



# RESPONSE TO REQUEST FOR QUALIFICATIONS

## City of Key West Professional Surveying Services RFQ # 18-002



*Submitted by:*  
Maser Consulting P.A.  
8290 NW 64th Street  
Miami, FL 33166  
Phone: 305.597.9701

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## **PART 2 / FORMS & AFFIDAVITS**

- Anti-Kickback Affidavit
- Non-Collusion Affidavit
- Sworn Statement on Public Entity Crimes Certification
- Indemnification Form
- Equal Benefits for Domestic Partners Affidavit
- Cone of Silence Affidavit





Engineers  
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March 28, 2018

City Clerk  
City of Key West  
1300 White Street  
Key West, Florida 33040  
Attention: James Bouquet, Engineering Services

**RE: Response to Request for Qualifications (RFQ) for Professional Surveying Services – RFQ #18-002  
MC Proposal No. 18001168P**

Dear Mr. Bouquet and Selection Committee Members:

Maser Consulting P.A. appreciates the opportunity to submit our response to your Request for Qualifications (RFQ) for Professional Surveying Services for the City of Key West. We have included one (1) original and two (2) flash drives with one single PDF file of the entire proposal package.

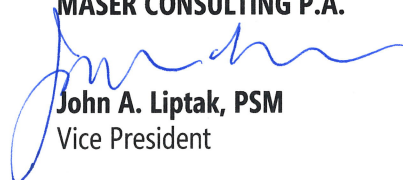
Maser Consulting has an excellent reputation and extensive experience to perform and carry out professional services as required by the City. We have been providing these and other related services to local, state and federal agencies throughout the East Coast since 1984 and **in Florida since 2005**. Our team of professional has an excellent track record for consistent, accurate, and thorough data collection and map preparation. We meet our clients' expectations through a coordinated team effort combining skilled personnel and the latest technological instrumentation. Our Survey Team Highlights include:

- Licensed Survey Professionals **in Miami, Orlando, Tampa, Jacksonville** and nationally.
- Staff of over 180 cross-trained and dedicated professionals.
- 50+ Field Survey Crews (40 Hour OSHA Certified).
- GPS, Robotic Instruments, 3D Hi-Definition Laser Scanners, Ground Penetrating Radar, Vacuum Excavation Trucks, Mobile LiDAR Mapping units, Unmanned Aerial Mapping Systems and AMBERG Rail Survey Cart System.

As you review our submittal, you will see that Maser Consulting has the resources and experience to meet and exceed your needs and expectations. We are committed to ensuring safe and smooth projects that are completed on time and within budget. To ensure accuracy as well as efficiency, Maser Consulting uses GPS Surveying and state-of-the-art computerized automatic data collection equipment which interfaces with our CADD systems at all regional offices. Our Miami office located at 8290 NW 64 Street, Miami, FL 33166, will be the responsible office for this contract. I will serve as Project Manager and primary point of contact and will be assisted by professional surveyors and mappers, Jose Morales, PSM, Aimara Diaz La Rosa, PSM, Zurelys Cura Perez de Alejo, PSM and Denis Denis, PSM.

We are excited for this opportunity to partner with the City of Key West as your on-call geospatial consultant and thank you for your consideration. If there are any questions or you require further information, please feel free to contact me at 786.547.6340 or via email at [JLiptak@maserconsulting.com](mailto:JLiptak@maserconsulting.com).

Very truly yours,  
**MASER CONSULTING P.A.**



**John A. Liptak, PSM**  
Vice President

Customer Loyalty *through* Client Satisfaction



## SUMMARY OF EXPERTISE AND TECHNICAL COMPETENCE OF THE FIRM

Maser Consulting P.A. understands the importance of representing the best interests of the City of Key West through this on-call services contract for Professional Surveying Services. We are committed to establishing a long-term relationship with the City by providing **consistent and repeatable services**, leveraging the talent of our staff, utilizing emerging technology, and applying a proven contract management approach to ultimately conserve your budgets and time. This proposal highlights our experience and ability to perform multiple services under this contract.

### HISTORY AND BACKGROUND

Maser Consulting P.A., a corporation, is a multi-discipline, engineering and surveying and mapping firm with a unique balance of public and private sector experience. Established in 1984 by Richard M. Maser Consulting, PE, PP, CME, Chairman and Chief Executive Officer and incorporated in 1985, Maser Consulting has consistently been recognized nationally by Engineering News Record as one of its Top 500 Design Firms and ranked on The Zweig Group Hot Firm List of fastest growing companies.

Maser Consulting has 23 offices and employs over 700 professionals nationwide that include licensed surveyors, engineers, planners, landscape architects and environmental scientists. Our local Miami, Florida office consists of over 50 employees with expertise in Surveying & Mapping; GIS; Civil Engineering; and Project Management. These services are reinforced by Florida licensed professionals in our three other Florida office locations (Tampa, Orlando and Jacksonville) as well as discipline experts companywide with extensive expertise in design, analysis, permitting, and construction on a wide array of projects from critical facilities to both hard and soft infrastructure. Utilizing a system of technology and communication, staff in multiple offices can work collaboratively with local project managers, which allows projects to be reviewed by industry experts, while leveraging staff capacity to quickly respond to the City's needs and expedite projects, as necessary.



At Maser Consulting, surveying goes beyond conventional land and boundary surveys to include both static and mobile 3D Hi-Definition laser scanning, LiDAR mobile mapping, UAV, GPR, and rail and tunnel surveys. Maser Consulting's survey professionals have the expertise to achieve highly accurate results while maintaining quality control over data collected, from field to office, and precision of the final client deliverables. Whether the project calls for administering conventional surveying methods, cutting-edge geospatial scanning techniques or a combination of both, our professionally licensed land surveyors, highly-trained office technicians and field crews work seamlessly together to provide the most responsive and consistent professional survey services available. Implementing the right approach for each project is what makes the difference and ensures our clients they are receiving the most accurate surveying and measurement services.

Our services include:

- GPS Surveying
- ALTA/NSPS Land Title Surveys
- Topographic & Boundary Surveys
- Construction Stake-Outs
- Site Remediation Surveys
- Highway Route Surveys
- GIS Mapping
- Environmental
- State Compliant Tax Map Services
- As-Built Surveys
- 3D Hi-Definition Laser Scanning
- Hydrographic, Riparian & Wetlands Surveys
- Flood Elevation Surveys
- Pipeline & Utility ROW Surveying
- Deformation Monitoring Surveys
- Aerial Photo Control Surveys for Mapping
- Subsurface Utility Location & Ground Penetrating Radar





## **PROJECT MANAGEMENT**

Maser Consulting employs a proven and comprehensive approach to project management by engaging established procedures that are utilized uniformly throughout the corporate enterprise. Our professional's work diligently with our clients to ensure successful project delivery in compliance with the approved schedules, design, budgeting, permitting and administration while maintaining quality standards from initial assessment through project completion.

## **DEMONSTRATED ABILITY**

Maser Consulting consistently accomplishes project goals and objectives by performing professional services in conformity with our project management procedures. As part of the corporation's commitment to sound management practices, Maser Consulting has made a substantial investment in the latest technology. All offices are connected through Wide Area Network connections. These connections enable all offices to access data on any of the fourteen servers that service the all-regional offices. The company has a dedicated T1 and fiber optic connection to the Internet, web servers and a dedicated server for e-mail and project scheduling are based on Microsoft Exchange®. The project management software used is "best-of-breed", Enterprise-Wide Project Management® by Primavera Systems, Inc. and Microsoft Project®. The use of project scheduling software provides the capability of pooling various staff resources across the organization. Maser Consulting Internet capability also allows for the creation of a dedicated and secured web site for selected projects. In addition, Maser Consulting has also invested heavily in emerging technology for our Geospatial field and office services lines. This investment includes state-of-the-art laser scanning systems (LiDAR) ranging from static units to vehicle mounted mobile systems, to unmanned aerial drones. Leveraging these technologies affords our clients options to reduce contract costs, increase product quality and efficiency, as well as more effectively manage projects and communication.

## **RISK ANALYSIS/ASSESSMENT**

During the initial review of the project scope of work a Project Risk Analysis/Assessment will be performed for selected projects. Projects that are complex, high-cost, high-risk, fast tracked or at the client's request, will undergo a risk analysis assessment. The purpose of this assessment is to identify project related impediments that may have the potential to negatively impact the schedule, budget or both. Identifying potential problems early during the initial project life will help determine a more realistic project schedule and budge and increase project success. Early identification of potential impacts and mitigation measures will prevent these impediments from occurring at a future date that may overwhelm project resources with devastating effects. The project manager will reach-out to the various Subject Matter Experts (SME) in the various disciplines within Maser Consulting to assist in the risk assessment.

## **PROJECT SCOPE OF WORK/CPM PROJECT SCHEDULE**

The final scope of work authorized by the client forms the baseline for the official project budget and project schedule. The project schedule is developed based on a "time-is-of-the-essence" philosophy that identifies the logical work path through all activities, thus defining the project Critical Path (Critical Path Method-CPM). The CPM schedule identifies project milestones and deliverables and reflects the approved person-hours and costs needed to complete the project based on the approved project budget (cost-loaded schedule). This cost loaded CPM schedule is updated periodically from actual time charged against the project, including project direct expenses.





## PROFESSIONAL QUALIFICATIONS, CERTIFICATIONS AND CAPACITY OF STAFF ASSIGNED TO ACCOMPLISH THE WORK

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The Maser Consulting Team understands that a project management plan is essential for efficient completion of the various tasks required for continuing contracts. A management plan is also required to efficiently coordinate activities, monitor progress and meet project milestone dates. Strong project management will be required to organize and direct the ideas and information generated by the Team, the City of Key West, local, state and federal agencies.

The essential key to a successful project is effective project control administered by a strong and qualified Project Manager who is supported with management tools that provide clear and concise methods for scheduling and monitoring projects. John Liptak, PSM, will serve as the Project Manager (PM) and will be responsible for maintaining open communications with City of Key West, and being alert and responsive to the client's needs within the provisions of the contract. The Task Manager for each project under this contract is likewise responsible to Maser Consulting for the proper and timely execution of the assigned contract. The PM will carry out these duties and responsibilities by ensuring that the scope of work is definitive, complete, and understood by the project team prior to their undertaking project tasks.

If at any time during the development of a specific project, it becomes apparent that changes to the contract scope of work are required, or are evolving out of necessity, the Maser Consulting Project Manager will promptly deal with these changes in accordance with the terms of the contract. Our Project Manager will not allow any work resulting in cost changes to the client to be undertaken without prior approvals from the City of Key West Project Administrator. We believe that it is essential to a successful project that the Project Manager administers the commercial terms of the project with the same diligence as the technical terms.

Our Maser Consulting Team Organizational Chart (**see page 8**) identifies key individuals from the Team who will be responsible for the various activities assigned during the life of the projects. Each of these individuals is highly qualified in their respective areas of expertise and has been selected based on experience delivering boundary surveying, topographic surveying, construction surveying, and geographic information systems (GIS). If the need arises, the Project Team can be supported by a large staff of personnel from offices located throughout the state and our nationwide offices. This is particularly important to maintain critical scheduling. It is the intent of the Maser Consulting Team to be available to City of Key West on a moment's notice. To accomplish this, we will ensure that key personnel have the support that is required for each given project, even if it necessitates temporarily moving personnel from one office to another. Because of the depth of our team, work overloads are practically nonexistent. We have a strong reputation for performing work on multiple projects on schedule and within budget requirements.

**All services provided by the Maser Consulting Team will be coordinated through John Liptak, PSM in our Miami office. This will reduce the possibility of confusion and will offer one point of initial contact for the client. Our Team Organization Chart indicates the key personnel who will be involved with the proposed projects.**

**JOHN A. LIPTAK, PSM, CONTRACT/PROJECT MANAGER.** Mr. Liptak will serve as the Contract Manager and lead Project Manager for all assignments from the City of Key West. Formally the owner of Triangle Surveying and Mapping, Mr. Liptak has operated out of Miami for more than 29 years. Overall, he has over 51 years of comprehensive experience in land survey project management for public and private clients overseeing all field and office related tasks. As Senior Project Manager, Surveyor, and Mapper, his extensive expertise encompasses performing and managing Land Surveying and Mapping exercises for the Determination of Land Boundaries, Engineering Design (topographic) Survey's (creating digital terrain models DTM's); Right-of-Way Control Surveys and Right-of-Way Surveys, for the preparation of Parcel Sketches and Right-of-Way Maps for property acquisition for expected improvements to existing State and County Right-of-Way corridors. He is well versed in As-Built Surveys; Bascule Bridge Surveys; Elevation Surveys; Drainage Surveys; Hydrographic Surveys; construction stake-outs;





utility surveys; Construction Engineering & Inspection (CEI) Surveys; Volume calculations; Preparation / Writing legal descriptions & preparation of sketches to accompany legal descriptions; Survey and Map Reports for clarification of detailed Surveys; and Geodetic Surveying which includes precise horizontal & vertical surveying over large distances, using, Total Stations, GPS, including Traverse, Triangulation, Trilateration, precise leveling over long distances; GPS static post processing and direction of proper field and office procedures related to all GPS control projects including Real Time Kinematics (RTK) usage.

**Education**

- Brookdale College 1968
- Newark College of Engineering 1971

**Professional Registrations**

- Professional Surveyor & Mapper, Florida PSM No. LS5664, 1996

**AIMARA DIAZ LA ROSA, PSM, TASK MANAGER.** Ms. Diaz la Rosa has more than 20 years of experience in surveying and mapping for commercial, residential, and governmental clients including right-of-way mapping, subdivision platting, design surveys, various constructions projects, topographic surveys for water and sewer departments, and various boundary, topographic and specific purpose survey projects for private clients, public agencies, and developers. She is highly involved in the majority of all the projects, coordinating with the field crews as well as the clients in order to come up with an accurate and time-efficient final product. Her specialties also include ALTA-ACSM land title surveys; right-of-way-control surveys; legal descriptions and utility easements; water and sewer as-built surveys; construction layout; right-of-way surveys; engineering design surveys; construction engineering and inspection (CEI) surveys; route surveys for highways; condominium surveys, and tentative plats and final plats.

**Education**

- Land Development Course (MDC), 2000
- Surveying 1 Course (MDC), 2001
- MicroStation V8 Training (IMAGINiT), 2005
- Principles & Practice of Land Surveying (GA), 2006
- Land Surveyors Review Course (University of Missouri-Rolla), 2007
- AutoCAD Civil 3D 2009 (Digital Drafting System), 2008
- EFB for Windows Mobile Platform (FDOT), 2011
- B.A. Architecture, University of Camaguey, Cuba, 1992

**Professional Registrations**

- Professional Surveyor & Mapper, Florida PSM No. LS6796, 2010

**JOSE MORALES, PSM, TASK MANAGER.** Mr. Morales will serve as the Task Manager for all assignments related to Boundary Surveying. Mr. Morales is very experienced with public land surveys. Mr. Morales has over 15 years of experience in surveying and mapping for design, construction (bridge, roadway, and site), sub-surface utility, platting, sectional and boundary determination. He has had the privilege to work throughout the state and has completed projects for Districts 3, 4, 5 & 6. His work in these districts has varied from project management and quality control to construction layout and technical support. He started his career as a CAD drafter but soon after gained the passion for the field Surveying aspect. His expertise lies in right-of-way surveys and maps, ALTA/ACSM land title, topographic, design and as-built surveys. His personal interests include the emerging technologies and Surveying and the solutions that it will provide for the future. In addition, he is well experience in EFB processing and Least Squares adjustment.

**Education**

- B.S. Geomatics, University of Florida, 2006
- A.S. Mechanical Drafting and Design, Central Florida College, 2001

**Professional Registrations**

- Professional Surveyor & Mapper, Florida PSM No. LS6733, 2009





**DENIS A. DENIS, PSM, TASK MANAGER.** Mr. Denis has over 11 years of experience in surveying and mapping for design, construction (bridge, roadway, and site). He has worked with the Florida Department of Transportation (FDOT) for a number of years and has also served as in-house consultant to FDOT District 6. His expertise lies in ALTA/ACSM land title, right-of-way monumentation maps, physical measurements of horizontal and vertical distances for planning, design, and construction of engineering projects, right of way control surveys, route surveys for highways, boundary surveys/specific purpose surveys, legal descriptions and utility easements, topographic, design and as-built surveys. His personal interests include the emerging technologies and Surveying and the solutions that it will provide for the future. In addition, he is well experience in EFB processing and Least Squares adjustment.

#### Education

- Bachelor of Business Administration, Florida International University (FIU), 2016
- B.S. Civil Engineering, Florida International University (FIU), 2013

#### Professional Registrations

- Professional Surveyor and Mapper, Florida PSM No. LS7017, 2015
- Florida Real Estate Sales Associate, License No. 3202259

**MICHAEL EHRHART, PSM, TASK MANAGER.** Mr. Ehrhart will serve as the Task Manager for all Topographic and As-built Survey assignments as well as Mobile and Terrestrial LiDAR as well as UAV mapping projects from City of Key West. His experience includes work for the Florida Department of Transportation, several FDEP projects, and work with multiple City and County agencies across Florida and Georgia. With over a decade of experience with a wide array of survey projects, including providing topographic surveys; tunnel verification surveys; geographic information system (GIS) based structure inventory; property line restoration, public records research; and department of transportation (DOT) surveys. Mr. Ehrhart's current professional focus involves implementing and leveraging advanced technologies into current survey operations to control cost, reduce scheduling, and increase safety in all survey operations. He specifically utilizes this technology in 3D Hi-Definition Laser Scanning (HDS) and Mobile LiDAR technologies for infrastructure analysis, design survey, and 3D modeling.

#### Education

- B.S. Geomatics, University of Florida, 2007

#### Professional Registrations

- Professional Surveyor and Mapper, Florida PSM No. LS6941, 2013

**DAVID FERRARO, PLS, TASK MANAGER.** Mr. Ferraro will serve as the Task Manager for all assignments related to Construction Survey services. Mr. Ferraro has been surveying in Florida for 30 years, with a focus on civil-site and construction layout services. He has experience in a wide array of surveying projects including projects for City of Key West. He is also an experienced expert witness and will assist in all preparation of court testimony should it be required.

#### Education

- Liberal Arts, Hillsborough Community College

#### Professional Registrations

- Professional Surveyor and Mapper, Florida PSM No. LS4768, 1990

**AARON HOPKINS – SUBSURFACE UTILITY ENGINEERING (SUE) MANAGER.** Mr. Hopkins has over 15 years of experience in the construction and consulting industries, specializing in the underground utilities construction industry. He has a unique understanding of how, when, and where utilities systems are installed and what that means to the overall project. Mr. Hopkins has extensive experience working for and with local governments, utility owners, and other regulatory agencies. His previous projects include subsurface utility engineering, horizontal directional drilling, utility/roadway construction, and water/wastewater treatment facilities. He has successfully managed over 600 projects totaling more than \$140 million for clients such as Florida Department of Transportation (FDOT), DUKE Energy, Mosaic, FP&L, TECO, FGT, various state and local governments/municipalities, various contractors, DOD, and Port Authorities.







**Education**

- M.S. Occupational Safety and Health & Environmental Management, Columbia Southern University, 2018
- B.S. Construction Engineering Technology, Missouri Western State University, 2001

**Professional Certifications**

- FDEP Stormwater Management Inspector, Erosion & Sedimentation Control, No. 14819
- Transportation Worker Identification Credential (TWIC)
- IMOT
- MICCS
- DOT 60/60
- OSHA 10 Hr
- PowerSafe
- OSHA 30 Hr
- MSHA Part 48
- Florida Phosphate Producers

**SUZANNE ZITZMAN, GISP, TASK MANAGER GIS SERVICES.** Ms. Zitzman will serve as the Task Manager for all geographic information systems assignments for the Maser Team. She has over 31 years of extensive GIS/GPS project management, design, and mapping experience in the planning and civil engineering fields and is well known in her field. Her skills include various aspects of utilizing web-based geographic information systems involving zoning maps, tax maps, land development analysis, environmental features mapping, land use planning, and infrastructure management. Her experience includes training of in-house and client staff in ESRI ArcGIS, and Autodesk products. She has been a keynote speaker on GIS technology applications at various state level conferences and received a national recognition award for her achievements in implementing web-based GIS management and public communication portal programs for local government. She manages all projects involving GIS for Maser Consulting and has supported numerous state, federal, and municipal agencies in helping create and manage their geospatial information view web-based solutions.

**Education**

- A.A.S. Applied Science, Brookdale Community College, 1985

**Professional Certifications**

- Geomatics Professional Certificate, Rutgers University
- Geographic Information Systems Professional: GISP

**ROBERT DANNENBERG, RP, UAV MANAGER.** Mr. Dannenberg has over 20 years of comprehensive remote piloting experience. Recognized internationally as a forerunner within the commercial Remote Piloted Aircraft System (RPAS) market, he has been at the forefront in the development of key practical applications for UAV-specific industry requirements, as well as developing RPAS safety programs around the world. As Manager of UAS Operations for Maser Consulting, he is charged with developing and expanding RPAS services in this area for the firm, as well as planning and executing major projects.

**Professional Certifications**

- Pulse Aerospace Certified Pilot on Vapor Series Platforms
- Lockheed Martin Certified Pilot/ Instructor on Indago Series Platform
- PX4 Flight Controller Certified Pilot/Developer/Instructor
- FEMA Instructor UAS in Disaster Management
- EMT-A
- Part 61 Multi Engine, IFR
- Part 107 R-PIC; 333 Exemption
- R-PIC Waiver for operations in Congested Urban terrain to support Emergency response including night operations
- PIX4D Certified Instructor
- COTS-Developer for Leading Brands, and Certified Instructor

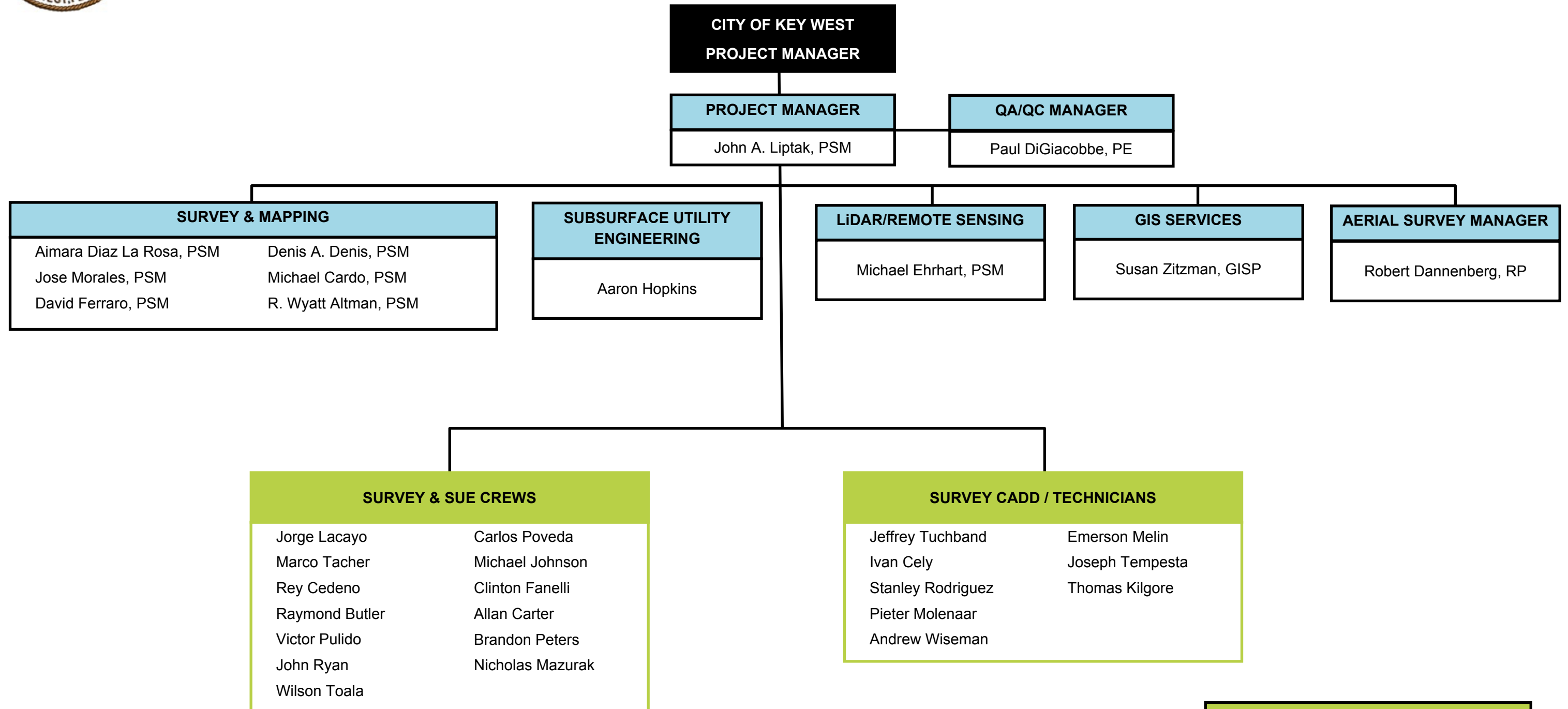
From the information provided in the proposal, the Maser Consulting Team feels that it can exceed any staff requirements needed for the completion of the wide range of projects under this contract. Maser Consulting has a highly qualified professional and technical staff, which will be mobilized immediately upon receipt of the City's Notice to Proceed. The Maser Team has the available manpower and equipment to begin working on any task assigned and will provide our complete attention and commitment to meet the needs of City of Key West.





**CITY OF KEY WEST  
RFQ #18-002 - PROFESSIONAL SURVEYING SERVICES**

**MASER CONSULTING TEAM  
ORGANIZATIONAL  
CHART**



- Maser Consulting P.A. Staff**
- 8 Florida Field Survey Crews
  - 52 Land Survey Technicians/CADD Operators
  - Mobile & Terrestrial LiDAR
  - UAV Mapping Operations





## EXPERIENCE WITH KEY WEST AND MONROE COUNTY

Maser Consulting professionals provide the full range of services to assist municipalities, authorities, counties and state agencies. The firm has provided survey and mapping, municipal engineering and planning services to numerous municipalities and counties in the capacity of Surveyor-of-Record, Engineer-of-Record, Planner-of-Record, Planning/Zoning Board Engineer and Planner, Conflict Engineer, Consulting Engineer and Planner, Utilities Authority Engineer, Geographic Information System Professional, Environmental, Traffic and Survey Consultants. Our services and experience include:

- Roadway Improvements
  - Mobil LIDAR
  - Static LIDAR 3d Laser Scanning
  - Bridges & Structures
  - Traffic Signals
  - Wastewater Collection & Treatment Facilities
  - Water Distribution, Supply,
- Storage & Treatment Facilities
  - Underground Utilities
  - Stormwater Collection
  - Storm water Management
  - Underground Tanks
  - Parks & Recreation Facilities
  - Downtown Revitalization & Redevelopment
- Master Plan & Zoning
  - Ordinance Reviews & Updates
  - Tax Assessment Map Revisions
  - Grant Applications
  - Permitting
  - Construction Observation & Administration
  - Affordable Housing

Project Manager, John Liptak began Surveying in 1968 in New Jersey and has been in South Florida for 29 years providing Professional Land Surveying Services in Miami Dade, Broward and Monroe Counties for the Florida Department of Transportation (FDOT), local municipalities and private Developers and Contractors. John started Triangle Surveying and Mapping, Inc. in 2005 and merged with Maser Consulting in 2016 to better serve the existing clientele. **We (Maser Consulting) have performed many large Surveys in Monroe County** primarily for FDOT. We currently have 50 employees in the Miami office which include 14 Survey Field Crews. Safety and communication are always the primary goals. Providing a safe work environment by protecting our employees and the public is our number one goal. Equally important is working closely with our clients with constant communication, identifying issues before they can become a problem. As evidence of our commitment we currently have two of our employees working as in-house consultants in FDOT District 6 (Miami-Dade County District).

References and detailed descriptions of successful projects are located in the following pages of our submission.

Project Name / Description	Owner	Year Completed	Project Cost	Project Type
SR 5/Overseas Highway/Skeeter's: From Wilder St to 1st Street. Sectional and R/W surveying and R/W Mapping & monumentation	FDOT District 6	Current	\$30,000	Sectional and R/W surveying and R/W Mapping & monumentation
SR 5/Overseas & Burton Drive Tavernier, FL	FDOT District 6	Current	\$36,000	Design and R/W Survey
SR 5/Overseas (Founder's Park) Islamorada, FL	FDOT District 6	Current	\$30,000	Design and R/W Survey
SR 5/Overseas Cudjoe Summerland & Ramrod, FL	FDOT District 6	2017	\$103,000	Design Survey support and R/W Survey





Project Name / Description	Owner	Year Completed	Project Cost	Project Type
SR 5/Overseas Sugarloaf & Ramrod, FL	FDOT District 6	2017	\$39,000	Design Survey support and R/W Survey
Skeeter's Marine. Boundary Survey (2012) & Legal Research (2016). Big Pine Key	FDOT District 6	2012 & 2016	\$20,000.00	Boundary
Geiger Creek Bridge Topographic & Mean High Water Line Survey Boca Chica	FDOT District 6 and Florida DEP	2011	\$10,000.00	Topographic
Homestead Air Force Base. Construction Staking & Grading. Homestead, FL	MVP Contractors, Inc.	2013	\$9,000.00	Construction
Grass Key Cross-Section As-Built, State Road No. 5/ Overseas Highway. MM 54 to MM 57	FDOT District 6	2013	\$11,000.00	As-Built
Right of Way Control, Map & Monumentation State Road No. 5/ Overseas Highway. Key Largo, FL	FDOT District 6	2012	\$40,000.00	Miscellaneous





## ABILITY TO PERFORM SERVICES EXPEDITIOUSLY AT REQUEST OF THE CITY

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Maser Consulting has a full understanding of the scope of surveying and mapping services that may be required in the performance of this contract for the City of Key West. We have the ability and capability to respond to the City of Key West's needs immediately. We recognize that assignments under this contract may come at different frequency, and vary in size, scope and schedule requirements. We have assembled a Team specifically targeted toward managing/completing every potential task work order on time and on budget safely. Our Team of professionals provides a depth of experience and knowledge to successfully handle assignments we understand that Task Work Order (TWO) driven contracts present unique challenges. Our goal is to meet these challenges head on and help the city of Key West deliver on its work program responsibilities. Maser Consulting has the resources to complete the TWOs with responsiveness, remaining within budget and schedule.

**Communication:** Our goal will be to act as an extension of the City's staff and become an integral part of your work flow. Becoming a trusted partner requires open dialogue and responsive communication. A crucial and essential part of a successful project and team is constant and clear communication between the City's staff and our Team of professionals and will include on-site meetings to coordinate staff and keep the Department informed of our progress. Daily progress meetings will be held internally between technicians and crews to eliminate delayed responses or miscommunication while focusing on milestones, concerns, and schedule updates for ongoing assignments.

**Resources / Schedule Management:** To meet the necessary schedules and maintain efficient budgets, our Team will provide the appropriate crews within a 24-hour period. We will commit **a minimum of eight (8) field crews from our Miami location** (cross-trained in survey and subsurface utility engineering). Maser Consulting's technical resources and equipment are unsurpassed with virtually unlimited availability state- and nationwide (e.g. EFB total stations, GPS units, multiple mobile LiDAR units, electromagnetic designating instruments, ground penetrating radar units and vacuum excavation systems). Maser Consulting's team is highly experienced in using advanced survey and mapping technology from above, below or on the ground while integrating proven conventional technologies into the work flow.

Our general approach described below is for a typical assignment and will be modified as needed to fit each individual TWO.

### TECHNICAL PLAN WORKFLOW

#### I. Project Estimate Submission

When the City of Key West informs Maser Consulting of a potential work assignment, our first responsibility will be to develop a clear understanding of the full scope of work as requested and to note any specific, critical requests. We will then establish a plan of action that will meet the City's requirements and expectations.

Once the plan of action is developed, we will create a schedule and an estimate of budgeted hours to meet the goals defined in your request. John Liptak, PSM, Project Manager, will prepare and submit an estimate outlining project scope, schedule, and budget for that particular project. If needed, we have additional Project Managers and multiple Florida Professional Land Surveyors identified within our team who can prepare estimates and develop project scopes.

Mr. Liptak will then consider the assignment's scope to determine which Maser Team Manager and staff are best suited for that particular project. If needed, we have supplemental teams available from our other Florida office locations as well. In emergency situations, and if required, a survey crew can be mobilized within twenty-four hours of notification.

#### II. Kick off meeting

Upon Notice-to-Proceed (NTP), Maser Consulting's survey staff will schedule a "kick-off" meeting with key members of the City. Maser Consulting's team will be available to meet with the Project Manager to review available record information, discuss the client's concerns and discuss our approach, as to how best to complete the assignment. We will also discuss any logistical and safety concerns and protocol. The advantage of this initial meeting is that Maser Consulting





will have a solid understanding of the needs of the City. Minutes of the meeting will be taken and distributed to all parties involved.

The pertinent information will be relayed to the rest of the team who will work on their individual assignments. Questions and initial concerns of survey team members will be addressed at this time and our work plan will be set in motion. By using this approach, Maser Consulting will collect the required information pertinent to each site during our first visit; thereby eliminating unnecessary staff hours to re-visit a site to collect missed information.

### III. Research Public Records

Research and mission planning is an essential component of any successful survey project. Upon NTP, available horizontal and vertical control in the project area will be identified. In cases where property line surveys are required, available sectional maps, valuation maps, alteration maps, damage maps, existing boundary maps, easements, filed maps and deeds of the subject site, and adjoining properties, will be obtained for review and analysis. Maser Consulting will research deeds of record for adjoining owners, maps of record, R/W and easement locations, and legal descriptions. We will then contact the County Clerk's office, County and State Highway Departments, as necessary.

### IV. Field Data Collection

A major part of any survey project is the collection of field data and the measuring tools used to collect and store the data. Among Maser Consulting's strongest assets are our state-of-the-art field data collection equipment and a technologically driven support staff. Our field staff has laptop computers and smart phones that allow them instant access to our office personnel when needed. This allows us to quickly handle any issues that may come up during the course of the day. When working remotely the laptops allow them to process the day's work so we know before we leave a remote hard to get to location, that everything was located, and no return trip will be needed.

Our field teams are supported by a well-trained technology savvy office staff possessing extensive CADD capabilities. Maser Consulting is proficient in MicroStation with InRoads and Power Rail, plus AutoCAD Civil 3D. We have description codes installed on all data collectors that directly interface with this software. Our extensive experience in the collection of survey information by electronic methods has taught us how to collect this data in the most efficient manner for automatic input with symbols into levels or layers. Automated drafting routines are employed to efficiently and accurately draft line features such as curbs, walls, fences, utility lines, and pavement striping.

### V. QA/QC Procedures

Maser Consulting is committed to taking responsibility for the quality of all our deliverables and we understand that quality control is the job of the consultant, not the City. Quality Assurance and Quality Control (QA/QC) reviews are essential components of our workflow. Paul DiGiacobbe, PE, with over 30 years of experience in engineering and surveying related projects, throughout the State of Florida will be our Quality Assurance lead. Paul will manage QA/QC procedures and peer reviews for all final deliverables. The use of check lists for both field and CAD staff are integral parts of each project. Regular reviews are conducted on all field notes. Each staff member is held accountable for the work they perform by initialing a workflow form attached to each project. Field crew reports are handed in daily to help track progress. The office staff supplies the project manager and key staff members with man hour statistics to help better manage the time used on any specific project. These processes help in the QA/QC responsibilities. The Maser Consulting Team will also pass submittals through a peer review process to check for uniformity and compliance; identify inconsistencies and address accordingly until all issues are resolved and the survey files can be approved for submission. This process ensures that our team will deliver projects that are consistent, predictable and repeatable. The Maser Consulting Team has the knowledge, experience and commitment to insure successful project delivery.

### VI. Deliverables

Maser Consulting will provide the deliverables as required by each specific task or work assignment. Maser Consulting's internal secure FTP system and/or the online, open source, mapping tool defined by the City will be used as a means of





transferring electrical data to the City and its other sub consultants. Deliverables will also be made in hard copy format, and on disc, as required. A typical deliverable will include the following:

- Paper and Electronic Format (AutoCAD .dwg or MicroStation .DGN);
- Two (2) sets of the signed and sealed copies of the Final Survey plans;
- PDF files of the Final Survey;
- Copies of all notes, sketches, maps, deeds etc. used during the course of the survey;
- CD containing the .dwg or DGN files;
- Survey/Utility/or Geotechnical Report in Microsoft Word® format
- and DTM and/or CIVIL 3D surfaces

## VII. Project Closeout

During the course of the project, Maser Consulting will supply the project narratives of the work being performed, if required by the City of Key West. At the end of each project, Maser Consulting will provide copies of any and all information that was used to prepare the plans and reports.

In closing, Maser Consulting is fully equipped with highly qualified staff employing state-of-the-art equipment to successfully advance and complete survey services as identified in the Request for Qualifications. Our team will be responsive to the City of Key West for all requests.

## Location

As stated previously in our Qualifications Package, we propose John A. Liptak, PSM of our Miami, FL office as the Project Manager and primary point of contact for this contract. Our Miami operations will be the primary means of support for the City of Key West under this contract.

John Liptak, PSM  
 Vice President / Project Manager  
 8290 NW 64 Street, Miami, FL 33166  
 Email: [JLiptak@maserconsulting.com](mailto:JLiptak@maserconsulting.com)  
 Office: 305.597.9701 / Cell: 305.547.6340

## Availability of assigned Project Manager & Technical Support Staff to the City

Our management staff carefully allocates the firm’s resources to address the constantly shifting market demand for projects. We promote a management philosophy that **supports the cross-training of our staff to make them available to the various disciplines that need to respond to the active market sectors**. This enables Maser Consulting to maintain optimum utilization of highly trained individuals who provide resources for “Fast-Track” project completion. This approach has enabled us to maintain a steady stream of projects, while enabling us to allocate adequate resources to immediately respond to new project requests.

From the information provided in the proposal, the Maser Consulting Team feels that it can exceed any staff requirements needed for the completion of the wide range of projects under this contract. Maser Consulting has a highly qualified professional and technical staff, which will be mobilized immediately upon receipt of the City’s notice to proceed (NTP). The Maser Consulting Team has the available manpower and equipment to begin working on any task assigned and will provide our complete attention and commitment to meet the needs of the City of Key West.

An overview of Maser Consulting’s Florida staffing and availability are summarized below:





**MASER CONSULTING COMMITS 8 PROFESSIONAL SURVEYORS & MAPPERS TO THIS CONTRACT**

- 8 Florida Professional Surveyors & Mappers dedicated to this Contract:
  - John A. Liptak, PSM – 75% Available
  - Aimara Diaz la Rosa, PSM – 25% Available
  - Jose Morales, PSM – 50% Available
  - Denis A. Denis, PSM – 40% Available
  - Michael Ehrhart, PSM – 25% Available
  - David Ferraro, PLS – 25% Available
  - R. Wyatt Altman, PSM – 75% Available
  - Michael Cardo, PST – 75% Available

**MASER CONSULTING EMPLOYS 7 LAND SURVEYORS IN TRAINING IN FLORIDA**

- 3 Land Surveyors in Training dedicated to this Contract:
  - Ivan Cely – 50% Available
  - Tom Kilgore III – 75% Available
  - Andrew Wiseman – 75% Available

**MASER CONSULTING EMPLOYS 52 LAND SURVEY TECHNICIANS IN FLORIDA**

- 9 Land Survey Technicians are dedicated to this Contract with 100% Availability

**MASER CONSULTING EMPLOYS 16 FIELD SURVEY CREWS IN FLORIDA**

- 8 Field Survey Crews are dedicated to this Contract with 100% Availability

**FLORIDA-BASED SURVEYING AND MAPPING EQUIPMENT DEDICATED TO THIS CONTRACT INCLUDE:**

- 8 Trimble RTK GPS (all enabled with VRS Network capability)
- 8 Trimble Robotic Total Stations
- 3 3D Hi-Definition Laser Scanners
- 1 AMBERG Rail Survey Cart System
- 2 Riegl Mobile LiDAR Mapping Units
- 3 UAS Drone Systems with Photographic and LiDAR Sensors

With over 700 professional services employees in 23 offices nationwide, including 75+ employees in Florida, Maser Consulting pledges to the City of Key West that project assignments will receive appropriate resources to fulfill schedule and budget requirements. Our team has the experienced depth, quality, and quantity of staff to address all assignments associated with this contract. Maser Consulting is dedicated to addressing the needs of our clients in a manner that is responsive, budget-conscious, focused, and technically sound. Our team makes the commitment that all proposed key personnel will be allocated as necessary to meet the needs of the City. Careful project management will allow current staff and company workloads to be adjusted within established schedules for each assignment. Our commitment, together with the additional support available throughout the Maser Consulting network of offices, assures the City of a responsive project team.







## INTERNAL PEER REVIEW PROCEDURES

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Maser's Consulting Quality Control Procedures were originally established in 1984 to provide uniformity and reaffirm our commitment to Quality Assurances and Quality Control for all projects undertaken by the firm. Our Quality Control Committee meets monthly to continually review and update these procedures. The following elements are included in the plan.

### **Quality Control Plan**

The Firm shall follow the procedures for Quality Assurance Reviews on this project:

#### **Reviews:**

The Project Manager shall prepare a Review Sign-Off Sheet that will identify the Project, list all of the various phases included in the Project and provide space alongside each phase for initials and dates of the various reviewers required by these QA/QC Procedures. The Project shall not be considered to be complete and ready for delivery to the client until all required sign-offs have been made.

#### **Interim/Final Submittals:**

The Quality Assurance Manager shall review all interim and final client submittals. The Quality Assurance Manager shall thoroughly review the final Documents, Plans, and Specifications, prior to submittal to the client. The Quality Assurance Manager is to initial and date the sign-off sheet after completing each review.

#### **Field Surveys:**

All data compiled and recorded in the field shall be legible and chronicled in an orderly fashion. The recorded and/or plotted data, from surveys, must be recorded in a manner where it can be easily followed by the reviewer, and subsequent personnel.

#### **Computations:**

Computations shall be performed in an organized, logical sequence and shall be legible and neat. They must be followed easily by the checker and reviewer. The checking procedure shall be performed in the following steps:

- a) Checking shall be performed on copies of the original computation sheets using a red pen. Items and values found to be correct shall have a red check placed near them to indicate that they have been checked. Items found to be incorrect shall have a single line drawn through them such that the original data is legible, with the correct data written in red nearby.
- b) Upon completion of the checking procedure, the project manager shall back check all changes made by the checker, and after agreement of the project manager and checker, all changes shall be made to the original design sheets by the project manager. The checker shall back check that all changes to the original sheets are complete and accurate. Both the project manager and checker shall initial and date each original computation sheet using the date on which the work was performed for each sheet.
- c) All computation sheets shall be initialed and dated by the person performing the computations and by the checker. This procedure is provided for on the firm's computation pads.

#### **Computations performed by computer:**

- a) Computations performed by computer shall have the computer printout inserted in the computations. Computations obtained by the use of computer printouts must also include a printout of the input data. For calculations obtained by the use of computer, the printout of the computer input data shall be checked using the red color procedure described above. If the input data is found to be complete and correct, the output can be assumed to be numerically correct.





- b) Computations generated by computer spreadsheets shall be included in the printout and the formulas used on the spreadsheet shall be shown. A detailed check shall be made of the formulas and all input data and, as a minimum, one typical computation of each type shall be checked step by step using the formulas.

## **Drawings:**

At the start of the Project, the Project Manager shall establish the basic orientation, plan format and plan content, including scales and direction of stationing.

All drawings shall be initialed and dated by the person performing the drawing and the checker. It is recognized that individual drawings are rarely completed in a single operation. Despite this, all drawing and checking procedures and sequences shall have a documented record of the CADD Operator and the checker's initials and dates for the performance of the work. This requirement also pertains to sketches, study drawings and informal or backup drawings. The checker shall be a project surveyor.

Completed drawings/GISP Data Sets are to be reviewed by the Project Manager for completeness of all necessary data required to be shown on the drawing, for neatness and clarity and for the application of good engineering judgment. The Project Manager shall initial and date the master control sheet alongside the drawing reviewed to indicate that the review has been performed. The Quality Assurance manager shall initial and date, alongside the Project Manager's initials, those drawings he/she has reviewed. In particular, all quantity tabulations shown on the plans shall have a final mathematical check immediately prior to submission.





**1) Florida Keys Aqueduct Authority Professional Surveying and Mapping Services – US-1 and College Road, Stock Island - Water Distribution Upgrade, Monroe County, FL**

**Contact:** Marine Walterson

**Address:** 1100 Kennedy Drive, Key West, FL 33040

**Phone:** 305.295.2154 / **Email:** [mwalterson@fkaa.com](mailto:mwalterson@fkaa.com)

**Contract Period:** 03/2017 – 12/2017

**Assigned Staff:** John Liptak, PSM, Jose Morales, PSM

**Design Services Fee:** \$83,667.29

**Brief Description of Services Provided:** Under our Professional Surveying and Mapping Services contract with the Florida Keys Aqueduct Authority (FCAA), Maser Consulting performed Topographic Route Survey for College Road, Stock Island, Capital Improvement Project #2328-17. The project limits included College Road (approximately 9,200 feet), both intersections of US-1 and College Road (West and East Ends), and Southbound lane of US-1, east side of Cow Key Bridge to College Road (approximately 300 linear feet). Established survey baseline control points, benchmarks and elevations in compliance with all requirements of Chapter 472, Florida Statutes (Land Surveying). Services included location of all visible fixed improvements from centerline of road to 10 feet on either side of the right of way, including physical objects, roadway pavement, driveways, walls, curb, drainage swales, lift stations, signs, fences, power poles, buildings, and any other encumbrances; and location of all know above and below ground existing utilities. Also, responsible for all safety signage and Maintenance of Traffic for all surveying and mapping services performed within the existing roadway right of way.

**2) City of Miami – Miscellaneous Surveying and Mapping Services, Miami, FL**

**Contact:** Jose Otavio Caldeira, Project Manager, CIP

**Address:** Riverside Center, 444 SW 2<sup>nd</sup> Avenue, Miami, FL 33132

**Phone:** 305.416.1395 / **Email:** [jcaldeira@miamigov.com](mailto:jcaldeira@miamigov.com)

**Contract Period:** 11/2013 – 11/2017

**Assigned Staff:** John Liptak, PSM; Aimara Diaz La Rosa, PSM; Jorge Lacayo

**Design Services Fee:** Task-based Contract

**Brief Description of Services Provided:** Under this miscellaneous surveying and mapping services contract, Maser Consulting performed boundary and topographic surveys for various city parks (Peacock Park, Grove Mini-Park, North Bay Vista Park, Lummus Park, Henry Reeves Park, West Buena Vista Park, Dorsey Memorial Library, Silver Bluff Park, Simpson Park, Morningside Park). Surveys included elevations of tennis courts, basketball courts, athletic field areas and pertinent site features such as parking areas, buildings, trees, fences, sprinkler heads, and light poles. Scope of services included: Locating the project site in relation to property boundaries; All interior improvements and improvements in the adjoining half rights-of-way; Locating all Trees within the property Boundaries; provide a tree table with tree name, trunk diameter, height, and canopy; Locating all buildings within the survey area; provide building corners, perimeter dimensions, setback distances, top of parapet elevations, and finished floor elevations; Taking elevation shots at 50-foot intervals; additionally collect all visible terrain deviation such as low and high points; Locating all courts and show court lines, fences, etc.; Collecting invert elevation, pipe size, and pipe type of all accessible existing inlets and manholes; Locating all overhead utility lines and poles within the survey area; Showing existing easements; Setting two onsite Benchmarks with state plane coordinate and elevation, these points are to be used as control points during construction; Delivering 10 signed and sealed copies of the resulting map of survey, along with a CD containing digital version of the resulting map of survey in PDF and DWG formats; and Bathymetric Survey around Dock & Boat Ramp.

**3) City of Miami Beach, Professional Surveying and Mapping Services – West Avenue and Environs, Miami Beach, FL**

**Contact:** Brian T. Bellino, PSM

**Address:** 1700 Convention Center Drive, Miami Beach, FL 33139

**Phone:** 305.673.7000 ext. 6132 / **Email:** [briantbellino@miamibeachfl.gov](mailto:briantbellino@miamibeachfl.gov)

**Contract Period:** 09/2016 - Present

**Assigned Staff:** John Liptak, PSM; Zurelys C. Perez de Alejo, PSM; Aimara Diaz La Rosa, PSM; Jorge Lacayo

**Design Services Fee:** \$191,545.18





**Brief Description of Services Provided:** Maser Consulting has been providing topographic surveying and mapping services under a continuing services contract since 2016. One of the task work order consisted of performing Topographic Survey Services for West Avenue and Environs. The project included approximately 22,400 linear feet of roadway and an additional 1,200 linear feet of storm sewer outfall. The project includes compilation of topographic information for design. Scope includes establishing a baseline with 1000-foot stations, monuments; Cross section elevations defining all grade breaks such as intersections, swale, edge of pavement, pavement centerline, curb and gutter, edges of sidewalk, driveway connections, right-of-way line, edge of the 25-foot-right of-way offset, encroachments (both natural and built-in), etc.; locating and identifying all visible surface improvements and topographic features that exist along the width of the corridor such as: Existing valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, etc.; Aboveground and underground utilities, invert elevations of accessible underground utilities, wood/concrete utility poles, culverts, guardrails, pavement limits, headwalls, end-walls, manholes, vaults, mailboxes, driveways, side streets, trees, landscaping, traffic signage and any other noted improvements. Survey limits included the entire right-of-way and an additional overlap of 25-feet on either side of the right-of-way.

**4) FDOT District 6 – Right of Way Mapping and Survey Consultant**, Miami-Dade and Monroe Counties, FL

**Contact:** Cristina Kinman-Albury, PSM

**Address:** 1000 NW 111<sup>th</sup> Avenue, Miami, FL 33172

**Phone:** 305.470.5489 / **Email:** [cristina.albury@dpt.state.fl.us](mailto:cristina.albury@dpt.state.fl.us)

**Contract Period:** 06/2010 - Present

**Assigned Staff:** John Liptak, PSM; Jose Morales, PSM; Jorge Lacayo

**Design Services Fee:** \$1,500,000 (total contract)

**Brief Description of Services Provided:** Maser Consulting has been performing Right of Way Mapping and Surveying Consultant Services required consisting of field surveys for Right of Way Mapping and Design projects. Survey assignments include re-establishment of survey baselines, establishing primary and secondary horizontal and vertical control points, permanent benchmarks, Digital Terrain Models (DTM), Topography, Drainage Surveys, bridge data, maps, sketches and legal descriptions. Design Survey includes: Geodetic Control; Project Network Control Sheet; Alignments; Bench Levels; Topography; Roadway DTM and Tin Models; Side Street Surveys; Underground Utilities; Drainage Survey; Bridge Data Survey; Outfall, Detention and Mitigation Survey; and Stakeout of Borings. ROW Surveys include elements of Design survey as well as Section Ties; Subdivision Ties; Maintained Right of Way Survey; Building Ties; and Jurisdictional Line Survey; Right of Way Maps. Projects have included: SR 997/Krome Avenue; SR 5 at SE 2nd Avenue and SE 2nd Street; SR 968/Flagler Street and SW 1st Street; SR 953/LeJeune Road; SR 5 Maintenance Map; SR 932/NW 103rd Street/West 49th Street; SR 5 from SR 959/Red Road to SW 37th Ave./Douglas Road; and SR 985/SW 107th Avenue, to name a few.

**5) Miami-Dade County, General Land and Engineering Surveying Services**, Miami-Dade County, FL

**Contact:** Luis Lacau, PLS

**Address:** 111 NW 1<sup>st</sup> Street, Suite 1620, Miami, FL 33128

**Phone:** 305.375.5774 / **Email:** [Luis.Lacau@miamidade.gov](mailto:Luis.Lacau@miamidade.gov)

**Contract Period:** 11/2006 – Present

**Assigned Staff:** John Liptak, PSM; Aimara Diaz La Rosa, PSM; Jorge Lacayo

**Design Services Fee:** Task-based Contract


**Brief Description of Services Provided:** Maser Consulting has been providing general land surveying services under a continuing services contract since 2006. Scope of services include: boundary surveys, design surveys, underground utilities surveys, as-built surveys, photogrammetric services, and any supportive tasks. Projects have included: SW 117 Avenue from approximately SW 36 Street to Coral Way – Establish Right of Way tie Section, and Baseline and Topo/Elevations within Right of Way, including Tree Locations with descriptions (type), size, and canopy; 3845 NW 35 Avenue – Boundary Survey; Douglas Road Metro Rail Station Boundary Survey - Topo - Research - Legal Descriptions; Miami International Airport Project "L-157-A" – Verify Horizontal and Vertical Control and utility Control / Quality Assurance (Q/A-Q/C) ; MIA Reconnaissance of monumentation for airside Miami International Airport; MIA Perimeter Road – Boundary and Topographic Survey; and Fruit and Spice Park Expansion– Boundary Survey; Location of Buildings, Fences and Trees.





STATE OF FLORIDA PROFESSIONAL SERVICES LICENSES

**Maser Consulting P.A.**  
 PSM Business License No. LB7388  
 Expires: 02/28/2019

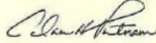


Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7388**  
 Expiration Date February 28, 2019

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


MASER CONSULTING, P.A.  
 8290 NW 64TH ST  
 MIAMI, FL 33166-2740



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.

**John A. Liptak, PSM**  
 PSM License No. LS5664  
 Expires: 02/28/2019

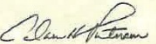


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 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

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 Expiration Date February 28, 2019

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


JOHN ALLEN LIPTAK  
 8290 NW 64TH ST  
 MIAMI, FL 33166-2740



ADAM H. PUTNAM  
 COMMISSIONER OF AGRICULTURE

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**Aimara Diaz La Rosa, PSM**  
 PSM License No. LS6796  
 Expires: 02/28/2019

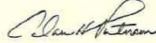


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License No.: **LS6796**  
 Expiration Date February 28, 2019

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 Under the provisions of Chapter 472, Florida Statutes


AIMARA DIAZ LA ROSA  
 19333 NW 87TH CT  
 HIALEAH, FL 33018-6215



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.

**Jose D. Morales, PSM**  
 PSM License No. LS6733  
 Expires: 02/28/2019

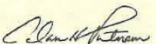


Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6733**  
 Expiration Date February 28, 2019

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

JOSE DAVID MORALES  
 8290 NW 64TH ST  
 MIAMI, FL 33166-2740




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.





**Denis A. Denis, PSM**  
PSM License No. LS7017  
Expires: 02/28/2019

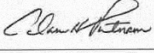


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Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7017**  
Expiration Date February 28, 2019

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


**DENIS ANTONIO DENIS**  
3670 NW 14TH TER  
MIAMI, FL 33125-1712



**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.

**Michael G. Ehrhart, PSM**  
PSM License No. LS6941  
Expires: 02/28/2019

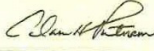


Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6941**  
Expiration Date February 28, 2019

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


**MICHAEL G EHRHART**  
3611 S OMAR AVE  
TAMPA, FL 33629-8233



**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.

**Charles David Ferraro, PSM**  
PSM License No. LS7156  
Expires: 02/28/2019




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.: **LS4768**  
Expiration Date February 28, 2019

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


**CHARLES DAVID FERRARO**  
2519 W NORTH ST  
TAMPA, FL 33614



**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.

**Michael Cardo, PSM**  
PSM License No. LS7156  
Expires: 02/28/2019

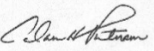


Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7156**  
Expiration Date February 28, 2019

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

**MICHAEL CARDO**  
11933 NW 12TH ST  
PEMBROKE PINES, FL 33026-4358



**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.









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

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

1. This sworn statement is submitted with Bid, Bid or Contract No. RFQ #18-002 for  
City of Key West

2. This sworn statement is submitted by Maser Consulting P.A.  
(Name of entity submitting sworn statement)

whose business address is 8290 NW 64 Street, Miami, FL 33166  
and (if applicable) its Federal  
Employer Identification Number (FEIN) is 22-2651610 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)

3. My name is John A. Liptak, PSM and my relationship to  
(Please print name of individual signing)

the entity named above is Vice 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.)

*John A. Liptak*  
(Signature)  
3/19/18  
(Date)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

John A. Liptak, PSM  
(Name of individual signing)

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

space provided above on this 19th day of March, 2018.



MARIA JORGE  
MY COMMISSION # FF 111277  
EXPIRES: August 9, 2018  
Bonded Thru Budget Notary Services

My commission expires: August 09, 2018  
NOTARY PUBLIC

Maria Jorge  
*Maria Jorge*

**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.

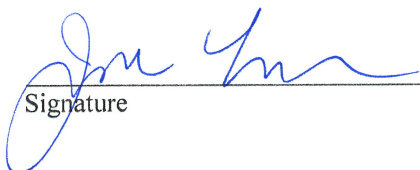
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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: Maser Consulting P.A.

SEAL:



8290 NW 64 Street, Miami, FL 33166  
Address

  
Signature

John A. Liptak, PSM  
Print Name

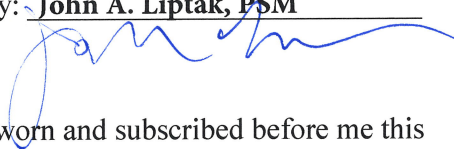
Vice President  
Title

3/19/18  
Date

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

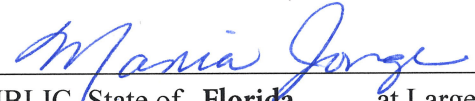
STATE OF FLORIDA )  
: SS 22-2651610  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of Maser Consulting P.A. 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: John A. Liptak, PSM  


Sworn and subscribed before me this

19th day of March, 2018.

Maria Jorge   
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: August 09, 2018



MARIA JORGE  
MY COMMISSION # FF 111277  
EXPIRES: August 9, 2018  
Bonded Thru Budget Notary Services

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

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

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

The cash equivalents of the following benefits apply:

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

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

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

(b) Equal benefits requirements.

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

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

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

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

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

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

- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

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

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

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

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

Where only one bid response is received.

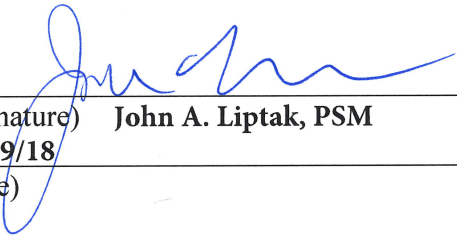
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
  
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract,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



**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA )  
: SS 22-2651610  
COUNTY OF MONROE )

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

  
\_\_\_\_\_  
(signature) **John A. Liptak, PSM**  
3/19/18  
\_\_\_\_\_  
(date)

Sworn and subscribed before me this

19th Day of March, 2018.

Maria Jorge   
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: August 09, 2018



MARIA JORGE  
MY COMMISSION # FF 111277  
EXPIRES: August 9, 2018  
Bonded Thru Budget Notary Services

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

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

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publically noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) *Procedure.*

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

(e) *Violations/penalties and procedures.*

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

(Ord. No. 13-11, § 1, 6-18-2013)

## **CORPORATE HEADQUARTERS**

331 Newman Springs Road, Suite 203  
Red Bank, NJ 07701

## **REGIONAL OFFICES**

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Clinton ■ Egg Harbor ■ Hamilton ■ Montvale  
Mt. Arlington ■ Mt. Laurel

### **New York**

Albany ■ Newburgh ■ Westchester

### **Pennsylvania**

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