# The City of Key West

RFQ #20-002:

# Environmental Engineering Services 2020 – Coastal Engineering Services

Prepared by:



www.hanswilson.com

# Hans Wilson & Associates, Inc. Marine Engineers & Environmental Consultants

1938 Hill Avenue • Fort Myers, Florida 33901 (239) 334-6870 • FAX (239) 334-7810 info@hanswilson.com

Contact Person: Hans Wilson, PE

Closing Date / Time: January 8, 2020 at 3:00 P.M.



January 8, 2020

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

Ms. Smith,

Hans Wilson & Associates, Inc. (HWA) appreciates the opportunity to provide our response to RFQ #20-002: Environmental Engineering Services 2020. The focus of our submittal is related to the Coastal Engineering element.

HWA has wide-ranging experience in site planning, design, permitting, and construction management. Our team is both experienced and qualified to address the City's needs, with a strong emphasis on coastal and waterway environments. Our proven track record working with municipalities, county, and state governments demonstrates our ability to understand the goals and objectives of staff within these organizations and their goal to produce a complete project within an allotted budget and a specific time frame. We are prepared to achieve those goals for the City.

As the contract authority, our submittal of this package stands as our agreement to meet the insurance requirements and execute services based on the City's RFQ. With the same authority, I have reviewed the enclosed documents and certify the contents of this submittal to be true and accurate.

We appreciate the opportunity to once again work with the City and believe we represent a team that will achieve the City's best interests on a cost-effective basis. Having successfully completed the Tarpon Pier replacement we enjoyed working with City staff. We appreciate the consideration of our team and look forward to continuing that working relationship with the City.

Sincerely,

Hans J.M. Wilson



# **COMPANY PROFILE**

Hans Wilson & Associates, Inc., is a Florida marine engineering and environmental consulting firm providing coastal, environmental, marine and water resource consulting services to a vast array of public and private clients. HWA has been providing services similar to those delineated in this solicitation to government clients in South Florida for almost 20 years. The firm has combined experience that spans well over 75 years. Areas of expertise include environmental assessments, coastal/waterfront engineering, site planning and design, local/state/federal permitting, and construction management of various marinas, navigation projects, shoreline stabilization, and waterfront developments. Our forte is the smaller, more difficult projects that many larger firms cannot address cost effectively. We pride ourselves in creative problem solving extending from single family up to industrial waterfront developments.

#### VISION STATEMENT

"To provide quality, cost effective consulting and engineering design services, balancing the impact of human development in the environment."

**COMPANY TENETS OF OPERATION -** Knowledge, Quality, and Service.

#### **KEY OFFICERS**

Hans Wilson, P.E. (President) and Robin Mixon (V.P.), with over 50 years combined experience, serve as the principals for HWA dealing with design, engineering, permitting, construction management, waterfront real estate, and operational/financial analyses.

#### **COMPANY PHILOSOPHY**

It is our belief that a passion for this business is essential for success in the environmental and engineering field. Along with the passion there has to be the skill sets required to complete the job successfully and within budget. With a technologically challenging work environment continuing education is not optional, it is essential, to being prepared to provide cost effective consulting services for our clients.

HWA takes great pride in having completed a wide variety of projects for a diversity of clients. HWA has a staff that not only works, but plays, in the same project areas. This brings a real time, end user perspective of how the final product will perform. It is the ongoing use, and observation of our project performance, whether a marina, navigation channel, lake bank restoration or mitigation site, that allows HWA to apply that field knowledge to future projects. This experience frequently makes the difference in the quality and longevity of our projects.

HWA works within both the private and public sector on a variety of water related projects. Our firm is responsible for developing creative solutions to problems associated with erosion, navigation, and water access. Our problem solving expertise is coupled with an extensive knowledge of the regulatory permit process critical to securing the authorizations needed for construction. HWA offers a complete set of consulting services that includes feasibility studies, public coordination, permitting and agency coordination, engineering/design, bidding/construction oversight services, and environmental monitoring. The principal focus of the organization has been on boating and water access developed through a variety of projects that include:



- public park boat ramps, fishing piers, docks, and boardwalks
- o shoreline stabilization (seawalls, revetments, and living shorelines)
- o lake bank restoration and renovation
- o dredging and dredged material management
- o hydrographic surveys, easements and leases.
- o environmental studies (submerged aquatic vegetation / wetland delineation)
- o environmental mitigation and habitat restoration projects
- o commercial waterfronts, industrial marine, and recreational facilities
- o marina due diligence, feasibility, and strategic planning assessments
- marina design and renovations
- water access feasibility studies

HWA carries the requisite general and professional liability insurances for all operations, including USL&H (Longshore Harborworkers Compensation Act Insurance) covering work conducted over the water, for which Workers Compensation does not apply. This insurance alone can identify those consulting firms properly committed to legally working on, and around, the water.







# **PROJECT TEAM**

HWA's team of qualified professionals will be available throughout the duration of the contract and will be able to begin work immediately upon signing of a contract with the City. The team's current availability will sufficiently allow for dedicated effort and timely subtask completion of each assignment. The project staff can, and will, commit to providing the City with the required levels of service as well as the necessary resources to ensure timely completion of the work tasks within budget.

The team consists of eight (8) full time employees that all work from our single location in Fort Myers.

# **EXECUTIVE MANAGEMENT**

Hans J.M. Wilson, P.E. President (2000) Chief Executive Officer Robin M. Mixon Vice President (2005) Chief Financial Officer

# CONSULTING STAFF

Chester R. Young

Sr. Project Manager (2002)

Jonathan Waters, E.I. Project Engineer (2016)

lan Fisher, E.I.

Project Engineer (2018)

Paul Domke, E.I. Project Engineer (2019)

# PRODUCTION/ADMINISTRATION STAFF

Johanna Shifflette Permits Manager (2003)

Tina Cesarino
Administrative Assistant (2012)

# **SUB-CONSULTANTS**

Stephanie Caldwell, P.E.

Greensite Engineering, Inc. Civil / Stormwater Engineer

### Sandra Walters

Sandra Walters Consultants, Inc. Environmental Consultant



Key personnel's expertise, and qualifications / education for each task are as follows:

- Hans Wilson, P.E. is our principal engineer with 34 years of experience in planning, design, permitting, and construction management of various coastal resource and waterfront development related projects, both locally and internationally. Hans has a Bachelor of Science in Ocean Engineering (1981) and is a licensed Professional Engineer (1988).
- Chester Young is our Senior Project Manager with over 30 years of experience in surveying; managing water related engineering projects, and construction observation. Chester is the principal contact with all of our marine contractors and has overseen the construction of a variety of projects that include industrial seawalls, coastline revetments, new and maintenance dredging, coastal structures, and barrier island projects. He is particularly skilled in assessing stormwater systems and their influence on shoreline stabilization.
- Jonathan Waters, Project Engineer, graduated from Florida Gulf Coast University with a double degree in civil and environmental engineering. He has been responsible for marina and boat ramp designs, NPDES permitting, and managing compliance conditions associated with lake bank stabilization projects in Fort Myers and Naples. He is our water quality expert with an eye towards long term improvements in waterway water quality and the impacts of sea level rise on stormwater management systems.
- O lan Fisher, Project Engineer, has a Masters in Ocean Engineering (2017) and has passed his PE exam. He is currently awaiting the necessary time requirements for licensure. Ian has worked on a variety of projects across the coastal and marine engineering spectrum. Ian's current responsibilities at HWA include bathymetric surveys, environmental resource permitting, preparation of reports and construction plans and specifications, overseeing water quality testing and reports, as well as CCCL permitting and letters of map revision involving LiDAR analysis.
- Paul Domke, Project Engineer, has over five years of experience working for a marine contractor as an Estimator and Project Manager and brings to HWA extensive field experience in overseeing marine construction projects. Paul has a Degree in Construction Management and is a certified Engineering Intern. Paul is responsible for preparing construction plans, technical specifications, and opinions of probable cost in addition to overseeing construction projects.
- Johanna Shifflette, Permits Manager, has 21 years of experience in the legal field as a paralegal. She has been with HWA for over 15 years and tracks the regulatory agencies rule and statute changes as well as monitoring the progress of the myriad of permit applications that are part of HWA services. She is the glue that binds our team into making sure we deliver product on time to the client and agencies.



To remain a lean, cost efficient consulting firm, HWA is staffed to provide a specific set of services. In some cases a unique task requires a talent not within the tool set of HWA. As a result we team with a consistent set of professionals that provide outside capabilities when a complement to our services is warranted. We have continued to work with these firms over the years, developing an excellent working relationship that benefits our clients.

Please note that HWA has two additional administrative personnel that back up this professional team for services outlined in this solicitation.

Greensite Engineering, Inc./Stephanie Caldwell, P.E. – Stephanie is a civil engineer that specializes in stormwater design. We have worked with Stephanie on a variety of stormwater projects over many years. In situations where we require an evaluation of the design model for a stormwater system that we suspect is not meeting the design intent, we employ Stephanie to work with us in running those models. She has teamed with HWA in evaluating stormwater systems and assisted us with resolving permit violations. We recently completed a conditions evaluation of the stormwater management system for a community in Fort Myers and Stephanie provided input on revisions to the golf course design to address alterations to the system. We have identified design flaws in the original stormwater system for Gulf Harbor Yacht and County Club and are worked with Stephanie in securing District permits to alter the system and address the flaws in the design. We are currently teamed with Stephanie on evaluating an existing municipal marina for renovations. HWA is handling the waterfront design and permitting aspects while Stephanie is responsible for parking and stormwater management on the upland. This includes considerations for habitat restoration in the basins and tying that into stormwater pre-treatment before discharge to the adjacent waterbody. Water quality is a critical component of waterfront facilities, whether originating from within or off site.

Sandy Walters Consultants, Inc.(SWC)/Sandra Walters (M.S. Marine Studies) – HWA has a tenyear working relationship with Sandy and her team. Her firm is an FDOT certified Disadvantaged Business Enterprise and A.A.U.S. certified for underwater environmental surveys. For government projects requiring extensive seagrass and submerged resource surveys compliant with O.S.H.A. standards we team with Sandy. We have also engaged Sandy for conducting Environmental Audits, Phase I and II, as part of our marina site assessments and due diligence studies. Sandy's group also has on board experts in corals, not usually an issue in S.W. Florida, but important for HWA projects conducted in the Florida Keys. HWA teamed with SWC in conducting site evaluations, planning and design, and preparing construction drawings for a private multi-slip marina on Stock Island. The dock was designed and constructed with a focus on preserving light penetration through the decking for seagrass preservation. This collaborative effort between SWC and HWA results in design work that will qualify for permits and still be constructible for the intended purpose.



# **KEY PERSONNEL EXPERTISE**

Key personnel dedicated to servicing the City of Key West projects will be Hans Wilson, P.E. (HWA) and Sandy Walters (SWC). Their associates will provide much of the technical support needed to complete city projects however Hans and Sandy will be the point persons for the City projects.

Hans' most recent project working with Sandy within the City of Key West was replacement of Tarpon Pier in Garrison Bight. A recent follow up site visit with David Hawthorne (Harbormaster) indicated that Tarpon Pier successfully weathered impacts from Hurricane Irma. This project was completed with a team approach that included SWC and Sandy's staff responsible for resource and habitat mapping.

Hans will be responsible for overseeing any City projects from inception to final certifications. This will include meetings with City staff to establish the objectives for a specific project and coordinate with staff on how to achieve those objectives, including costs and time frames. Field work required for assessing a site will be managed by Hans and performed by either Jon Waters or Ian Fisher from the HWA staff. Design work will be a shared responsibility with Hans as the lead engineer. All engineers on the HWA staff are current and competent with Autocad design. Structural design, depending on the type of project, will be completed in-house. Any structural design that is required outside of the expertise of staff at HWA will be completed by Tres McMahon, from SCR. Tres is a former employee of HWA and continues to provide select services on a part time basis depending on the type of project. Hans will continue to oversee permitting that is to be managed by Sandy at SWC with assistance from Johanna Shifflette, HWA Permits Manager. In the field construction administration will be performed as a shared task with Hans and Paul Domke, HWA Construction Manager. HWA represents the coastal engineering resource for the team.

Sandy Walters (SWC) is the environmental side of the team. Sandy has extensive working experience in the Florida Keys and is extremely knowledgeable regarding local planning and zoning. Sandy has developed a dive team that is USAA certified to perform benthic resource assessments and mapping. Sandy has similar experience as HWA in permitting at the local, state, and federal level, and will be coordinating with HWA to make sure that any permits required are submitted and expedited as much as possible.

Stephanie Caldwell is the civil engineering resource, and the third leg of the HWA team, that provides stormwater, paving, grading, and related site planning design experience. While most coastal work involves the waterfront component, the upland is typically a critical element to a project overall. Having Stephanie on the team provides the City with civil engineer resources as part of the Coastal Engineering element. These three principals will make up the key personnel associated with any City of Key West project involving coastal and waterfront engineering design. Referring to their individual resumes will provide the depth of expertise for each individual.



# Marine Engineers and Environmental Consultants www.hanswilson.com

# Hans J.M. Wilson, P.E. - President

Hans is the principal engineer and co-owner of Hans Wilson & Associates, Inc. Educated as an Ocean Engineer (BSOE '81) at Florida Atlantic University, Hans secured his Florida Professional Engineer license in 1988. Hans' principal focus has been in the marine environment, designing a mix of hard structures (e.g. marina's, shoreline stabilization) and marine habitats to complement those designs and improve water quality. Current responsibilities include: site investigations and habitat analysis; planning and engineering design; local, state, and federal regulatory permitting; construction administration related to marinas, docks, dredging, seawalls, revetments, shoreline stabilization, mitigation sites, and habitat restoration. Specific responsibilities and expertise include development feasibility studies, project management, regulatory permitting, development of construction plans and specifications, design and analysis of hydrodynamic surveys, modeling of flows and flushing within marina basins and waterways, assessment of benthic habitats, analysis of environmental impacts, regulatory variances, expert witness testimony, and compliance monitoring.

Hans is responsible for overseeing all reports and data interpretation related to environmental resource permitting, development suitability reports, and site inventories. Hans has been accepted as an expert in marina design, permitting, and enforcement issues relative to local, state and federal permitting agencies. Hans has been qualified as an expert witness with the Department of Environmental Protection, the South Florida Water Management District, the City of Sanibel, the City of Bonita Springs, and Lee County for a variety of projects related to environmental and marina consulting.

Education: B.S. - Ocean Engineering/Florida Atlantic University, 1981.

Registration: License Professional Engineer #39680, State of Florida, 1988

Certified Engineer Intern No.481ET266, State of Florida, 1982

**Elected Position:** Captiva Erosion Prevention District Commissioner (1985 – 1988)

**Certifications:** 

N.A.U.I. certified Sport Diver - 1977

U.S. Merchant Marine Officer (OUPV) - 2002

# SANDRA WALTERS



#### ACADEMIC BACKGROUND

Masters, Marine Affairs, RSMAS, University of Miami, FL, 1983

B.S., Animal Behavior and Marine Biology, University of California, Davis, CA, 1974

#### SPECIALIZED PROFESSIONAL COMPETENCE

Ms. Walters has more than 30 years of professional experience in Florida. She is qualified as an Expert Witness in Florida administrative hearings and court proceedings; has conducted and supervised environmental studies, and developed avoidance and mitigation plans, in all South Florida submerged and upland habitats; has successfully permitted projects ranging from single-family homes to major roadway projects, working with all regulatory agencies; has extensive experience in design and implementation of public outreach programs and review and development of comprehensive plans; and has represented clients successfully with many agencies and government boards. She serves on the South Florida Regional Planning Council, appointed by three governors; serves on EPA's Water Quality Steering Committee for the Florida Keys; and served from 2000 to 2004 as a Governor's appointee on Florida's Acquisition and Restoration Council, which oversees purchase and management of State conservation lands.

# REPRESENTATIVE PROFESSIONAL EXPERIENCE

President, SWC (Sandra Walters Consultants, Inc.), Monroe, Dade, Broward & Lee County offices, 1996-present

Provide environmental science and planning consulting services to both public- and private-sector clients in areas of ecological/environmental and land use planning and permitting, including habitat evaluation, mitigation and contamination assessment and remediation; public involvement and outreach; and community and government liaison.

- Sea Breeze, San Pedro and Ocean Breeze Mobile Home Parks Restoration, Islamorada and Marathon
  - In charge of planning, data collection, applications and authorization process for Hurricane Irma upland and marine damage recovery, have acquired emergency restoration authorizations for shoreline damage from Florida Dept. of Environmental Protection, South Florida Water Management District and U.S. Army Corps of Engineers, and acquired Village and City upland site plan approval.
- Herbert Hoover Dike Culverts 1 and 1A Replacement Project, Glades County, FL

Principal in charge for all start-up of environmental compliance scope for \$47 million project to replace two 10-foot culverts through Herbert Hoover Dike near Lake Okeechobee. Work included preparation of Stormwater Pollution Protection Plan (SWPPP) and NPDES notification; development of Environmental Protection Plan; permitting of dewatering plan; development of boating Maintenance of Traffic (MOT) plan; contractor training regarding environmental compliance criteria, including development and printing of waterproof field compliance handbook; turbidity monitoring and reporting, including staff training to meet State permit criteria and work supervision; monitoring of listed species, including West Indian manatees; and

# **President & Principal Environmental Scientist**

preparation and processing of required reports. All plans and reports received U.S. Army Corps of Engineers approval.

- > Horizontal Directional Drill Permitting and Third-Party Monitoring, Islamorada Wastewater Project, Islamorada Principal in charge of permitting with DEP, USACE and FKNMS for directional drills under seven channels to accommodate wastewater pipelines. Extensive coordination with project engineers, contractors, resource management and regulatory agencies; benthic and emergent habitat assessments including detailed mapping and characterization of resources below pipeline corridor; preparation and processing of permit applications; and responses to requests for additional information. Acquired permits in less than three months. Also supervised third-party environmental monitoring for project, including preparation of safety Standard Operation Procedures (SOPs) to meet OSHA requirements, full-time onsite monitoring and continuous record keeping during drill activities to assure compliance with all environmental permit requirements, coordination with FKNMS staff and evaluation of submerged resource impacts if breakout of drill materials (frac out) occurs in submerged lands, and preparation of all reports.
- > WTA Compartments B & C Environmental Impact Study (EIS), SFWMD, Palm Beach County

Part of team that developed EIS for improvements to water treatment areas just south of Lake Okeechobee. Work included full assessment of existing data and sources and evaluation of sufficiency; drafting environmental consequences alternatives and wetlands and T&E species sections; and participating in public involvement activities.

- ➤ Port Everglades Master Plan Update, Broward County
  Principal in charge of all natural-systems data collection and
  analysis and permitting assessments for five-year master
  plan update and adoption into County Comprehensive Plan.
- ➤ Stormwater Filter Marsh, City of Naples, Collier County
  Principal in charge of wetland jurisdictional determination,
  habitat evaluation, and listed species survey; development
  of impact assessment and mitigation plan; and general
  assistance with preparing and processing environmental
  permit applications with DEP and U.S. Army Corps of
  Engineers (USACE) for creation of filter marsh to provide
  treatment to stormwater before overflow into Naples Bay.
- Utility Corridor, Okeechobee, Hillsborough and Miami-Dade counties

Principal in charge of wetland data collection and jurisdictional delineation for utility corridor, utilizing both federal and State wetland delineation methodologies, including extensive habitat characterization, mapping using sub-foot-accuracy Trimble GPS equipment, and daily downloading and transmitting of data to central processing facility. Also prepared EFH Assessment meeting NMFS requirements for South Dade County segment, including cumulative and secondary impacts analyses.

 Environmental Impact Study & Permitting, Ft. Lauderdale Airport Runway Extension

Principal in charge of fulfillment of all NEPA requirements including listed species impact assessment and wetland delineation. Acquired concurrence from all resource



Integrating people with the environment.

MAIN TEL: 305-294-1238, GENERAL EMAIL: SWC@SWCINC.NET, WEBSITE: WWW.SWCINC.NET

# Sandra Walters

RESUME PAGE 2

agencies on jurisdictional lines and UMAM scores for all wetlands affected by one or more project alternatives, prepared approved National Marine Fisheries Service (NMFS) and U.S. Fish & Wildlife Service (USFWS) EFH and Biological assessments, prepared all DEIS and FEIS text, responded to agency and public questions, and participate in environmental resource permitting process.

# Wetland Delineation and Impact Avoidance for Key Largo Stormwater Projects, Monroe County

Principal in charge of conducting wetland jurisdictional determinations, working in field with surveyor to map wetland and hammock lines, prepare documents to assist design engineer to avoid wetland impacts, and write wetland and water quality construction notes.

# Wetland Delineation and Impact Avoidance for Cudjoe Regional Wastewater Project, FKAA

Conducted wetland jurisdictional determinations and data collection to assist design engineer in wetland avoidance and minimization for new central wastewater system in Lower Florida Keys. Work included field data collection and mapping, preparation of figures utilizing GIS programming, and preparation of report detailing findings and making recommendations for alternative locations for pump stations and other project elements that would avoid wetland impacts.

Jewfish Creek Bridge/US Highway 1 Project, Florida Keys
Member of design-build team in charge of environmental
compliance for final design and construction of 65-foot-high
bridge over Jewfish Creek and new roadway from North Key
Largo to just south of Dade County line, including training of
onsite personnel regarding avoidance of listed species;
coordination with agencies for permit modifications;
assessment of preconstruction environmental conditions;
and continuous work with project engineer and contractor
to assure all environmental permit conditions are met
during four-year project.

# Current General Services Contract, City of Marathon Principal in charge of general services contract with City of Marathon for benthic assessment, ecology and environmental engineering, and planning services.

# Marlin Bay Yacht Club, Marathon, Florida Keys

Project manager for all aspects of environmental planning and environmental permits for 99-slip marina serving 92-unit redevelopment project called Marlin Bay Yacht Club, including supervision of all field data collection and preparation of benthic assessments and avoidance and minimization plans, supervision of application preparation and submittal and all responses to requests for additional information, work with DEP to acquire net positive public benefit exception to State submerged land lease riparian restriction, and presentations to Governor and Cabinet regarding lease rule provisions and final lease adoption. Permit and lease issued in only nine months.

# City of Key West Stormwater System

Assisted City to come into compliance with ERP requirements for already-completed and future maintenance work of stormwater system, including developing impact assess-

ment and mitigation plan with 5.6 acres of wetland restoration and enhancement, planting of red mangroves and colonization of black mangroves and seagrasses, and creation of hydrologic connection to enhance 131 acres of wetlands and cause significant water-quality improvements, providing enough mitigation credit to bring entire City stormwater system exempt from future permitting.

# > Tarpon Pier Replacement, City of Key West

In charge of environmental data collection, and development and implementation of an impact assessment and mitigation plan, for replacement of existing City pier in Garrison Bight. Work included mapping submerged resources including seagrasses and corals, coordination with the Florida Keys National Marine Sanctuary and Florida Department of Environmental Protection, transplantation of impacted corals consistent with Sanctuary requirements, and construction environmental compliance inspections.

# Mallory Dock Maintenance Dredge, City of Key West Principal in charge of successful acquisition of all permit modifications to add Mallory Dock to Navy Key West Harbor dredging project, including collection of all submerged habitat data, coordination with dredging company and

habitat data, coordination with dredging company and environmental monitoring contractor, acquisition of EPA approval for use of offshore disposal site, and provision of Quality Assurance services onboard dredging vessel.

# Key West Mooring Field Seagrass Monitoring Project

Conduct seagrass monitoring project at Key West Mooring Field that investigated potential shading impacts from boats, including project design, photographic documentation of stations over time, collection of seagrass density and shoot count data, and report preparation including data analysis and final summary report with recommendations.

- S. Roosevelt Seawall Repair Seagrass Monitoring, Key West Supervised assessment and documentation of seagrasses in vicinity of seawall undergoing repairs, including field data collection and photography, update of CAD files delineating seagrass line, measurement of seagrass impacts in project area for mitigation purposes, and report preparation.
- Smathers Beach Seagrass Mitigation Monitoring, Key West Member of team that conducted field monitoring of seagrass mitigation project for City of Key West. Roles included field personnel establishing monitoring sites, collecting required data, supervising surveyor, assisting with preparation of monitoring reports, and providing local liaison with City and base of operation for work.

Vice President & Manager of Environmental and Permitting Div., H.J. Ross Associates, Inc., Coral Gables, FL, 1994-1996

US Highway 1 South Project, from Key Largo to Florida City Consultant PM for preparing and processing all environmental permits for project. Work included extensive agency coordination; environmental data collection in upland, wetland and submerged habitats; avoidance and minimization of impacts; and supervision of permit drawings.



# Stephanie Caldwell, PE, LEED AP

President / Project Engineer



#### **Education**

 University of Florida Bachelor of Science in Civil Engineering, 1995

#### **Professional Registrations**

- ★ Professional Engineer No. 56103, Florida, 2000
- ★ Professional Engineer No. 44141, Georgia, 2019
- Leadership in Energy & Environmental Design Accredited Professional (LEED AP), 2009
- Florida Qualified
   Stormwater Management
   Inspector No. 27817,
   2012
- FDOT Advanced MOT Certification No. 39840, 2018

#### **Professional Affiliations**

- ★ American Society of Civil Engineers (ASCE)
- Chi Epsilon (Civil Engineering Honor Society)

#### **Professional Accolades**

★ Forty Under 40, Gulf Coast Business Review, 2012

#### Firm Qualifications

- ★ Minority Business Enterprise (MBE), State of Florida Department of Management Services, since 2009
- ★ Disadvantaged Business Enterprise (DBE), FDOT, since 2009
- ★ Small Business Enterprise (SBE), SFWMD, since 2013

#### **Summary**

Stephanie Caldwell established Greensite Engineering, Inc. (GEI) in 2009 after 15 years of working for engineering firms in two different regions of Florida. Besides her design knowledge, Ms. Caldwell understands the key to a successful project lies in the strong relationship and continual communication between professional and client. GEI was founded with the mission to provide exemplary client service through efficient and cost-effective design solutions. Ms. Caldwell's resolute personal and professional work ethic shine through on her projects, as evidenced by the favorable relationships forged over the years with clients and municipal permitting authorities. Whether she is playing a primary or supporting role, she works effectively with colleagues toward a common goal of successful project completion.

Her experience covers environmental, recreational, residential, commercial, industrial, institutional, and roadway projects. Her responsibilities span preliminary site planning, site layout, drainage and utility design, permitting through state and local authorities, construction observation services, and project certification.

#### Relevant Project Experience

### Pine Island Flatwoods Preserve—Bayside, Pine Island, Florida

Provided engineering plans and stormwater calculations as a subconsultant for a 130-acre preserve on Pine Island. Project involved detailed site analysis to delineate tributary drainage basin flowing through this tidally influenced property. Additional coordination with Lee County DOT allowed them to divert additional water to the preserve to hydrate marsh areas. Calculations and modeling of a cascading system allowed the controlled release of discharge into Matlacha Pass without exceeding predevelopment discharge rates.

#### Six Mile Cypress Preserve North, Fort Myers, Florida

Prepared surface water management design and construction services for contiguous parcels measuring over 1200 acres located at the headwaters of the Six Mile Cypress Slough. This project is part of a regional examination of the area's hydrology to restore the historical flow-way to the Six Mile Cypress Slough diminished through decades of encroaching development, altering runoff patterns by rerouting flow and lessening the burden on the bordering Orange River watershed.

#### Prairie Pines Preserve, North Fort Myers, Florida

Retained by Lee County's Division of Natural Resources to restore diverted runoff to its historical flow path through a County-owned preserve. Engaged an environmental consultant with whom a team approach was paramount to the ultimate success of this project. Provided surface water modeling to quantify projected flows pursuant to environmental consultant's design concept.

#### Yellow Fever Creek Preserve, Cape Coral, Florida

Provided surface water management design for site improvements to existing Conservation 20/20 preserve located in the jurisdiction of the City of Cape Coral. Project also included reconfiguration of low-lying inundated parking area to provide increased usage for hikers and visitors during the region's wet season.

# Brendan Cove Stormwater System Improvements, Bonita Springs, Florida

Engaged to resolve surface water compliance issue between this 20-year old subdivision and SFWMD. SFWMD requested compliance measures in 2011 to rectify diminished capacity of surface water system. GEI worked to devise a cost-effective solution agreeable to all parties. Project involved detailed site analysis and calculations to restore compliance with permitted conditions.



# RELEVANT EXPERIENCE

For the past five years HWA has had an average of 56 projects per year. Of the 282 projects, 114 projects have been completed. The life of a project is generally two years, depending on the type of project. This is related directly to the amount of time it takes to secure regulatory permitting. It is also related to when a client actually completes the construction. In many cases entitlements are received but the client delays construction pending more favorable market conditions or the sale of the property. The project costs have ranged from as little as \$500 to prepare a drawing set for a contractor to as much as \$239,800 annually for providing administrative services to a local district. We currently have about 130 active projects.

The following are examples of projects that would typify the services HWA would provide. Specific to Key West as mentioned we were responsible for the Tarpon Pier replacement. We have consulted on seawall and dock replacement on Stock Island and have conducted a forensic evaluation of an extensive length of seawall at the Key West Harbor Marina. We have also completed various design and permitting exercises for commercial and private docks in Monroe County. However we have used our more recent projects on the southwest coast of Florida as examples.

The larger projects we have completed in 2019 include replacement of seawalls and fork truck ramp at Burnt Store Marina. Engineering services related to renovation of an existing travel lift and replacement of seawalls and docks for Marine Max in Sarasota, included dry stack foundation design. HWA completed a Sea Level Rise study of a 228 unit residential unit located on a coastal barrier island. Seawall restoration and shoreline stabilization work was completed for Florida Power and Light at their plant on the Caloosahatchee River. A boardwalk and fishing pier was completed for the City of Bonita Springs. Concept planning and design for a recreational island in the Caloosahatchee River was completed for the City of Ft. Myers. HWA completed a seven year stint with the Captiva Erosion Prevention District providing administrative services and related coastal engineering guidance on projects. A number of multi-family docks and seawalls have been replaced. HWA completed forensic evaluation of a large stormwater system affecting drainage during tropical events and discovered blockage at the tail water end constricting flows otherwise unknown to the master association. Maintenance dredging of Billy's Creek was completed for the City of Ft. Myers. HWA completed a submerged land lease compliance response to the Dept. of Environmental Protection that included removal of a 70' derelict vessel.



# Key West Harbor Marina Seawall Assessment

**Client Name:** Key West Harbor Marina Investments, LLC

**Project Location:** Kev West, FL Contact Information: Jon Finstrom

3949 Evans Avenue, Suite 102 • Fort Myers, FL 33901 (239) 489-2969 • e-mail: jon@marinaclubsfl.com

July 2016 - February 2017 **Project Start/Completion:** 

**Professional Service Fee:** \$61,578

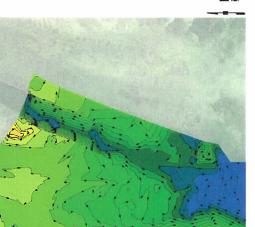
**Key Personnel:** Hans Wilson, Chester Young

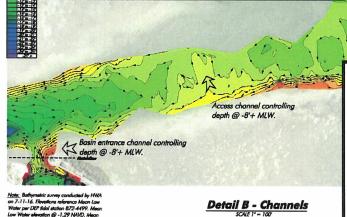
Project Scope: This project was conducted in two phases. The first phase was a due diligence review of the access channel depths, basin depths, and a seawall conditions assessment done both in water, and along the upland interface. With the field work complete a report was created detailing the existing conditions of the marina facility, which included identification of voids areas within the seawall and settlement of the substrate behind the seawall cap. Seawall repair/restoration options were evaluated with the client's contractor and the use of a high density expanding polymer injected in the voids was chosen to stabilize the substrate. This eliminated the cost of structural solutions. HWA was on site periodically throughout the restoration work to track progress, collaborate with the contractor on repair technics, and to conduct underwater observations of the completed restoration of approximately 1,000 If. of seawall.

> To the left is a picture of the repair of the seawall within the travel lift basin.

Below is Bathymetric Survey of the entrance channel between Boca Chica Channel and the marina.







# **CONSTRUCTION INFORMATION**

Construction Completion: February 2017 Construction Cost: \$ 345,043.50

Marine Contractor: **APS** 

Contact Information: Tom Olson

PO Box 2063

Fort Myers, FL 33902 (239) 204-2004



# City of Sanibel Lighthouse Living Shoreline

Client Name: City of Sanibel Natural Resources

**Project Location:** Sanibel, FL Contact Information: James Evans

800 Dunlop Road • Sanibel, FL 33957

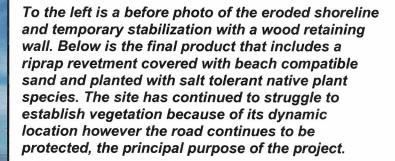
(239) 472-3700 x 376 ◆ e-mail: james.evans@mysanibel.com

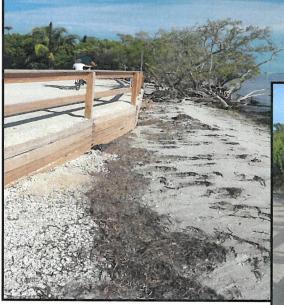
**Project Start/Completion:** June 2016 – May 2017

Professional Service Fee: \$16,200

**Key Personnel:** Hans Wilson, Jon Waters

**Project Scope:** HWA was contracted with the City of Sanibel's Natural Resources Department to provide Environmental Consulting and Marine Engineering Services in conjunction with design, permit applications, and construction observation associated with developing a shoreline structure protecting approximately 250 lf. of road access to the Lighthouse. The design incorporated opportunities to install shoreline vegetation and establish a living shoreline. The work included compiling a coastal assessment of site conditions and preparing a design that provided fundamental shoreline protection for this important access road.





# **CONSTRUCTION INFORMATION**

Construction Completion: May 2017

Construction Cost: Contracted with City

of Sanibel

Marine Contractor: Stemic Marine

Contact Information: Mike Jones

16420 Old US 41 Fort Myers, FL 33912 (239) 481-7143



# Diamond Park Seawall Replacement

Client Name: Safe Harbour Marinas Burnt Store, LLC

**Project Location:** Punta Gorda, FL **Contact Information:** Jaret Rogers

3192 Matecumbe Key Road • Punta Gorda, FL 33955 (941) 637-0083 • e-mail: jrogers@shmarinas.com

Project Start/Completion: May 2018 – September 2018

Professional Service Fee: \$30,801

**Key Personnel:** Hans Wilson, Chester Young, Tres McMahon, Ian Fisher

**Project Scope:** This projected consisted of Environmental Consulting and Marine Engineering services associated with the replacement of 400 linear feet of failed concrete seawall extending from 3311 Diamond Key Court to 3361 Diamond Key Court, Punta Gorda, FL. HWA was responsible for obtaining state and federal emergency permits due to the failures caused by Hurricane Irma and providing a complete design of the replacement seawall. Seawall replacement options were evaluated and a TruLine seawall system was chosen based on the geotechnical conditions of the area. TruLine is a vinyl form filled with steel reinforced concrete. The ability to pin the reinforcement steel deep into the rock layer, beyond where the vinyl panel could be driven, provides the homeowners of Diamond Park with strength and stability they needed for their seawall despite encountering a layer of rock that could have prevented that. HWA was on site periodically throughout the replacement to track progress, collaborate with the contractor, coordinate with homeowners, and conduct inspections at construction milestones.



Right: Photo showing the final elevation of the seawall allowed by the ability to pin the reinforcing steel into the rock layer.

Left: Photo showing the varying panel heights due to the rock layer encountered.

# **CONSTRUCTION INFORMATION**

Construction Completion: September 2018

Construction Cost: \$ 343,500.00

Marine Contractor: Benton and Sons

Contact Information: Roy Benton

1500 Colonial Blvd.

Suite 231

Fort Myers, FL 33907

(239) 265-9592



# West Coast Inland Navigational District (WCIND) Commercial Vessel Access Study

Client Name: West Coast Inland Navigational District
Project Location: Lee, Charlotte, Sarasota and Manatee Counties

Contact Information: Justin McBride, Executive Director

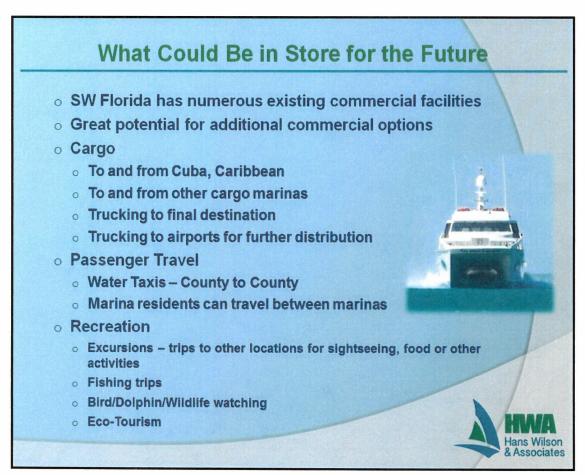
200 East Miami Avenue • Venice, FL 34285 (941) 485-9402 • e-mail: justin@wcind.net

Project Start/Completion: September 2016 – March 2017

Professional Services Fee: \$20,935

**Key Personnel:** Hans Wilson, Jon Waters

**Project Scope:** This project consisted of discovering, selecting and assessing numerous locations in Lee, Charlotte, Sarasota and Manatee Counties for their feasibility for future waterfront development. The project included a developing a scoring matrix that ranked existing and potential sites based on important factors such as existing water depth, proximity to Gulf Waters, land access, etc. The final scoring helped rank these sites according to the most feasible locations for additional commercial waterfront development. Some of the recommendations presented involved creation and expansion of passenger ferry systems, additional small cargo facilities or "Cargo Marinas", and environmental sightseeing tours. A PowerPoint presentation was provided to the Board with the highest ranked sites and gave some recommendations as to how these sites could be developed to benefit Florida and further, the American Economy. Recommendations were presented to the County Commissioners on March 24<sup>th</sup>, 2017.



To the left is a sample slide from the PowerPoint presentation provided to County Commisioners as part of the study.



# Manatee Park Shoreline Stabilization

Client Name: Lee County Board of County Commissioners

Project Location: Fort Myers, FL

Contact Information: Mr. Ayoub Al-Bahou, Capitol Projects Construction Manager

PO Box 398 \*Fort Myers, FL 33902

(239) 533-8303 • AAlBahou@leegov.com

Project Start/Completion: September 2010 - November 2016

**Professional Services Fee:** \$38,530

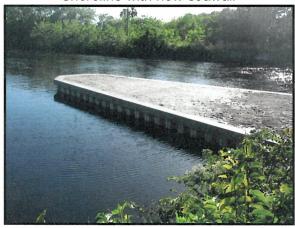
**Key Personnel:** Hans Wilson, Chester Young, Johanna Shifflette

**Project Scope:** This project involved design, permitting and construction observation of the stabilization of the entire eastern canal bank of Manatee Park. All phases were built with vinyl sheet piling using a mix of cantilever and earth anchor designs. The project recently completed its fourth and final phase, with 523 lf. of seawall and retaining wall. Phase I, II, & III consisted of installation of 80 lf. of cantilever seawall and 257' of earth anchored seawall; 125 lf. of seawall; and 229 lf. of seawall, respectively. Hans Wilson & Associates has coordinated with FP&L, as the owner of the underlying property, on conformance with their design guidelines for this cooling water discharge canal for the Fort Myers Plant. The seawall design was oriented towards making the observation of manatees in the canal as unobstructed as possible while working with the seasonal conditions associated with the "Standard Manatee Conditions for In-Water Work".

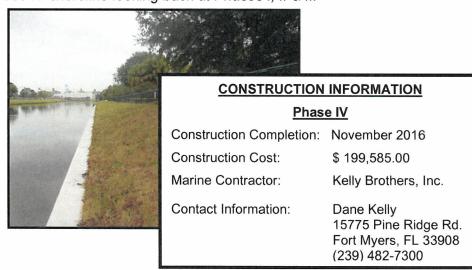
Shoreline prior to stabilization



Shoreline with new seawall



Phase IV shoreline looking back at Phases I, II & III





# PROJECT MANAGEMENT APPROACH

The following is a description of how Hans Wilson & Associates, Inc. (HWA) manages delivery of services to the client and what quality controls are in place regardless of project size. HWA will meet the anticipated deliverables required for completion of a project in the same manner that we have used in the past for **successful projects**. When approached by the City we will respond quickly and efficiently, assessing the requested work scope, discussing the intended outcome with city staff, and submitting our proposal to provide these services.

HWA is successful in our approach to completing projects by focusing on the **objectives of our clients**, obtaining a comprehensive knowledge about the conditions of the site (including the permitting requirements), and presenting an honest assessment of the potential success of the project. We accomplish this by listening carefully to city staff in assessing the desired objective. We research the site, including making physical visit(s), and evaluate the surrounding area as it may impact the project. We collaborate with city staff on the project scope and brain storm solutions to problems that are cost effective and achieve the desired goal. We focus on a result that reflects the professionalism of the city staff and achieves the goals of the City Commission.

Communication is essential to the success of every project. The project team uses a number of methods for communicating with city staff and team personnel that are working on the project. A project manager is assigned responsibility for the work scope and is the principal contact for the project team. For City of Key West projects this will be Hans Wilson, P.E. Similarly, HWA establishes a point person representing the city. In some cases that can be more than one person. The project manager coordinates with city staff to establish the preferred method of communication (e.g. e-mail, text message, phone call, snail mail, carrier pigeon, or a combination) and utilizes these resources to make sure all involved are in the communications loop. It is our goal to make communications with city staff as convenient as possible utilizing the method best adapted for the staff person. We provide project updates on the time frame requested, based on the preference of the city staff. This may occur via a set time for a weekly conference call, a bi-weekly project status report, or similar communications tool. It is strictly at the discretion of the city. For smaller projects with a short operating time frame this may not be necessary. However, for larger projects with a longer time frame associated with completing tasks, it is recommended.

The project team includes city staff on all project related communications and provides all work products (i.e. surveys, legal descriptions, documents, reports, and/or graphics) in formats requested by city staff. All documents are scanned and archived for future retrieval in the event city staff needs additional copies. At the completion of the project there is a close out meeting with city staff to discuss the quality of the contracted deliverables, review the performance of the consultant, provide any remaining deliverables, and resolve any outstanding issues related to the project.

The services provided by HWA are generally sequential or linear in delivery. A need is identified by the city and the consultant is charged with satisfying that need. The first step requires a clear definition and understanding of both parties of what is to be done, how it can be accomplished, who might construct the works, and what the anticipated result will be. Success generally relies on satisfying a public need, which represents a broad range of stake holders that the city services. In all cases it comes down to



finding a set of compromises that are satisfactory for the city, the public, the regulatory agencies, and the contractor's ability to construct the project. Based on the experience of HWA staff we are prepared to advise the city on the issues related to achieving the project goal.

Once the final goal is identified and all parties involved are in agreement on the anticipated tasks, associated time frames, and potential unknowns, an understanding of the site is required. That means collecting geo-spacial data, assessing environmental resources, and evaluating potential impacts on surrounding properties. The history of the site is also important, particularly if it involves indigenous species or has a storied past with the regulatory agencies. The same research applies relative to past physical changes to the site. For example it is not recommended to build infrastructure on a coastal location that has been breached in the past by the Gulf of Mexico or Atlantic Ocean. Knowing the past prepares you for the future.

Design of the project requires a complete understanding of the site. The design has to minimize resource impacts as much as practical while still remaining cost effective to construct. It also has to be something a contractor can build. Because HWA spends a lot of time in the field overseeing construction projects we understand what is involved in determining the constructability of a project. This is important because a perfect design from an engineer is imperfect if the contractor can't build it. Once there is final input from city staff on the concept design, a final plan is delivered for city approval. The final plan, which is not a construction level document, is developed to be sufficient for permitting. This prevents expending funds on a final construction document that may be modified subject to permitting.

For almost all HWA projects, permitting is required at the local, state, and federal level. The complexity of permitting at these three levels, and the challenge of getting concurrence on a controversial design from all the regulatory agencies, can be daunting at best. It requires a sound design with environmental integrity to even begin the process. Knowledge of the rules, regulations, statutes, and codes is essential, particularly as they change, making the permit exercise a work in progress. It also requires the ability to communicate with the regulatory agencies in a manner that results in their most efficient processing of the application. That may include writing the draft EASOF for the Army Corps of Engineers or preparing a biological evaluation for a project in a protected area. It also requires an awareness of where the project is headed in the permitting world to make sure that you come out the other side with a project that is also buildable. Thirty years plus experience in the permitting has educated the team on what works and what doesn't regarding reasonable permit conditions and effective monitoring.

When a project is close to being authorized by all the agencies, the development of the final construction plans and technical specifications should also be approaching completion. It is highly likely that the permit process may alter the final construction plan and the final permits may contain conditions that have to be accounted for in the technical specifications. If the awareness exists during the permitting process of how that result will affect the plans and specs it can be incorporated into the final documents concurrently. Once the final construction plans and technical specifications are completed and approved by the city, a bid form is prepared and the bid process discussed with city staff. HWA provides technical support to city staff as bidding usually place internally with the municipality. By assisting the city staff with recommendations on contractors, the staff is assured a



qualified firm will be constructing the project. HWA is not shy about commenting on a contractor that may be unqualified to perform the work because it is not only the reputation of the city but of our firm as well when it comes to the success of a project.

Construction, the fun part of any project, also brings challenges. Unknown conditions, inclement weather, and economic factors will influence the success of the project. It is our job to try to anticipate or prepare for these unknowns and have the contingency plans ready to adapt to the situation. Most projects are generally well defined when it comes to construction. It is the unusual projects that we enjoy because of the challenges with the site or the ability to construct the work and we can cite many instances where our experience has resulted in a solution to a problem that otherwise would have increased the construction cost but instead resulted in a project completion on time and within budget.

Monitoring the project during construction for permit compliance and post construction for operational success is important to HWA. We are adamant about compliance with water quality standards during construction and do not want our clients to have to deal with an enforcement issue because of shoddy construction standards executed by the contractor. In many ways this is how we evaluate our contractors relative to a referral for their future work.

Monitoring the final operation of the project is also important. While we all like to think we are perfect, the reality is that we make mistakes. Our goal is to learn from those mistakes, refine a design, or consider alternative solutions. The best way to gage the success of the project is to monitor how it performs, assess if the constructed design met the complete goals and objectives of the city, and determine if any improvements are warranted. At the end of the monitoring cycle a close out document is prepared that summarizes the project, the monitoring results, and evaluation of the success of the design.

However, monitoring does not stop at close out of the project. HWA staff continues to revisit project sites to observe performance or the condition of a project. This includes asking users of the facility, whether a boat ramp, kayak launch, fork truck pad, or boardwalk how they like it, what they would like to see done differently, if anything or what changes they would have made during the construction phase. These takeaways are important for future design work because they reflect the long term use of the product. HWA staff shares these observations among the team. While implementing peer review internally of all projects, not all HWA staff is involved in the construction or operations phase. The feedback loop to all is essentially a peer review of the performance of the end product that is shared with the team.

# **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA ) : SS	
COUNTY OF <u>LEE</u> )	
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid we paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly by me or any member of my firm or by an officer of the corporation.	
By: Dans J.M. Wills	M
Sworn and subscribed before me this	
My Commission Expires:  My Commission Expires:  MY Commission # GG 017942  EXPIRES: August 8, 2020	

Bonded Thru Budget Notary Services

# 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. <u>20-002</u>	for
	Environmental Engineering Services	
2.	This sworn statement is submitted by Hans Wilson & Associates, Inc.	
	(Name of entity submitting sworn statement)	
	whose business address is 1938 Hill Avenue, Fort Myers, FL 33901	
	and (if a	applicable) its Federal
	Employer Identification Number (FEIN) is 65-0992851 (If the	he entity has no FEIN
	include the Social Security Number of the individual signing this sworn statement.)	
3.	My name is Hans J.M. Wilson and	l my relationship to
	(Please print name of individual signing)	
	the entity named above is <u>President</u> .	
		2 2 2 2

- 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(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  - 1. A predecessor or successor of a person convicted of a public entity crime: or
  - 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

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

8.	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
	X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
	There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of Environmental Services.)  (Signature)
	(Date)
STATE	COF_FLORIDA
COUN	TY OF_LEE
PERSC	NALLY APPEARED BEFORE ME, the undersigned authority,
Hans	J.M. Wilson who, after first being sworn by me, affixed his/her signature in the (Name of individual signing)
space p	rovided above on this 6th day of January , 2020.
	nmission expires: RY PUBLIC  Line M. Cesan
	TINA M. CESARINO  MY COMMISSION # GG 017942  EVELOPES: August 8, 2020

Bonded Thru Budget Notary Services

# **EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA	)		
	: SS		
COUNTY OF LEE	)		
I, the undersigned hereby duly sworn provides benefits to domestic partner to employees' spouses per City of Ke	s of its employ	yees on the same basis as it provides b	
		By: Dans J.M. M.	ibon
Sworn and subscribed before me this			
6th Day of <u>January</u>	, 2020.		
Jina M. Cesar			
NOTARY PUBLIC, State of Florida	at Large	TINA M. CESARINO	
My Commissio	n Expires:	MY COMMISSION # GG 017942  EXPIRES: August 8, 2020  Bonded Thru Budget Notary Services	

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

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

The cash equivalents of the following benefits apply:

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

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

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

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

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the 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 LEE )	
I the undersigned hereby duly sworn depose and say	that all owner(s), partners, officers, directors
employees and agents representing the firm of Har	ns Wilson & Associates, Inc. have read
and understand the limitations and procedures regard	ding communications concerning City of Ke
West issued competitive solicitations pursuant to Cit	ry of Key West Ordinance Section 2-773 Con
of Silence (attached).	
Sworn and subscribed before me this	
6th Day of January , 2020.	
Jine M. Cesar	
NOTARY PUBLIC, State of FLORIDA at La	arge
My Commission Expires:  TINA M. CESA MY COMMISSION #  EXPIRES: August Bonded Thru Budget N	¢ GG 017942 st.8, 2020

#### Sec. 2-773. Cone of Silence

- (a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
  - 1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - 2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
  - 3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
  - 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.
- (b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:
  - 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.
- (c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:
  - 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
  - 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.

- 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.

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.

# **NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA	)
	:
SS COUNTY OF MAXIMA LEE	)

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

By: Low J.M. Willsh

Sworn and subscribed before me this

Line M. Cesar

6th day of January , 2020.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

TINA M. CESARINO
MY COMMISSION # GG 017942
EXPIRES: August 8, 2020
Bonded Thru Budget Notary Services

#### CITY OF KEY WEST INDEMNIFICATION FORM

PROPOSER agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

PROPOSER: Hans Wilson & Associates, Inc.

1938 Hill Avenue, Fort Myers, FL 33901

Address

Signature

Hans J.M. Wilson

Print Name

President

Title

NOTARY FOR THE PROPOSER
STATE OF FLORIDA
COUNTY OF_LEE

Hans J.M	The foregoing instrument was acknowledged before me this <u>6th</u> day of <u>January</u> 20 <u>20</u> . By <u>Wilson</u> , of <u>Associates</u> , Inc. (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  [now or has producedas identification.
	TINA M. CESARINO MY COMMISSION # GG 017942 EXPIRES: August 8, 2020 Bonded Thru Budget Notary Services  Signature of Notary
	Return Completed form with Print, Type or Stamp Name of Notary
	Supporting documents to: City of Key West Purchasing   Title or Rank



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

#### ADDENDUM NO. 1

# RFQ #20-002 ENVIRONMENTAL ENGINEERING SERVICES

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

Responses to Requests for Information

- 1. Is there any chance for a deadline extension for RFQ 20-002 Environmental Engineering Services, considering the holidays?
  - a. The City prefers to maintain the current response date at this time.
- 2. Is there any way we can get a copy of the prior winning submittal(s)?
  - a. Yes, prior proposals attached to this addendum hereto.
- 3. Is this RFQ to replace an existing contract? If so, who are the incumbents?
  - a. Current contract holders; Tetra Tech; Atkins North America, Inc.
- 4. How much was spent during the previous contract term?
  - a. \$2,238,731 Total sum of all of the previous contracts.
- 5. Will resumes for key personnel apply toward the 20 page limit, or will you consider them in a manner similar to forms and affidavits and exclude them from the 20 page limit?
  - a. Names, job classifications, and qualifications of engineering personnel who will be assigned to perform services of this contract are included in the 20 page maximum.
- 6. May we use a copy of the City's logo within in our response?
  - a. Yes.

m. Wilson

- 7. Will Key West accept proposals that address only coastal engineering (Scope Item B., page 8) or must the proposals include both environmental and coastal engineering (Scope Items A and B)?
  - a. Proposers will be allowed to submit qualification and proof of experience that documents qualifications for Coastal Engineering without Environmental Engineering.

All Proposers shall acknowledge receipt and acceptance of this Addendum by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Hans Wilson & Associates, Inc.

Name of Business

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

#### ADDENDUM NO. 2

# RFQ #20-002 ENVIRONMENTAL ENGINEERING SERVICES

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

Responses to Requests for Information

m. Wilson

- 1. Does the City prefer the one printed copy of the response to be bound or unbound?
  - a. There is no preference, responses may be bound or unbound.
- 2. With the looming holidays, does the City anticipate an extension to the deadline of January 8, 2020?
  - a. City prefers to maintain the current response date of January 08, 2020.
- 3. The RFQ, page 9, "Submissions Details," seventh bullet, references a few of the forms required for inclusion in the response, ending the sentence with "... for members of any team." Please clarify whether this phrase means that the following forms must be included for both the prime bidder AND proposed subconsultants in the response.
  - a. Signed forms will not be required from proposed subconsultants at this time.
- 4. There was an addendum posted for RFQ 20-002 Environmental Engineering Services, and question #2's answer states that prior proposals are attached to the addendum. However, I am not seeing those attached.
  - a. Attachment was not included by mistake and is now attached to this Addendum.

All Proposers shall acknowledge receipt and acceptance of this Addendum by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

Hans Wilson & Associates, Inc.

# 2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000023675

Entity Name: HANS WILSON & ASSOCIATES, INC.

FILED
Mar 21, 2019
Secretary of State
4587440980CC

# **Current Principal Place of Business:**

1938 HILL AVE

FORT MYERS, FL 33901

# **Current Mailing Address:**

1938 HILL AVE

FORT MYERS, FL 33901 US

FEI Number: 65-0992851

Certificate of Status Desired: No

#### Name and Address of Current Registered Agent:

MIXON, ROBIN M 1938 HILL AVENUE FORT MYERS, FL 33901 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

### Officer/Director Detail:

Title Name PD

WILSON, HANS

Title

VST

Name

MIXON, ROBIN

Address

16380 OLEANDER DRIVE

Address

3073 CORTEZ BLVD

City-State-Zip: FC

FORT MYERS FL 33908

City-State-Zip: FT MYERS FL 33901

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBIN M MIXON

**VST** 

03/21/2019

Electronic Signature of Signing Officer/Director Detail

Date