

RESOLUTION NO. 13-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING STAFF RANKING AND AWARDING CONTRACTS ON A TASK ORDER BASIS TO TWO BIDDERS IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. 12-004 FOR PROFESSIONAL SURVEYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a Request for Qualifications for professional surveying firms capable of providing professional surveying services; and

WHEREAS, seven firms responded, and at a public meeting on December 10, 2012, a committee comprised of City staff members reviewed the responses, and determined two firms to be particularly qualified, and recommended that the City engage each one on a Task Order basis;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the responses for professional surveying services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Avirom & Associations
- (2) FL Keys Land Surveying

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts with each of the companies.

Section 3: Specific task orders issued pursuant to the contracts shall comply with the City's procurement guidelines.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

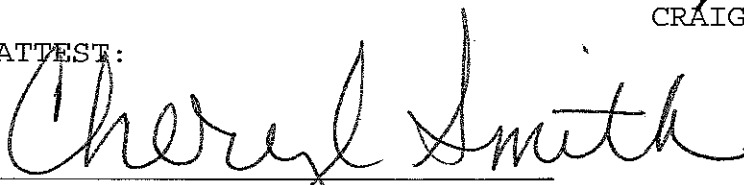
Passed and adopted by the City Commission at a meeting held this 8th day of January, 2013.

Authenticated by the presiding officer and Clerk of the Commission on January 9, 2013.

Filed with the Clerk January 9, 2013.

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave Key West, FL 33040 (305) 809-3700

M E M O R A N D U M

**EXECUTIVE SUMMARY**

**TO:** Bob Vitas, City Manager

**FROM:** Doug Bradshaw, Senior Project Manager  
Karen Olson, Special Projects Manager  
Janet Muccino, Project Manager

**DATE:** December 17, 2012

**RE:** Approving Ranking of firms submitting responses to Request for Qualifications (RFQ) No. 12-004: Professional Surveying Services

**ACTION STATEMENT:**

Approving staff ranking of firms submitting responses to RFQ No. 12-004: Professional Surveying Services and authorizing City Manager to negotiate and pursuant to legal review enter into a contract.

**BACKGROUND:**

The City issued RFQ No. No. 12-004: Professional Surveying Services on July 8, 2012 and qualification packages were received on August 8, 2012. The City received the following seven (7) responses to the RFQ:

- Aviom & Associates
- Calvin Giordano & Associates
- CAS
- FL Keys Land Surveying
- Island Surveying, Inc.
- OrthoTek
- Zurwelle-Whitacker

Engineering staff reviewed each proposal to ensure the proposal contained the required submittals as well as contacted clients of each firm to check past work performances. Results are attached.

At a meeting held on December 10, 2012 a committee of City Staff (Doug Bradshaw, Karen Olson, and Janet Muccino) met at a publicly advertised meeting in order to review the 7 firms that responded.

Using the Selection Criteria Matrix in the RFQ, the selection committee developed a short list consisting of the following firms in highest to lowest ranking order:

*Key to the Caribbean – Average yearly temperature 77° F.*

1. Avirom & Associates
2. FL Keys Land Surveying

All short-listed firms were highly recommended by past clients. Additionally all short-listed firms submitted proposals that were considered responsive to the RFQ. FL Keys Land Surveying failed to submit contact information from clients. However, City Staff has worked with this firm in the past and was satisfied with their work product.

As the City has multiple departments that manage projects of all sizes and disciplines simultaneously, the City typically prefers to contract with multiple firms to handle the workload. The term of contracts shall be for a period of three (3) years with the option of one (1) two (2) year renewal.

### **OPTIONS:**

There are two (2) options:

1. Accept the rankings of staff and authorize City Manager to negotiate and pursuant to legal review enter into a contract with each of the short-listed firms,
2. Modify the staff's ranking and authorize City Manager to negotiate and pursuant to legal review enter into a contract with one or all of the firms of the modified ranking,


### **FINANCIAL ISSUES**

There are no financial obligations with ranking and entering into contracts with each of the short-listed firms. These will be task order based contracts with which a dollar amount will have to be approved along with the task order per City Ordinance.

### **RECOMMENDATION**

It is recommended that the City Commission accept the rankings of staff and authorize City Manager to negotiate and pursuant to legal review enter into a contract with each of the short-listed firms.

# INTEROFFICE MEMORANDUM

To: Doug Bradshaw, Senior Project Manager  
CC: Sue Snider, Purchasing  
From: Cheri Smith, City Clerk   
Date: August 8, 2012  
Subject: **PROFESSIONAL SURVEYING SERVICES; RFQ 12-004**

---

The following bids were opened Wednesday, August 8, 2012 at 3:00 p.m. in response to the above referenced project.

1. Avirom & Associates, Inc.  
402 Appelrouth Lane, Suite 2E  
Key West, FL 33040
2. Calvin, Giordano & Associates, Inc.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316
3. Florida Keys Land Surveying  
19960 Overseas Highway  
Sugarloaf Key, FL 33042
4. Island Surveying, Inc.  
3152 Northside Drive, Suite 201  
Key West, FL 33040
5. Orthotek  
13460 SW 24<sup>th</sup> Street  
Miami, FL 33186
6. Craig A. Smith & Associates, Inc.  
7777 Glades Road, Suite 410  
Boca Raton, FL 33434
7. Zurwelle-Whittaker, Inc.  
1140 West 50th Street, Suite 307  
Hialeah, FL 33012

CS/sph  
RFQ 12-004- Professional Surveying Services

## OVERALL RANKINGS

FIRM	Doug	Janet	Karen	TOTAL	RANK	COMMENTS
Avirom & Associates	96	99	92	95.67	1	
Calvin Giordano & Associates	96	95	80	90.33	3	
CAS	95	91	84	90.00	4	
FL Keys Land Surveying	92	98	90	93.33	2	No contact names/# for previous jobs
Island Surveying, Inc.	94	94	79	89.00	5	No contact names/# for previous jobs
OrthoTek	88	95	83	88.67	6	
Zurwelle-Whitacker	87	92	83	87.33	7	

Karen

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm ZURNELLE-WHITAKER

Date 12-7-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	15
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	10
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	8
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>83</b>

Karen

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm ORSHOTEK

Date 12-7-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services.	20	20
Capacity of assigned and identified staff to accomplish work.	20	15
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	10
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	3
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>88</b>



Karen

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm ISLAND SURVEYING, INC.

Date 12-7-12

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	10
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	20
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	5
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	5
<b>Total Points</b>	<b>100</b>	<b>79</b>

Karen

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Florida Keys Land Surveying

Date 12-7-12

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work.	20	15
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	20
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	5
<b>Total Points</b>	<b>100</b>	<b>90</b>

Karen

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm CRAIG A. SMITH & ASSOC.

Date 12-7-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	15
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	10
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>84</b>

Karen

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm CALVIN, BJORRANO & ASSOC.

Date 12-7-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	15
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	10
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	5
<b>Total Points</b>	<b>100</b>	<b>80</b>

Karon

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm AVIPOM & ASSOC

Date 12-7-12

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	15
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	18
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>92</b>

Jane t

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Zurulle-Whittaker

Date 10/23/12

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	18
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	15
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	9
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>92</b>

Janet

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Biernotek

Date 10/27/12

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	20
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	15
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>95</b>

Jane K

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Island

Date \_\_\_\_\_

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	20
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	15
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>94</b>



Jane K

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm FKLS

Date 10/22/12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	20
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	20
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	8
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>98</b>

Tanet

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm CAS

Date 10/22/12

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	19
Capacity of assigned and identified staff to accomplish work.	20	19
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	15
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	9
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>91</b>

Janet

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Calvin, Giardano Assoc

Date 10/23 - 24

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	20
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	15
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>95</b>

Janet

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Arivom & Assoc

Date 10/22/12

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	20
Capacity of assigned and identified staff to accomplish work,	20	20
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	20
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>99</b>

Doug Bradshaw

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Avicom + Associates

Date 12-10-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services.	20	19
Capacity of assigned and identified staff to accomplish work,	20	19
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	19
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>96</b>

Doug Bradshaw

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm CGA

Date 12-10-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	19
Capacity of assigned and identified staff to accomplish work.	20	19
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	18
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>96</b>

identifiable but not related

Don Bradshaw

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm CAS

Date 12-10-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	19
Capacity of assigned and identified staff to accomplish work,	20	19
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	18
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>95</b>

ident. fixed  
by  
non-retained

Doug Bradshaw

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm FL Keys Land Surveying

Date 12-10-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	16 <del>10</del>
Capacity of assigned and identified staff to accomplish work,	20	18 <del>10</del>
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	20 <del>10</del>
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	8
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>92</b>

non identified

- Did not provide names/#s/costs, etc. - incomplete bid



Day Bradshaw

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Island Surveying

Date 12-10-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	17
Capacity of assigned and identified staff to accomplish work,	20	<del>18</del> 18
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	20
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	19
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>94</b>

no identified

- Incomplete Bid (No names/#s/costs, etc)

Day Bradshaw

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Ortho Tek

Date 12-10-17

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	17
Capacity of assigned and identified staff to accomplish work,	20	16
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	15
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	10
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>88</b>

no identified

Doug Bradshaw

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm Zurwelle-Whittaker

Date 12-10-12

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	18
Capacity of assigned and identified staff to accomplish work,	20	16
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	16
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	20
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	7
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	10
<b>Total Points</b>	<b>100</b>	<b>87</b>

# Surveying Services RFQ 12-004 Past Project Ratings

Aviom & Associates

FIRM NAME

If you had the opportunity to utilize this company for future projects what is the likelihood you would do that	Quality of work	Responsiveness of firm	Ability of firm to work within budget	Ability of firm to work within the limits of the project	Ability of firm to work within time frame	Overall impression of the firm
Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5
jm 10.24.12						
<b>Past Project</b>						
Haskell company, Jonathan Peters 914 509 5491	5	5	5	5	5	5
CH2Mhill, Randy Mook, 904 527 5908	5	5	5	5	5	5
Kimley-Horn, Juan Jimenez, 305 535 7784	5	5	5	5	5	5

# Surveying Services RFQ 12-004 Past Project Ratings

CAS

FIRM NAME

If you had the opportunity to utilize this company for future projects what is the likelihood you would do that	Quality of work	Responsiveness of firm	Ability of firm to work within budget	Ability of firm to work within the limits of the project	Ability of firm to work within time frame	Overall impression of the firm
Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5
<p><i>jm 10.24.12</i></p> <p><b>Past Project</b></p> <p>AECOM Ray Rivas 305 59248010 City of Moore Haven Maxine Brontley City Clerk 863 946 0711 Golden Beach Alexander Diaz Town Manager 305 932 0744</p>	5	5	5	5	5	5

# Surveying Services RFQ 12-004 Past Project Ratings

Calvin Giordano & Associates

FIRM NAME

If you had the opportunity to utilize this company for future projects what is the likelihood you would do that	Quality of work	Responsiveness of firm	Ability of firm to work within budget	Ability of firm to work within the limits of the project	Ability of firm to work within time frame	Overall impression of the firm
Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5
Jan 10.24.12						
Past Project						
Pembroke Pines Road Improvements	5	5	5	5	5	5
Martin Gaveski 954 437-1116	5	5	5	5	5	5
Hillsboro Canal Boundary Survey	5	5	5	5	5	5
Amelia Rodriguez-Alers 561 682-6605	5	5	5	5	5	5
PGA National Park	5	5	5	5	5	5
Todd Engle 561 804-7012	5	5	5	5	5	5
City of Surfside	5	5	5	5	5	5

# Surveying Services RFQ 12-004 Past Project Ratings

EKLS

FIRM NAME

If you had the opportunity to utilize this company for future projects what is the likelihood you would do that	Max Points 5	Quality of work	Responsiveness of firm	Ability of firm to work within budget	Ability of firm to work within the limits of the project	Ability of firm to work within time frame	Overall impression of the firm
Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5
jm 11.28.12							
Past Project							
Karen Olson CKW	5	5	5	5	5	5	5
Ron Armstrong, CTS	5	5	5	5	5	5	5
NASKW, Dorado Services, Fernando Labrada 305 726 7727	5	5	5	5	5	5	5

# Surveying Services RFQ 12-004 Past Project Ratings

Island Surveying

FIRM NAME

	If you had the opportunity to utilize this company for future projects what is the likelihood you would do that.	Quality of work	Responsiveness of firm	Ability of firm to work within budget	Ability of firm to work within the limits of the project	Ability of firm to work within time frame	Overall impression of the firm
	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5
jm 10.24.12							
Past Project							
Boy Scouts of America	5	5	5	5	5	5	5
John Anthony 305 364-0020	5	5	5	5	5	5	5
KW housing authority	5	5	5	5	5	5	5
MCSEB, Len Rhodus							



# Surveying Services RFQ 12-004 Past Project Ratings

Zurwelle-Whittaker

FIRM NAME

If you had the opportunity to utilize this company for future projects what is the likelihood you would do that	Quality of work	Responsiveness of firm	Ability of firm to work within budget	Ability of firm to work within the limits of the project	Ability of firm to work within time frame	Overall impression of the firm
Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5
jm 10.24.12						
<b>Past Project</b>						
Miami- Dade County DERM	5	5	5	5	4	5
Frank Velasquez 305 372-6490						
Hillsboro Canal Boundary Survey	5	5	5	5	5	5
Amelia Rodriguez-Alers 561 682-6605						
PGA National Park	5	5	5	5	5	5
Todd Engle 561 804-7012						

# Surveying Services RFQ 12-004 Past Project Ratings

Orthotek

FIRM NAME

If you had the opportunity to utilize this company for future projects what is the likelihood you would do that	Quality of work	Responsiveness of firm	Ability of firm to work within budget	Ability of firm to work within the limits of the project	Ability of firm to work within time frame	Overall impression of the firm
Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5	Max Points 5
jm 11.28.12						
<b>Past Project</b>						
Baker Corps Duncan Nickles 412 269 6300	4	4	4	4	4	4
Property Survey Robert Genden 305 661 8397	5	5	5	5	5	5
ARCHI-CO-M, Jose Evencio 787 306 4001	5	5	5	5	5	5



**THE CITY OF KEY WEST**  
1340 Flagler Ave  
Key West, Florida 33040

July 8, 2012

To: All Prospective Respondents

Subject: Request for Qualifications for Professional Surveying Services

The City of Key West (CITY) Request for Qualifications (RFQ) No. 12-004: Professional Surveying Services contain the following documents.

The RFQ which is forty-two (42) pages in length and contains important information on scope of work, deadlines, required response contents, selection process, and required forms.

Information to Proposers one (1) page in length  
Call for Request for Qualifications one (1) page in length  
Request for Qualifications eight (8) pages in length  
Anti-Kickback Affidavit one (1) page in length  
Public Entity Crimes Certification three (3) pages in length  
City Ordinance Sec. 2-799 five (5) pages in length  
Sample Agreement twenty-two (22) pages in length

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

Firms/corporations submitting a response should ensure that the following documents are completed, certified, notarized and returned as instructed.

**INFORMATION TO PROPOSERS**

SUBJECT: RFQ #12-004: PROFESSIONAL SURVEYING SERVICES

ISSUE DATE: JULY 8, 2012

PRE RESPONSE CONFERENCE: N/A

MAIL OR SPECIAL DELIVERY REPOSSES TO: CITY CLERK  
CITY OF KEY WEST  
3126 FLAGLER AVE  
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

RESPONSES MUST BE RECEIVED: AUGUST 8, 2012

NOT LATER THAN: 3:00 P.M.

SUE SNIDER  
PURCHASING AGENT  
CITY OF KEY WEST

ses

Enclosures

**CALL FOR REQUEST FOR QUALIFICATIONS (RFQ)  
FOR PROFESSIONAL SURVEYING SERVICES**

NOTICE is hereby given to prospective proposers that the City of Key West (CITY) is seeking Professional Surveying Services: RFQ No 12-004. The Clerk of the City of Key West, Florida at 3126 Flagler Ave, Key West, Florida 33040 will receive Request for Qualifications until 3:00 P.M. local time on August 8, 2012. Late proposals will not be considered. RFQ DOCUMENTS may be obtained from DemandStar by Onvia at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) or call toll-free 1-800-711-1712. Applicants shall submit one response marked "Original", one copy marked "Copy", and 2 CD-ROM or flash drives, each shall contain one PDF file each of the full response enclosed in two (2) sealed envelopes, one within the other clearly marked on the outside: RFQ No. 12-004: Professional Surveying Services, addressed and delivered to:

CITY CLERK  
CITY OF KEY WEST, FLORIDA  
3126 FLAGLER AVE  
KEY WEST, FLORIDA 33040

Prior to award by the CITY the successful Proposer must be able to prove that Proposer held State Licenses prior to submittal of Proposal as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Proposer must be able to prove that Proposer holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the RFQ document. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in RFQ. The CITY may reject Proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its Proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to RFQ requirements, (4) if the Proposal is conditional, (5) if a change of circumstances occurs making the purpose of the RFQ unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any Proposal.

**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL SURVEYING SERVICES**

The City of Key West requires the services of a qualified firm(s) to provide Professional Surveying Services as described in this RFQ. These services will be used by the City on an as-needed basis, task order basis. The City intends to retain one or more qualified firms to provide the services for a period of three years with an additional two-year option. Completion of the scope of services may extend beyond the agreement's three-year term, but no minimum amount of service or compensation will be assured to the retained firm(s). The selected consultant(s) will be required to abide by all applicable federal, state and local laws and ordinances.

Any proposal received after the response deadline will not be considered. Upon selection of the most qualified firm(s) and approval by the City commission, the City will negotiate a contract with the selected firm(s). If the selected firm(s) does not execute the contract with the City within sixty (60) days after award, the City reserves the right to award the contract to the next most qualified firm. A proposer may not withdraw their proposal before the expiration of sixty (60) days from the date of proposal opening. A proposer may withdraw their proposal after that date only if they provide written notification prior to the approval of selection by the City Commission. The City of Key West reserves the right to reject any or all of the proposals submitted.

**For questions concerning any aspect of this RFQ please contact:**

Mr. Doug Bradshaw  
Senior Project Manager  
3140 Flagler Ave  
Key West, FL 33040  
(305) 809-3792  
dbradsha@keywestcity.com

## **GENERAL**

The City is in need of consultants for Professional Surveying Services. The services contemplated are professional in nature. The selected firm(s) must be of professional status, licensed to perform in the State of Florida and licensed for all applicable professional disciplines requiring licensing as related to this RFQ.

## **EVALUATION CRITERIA**

The evaluation criteria applied to the selections of firm(s) for further consideration are the following:

- Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services,
- Capacity of assigned and identified staff to accomplish work,
- Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel,
- Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules,
- Organizational plan and structure submitted to accomplish the goals and objectives of services,
- Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years

## **SELECTION PROCESS\***

The following steps will be followed in the selection process:

1. City of Key West management and staff will review each response that is submitted and determine which ones are considered responsive to the RFQ.
2. The City staff tasked with the review of the responses to the RFQ will rank the responses in a publicly advertised meeting using the selection criteria matrix attached.
3. The ranking and selection of the firms will be presented to City Commission for approval.
4. Firms may, at the sole discretion of City Staff, be required to give a presentation to the City Commission at a meeting to be scheduled at a later date. Presentations shall not exceed 10-minutes or of such time as allowed by the Commission.
5. The City Commission reserves the right to accept the recommendation of the evaluation team or approve an alternative ranking and selection.
6. City Commission will authorize the City Manager to negotiate a contract with the highest ranked firm. If the City Manager is unable to negotiate a satisfactory contract with the highest ranked firm, the City Manager will terminate negotiations and then negotiate with the second highest ranked firm and so on in order of preference if needed.
7. If the City chooses to award to more than one firm, the City Manager will negotiate a contract with each selected firm. If the City Manager is unable to negotiate a satisfactory contract with a selected firm, the City Manager will terminate negotiations.

\* The City reserves the right to award to more than one firm.

**CITY STAFF SELECTION CRITERIA MATRIX**

Task Order Name: Request for Qualifications for Professional Surveying Services

Project Number: RFQ 12-004

Firm \_\_\_\_\_

Date \_\_\_\_\_

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Professional qualifications and experience of staff personnel necessary for conducting the Professional Surveying Services and for performance of the required services	20	
Capacity of assigned and identified staff to accomplish work,	20	
Local availability of key technical personnel and support personnel assigned to the project including the current and future commitments of all key and support personnel	20	
Verifiable present and past performance of the firm as prime contractors on other contracts in terms of quality of service and compliance with performance schedules	20	
Organizational plan and structure submitted to accomplish the goals and objectives of services	10	
Type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years	10	
<b>Total Points</b>	<b>100</b>	



## **SCOPE OF WORK**

The typical task order issued to the selected firm(s) may include but is not limited to the following:

1. Boundary/Property surveys and analysis
2. Topography surveys
3. Easement surveys
4. Roadway surveys
5. Right-of-way surveys
6. Preparation of easement or right-of-way exhibits
7. Property line staking
8. Review of right-of-way documents for developments
9. Review of easement documents for developments
10. Legal Descriptions
11. Construction staking
12. Field design surveys
13. GPS monument placement
14. Flood Plain/ FEMA Surveying/Mapping
15. GIS/AutoCAD map and data base creation
16. Underground/Aboveground Utilities identification and mapping
17. Cut and Fill calculations
18. As-Built (Record) Surveys
19. Aerial photography
20. Title Searches
21. Other professional surveying services

## **SUBMISSIONS DETAILS**

Survey firms should submit a complete qualifications package that includes:

- Complete company profile,
- Identification of each team member by name and qualifications,
- Past five (5) years of specific relevant experience. The examples should include the name of client, client's representative, client's address and telephone number, key personnel involved in design phase services, design services fee, estimate of construction cost, name of contractor awarded project contract award amount, contractor's representative, contractor's address and telephone number,
- Names, job classifications, and qualifications of engineering personnel who will be assigned to perform services of this contract,
- Organizational plan and structure. A description of the firm's procedure for quality control for small, medium, and large projects should be provided.
- Identification of type and disposition of any legal actions in which the proposer has been a party to for the last five (5) years,
- Anti-Kickback Affidavit, Public Entity Crimes Certification, and Equal Benefits for Domestic Partners Affidavit for members of any team.

**Submit to:**

City Clerk  
City of Key West  
3126 Flagler Ave Street  
Key West, Fl 33040

**Date/Time:**

August 8, 2012  
3:00 PM

**Identification of Responses:**

Responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Request for Qualifications No. 12-004: Professional Surveying Services,”** the due date, and the respondent’s name.

**Number of Copies:**

Applicants shall submit one response marked “Original”, one copy marked “Copy”, and 2 CD-ROM or flash drives, each shall contain one PDF file each of the full response. All contents of a Proposer’s submittal shall remain the property of the City.

**Response Preparation Costs:**

The costs of response preparation for both steps in the process are not reimbursable. Response preparation costs are the applicant’s total responsibility.

**Authorized Signature:**

The initial response must contain the signature of a duly authorized officer or agent of the proposer’s company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

**Property of the City:**

All responses and related materials provided to the City related to this RFQ will become the property of the City of Key West.

**License Requirements:**

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses (if applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

**Insurance /Indemnification:**

The Contractor shall keep in full force and effect at all times during the effective period of any resulting agreement and durations identified within, and at its own cost and expense the following insurance with insurance companies authorized in the State of Florida, with an A.M. Best rating of A-VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards, Contractor and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor.

The Contractor shall maintain limits no less than those stated below:

1. **Worker's Compensation** – Statutory, in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000) Dollars each accident
2. **Contractor's Commercial General Liability** – The Contractor's Commercial General Liability shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars annual aggregate per project. The City of Key West must be named as an Additional Insured. The coverage must include:
  - Premises/Operations
  - Broad Form Contractual Liability
  - Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition, or rebuilding of any structural support of a building is involved or explosion hazard exists)
  - Products/Completed Operations
  - Independent Consultants (if any part of the Work is to be subcontracted)
  - Broad Form Property Damage
  - Personal Injury
3. **Commercial Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:
  - Owned automobiles
  - Hired automobiles
  - Non-owned automobiles
  - Location of operation shall be "All Locations"
4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars.

This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies. The City of Key West must be named as an Additional Insured

5. **Professional Liability/Errors & Omissions Insurance** with a minimum limit of One Million (\$1,000,000.00) Dollars.

If the contract is awarded, a full copy of this policy is to be provided at signing of contract. Coverage forms for this type of policy vary greatly from carrier to carrier thus making it important to review coverage and exclusions to insure proper coverage is being provided specific to the Task Order.

6. **Waiver of Subrogation**

The insurance required under Paragraphs 1, 2, 3, and 4 hereof shall contain a "Waiver of Subrogation" provision whereas the Consultant insurer waives any claim against the City of Key West.

7. **Subcontractors**

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements as is required of Contractor.

8. **Certificates of Insurance**

Certificates of Insurance shall be filed and maintained throughout the life of any resulting Agreement with the City Clerk evidencing the minimum limits of the insurance cited above. All policies shall provide that they may not be terminated or modified without the insurer providing the City of Key West at least thirty (30) days of advance notice. Additionally, the Consultant shall immediately notify the City of any cancellation of such insurance.

9. **Indemnification Agreement**

The following shall be made a provision of any resulting agreement:

*Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense*

*for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.*

In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

### **CONTACTS**

Every request for information should be in writing addressed to Mr. Doug Bradshaw, Senior Project Manager, emailed or faxed, and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of the responses to the RFQ. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the RFQ. If an addendum is issued you will be notified by DemandStar by Onvia. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under his response as submitted. All addenda so issued shall become a part of the Contract document.

Contact: Doug Bradshaw, Senior Project Manager, 3140 Flagler Ave, Key West, FL 33040, Phone: 305-809-3792, Fax: 305-809-3739. Email: dbradsha@keywestcity.com.

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                     )  
  : SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that no portion of fees received as part of this RFQ 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 OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with RFQ,RFP,Bid or Contract No. \_\_\_\_\_  
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 \_\_\_\_\_ and my relationship to  
(Please print name of individual signing)  
  
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 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.)

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

\_\_\_\_\_  
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(Name of individual signing) who, after first being sworn by me, affixed his/her signature in the

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

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA                    )  
  : 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 Ordinance Sec. 2-799.

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

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**City Ordinance Sec. 2-799**

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

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

The cash equivalents of the following benefits apply:

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

by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

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

(b) Equal benefits requirements.

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

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services

procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the Proposers 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.

**THE FOLLOWING AGREEMENT IS A  
DRAFT AGREEMENT AND SHOULD  
NOT BE FILLED OUT AS PART OF THE  
SUBMISSION PACKAGE. FINAL  
AGREEMENT WILL BE IN  
SUBSTANTIAL CONFORMANCE WITH  
THE ATTACHED**

**AGREEMENT**

**Between**

**CITY OF KEY WEST**

**And**

---

**For**

**PROFESSIONAL**

**SURVEYING SERVICES**

**KEY WEST, FLORIDA**

Date

This is an Agreement between: CITY OF KEY, its successors and assigns, hereinafter referred to as "CITY,"

AND

\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, its successors and assigns, hereinafter referred to as "CONSULTANT."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

**ARTICLE 1**

**DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. **Agreement:** This document, Articles 1 through 8, inclusive. Other terms and conditions are included in the CITY's RFQ 12-004, CONSULTANT's Response to RFQ dated \_\_\_\_\_, 2012, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.3. **CONSULTANT:** The Surveyor or Engineer selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. **CITY:** City of Key West.



- 1.7. **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

## ARTICLE 2

### PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 12-004 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from CONSULTANT dated \_\_\_\_\_, incorporated by reference and made a part hereof.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

## ARTICLE 3

### SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Agreement:
  - 3.1.1. Boundary/Property surveys and analysis
  - 3.1.2. Topography surveys
  - 3.1.3. Easement surveys
  - 3.1.4. Roadway surveys
  - 3.1.5. Right-of-way surveys
  - 3.1.6. Preparation of easement or right-of-way exhibits
  - 3.1.7. Property line staking
  - 3.1.8. Review of right-of-way documents for developments
  - 3.1.9. Review of easement documents for developments
  - 3.1.10. Legal Descriptions

- 3.1.11. Construction staking
- 3.1.12. Field design surveys
- 3.1.13. GPS monument placement
- 3.1.14. Flood Plain/ FEMA Surveying/Mapping
- 3.1.15. GIS/AutoCAD map and data base creation
- 3.1.16. Underground/Aboveground Utilities identification and mapping
- 3.1.17. Cut and Fill calculations
- 3.1.18. As-Built (Record) Surveys
- 3.1.19. Aerial photography
- 3.1.20. Title Searches
- 3.1.21. Other professional surveying services

3.2. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of task order is at CONSULTANT's sole risk.

3.3. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.

3.3.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.

3.3.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.

3.3.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

- 3.3.4. A task order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 8.2, hereof, shall constitute the termination of any and all outstanding task orders.
- 3.3.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.
- 3.4. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.5. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions.
- 3.6. CONSULTANT is required to perform the task orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all task orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.
- 3.7. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.
- 3.8. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the CITY.

#### ARTICLE 4

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

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of one (1) two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5. In the event Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 8.8, INDEMNIFICATION OF CITY.

## ARTICLE 5

### COMPENSATION AND METHOD OF PAYMENT

## 5.1. AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods, which shall be used to pay for the CONSULTANT's services, are limited to the following:

- 5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
  - 5.1.1.1. If the TASK ORDER timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.
  - 5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.
  - 5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.
  - 5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.
- 5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)
  - 5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the TASK ORDER by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.
  - 5.1.2.2. Hourly rates for the first year of the contract (CONSULTANT AND Subconsultants): See attached Exhibit A
  - 5.1.2.3. CONSULTANT and Subconsultants allowed annual wage adjustment shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)
  - 5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of

progress toward that end so that the budget or work effort can be adjusted if found necessary.

- 5.1.2.5. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- 5.1.2.6. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

## **5.2. REIMBURSABLES**

5.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:

- 5.2.1.1. Identifiable transportation expenses in connection with the Task Order, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
  - 5.2.1.2. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.
  - 5.2.1.3. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
  - 5.2.1.4. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.
  - 5.2.1.5. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.
  - 5.2.1.6. All permit fees paid to regulatory agencies for approvals directly attributable to the Task Order. These permit fees do not include those permits required for the Contractor.
- 5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses.

Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

- 5.2.3. All subconsultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. These amounts shall not increase each fiscal year of CITY by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable subconsultant expenses are limited to the items in Paragraph 5.2.1 described above when the subconsultant's agreement provides for reimbursable expenses.

### **5.3. METHOD OF BILLING**

#### **5.3.1. Lump Sum Compensation**

CONSULTANT shall submit billings that are identified by the specific Task Order number if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

#### **5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation**

CONSULTANT shall submit billings that are identified by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Task Order. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

- 5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or subconsultant prior to receiving payment. CITY reserves the

right to pay any subcontractor or subconsultant if CONSULTANT has not paid them timely and the services of the subcontractor or subconsultant are necessary to complete the TASK ORDER or any task order.

#### **5.4. METHOD OF PAYMENT**

- 5.4.1. CITY shall pay CONSULTANT within forty-five- (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- 5.4.2. In the event CONSULTANT has utilized a Subconsultant in order to perform the Task Order, CONSULTANT will be required to provide documentation that Subconsultant and Subconsultants of Subconsultants have been paid prior to payment being made to CONSULTANT.
- 5.4.3. Payment will be made to CONSULTANT at:

### **ARTICLE 6**

#### **CITY 'S RESPONSIBILITIES**

- 6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order.
- 6.2. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 6.3. CITY shall review the CONSULTANT's itemized deliverables/documents identified in the task orders and respond in writing with any comment within the time set forth in the task order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contractor.

### **ARTICLE 7**

#### **MISCELLANEOUS**

##### **7.1. OWNERSHIP OF DOCUMENTS**



All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

## **7.2. TERMINATION**

- 7.2.1. This Agreement may be terminated with or without cause by CITY at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 8.13 NOTICES of this Agreement.
- 7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 8.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

## **7.3. AUDIT RIGHT AND RETENTION OF RECORDS**

- 7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Task Order. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.
- 7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books,

records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

#### **7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS**

- 7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that can not be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

#### **7.5. PUBLIC ENTITY CRIMES ACT**

- 7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases

for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **7.6. SUBCONSULTANTS**

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of subconsultants. The list of subconsultants submitted and currently approved is as follows:

- a.
- b.
- c.
- d.

Hourly rates are as on attached Exhibit A.

## **7.7. ASSIGNMENT AND PERFORMANCE**

7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 8.6.

7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the

duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.

7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFQ without the Contract Administrator's prior written approval.

## **7.8. INDEMNIFICATION OF CITY**

Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

## **7.9. INSURANCE**

7.9.1. CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed suitable insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance, etc. as is required in the RFQ.

## **7.10. REPRESENTATIVE OF CITY AND CONSULTANT**

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.

7.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Task Order shall be addressed.

#### **7.11. ALL PRIOR AGREEMENTS SUPERSEDED**

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### **7.12. CONSULTING TEAM**

7.12.1. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.

7.12.2. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.

7.12.3. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.

7.12.4. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.12.5. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.12.6. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

### **7.13. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

City of Key West  
3140 Flagler Ave  
Key West, FL 33040

FOR CONSULTANT:

### **7.14. TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any task order and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

### **7.15. INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this

Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

#### **7.16. CONSULTANT'S STAFF**

- 7.16.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.
- 7.16.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.16.3. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

#### **7.17. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### **7.18. THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or subconsultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

#### **7.19. CONFLICTS**

- 7.19.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.19.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.19.3. In the event CONSULTANT is permitted to use subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

#### **7.20. CONTINGENCY FEE**

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

#### **7.21. WAIVER OF BREACH AND MATERIALITY**

7.21.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.21.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### **7.22. COMPLIANCE WITH LAWS**

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this



agreement. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

**7.23. SEVERABILITY**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement.

**7.24. JOINT PREPARATION**

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**7.25. PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

**7.26. APPLICABLE LAW AND VENUE**

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

**7.27. INCORPORATION BY REFERENCE**

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A – CONSULTANT/Subconsultants’ Hourly Rates

**7.28. COUNTERPARTS**

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

**REST OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY

ATTEST:

\_\_\_\_\_  
Cheryl Smith, City Clerk

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Jim Scholl, City Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Print Name of Secretary)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
Vice President

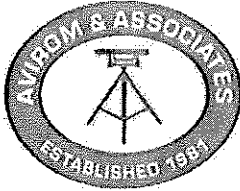
\_\_\_\_\_  
(Print Name of Vice President)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Exhibit A**  
**Hourly Fee Schedule**  
Date

<b>Position Title</b>	<b>Hourly Rate</b>
-----------------------	--------------------

---



**AVIROM & ASSOCIATES, INC.**  
SURVEYING & MAPPING

August 6, 2012

City Clerk  
City of Key West  
3126 Flagler Avenue  
Key West, Florida 33040

Re: *Response to Request for Qualifications No. 12-004*  
*Professional Surveying Services*

Dear City Clerk:

Avirom & Associates, Inc. is pleased to submit our response to the City of Key West's Request for Qualifications.

Avirom has the experience, expertise, manpower, flexibility and availability required to meet the goals established for the successful completion of projects assigned under this contract. Our firm has extensive experience working with municipalities and assisting in the enhancement of their communities. We are confident that we can meet the expectations of the City of Key West's contract for surveying services.

Avirom is committed to working with the City, offering our reputable level of client service and experience in the land surveying profession.

We thank you for the opportunity to submit our qualifications. Your consideration is greatly appreciated.

Respectfully,

Michael D. Avirom, P.L.S.  
President

/jc

### *Company Profile*

Michael D. Avirom, P.L.S. founded Avirom & Associates, Inc. in 1981. Since that time, we have established offices in Palm Beach, Monroe and Martin Counties. We are a company dedicated solely to the land surveying profession, with the philosophy to provide the highest quality product in a timely and professional manner. Our firm continues to achieve this through customer service, extensive knowledge of the land surveying profession and our commitment to excellence.

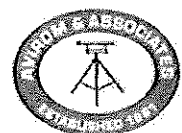
Our firm has a staff of 25 employees with an average length of service of 17 years. The dedication of our employees is a testament to Avirom & Associates' integrity and values as both an employer and a professional land surveying firm. We are one of the few firms in the State of Florida that has six Registered Land Surveyors. Our 31 year history represents our firm's strength and stability in the South Florida area.

We have worked with many engineering and architectural firms throughout South Florida, and we strive to provide them with a seamless product for their design. Our surveys have been the base maps for numerous designs, not only for engineering and architecture, but also landscape architectural and urban design firms. Our firm has considerable experience in creating legal descriptions, having submitted in excess of 200 submerged land leases throughout the State of Florida for the Florida Department of Environmental Protection and the US Corps of Engineers. We are knowledgeable and experienced with the formats and requirements of the agencies for submittal.

Avirom & Associates, Inc. has produced numerous surveys for private owners, commercial enterprises and municipalities. Our relationship with these municipalities extends beyond several years and continues to the present:

City of Delray Beach  
Florida Power & Light Company  
Town of Jupiter Inlet Colony  
City of West Palm Beach  
City of Boca Raton  
City of Lauderhill  
City of Coral Springs  
City of Tamarac  
City of Pompano  
Town of North Bay Village

Town of Highland Beach  
Village of Palm Springs  
Town of Gulf Stream  
City of Boynton Beach  
City of Deerfield Beach  
City of Hollywood  
City of North Lauderdale  
City of Pahokee  
City of Coconut Creek  
Town of Lauderdale-By-The-Sea

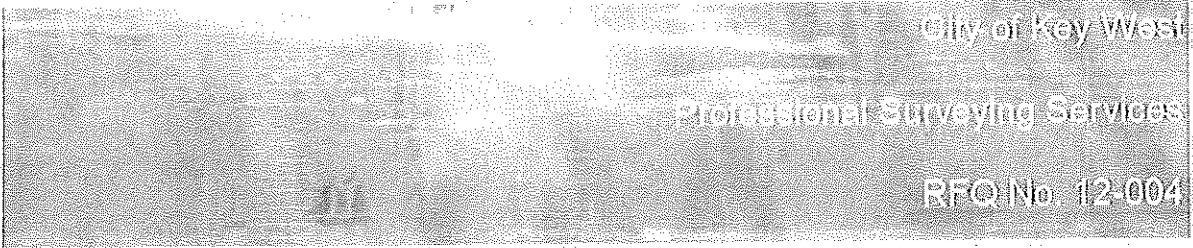


Avirom & Associates, Inc. has extensive knowledge and experience in all aspects of land surveying including, but not limited to, the following:

- ✕ Boundary/property surveys and analysis
- ✕ Topography surveys
- ✕ Easement surveys
- ✕ Roadway surveys
- ✕ Right-of-way surveys
- ✕ Preparation of easement or right-of-way exhibits
- ✕ Property line staking
- ✕ Review of right-of-way documents for developments
- ✕ Review of easement documents for developments
- ✕ Legal descriptions
- ✕ Construction staking
- ✕ Field design surveys
- ✕ GPS monument placement
- ✕ Flood plain/FEMA surveying/mapping
- ✕ GIS/AutoCAD map and database creation
- ✕ Aboveground utilities identification and mapping
- ✕ Underground utilities identification and mapping (with consultant)
- ✕ Cut and fill calculations
- ✕ As-built (record) surveys
- ✕ Aerial photography (with consultant)
- ✕ Title searches
- ✕ Coastal mapping
- ✕ Expert witness testimony
- ✕ Hydrographic surveys
- ✕ Mean high water line surveys
- ✕ Submerged land lease surveys
- ✕ Wetland location surveys
- ✕ Plat review for compliance with Chapter 177

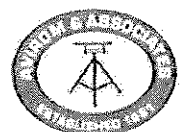
When the need arises for consultants to participate in a project (i.e. aerial photography and underground utility identification), Avirom & Associates will utilize the services of Ground Hound Detection Services, Inc. and Southern Resource Mapping, Inc. We have enjoyed a long standing relationship with these two firms for many years. Their services will be seamless to the City of Key West.





Avirom & Associates, Inc. utilizes the latest AutoCAD software. Avirom is knowledgeable and up-to-date with the latest advances in land surveying technology. Our crew communicates using Nextel Direct Connect system, allowing us instant access to staff in the field. Additionally, we have been utilizing GPS technology in our profession since 1990.

We strive to deliver our projects on or before the specified timeframe, and our repeat clientele and referrals are an endorsement to the quality of service that is the standard of our firm.



**CITY OF KEY WEST**  
**PROFESSIONAL SURVEYING SERVICES**  
**RFQ NO. 12-004**

**AVIROM & ASSOCIATES, INC. ORGANIZATIONAL CHART**

**CITY OF KEY WEST**

**MICHAEL D. AVIROM**  
 Professional Land Surveyor  
 President  
 Registration No. 3268  
 31 years / 39 years

**MARISHA KREITMAN**  
 Professional Surveyor & Mapper  
 Registration No. 5555  
 18 years / 18 years

**KEITH M. CHEE-A-TOW**  
 Professional Land Surveyor  
 Registration No. 5328  
 24 years / 39 years

**BILL EVANS, CST II**  
 CADD Technician  
 5 years / 20 years

**STEVE MCKEAN**  
 CADD Technician  
 13 years / 13 years

**MICHAEL J. AVIROM**  
 Party Chief  
 15 years / 15 years

**RUSSEL DAME**  
 Party Chief  
 22 years / 29 years

**JIMMY FRIDDLE**  
 Party Chief  
 15 years / 40 years

**MIKE HOWALD**  
 Party Chief  
 7 years / 28 years

**JOSEPH RICKE**  
 Southern Resource Mapping, Inc.  
 President  
 (Sub-Consultant)  
 SRS

**JEFFREY C. POPPE**  
 Ground Hoops Inspection Services  
 (Sub-Consultant)  
 GHS

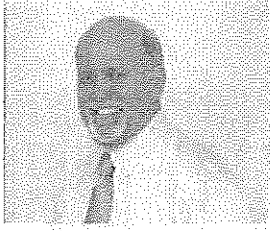


NOTE: Years with firm / Years of surveying experience



# Michael D. Avirom, P.L.S.

## President



**Experience Highlights**  
Over 39 years of  
land surveying experience

**Education**  
*Miami-Dade Junior College*  
Associate in Arts

*Florida Atlantic University*  
Bachelor of Business  
Administration

*Palm Beach Junior College*  
Associate in Science  
Land Surveying

**Professional Registrations**  
Professional Land Surveyor  
Florida

**Professional Affiliations**  
Florida Society of Professional  
Land Surveyors

Michael Avirom established Avirom & Associates, Inc. in 1981. Mr. Avirom's surveying expertise in boundary, aerial mapping, topography, jurisdictional wetlands, bathymetric, condominium surveys, expert witness testimony and construction layout distinguish him as a respected professional in the industry.

### **Project Experience**

**Village of Palm Springs** Route-of-line survey, base mapping of existing utilities above and below ground on over 100 linear feet of roadways for engineer's design, legal descriptions for easement acquisitions

**Highland Beach** Mapped town limits for the engineering design and construction of underground utilities

**City of West Palm Beach** Flagler Drive from SE 6<sup>th</sup> Street to SE 10<sup>th</sup> Street. Route-of-line survey, base mapping of existing utilities above and below ground for engineer's design. Provided soundings across Intracoastal and prepared submerged land easements for proposed forcemain

**City of Boca Raton, Downtown Promenade** Base mapping of all existing above ground improvements, utilities, right-of-ways, and easements for engineer's design

**Glades Road Water Treatment Plant, City of Boca Raton** Provided support for ground and topographic aerial mapping. Located existing above ground evidence of utility for engineering design

**Florida Power & Light Company** Statewide submerged land easements, obtained platted and sectional monumentation utilizing GPS to prepare approximately 200 survey sketches and legal descriptions for submerged land easements along the entire East Coast of Florida from Miami to Fernandina Beach and the west coast from Tampa south to Naples. Coordinated with divers for the location of underwater cables

**Boca Raton Hotel & Beach Club** Boundary, topographic and mean high water line surveys, prepared easements and submerged land acquisitions. Provided location of above and below ground utilities for engineering design

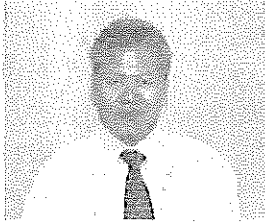
**Florida Power & Light Company, Levee-Midway** 500 kV transmission line survey - 140 mile corridor, survey for right-of-way acquisition, GPS control, legal descriptions, profiles, cross sections and construction layout, St. Lucie, Martin, Palm Beach, Broward, and Dade Counties, Florida

**Oceanfront Properties in Boca Raton, Highland Beach, Delray Beach and Hillsboro Beach** Boundary, topographic, mean high water line, erosion control line, coastal construction control line surveys and DEP permit surveys



# Keith Chee-A-Tow, P.L.S.

## Project Surveyor



### **Experience Highlights**

Over 39 years of  
land surveying experience

More than 18 years survey  
experience in the Bahamas

### **Education**

University of South Florida  
BA, Marketing  
1974

### **Professional Registrations**

Professional Land Surveyor  
Florida

### **Professional Affiliations**

Florida Society of Professional  
Land Surveyors

National Society of Geographic  
and Land Information Systems

Keith Chee-A-Tow has over 39 years of land surveying experience. Mr. Chee-A-Tow is experienced in boundary, topographic, hydrographic and GPS surveys, jurisdictional wetlands, aerial mapping and expert witness testimony.

### **Project Experience Specific for Monroe County**

**Ocean Key House, City of Key West** Prepared submerged land lease survey in accord with the Florida Department of Environmental Protection SLER 0950 Survey Requirements procedure for the resort's "Variable Floating Docks Configuration" comprised of 20,245 square feet of sovereign lands

**Little Palm Island, Hawk Channel** Established boundaries for beach re-nourishment and relinquishing of uplands based on Florida Department of Environmental Protection Disclaimer on lands lost to avulsion. Performed an ALTA/ACSM Land Title Survey with mean high water line survey on the entire island.

**Rockland Key, Monroe County** Boundary and topographic survey including establishment of a monumented witness line for mean high water meander line including jurisdictional wetlands mapping to facilitate mitigation on a 34 acre site. The legal description was a complex combination of various parent tracts less-outs and add-ins, with the Project Surveyor providing a review of the title commitment's description and adding encumbrances to the survey

**Summerland Key, Cudjoe Key, Upper and Lower Sugarloaf Key, Ramrod Key, Little Torch Key, Big Pine Key and No Name Key** (all right-of-ways) Aerial mapping and topographic route survey for Florida Keys Aqueduct Authority. Design of sewer and water systems. Easements for excess property submitted to FDOT District 6.

**Wisteria Island, Key West** Established witness monuments by use of GPS for mean high water survey; mapped areas of mangrove wetlands; upland topographic survey (1' contours) on a 23 acre island and hydrographic survey of 125 acre submerged land lease (2' contours)

**Bahama Village, Key West, Florida** Topographic route-of-line survey throughout Bahama Village from Duval Street southerly to Front Street, including the Truman Annex. Elevations were based on NGVD 1929, with benchmarks established at every intersection and mid-point of blocks. Sufficient boundary evidence was recovered to spatially place the right-of-way and platted lot lines within the digital AutoCAD file

**Monroe County Airport Marathon (MTH)** Establish horizontal coordinates, relative to the North American Datum of 1983 (NAD 83) and vertical elevations, relative to the North American Vertical Datum of 1988 (NAVD 88) at the thresholds of Runway 7 and Runway 25 and also the lens face of the two sets of the Precision Approach Path Indicator (PAPI) lights at both ends of the runways

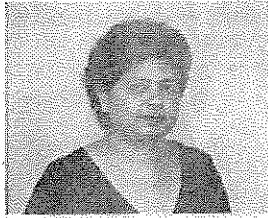
**Monroe County Watson Boulevard Bridge** Boundary and Topographic route-of-line survey for the restoration of the existing bridge along Watson Boulevard, a County road with drawings submitted and reviewed by FDOT District 6.

**Monroe County Animal Shelter** Prepared sketch and descriptions for acquisition of excess lands for submittal to FDOT District 6.



# Marisha M. Kreitman, P.S.M.

## Project Surveyor



**Experience Highlights**  
Over 18 years of  
land surveying experience

**Education**  
Florida Atlantic University  
BA, GIS  
2005

**Professional Registrations**  
Professional Surveyor & Mapper  
Florida

**Professional Affiliations**  
Florida Society of Professional  
Land Surveyors

Marisha Kreitman began working with Avirom & Associates, Inc. as a draftsman in 1994. She advanced to the position of Survey Technician while attending classes at Florida Atlantic University. In 2005, she graduated Magna Cum Laude with a degree in Geography: Geographic Information System. She became a Professional Surveyor and Mapper in July 2006. Ms. Kreitman has acted in the role of Project Surveyor. Her experience includes boundary and topographic surveys, route of line/topographic surveys, platting, ALTA/ACSM Land Title Surveys, condominium declaration exhibits and land descriptions with sketches for various documents such as submerged land easements, utility easements and land swap parcels. Ms. Kreitman has worked with clients to prepare special exhibits for submittal to government agencies.

### **Project Experience**

**Boca Beach Club** Boundary, topographic and mean high water survey, sketch and descriptions for easements and easement abandonments, special exhibits, specific purpose surveys, utility maps, bathymetric survey, condominium declaration exhibits, route of line/topographic surveys, submerged land lease field survey and replat 19 acre site

**Florida Atlantic University Research Park, Boca Raton** ALTA/ACSM Land Title surveys, exhibits, sketch and descriptions 45 acre site

**Wellington Green** ALTA/ACSM Land Title survey for 26 acre site

**Royal Palm Boulevard, Margate** Topographic survey for utility improvements along Royal Palm Boulevard

**City of North Bay Village** Route of line/topographic survey for a proposed force main along 79<sup>th</sup> Street Causeway and various residential streets east and west of the Intracoastal Waterway, submerged land easements, sketch and description for easements

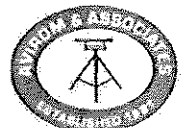
**Oceanview/Lakeview, Villa Oceana, Boca Raton** Boundary, topographic and mean high water line survey, ALTA/ACSM Land Title Survey, condominium declaration exhibits, submerged land lease field survey

**Oceanfront Properties in Boca Raton, Highland Beach, Delray Beach and Hillsboro Beach** Boundary, topographic, mean high water line, erosion control line, coastal construction control line surveys and DEP permit surveys

**Hillsboro/EI Rio Park, Boca Raton** GPS horizontal control, boundary, topographic and mean high water line survey including tidal survey 32 acre site

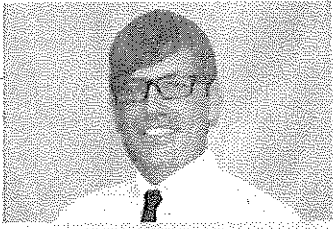
**Parrot Jungle and Gardens, Miami** GPS horizontal control, boundary and topographic survey of lease parcel

**Mizner Trail Golf Course** Boundary survey to Florida Minimum Technical Standards for 138 acre golf course, established GPS controls and coordinated aerial mapping of the project



# Stephen McKean

## Survey CAD Technician



**Experience Highlights**  
13 years of  
land surveying experience

Stephen McKean has 13 years of survey experience including party chief, survey technician and AutoCAD draftsman. He is responsible for design surveys, topographic surveys, boundary surveys, control surveys and condominium documents.

### **Project Experience**

**Coral Springs Water Treatment Plant** Topographic survey used as base map for all design and plant upgrades. Construction layout and as-built services for contractors

**Marco Island Water Treatment Plant** As-built locations of all new piping installed for approval by the engineer

**Saint Andrews School** Boundary, topographic and tree survey for 80 acre site; reviewed title work and plotted applicable easements and exceptions; prepared legal descriptions for annexation of property and provided platting services

**Alexan Plantation** Construction layout and as-built for the entire underground infrastructure of the site, together with all roadways, parking, canal modifications, lakes and retention areas

**Forever 21 Expansion / Town Center at Boca Raton** Construction layout for new 7,200 square foot building expansion together with associated sanitary and drainage modifications needed to accommodate the new addition

**Broward County Water Treatment Plant 1A** As-built surveys along with miscellaneous surveying services for new facility

**St. Lucie Nuclear Power Plant** Aerial topographic survey of plant site, including rectified color raster image. Topographic surveys of directional bores, haul road, perimeter defensive areas and proposed building site, including elevation certificates

**U.S. Coast Guard Station Key West** Detailed topographic survey for engineering design and construction of new support facilities

**City of Lauderdale** Boundary, topographic and route-of-line surveys for numerous projects throughout the City along with GPS surveys and sketch and descriptions

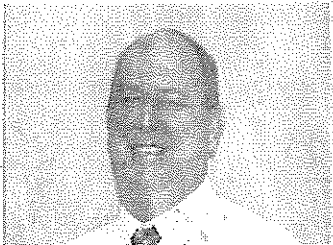
**Village of Palm Springs** Boundary surveys of numerous Village properties. Legal descriptions for utility easements, acquisitions and voting districts

**North Broward Preparatory School** Overall boundary survey of the 70 acre site in addition to detailed topographic and tree survey; descriptions for annexation into the City of Coconut Creek and survey support for construction layout of buildings and infrastructure



# William R. Evans

## Senior Survey CAD Technician



**Experience Highlights**  
20 years of  
land surveying experience

**Education**  
Pueblo Community College  
AAS, Civil Technology  
1992

Kaplan University  
BS, Information Technology  
2010

**Professional Certifications**  
A+, CST II

**Professional Affiliations**  
Microsoft Partner  
Microsoft Corporation

Mr. Evans has 20 years of survey experience including party chief, survey technician and AutoCAD draftsman. He is responsible for design surveys, topographic surveys, boundary surveys, control surveys, and condominium documents.

### **Project Experience**

Florida Department of Transportation Turnpike widening from Boca Raton to Delray Beach, Palm Beach County, Florida

Florida Department of Transportation Turnpike Extension widening from I-75 to the 836, Broward and Dade Counties, Florida

Miami International Airport, Concourses D, H & J Field and office work, Miami, Florida

Village of Palm Springs, Palm Beach County Route-of-line survey; base mapping of existing utilities above and below ground for engineer's design; legal descriptions for easement acquisitions

City of Lauderhill, Veterans Park / Lauderhill Fire Station Boundary and topographic survey of this 9.7 acre park and fire station; base mapping for future improvements of the addition to the fire station, parking and infrastructure

City of Lauderhill, Meditation Park Boundary, topographic and tree survey of this 2 acre park for inventory of City assets; base mapping for future improvements

Military Trail Widening, Palm Beach County Glades Road to Yamato Road, Boca Raton, Florida

Pine Crest School, Fort Lauderdale Boundary, topographic and tree survey for design purposes, including topographic map for engineer and architect's design; planning of renovations and additions of the school; survey support for the construction of buildings, water, sewer, drainage and parking improvements

Florida Atlantic University, Boca Raton Topographic surveys for design of future improvements (360 acres)

City of Coconut Creek, Wiles Road and Lyons Road Route-of-line survey, base mapping of existing utilities above and below ground for engineer's design (5,600 linear feet)

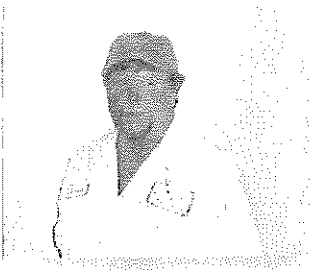
Coral Springs Public Safety Complex, Broward County Boundary and topographic survey for architect and engineer's design of police headquarters and fire substation renovation

Broward Community College, Central Campus, Coconut Creek Survey support for construction phase



# Russel Dame

## Field Crew Chief



**Experience Highlights**  
29 years of  
land surveying experience

Russel Dame has 29 years of survey experience as a field crew chief. He is responsible for design surveys, topographic surveys, boundary surveys, control surveys and condominium documents.

### **Project Experience**

**Boca Downtown Promenade** Base topographic and tree survey for engineering design along with land surveying services to the contractor for all phases of construction of this City of Boca Raton Downtown Beautification project

**Cape Canaveral Plant / Florida Power & Light Company** Boundary and topographic survey for the 81 acre site. Established the ordinary high water line and showed delineated wetlands, mangroves and trees. Horizontal and vertical control on 25 monitor wells across the site

**Florida Atlantic University** Topographic surveys for the parking garage, Recreation and Wellness Center, Gladys Davis Pavilion, Alzheimer's Assisted Living, Henderson School, Forkas Alumni Center, Heritage Park, Slattery Center and batting cages along with boundary survey for the Palm Beach State College lease parcel

**C-2 Canal Widening (Basin A)** Utilizing GPS for the horizontal control layout of 9,000 linear feet beginning at Bent Creek Road and continuing south

**Riviera Plant / Florida Power & Light Company** Boundary and topographic survey of 33 acre site including establishing the mean high water line and showing delineated wetlands, mangroves and trees

**Atlantic Community High School** Topographic surveys, construction layouts and grading, and as-built surveys

**Mizner Trail Golf Club** Boundary survey which included photogrammetric mapping methods to graphically depict the interior improvements of the golf course tracts

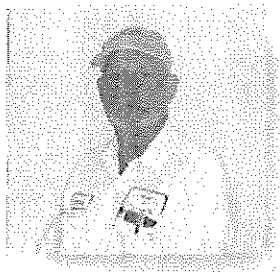
**Glades Road Water Treatment Plant** Ground and aerial topographic mapping of 46 acre site. Additional design surveys for modification and/or expansion of the existing facility

**Palm Beach International Airport Air Traffic Control Tower** Horizontal and vertical control and all necessary land surveying services for construction of a 240 foot air traffic control tower and a 9,000 square feet ATBM base building on a 4.4 acre site

**200 East Palmetto** Boundary and topographic survey for design of the project along with platting of the property. Horizontal and vertical control for construction of the new multi-story residential/commercial building which included over 900 augercast piling



# Jimmy Friddle Field Crew Chief



**Experience Highlights**  
40 years of  
land surveying experience

**Education**  
Miami Dade College  
Surveying Classes

Jimmy Friddle has 40 years of survey experience as a field crew chief. He is responsible for design surveys, topographic surveys, boundary surveys, control surveys and condominium documents.

## **Project Experience**

**Lynn University** Overall boundary, topographic and tree survey of the site used as the base map for engineer's and architect's design, planning and renovations at the campus. On-site survey support for construction related projects

**Dick's Sporting Goods / The Fountains** Construction survey services for new store in a 60 acre shopping center. ALTA survey for the purchase of property, along with topographic and tree survey and the base map for engineer's and architect's design and renovations

**Bahama Village, Key West** Topographic route-of-line survey throughout Bahama Village from Duval Street southerly to Front Street, including the Truman Annex. Elevations were based on NGVD 1929, with benchmarks established at every intersection and mid-point of blocks. Sufficient boundary evidence was recovered to spatially place the right-of-way and platted lot lines within the digital AutoCAD file

**Cat Island, Flamingo Hills Resort & Marina, Bahamas (1,500 acres)** Topographic and boundary re-tracement survey with 1 foot contour to support the design of large slip marina, boutique hotel and marina village

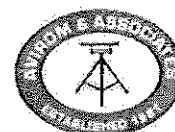
**Boca Raton Museum of Art** Surveying services for the building and infrastructure needed for the planning and design of the museum. Services included as-built surveys and final survey

**Rockland Key Commerce Center** Boundary and topographic survey; established a monumented witness line for mean high water line including jurisdictional wetlands mapping to facilitate mitigation on a 34 acre site

**North Broward Preparatory School** Overall boundary survey along with detailed topographic and tree survey. Survey support for construction layout of buildings and infrastructure

**Burnside Cove, Grand Bahama Island, Bahamas** Boundary survey of 1,500 acres including the location of creeks and the exclusion of a cemetery and North Riding Point Club. The survey was prepared in accordance with the regulations of the Bahama's Land Surveyors Act of 1975 and recorded in Bahamas Department of Lands and Surveys repository

**Office Depot World Headquarters** Boundary, topographic, tree and ALTA survey (30 acres) for purchase and for architect's and engineer's design use



# Robert Howald

## Field Crew Chief



**Experience Highlights**  
28 years of  
land surveying experience

Robert Howald has 28 years of survey experience as a field crew chief. He is responsible for design surveys, topographic surveys, boundary surveys, control surveys and condominium documents.

### **Project Experience**

**St. Thomas Aquinas High School** Boundary, topographic and tree survey used for engineering design of new facilities

**Atlantic Business Center** Boundary and topographic survey; surveying services for engineering design and development of 130 acres

**Saint Andrews School** Boundary, topographic and tree survey for 80 acre site. Located above ground evidence of utilities and provided survey support for construction layout of entire site

**Marco Island South Water Treatment Plant** Layout for the relocation of various types of yard piping to accommodate the construction of a new three million gallon water storage tank. Surveying services included the as-built locations of all new piping installed for approval by the engineer

**Pine Crest School / Fort Lauderdale Campus** Boundary, topographic and tree survey (7 acre portion of 50 acre campus) for design purposes. Survey support for construction of buildings, water, sewer, drainage and parking improvements

**Coral Springs Water Treatment Plant** Established plant grid system and benchmarks; topographic survey for base map for all design and plant upgrades; construction layout and as-built services for contractors

**West County Energy Site / Florida Power & Light Company** Boundary survey for original 3 acre site (expanded to 220 acre site). GPS control survey along with construction layout of the energy center

**Boca Raton Hotel, Golf Course & Beach Club** Boundary, topographic and tree survey of the hotel and golf course; mean high water line survey and tidal study; horizontal and vertical control from City benchmarks

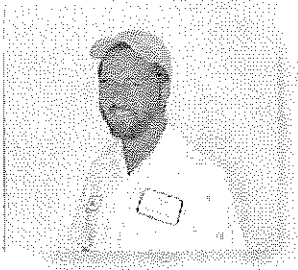
**U.S. Coast Guard Station Key West** Detailed topographic survey for engineering design and construction of new support facilities

**Tamarac Water Treatment Plant** Topographic survey for base mapping of the City water treatment plant for engineering design use of future upgrades and renovation to plant facility. Surveying services for construction of the new clearwell and electric building along with associated yard piping modifications





# Michael J. Avirom Field Crew Chief



**Experience Highlights**  
15 years of  
land surveying experience

**Education**  
Associate in Arts  
Palm Beach State College

Bachelor of Arts  
Geographic Information System

Michael J. Avirom has 15 years of survey experience. He is responsible for design surveys, topographic surveys, boundary surveys, control surveys and condominium documents.

## **Project Experience**

**Wisteria Island** Established witness monuments for mean high water line survey utilizing wide area network GPS; mapped areas of mangrove wetlands for mitigation; upland topographic survey with 1' contours on 23 acre island and hydrographic survey of 125 acre submerged land lease with 2' contours

**Mizner Trail Golf Club** Boundary survey which included photogrammetric mapping methods to graphically depict the interior improvements of the golf course tracts

**Chub Key, Club Site and Airstrip** Boundary survey of 3,000 acres in accordance with the Bahama Land Surveyor's Act of 1975 for recording in the Bahamas Department of Lands and Surveys. Topographic survey of 5,000 foot runway for re-surfacing; hydrographic survey with 1 foot contour of the existing marina and approach channel to support the expansion of the marina, which now accommodates 200 foot yachts and includes over 200 slips

**Riviera Plant / Florida Power & Light Company** Boundary and topographic survey of 33 acre site including establishing the mean high water line and showing delineated wetlands, mangroves and trees

**Boca Downtown Promenade** Base topographic and tree survey for engineering design along with land surveying services to the contractor for all phases of construction of this City of Boca Raton Downtown Beautification project

**Maiden Island** Hydrographic survey of 40 acres with 1 foot contours, including near shore profiles of this 21 acre private island located 1 mile off the northern coast of Antigua, one of the Leeward Islands, part of the Lesser Antilles

**John Mullin Park** Topographic and tree survey of a portion of this 28 acre park for inventory of City assets and base mapping for future improvements. Surveying services for construction of the new pool and recreation building

**Summerland Key, Cudjoe Key, Upper and Lower Sugarloaf Key, Ramrod Key, Little Torch Key, Big Pine Key and No Name Key** Aerial mapping and topographic route survey for Florida Keys Aqueduct Authority; engineering design of sewer and water systems; recovered and established right-of-way and platted lot lines

**Alexan Plantation** Construction layout and as-builts for the entire underground infrastructure of the site, together with all roadways, parking, canal modifications, lakes and retention areas



## *Experience*

Our firm's land surveying experience in Monroe County began in 1981 when the firm was established. This long term presence affords Avirom the knowledge and expertise necessary to fulfill this contract. We established our Key West office in 2009 to better facilitate our clients' needs in the Monroe County area.

We provided surveying services for the U.S. Coast Guard Station in Key West. This project involved the preparation of a detailed topographic survey for engineering design and construction of new facilities. Avirom established on-site benchmarks and utilized GPS technology to establish horizontal control positions. Our firm acquired precise horizontal and vertical locations of all above ground facilities including buildings, pavement, walks, utilities and docking facilities.

Avirom worked with Florida Keys Aqueduct Authority on a project in Lower Sugarloaf, Upper Sugarloaf, Cudjoe, Summerland, Ramrod, Little Torch, Big Pine and No Name Keys. The project involved the mapping of more than 16 miles of the Florida Keys for the engineering design of new sewer and water systems. Our services included aerial and conventional topographic mapping; establishing NGVD benchmarks; GPS controls; utility locations and inverts. We researched and recovered right-of-way and property control monuments. Additionally, we calculated plats and right-of-ways for development of the base map.

We provided services on the Richard A. Heyman Wastewater Treatment Plant project for the City of Key West. The scope of work included design and permitting to produce secondary quality effluent at a rate of 10 million gallons per day (MGD) of this 3 acre site. Avirom's responsibilities included recovering/setting monumentation; establishing NGVD 1929 benchmarks; topographic survey for engineering design; location of all above ground improvements and obtaining recorded plats and right-of-way maps.

Avirom & Associates, Inc., performed surveying services for the Key Largo Wastewater Treatment District on Key Largo Basins E and F. The project consisted of approximately 74,300 linear feet of right-of-way corridors where new sewer lines were to be designed and built. Avirom established baseline of survey and NGVD 1929 benchmarks; compiled platted subdivisions into database; located all above ground improvements and trees within limits of right-of-way and obtained cross section elevations. Avirom prepared a certified survey and computer files for engineering design.



Our firm worked on the Sigsbee Force Main for the City of Key West. The project involved proposed re-routing of an existing sanitary sewer gravity main which encompassed a five block segment. Avirom prepared a topographic survey for areas of proposed improvements, with locations of all existing infrastructure with the depicted survey limits, including above and below ground utilities.

Avirom & Associates, Inc. provided surveying services to Monroe County on projects at Marathon Airport (MTH), Watson Boulevard Bridge and the animal shelter in Key Largo.

The work at the airport consisted of establishing horizontal coordinates, relative to the North American Datum of 1983 (NAD 83) and vertical elevations, relative to the North American Vertical Datum of 1988 (NAVD 88) at the thresholds of Runway 7 and Runway 25 and the lens face of the two sets of the Precision Approach Path Indicator (PAPI) lights at both ends of the runways for location requirements according to the Federal Aviation Authority (FAA) specifications.

The work at Watson Boulevard Bridge consisted of performing a topographic route-of-line survey to support the restoration of the existing bridge along Watson Boulevard, a County road, with drawings submitted and reviewed by District 6 of the Florida Department of Transportation.

The work at the animal shelter was to create sketch and descriptions for the acquisition of excess lands from the Florida Department of Transportation (District 6) with submittals to the Department.



# U.S. Coast Guard Station Key West

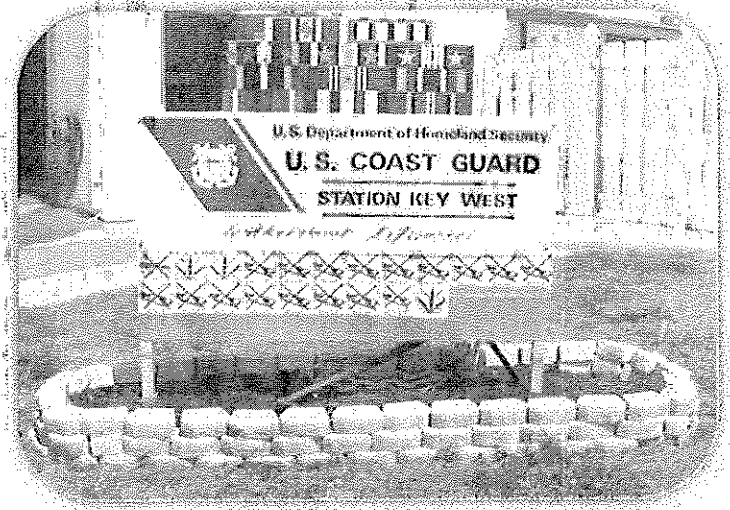
**Owner:**  
United States  
Coast Guard

**Client:**  
The Haskell Company  
111 Riverside Avenue  
Jacksonville, FL 32202  
(904) 791-4757  
Jonathan W. Peters

**Location:**  
Key West  
Monroe County, Florida

The United States Coast Guard Sector at Trumbo Point in Key West is a major base in the US Coast Guard 7th District.

The site is located adjacent to an active US Navy Installation (US Navy Annex, Key West, Florida). Access to the site is controlled by the Navy with all rules and regulations for working on the site enforced by the Navy.



Avirom & Associates, Inc. prepared a detailed topographic survey for engineering design and construction of new support facilities to accommodate the home porting of eight new Fast Response Cutters (FRC) due to arrive in June 2012. Services included the establishment of on-site benchmarks referenced to the National Geodetic Vertical Datum of 1929 (NGVD 29) by three-wire closed loop differential leveling referenced to published National Geodetic Survey benchmarks. Utilizing GPS technology, we established horizontal control positions referenced to the North American Datum of 1983, adjustment of 1990 (NAD 83-90). After the establishment of the control stations, we employed total station with data collector to obtain precise horizontal and vertical locations of all above ground facilities including buildings, pavement, walks, utilities and docking facilities with the location of the underground utilities by Ground Penetrating Radar (GPR).



Our crews were vetted following the procedure for the "Rapid Gate" security clearance which allows them unescorted access throughout the site.



# Bahama Village, Key West

**Owner:**  
City of Key West

**Client:**  
Kimley-Horn and Assocs.  
1221 Brickell Avenue  
Suite 400  
Miami, FL 33131  
(305) 673-2025  
Juan E. Jimenez

**Location:**  
Key West  
Monroe County, Florida

Bahama Village is a neighborhood in the City of Key West, Monroe County. It is located southwest of downtown, in Old Town.



Bahama Village covers over a 16 block area that lies southwest of Whitehead Street and northeast of Truman Annex, bordered by Whitehead, Southard, Fort and Louisa Streets. It is named for its many original residents who were of Bahamian ancestry.

The entrance to the village on Petronia Street has an open air flea market, shops and restaurants, and has recently become a small tourist attraction.



Avirom & Associates, Inc. performed topographic route-of-line survey throughout Bahama Village from Duval Street southerly to Front Street, including the Truman Annex to support the rehabilitation and new construction of sidewalks. Elevations were based on NGVD 1929, with benchmarks established at every intersection and mid-point of blocks. Sufficient boundary evidence was recovered to spatially place the right-of-way and platted lot lines within the digital AutoCAD file.



Controversial Key West chickens



# Little Palm Island Resort & Spa

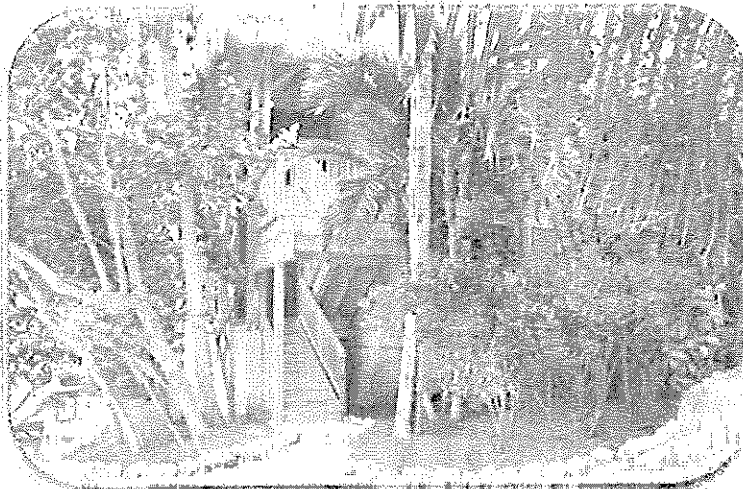
**Owner:**  
Noble House Hotel &  
Resorts

**Client:**  
Noble House Hotel &  
Resorts  
600 6th Street South  
Kirkland, WA 98033  
(425) 636-5640  
Jamie Colee

**Location:**  
Little Palm Island  
Monroe County  
Florida

Little Palm Island, formerly known as Little Munson Island, is located in Hawks Channel, a twenty minute boat ride from Little Torch Key at Mile Marker 28.5.

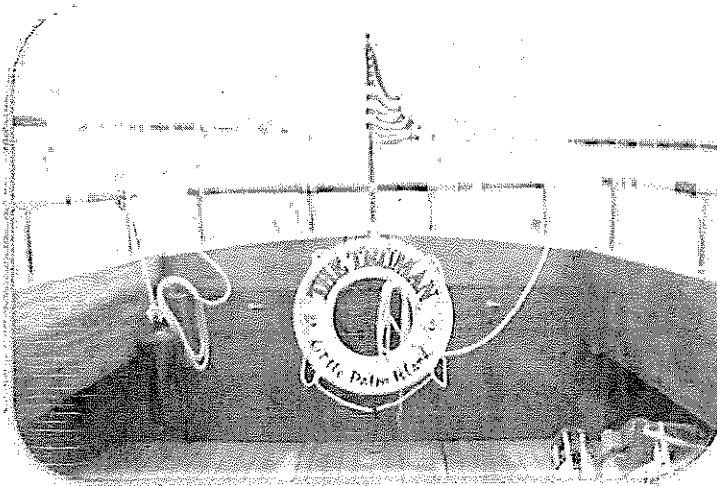
The private island is comprised of approximately 4.2 acres of upland with 15 thatched-roof bungalows featuring 30 suites, accommodating 60 guests. Native "guests" include over 100 species of birds, colorful iguanas and friendly Key Deer.



Avirom & Associates, Inc. established boundaries for beach re-nourishment and relinquishing of uplands based on Florida Department of Environmental Protection Disclaimer on lands lost to avulsion. We prepared an exhibit to revise the limits of lands to be relinquished to the State of Florida and to acquire formerly submerged lands for our client, based on a historical mean high water line. An ALTA/ACSM Land Title Survey with a Mean High Water Line Survey, recorded in the repository of the Florida Department of Environmental Protection (FDEP) was also performed.

After the FDEP approved the boundaries for the re-nourishment and relinquishing of uplands based on the above exhibits, a Consent Order was issued by the FDEP and Avirom & Associates re-mobilized to the island and staked the boundary according to the Consent Order.

Past distinguished guests are President and Mrs. Harry S. Truman; President John F. Kennedy; and Cliff Robertson during the filming on the island of the movie PT-109 in 1962.



# Lower Sugarloaf, Upper Sugarloaf, Cudjoe, Summerland, Ramrod, Little Torch, Big Pine and No Name Keys, Monroe County, Florida

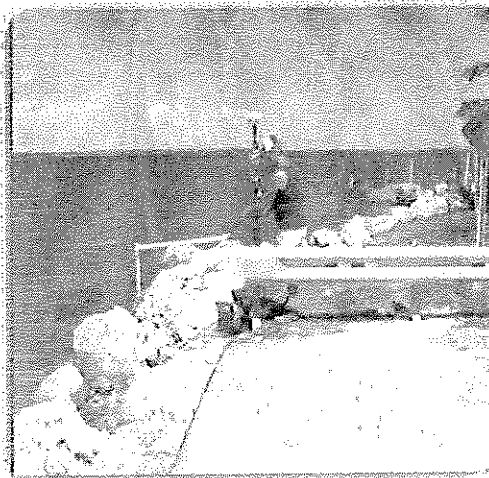
**Owner:**  
Monroe County

**Client:**  
Florida Keys Aqueduct  
Authority  
1100 Kennedy Drive  
Key West, FL 33040  
(305) 295-2142  
Donald Hubbs

**Location:**  
Lower Keys  
Monroe County, Florida



Avirom & Associates, Inc. performed aerial topographic mapping with rectified color raster image underlay, conventional topographic survey, utility locates and established benchmarks for construction. Sufficient boundary monumentation was recovered and located with GPS to spatially define the right-of-ways and platted lot lines within the digital AutoCAD file. The topographic route-of-line survey was comprised of both public right-of-ways and private roadways throughout each island, including the Overseas Highway (U.S. 1). To meet the specified timeframe of the project, a total of four field crews were mobilized and worked simultaneously utilizing both conventional survey methods and GPS methodology, with each crew equipped with mobile office technology.



The data generated by each crew was transmitted to the office staff for processing with daily updates to the end product.

Our crews were equipped with four Trimble R8 GNSS receivers, utilized as rovers, with a fifth used as a base station.



# Ocean Key House

**Client:**

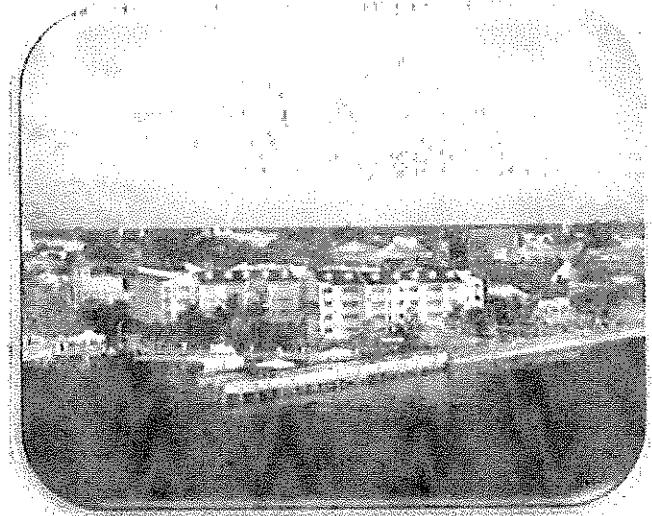
Ocean Key Associates  
600 6th Street South  
Kirkland, WA 98033  
(425) 636-5640  
Jamie Colee

**Location:**

Key West  
Monroe County, Florida

Ocean Key House is a Noble House Hotel & Resort located at 0 Duval Street, which is at the very end of Duval Street where it intersects the waters of Key West Harbor.

Ocean Key House is adjacent to Mallory Square in historic Old Town Key West, offering a spectacular view of the Key West sunset.



Avirom & Associates, Inc. prepared a submerged land lease survey in accord with the Florida Department of Environmental Protection SLER 0950 Survey Requirements procedure for the resort's "Variable Floating Docks Configuration" and Sunset Pier comprised of 20,245 square feet of sovereign lands.



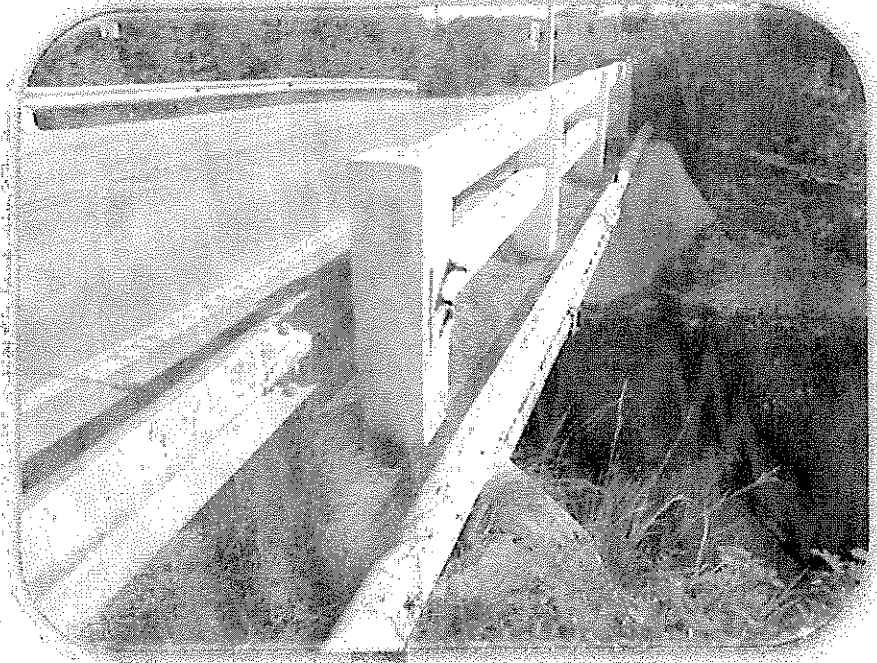


# Watson Boulevard Bridge

**Owner:**  
Monroe County

**Client:**  
CH2M Hill  
225 E. Robinson Street  
Orlando, FL 32801  
(904) 527-5908  
Randy Mock

**Location:**  
Watson Boulevard  
Big Pine Key  
Monroe County, Florida



This bridge is located along Watson Boulevard, a County roadway on Big Pine Key servicing No Name Key, crossing an unnamed canal.

Avirom & Associates, Inc. performed a topographic route-of-line survey to support the design for the restoration of the existing bridge, with drawings submitted and reviewed by District 6 of the Florida Department of Transportation.



### *Quality Assurance/Quality Control and Project Management*

Avirom & Associates, Inc. utilizes our firm's quality assurance, quality control and project management policy from the inception of a project to ensure the project is carried through to completion in the most efficient and timely manner.

Our firm's quality assurance, quality control and project management approach is as follows:

A detailed statement of the scope of work and required services from our client is our first step. Along with the scope, we define the standards for the project to enable us to determine the surveying and mapping criteria. Any unique requirements of the client for the project are taken into consideration together with the drafting standards to be used and the format for the final deliverables. Therefore, a coordination conference between the City and Avirom to discuss layering methods and file format for delivery is highly suggested. It is always our goal that our final survey documentation fits seamlessly into the systems of the City and its subconsultants.

Next we determine our fees based upon the scope of work. Realistic schedules are set at the start of the project and every effort is made to meet agreed upon timeframes. Progress reports are routinely issued on an agreed upon schedule and, depending on the size of the project, phased progress deliverables can be arranged. These reports track timeframe and costs for the project and assist in the planning and scheduling for the remainder of the project. The hours, direct and indirect costs are tracked by our accounting software.

Once the scope is established, timeframes are set and a notice to proceed is received, we take the following steps to ensure the quality of the project:

- ✦ Project Surveyor will coordinate with City staff to develop a project scope of services to meet the needs of the City
- ✦ Develop survey plan for implementation of project scope
- ✦ Research for plats, right-of-ways, controls, prior surveys, benchmarks, etc.
- ✦ Tailgate meeting with survey crew to discuss parameters of the project and safety procedures
- ✦ Determine the technology necessary for the project and establish equipment to be used in the field
- ✦ Mobilize field crew(s)
- ✦ Ongoing review of project standards, criteria and checklist
- ✦ Daily review of field notes for inaccuracies, including checks to ensure that the scope of work and standards are met



- ✦ Ongoing communication between project manager and field crew on a daily basis with special emphasis on the transmittal of data, quality control, safety, cost and schedule adherence
- ✦ Process survey field data and prepare final drawings
- ✦ Field review by project manager for quality assurance and to ensure that the work meets Florida State Statutes and Minimum Technical Standards
- ✦ Deliverables to client

Our project staffing approach is defined by team assignments. When assigning each team, we specifically consider team members individually, their experience and project completion history. We then deploy the most suitable team for that project. By utilizing this team approach method, we are capable of producing high quality products within the allotted time period and always within budget.

Avirom & Associates, Inc. utilizes a chronological numbering system for in-house project organization. When a project is received and authorized, the next number is issued and the project is then recorded in a system based upon legal description. The legal descriptions are further broken down by county. The project, if applicable, is also cross-referenced by common name. When additional work is to be performed on a completed project, a dashed number is added to the original number, (i.e. 6000, 6000-1, 6000-2 etc.) as the project scope is changed or updated.

Avirom & Associates, Inc. conducts a monthly safety meeting with our field survey crews and quarterly safety meetings with office staff. Avirom & Associates, Inc. is a drug free workplace.

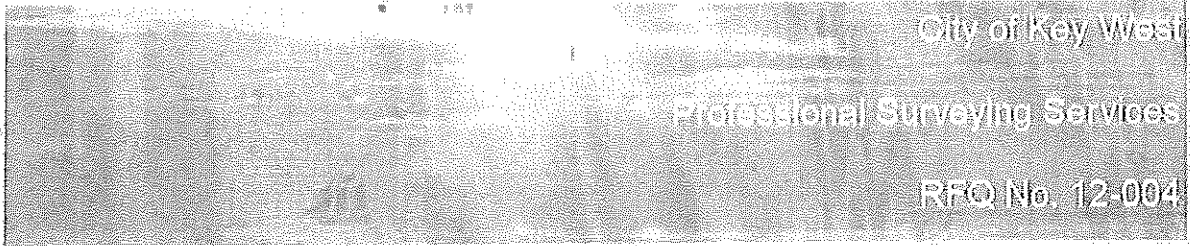
Throughout every stage of the project, quality checks are utilized. Field notes and data files are submitted at the end of each work day to the project surveyor. All our crews are equipped with mobile office capabilities. The field notes are then checked immediately, or early the next morning, by a survey technician whose responsibility includes drafting the work in AutoCAD and reporting any issues immediately to the project surveyor so corrective measures can be taken.

Our crews are equipped with Nextel; therefore, we can communicate directly with them if the need arises and any issues can be resolved prior to continuing the work.

After the drafting has been completed by the survey technician and a due diligence review by the project surveyor, the crew returns to the field with a copy of the survey to perform a field check to ensure that there are no omissions or errors with the product.

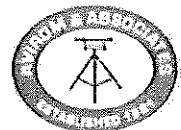
A final due diligence check is made by the project surveyor prior to signing, sealing and delivery to the client.

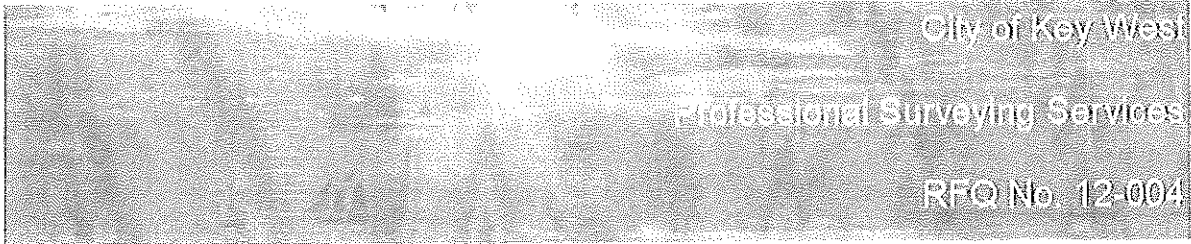




Avirom & Associates, Inc.'s quality assurance/quality control and project management policy has proven a solid tool in ensuring a high quality product in a timely fashion.

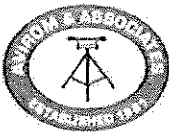
As a standard of practice, we apply a minimum of one hour supervision to eight hours of field crew work and one hour supervision to eight hours of drafting production. Therefore, 25% of a project surveyor's time would apply to supervision of field and office work based upon a full day's production in both aspects of land surveying. The balance of a supervisor's time typically is spent in client communication, communication with client's consultants, project research, calculations and review of legal documents including land descriptions, easements and other types of encumbrances on the property. This supervision varies with the type of work being performed. Resolving conflicting boundary control evidence would take longer to review and supervise than possibly a topographic survey. Any construction related stake out is immediately reviewed prior to releasing the construction stakes to the contractor for his use. We have found this review and checking of notes and procedures helps to eliminate the liability of construction related activities.





*Legal Actions*

Avirom & Associates, Inc. has not been a party to any legal actions within the last five years.



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF Palm Beach        )

I, the undersigned hereby duly sworn, depose and say that no portion of fees received as part of this RFQ 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.

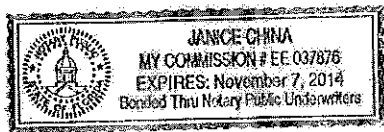
By: *Michael A. Avon*

Sworn and subscribed before me this

3 day of August, 2012.

*Janice China*  
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 OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFQ, RFP, Bid or Contract No. 12-004  
for Professional Surveying Services
  
2. This sworn statement is submitted by Avirom & Associates, Inc.  
(Name of entity submitting sworn statement)  
whose business address is 402 Appelrouth Lane, Unit 2E,  
Key West, Florida 33045 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 59-2101822 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is Michael D. Avirom 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.)

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.)

Michael D. Aviron  
(Signature) 8/03/12  
(Date)

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael D. Aviron who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 3 day of August, 2012.

My commission expires:  
NOTARY PUBLIC

Janice China





EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF Palm Beach        )

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

By Michael Avirom  
  *pres.*

Sworn and subscribed before me this

3 day of August, 2012

Janice China  
NOTARY PUBLIC, State of Florida at Large

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



*Client References*

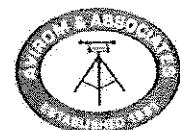
Holly Pfiester  
Monroe County Board of County  
Commissioners  
2798 Overseas Highway  
Marathon, Florida 33050  
(305) 481-0158  
Fax: (305) 289-2579  
pfiester-holly@monroecounty-fl.gov

Christopher A. Cornell  
Survey Section Chief  
City of Boca Raton  
201 W. Palmetto Park Road  
Boca Raton, Florida 33432  
(561) 393-7700  
Fax: (561) 416-3418  
ccornell@myboca.us

Bill Cole  
Town of Lauderdale-By-The-Sea  
4501 Ocean Drive  
Lauderdale-By-The-Sea, Florida 33308  
(954) 778-4265  
billc@lauderdalebythesea-fl.gov

J. Martin Cala, P.E.  
City Engineer  
City of Lauderhill  
5581 W. Oakland Park Boulevard  
Lauderhill, Florida 33313  
(954) 730-2960  
Fax: (954) 730-4241  
jmcala@laudershill-fl.gov

Randal L. Krejcarek, P.E.  
City Engineer  
City of Delray Beach  
101 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
(561) 243-7000  
Fax: (561) 243-7166  
krejcarek@ci.delray-beach.fl.us



# City of Boca Raton

CITY HALL • 201 WEST PALMETTO PARK ROAD • BOCA RATON, FLORIDA 33432-3765 • PHONE: (561) 393-7700  
(FOR HEARING IMPAIRED) TDD: (561) 387-7046  
SUNCOM: (561) 922-7700



January 25, 2011

## TO WHOM IT MAY CONCERN:

The City of Boca Raton and Aviron and Associates have had an excellent working relationship for approximately 30 years, the last nine (9) years being Consultant to the City. Mike and his team have always been very responsive to our request, ranging in scope from requesting information in a certain neighborhood to boundary surveys.

We have had many dealings with Aviron and Associates and they have always responded promptly and in a very professional manner, with Mike Aviron responding personally to our request. Our experiences with them have been very positive and I recommend them.

Sincerely,

A handwritten signature in dark ink, appearing to read "Enrique G. Vidaurreta".

Enrique G. Vidaurreta, PLS  
Land Surveyor  
Municipal Services/Engineering Services

EGV/tc

Engineering/Surveydept/Aviron01/25-2011



100 N.W. 1st Avenue

Delray Beach, Florida 33444

Phone: 561-271-2000

08 July 2011

RE: Recommendation Letter

To Whom It May Concern:

The City of Delray Beach has retained the services of Avirom and Associates, Inc. since December 2001. Since entering into a continuing services agreement with the City, Avirom and Associates, Inc. has completed route surveys, boundary surveys, condemnation surveys and plats, to name just a few.

Avirom and Associates has demonstrated, and continues to demonstrate, a very high level of competency and thoroughness when completing projects for the City. The City is glad to have Avirom and Associates, Inc. as a team member with respect to surveying services.

Sincerely,

Randal L. Krejcarek, P.E., LEED AP, GISP  
City Engineer

cc file

MAYOR  
Richard J. Kaplan, Esq.

VICE MAYOR  
Howard Berger

COMMISSIONER  
M. Margaret Bates

COMMISSIONER  
Hayward J. Benson, Jr., Ed.D.

# CITY OF LAUDERHILL



COMMISSIONER  
Ken Thurston

CITY MANAGER  
Charles Fafanilo

CITY CLERK  
Andrea Anderson

CITY ATTORNEY  
Earl Hall

## DEPARTMENT OF ENVIRONMENTAL & ENGINEERING SERVICES

May 2, 2011

To Whom It May Concern:

The City of Lauderdale has been working with Aviom & Associates since 2006. The company and personnel are extremely professional, personable, and efficient. The work is always of the highest quality and delivered consistently on-time and within budget. Their professionalism, knowledge and expertise in the land surveying profession have been invaluable to our Department.

Aviom & Associates has been chosen for the fifth straight year to provide the professional surveying services to the City compared to several other companies.

We are pleased to recommend Aviom & Associates for your surveying needs.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Martin Cala".

J. Martin Cala, P.E.  
City Engineer - DEES Assistant Director

 **ECKLER ENGINEERING, INC.**

---

January 25, 2011

To Whom It May Concern:

Avirom & Associates, Inc. and Eckler Engineering, Inc. have enjoyed a working relationship for well over 30 years. I have worked directly with both Michael Avirom and John Doogan on a wide variety of projects involving engineering design surveys. I find them to be extremely knowledgeable in their profession and efficient in their approach to our projects and surveying needs.

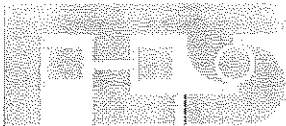
My experience with Avirom & Associates, Inc. shows their company to be competent, professional, and always quick to respond. We have worked directly with Avirom & Associates on projects in Broward, Palm Beach, and Monroe Counties.

Avirom & Associates, Inc. exhibits all the qualities desired in a land surveying firm and I would highly recommend them for all your surveying needs.

Sincerely,



Donald A. Eckler, P.E.  
President



FLYNN ENGINEERING SERVICES, P.A.  
1000 W. 11th Street  
Arlington, Texas 76010

January 25, 2011

**To Whom It May Concern:**

Flynn Engineering Services, P.A. has been working with Aviron & Associates, land surveyors, since our office first opened in 1993.

Since that time we have completed many projects with Mike and his firm and find them to be responsive, highly competent, thorough and willing to go that extra mile to satisfy our clients.

To that end, we can confidently recommend Aviron & Associates as your next land surveyor.

Sincerely,

FLYNN ENGINEERING SERVICES, P.A.

Jay M. Flynn, P.E.  
President

1000 W. 11th Street  
Arlington, Texas 76010

1000 W. 11th Street  
Arlington, Texas 76010

1000 W. 11th Street  
Arlington, Texas 76010

May 16, 2011

Re: Avirom & Associates


To Whom It May Concern:

Our firm has had the pleasure of working with Avirom & Associates, Inc. since 1992. Avirom's knowledge of land surveying and their commitment to customer satisfaction is second to none. We have worked together with Avirom on a number of occasions ranging from complete site development to municipal capital improvement projects. We could always rely on them for high quality, efficient and dependable surveying services. They are always willing to perform beyond the call of duty to ensure that the project is complete and professionally presented.

I highly recommend Avirom & Associates for your surveying requirements.

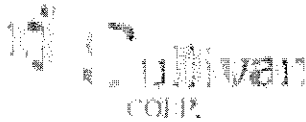
If you have any questions, please feel free to contact me at your convenience.

Sincerely,  
Diversified Construction & Engineering Services



Neal E. Janov, P.E. # 21998  
President





2001 N.W. 22nd Street  
Pompano Beach, FL 33069  
(954) 975-0088  
FAX (954) 975-3333

May 17, 2011

To Whom it May Concern

Re: Avirom & Associates, Inc.

We are a General Contractor specializing in the construction and rehabilitation of water and wastewater facilities in South Florida.

We have had the pleasure of working with Avirom & Associates for more than fifteen years. Avirom & Associates have successfully performed the surveying and specialized layout work for us on numerous projects. These projects have ranged from relatively small rehabilitation projects to complete large water and wastewater treatment plants.

We have no hesitation in recommending Avirom & Associates, Inc. Their approach to the work has always been thoroughly professional and the Owner, Engineer and Architect have always been very satisfied with the end result.

Sincerely,

Will Pulsford  
Senior Projects Manager



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

License No.: **LB3300**  
Expiration Date: February 28, 2013

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

**AVIRON & ASSOCIATES INC**  
70 SW 2ND AVE #102  
BOCA RATON, FL 33432-1799

**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.



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

License No.: **LS3268**  
Expiration Date: February 28, 2013

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

**MICHAEL DAVID AVIRON**  
50 SW 2ND AVE  
BOCA RATON, FL 33427

**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.





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

License No: LS5328  
Expiration Date February 28, 2013

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

KEITH MICHAEL CHEE A-TOW  
1355 EAST LANCEWOOD PLACE  
DELRAY BEACH, FL 33445

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address for licensure is listed is required by Chapter 472, Florida Statutes.



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

License No: LS6555  
Expiration Date February 28, 2013

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

MARISHA M KREITMAN  
50 SW 2ND AVENUE  
BOCA RATON, FL 33432

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

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



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 889-3955

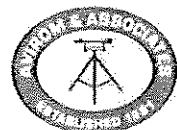
Business Name AVIROM & ASSOCIATES INC CCINDY:0019429  
Location Addr 402 APPELLGROTH LN  
Lic NBR/Class 13-00024310 SERVICE - PROFESSIONAL  
Issue Date: July 12, 2012 Expiration Date: September 30, 2013  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments: SURVEYOR

This document must be prominently displayed.

AVIROM & ASSOCIATES INC

AVIROM & ASSOCIATES INC  
50 SW 2ND AVE

BOCA RATON FL 33432



2012 / 2013  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2013

Business Name: AVIRON & ASSOCIATES INC

RECEIPT# #6110-102445

Owner Name: MICHAEL D. AMIRON  
Mailing Address: 50 SW 2ND AVE STE 102  
BOCA RATON, FL 33432

Business Location: 402 APPELROUTH LN #2E  
KEY WEST, FL 33040  
Business Phone: 561-392-2594  
Business Type: PROFESSIONALS (SURVEYING & MAPPING)

Rooms                      Seats                      Employees                      Machines                      Stalls

STATE LICENSE: 183306

Tax Amount	Number of Machines:		For Vending Business Only				Total Paid
	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Vending Type	
30.00	0.00	30.00	0.00	0.00	0.00	0.00	30.00

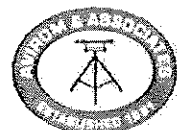
Paid 123-11-00006895 07/09/2012 30.00

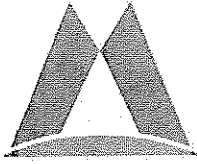
**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

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.





**Southern Resource Mapping, Inc.**

August 2, 2012

Mr. Keith M. Chee-A-Tow  
Project Manager  
**Avirom & Associates, Inc.**  
50 S. W. 2<sup>nd</sup> Avenue  
Boca Raton, FL 33432

**RE: Letter of Commitment**  
**City of Key West RFQ No. 12-004 Professional Surveying Services**

Dear Mr. Chee-A-Tow,

On behalf of Southern Resource Mapping (SRM), I am pleased to announce that we will be working as a sub-consultant to Avirom & Associates in support of the above referenced solicitation. We welcome the opportunity to join your team in support of the City of Key West's Professional Surveying and Mapping services effort.

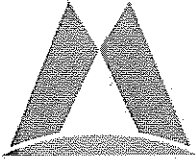
Avirom and SRM enjoyed a strong working relationship over the last 11 years and have successfully completed several large mapping design projects in the Florida Keys. These projects are described in a separate document sent with the letter.

Southern Resource Mapping, Inc is prepared to commit all necessary personnel, equipment and resources to provide photogrammetric and LIDAR services in support of this project.

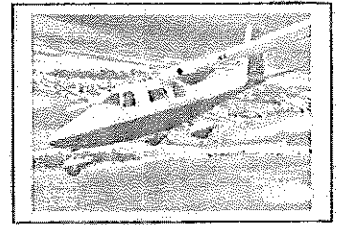
We look forward to working with the Avirom Team.

Sincerely,  
**Southern Resource Mapping, Inc.**

Joseph P. Ricke, P.S.M.  
President and Manager



**Southern Resource Mapping, Inc.**



**Completed Projects in the Florida Keys with Avirom & Associates**

**Lower Sugarloaf, Ramrod, Little Torch Big Pine and No Name Keys, Monroe County, Florida**

Sanitary Sewer Force Main and Transmission Systems Mapping at 1"=20', color digital orthophoto at 1"=20' for 346,275 lineal feet of roadways

Professional Fees: \$136,430

Year Completed: 2009

Client: Avirom & Associates

Project Manager: Keith Chee A Tow, P.L.S.

50 S.W. 2<sup>nd</sup> Avenue

Suite 102

Boca Raton, FL

(561) 392-2594

**Big Coppitt Key, Monroe County, Florida**

Sanitary Sewer Force Main and Location of Vacuum Stations and Transmission Systems

Professional Fees: \$108,845

Date Started: 8/28/07 Date Completed: 10/3/07

Client: Avirom & Associates

Project Manager: Keith Chee A Tow, P.L.S.

50 S.W. 2<sup>nd</sup> Avenue

Suite 102

(561) 392-2594



GROUND HOUND DETECTION SERVICES, INC.

A Professional Utility Locating Service

August 3, 2012

Mr. Keith M. Chee-A-Tow  
Project Manager  
Avirom & Associates, Inc.  
50 S.W. 2<sup>nd</sup> Avenue  
Boca Raton, FL 33432

**Subject: The City of Key West - (RFQ) No. 12-004:  
Professional Surveying Services**

Dear Chee-A-Tow:

Ground Hound Detection Services, Inc. (GHD) is dedicated to supporting The City of Key West and Avirom & Associates for Professional Surveying Services.

Should Avirom & Associates be awarded the contract for the referenced Solicitation, GHD commits to providing Utility Locating services as a Sub-consultant.

The following is a short list of similar projects.

"US Coast Guard Station," Home Porting FRC, Key West, FL  
"Saint Andrews Estates North" Boca Raton, FL  
"Taft Street Interceptor Pre-design" - Hollywood, FL  
"Broad Causeway," Bay Harbor Island, FL  
"Intracoastal Water Main Crossing," Manalapan, FL

We thank you for the opportunity to serve The City of Key West in this capacity.

Sincerely,

Jeffrey C. Poppe, President  
Ground Hound Detection Services, Inc.

2930 NW Commerce Park Dr., Suite 1  
Boynton Beach, FL 33426  
561-737-9800 t 561-737-1742 f

8810 Commodity Circle, Unit 23  
Orlando, FL 32819  
407-658-1030 t 407-658-1380 f

5570 Florida Mining Blvd. S. Suite 405  
Jacksonville, FL 32257  
904-854-9700 t 904-854-9701 f





## FLORIDA KEYS LAND SURVEYING

19960 OVERSEAS HIGHWAY  
SUGARLOAF KEY, FL 33042  
TEL: (305)394-3690  
FAX: (305)509-7373  
EMAIL: FKLSeMail@gmail.com

**RESIDENTIAL, COMMERCIAL &  
CONSTRUCTION SURVEYING SERVICES**

### COMPANY PROFILE

Florida Keys Land Surveying is a professional land surveying firm located on Sugarloaf Key. Florida Keys Land Surveying was established in 2010 and has been providing professional land surveying services to the lower keys ever since. Florida Keys Land Surveying utilizes the latest in Trimble surveying equipment technology. This includes RTK GPS systems, Digital Levels, Robotic Total Stations, Rotating Laser Levels, and Total Station DR technology. Florida Keys Land Surveying is capable of providing land surveying services on projects ranging from small residential boundary surveys, all the way up to multi million dollar design build projects. Florida Keys Land Surveying is staffed by local keys residents and strives to serve the local community with a true professional service. Florida Keys Land Surveying's staff has 40+ years of combined experience in the professional land surveying industry. Staff members include Eric Isaacs-PSM, Chris Beck-Crew Chief, Amaury Perez-Instrument Man, and Jeff Umla-Professional Draftsman. Florida Keys Land Surveying has recently provided professional land surveying services on a wide range of projects in the lower keys. Some of the most notable projects include Staking, Topographic surveys, and AsBuilt surveys for the current mitigation and airfield conversion projects at NASKW-Boca Chica, Staking and AsBuilt surveys for new sidewalk improvements on Atlantic Boulevard, Duck Avenue, Leon Street, Virginia Street, College Road, Staking and AsBuilt survey for reconstruction of Flagler Avenue, Elevation survey at NAS-Peary Court, Hydrological elevation data over entire island of Boca Chica Key for engineering design of water flow, Design survey of existing Sextons office at the City of Key West Cemetery, Staking and AsBuilt survey of old House Boat Row mitigation project, Staking and establishing benchmarks for new Naval Housing at NAS-Trumbo point, and many more. Florida Keys Land Surveying always provides a true professional service and is licensed and insured. When it comes to selecting a professional land surveying firm, consider the value of the final product. We look forward to working with your firm in the near future. Thank you.

---

Eric A. Isaacs-PSM



**FLORIDA KEYS  
LAND SURVEYING**

19960 OVERSEAS HIGHWAY  
SUGARLOAF KEY, FL 33042  
TEL: (305)394-3690  
FAX: (305)509-7373  
EMAIL: FKLSeMail@gmail.com

**RESIDENTIAL, COMMERCIAL &  
CONSTRUCTION SURVEYING SERVICES**

RELEVANT EXPERIENCE

NAVAL AIR STATION KEY WEST- BOCA CHICA AIRFIELD MITIGATION AND AIRFIELD CONVERSION PROJECTS

-CURRENTLY PROVIDING ALL DESIGN/BUILD SURVEYING SERVICES, INCLUDING UNDERGROUND UTILITY DATA, TOPOGRAPHIC DATA, BOUNDARY DATA, ENVIRONMENTAL DATA, CONSTRUCTION STAKING, ASBUILT DATA

SPECIFIC PURPOSE SURVEY OF SEXTONS OFFICE AT KEY WEST CEMETERY

-PROVIDED DESIGN SURVEY OF EXISTING SEXTONS OFFICE AT KEY WEST CEMETERY

CONSTRUCTION STAKING AND ASBUILT SURVEYS

-FLAGLER AVENUE  
-MULTIPLE STORM WATER DRAINAGE IMPROVEMENT SITES IN KEY WEST  
-ATLANTIC BOULEVARD  
-DUCK AVENUE  
-LEON STREET  
-VIRGINIA STREET  
-COLLEGE ROAD  
-NORTHSIDE DRIVE  
-EISENHOWER DRIVE

ELEVATION SURVEY OF EXISTING HOMES AT NAVAL AIR STATION-PEARY COURT

-PROVIDED ELEVATION DATA OF EXISTING HOMES AND CREDIT UNION WITH FEMA FLOOD ZONE IDENTIFICATIONS

HYDROLOGICAL SURVEY DATA FOR WATER FLOW STUDY OVER BOCA CHICA KEY

-PROVIDED REFUSAL AND NATURAL ELEVATION DATA FOR ENGINEERING DESIGN AND MODELING OF WATER MOVEMENT OVER BOCA CHICA KEY

CONSTRUCTION STAKING AND ASBUILT SURVEY

-OLD HOUSE BOAT ROW MITIGATION PROJECT-KEY WEST

ESTABLISHED STATE PLANE COORDINATE PRIMARY CONTROL NETWORK

-NETWORK WAS ESTABLISHED USING STATIC GPS OBSERVATIONS OVER THE ISLAND OF KEY WEST FOR COMPANY USE IN FUTURE PROJECTS

NAVAL AIR STATION-TRUMBO POINT

-CONSTRUCTION STAKING OF BUILDING PADS AND ESTABLISHED VERTICAL BENCHMARKS FOR CONSTRUCTION OF NEW NAVAL HOUSING

OKLAHOMA DEPARTMENT OF TRANSPORTATION

-PREPARED EASEMENT AND RIGHT OF WAY PARCEL DESCRIPTIONS AND MAPS  
-HISTORICAL BRIDGE SURVEYS  
-ESTABLISHED PRIMARY TARGET CONTROL NETWORK FOR AERIAL SURVEYS  
-ESTABLISHED HIGH ACCURACY HORIZONTAL AND VERTICAL GPS CONTROL NETWORKS

RESIDENTIAL BOUNDARY AND ELEVATION SURVEYS

-PREPARED BOUNDARY SURVEYS, FEMA ELEVATION CERTIFICATES, TOPOGRAPHICAL SURVEYS, BUILDING PERMIT SURVEYS, MEAN HIGH WATER SURVEYS, SUBMERGED LAND LEASE SURVEYS, PREPARED LEGAL DESCRIPTIONS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

-PROVIDED ABANDONED INJECTION WELL SURVEYS THROUGHOUT LOWER KEYS



**FLORIDA KEYS  
LAND SURVEYING**

19960 OVERSEAS HIGHWAY  
SUGARLOAF KEY, FL 33042  
TEL: (305)394-3690  
FAX: (305)509-7373  
EMAIL: FKLSeMail@gmail.com

**RESIDENTIAL, COMMERCIAL &  
CONSTRUCTION SURVEYING SERVICES**

STAFF PROFILES

Eric Isaacs-PSM

Eric is currently a licensed Professional Land Surveyor in the state of Oklahoma, and a licensed Professional Surveyor and Mapper in the state of Florida. Eric has been in the land surveying industry since 1994 and has worked on multiple state and federal projects of various scale. Eric was licensed as a Professional Land Surveyor in Oklahoma in 2006 and as a Professional Surveyor and Mapper in Florida in 2010. Eric has been certified by Trimble Navigation Limited as an advanced RTK GPS provider and has extensive experience utilizing the technology.

Chris Beck-Crew Chief

Chris currently oversees daily field operations for Florida Keys Land Surveying. He has been in the land surveying industry since 1975 and has worked on multiple state and federal projects of various scale.

Amaury Perez-Instrument Man

Amaury is a skilled and knowledgeable field hand. He has been in the land surveying industry since 1996 and has worked on multiple state and federal projects of various scale. Amaury attended Geomatics school in Santa Clara, Cuba and has great working knowledge of our field equipment and procedures.

Jeff Umla-Professional Draftsman

Jeff is a highly skilled draftsman and has been working in the engineering/surveying industry for 20+ years.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that no portion of fees received as part of this RFQ 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: ERIC ISAACS

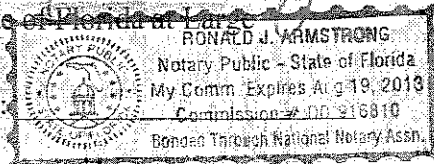
Sworn and subscribed before me this

24 day of July, 2012

Ronald J. Armstrong

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 OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with RFQ/RFP/Bid or Contract No. 12-004  
for PROFESSIONAL SURVEYING SERVICES
  
2. This sworn statement is submitted by FLORIDA KEYS LAND SURVEYING  
(Name of entity submitting sworn statement)  
whose business address is 19960 OVERSEAS HIGHWAY  
SUGARLOAF KEY, FL 33042 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 27-2742081 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is ERIC ISAACS and my relationship to  
(Please print name of individual signing)  
the entity named above is OWNER
  
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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

(Signature)

7/24/12

(Date)

STATE OF FL

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

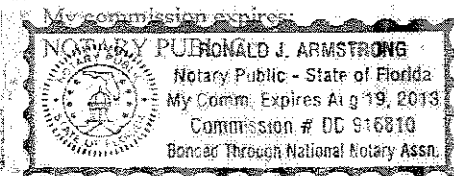
Eric Isaacs

(Name of individual signing)

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

space provided above on this 24 day of July, 2012

Ronald J. Armstrong



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )  
 ) : SS  
COUNTY OF MONROE )

FLORIDA KEYS LAND SURVEYING

I, the undersigned hereby duly sworn, depose and say that the firm of FLORIDA KEYS LAND SURVEYING 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: ERIC ISAACS

Sworn and subscribed before me this

24 day of July, 2012

Ronald J. Armstrong  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

