QUALIFICATIONS TO

CITY OF KEY WEST

RFQ # 18-002 Professional Surveying Services









Submitted by:

Mathews Consulting

A Baxter & Woodman Company www.baxterwoodman.com

March 28, 2018



March 28, 2018

Ms. Cheri Smith, City Clerk City of Key West 1300 White Street Key West, Florida 33040

Subject: City of Key West - RFQ No. 18-002 Professional Surveying Services

Dear Ms. Smith and City Officials:

Providing on-call surveying services to the City of Key West will require a consultant with the staff, equipment, and experience to respond promptly to the City's project needs. The City will benefit from Mathews Consulting's full-service survey team who will deliver the following:

- Knowledgeable team Project Manager Tom English is a Professional Surveyor and Mapper/ Professional Land Surveyor with more than 37 years of experience. His proactive approach and ability to identify potential issues before they happen offers added value to your projects. Our subconsultant, Cardno, is a recognized leader in the field of Utility Engineering, focusing on subsurface utility engineering, advanced surveying and mapping, and utility coordination. They will provide Subsurface Utility Engineering (SUE) services and supplemental surveying and Unmanned Aerial Systems (or "drone") support. Our combined resources will result in the efficient delivery of accurate survey services for the City.
- State of the art technology Leading edge surveying equipment with sub-centimeter accuracy increases the speed and precision of data collection. We regularly utilize Real Time Kinematic Global Positioning System (RTK GPS) units, robotics, digital levels, High-Definition Survey (HDS) laser scanning, GIS integration, and drone units.
- **Proven expertise** Our surveying team has extensive experience providing similar services in the Key West and Monroe County area. We have highlighted a variety of project examples that required land and topographic surveys, right-of-way and easement documentation, layout and staking, and more.

Our team is prepared to provide responsive, cost effective survey services as outlined in the City's Request for Qualifications document. Please contact us if you have questions or require additional information during your review of our submittal.

Sincerely,

MATHEWS CONSULTING, A BAXTER & WOODMAN COMPANY

David L. Mathews, PE Executive Vice President

dmathews@baxterwoodman.com

Mark L. Dachsteiner, PE Key West Region Manager

mdachsteiner@baxterwoodman.com

CITY OF KEY WEST

Professional Surveying Services

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OUR VISION

MAKING A POSITIVE DIFFERENCE

THROUGH INNOVATIVE

ENGINEERING SOLUTIONS



Team Overview Page **3**

TEAM OVERVIEW

Mathews Consulting, a Baxter & Woodman company, is a forward-thinking civil engineering firm dedicated to combining sound engineering practices with emerging technologies to provide sustainable, innovative solutions. We offer a full range of municipal services from project inception to construction closeout. Services for the City's surveying projects will be coordinated from our local Key West location:

1111 12th Street, Suite 310E Key West, FL 33040 P: 815-482-9124



Our Key West, Fort Lauderdale, and West Palm Beach offices are fully staffed with additional support readily available from our firm's 235 employees in seven other locations. Service disciplines include:



Surveying



Lighting



Electrical



GIS



Transportation



Stormwater



Water



Wastewater



Infrastructure



Bridges/Structures



Environmental



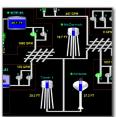
Construction



Public Outreach



Sustainability



Automation/Controls



Grants/Funding



Team Overview Page **4**

WHY CHOOSE MATHEWS CONSULTING, A BAXTER & WOODMAN COMPANY?



Demonstrated Success

Mathews Consulting has completed numerous surveying projects to support improvements related to residential/commercial site development, roadway reconstruction, utility rehabilitation and more for FDOT, Monroe County, and local municipalities. We have assembled a cohesive and experienced team who understands the City's expectations.



Collaborative Communication

Honest and proactive communication is a cornerstone of our business philosophy. We provide solutions as challenges are encountered and will work closely with City staff to make your project successful. We take ownership of our projects and develop practical solutions.



Innovative Use of Technology

Our experienced and full service surveying team will deliver innovative ideas to support our work in the City. Recently, our staff was able to complete **over three miles** of "as-built" data collection for a new water main in Middle Torch Key **in less than two days**. We completed this task by use of Virtual Reference Station (VRS) GPS technologies. Our team is committed to using state of the art surveying technology means and methods to save the City time and money.





Team Overview Page **5**



Cardno, Inc. 5670 Zip Drive, Fort Myers, FL 33905 239.277.0722 (office) | 239.277.7179 (fax) 3427 NW 55th Street, Fort Lauderdale, FL 33309 954.938.9389 (office) | 954.938.6909 (fax)

Founded in 1945, Cardno is a professional services company offering a wide range of integrated engineering, infrastructure, environmental, scientific consulting and field services to support public and private sector client projects. This includes our leading edge work in the field of Utility Engineering, which focuses on mitigating risk using subsurface utility engineering, advanced surveying and mapping, and utility coordination. With offices across the US, including our offices in Fort Lauderdale and Fort Myers, Cardno can quickly mobilize resources for your project.

Surveying and Mapping: Cardno began offering surveying and mapping services in 1991. Over the years, surveying and mapping has evolved to provide new ways of meeting clients' needs. It is no longer a simple field survey crew and equipment operation. New processes and tools such as: advanced electronic survey equipment, CADD, hydrographic echo sounders, LiDAR (aerial, mobile and static), unmanned aircraft systems (drone) technology and subsurface utility engineering have greatly expanded the capabilities of traditional survey.

Cardno offers a full spectrum of program management, land, control, field surveys, boundary and right of way, CADD drafting services, legal descriptions, easement takings, mapping, platting and bathymetric surveying services. Our experienced professional surveyors and field support personnel leverage their skills with such technologies as: GPS, robotic total stations, mobile mapping, 3D LASER scanners (ground-based LiDAR), unpiloted aerial vehicles, and digital/laser levels. Cardno strives to be the leader in survey technology; utilizing only the most advanced survey equipment available allows our staff to be more efficient and cost effective while completing tasks. For example, our dual-frequency GPS receivers enable us to cover all methods of GPS surveying, from National Geodetic Survey bluebook surveys to real-time kinematic positioning. This equipment reduces our crew size requirements, and vastly broadens our survey capabilities. For our clients, this means accurate, efficient and cost-effective surveying services.

Subsurface Utility Engineering: Cardno began providing subsurface utility engineering services in 1993 and has been a trailblazer in its evolution. Cardno has more professionals, equipment and vehicles than any other firm, making us the largest subsurface utility engineering provider in the world. Our Subsurface Utility Engineering Technology includes: single-frequency locators, multi-frequency locators, Ground Penetrating Radar (GPR), high-frequency concrete imaging GPR, multi-channel radar tomography, Dual SPAR, time domain electromagnetics (TDEM), acoustic wave locators, and utility inspection cameras.

We are recognized by the FHWA, many state departments of transportation, the Federal Aviation Administration and other transportation infrastructure authorities as a leader in subsurface utility engineering. Across the United States and internationally, Cardno associates are actively involved in industry associations, technical research, and the development of industry standards and guidelines. As a result of this and our extensive practical experience, we are frequently sought out for speaking engagements and to conduct training sessions regarding subsurface utility engineering, utility coordination and utility conflict analysis.

Inaccurate utility information can result in costly conflicts, damage, delays, service disruptions, redesigns, claims, and even injuries or loss of lives. To reduce these risks, Cardno manages all aspects of utility relocations, including avoiding and resolving utility conflicts and addressing construction conflicts. Our client base includes:

- > over 42 state departments of transportation,
- > an extensive list of cities, counties and other municipal agencies throughout the United States,
- > education and health campuses,
- > airport and port authorities,
- > rail and regional transportation agencies,
- > Department of Defense installations
- > industrial facility owners,
- > engineering consultants and contractors, and
- $> \quad \hbox{private utility owners.}$

Cardno was an integral part of the creation of the American Society of Civil Engineers' (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). Two current associates served on the 12-member committee responsible for development of the standard, including Committee Chair, Jim Anspach, PG, F.ASCE and Committee Vice-Chair and former Federal Highway Administration representative C. Paul Scott, PE. Mr. Anspach is currently serving as chair of the committee tasked with updating the standard. Cardno draws from this personal knowledge to assure proper application of the standard in our clients' subsurface utility engineering programs.









KEY WEST & MONROE COUNTY EXPERIENCE

Mathews Consulting and Cardno serve several clients in the region, including Monroe County, Florida Keys Aqueduct Authority (FKAA), Florida Department of Environmental Protection (FDEP), the City of Marathon, and other public/private agencies. Representative projects include:



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MATHEWS CONSULTING	
FKAA - Duck Key Reclaimed Water Pumping Facility	FKAA - Islamorada Distribution Pump Station
FKAA - Duck Key Utility System Improvements	FKAA - Big Pine Key Distribution Pump Station
FKAA - Key Haven Utility Improvements	FKAA - Key Haven Lift Station & Force Main
FKAA - Central Cudjoe Regional Wastewater	FKAA - Seawater Treatment Facilities Alternatives
Collection System (Inner Islands)	Evaluation
FKAA - Boca Chica 24-inch Water Main Repl.	FKAA - Marathon Distribution Pump Station
FKAA - Middle Torch Key & Big Torch Key LPSS	FKAA - Big Pine Key Distribution Pump Station
FKAA - No Name Key LPSS	Monroe County - On-Call Engineering Services
FKAA - General Engineering Assistance	City of Marathon - Continuing Services Contract
FKAA - Stock Island Pump Station Drainage Well	Ocean Reef Club - Floridan Aquifer Water Well #7
CARDNO	
FDEP - Florida Keys Ecosystem Boundary Amend.	FDEP - Card Sound Rd. Surveys & Field Mapping
FDEP - Florida Keys Land Acquisition Program	Monroe County - Card Sound Rd. Surveys
Sauer, Inc Key West Airfield SUE Services	Monroe County - LiDAR Collection
Sauer, Inc Key West SUE Services	Eckler Eng Key Largo Sanitary Design Ph. 1 & 2
WF McCain & Assoc Key Largo Basins G & H	Weiler Eng Key Largo Basin 1
JL Woode Ltd Key West Hotel Collection	Eckler Eng Key Largo Basin B Testholes Phase 2
Key West Pipeline Co Key West Pipeline Trumbo	Burns & McDonnell - Key West Gen-NAS Boca
Annex	Chica Field
CH2M Hill - NAS Key West Truman Annex	FL Power & Light - Turkey Point Fossil Fuel Plant
Forsyth & Brugger - Strategic Planning for Bald	Harbor Course Properties - OR Golf Partners, Key
Eagle Nest, Parmalee Key	Largo



September 1, 2017

Mathews Consulting has provided Professional Engineering Services to the **Florida Keys Aqueduct Authority** since January 1999. Services include engineering design, permitting, bidding, public outreach and construction administration services.

Mathews Consulting was also recently re-selected to continue providing Engineering Services to the FKAA through our Capital Improvements Projects and General Engineering Services Contracts. We are **very pleased with the quality of work and responsiveness** of Mathews Consulting and **recommend their engineering services**.

JoLynn Reynolds, Manager of Engineering Florida Keys Aqueduct Authority, Key West, FL



STRATEGY FOR SUCCESS

DELIVERING TIMELY & ACCURATE SURVEYING SERVICES TO THE CITY

Tom English, PSM, PLS will serve as your primary point of contact. He will coordinate the project team with support from our Key West Regional Manager, **Mark Dachsteiner, PE**. Mathews Consulting proposes a standard, well-defined approach consisting of multiple steps that correlate to each other in a logical sequence and that set consistent expectations for the team.

Our goal is to minimize the City's time and effort by delivering turn-key surveying services!

Notification

Upon notification of an upcoming project, our team will obtain and review the scope's detailed information and discuss project-specific goals with the City. A site visit will be completed to gather preliminary information (e.g. field measurements/sketches, photographs, notes, MOT requirements, need for permits etc.) useful in interpreting the requested task. At the same time, team members will be assigned based on the specific needs of the project. We will start the collection of available information as needed, such as horizontal and vertical control, plats and right of way maps information, construction plans, tax maps and other existing documents.

Scoping and Resources Management

Following notification and analysis of the gathered information, the project team will develop an approach that provides support to the City in a timely and efficient manner. A thorough scope and estimate of staff hours needed will be developed. Prior to finalizing the scope and negotiations of an assignment, a strategy meeting will be held, if necessary, with our subconsultant, **Cardno**, to discuss identification of specialized equipment, QA/QC processes and plan, database management, availability and project safety concerns. Field work and office support activities will be scheduled to complete the requested tasks within the anticipated time frame.

Notice-to-Proceed and Field Work

After receiving notice-to-proceed, a kick-off meeting will be held to confirm that the team members are familiar with the final project scope, schedule and allocated budget. Field packages with the scope of services, database management plan, project location maps, historical survey documentation, field books and other pertinent project information will be prepared. Safety precautions will be identified prior to mobilization. Following these preliminary activities, the team's field staff will mobilize to the project site to commence survey tasks using the latest survey equipment available. Continuous communication among the team members will be fundamental to the success of the project. Project activities will be closely monitored for completion within schedule.

Processing and QA/QC

Field notes will be downloaded and checked daily for completeness. Information from the field will be stored on the company's servers connected via VPN enabling the team to access this information remotely if needed. As field survey information goes under processing, our team will review the data prior to importing it into the survey database; this review will also apply to information received from Cardno. Deliverables (interim, draft and final) will go under a series of quality control reviews.



Quality Control Reviews

Each survey task will have key milestones at which Mathews Consulting will complete comprehensive QA/QC reviews. Quality controls will be implemented from the review of the field notes to the final deliverables in a systematic and organized way. From the survey technician to the quality control manager, several key staff will be providing reviews on the quality of our product throughout the project duration to identify potential errors and omissions.

Our team will submit the deliverables in full compliance with current applicable Florida Statutes (Chapter 5J-17 Florida Administrative Code), requirements of the City of Key West (City), FDOT manuals, memorandums, standards, handbooks, guidelines, and any other identified specification documents. We will also review the deliverable files received from Cardno for compliance with scope documents and expectations.

This review process will promote adherence to the approved QC plan including confirmation of scope, schedule, fee estimate, research materials, check plots, calculation sheets, maps and electronic data. An open line of communication with the City's Engineering Department means that any item requiring further attention will be promptly addressed. Mathews Consulting will fully check the deliverables for compliancy with the City's specifications and requirements (e.g. a check list will be prepared) before making the final submittal to the City. Our QA/QC plan focuses on setting clear expectations with the whole team to create a process that is seamless, comprehensive and trackable.



Delivery and Reporting

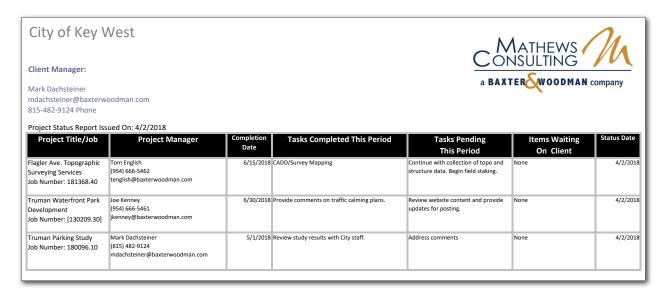
Mathews will complete the survey tasks and submit databases, copies of field notes and deliverables in accordance with the City's requirements and preferences. The project's budget will be closely monitored on a weekly basis as staff completes their time sheets and produce supporting information that will be used for invoicing. Weekly field progress reports and office support logs will be submitted with the monthly survey invoices. All invoices are reviewed prior to delivery and any email correspondence with regards to the contract terms or release of supplemental work will be included with the invoices.



PROMOTING PROACTIVE COMMUNICATION

Efficient and effective communication promotes project success and demonstrates a consultant's accountability. We tailor our project management to fit your needs.

- *Scoping Meeting:* At initiation we meet with City staff to determine and document the limits of the project, as well as information on key stakeholders, environmental attributes, historical data, etc. Cost and potential impacts to residents will be identified early in the planning process to meet budget and maintenance goals.
- *Project Status:* We will provide monthly project status reports. These updates will help you and your staff keep current during all phases of your projects and give you the opportunity to provide us with feedback (see sample status report below).
- Quality Control/Assurance: Peer reviews are conducted by similarly experienced senior engineers, constructability reviews by the construction department, and operability reviews by licensed operators.
- *Obtaining Your Feedback:* Upon project completion we will meet with staff to get feedback from you and learn what project elements the City has found to be successful.



READINESS TO SERVE

Our project team stands ready to begin working for the City right away. The same week we receive notice to proceed, we will schedule a meeting with staff to discuss the City's process for completing your surveying projects. We commit to beginning work on projects within one week after we receive the project.

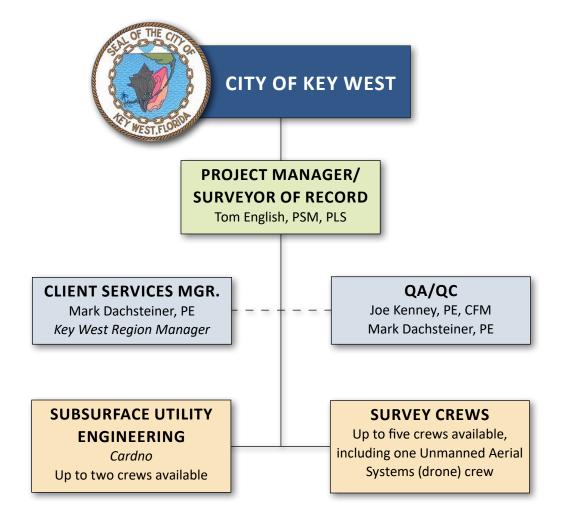


PROJECT TEAM

RESPONSIVE SERVICE

With a staff of 25 employees based in South Florida, Mathews Consulting will deliver timely responses to submittals and inquiries, and clear communication of project status to the City. Our Key West staff is readily available to provide prompt assistance for your project needs.

Our subconsultant, Cardno, allows us to expand our surveying resources and capabilities to better meet your needs and will provide Subsurface Utility Engineering (SUE) and Unmanned Aerial Systems (UAV or "drones") support.



TEAM EXPERIENCE SUMMARIES

Experience summaries for key team members are included below. Due to page limitations, only the Project Manager's resume has been included; additional detailed resumes can be provided upon request. Licenses are included in the Appendix.

Tom English, PSM, PLS Project Manager/Surveyor of Record

Office Location: Mathews Consulting, Fort Lauderdale, FL Education: Civil Technology, Middlesex County College

Tom brings 37 years of experience working with various state Departments of Transportation, including Florida, New Jersey, New York, Louisiana, and Pennsylvania. He is proficient with various types of surveys (ALTA, title, topographic, and boundary). Tom is also well versed in commercial/civil land planning and design, residential subdivision and transportation route analysis, geodetic control, construction stakeout and as-built survey, including survey computations, record research, property line resolution, and right-of-way investigation, GNSS (GPS), railroad survey, and laser scanning.

Tom has a federal VAS license to fly our corporate drone and holds an FAA private pilot license.

Mark Dachsteiner, PE Client Services Manager; QA/QC Review

Office Location: Mathews Consulting, Key West, FL

Education: BS, Mining Engineering, Southern Illinois University

Mark has over 30 years of municipal engineering experience including extensive knowledge in delivering successful roadway and utility projects. Now overseeing our Key West office, Mark is always available to our Florida Keys clients from visiting project sites, collecting data, and attending meetings to providing coordination with City staff or permitting agencies.

Joe Kenney, PE, CFM QA/QC Review

Office Location: Mathews Consulting, Fort Lauderdale, FL

Education: MBA, Lake Forest Graduate School of Management

BS, Civil Engineering, Marquette University

Joe has 19 years of experience in municipal engineering. He joined Mathews Consulting in 2017 after serving one of Chicago's premier suburbs in various roles, including engineering, capital project planning, and community development.

His varied responsibilities included project development and management, and public outreach during highly visible projects in the community. Joe is providing similar services for Delray Beach and Gulf Stream projects.



Jeffrey Cooner, PLS SUE/Survey Support

Office Location: Cardno, Fort Myers, FL

Education: BLS, Land Surveying, University of Florida

Jeff is a licensed professional surveyor with 38 years of experience, who has worked for more than five years throughout Monroe County. This experience includes numerous projects for the State of Florida's Land Acquisition program, the office of Greenways and Trails, the Turnpike Enterprise,

Department of Transportation, and Department of Environmental Protection. Jeff has managed the acquisition and evaluation of aerial ortho-photographs, digital aerial, color infra-red imagery, aerial topographic and LIDAR data throughout most counties in South Florida.

Dennis Ritzel, PSM SUE/Survey Support

Office Location: Cardno, Fort Lauderdale, FL

Education: BS, Geomatics Engineering, Florida Atlantic University

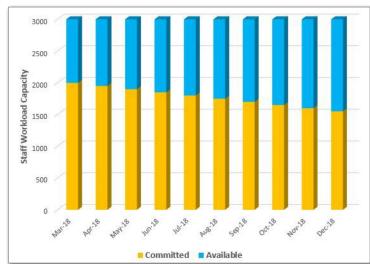
Dennis is an professional surveyor and mapper with 22 years of experience providing right-of-way, control survey mapping, utility mapping, and design surveys for the Florida Department of Transportation. He is proficient in the latest industry technology and software including: 3D laser scanning equipment operation, data processing and full 3D modeling, AutoCAD Civil 3D, MicroStation SS4, Geopak, Caice, Trimble Business Center, Trimble Total Control, Hector, Cyclone, Arcmap, RTK GPS, and Static network downloading and processing.

CURRENT WORKLOAD & AVAILABILITY

The Mathews team is available to begin the work tasks associated with the City's Professional Surveying Services contract immediately. We have the staff, equipment, and resources necessary to successfully complete your projects.

Current commitments for key personnel have been reviewed and there is ample workload capacity available to assist with completing the City's projects for the duration of the contract period.

Support staff will be assigned on an as-needed basis depending upon specific project requirements.





Thomas A. English, PSM, PLS

Project Manager/Surveyor of Record

Education

Civil Technology, Middlesex County College

Years of Experience: 37

Joined Firm in 2017

Registrations

Professional Surveyor and Mapper: Florida No. LS6930; New Jersey No. 24 GS03484700

New York No. 050893; Pennsylvania No. SU043966R;

Connecticut 70373; and Louisiana 5141

Associations

Florida Surveying and Mapping Society

National Society of Professional Surveyors

New Jersey Society of Professional Land Surveyors

New York Association of Land Surveyors

Pennsylvania Society of Land Surveyors

Louisiana Society of Land Surveyors American Society of Civil Engineers

Publications

English, Thomas A. Photogrammetry and Topographic Mapping - Land Development Handbook, 3rd Edition, McGraw Hill, 7/08, Chap 14

Topographic Surveys, pp. 280-282; *Solo Notes*, Point of Beginning Magazine 02/15 Tom is proficient with various types of surveys (ALTA, title, topographic, and boundary). He is also well versed in commercial/civil land planning and design, residential subdivision and transportation route analysis, geodetic control, construction stakeout and as-built survey, including survey computations, record research, property line resolution, and right-of-way investigation, GNSS (GPS), railroad survey, and laser scanning.

Qualifications

- Experience as a Survey Project Manager for construction of municipal infrastructure, residential and commercial sites.
- Knowledge and experience in utility locating and GIS mapping.
- Holds an FAA Remote Pilot Certification (3946140) to fly unmanned aerial vehicles (UAVs).

Representative Projects

Florida Department of Transportation District 6

SR5/Okeechobee Road at W. 16^{th} Avenue - Project Manager and QA/QC Reviewer Drainage Survey at NW 15 St & NW 7 Ave - Project Manager and QA/QC Reviewer Krome Road South - Project Manager for the roadway cross-sections and construction as-built surveys.

Miami-Dade County, FL

Miami World Center - Project Manager and QA/QC Reviewer for a site utility investigation/survey/mapping for a development project.

Broward County, FL

Generic Utility Locating and GIS Mapping -Project Manager and QA/QC Reviewer for field validation of the County's water and sewer information for their existing GIS database.

I75/I575 Pond, FDOT District 4 - Senior Survey Project Manager for as-built survey for constructed detention ponds. Tied-in to existing project control. Provided cross-sections to FDOT.

City of Pompano Beach, FL

Lyons Park Neighborhood Improvement - Senior Survey Project Manager for control, right-of-way, topographic and utility surveying

Hillsborough County, FL

Survey Project Manager - Skipper Road/46th Street from Bruce B. Downs to Fletcher Avenue PD&E, Topographic Survey, Control Survey, 3D Laser Scanning Portofino at New Tampa - Survey Project Manager and QA/QC Reviewer for the preparation of ALTA boundary survey for 40+ acres apartment complex.

Dania Beach, FL

Project Manager for Construction layout of a 100+ acre residential and commercial site using State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88).

www.baxterwoodman.com



RELEVANT PROJECT EXAMPLES

SURVEYING SERVICES

Mathews Consulting, a Baxter & Woodman company, implements the most innovative technological advances in the survey profession through the use of survey grade RTK GPS units; robotics; digital levels; high definition survey (HDS) laser scanning; GIS integration; Unmanned Aerial Systems (UAV) and the latest software.

Our survey crews are highly trained in the use of the Global Navigation Satellite System (GNSS) as a tool to establish horizontal and vertical datums. Understanding GNSS and its limitations are key for the success of any project, and Mathews is a leader in the use of this technology. Digital levels are used for transferring vertical data on all control points providing high accuracy. Robotic total stations with data collectors are used to collect measurements. Our survey department uses attribute libraries within the data collector to enhance the descriptions of collected points. The library can be customized to meet your needs.

Survey Expertise

- Residential and Commercial Plats of Survey
- Boundary Surveys
- ALTA/NSPS Land Title Surveys (previously ALTA/ACSM)
- Hydrographic Surveys/Bathymetric (Underwater Depth Contour)
- Right-of-Way Surveys/Exhibits
- Construction Layout Services
- Property Line Staking
- Monument Placement
- As-Built/Record Drawing Surveys
- Dedication Plats
- Easement Preparation/Exhibits
- Condominium Surveys
- Legal Descriptions
- Title Searches
- FEMA/Floodplain/Beach Surveys/Mapping
- Geographic Information System (GIS)/AutoCAD
- Aerial Photography





FLORIDA KEYS AQUEDUCT AUTHORITY MIDDLE TORCH KEY & BIG TORCH KEY LPSS

Mathews Consulting is providing engineering services for the design and permitting of a wastewater conveyance system for the Middle Torch Key & Big Torch Key Low Pressure Sewer System (LPSS).

Middle Torch Key & Big Torch Key are located at Mile Marker 28. The infrastructure improvements include:

- 58 low pressure pump stations
- 1 submersible lift station
- 30,000 feet of force main
- 1,400 feet of directional drill

Design components of the project include the following:

- Complete survey of project area
- Complete ongoing as-built survey drawings of new force main
- Conduct soil investigation of project area
- · Obtain underground utility soft-dig data
- Develop wastewater system hydraulic model
- Review environmental constraints in project area (i.e. wetlands)
- Prepare detailed plan & profile design drawings
- Prepare lift station mechanical & electrical design
- Prepare low pressure/grinder pump stations mechanical & electrical design elements
- Prepare & process permit applications to FDEP & FDOT
- Prepare technical specifications
- Prepare cost estimates

The project was bid for a construction cost of \$1.65M. The project is currently in the final stages of construction.

HIGHLIGHTS:

- Project area survey
- As-built survey drawings

COMPLETED: Ongoing

KEY PERSONNEL: Tom English

REFERENCES:

Jolynn Reynolds, PE
Manager of Engineering
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
(305) 296-2454
jreynolds@fkaa.com





Middle Torch Key

Big Torch Key

FLORIDA KEYS AQUEDUCT AUTHORITY

CENTRAL CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM, INNER ISLANDS

Mathews Consulting provided engineering services for the design and permitting of a wastewater conveyance system for the Central Cudjoe Regional Wastewater Collection System Inner Islands that will combine various wastewater collection system technologies for a "hybrid" system consisting of a combination of (1) conventional gravity sewer systems to serve densely populated areas, and (2) low pressure sewer systems to serve the less dense and outer/hard to reach areas.

The Inner Islands (Upper Sugarloaf Key, Cudjoe Key and Summerland Key) are located between Mile Markers 20 and 25. The infrastructure improvements included:

- 583 low pressure pump stations
- 26 submersible lift stations
- 132,180 feet of force main
- 72,390 feet of gravity sewers
- 260 sanitary manholes

Design components of the project include the following:

- Complete aerial survey of project area
- Conduct soil investigation of project area
- Obtain underground utility soft-dig data
- Develop wastewater system hydraulic model
- Review environmental constraints in project area (i.e. wetlands)
- Prepare detailed plan & profile design drawings
- Prepare lift station mechanical & electrical design
- Prepare low pressure/grinder pump stations mechanical & electrical design elements
- Prepare & process permit applications to FDEP & FDOT
- Prepare technical specifications
- Prepare cost estimates

The project is currently under construction, with a total construction cost of \$33 million.

HIGHLIGHTS:

- Aerial survey
- As-built review

COMPLETED: Ongoing

KEY PERSONNEL: Tom English, Mark

Dachsteiner

REFERENCES:

Jolynn Reynolds, PE

Manager of Engineering

Florida Keys Aqueduct Authority

1100 Kennedy Drive

Key West, Florida 33040

(305) 296-2454

jreynolds@fkaa.com







FLORIDA KEYS AQUEDUCT AUTHORITY KEY HAVEN LIFT STATION & FORCE MAIN

The Florida Keys Aqueduct Authority (FKAA) contracted with Mathews Consulting to prepare construction documents for the Key Haven community (located at MM 5.2) utility upgrades. Mathews previously designed a new sanitary collection system for Key Haven as part of a separate project ("Key Haven Utility Improvements"). Upon construction of the new sanitary collection system, the existing transmission system, which includes a total of five lift stations, will no longer be useable in its current configuration.

The project includes the following components:

- Design of three (3) new District Lift Stations
- Specific upgrades to two (2) existing lift stations (District A Lift Station and Plant Lift Station) which will be re-used
- 8-inch force main transmission system

The lift station design criteria is based on the flow from all District Lift Stations as well as the Plant Lift Station being discharged directly to the equalization tanks at the Boca Chica WWTP via a new 8-inch force main. The new force main transmission system

consists of an 8-inch pipe from Key Haven Road, east along US 1 (Overseas Highway), across the Boca Chica Bridge and ending at the Equalization Tanks at the Boca Chica WWTP.

The project was bid with a construction cost of \$2,092,400. Design fees for the project were \$138,953. The project is currently in the construction phase.

HIGHLIGHTS:

- Topographic survey
- Utility targeting

COMPLETED: Ongoing

KEY PERSONNEL: Mark Dachsteiner

REFERENCES:

Jolynn Reynolds, PE
Manager of Engineering
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
(305) 296-2454
jreynolds@fkaa.com





FLORIDA KEYS AQUEDUCT AUTHORITY KEY HAVEN UTILITY IMPROVEMENTS

Mathews Consulting provided professional engineering services to assist Florida Keys Aqueduct Authority (FKAA) with construction administration services for Key Haven Utility Improvements.

The project consists of the construction of a sewer collection system and potable water mains for the Key Haven service area. The new sewer collection system was constructed so that the existing sewer collection system can stay in operation until replaced. The construction was sequenced to incorporate sewer flow bypassing and connections to the new system with zero disruption in service. The project was divided into Districts (A through F) and was awarded by FKAA and constructed in two (2) sections by two (2) separate Contractors. Section 1 included Districts A-C (16-month construction schedule) and Section 2 Districts included will be D-F (12 month construction schedule).

The project was bid with a construction cost of \$2,092,400. Design fees for this project were \$138,953. The project is currently in the construction phase.

FLORIDA KEYS AQUEDUCT AUTHORITY KEY HAVEN UTILITY IMPROVEMENTS FKAA BOARD SERVIC SHARED SERVI

HIGHLIGHTS:

- Shop drawing submittals
- As-built review

COMPLETED: Ongoing

KEY PERSONNEL: Tom English

REFERENCES:

Jolynn Reynolds, PE
Manager of Engineering
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, Florida 33040
(305) 296-2454
jreynolds@fkaa.com





MONROE COUNTY CODE ENFORCEMENT

CARD SOUND ROAD SPECIFIC PURPOSE SURVEY AND MEAN HIGH WATER SURVEY

Cardno performed a detailed survey of an approximately 726 foot long parcel that included area within the road right-of-way of Card Sound Road (Monroe County) and a submerged land parcel leased by the Trustees of Internal Improvement Trust Fund. This parcel contained dozens of structures both over water and on the upland areas. These structures included docks, piers, buildings, slabs, parking areas, drainage pipes and utility service lines.

The purpose of this survey was to document those improvements that were within the County's road right-of-way as well as outside of the submerged land lease.

The project required collection of survey-grade data with a level of accuracy consistent with the need to evaluate the location of the improvements relative to the boundary lines of the parcels. To properly control the survey data, Cardno first recovered geodetic horizontal and vertical control within the project area. Next, global positioning system (GPS) observations were performed on site control points established by the field crews. Conventional leveling from published control was also used to establish vertical control for the mean high water line boundary locations.

Following the field data collection, Cardno office survey technical and professional staff processed all measurement and feature information and provided the required survey map product. The final deliverable was provided on time and within the budget.

HIGHLIGHTS:

- Coordination with Monroe County and FDEP
- Recovery and use of NGS published horizontal and vertical control
- Location of mean high water line boundary and improvements
- Location of road right-of-way and improvements
- Providing signed and sealed copies of survey

COMPLETED: 2013

REFERENCES:

Monroe County

2798 Overseas Highway, Suite 330

Marathon, Florida 33050

Christine Hurley

(305) 289-2157

Hurley-Christine@MonroeCounty-FL.Gov

Terrelle Kerr

(305) 289-2858

Kerr-Terrelle@MonroeCounty-FL.Gov



REFERENCES

We encourage you to contact our references to obtain their assessment of the quality of our services and satisfaction with our work.

Carollo Engineering, Inc.	Lyle Munce, PE 703 Waterford Way, Suite 805 Miami, FL 33126 954-829-2013; Imunce@carollo.com Completed recent boundary and topographic survey in Key West for Carollo's use.
City of Pompano Beach	Randy Brown, Utility Director 1201 N.E. 5th Avenue Pompano Beach, FL 33060 954-786-5507; randolph.brown@copbfl.com Services provided include survey for project design and construction support for multiple projects as part of our continuing services contract.
City of Tamarac	John Doherty, PE, City Engineer 6011 Nob Hill Rd., 2nd Floor Tamarac, FL 33321 954-597-3700; johnd@tamarac.org Services provided include survey for project design and construction support for multiple projects as part of our continuing services contract.
Town of Lauderdale-By-The-Sea	Don Prince, Municipal Services Director 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308 954-640-4232; DonP@lbts-fl.gov Services provided include survey for project design and construction support for multiple projects as part of our
	continuing services contract.
City of Delray Beach	Victor Majtenyi, Deputy Director of Public Utilities 434 South Swinton Ave. Delray Beach, FL 33444 561-243-7328; majtenyi@mydelraybeach.com Services provided include survey for project design and construction support for multiple projects as part of our continuing services contract.



State of Florida Department of State

I certify from the records of this office that BAXTER & WOODMAN, INC. is an Illinois corporation authorized to transact business in the State of Florida, qualified on May 2, 2016.

The document number of this corporation is F16000002059.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 4, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2018

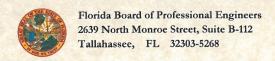


Cen Detran Secretary of State

Tracking Number: CU2615746936

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

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



Baxter & Woodman, Inc. 8678 RIDGEFIELD ROAD CRYSTAL LAKE, IL 60012

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is http://www.fbpe.org.

State of Florida

Board of Professional Engineers

Attests that Baxter & Woodman, Inc.

d/b/a: MATHEWS CONSULTING A BAXTER & WOODMAN CO

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

Expiration: 2/28/2019

Audit No: 228201901016 R CA Lic. No: 31795



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

License No.: **LB8175**Expiration Date: February 28, 2019

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

BAXTER & WOODMAN, INC. 477 S ROSEMARY AVE STE 330 WEST PALM BEACH, FL 33401-5798

> 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 Pkway Tallahassee, Florida 32399-6500

License No.: LB7975

Expiration Date February 28, 2019

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

CARDNO, INC. 10004 PARK MEADOWS DR STE 300 LONE TREE, CO 80124-5453

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 Pkway Tallahassee, Florida 32399-6500 800HELPFLA(435-7352) or (850) 488-2221

January 12, 2017

THOMAS ANTHONY ENGLISH 2400 NE 65TH ST APT 320 FT LAUDERDALE, FL 33308-1566

SUBJECT: Professional Surveyor and Mapper License # LS6930

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2019.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers

LS6930

Professional Surveyor and Mapper THOMAS ANTHONY ENGLISH

IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019

Detach Here



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

License No.: LS6930

Expiration Date February 28, 2019

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

THOMAS ANTHONY ENGLISH 2400 NE 65TH ST APT 320 FT LAUDERDALE, FL 33308-1566

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 Pkway Tallahassee, Florida 32399-6500 800HELPFLA(435-7352) or (850) 488-2221

January 20, 2017

JEFFREY C COONER 5670 ZIP DR FORT MYERS, FL 33905-5028

SUBJECT: Professional Surveyor and Mapper License # LS4052

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2019.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers

LS4052

Professional Surveyor and Mapper JEFFREY C COONER

IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019

Detach Here



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

License No.: LS4052

Expiration Date February 28, 2019

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JEFFREY C COONER 5670 ZIP DR FORT MYERS, FL 33905-5028

ADAM H. PUTNAM

COMMISSIONER OF AGRICULTURE



Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500 800HELPFLA(435-7352) or (850) 488-2221

December 16, 2016

DENNIS ALEXANDER RITZEL 2087 RESTON CIR ROYAL PALM BEACH, FL 33411-6109

SUBJECT: Professional Surveyor and Mapper License # LS6953

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2019.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services Board of Professional Surveyors and Mappers

LS6953

Professional Surveyor and Mapper DENNIS ALEXANDER RITZEL

IS LICENSED under the provisions of Ch. 472 FS Expiration date: February 28, 2019

Detach Here



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

License No.: LS6953

Expiration Date February 28, 2019

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

DENNIS ALEXANDER RITZEL 2087 RESTON CIR ROYAL PALM BEACH, FL 33411-6109

ADAM H. PUTNAM

COMMISSIONER OF AGRICULTURE

PART 2 FORMS AND AFFIDAVITS

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)	
Palm Beach : SS	
COUNTY OF MONROE)	
I, the undersigned hereby duly sworn, depose and say	y that no portion of the sum herein bid will
be paid to any employees of the City of Key West	as a commission, kickback, reward or gift,
directly or indirectly by me or any member of my firm	or by an officer of the corporation.
	010111
	Ву:
	David L. Mathews, PE
	Executive Vice President
Sworn and subscribed before me this	
16	
day of, 2018.	
Con Marghar Marghar U	\$*************************************
NOTARY PUBLIC, State of Florida at Large	Notary Public State of Florida Courtney Marshall
NOTART FUBLIC, State of Florida at Large	My Commission FF 981674 Expires 04/12/2020
My Commission Expires: 04/12/2020	***************************************
My Commission Expires.	

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)	
Palm Beach COUNTY OF MONROE	; SS)	
Qualifications are those named without fraud, that it is made w	herein, that this Request without collusion with an aout any connection or of	sons or parties interested in this Request for st for Qualifications is, in all respects, fair and my official of the Owner, and that the Request collusion with any person submitting another
		David L. Mathews, PE Executive Vice President
Sworn and subscribed before	me this	Executive vice President
day of March NOTARY PUBLIC, State of	, 2018. Hell Florida at Large	Notary Public State of Florida Courtney Marshall My Commission FF 981674 Expires 04/12/2020
My Commission Expires:	1/12/2000	-

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.

This sworn statement is submitted with Bid, Bid or Contract No. RFQ # 18-002 for	
Professional Surveying Services	
This sworn statement is submitted by <u>Mathews Consulting</u> , a Baxter & Woodman company (Name of entity submitting sworn statement)	
whose business address is 1111 12th Street, Suite 310E, Key West, FL 33040	
and (if applicable) its Federal	
Employer Identification Number (FEIN) is 36-2845242 (If the entity has no FEIN,	
include the Social Security Number of the individual signing this sworn statement.)	
My name is David L. Mathews, PE and my relationship to	
(Please print name of individual signing)	
the entity named above is Executive Vice President	
I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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.	
I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), <u>Florida Statutes</u> , means 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.	
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 an who has been convicted of a public entity crime. The term "affiliate" includes those officer 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 interes in another person, or a pooling of equipment or income among persons when not for fair marks 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.	

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

7.

let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8.	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
	X_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
	There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.) (Signature) David L. Mathews, Executive Vice President
CT A TE	COFFlorida(Date)
	TY OF Palm Beach
PERSO	NALLY APPEARED BEFORE ME, the undersigned authority,
	(Name of individual signing) er first being sworn by me, affixed his/her signature in the
space p	provided above on this day of March, 2018.
	nmission expires: RY PUBLIC day of
	Notary Public State of Florida Courtney Marshall My Commission FF 981674 Expires 04/12/2020

INDEMNIFICATION

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

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

CONTRACTOR: Mathews Consulting, a Baxter & Woodman company SEAL:

1111 12th Street, Suite 310E, Key West, FL 33040
Address
alch
Signature
David L. Mathews, PE
Print Name
Executive Vice President
Title
3-16-18

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 a Baxter & Woodman company provides benefits to domestic pubasis as it provides benefits to employees' spouses per City	artners of its employees on the same
By: David L. Mathews, Executive Vice President	
Sworn and subscribed before me this	
My Commission Expires: 04/(2/2020	Notary Public State of Florida Courtney Marshall My Commission FF 981674 Expires 04/12/2020

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

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

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
- 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/shedetermines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or

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

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
 - (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the

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

The provisions of this section shall not apply where:

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

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

CONE OF SILENCE AFFIDAVIT

STATE OF Florida) : SS
COUNTY OF Palm Beach)
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors employees and agents representing the firm of Mathews Consulting, a Baxter & Woodman company understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.
(attached).
(signature) David L. Mathews, Executive Vice President 3-16-13 (date)
Sworn and subscribed before me this
Day of March , 2018. Notary Public State of Florida at Large Notary Public State of Florida at Large
My Commission Expires: 34/12/2020

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

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

- (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publically noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure.

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

PROFESSIONAL SURVEYING SERVICES / RFQ # 18-002

March 20, 2018

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

- 1. If we have any sub-consultants listed on our Team for this RFO, are they required to completed any of the required Forms & Affidavits? NO
- 2. Can you please confirm if it is acceptable to have a title company as a sub-consultant/support to complete Title Searches. YES
- 3. Is proof of insurance required to be included in the submittal? NO, however, if firm cannot meet insurance requirements stated in the RFQ, proposed limits must be provided with Qualification submittal.
- 4. Should tabs/dividers be used, will they be counted towards the page count? NO
- 5. Are licenses and certifications included in the page count? NO

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

poller-	Mathews Consulting, a Baxter & Woodman compan	
Signature	Name of Business	