

FILE COPY

RESOLUTION NO. 13-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AGREEMENT BETWEEN THE CITY OF KEY WEST AND BENDER AND ASSOCIATES FOR ARCHITECTURAL SERVICES: KEY WEST CITY HALL" (PROJECT GN 0905) IN A TOTAL AMOUNT NOT TO EXCEED \$1,740,493.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 13-044, the City Commission awarded the bid to Bender and Associates in response to RFQ No. 13-001 for Architectural Services: Key West City Hall;

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

Section 1: That the attached "Agreement Between the City of Key West and Bender and Associates Architects for Architectural Services: Key West City Hall" is hereby approved in an amount not to exceed \$1,740,493.00.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of April, 2013.

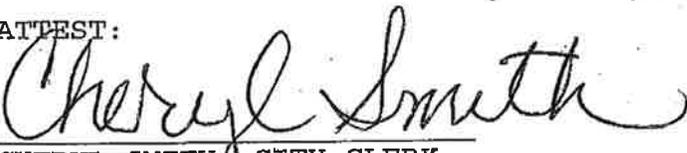
Authenticated by the presiding officer and Clerk of the Commission on April 18, 2013.

Filed with the Clerk April 18, 2013.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

AGREEMENT

Between

CITY OF KEY WEST

And

BENDER AND ASSOCIATES ARCHITECTS

For

ARCHITECTURAL SERVICES: KEY WEST CITY HALL

KEY WEST, FLORIDA

April 16, 2013

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

AND

BENDER AND ASSOCIATES ARCHITECTS., a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

- 1.1. **Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ 13-001, CONSULTANT's Response to RFQ dated December 12, 2012, exhibits, and supplemental documents that are by this provision expressly incorporated herein by reference. Additionally, the representations contained in Bender & Associates April 8, 2013 twenty page correspondence to Doug Bradshaw attached hereto as exhibit "B" are incorporated herein.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein.
- 1.3. **Consultant:** The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the project.
- 1.6. **City:** City of Key West.

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

CITY



Royl Smith
City Clerk
15 day of April, 2013

Bogdan Vitas, Jr.
City Manager
17th day of April, 2013

ATTEST:

By Daina D. Katubi

Daina D. Katubi
(Print Name)

8th day of APRIL, 2013

By B. Bender
Bender and Associates Architects

BERT BENDER
(Print Name)

8th day of APRIL, 2013