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/PO/ AGG \$<br>\$                  |
|          | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/>                                                                            |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                     |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                 |           |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                  |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/><br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                              |           | N/A      | UB-3K943047-17 | 11/22/2017              | 11/22/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: SAMPLE FOR SUBMITTALS

|                                                                                                        |                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>LONGITUDE SURVEYORS LLC<br>7715 NW 48TH STREET STE 310<br>DORAL, FL 33166 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i> |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA            )  
                                                          : SS  
COUNTY OF MONROE            )

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

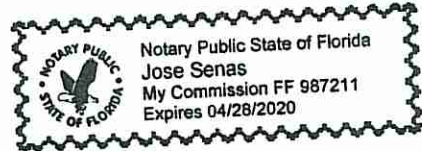
By: Eduardo M. Suarez  
Eduardo M. Suarez

Sworn and subscribed before me this

26<sup>th</sup> day of March, 2018.

Jose Senas  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 04/28/2020





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

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

1. This sworn statement is submitted with Bid, Bid or Contract No. RFQ # 18-002 for  
Professional Surveying Services

2. This sworn statement is submitted by Longitude Surveyors LLC  
(Name of entity submitting sworn statement)

whose business address is 31 Ocean Reef Drive, Suite C-207, Key Largo, FL 33037

\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is 36-4551726 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Eduardo M. Suarez and my relationship to  
(Please print name of individual signing)

the entity named above is President.

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

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

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

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

2. An entity under the control of any natural person who is active in the management of 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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.

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

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

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

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

Eduardo M. Suarez  
(Signature)  
Eduardo M. Suarez 03/26/2018

STATE OF Florida (Date)

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Eduardo M. Suarez  
(Name of individual signing)

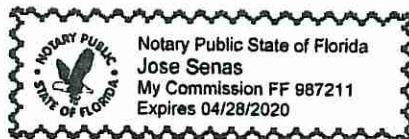
who, after first being sworn by me, affixed his/her signature in the

space provided above on this 26th day of March, 2018.

My commission expires:  
NOTARY PUBLIC

04/28/2020

Jose Senas



**INDEMNIFICATION**

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

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

CONTRACTOR: Longitude Surveyors LLC

SEAL:



31 Ocean Reef Drive, Suite C-207, Key Largo, FL 33037  
Address

Eduardo M. Suarez  
Signature

Eduardo M. Suarez  
Print Name

Principal  
Title

03/13/2018  
Date

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Miami-Dade )

I, the undersigned hereby duly sworn, depose and say that the firm of Longitude Surveyors 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 Ordinance Sec. 2-799.

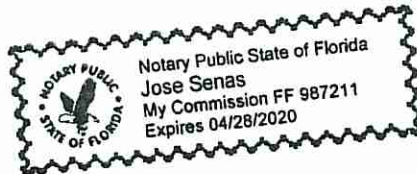
By: Eduardo M. Suarez  
Eduardo M. Suarez

Sworn and subscribed before me this

26th day of March, 2018.

Jose Senas  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 04/28/2020





**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

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

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

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership



registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

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

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

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the



covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.

- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency. b.

Where only one bid response is received.

- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
  
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
  
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

**CONE OF SILENCE AFFIDAVIT**

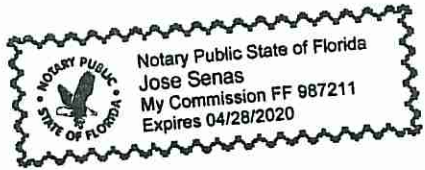
STATE OF Florida )  
 : SS  
COUNTY OF Miami-Dade )

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

*Eduardo M. Suarez*  
(signature)  
Eduardo M. Suarez 03/26/2018  
(date)

Sworn and subscribed before me this  
26th Day of March, 2018.

*J. Senas*  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires: 04/28/2020





We find our greatest satisfaction in making our clients successful.