

7.17.17

City Clerk
City of Key West
1300 White Street
Key West, FL 33040

RE: RFQ #17-003-General Landscape Architectural Services

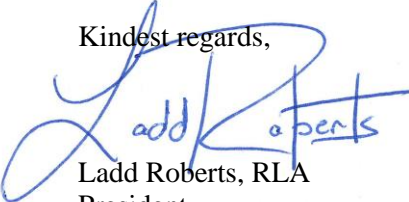
To whom it may concern,

Landwise Design is pleased to present our Request for Qualifications response for RFQ #17-003 for your review. We value the importance of providing quality expert services in a timely and professional manner while embracing the needs and demands of the client and trust our submittal will exceed your requirements for selection.

As President and Principal-in-Charge with Landwise Design, Mr. Roberts shall serve as Client Services Manager and Senior Project Manager. In addition to the contact information in the footer below, Mr. Roberts can be contacted via email at lroberts@landwisedesign.com.

We look forward to the opportunity to serve your project needs and hope you look favorably upon our submittal.

Kindest regards,



Ladd Roberts, RLA
President

REQUEST FOR QUALIFICATION
RESPONSE

GENERAL LANDSCAPE ARCHITECTURAL SERVICES

RFQ#17-003

SUBMITTED TO:



PREPARED BY:



GENERAL LANDSCAPE ARCHITECTURAL SERVICES

RFQ 13-003



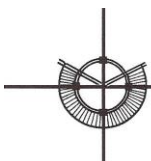
IN ASSOCIATION WITH



CRAIG REYNOLDS
landscape architecture



MITCHELL PLANNING & DESIGN



WILLIAM P. HORN ARCHITECT, P.A.

915 EATON STREET, KEY WEST, FLORIDA 33040

SECTION 1

RELEVANT EXPERIENCE

SECTION 2

COMPANY PROFILE, PROFESSIONAL QUALIFICATIONS AND ORGANIZATION

SECTION 3

PROJECT APPROACH

SECTION 4

QUALITY CONTROL

SECTION 5

SCHEDULE AND AVAILABILITY

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REFERENCES

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ANTI-KICKBACK, PUBLIC ENTITY CRIMES CERTIFICATIONS AND ADMINISTRATIVE INFORMATION (INSURANCE, LICENSES, ETC...)

Experience with Relevant Projects

Experience with Relevant Projects

Landwise Design is a leader in the practice of landscape architecture, recreation design, planning and construction. Mr. Roberts, President of Landwise Design, has had the good fortune to have worked for prominent award winning land planning and landscape architecture Firm's in state, including Landers-Atkins Planners and HDR Engineering. Prior to forming Landwise Design, Mr. Roberts was a Senior Project Manager for these Firms where he oversaw a wide range of landscape architecture, recreation and parks projects. HDR Engineering in particular was awarded continuing services contracts with the City of Jacksonville and St. Johns County for recreation and parks services (landscape architecture) during his tenure. Mr. Roberts and Landwise Design provide invaluable leadership and project management skills revolving around similar projects as may be requested by RFQ #17-003.

At Landwise Design, we value strong professional relationships and seek to align ourselves with the brightest minds and businesses that are the best in their fields. Our previous / current team members are each expert in their design, planning and construction disciplines. Our team members have worked with each other in one capacity or another from project to project throughout the Keys and Key West. This legacy of productivity, problem solving and creativity will be channeled into each effort Landwise Design undertakes on behalf of the City of Key West.

Landwise Design has established lasting working relationships with many local consultants such as:

- William P. Horn Architect, PA
- Perez Engineering and Development
- Mitchell Planning and Design, Inc.
- Craig Reynolds Landscape Architecture
- Reece Surveying.

And Contractors, such as:

- Keys Construction, Mark Oliver, Tavernier
- Ecoscapes, Evan Bell, Key West
- Botsford Builders, Brian Botsford, Marathon
- Native Construction, Brett Ekblom, Tavernier
- Gonzalez Brothers Landscaping, Willie Gonzalez, Marathon

Also, our designs always consider the Environment and Sustainability when contemplating design decisions. We strive to utilize recycled products, renewable resources, native plantings (xeric-scape), low to no volume irrigation, LED / Photovoltaic (Solar) lighting to minimize power consumption and more. We seek to bring the most contemporary forward-thinking design options to every challenge. Additionally, we approach every project with budget in mind, particularly in today's economic climate, with shrinking funding for capital improvement projects.

Relevant Project Summaries

The following pages are project summaries of various projects displaying relevant Landwise Design work experience throughout Florida. The projects represent a typical cross-section of the variety of project types, locations and scope sizes from small scale pocket parks, regional parks (**Bernstein Park**, Stock Island), connectivity master planning (**Sombrero Trail Landscape** for City of Marathon), streetscapes and detailed site and planting designs.



Section 1



HIGGS BEACH PARK, MONROE COUNTY / KEY WEST, FL

William P. Horn Architect, Landwise Design and Mitchell Planning and Design teamed together to conduct public workshops, garner Monroe County and Key West input and produced a Master Plan for the renovation of Higgs Beach Park.

The final deliverable was a Master Plan Summary Report – 2011 outlining the various components of the park, summarizing the (GPR) ground penetrating radar report for unmarked graves near the African Memorial and

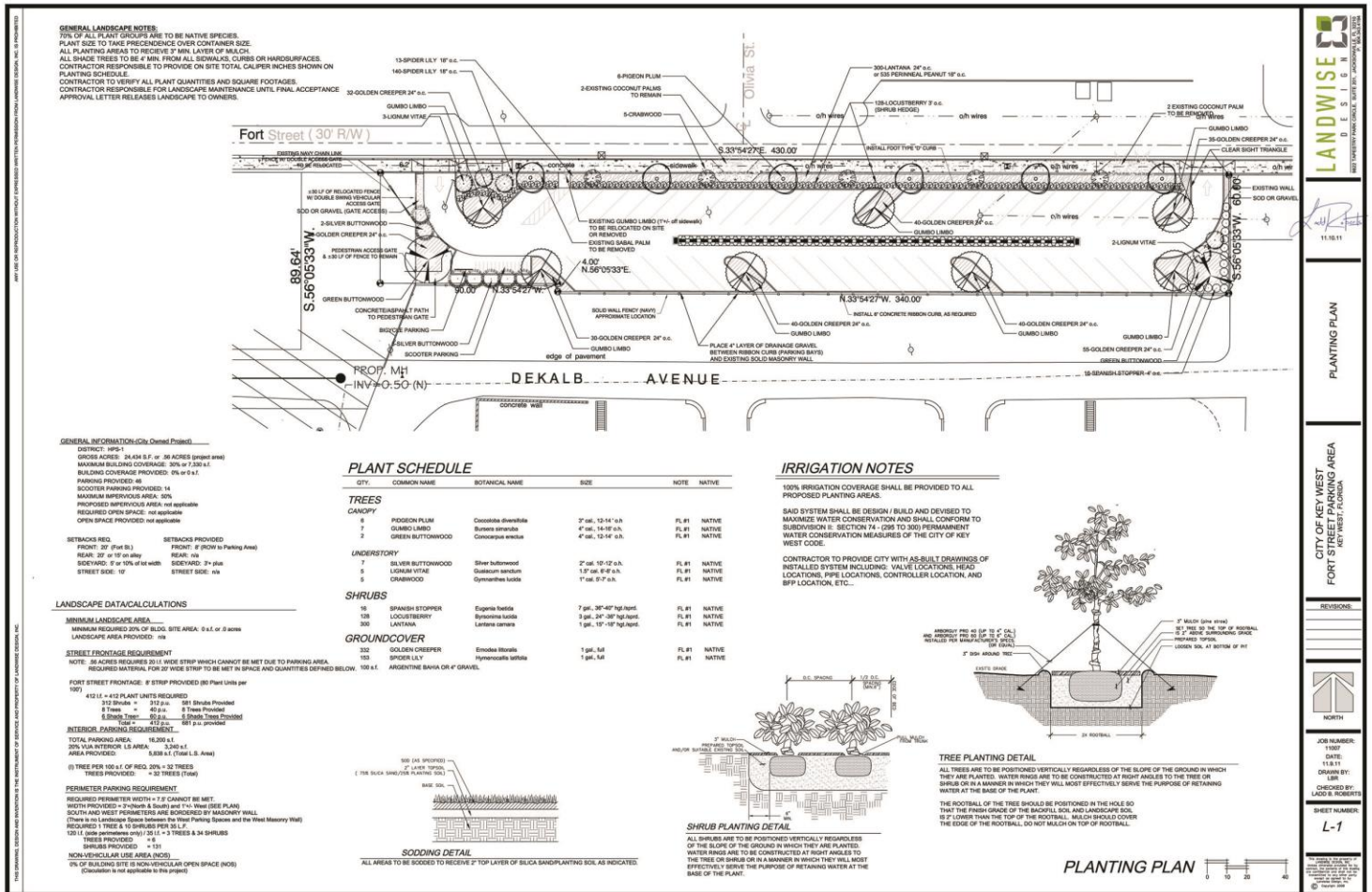
civic input from neighborhood groups. Our team has also been instrumental developing a Development Agreement with the City of Key West.

Client: Monroe County –Commissioner Heather Carruthers (305) 292-3430

Design Cost: \$45,000 plus 10K Survey

Construction Estimate: 5.9 million

Completion: Pending





CHURCH OF LATTER-DAY SAINTS, KEY WEST, FL

Landwise Design, working with Ecoscapes, Inc (KW), produced design and construction documents for the Church of Jesus Christ of Latter-Day Saints, located in New Town Key West on Northside Drive.

Working closely with the Key West Planning Department, the design strove to welcome the public while maintaining a sense of New Urbanism.

The site was also home to many native trees which were successfully relocated on-site. The landscape materials were

predominantly native with a focus on water conservation.

Client: Ecoscapes
Evan Bell-(305)797-0633
1120 Seminary Street
Key West, FL 33040

Design Fee: \$4,500

Construction Estimate/Cost: \$160,000

Year Completed: 2012



SOUTHERNMOST HOTEL CAMPUS, KEY WEST, FL

Landwise Design, working with Ecoscapes, Inc. (KW) designed and produced construction documents for multiple renovation projects within the Southernmost Hotel Campus.

Particular attention was given to Keys vernacular detailing at various pool amenities and motor courts.

Vehicular, pedestrian, scooter and bicycle circulation were of paramount concern when addressing design problems.

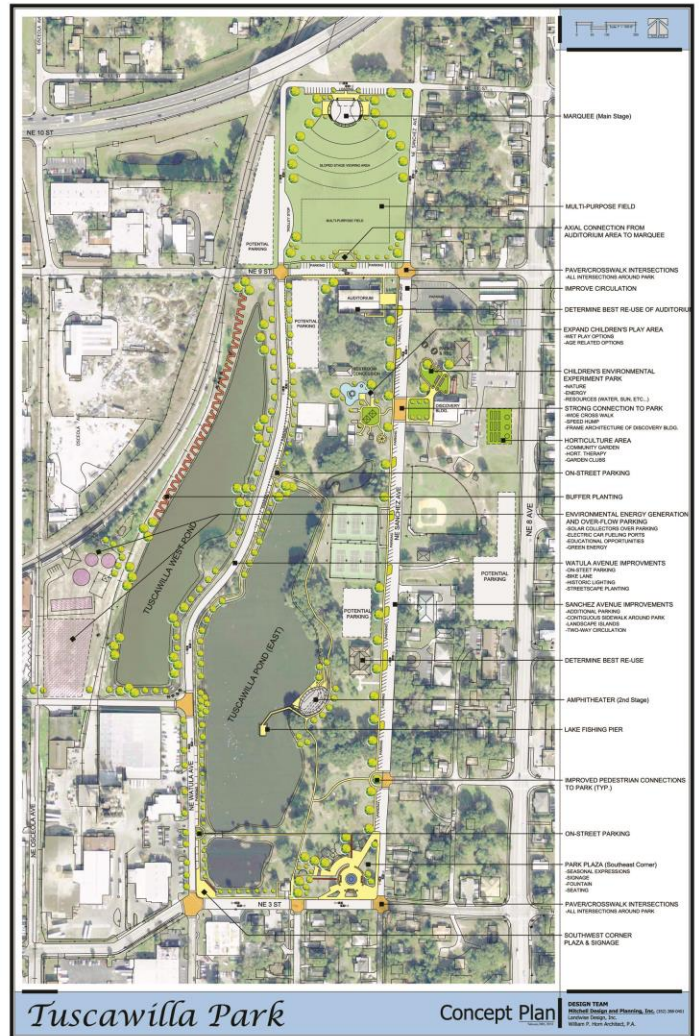
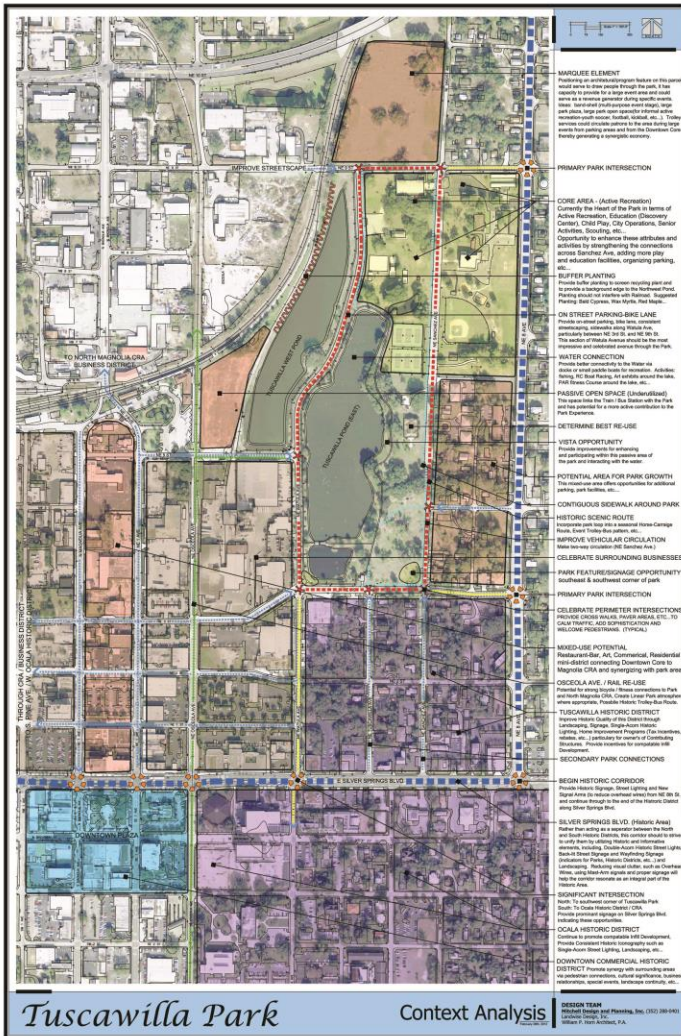
Client: Ecoscapes
Evan Bell – (305) 797-0633
1120 Seminary Street
Key West, FL 33040

Design Cost: \$4,500 to date (continuing)

Construction Cost: \$10,000 – \$30,000

Completion: 2011 - pending

Section 1



TUSCAWILLA PARK, OCALA, FL

Landwise Design teamed with Mitchell Planning & Design and William P. Horn Architect to participate in the Reinvent Tuscawilla Park design competition. Our proven teamwork and capacity for solving complex problems won our Team a \$2,500 prize for our design solution.

Our design includes: historic details, amphitheater, marquee stage, urban plaza, solar energy collection, environmental education stations, children play areas, passive areas and enhanced vehicular, bicycle and

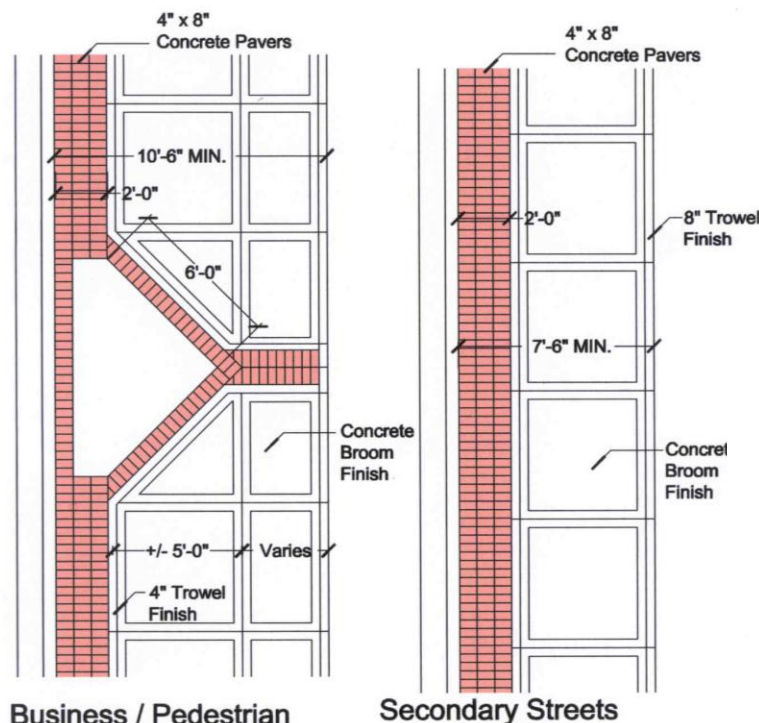
pedestrian circulation. Additionally, we suggest new profit centers, stronger connections to adjacent historic neighborhoods and the downtown commercial core.

Client: City of Ocala, FL

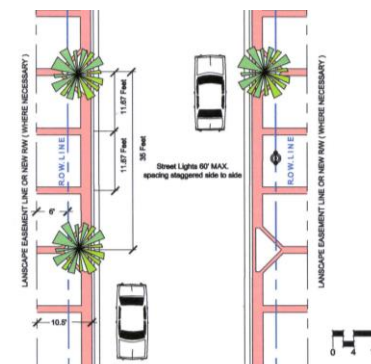
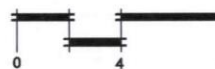
Design Cost: n/a (won \$2,500)

Construction Cost: n/a

Completed: (Design) 2012



Frame: Intra-District Streets



Frame: Inter-District or Intra-District Streets

DUE TO CONSTRAINTS IN R.O.W. WIDTH, THE PROPOSED PATTERN FOUND NORTH OF DUAL STREET VARIES SLIGHTLY FROM THE MODIFIED EXISTING PATTERN FOUND SOUTH OF DUAL STREET.

11 FT. TO 12 FT. SIDEWALK INCLUDING CONTINUOUS 2 FOOT CONCRETE PAVER BAND ALONG BACK OF CURB WITH 5 FT. SQUARE PLANTERS LOCATED 30 FT. ON CENTER, OUTLINED WITH A SINGLE CONCRETE PAVER BAND.

SUGGESTED PLANT MATERIAL:
WASHINGTON PALM
CRAPPE MYRTLE
LAUREL OAK
ALLEE ELM
GROUND COVER (OPTIONAL)

AS SHOWN ON PLAN, ADDITIONAL LANDSCAPE EASEMENTS MAY NEED TO BE DONATED BY PROPERTY OWNERS TO ALLOW FOR PROPOSED DESIGN (WIDTH VARIES).

COJ DOWNTOWN STREET STANDARDS JACKSONVILLE, FL

Mr. Roberts, participated in the production of definitive design standards for the downtown area of Jacksonville. The standards were based on the recently adopted Downtown Master Plan for the city.

The Downtown Master Plan, prepared by HDR Engineering, developed a series of street classifications which served as the starting point for preparing the standards.

The result was a palette of streetscape design applications that reflect the New Master Plan for downtown as well as

preserving historic and/or notable existing conditions.

Client:

City of Jacksonville
Dept. of Parks and Recreation

Project Type:

Streetscape Detailing





WATER STREET POCKET PARK JACKSONVILLE, FL

Mr. Roberts facilitated the design and implementation of this discrete infill park in the heart of urban Jacksonville.

The park serves to increase the general aesthetic of the downtown fabric while providing bench seating and shade opportunities for resident pedestrians.

This project was completed while Mr. Roberts served as a project manager for Landers-Atkins Planners.

Client:

City of Jacksonville
Dept. of Parks and Recreation
Fred Pope – Public Works
(904) 255-8786

Project Type:

Pocket Park

Design Fee: \$4,500

Construction Cost: \$160,000



SISTER'S CREEK ESPLANADE JACKSONVILLE, FL

Performed as an HDR Engineering project manager, Mr. Roberts facilitated the design of this waterfront park, event area and esplanade. Home to the Greater Jacksonville Kingfish Tournament, a formalized area was designed as a focal point, tournament spectator area and plaza for weekend activities.

Client:

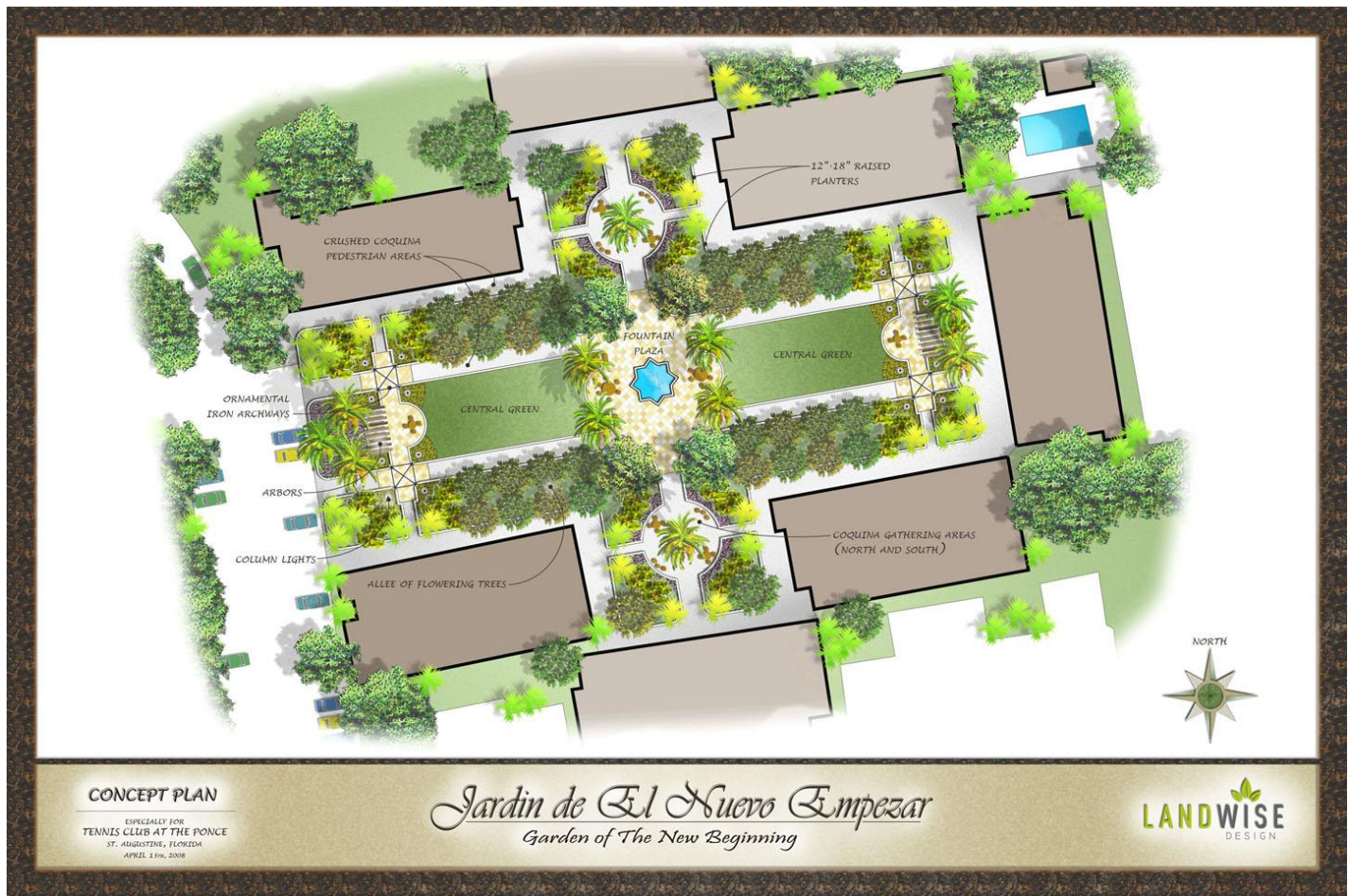
City of Jacksonville
Dept. of Parks and Recreation

Project Type:

Boat Ramp & Esplanade

Project Cost:

\$440,000 Construction Cost



JARDIN DE EL NEUVO EMPEZAR ST. AUGUSTINE, FL

Retained by the Tennis Club at the Ponce, Landwise Design provided concept development services as phase I of a multiple phase scope of work. The project involves the renovation of an interior courtyard space where currently 7 tennis courts exist. The courtyard is surrounded by 98 condominium units.

The design is intended to reinforce the strong axis that inherently exists among the units. Additionally, the architecture's character gives a slight nod to St. Augustine therefore the courtyard design

strives to strengthen this connection to our nation's oldest city.

Client:
Tennis Club at the Ponce

Project Type:
Private Community Garden-Park

Project Costs:
\$5,500 Design
\$312,000 Estimated Construction

Completion:
2007 design only-not constructed



CORAL HAMMOCK KEY WEST, FL

The Coral Hammock project required design coordination for landscaping and amenity aesthetics by Landwise Design. The project is a 55 unit gated vacation community located on 4.5 acres on Stock Island. The property required stringent perimeter planting by code and lush interior planting by choice.

At the heart of the community is an 1,800 s.f. pool with tiki hut surrounded by tropical garden landscaping. Pedestrian circulation was designed to move the user through the garden areas.

The combination of architecture, landscaping and hardscape design made this an award winning project.

Client: Coral Hammock, LLC
Everett Atwell, Jr. (863) 607-9496
6756 Crescent Woods Circle
Lakeland, FL 33813

Design Fee: \$9,500

Cost Estimate: \$337,000

Awarded Contract: \$293,450

Contractor: Vila and Sons (out of business)



ANGLER'S REEF ISLAMORADA, FL

In concert with Cronk, Duch Partners (Architects), Landwise Design coordinated efforts during an on-site design charrette to position 52 single family units, vehicular and pedestrian circulation, pool amenities and landscape onto approximately five acres of property. The resulting site plan was a comprehensive solution that maximized ocean views, showcased Conch vernacular architecture and stimulated an aggressive sales program making the project an immediate success during preconstruction sales.

Client: Angler's Reef, LLC
Everett Atwell, Jr. (863) 607-9496
6756 Crescent Woods Circle
Lakeland, FL 33813

Design Fee: \$14,000

Cost Estimate: \$450,000

Awarded Contract: \$424,800

Contractor: Gonzalez Brothers
Landscaping
Willie Gonzalez (305) 481-6746
PO Box 501740
Marathon, FL 33050



MONROE COUNTY SCHOOL BOARD VILLAGE, KEY WEST, FL

Landwise Design was hired by a private developer in 2006 to investigate design opportunities providing affordable housing options for the Monroe County School Board. The design included a passive park, affordable housing with pool amenities and the positioning of market rate units on a shared tract of land on the Key West Bight.

park design, community design and resort design all on a single parcel.

Client: n/a

Estimated Cost: n/a

Although the plan never came to fruition, the design displays Landwise Design's flexibility providing shared use spaces,



ALPINE GROVES PARK ST. JOHNS COUNTY, FL

As a project manager for HDR Engineering, Mr. Roberts coordinated necessary sub-consultants to produce a master plan and construction documents for an eco-sensitive design placing improvements such as: nature trails, interpretive signage, picnic areas and pavilions, observation boardwalks, playgrounds, security facilities, parking and storm water retention areas on the project site.

This park serves to protect environmentally sensitive lands, provide

resource based recreational activities and to promote historical and environmental education.

Client:

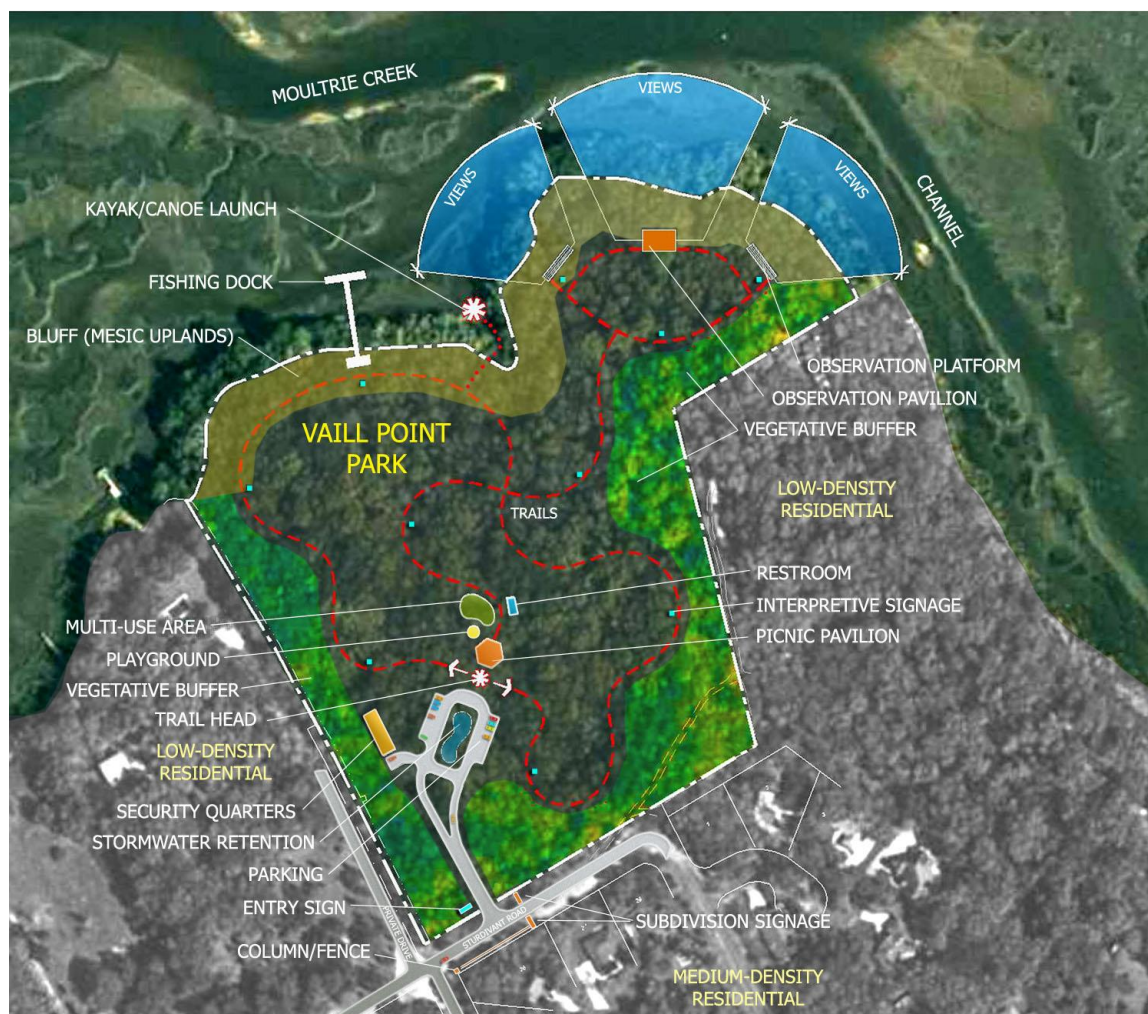
St. Johns County Recreation & Parks
Shorty Robbins – (904) 655-5843
Email - robbins.r@hillsboroughcounty.org
1209 E. Comanche Ave
Tampa, FL 33604

Project Type:

Regional Park

Design Fee: (Master Planning)

\$28,123



VAILL POINT PARK ST JOHNS COUNTY, FL

This 30 acre tract located at the confluence of Moultrie Creek and the Intracoastal Waterway is one of the many significant additions to St. Johns County's inventory.

As a project Manager with HDR Engineering, it was the responsibility of Mr. Roberts to coordinate archeological, geotechnical and surveying services prior to design master plan improvements.

Program elements include the following:
A canoe launch, observation platforms,

fishing docks, picnic areas, multi-purpose areas, parking and pavilions.

Client:

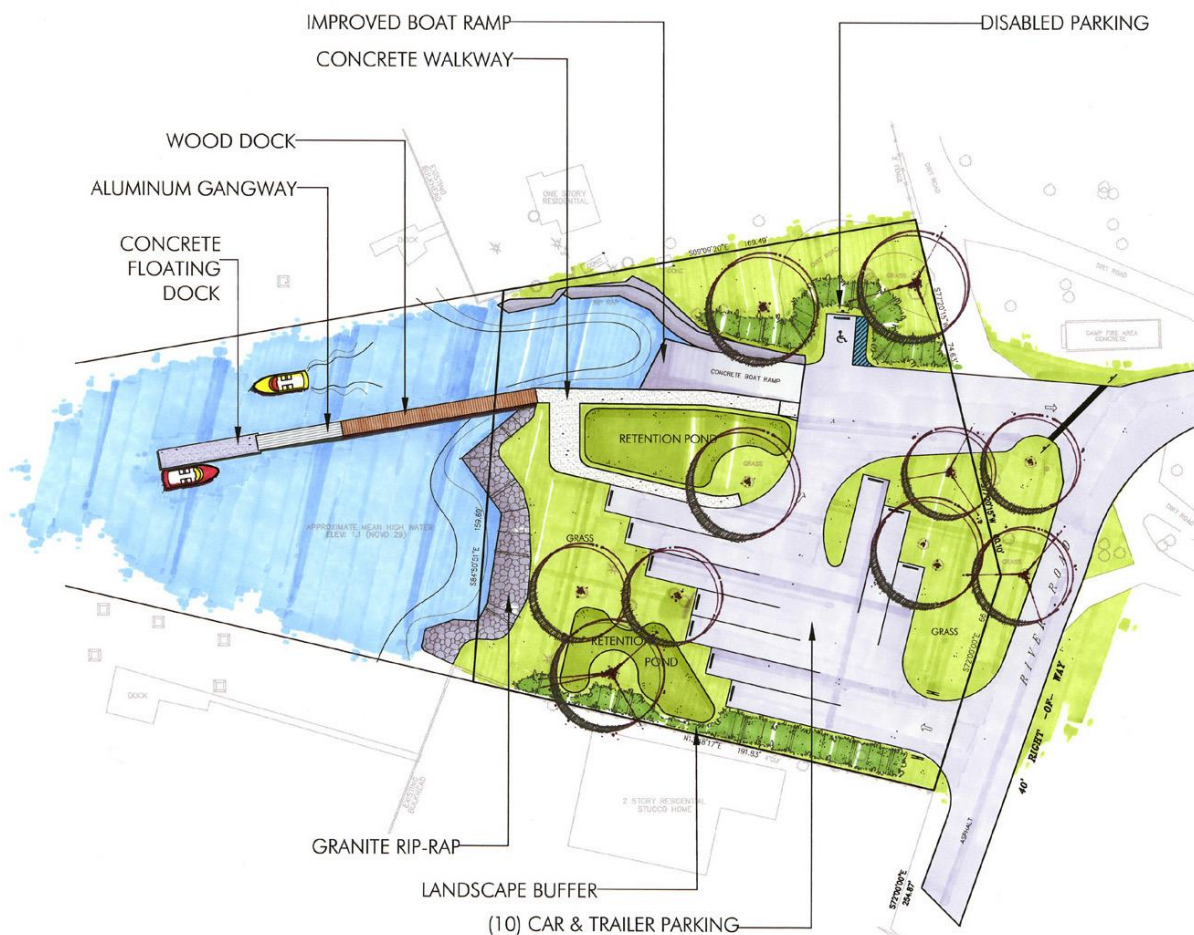
St. Johns County Recreation & Parks
Shorty Robbins (904) 655-5843
Email – robbins.r@hillsboroughcounty.org
1209 E. Comanche Ave
Tampa, FL 33604

Project Type:

Park Master Planning

Project Costs:

\$45,000 Design
\$862,784 Estimated Construction



PALMO BOAT RAMP ST. JOHNS COUNTY, FL

While employed by HDR Engineering, Mr. Roberts was project manager for all of St. Johns County's parks and recreation projects. It was the responsibility of Mr. Roberts to prepare a master site plan for the Palmo Boat Ramp facility.

The existing site was razed of existing structures leaving only a small boat ramp partially intact. The firm's task was to provide master planning and construction documents including: existing ramp renovations, vehicular circulation.

The plan yielded 10 car and trailer parking spaces without impacting any protected trees.

Client:

St. Johns County Recreation & Parks
Shorty Robbins – (904) 655-5843
Email-robins.r@hillsboroughcounty.org

Project Type:

Boat Ramp & Community Park

Project Costs:

\$66,022 Design
\$232,652 Estimate / \$245,000 Actual

Company Profile, Professional Qualifications and Organization

General Firm Information

Firm Name: Landwise Design, Inc.
 Firm President: Ladd B. Roberts, RLA 6666692
 Main Office: 1936 San Marco Blvd.
 Suite 201
 Jacksonville, FL 32207
 Affiliate Office: Craig Reynolds Landscape Architecture
 517 Duval Street
 Suite 204
 Key West, FL 33040
 Web Address: www.landwisedesign.com
 Phone Number: 904.343.4194
 Fax Number: Please use email. (lroberts@landwisedesign.com)
 Established: 2004
 Employees: 3-4

Office Resources (equipment and technical capabilities)

Hardware

Landwise Design utilizes modern equipment to successfully accomplish assignments with the highest level of professionalism. Frequently updated software and hardware enable our staff to accomplish our tasks in a precise and timely manner. All staff members are equipped with:

- Desktop, laptop computers & tablets
- Inkjet and laser printers
- Large format plotters (color/B&W),
- Conventional drafting and planning supplies
- Field supplies-digital cameras, tree tags, etc...
- Report binding, collating equipment

Typical deliverables are capable of being produced in-house while high volume deliverables may be sent to our Firm's accounts with local print services (i.e.-LDI Jaxcentral, Southside Blueprint, Inc).

During Public Facilitation workshops, our staff travels with laptop computers & tablets, an LCD HD projector (Epson Powerlite 740c) and a viewing screen. We are capable of transforming almost any venue into a professional, state-of-art viewing opportunity. In addition to projected images of presentations we often find a mounted (24"x36" minimum) plan or rendering of a project a useful tool as a backup in the rare event technology may prove unusable or infeasible.

Software

All computers are updated with current versions of software. In summary, we utilize the following programs to facilitate our work:

- Autocad
- Adobe Photoshop CS (Creative Suite)
- Sketch Up-for 3D modeling.
- Microsoft Office Suite-Powerpoint, word, excel, etc...

A typical project design will utilize all of the above software as a project moves through the design process and construction process.

In addition to in-house software, Landwise Design is familiar with government websites and their GIS mapping services, property appraiser's data bases and other useful City/County resources.

Service and Product Description

Landwise Design delivers a broad array of services relevant to urban planning, recreation planning and landscape architecture. As the Principal-in-Charge, Mr. Roberts brings over 20 years experience related to site planning, parks and recreation design, streetscape and landscape design and project management to the benefit of the Firm's clients. Historically, our Firm has worked closely with Planning and Parks and Recreation Staff to ensure final project designs meet the client's needs, comply with bond/grant-funded project protocols and satisfy public interest specific to each project. Additionally, we enjoy the challenges of urban landscape architecture and working with staff to design the most appropriate, environmentally sustainable landscape and streetscape solutions. A summary of services are listed below:

- Public Involvement Facilitation and Consensus Building
- Parks and Recreation Planning and Design
- Community and Neighborhood Planning
- Master Planning and Construction Documentation
- Streetscape / Roadway Planting Design
- Streetscape / Hardscape Theming and Design
- Rail Trail Conversion / Pedestrian-Bicycle Trail Planning
- Landscape Design
- Plant Material Selection (Keys Specific)
- Irrigation Design
- Lighting Design
- Tree Inventory and Mitigation
- Construction Management
- Construction Administration
- Marketing/Presentation Graphics (Renderings)
- Resort Design
- Permitting Coordination (SFWMD, ACOE, DEP)
- LEED, CPTED and Green Designs

Background and Experience

Mr. Roberts established Landwise Design after several years as a Senior Project Manager with Landers-Atkins Planners/HDR Engineering. During his tenure with HDR Mr. Roberts managed a myriad of urban planning, site design and parks and recreation projects for multiple municipalities, including St. Johns County and the City of Jacksonville. Mr. Roberts coordinated requisite design disciplines necessary to propel projects from paper to reality, including surveying, geotechnical services, archeology, environmental engineering, civil, structural, electrical engineering services and architectural services. Additionally, Mr. Roberts assisted the project consultants with Department of Environmental Protection, Army Corp of Engineers and Water Management District permitting and approvals. Past project scopes ranged from small scale neighborhood parks and boat ramps, community and regional parks and urban planning to large scale GIS master planning, streetscapes and community development.

In 2004, Mr. Roberts launched Landwise Design to serve Northeast/Coastal Florida and the Florida Keys. The Firm captured significant market share within the resort development sector while maintaining commercial and public/private clients thereby positioning Landwise Design as an emerging business with a broad spectrum of design and management experience. Since inception, the Firm has maintained a consistent volume of work, including High-End Residential design, Coastal Florida Community design, Industrial and Commercial design. Mr. Roberts has also guided the Firm toward Public work focusing on Parks and Recreation clients in order to further build upon the vast experience garnered throughout the years.

Landwise Design is a certified JSEB (Jacksonville Small & Emerging Business) in Duval County which meets multiple MBE / DBE criteria throughout the state.

Staff and Office Organization

Landwise Design is an innovative boutique Firm composed of a Principal-in-Charge, Design Associates and Administrative positions. A benefit of our firm is manifested through efficiencies resulting from knowing exactly who you are doing business with and who is directly accountable for the duties demanded by the Client. Landwise Design provides our Clients with immediate response and keen attention to detail.

Landwise Design Core Team Members:

President and Principal-in-Charge / Project Manager

Ladd B. Roberts, RLA (see resume)

Mr. Roberts shall serve as the Principal-in-Charge and oversee the daily operations for each Task Order and coordinate with Team members as necessary. All correspondence and meetings with Key West staff will be coordinated by Mr. Roberts throughout the contract. He brings an alert attention to detail, an ability to listen and communicate with the Client and shall be the primary design influence applied to each project.

As mentioned, Mr. Roberts avails over twenty years of experience as a landscape architect, project manager and design director to each project. Replete with experience in site planning, urban planning, parks and recreation design and project management, public meeting facilitation, tree mitigation, commercial projects, construction administration and observation, coordination with related design disciplines such as civil engineering, survey, geotech, structural engineering, environmental engineering, etc...and navigating the permitting process with various agencies Mr. Roberts knows how to bring a project from paper to reality.

Associate Designers

Bill Willis, RLA (see resume)

Mr. Willis shall serve to support the design and construction documentation efforts throughout the project. He will work closely with Mr. Roberts to refine and document the design from concept development to CD's. He shall also serve as a quality control coordinator (QAQC).

Mr. Willis has enjoyed over 30 years of success in the field of Landscape Architecture. Former owner of Environmental Design and Planning, Inc., Mr. Willis closed his firm to serve as the head of the Landscape Architecture department within Rink Design Partnership, Jacksonville. Recently retiring from Rink Design Partnership has provided Mr. Willis with the opportunity to join Landwise Design on an as-needed basis. He is capable of working 40 hours a week when required and is eager to contribute his years of experience to Landwise Design and its Clients.

Craig Reynolds, RLA (see resume)

Landwise Design has a long history of working with Mr. Reynolds (Craig Reynolds Landscape Architecture, Key West) and we utilize his office space while working on projects in the lower keys. Mr. Reynolds assists Landwise Design with multiple facets of design and project coordination. Our combined experience and long time professional relationship provide us with the



Section 2

advantage and capability to address complex design challenges in a timely, responsive and expert manner throughout the Florida Keys.

Mr. Reynolds established his own practice in 2002 as a leading design studio in Key West. Prior to, he spent seven years at Raymond Jungles, Inc. engaged in all aspects of design and project management for estate gardens throughout south Florida and the Caribbean. He obtained his Masters of Landscape Architecture from the University of Florida in 1997.

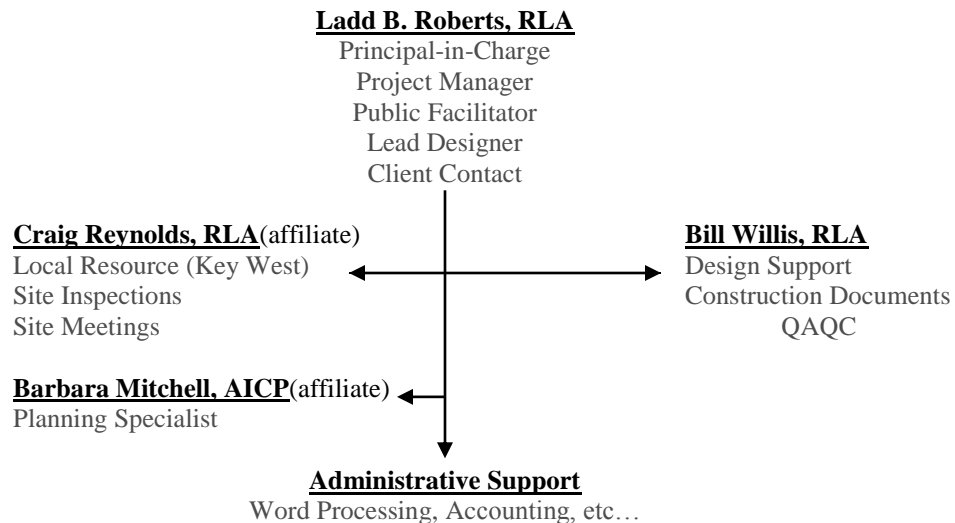
Barbara Mitchell, LEED AP (see resume)

Landwise Design also has a long standing professional relationship with Mrs. Barbara Mitchell and has teamed with her on multiple projects ranging from small scale roadway planting projects in Marathon to large scale Master Planning projects such as Higgs Beach Park in Key West. Mrs. Mitchell brings over twelve (12) years of direct City of Key West experience to our team and will assist with planning commission, tree commission and city commission issues as needed for specific Task Orders.

Administration

Shared Staff Administrator.

Landwise Design Office Organization Chart



The Design Team

Project Team Members (Sub-Consultants)

Landwise Design understands the importance of a high quality, expert team of consultants and their necessity to handle the complexities of designing and implementing projects that may arise through RFQ #13-007. Therefore, in addition to our Core Team Members, we have assembled a design team covering the central design disciplines to properly complete design challenges the City may present.

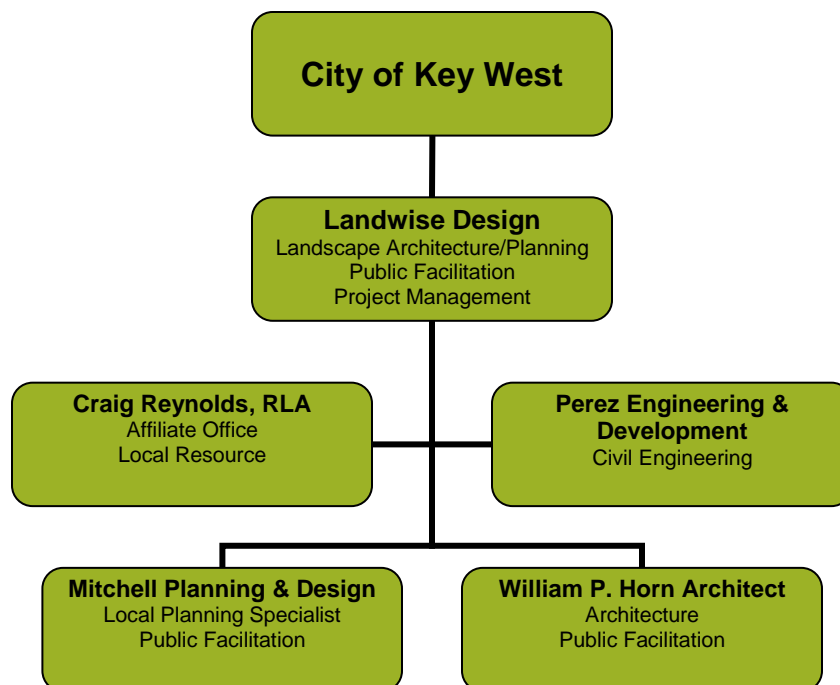
Landwise Design shall serve as the Prime consultant to the Client handling all correspondence, project management, public facilitation, sub-consultant coordination and construction administration. Our leadership and established relationships with our sub-consultants will allow us to efficiently orchestrate and manage RFQ 12-002 projects. Landwise Design suggests a teamed with **William P. Horn Architect, PA,** and **Perez Engineering & Development (PE&D)** to round out our multi-disciplinary approach should a project require it.

Perez Engineering & Development brings years of local experience to the Team with over seventeen years of Civil Engineering knowledge. PE&D provides professional services in the public, industrial, military, and private sectors. Based in Key West, Florida, their staff has a proven record of successfully managing and completing complex multi-discipline projects throughout the State of Florida and the Caribbean.

William P. Horn Architect, PA also brings years of Key West experience to our Team. He has a broad range of architectural, planning and public facilitation knowledge which has gained his firm multiple award winning projects. Mr. Horn was our Team Leader and Lead Consultant for the Higgs Beach Master Planning effort of which this entire team, save Mr. Reynolds, also participated and contributed to the design process.

In addition to the our suggested Design Team, Landwise Design welcomes the opportunity to work with any team configuration the City of Key West feels most appropriate for a project.

Below is an organizational chart of our Design Team representing the basic flow of communication, responsibilities and relationships:



Resumes of Consultant Principals /Managers



Ladd Roberts, RLA
LA6666692
Jacksonville, FL



education

University of North Florida
Bachelors of History, 1991

University of Florida
Masters of Landscape Architecture, 1997

profile

Over 15 years experience delivering

- Recreation Planning
- Landscape Architecture
- Public Facilitation and Consensus Building
- Project Management (Sub-Consultant Coordination)
- Excellent Client-Consultant Coordination
- Alert Attention to Detail

experience

Landwise Design, Inc. [2004-Present]
Landwise Design is currently marketing in Northeast Florida, the Florida Keys and Coastal Florida. Mr. Roberts's vast design experience, leadership coordinating various design disciplines, attention to detail and overarching understanding of the design and construction process empower him to make Landwise Design, Inc. the right company for your project challenges.

HDR Engineering [2002-2004]
HDR Engineering purchased Landers-Atkins Planners to establish a planning and landscape architecture division within their Jacksonville office. Building upon an already extensive client base, this merger provided a broader scope of work to our planning department; including FDOT, the Better Jacksonville Plan and parks and recreation work throughout multiple counties.

Responsibilities included the project management of nearly six hundred thousand dollars worth [design fees] of annual parks and recreation projects, plus FDOT, commercial and private projects.

Landers-Atkins Planners [1997-2002]
Landers-Atkins Planners was a medium sized land planning and landscape architecture firm in northeast, Florida. Mr. Roberts was hired in 1997 and brought with him a backlog of established clients and projects to the firm. He quickly rose to project manager, facilitating residential, commercial, private and municipal projects.

projects

Project references available upon request.



Bill Willis, RLA
 LA0000790
 Jacksonville, FL



education

University of Oregon
Bachelors of Landscape Architecture, 1975

profile

Over thirty years experience delivering

- Site Planning
- Landscape Architecture
- Private Corporate Development
- Public Sector Development
- Project Management (Sub-Consultant Coordination)
- Excellent Client-Consultant Coordination
- Quality Assessment, Quality Control

experience

Rink Design, Inc. [2001-2008]

Mr. Willis was the Department Head for the Planning and Landscape Architecture Studio throughout his tenure at Rink Design, a sixty-plus person multidiscipline firm. Projects ranged from single family residential sites to large scale multi-family projects, commercial and industrial campuses, college and university campuses, healthcare facilities and hotel and resort development.

Environmental Design and Planning Assoc. Inc. [1993-2001]

Mr. Willis was the Sole Proprietor and President of EDP, a small (less than five people) Landscape Architecture and Planning firm in Jacksonville, Florida. Projects ranged from single family residential sites to large scale multi-family projects, commercial and industrial campuses, college and university campuses, healthcare facilities and hotel and resort development.

Bill Willis and Associates [1990-1993]

Mr. Willis was the Sole Proprietor and President of BWA, a small (less than five people) Landscape Architecture and Planning firm in Orange Park, Florida. Projects ranged from single family residential sites to large scale multi-family projects, commercial and industrial campuses, college and university campuses, healthcare facilities and hotel and resort development.

Hartwig Willis and Associates [1978-1990]

Mr. Willis was Partner and Vice President of HWA, a medium (less than eleven people) Landscape Architecture and Planning firm in Jacksonville, Florida. Projects ranged from single family residential sites to large scale multi-family projects, commercial and industrial campuses, college and university campuses, healthcare facilities and hotel and resort development.

projects

Project references available upon request



CRAIG REYNOLDS
landscape architecture

3255 Flagler Avenue
Suite 305
Key West FL 33040
P: 305.292.7243
F: 305.768.0329

education The Ohio State University
 Bachelors of Fine Arts, 1991

University of Florida
 Masters of Landscape Architecture, 1996

experience **Raymond Jungles, Inc.**
 Associate Landscape Architect

1996-2002 (Miami & Key West)

Raymond Jungles, Inc., an award winning international design firm, offered landscape architectural services for estate gardens and commercial resorts.

Responsibilities included overall site planning and design, all aspects of project management, drawing production, and design studio operations.

Craig Reynolds Landscape Architecture, RLA
President

2002-Present (Key West)

CRLA offers landscape architectural design services for residential and resort projects throughout the Florida Keys and the Caribbean. Importance is placed on native plants and endemic materials.

Specific skills:

- Site planning and land use studies.
- Landscape, lighting, and hardscape design.
- Extensive pool, spa, and water feature design.
- Stormwater management and grading.
- Cost estimating and bidding.
- Construction management.

references References available on request



Barbara B. Mitchell, LEED AP

CAREER SUMMARY

President, Mitchell Planning & Design Inc., Ocklawaha, Florida 2010 to Present

Formed MPD Inc. in February 2010 in response to the downsizing of the Craig Company. Currently, Ms. Mitchell is a member of the development team for Higgs Beach Master Plan and is the landscape designer for the redevelopment of the BSA's Camp Sawyer on West Summerland Key. Other activities include preparation of landscape designs for affordable housing communities in Key Largo and Stock Island as well as residential gardens in Marathon. Provide land use planning services as requested by clients for projects in Marathon, Islamorada, Key West and Monroe County.

Vice President, The Craig Company, Key West, Florida 2001 to 2010

Provides project management, technical planning and landscape architecture services for new construction and redevelopment projects throughout Monroe County and its municipalities. Recent landscape projects include redevelopment of Atlantic Shores/Sands Resort in Key West and Banana Bay Resort in Marathon. Her expertise includes growth management, community planning, site planning and landscape architecture. Affiliate member American Society of Landscape Architects.

Senior Administrator Policy & Planning Monroe County, Florida 1996-2000

Originally hired as a Planning Technician to review building permits and implement the ROGO system. Subsequently promoted to Planner, Senior Planner and Senior Administrator. Compose/review staff reports for development approval, report to Planning Commission, member of Development Review Committee, assist in supervision of planning personnel. Approve commercial & residential as-of-right development and review and make recommendations for conditional use development, assist in development of local ordinances and their implementation, member American Planning Association.

Landscape Designer, Bayshore Nursery, Ramrod Key, FL 1992- 1996

Designed landscape plans, prepared proposals, responded to bid requests, and provided project management for residential and commercial projects throughout Monroe County, Florida. Consistently increased sales in landscape department.

Owner, Shrub Art Garden Design 1991-2000

As owner of the landscape design/installation firm formed in Fredericksburg, Virginia, Ms. Mitchell's projects included master planning, planting design, low voltage lighting design, procurement & installation of materials, and maintenance. Florida design and installation projects were devoted to residential xeriscape design principles utilizing native plants.

EDUCATION

BA Economics, Mary Washington College, Fredericksburg, Virginia 1980
 Landscape Design Certification, George Washington University, 1985
 John Brookes School of Landscape Design, Denmans, England, 1985
 La Napoule Art Foundation, Historic Restoration, La Napoule France, 1986
 Architectural Rendering Techniques, Mike Lin Graphic Workshop, 1990
 LEED AP Certification, June 2009

Mitchell Planning & Design, Inc., 15450 SE 103rd Place Road Ocklawaha, Florida
 Tel: 352/288.0401 Cell: 305/509-0966 Email: mitchellplanningdesign@gmail.com

Allen E. Perez, P.E.
 President
 Perez Engineering & Development, Inc.

Education	<p>Bachelor of Science in Civil Engineering University of South Florida, 1992</p> <p>Master of Science in Civil Engineering University of South Florida, 1995</p>
Years of Experience	17
Years at Perez Engineering	10
Registration/Licenses	Professional Engineer: Florida #51468
Summary	<p>Mr. Perez has more than seventeen (17) years of experience with storm water systems, potable water systems, and sanitary sewer systems. His experience includes the management and technical preparation of master plans, construction documents, permit submittals, and construction services for a wide variety of development activity. Mr. Perez has been providing professional engineering services, from his Key West office, for projects throughout the Florida Keys for over ten (10) years. He has assisted the City of Key West with the accelerated sanitary sewer rehabilitation project as well as numerous storm water projects. Mr. Perez has worked with the City of Key West on several FDOT LAP agreement projects:</p> <ul style="list-style-type: none"> • Flagler Avenue Sidewalk Improvements Phase I • Flagler Avenue Sidewalk Improvements Phase II • United Street Resurfacing Project <p>Mr. Perez has experience in providing Civil Engineering services for a variety of private and public sector clients. The following is a summary of some of his current public sector continuing services contracts:</p> <ul style="list-style-type: none"> • <i>City of Key West</i> <ul style="list-style-type: none"> ➤ <i>General Storm Water and Wastewater Engineer</i> ➤ <i>Professional Engineering Consulting Services</i> • <i>Monroe County</i> <ul style="list-style-type: none"> ➤ <i>General Airport Consultant</i> ➤ <i>Architectural/Engineering Services for Small Projects</i> • <i>Florida Keys Aqueduct Authority</i> <ul style="list-style-type: none"> ➤ <i>General Engineering Services</i> • <i>Monroe County Housing Authority</i> <ul style="list-style-type: none"> ➤ <i>General Engineering Services</i> • <i>Key West Housing Authority</i> <ul style="list-style-type: none"> ➤ <i>General Engineering Services</i> • <i>Monroe County School Board</i> <ul style="list-style-type: none"> ➤ <i>General Engineering Services</i> • <i>Key Largo Utility Treatment District</i> <ul style="list-style-type: none"> ➤ <i>General Engineering Services</i>





William P. Horn Architect, P.A.

WILLIAM P. HORN , R.A., N.C.A.R.B., L.E.E.D. AP

REGISTRATION & CERTIFICATIONS

STATE OF FLORIDA: No. 13537
 N.C.A.R.B. (National Council of Architectural Registration Boards) No. 52247
 L.E.E.D AP (Accredited Professional)

EDUCATION

THE UNIVERSITY OF PENNSYLVANIA, Graduate School of Fine Arts
 Master of Architecture - 1988

CLEMSON UNIVERSITY, College of Architecture
 Bachelor of Science in Architecture - 1982

ASSOCIATIONS

U.S. GREEN BUILDING COUNCIL - Member
 HARC- HISTORIC ARCHITECTURAL REVIEW BOARD- Past Chairman (three years)
 OLD ISLAND RESTORATION FOUNDATION – Past President, Member
 LEADERSHIP MONROE COUNTY (Class 1) - Alumni Member
 SUNRISE ROTARY CLUB - Member
 KEY WEST CHAMBER OF COMMERCE - Member
 NATIONAL COUNCIL OF ARCHITECTURE REGISTRATION BOARD – MEMBER
 MONTESSORI CHILDRENS SCHOOL – PAST VICE PRESIDENT, BOARD MEMBER

EXPERIENCE

1993 - PRESENT	WILLIAM P. HORN ARCHITECT, P.A. Principal Key West, Florida 33040
1988 - 1993	GONZALEZ ARCHITECTS Project Manager

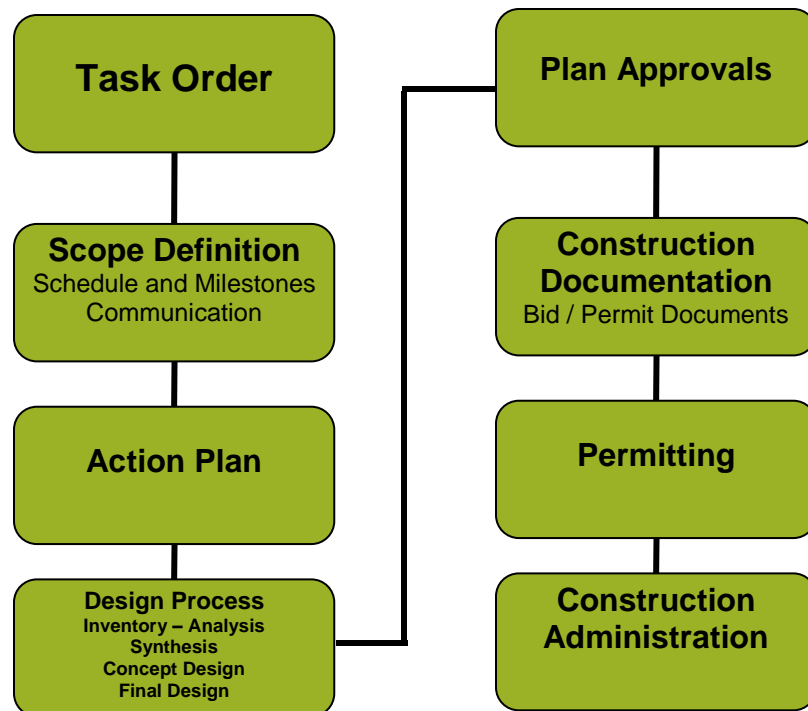


Project Approach

Methodology

Clients of Landwise Design, Inc. will benefit from the individualized attention of a small, local, personalized lead firm, while benefiting from state of the art technology and being on the cutting edge in design trends of the park and recreation field. Our staff's experience and project management expertise combined with established sub-consultant relationships enables our Firm and Team approach to efficiently and effectively guide a project from concept to reality.

Flow Chart of Process:



Scope Definition: Upon initiation of a project, representatives of Landwise Design will meet with the client to discuss the vision and direction of the assignment. This initial meeting should include a site visit, review of the resources available and coordination of potential assets. Additionally, the Client and Consultant will discuss the program elements and design direction desired by the City. Consultation may also include opportunities for outside funding where feasible, gathering names of potential stakeholders, and securing a project history to date, including any “strings attached” due to easements, funding agencies, etc... Our ultimate mission is to identify the Client’s Goals and Expectations for their project and to define the Scope of Services to accurately and efficiently achieve them.

Schedule and Milestones: Once the scope of the work is defined, the Consultant will then request a desired timeline from the Client. This timeline will then be incorporated into a schedule that considers the most appropriate Deliverables, refines the Organization Chart of necessary sub-consultants to effectively meet project demands, and reflects available Man-hour Budgets for the various sub-

consultants. A Consultant/Client coordinated Schedule will serve to ensure on-time deliverables and that Client expectations are met.

Communication: Landwise Design shall maintain regular communication with the Client. A clearly established Client Contact and Consultant Contact will ensure quality communication and understanding. We will establish regular meetings with minutes and circulate the minutes to all involved parties. In addition to Client communication, Landwise Design maintains frequent and constant communication with its Project Team through regularly scheduled meetings and email. All coordination for a Project will flow through the Principal-in-Charge of the project team.

Simultaneous to coordination with the client, Public Meetings, if required, will be scheduled to gather stakeholder input for each project. Generally speaking, three advertised public meetings are necessary for each phase of a project. To gather information for public meetings and later for permitting, environmental assessments may be performed, using data from a variety of sources including field study, FNAI, and client-supplied information. All Public Meetings will be well documented with summary minutes, participant lists (sign-in sheets), and possibly questionnaire responses.

If necessary, grant applications will be reviewed before submittals to ensure maximum coordination of project resources to points scored. We will work closely with City staff to ensure the maximum benefit is yielded through the grant process and to confirm our project direction and design adequately meet grant requirements.

Action Plan: After compiling information from the Client and taking into consideration stakeholder input and environmental factors for the project, Landwise Design will commence the Master Planning Process and/or Construction Documentation Process. Knowing the RFQ is soliciting vendors for a continuing services contract, each project (task order), small, medium or large, will go through the above scope definition, scheduling and communication process in order to determine the most appropriate course of action to successfully complete the effort.

Design Process

As with all design projects, Landwise Design shall apply standard design practices to each problem to ultimately derive at an appropriate solution. It is only through a systematic process, as described below, that the highest potential can be achieved and client satisfaction can be obtained. It is our goal to work closely with the Client through this process, to thoroughly explore design options and to expose solutions that might not otherwise be considered.

The process applied to this contract shall go through the following steps:

1. Inventory and Analysis

- a. Site Visit with the Client
- b. Photo Inventory
- c. Survey Collection and Review for completeness (It is assumed the Client shall provide base survey data in digital format, i.e.-autocad)
- d. Garner Public sentiment toward the project as needed via Client input or a Public Consensus building Workshop as needed.
- e. Inventory current and potential Uses of existing spaces.
- f. Inventory physical, ambient and potential Assets within the Project Area.
- g. Consult with the Client to gain their exact programming desires for the project.
- h. Analyze the above data and distill it into a useable format.
- i. Review this information with the Client.

2. Synthesis

- a. The information obtained during the Inventory and Analysis phase shall then be utilized to begin formulating design approaches to affectively solve the design challenges presented by the Client.
- b. The Synthesis Process is primarily an internal phase of work that allows the Design Team to explore issues, rank them and then formulate design solutions uniquely qualified for each.
- c. We shall identify all beneficial assets, opportunities and constraints inherent in the project area.
- d. Once through the Synthesis phase, the Design Team shall begin Design Efforts.

3. Conceptual Design

- a. At this stage, the Design Team shall generate Design Concepts for Review with the Client (and Public as necessary).
- b. Provide the Client with Conceptual Design ideas, multiple ideas may be presented.
- c. This level of work is relatively broad and general in nature. Color Renderings may be presented to the Client to affectively communicate Design Direction. This allows the Client to gain an understanding of the direction the Design Team would like to explore and allows the Client a forum to provide feedback and to inform the Design Team of any course corrections desired by the Owner.

4. Final Design

- a. Based on Client Input from the Conceptual Phase of work, the Design Team shall produce a Final Design (**Site Plan**) (small-medium scale), or **Master Plan** (large scale) for each Project.

Plan Approvals

Landwise Design shall assist with Master Plan, Site Plan and Development approvals as required by local, state and federal agencies, commissions, committees and boards.

Construction Documentation

Once the Design process is complete and the Final Design or Master Plan is accepted by the Client, the Consultant shall produce Construction Documents as needed to bid, permit and implement the Final Design. Construction Documents may include, but not be limited to the following:

1. Construction Documents

- a. Master Plan-(large projects) This plan shall be the guiding document that will inform the Design Decisions provided in the subsequent documents.
- b. Site Plan-(small to medium projects)
- c. Hardscape Plan with details.
- d. Geometry Plans with details.
- e. Grading and Drainage Plans
- f. Site Furnishings Plan with details.
- g. Signage and Way-Finding Plan
- h. Landscaping Plans with details.
- i. Irrigation Plans with details.
- j. Lighting Plans with details.
- k. Structural Plans with details.
- l. Electrical Plans with details.
- m. Architectural Plans with details.
- n. Specifications

Permit Documents

The Construction Documents shall serve as permit documents for each project. Landwise Design shall assist the city with processing the CD's or 'Permit Documents' through the local, county, state and federal permitting requirements as request by staff.

Project Management Services

Upon completion of the Design and Bidding process, Landwise Design shall provide Construction Management Services for the City of Key West to implement the proposed designs as needed per project.

Environmental Stewardship

Landwise Design considers it our professional responsibility for our Design Team to proactively seek design alternatives that embrace Best Standards and Practices through the use of LEED (Leadership in Energy and Environmental Design) applications, renewable resource utilization, indigenous and native utilization and Water Conservation. We consider our designs to be Green Solutions and will apply our best knowledge and resources to RFP #17-003 to make each project as environmentally sensitive as possible.

Deliverables, Hardbound Master Plan and Construction Documents

To recap our typical deliverables, Landwise Design provides its Clients with the following items at various stages of design and documentation:

Master Planning-Landwise Design shall document all facets of the Master Planning process, including: public meetings, site analysis, photo inventories, grant documentation and compliance, meeting minutes, estimates of construction costs, and design drawings.

The Master Plan / Site Plan Deliverables may Constitute:

- **Hardbound Summary Report**
- **Archeology Reports**
- **Geotechnical Reports**
- **Environmental Reports (Phase I, Phase II, Wetland Assessments, etc...)**
- **Mounted Color Renderings**
- **Project Feasibility Assessment**

Construction Documentation Deliverables

Plan sets shall be provided full size (24"x36"), Half Size (12"x18"), bound and drawn on City Title Blocks if prescribed by the City, otherwise all documents shall be provided on Landwise Design titleblocks.

The Consultant will provide construction document reviews with the Client at 30, 60, 90 and 100 percents of completion. We value not only the Client's input at these intervals but also utilize these opportunities to conduct internal quality control reviews. (see Section 4)

Quality Control

Introduction

Every employee at Landwise Design (LWD), both technical and administrative, and our Project Team sub-consultants, are expected to be committed to the implementation and continued improvement of our projects through Quality Assurance/Quality Control principles. It should be noted that this is LWD's planned QA/QC guideline, however the plan can change to meet any current standards which may be required to meet the City's program format. Additionally, larger scale projects require a higher level of QA/QC due to their complexity, duration and public involvement, whereas smaller scale projects may not necessitate such a rigorous QA/QC process. We tailor the intensity of the process to each project to ensure maximum efficiency at obtaining the highest quality work possible.

Objectives of the Quality Assurance Program

The objective of the QAP is to provide a planned and systematic approach to every project in order to deliver a quality product, whether it be a report, design plans and specifications, or construction management activities. Work completed by LWD shall meet both the project objectives and criteria established by the client and LWD by approaching every project logically and systematically with comprehensive review standards. The QAP has been prepared to:

- Provide procedures to follow so that every project is performed in an efficient manner while maintaining quality
- Provide adequate "checks and balances" within a project to verify the quality and direction of the work
- Provide uniformity and consistency of work products
- Provide project continuity so that work progresses as an organized, planned sequence of events
- Fulfill regulatory requirements pertinent to a specific project

Scope of Quality Assurance Program

The QAP provides the continuity and controls necessary to perform a project in a defined, systematic manner. In support of the QAP, LWD has developed technical standards for written documents and design drawings. Below are summaries of our organization and process:

Organization

A Principal-in-Charge (PIC) is an officer of the company. A Principal-in-Charge will be designated for each project as it is initiated and will be ultimately responsible for the successful completion of the project. The Principal-in-Charge will provide guidance throughout the project and reviews all contracts, reports, plans, and specifications for the project prior to submittal to the City.

A Quality Assurance Team (QAT) is established for each project to: (1) provide specific technical expertise to the project; and (2) provide technical review throughout the project. The QAT is responsible for evaluating the project approach and objectives, and reviewing the initial project planning document and deliverables at the 30, 60, 90, and 100 percent completion points for a project, and to provide necessary technical direction for the project. These reviews shall also be done in concert with the same submittal reviews as performed by the City.

Quality Control Process

Project Initiation

The project team assembled to conduct a given project will be defined during the development of the proposal. When a project is formally started, the Project Manager, client representatives, and project team members will be provided with a project brief which outlines the project scope, budget, schedule, and specific tasks of the project team. The project brief will include a description of the technical approach to be taken to meet the project objectives. The internal project initiation meeting is viewed as a critical first step in providing quality services in an efficient, technically sound, and cost-effective manner.

Preliminary Review Meeting (30%)

The PM is required to schedule a preliminary review meeting with the client's representative, and, if available, the Principal-in-Charge, at approximately the 30% completion point of a project. The preliminary analysis will include the review of the designer's approach, calculations, drawings, and specifications.

At the 30% completion mark, most physical site data forming the basis for any design activities or engineering studies shall have been collected and compiled into a legible and complete database. This database will be presented in the meeting. Engineering analyses required to support the design package will be outlined in detail to provide a complete package an independent reviewer could follow. Preliminary calculations will also be reviewed. Calculations shall reflect the same level of completion as the respective designs they support. Also at the 30% review, letters to all utility companies shall be sent out making them aware of the involvement of the project, and for those utilities to confirm to the PM if there are any potential utility impacts / conflicts that may exist.

Intermediate Review Meeting (60%)

An intermediate review meeting may be required, based on the project scope. This meeting would include the PIC in addition to the PM and the client representative. Project budget, schedule, and all engineering tasks will be discussed as previously described for the preliminary review meeting.

Pre-final Review (90%)

A pre-final review will be conducted by the client and the PIC for engineering quality and technical accuracy which meet both project objectives and the high standards of LWD. The comments and/or revisions made by the PIC and the QAT will be incorporated into the project documents prior to submittal to the client. LWD will view this pre-final document as a complete, accurate planning/engineering document fulfilling the project objectives and expectations of the client with an understanding that some issue may arise which needs addressing.

Final Review (100%)

A final review will be conducted by the client and the PIC for engineering quality and technical accuracy which meet both project objectives and the high standards of LWD. The comments and/or revisions made by the PIC and the QAT will be incorporated into the project documents prior to final submittal to the City. LWD will view this final document as a complete, accurate planning/engineering document fulfilling the project objectives and expectations of the client.

Construction Inspections

While the City varies from job to job in the level of service it desires to be performed by the consultant (as many job inspection services are performed by City inspectors), the consultant shall make complete written documentation of all field inspections summarized by specific disciplines. These inspections shall also include photographic recordings. Material Testing reports performed by the City's or team's material testing consultant shall be reviewed in concert with the appropriate site inspections (as needed). The consultant, regardless of the City inspection involvement shall perform construction observation sufficient enough to certify the completed project to the applicable regulatory agencies.

Project Closeout

Client comments, both verbal and written, will be incorporated into the final documents and will be submitted to the City and other parties, as required by the project scope. The PM is then responsible for completing accounting closeout forms, preparing a project closeout brief, organizing the master project file, and storing the documents into the central filing system. The project closeout brief will consist of a project summary abstract including project objectives, milestones, and budgetary summary.

Schedule and Availability

Commitment to Client Demand

Landwise Design considers every Client a top priority and makes every effort to avail resources to project demands in order to meet deadlines effectively with quality product. We consider ourselves flexible to most project schedules and we are constantly prepared to add quality staff to meet client or project demands.

Current Workload

Currently, Landwise Design is working at approximately a 95% man-hour capacity. At this time our projected percentage of project commitments/workloads based on projects currently under contract or projects expected to be contracted with Landwise Design over the next four months are as follows:

July 2017:	95%
August 2017:	90%
September 2017:	85%
October 2017:	80-85%

It should be noted, Landwise Design typically operates between 85%-95% levels. LWD values the opportunity to serve the City of Key West in order to maintain an 85-95% utilization of man-hours. This level of operation is desired for us to operate efficiently and provide education and support elements to continue to be a leader in our industry.

Project Schedule

Landwise Design and our Team shall coordinate our schedules to complete design and construction documentation efforts associated with each task order in a timely and responsive manner. If a project has a specific deadline we will review and adjust our schedule to best achieve the requested deadline.

Availability

Landwise Design's main office is located in Jacksonville, Florida as described in Section 2. However, we maintain a strong presence in the Keys and in particular Key West as demanded by our current workload. When in town we utilize office space at Craig Reynolds Landscape Architecture. If by chance the Principal-in-Charge is not available, Mr. Reynolds will be available to assist with local site meetings.

References

Landwise Design References

Reference Contacts

Development / Community Design / Amenity Design

Contact: Mr. Everett Atwell

Ironwood VG

eatwell@tampabay.rr.com

6604 Crescent Lake Drive

Lakeland, FL 33813

(863) 607-9496

Site / Landscape Design

Contact: Mr. Evan Bell

Ecoscapes

ldg5@bellsouth.net

1124 Seminary Street

Key West, FL 33040

(305) 797-0633

Master Planning / Residential Design and Construction

Contact: Mr. Cliff Duch

Cronk Duch Architecture

cliff@arch-cd.com

9822 Tapestry Park Circle

Jacksonville, FL 32246

(904) 626-3452



State of Florida

Department of State

I certify from the records of this office that LANDWISE DESIGN, INC is a corporation organized under the laws of the State of Florida, filed on August 2, 2004, effective July 30, 2004.

The document number of this corporation is P04000112416.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 20, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of July, 2017*



Ken DeFoner
Secretary of State

Tracking Number: CU3351321889

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

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



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF LANDSCAPE ARCHITECTURE
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**ROBERTS, LADD B
4073 SAN JUAN AVENUE
JACKSONVILLE FL 32210**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

LA6666692

ISSUED: 09/17/2015

**REGISTERED LANDSCAPE ARCHITECT
ROBERTS, LADD B
QUALIFIED PROFESSIONAL MANGROVE
TRIMMER**

**HAS REGISTERED under the provisions of Ch.481 FS.
Expiration date : NOV 30, 2017 L1509170001490**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE**

LICENSE NUMBER

LA6666692

**The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017**

QUALIFIED PROFESSIONAL MANGROVE TRIMMER

**ROBERTS, LADD B
4073 SAN JUAN AVENUE
JACKSONVILLE FL 32210**



ISSUED: 09/17/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1509170001490

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/11/2017

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

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

PRODUCER USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:														
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	6601305N839	01/12/2017	01/12/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	x	x	6601305N839	01/12/2017	01/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			DPS9910431	01/12/2017	01/12/2018	\$500,000 per claim \$500,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

Certificate holder is listed as an additional insured with respect to the General Liability and Auto Liability policies as required by written contract prior to a loss per policy terms & conditions. Waiver of Subrogation clause is applicable.

CERTIFICATE HOLDER**CANCELLATION**

The City of Key West 1340 Flagler Ave. Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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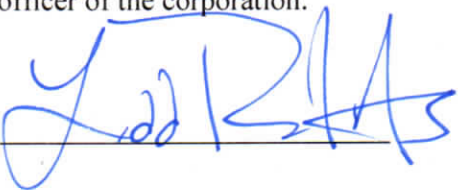
PART 2

FORMS AND AFFIDAVITS

ANTI-KICKBACK AFFIDAVIT

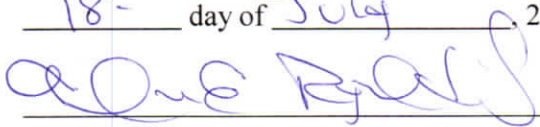
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

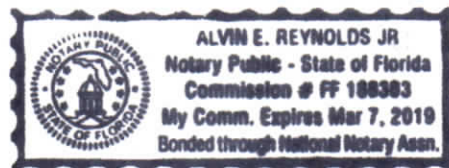
By: 

Sworn and subscribed before me this

18th day of July, 2017.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 3-7-2019



**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 #17-003 for _____
2. This sworn statement is submitted by LANDWISK DESIGN
(Name of entity submitting sworn statement)
whose business address is 1936 SAN MARCO BLVD
JAX, FL 32207 and (if applicable) its Federal
Employer Identification Number (FEIN) is 41-2175573 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is LAOD ROBERTS and my relationship to
(Please print name of individual signing)
the entity named above is PRESIDENT.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

(Signature)

Ladd Roberts

STATE OF Florida (Date)

COUNTY OF Duval

Ladd Roberts
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

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

space provided above on this 18th day of July, 2017.

My commission expires:
NOTARY PUBLIC

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: LANDWISE DESIGN

SEAL:

1936 SAN MARCO BLVD, JAX FL 32207
Address

Ladd Roberts
Signature

LADD ROBERTS
Print Name

PRESIDENT
Title

7.18.17
Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of
LANDWISE DESIGN 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.

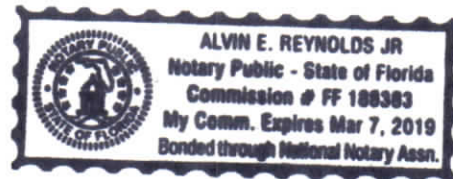
By: [Signature]

Sworn and subscribed before me this

18th day of July, 2017.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 3-7-2019



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

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

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

The cash equivalents of the following benefits apply:

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

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

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

(b) Equal benefits requirements.

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

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

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

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

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

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

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

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

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

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

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of LANDWISE DESIGN 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]

(signature)

2.18.17

(date)

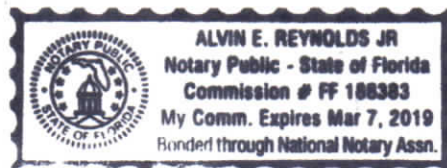
Sworn and subscribed before me this

18th Day of July, 2017.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 3-7-2019



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)