

**REQUEST FOR
QUALIFICATIONS**

**ARCHITECTURAL SERVICES FOR COLLEGE
ROAD WORKFORCE HOUSING**

City of Key West RFQ # 19-002



MAYOR: TERI JOHNSTON

COMMISSIONERS:

**MARY LOU HOOVER
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*Prepared By:
Engineering Department
City of Key West*



SUBJECT: CITY OF KEY WEST
REQUEST FOR QUALIFICATIONS # 19-002
ARCHITECTURAL SERVICES FOR
COLLEGE ROAD WORKFORCE
HOUSING PROJECT

ISSUE DATE: November 13, 2018

**MAIL OR DELIVER
RESPONSES TO:** City Clerk
City of Key West
1300 White Street
Key West, Florida 33040

**CLARIFICATION SUBMITTAL
DEADLINE:** December 3, 2018 NO LATER THAN noon.

RESPONSES DEADLINE DATE: December 12, 2018 NO LATER THAN 3pm

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City of Key West RFQ # 019-002
Architectural Services for College Road Workforce Housing Project

A.1 Purpose

This Request for Qualifications (RFQ) is designed to provide firms with the information necessary for the preparation of competitive responses. The RFQ process is for the City of Key West's benefit and is intended to provide the City of Key West with comparative information to assist in the selection process. This RFQ is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each firm is responsible for determining all factors necessary for submission of a comprehensive response.

The Consultant who is chosen shall provide services that involve expertise in architecture including design development, design, permitting and construction document preparation. The consultant will be responsible to determine the required architectural level of effort and then complete indicated actions in accordance with federal, state and local statutes and regulations.

A.2 Project Description

The City of Key West (City) is seeking a consultant to perform architecture for development of a workforce housing complex at 5220, 5224, 5228 and 5230 College Road on Stock Island, Key West, Florida (the Site). Re-development will provide up to 104 units of workforce housing. A conceptual design package is presented in Exhibit C. As indicated on the Site Survey in Exhibit C, the Site is currently developed with a one-story former "Easter Seals", a one-story SPCA office and the parcel formerly occupied by Monroe County Mosquito Control including a two-story office building and one-story storage building. The City has obtained a zoning change to High Density Resident (HRD-1) to facilitate the planned redevelopment.

A.3 Requirements

The following Local and State requirements must be adhered to:

1. City Requirements

Each Professional Consultant submitting a proposal on a solicitation for professional services must complete and submit the following City required forms and affidavits included in Exhibit A.

Indemnification Affidavit
Anti-Kickback Affidavit
Public Entity Crimes Affidavit
Non-Collusion Declaration and Compliance Affidavit
Florida Trench Safety Act Compliance Affidavit
Cone of Silence Affidavit
Equal Benefits for Domestic Partners Affidavit

2. Truth in Negotiation Certification

Pursuant to Section 287.055(5)(a), Florida Statutes, the Truth in Negotiations Certification, Form 375-030-30, is required for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount of \$195,000 (F.S. 287.017 Category Four). Form is in Exhibit A.

A.4 Anticipated Timetable

RFQ Advertised	November 13, 2018
Pre-Submittal Meeting (non-mandatory)	November 28, 2018
Deadline for written questions	December 3, 2018
Due Date and Time for this RFQ	December 12, 2018
Selection Committee Ranking	January 3, 2019
City Commission Ranking Approval	January 15, 2019
City Commission Contract Award	February 19, 2019
Construction Documents Complete for Bid	December 31, 2019

B. SCOPE OF WORK/SERVICES

Task 1 – Development/Design

1. Finalize Concept Plan and overall project schedule subject to review/approval by City, to provide up to 104 units of workforce housing.
2. Prepare Conditional Use Application and obtain Major Development Plan/City Planning Board approval and City Commission approval subject to review by State Department of Economic Opportunity (DEO) and the Housing Authority of Key West. Conduct studies (e.g., tree survey, traffic) as required to support application.
3. Conduct geotechnical investigation of Site as necessary to support design/construction.
5. Complete design and prepare specifications and construction drawings for project compliant with applicable City building codes and FEMA, geotechnical, civil, architectural, electrical, environmental, DEO (including Action Plan for Disaster Recovery design requirements), LEED, etc. Construction drawings signed/sealed by discipline-specific Professional Engineers. Development based on HDR-1 zoning.
6. Ensure that the design accommodates Flood Zone requirements applicable to the site; Flood Zones AE 9', AE 10', and VE 11' are present at the site.
7. Coordinate with, prepare permit applications and determine impact fees for access and utility service/relocation to the facility including, but not limited to, Florida Keys Aqueduct Authority (transmission main relocation and water service), KEYS Energy Service (electrical), Key West Resort Utilities (sanitary sewer), Florida Department of Transportation (right-of-way access), etc.

Task 2 – Bid Period Services

Task 3 – Construction Engineering and Inspection (scope of services to be determined following completion of Task 1.

C. Response Information

C.1 Response Information

The evaluation of the RFQ will be based on a respondent's aptitude, experience and approach to tasks as identified herein by the City. Responses should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, or sent to an address other than that given above. The City reserves the right, after opening the submittal, to reject any or all responses, or to accept the response(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for responses submitted after the specified date and time.

A pre-submittal meeting will be held on **Wednesday November 28, 2018 at 1:00 P.M.**, Room 2016 in Key West City Hall. Attendance is not mandatory. All questions from any Proposer regarding the RFQ or matters relating thereto must be submitted to jbouquet@cityofkeywest-fl.gov at the Key West Engineering Department via email no later than **12:00 p.m. noon on December 3, 2018**. City respond to all properly submitted questions by addendum at least five (5) business days prior to the date that the Proposals are due. All questions will be posted as an addendum at www.cityofkeywest-fl.gov and www.DemandStar.com.

C.2 Submission Details:

1. **Submit to:**

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

2. **Due Date: December 12, 2018. NO LATER THAN 3 PM**

3. **Identification of Responses:**

Responses shall be submitted in a sealed envelope, clearly marked on the outside **“Qualifications for Architectural Services for College Road Workforce Housing Project, RFQ # 19-002”** addressed and delivered to the City Clerk at the address and by the date and time noted above.

C.3 Number of Copies:

Applicants shall submit (1) one printed copy and (2) two flash drives, each with a single PDF file of the entire bid package.

C.4 Response Preparation Costs:

Response preparation costs are the applicant's total responsibility.

C.5 Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

C.6 Property of the City:

All responses and related materials provided to the City related to this RFQ will become the property of the City of Key West.

C.7 License Requirements:

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses. The selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

C.8 Post Contractual Restriction:

Each prospective proposer should be aware that the resulting awardee shall be required to execute a Post Contractual Restriction understanding with the City of Key West, to include the selected firm as well as all subconsultants. The provision will restrict the selected firm, and subconsultant(s), from representing itself or clients before the City of Key West City Commission, its agents, boards and committees on all planning related matters during the agreement/contract period of performance and for one (1) year following final approval of the Work.

C.9 Insurance /Indemnification:

Per Paragraph 7.8 in Appendix 7 (Sample Contract)

C.10 Cone of Silence:

Pursuant to Section 2-773 of the City of Key West Code of Ordinances, as amended, a "Cone of Silence" shall be in effect during the course of a competitive solicitation. Cone of Silence Affidavit, attached hereto under Exhibit A.

C.11 Response Evaluation:

The consultant's past performance on housing complexes (including workforce/affordable, DEO),

approach, understanding of the project, and experience of key personnel in providing project required services will be the principal basis for evaluation. Consultant Ranking Form, attached hereto as Exhibit B.

C.12 Response Selection:

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only the three (3) highest rated Responses as determined by the City Manager appointed selection team will go forward to the City Commission in ranked order. In the event of a ranking tie between the two or more firms, the highest three and ties will go forward to the City Commission. Each short-listed respondent may be required to make a presentation of no more than 10 minutes to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by the team in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

A final contract, including a detailed scope and fee, must be negotiated by the City Manager and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses.

Should a Respondent take exception to the ranking, a formal written protest must be filed with the City Clerk within 72 hours of the conclusion of the ranking meeting. The written protest will be subsequently reviewed by the City Attorney who shall render a final decision on whether to allow or reject the protest. If allowed, the Respondent will have an opportunity to present to the City Commission with other ranked firms.

C.13 Response Content:

The City requires the Proposer to submit a concise response clearly addressing all of the requirements outlined in this RFQ. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than one page
2. *Information Page* – Include project name, name of firm (prime) submitting the response, contact information for the person who will act as project manager and contact information

for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.

3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel.
4. *Company Information* – Background information about the company and each subcontractor and the services each provides.
5. *Methodology and Approach* – Project specific descriptions which enable the City to assess the proposer’s capability to provide architectural services in a structured and efficient manner.
6. *Personnel* – Resumes of the principals(s) assigned to the project and staff personnel, and/or sub-consultants available to support the proposed efforts.
7. *Qualifications* – Description of relevant experience (i.e., affordable/workforce housing; apartment complex, City of Key West Development Review process, implementation of DEO Action Plan design requirements, etc.) for the prime consultant and each subconsultant connected with providing project work. Experience of team members working successfully together on other similar projects should be included.
8. *Representative Workforce/Affordable Housing/ Apartment Complex Projects and Client References* – Submit descriptions of similar assignments conducted by the consultant, including other agency/client’s contact name and telephone number.
10. *Sworn Statements and Affidavits* – The Consultant shall have signed and returned all forms attached herein as Exhibit A (Anti-Kickback, Public Entity Crimes, Equal Benefits for Domestic Partners, Cone of Silence).

Total proposal length (not including required forms) will not exceed 20 double side pages.

EXHIBIT A
AFFIDAVITS AND FORMS

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

BY: _____

sworn and prescribed before me this _____ day of _____, 2018

NOTARY PUBLIC, State of Florida

My commission expires:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to _____

by

for

(print individual's name and title)

_____ (print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. 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 of 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, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____ who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____ day of _____, 2018

_____ NOTARY PUBLIC

My commission expires:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

Sec. 2-773. Cone of Silence.

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

- evaluation and/or selection committee therefore; and
- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk.
Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action

which ends the competitive solicitation.

- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
 - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
 - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (*Ord. No. 13-11, § 1, 6-18-2013*)

Exhibit B
Consultant Ranking Form

Project: Architectural Services for College Road
Workforce Housing Project

Project Number: RFQ #19-002

Firm: _____

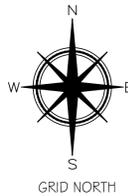
Date: _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Methodology & Approach	25	
Experience of Key Personnel	15	
Qualifications of Firm & Team	30	
Representative Projects & References	25	
Cover Letter, Organizational Chart, Company Information	5	
Sub-Total Points	100	

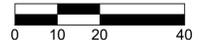
EXHIBIT C
SURVEY AND CONCEPTUAL PLANS



LOCATION MAP - NTS
SEC. 34-TG7S-R25F



1"=20'



*VERIFY ORIGINAL SCALE OF 2"

TOTAL AREA = 116,025.03 SQFT ±
2.66 ACRES ±



**FLORIDA KEYS
LAND SURVEYING**
1996 OVERSEAS HIGHWAY
SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3690
EMAIL: FKL5mail@gmail.com

BOUNDARY SURVEY

5220, 5224, 5228 & 5230 COLLEGE ROAD
KEY WEST, MONROE COUNTY, STATE OF FLORIDA

DATE: 10/30/2018	SURVEY BY: EAI	PROJECT: KW-MOSQUITO
REVISION DATE: XX/XX/XXXX	DRAWN BY: MPB	H. SCALE: 1"=20'
CITY OF KW PO: 086832	CHECKED BY:	SHEET 3 OF 3

CERTIFIED TO - THE CITY OF KEY WEST;

THIS SHEET 3 OF 3 IS NOT FULL AND COMPLETE WITHOUT SHEETS 1 & 2.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, FLORIDA STATUTES.

SIGNED:
ERIC A. ISAACS, PSM #8783, PROFESSIONAL SURVEYOR AND MAPPER, L&M 7847

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

SYMBOL LEGEND:

MONUMENT	TELEPHONE MANHOLE
CATCH BASIN	WATER VALVE
DRAINAGE MANHOLE	WATER METER
CONCRETE UTILITY POLE	WOOD UTILITY POLE
MANHOLE	MONITORING WELL
FIRE HYDRANT	SEWER VALVE
CULVERT	OVERHEAD UTILITY LINES
GAS PUMP	LIGHT POLE
CULVERT WIRE	ELECTRIC TRANSFORMER BOX
MAILBOX	LIGHT ATTACHED TO BUILDING
SANITARY CLEANOUT	BOLLARD
SANITARY MANHOLE	SPOT GRADE ELEVATION (TYPICAL)
SIGN	TREE (UNKNOWN SPECIES)
PALM TREE	

SURVEYORS NOTES

- THE BOLD LINE SHOWN HEREON AND THE LEGAL DESCRIPTION AUTHORED BY THE UNDERSIGNED REPRESENTS THIS SURVEYORS OPINION OF THE BOUNDARY BASED ON THE EXAMINATION OF THE COLLEGE ROAD TITLE SEARCH PREPARED BY GREGORY S. OROPEZA, DATED OCTOBER 15, 2018, WHICH INCLUDES THE SURROUNDING PROPERTY DEEDS / LEGAL DESCRIPTIONS AND HISTORICAL SURVEYS. PER THE SAID TITLE SEARCH, THERE APPEARS TO HAVE NEVER BEEN A HISTORICAL METES AND BOUNDS LEGAL DESCRIPTION FOR THE SUBJECT PROPERTY, AS SUCH FLORIDA KEYS LAND SURVEYING UTILIZED THE SAID SURROUNDING PROPERTY DEEDS / LEGAL DESCRIPTIONS AND HISTORICAL SURVEYS TO ASSIST IN UNDERSTANDING THE HISTORY AND THE OVERALL INTENT OF THE BOUNDARY.
- MORE SPECIFICALLY FLORIDA KEYS LAND SURVEYING UTILIZED THE SAID SURROUNDING DEEDS / LEGAL DESCRIPTIONS AND THE "PLAT OF SURVEY" PREPARED BY E.R. MCCARTHY, REG. LAND SURVEYOR NO. 645, WITH A 2ND REVISION DATE, AUGUST 31, 1960 TO ESTABLISH THE BOUNDARY LINES BETWEEN THE SUBJECT PROPERTY AND THE "KEY WEST GOLF COURSE", THE "FLORIDA KEYS AQUEDUCT COMMISSION" AND THE "KEY WEST GARDEN CLUB". THE COLLEGE ROAD RIGHT OF WAY WAS ESTABLISHED UTILIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 90550-2612, WITH A TRACED DATE 1/23/73.
- HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 1990 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/1990), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE (90501).
- COORDINATES WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GNSS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY, RELATIVE TO THE NEAREST CONTROL POINT WITHIN THE NATIONAL GEODETIC SURVEY (NGS) GEODETIC CONTROL NETWORK. METHOD: WIDE AREA CONTINUOUSLY OPERATING GPS REFERENCE STATION NETWORK (TRIMBLE VRS).
- ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
- BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK: DESIGNATION G 121 RESET, P.I.D. A00670, ELEVATION 13.07' (NGVD 1929).
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD EVIDENCE. THE SURVEYOR MAKES NO GUARANTIES THAT THE UNDERGROUND UTILITIES SHOWN HEREON ENCOMPASS ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE EVIDENCE AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- STREET ADDRESS: 5220, 5224, 5228 & 5230 COLLEGE ROAD, KEY WEST, FL 33040.
- ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.
- ALL FIELD DATA WAS ACQUIRED BETWEEN 05/23/2018 - 10/11/2018.
- COMMUNITY NO.: 120168; MAP NO.: 12087C-1528K & 12087C-1509K; MAP DATE: 02-18-2005; FLOOD ZONE: AE # VE, BASE ELEVATION: AE-9, AE-10 & VE-11
- BACKGROUND IMAGE IS A 2017 GEO-REFERENCED AERIAL IMAGE OBTAINED FROM THE MONROE COUNTY G.I.S. DEPARTMENT, AND IS SHOWN FOR VISUAL REFERENCE ONLY.



MATCH LINE SHEET 3

MATCH LINE SHEET 2

COLLEGE ROAD AFFORDABLE HOUSING

5220, 5224, 5228, 5230 COLLEGE ROAD
STOCK ISLAND, FL

WILLIAM P. HORN
ARCHITECT, P.A.

915 EATON ST.
KEY WEST,
FLORIDA
33040

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LICENSE NO.
AA 0003040

COLLEGE ROAD
AFFORDABLE HOUSING
5220, 5224, 5228 & 5230
College Road
STOCK ISLAND, FLORIDA.



PROPERTY LINE



BUILDING DATA

FLORIDA BUILDING CODE INFORMATION
 OCCUPANCY TYPE: R-2 APARTMENTS
 CONSTRUCTION TYPE: TYPE III B, SPRINKLERED
 ALLOWABLE HEIGHT: 60' (SPRINKLERED)
 ALLOWABLE NUMBER OF STORIES = 4 STORIES
 ALLOWABLE AREA/FLOOR = 16,000 S.F./FLOOR (S13R)
 48,000 S.F./FLOOR (SM)

	ENCLOSED	COVERED
BUILDING A		
GROUND FLOOR:	-----	-----
FIRST FLOOR:	3,084 S.F.	861 S.F.
SECOND FLOOR:	-----	-----
THIRD FLOOR:	-----	-----
BUILDING B		
GROUND FLOOR:	213 S.F.	16,820 S.F.
FIRST FLOOR:	13,759 S.F.	3,268 S.F.
SECOND FLOOR:	13,759 S.F.	3,268 S.F.
THIRD FLOOR:	13,759 S.F.	3,268 S.F.
BUILDING C		
GROUND FLOOR:	213 S.F.	9,071 S.F.
FIRST FLOOR:	6,981 S.F.	2,401 S.F.
SECOND FLOOR:	6,981 S.F.	2,401 S.F.
THIRD FLOOR:	6,981 S.F.	2,401 S.F.
TOTAL:	65,730 S.F.	43,759 S.F.

RESIDENTIAL UNIT COUNT

	ENCLOSED	COVERED
104 - 1 BEDROOM UNITS		
W/BALCONY	611 S.F.	49 S.F.
(6 OF THE UNITS ARE FULLY HANDICAP COMPLIANT)		

INDEX OF SHEETS

PAGE	DESCRIPTION
A-0	COVER SHEET
A-1	GOOGLE AERIAL SITE PLAN
A-1.1	CONCEPTUAL SITE PLAN - ROOF PLAN
A-2	CONCEPTUAL GROUND FLOOR PLAN
A-3	CONCEPTUAL TYPICAL FLOOR PLAN
A-4	UNIT PLANS AND SECTIONS
A-5	BUILDING ELEVATIONS
A-5.1	3D RENDERINGS
A-5.2	3D RENDERINGS

SITE DATA

SITE AREA: 116,024.48 S.F. (2.66 ACRES)
 LAND USE: HDR-1 (HIGH DENSITY RESIDENTIAL 1)
 FLOOD ZONE: AE EL. +9.0', AE EL. +10.0', VE EL. 11.0'
 FAR: N/A
 DENSITY: ALLOWED = 40 UNITS/ACRE
 2.639 ACRES x 40 UNITS/ACRE = 105.56 UNITS ALLOWED
 104.0 UNITS PROVIDED

HEIGHT: ALLOWED = 40' + 4'MAX. IF OVER FLOOD
 = 44' MAX.
 PROPOSED = 43'-11"

SETBACKS:

FRONT SETBACK: REQUIRED = 20'-0"
 PROPOSED = 20'-0"

SOUTH SIDE SETBACK: REQUIRED = 10'-0"
 PROPOSED = 13'-0"

NORTH SIDE SETBACK: REQUIRED = 10'-0"
 PROPOSED = 10'-0"

REAR SETBACK: REQUIRED = 10'-0"
 PROPOSED = 13'-0"

BUILDING COVERAGE AREA:
 ALLOWED: 46,409.79 S.F. (40% MAX.)
 PROPOSED: 35,212 S.F. (30.34%)

IMPERVIOUS AREA:
 ALLOWED: 69,614.68 S.F. (60% MAX.)
 PROPOSED: 84,653.83 S.F. (72.9%)
 (VARIANCE REQUIRED)

LANDSCAPE AREA:
 REQUIRED: 40,608.56 S.F. (35% MIN.)
 PROPOSED: 31,370.65 S.F. (27.03%)
 (VARIANCE REQUIRED)

OPEN SPACE AREA:
 REQUIRED: 40,608.56 S.F. (35% MIN.)
 PROPOSED: 31,370.65 S.F. (27.03%)
 (VARIANCE REQUIRED)

PARKING:
 REQUIRED: 2 SPACES PER UNIT
 104 UNITS x 2 = 208 REQUIRED
 PROPOSED: 122 SPACES PROVIDED
 92 REGULAR 9'x18' SPACES
 22 COMPACT 7.5'x15' SPACES
 8 HANDICAP 12'x21' SPACES
 (VARIANCE OR BIKE SUBSTITUTION REQUIRED)

BIKE:
 REQUIRED: 10% OF REQUIRED CAR SPACES
 208 x 0.10 = 20.8 (21 SPACES)
 PROPOSED: 75 SPACES PROVIDED

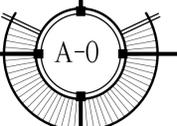
SEAL

DATE
 08-24-18 PRELIM. DESIGN

REVISIONS

DRAWN BY
 JW

PROJECT NUMBER
 1808



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 5220, 5224, 5228 & 5230 College Road
 STOCK ISLAND, FLORIDA

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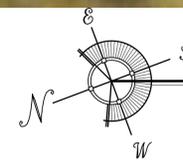
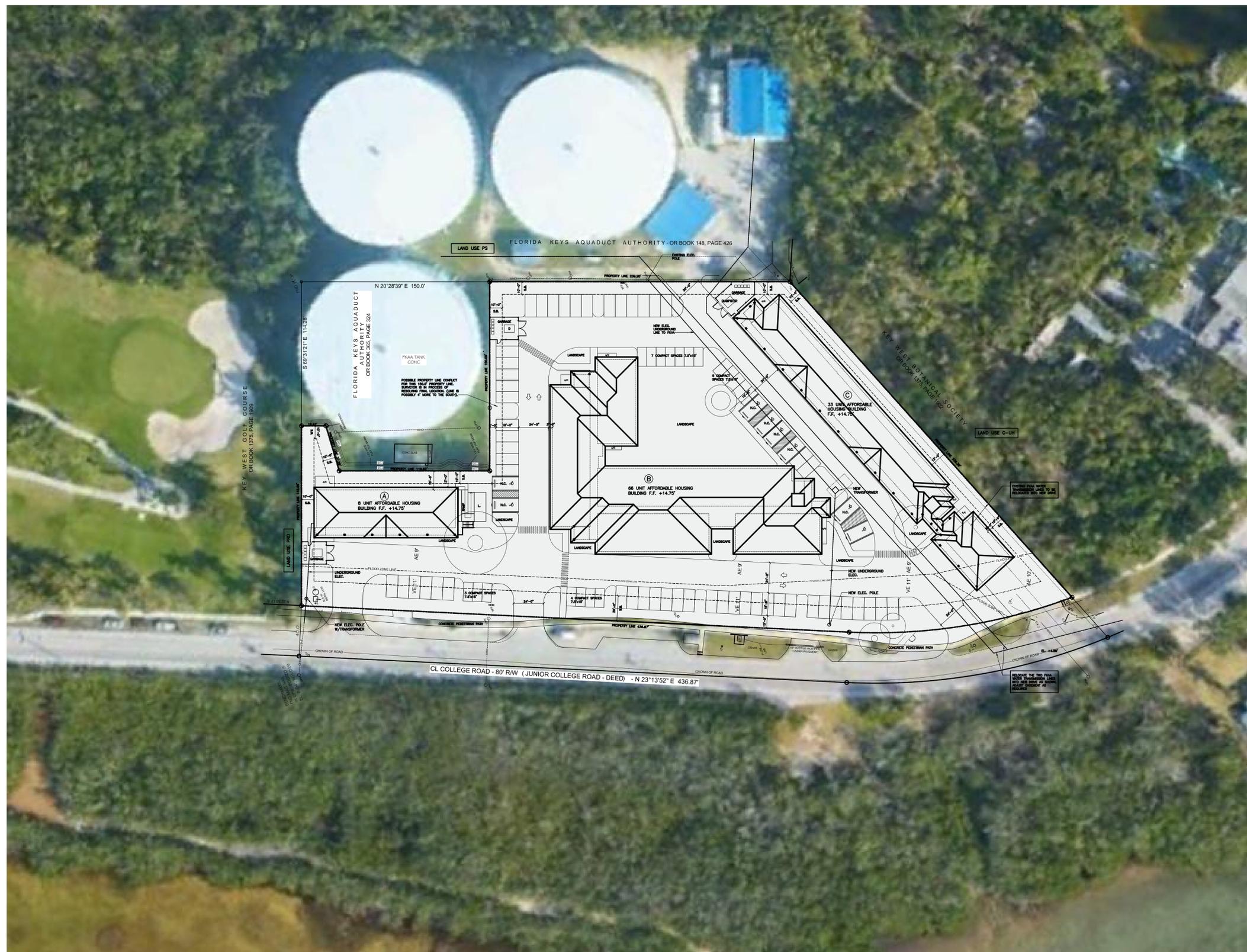
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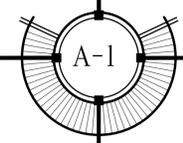


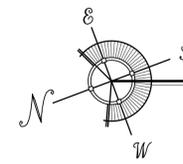
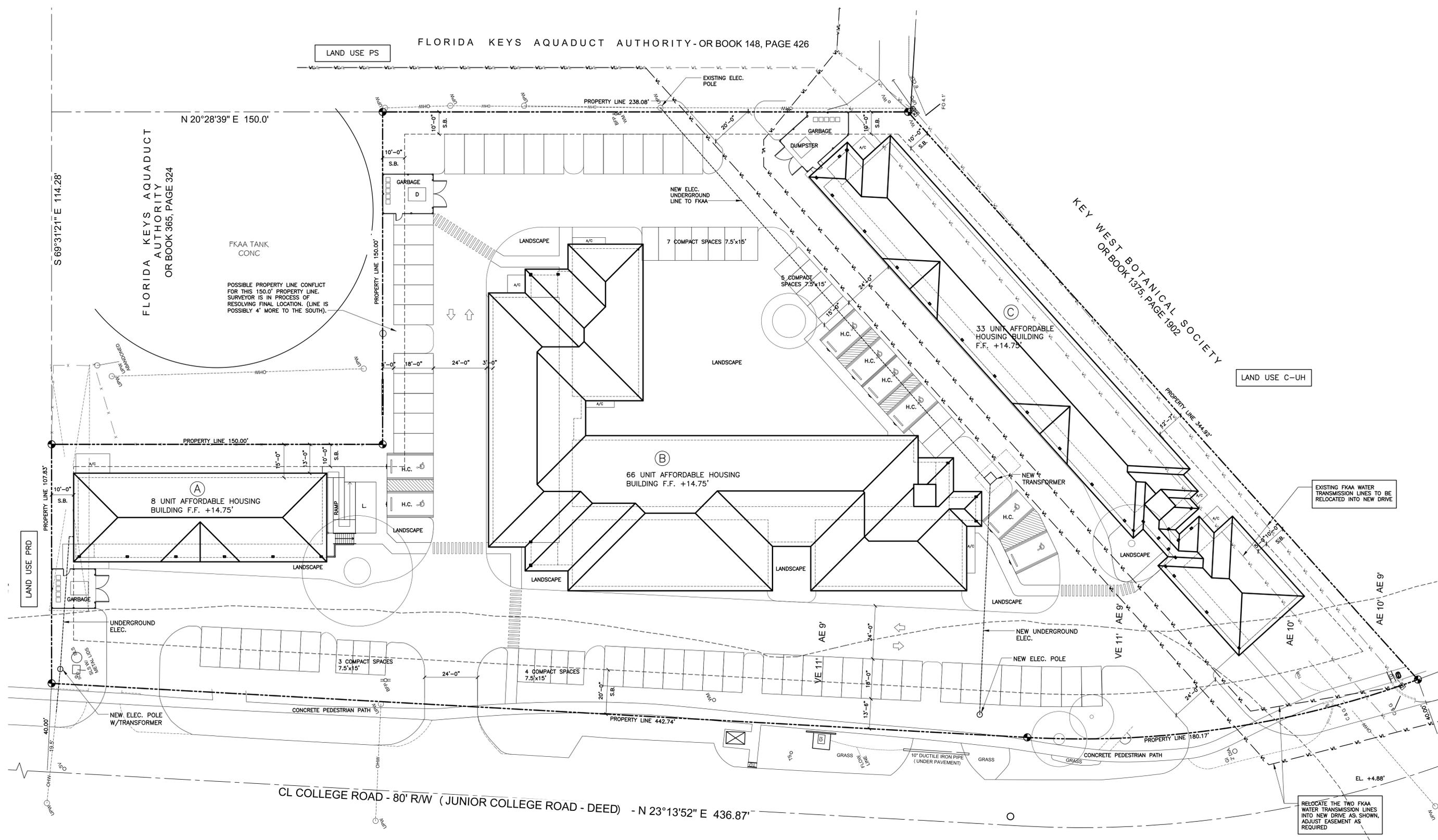
GOOGLE AERIAL SITE PLAN

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY
PREPARED BY FLORIDA KEYS LAND SURVEYING,
DATED ON 07-03-18

SCALE: 1"=40'-0"

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PROPOSED CONCEPTUAL ROOF PLAN

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY
PREPARED BY FLORIDA KEYS LAND SURVEYING,
DATED ON 07-03-18

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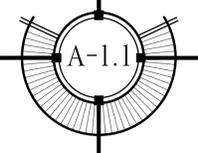
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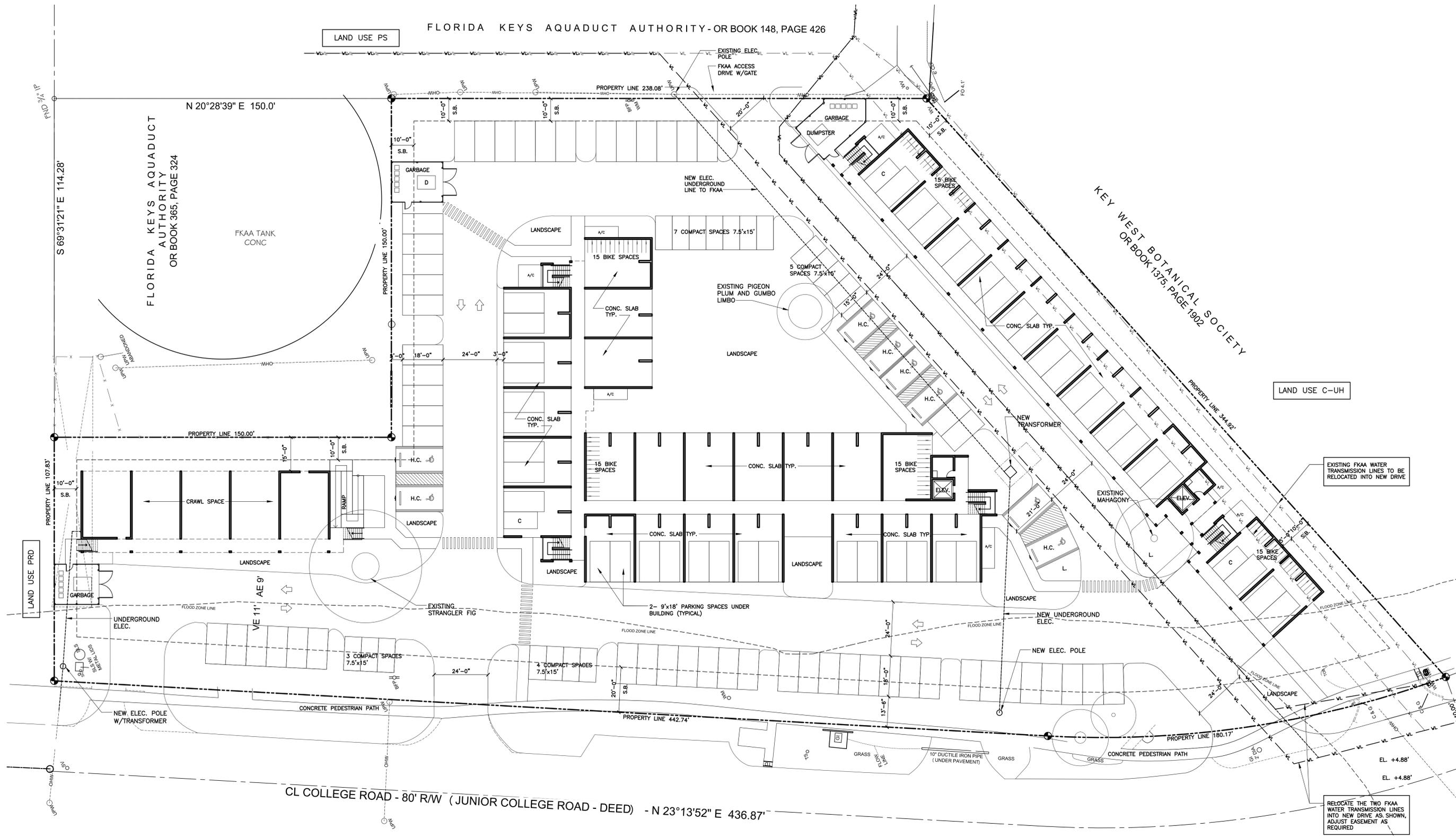
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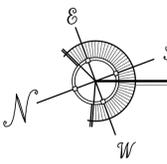
LAND USE PS

FLORIDA KEYS AQUADUCT AUTHORITY - OR BOOK 148, PAGE 426

KEY WEST BOTANICAL SOCIETY
OR BOOK 1375, PAGE 1902

LAND USE C-UH

PROPOSED CONCEPTUAL GROUND FLOOR PLAN



SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY
PREPARED BY FLORIDA KEYS LAND SURVEYING,
DATED ON 07-03-18

SCALE: 1"=20'-0"

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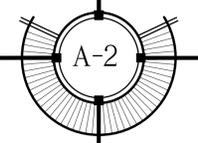
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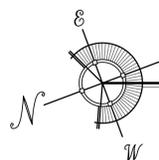
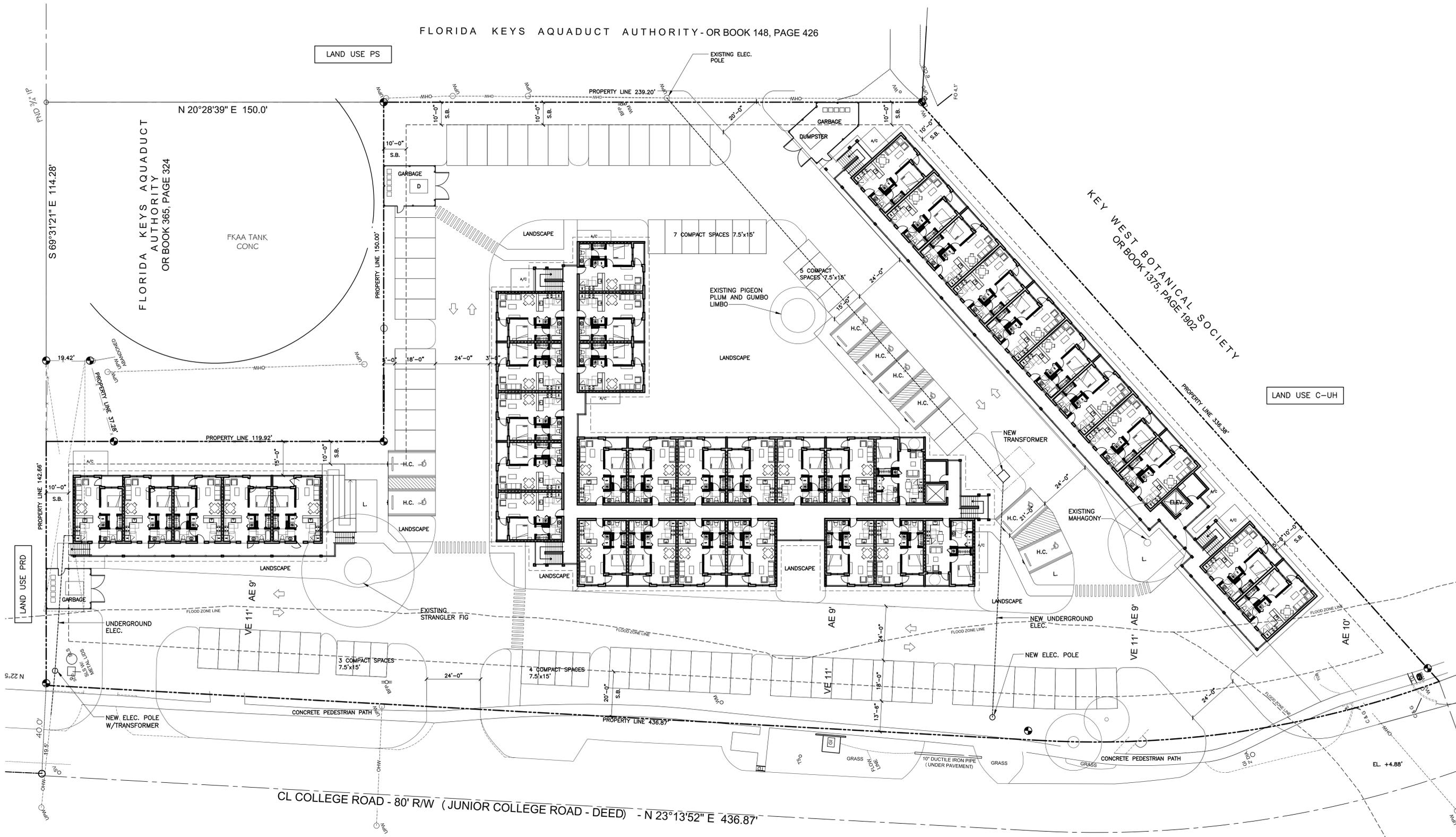
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PROPOSED CONCEPTUAL TYPICAL FLOOR PLAN

SITE PLAN BASED ON INFORMATION OBTAINED FROM SURVEY
 PREPARED BY FLORIDA KEYS LAND SURVEYING,
 DATED ON 07-03-18

SCALE: 1"=20'-0"

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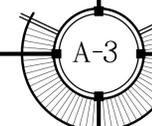
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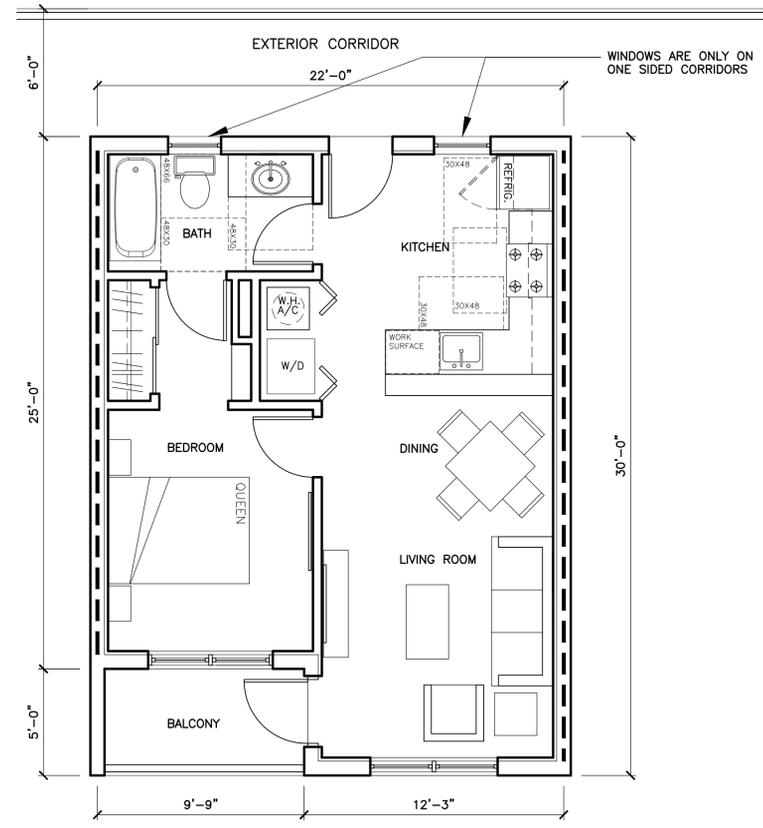
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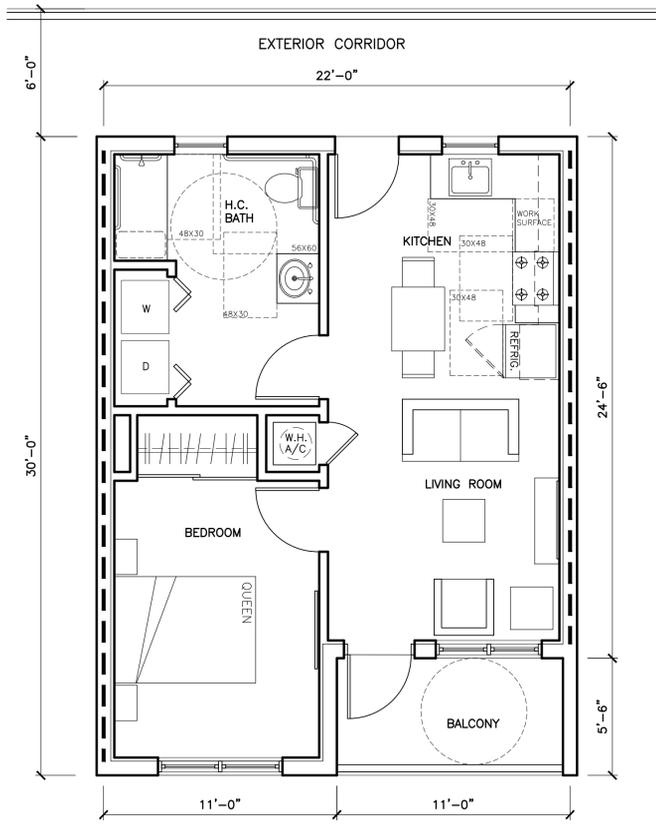
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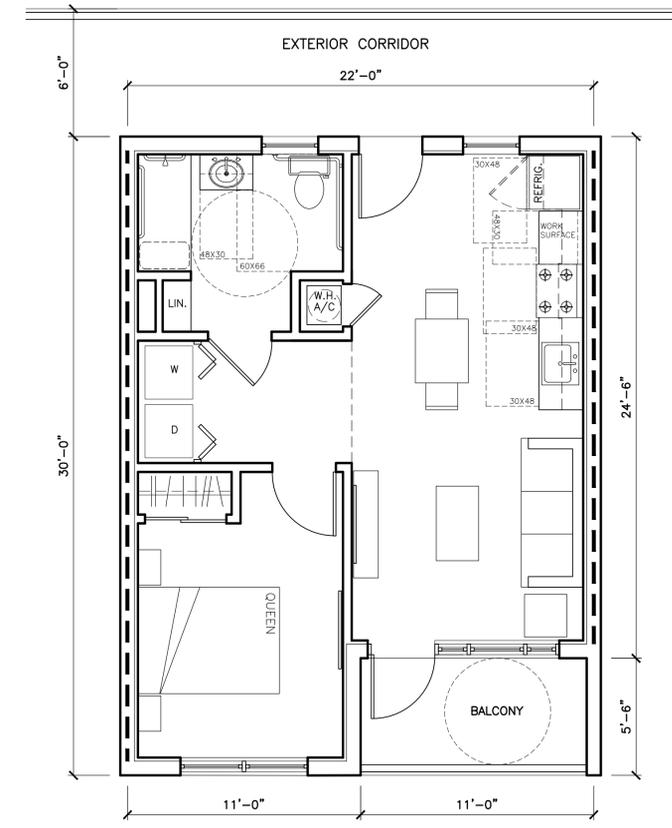
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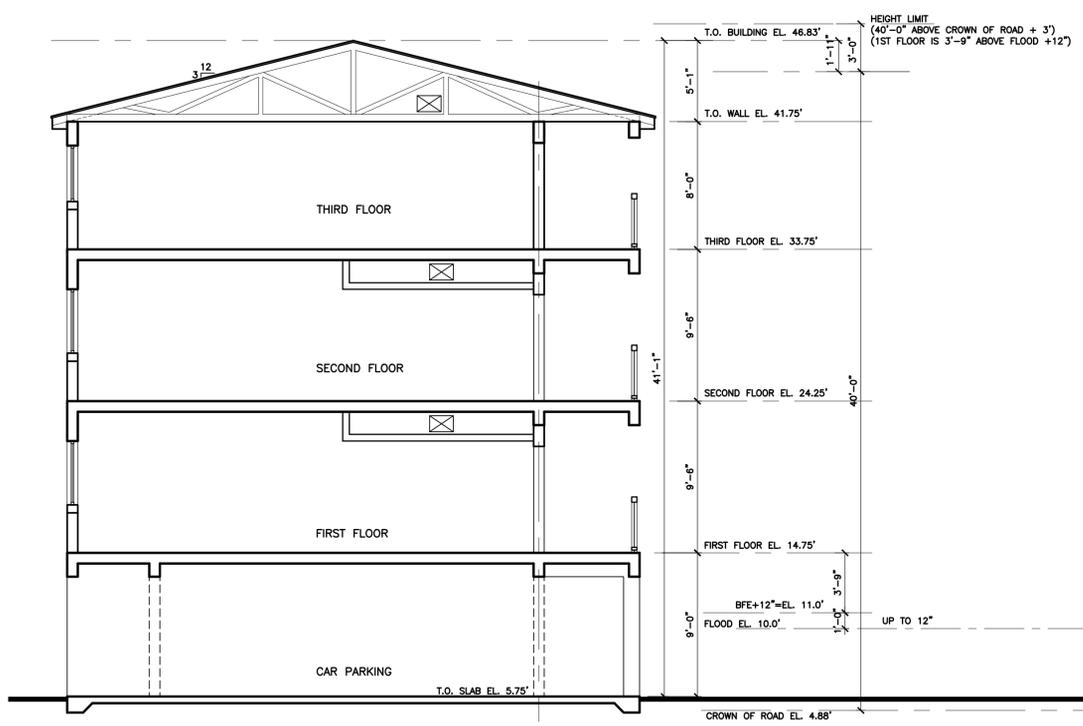
1
A-4
UNIT PLAN #1
(611 S.F. ENCLOSED AREA) SCALE: 1/4"=1'-0"



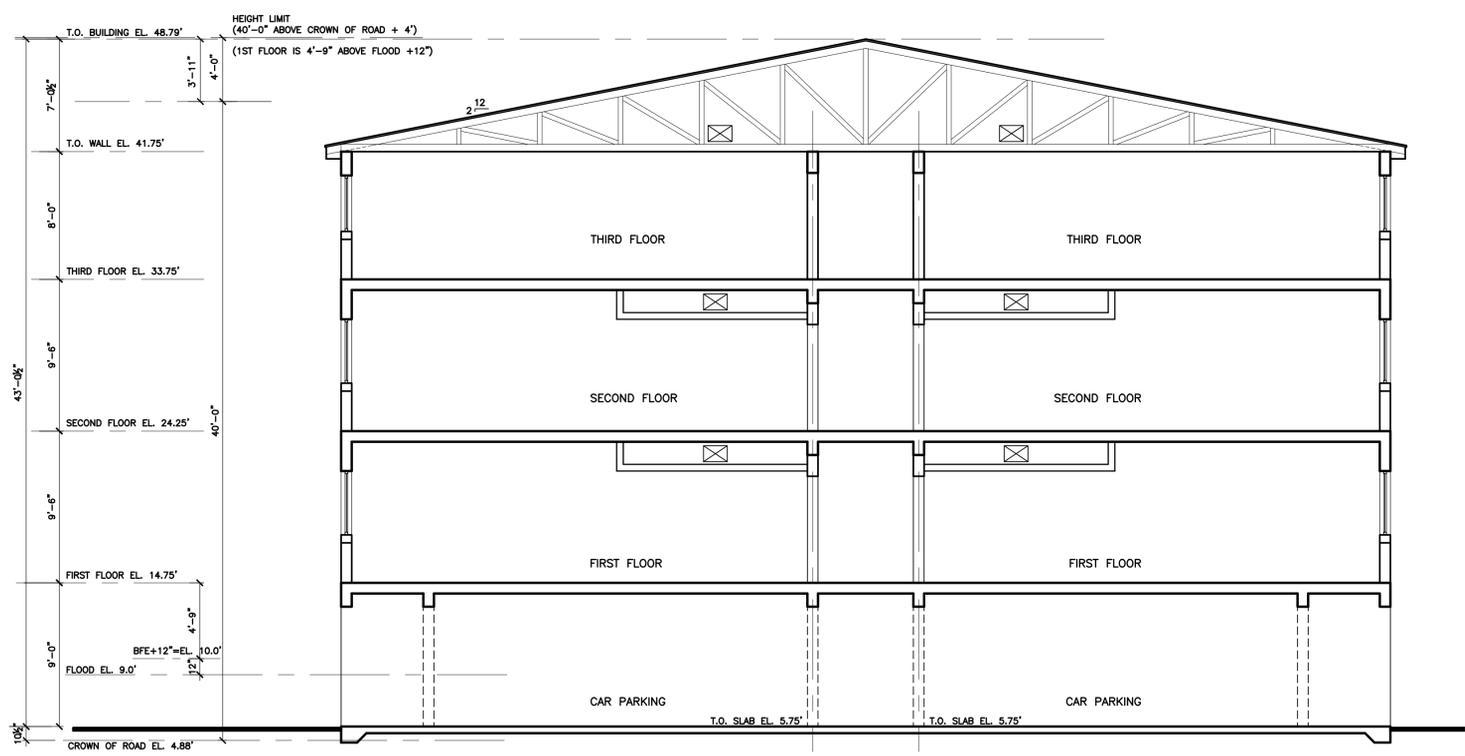
2
A-4
UNIT PLAN #4 - H.C. UNIT - OPTION #1
(600 S.F. ENCLOSED AREA) SCALE: 1/4"=1'-0"



3
A-4
UNIT PLAN #4 - H.C. UNIT - OPTION #2
(600 S.F. ENCLOSED AREA) SCALE: 1/4"=1'-0"



4
A-4
CONCEPTUAL SECTION
SCALE: 3/16"=1'-0"



5
A-4
CONCEPTUAL SECTION
SCALE: 3/16"=1'-0"

SEAL _____

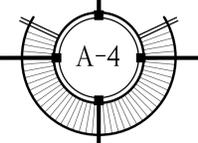
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08-24-18 PRELIM. DESIGN

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HOUSING

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COLLEGE ROAD ELEVATION

SCALE: 1"=20'-0"



BUILDINGS A' & 'B' REAR ELEVATION

SCALE: 1"=20'-0"

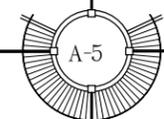


BUILDING 'C' REAR ELEVATION

SCALE: 1"=20'-0"

COLLEGE RD. HOUSING

5220, 5224, 5228 & 5230
COLLEGE RD.
STOCK ISLAND





① RENDERING 1



② RENDERING 2

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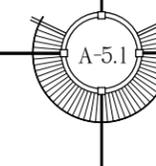
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5220, 5224, 5228 & 5230
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① RENDERING 3



② RENDERING 4

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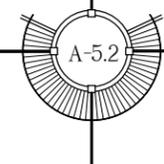


EXHIBIT D
REPORTS & ENVIRONMENTAL

EXISTING FACILITIES SURVEY

FOR:

CITY OF KEY WEST

POSSIBLE NEW LOCATION FOR THE KOTS FACILITY

PROJECT NUMBER: 13.0D03

JULY 26, 2013

EXISTING FACILITIES SURVEY
CITY OF KEY WEST

PROJECT NO.: 13.0D03

TABLE OF CONTENTS

OVERVIEW

REAL PROPERTY

EASTER SEALS BUILDING

MOSQUITO CONTROL BUILDING

SPCA - KEYWEST

APPENDICES:

A. SPCA KEY WEST SURVEY & PROGRAM

END OF CONTENTS

OVERVIEW

For a multitude of reasons, the City of Key West is no longer interested in keep the Keys Overnight Temporary Shelter (KOTS) in its present location.

It is now exploring other possible sites that could house the KOTS Facility as well as re-examining the ways services are delivered to the homeless population in Key West.

One possible site that the City could utilize is a piece of land currently owned by the City on College Road. The site currently houses multiple buildings and tenants as follows:

- One Story Office Building (formerly occupied by Easter Seals)
- Two-Story Office Building with Shop Space currently occupied by Mosquito Control
- One Story Temporary Buildings and kennels currently occupied by SPCA-Key West

This survey is a brief overview to document the existing conditions at those facilities as they appeared on March 20, 2013 and is meant to be a starting point for discussion. Should the City decide it is seriously considering this property a more thorough analysis will be necessary to determine an accurate assessment of the present condition of these buildings and their future potential service life. At a minimum the following should be carefully examined and tested;

- Structural system integrity
- Hazardous Materials Content
- Roof Membrane
- Building Envelope
- Electrical System
- Mechanical System
- Plumbing System
- ADA Accessibility

REAL PROPERTY



5230 College Rd., Key West, FL 33040, USA

Google earth

Google earth

feet
meters

800
200





Google earth

feet
meters

2000
600





5230 College Rd., Key West, FL 33040, USA

©2013 Google

Google earth

Google earth

feet
meters

300
100





5230 College Rd; Key West, FL 33040, USA

© 2013 Google



Google earth

feet
meters

300
100



ONE STORY OFFICE BUILDING



ES 01



ES 02



ES 03



ES 04



ES 05



ES 06



ES 07



ES 08



ES 09



ES 10



ES 11



ES 12



ES 13



ES 14



ES 15



ES 16



ES 17



ES 18



ES 19



ES 20



ES 21



ES 22



ES 23



ES 24



ES 25



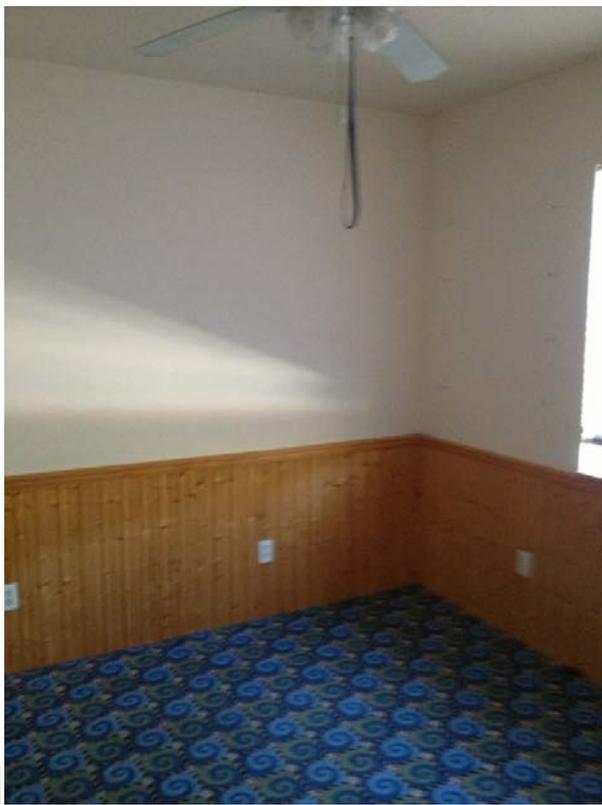
ES 26



ES 27



ES 28



ES 29



ES 30



ES 31



ES 32



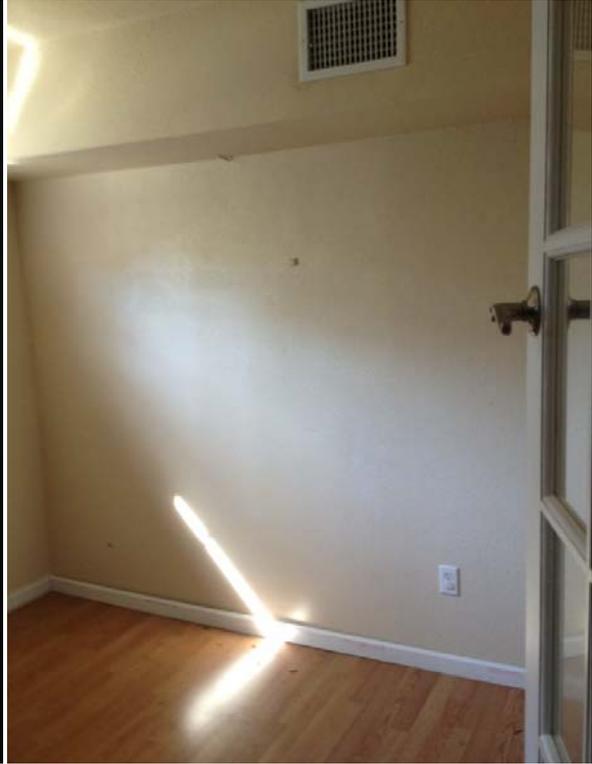
ES 33



ES 34



ES 68



ES 69



ES 70



ES 71



ES 35



ES 36



ES 37



ES 38



ES 39



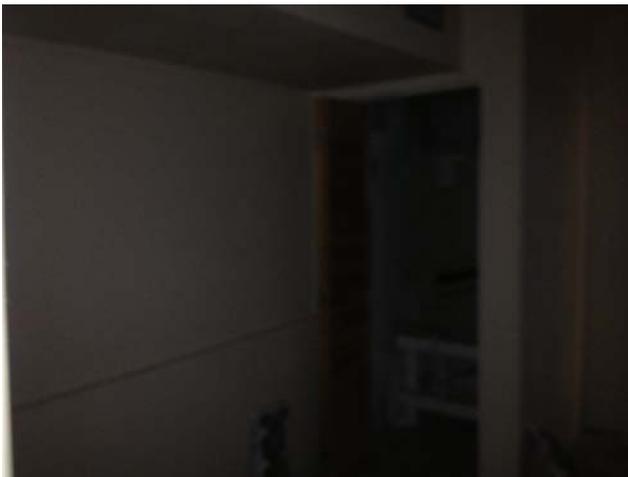
ES 40



ES 41



ES 42



ES 43



ES 44



ES 45



ES 46



ES 47



ES 48



ES 49

TWO STORY PROPERTY



MC 01



MC 02



MC 03



MC 04

THIS ADMINISTRATION BUILDING DEDICATED TO
THE PEOPLE OF MONROE COUNTY BY
THE MOST WORSHIPFUL GRAND LODGE
OF
FREE AND ACCEPTED MASONS OF FLORIDA
AUGUST 26, A.D. 1979
MONROE COUNTY
MOSQUITO CONTROL DISTRICT
BOARD OF COMMISSIONERS CHAIRMAN

MC 4



MC 5



MC 6



MC 7



MC 8



MC 9



MC 10



MC 11



MC 12



MC 13



MC 14



MC 15



MC 16



MC 17



MC 18



MC 19



MC 20



MC 21



MC 22



MC 23



MC 24



MC 25



MC 26



MC 27



MC 28



MC 29



MC 30



MC 31



MC 32



MC 33



MC 34



MC 35



MC 36



MC 37



MC 38



MC 39



MC 40



MC 41



MC 42



MC 43



MC 44



MC 45



MC 46



MC 47



MC 48



MC 49



MC 50



MC 51



MC 52



MC 53



MC 54



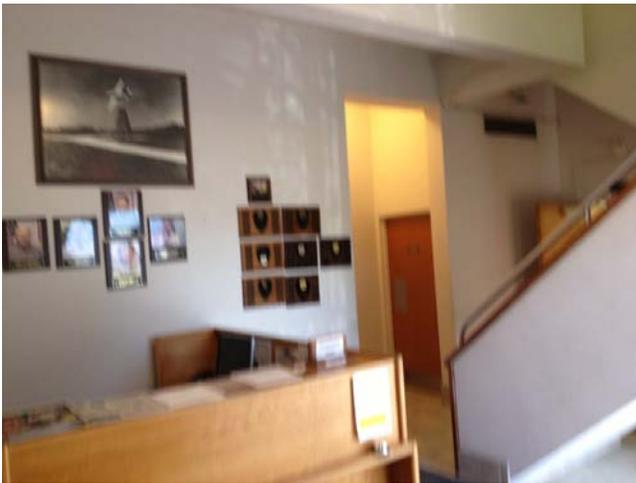
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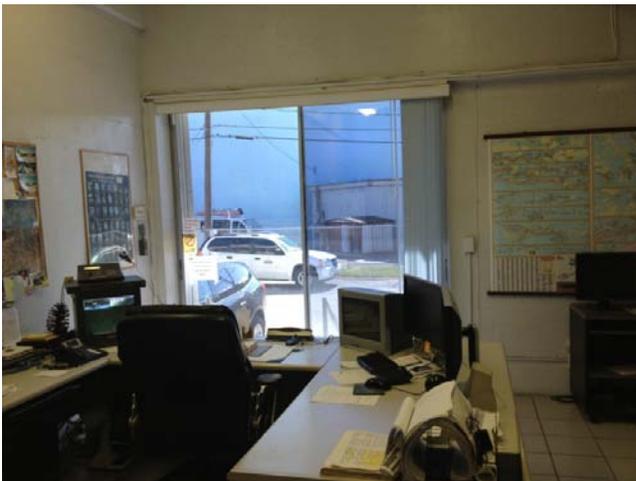
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MC 57



MC 58



MC 59



MC 60



MC 61



MC 62



MC 63



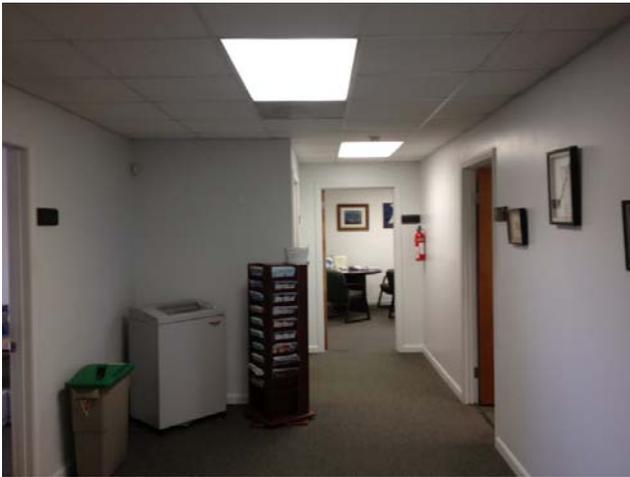
MC 64



MC 65



MC 66



MC 67



MC 68



MC 69



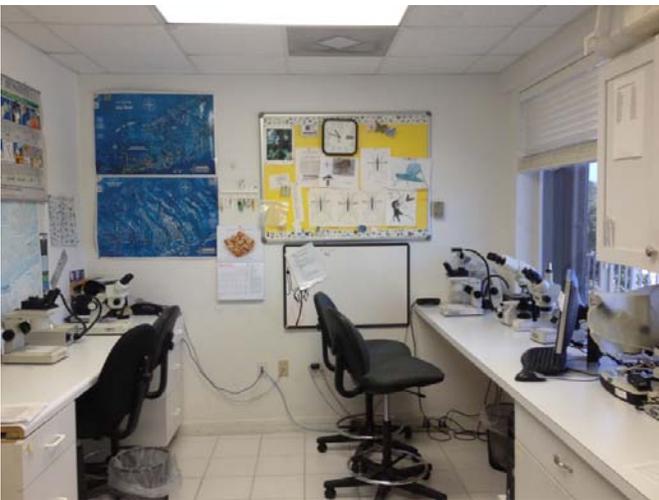
MC 70



MC 71



MC 72



MC 73



MC 74



MC 75



MC 76



MC 77



MC 78



MC 79



MC 80



MC 81



MC 82



MC 83

ADJACENT SPCA PROPERTY



SP 1



SP 2

FLORIDA KEYS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC.

5230 College Road • Key West, FL 33040 • www.FKSPCA.org
(305) 294-4857 • Fax (305) 294-1331 • Info@FKSPCA.org



The need for a new shelter has been apparent for years and for years we have been working on an optimum design. Over that time, square footage has been evaluated and re-evaluated with many “wants” being eliminated to make room for our “needs.” Attached are the space tabulations that our Board and Facilities Committee consider those needs to be. Here are a couple of explanations about our goals and the numbers themselves:

- The number of animals serviced by the Florida Keys SPCA has increased over the years, from 1,544 in 2010, to 1852 in 2011 to 2097 in 2012. In other words, 2012 showed a 13% increase over 2011 and a 36% increase over 2010. In addition, we anticipate that even more people would be willing to surrender an animal to a new, modern shelter rather than using other outlets such as Craig’s List to rehome them.
- In 2012, of the 2097 animals serviced, 2,044, or 97%, came from municipal Key West.
- On March 13, 2013 there were 122 animals at the shelter. The highest number we have accommodated at the shelter (so far) is 174 in August 2012 – peak hurricane season.
- In 2012, Animal Control responded to 462 calls, 393, or 85%, in Key West. Of these, 116 were cruelty related and 218 were at-large animals and many required additional support from the Key West Police Department or the Monroe County Sheriff.
- Our low-cost or free spay/neuter clinic serviced 1,024 animals in 2012.
- Because we place no limit on the time an adoptable animal stays with us, the average length of stay is 66 days with some animals staying over a year. The importance of play yards and access to fresh air for the dogs cannot be overstated – they are vital to their physical and mental wellbeing. (Kennel stress is common in animal shelters.) Similarly, colony rooms for cats reduce stress and they are thus less vulnerable to contagious upper respiratory infections, also a common occurrence in animal shelters.

FLORIDA KEYS SPCA

Tammy Fox
Executive Director

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Protecting Pets in Paradise



Protecting Pets in Paradise

The Florida Keys SPCA, Inc. is a non-profit 501(c)(3) corporation, ID#65-0891564. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free 1-800-435-7352 within the state. Registration does not imply endorsement, approval or recommendation by the state.

- The Florida Keys SPCA prides itself on responding to the needs of the community it serves. A few examples: our Faith program temporarily houses pets of domestic abuse victims; our Pet Food Pantry reduces the need for people to surrender their animals to us for economic reasons; we are currently working on a program that has been used elsewhere to address bullying in schools.
- With the fine, new shelter we proposed, we will be able to expand our community programs. For instance, offering dog training classes to encourage dogs being kept in the home rather than surrendered to the shelter. And humane education field trips for schoolchildren.
- With the education aspect we intend to incorporate, the Florida Keys SPCA will be well placed on College Road as neighbors of the Botanical Gardens and the college.

I would also like to point out some highlights of the attached space tabulations.

- Estimated total square footage needed: 41,949
- Total number of dog kennels required: 90
- Total number of cat colony rooms: 6
- The ability to isolate sick from healthy animals prevents the spread of disease
- Separate intake for adopters and owner-surrenders

Also attached is a reference plat that outlines the minimum amount of additional land that we had hoped would be incorporated into the existing lease between the City of Key West and Monroe County for animal control services

The opportunity to acquire additional land next to the present facility, so allowing us to build a new shelter, is an exciting one and we very much appreciate being able to contribute this information. Please don't hesitate to let us know if you have any questions.

Florida Keys SPCA Space Tabulations

<u>Administrative and Public Spaces</u>	<u>Square Footage</u>
Executive Director	120
Administrative Manager (Assistant Director)	75
Accounting Clerk	200
Office Manager	In Above
Volunteers/misc admin office	In Above
Copy / Work Room/office storage	200
Adoption Customer Service Representatives (2)	In Main Lobby
Main Lobby	1000
Retail	In Main Lobby
<i>Retail Storage</i>	80
Multi-purpose Classroom/Function	760
<i>Kitchenette</i>	80
<i>Storage Room</i>	120
Surrender Lobby	300
Grief Room / Consultation (1)	120
Sub-Total:	3,055

<u>Clinic</u>	
Veterinarian's Office	50
Clinic Storage & Technicians (2)	100
Prep. / Treatment Room	350
<i>Animal Maintenance</i>	130
<i>Laundry</i>	50
<i>Medical Gas Storage</i>	40
Surgery Room	250
Pharmacy / Supply Storage / Lab	50
Canine Recovery Holding	175
Feline Recovery Holding	100
Waiting Room	150
Exam Room	50
Radiology	80
Sub-Total	1,575

Florida Keys SPCA

Space Tabulations

<u>Animal Care</u>	<u>Square Footage</u>
Kennel Supervisor	80
Interview Room/adoption counselor	100
Real Life Room (1)	80
Get Acquainted Room (1)	80
Small Animal Holding	90
Exotic Holding	90
Canine Adoption Holding (50 runs)	2750
Canine Stray / Healthy Holding (25)	1500
Canine Feral/Cruelty Holding	In above
Canine Sick Adoption Isolation (5 runs)	275
Canine Sick Stray Isolation (5 runs)	300
Temporary Holding Canine (5 cages)	In above
Evaluation / Examination Room Canine	80
Canine Food Preparation	120
Feline Visitation Room	65
Feline Adoption Holding (four colony rooms)	600
Feline Adoption Holding (small colony room on lobby)	60
Kitten Adoption Holding (kitten colony room on lobby)	120
Feline Stray / Healthy Holding (60 cages)	200
Feline Feral / Cruelty Holding	In Above
Feline Isolation - Adoption (10 cages)	100
Feline Isolation - Stray (10 cages)	80
Feline Service Room	100
Evaluation / Examination Room Feline	50
Medical Supply Closet	200
Laundry Room - canine	150
Laundry Room - feline	150
Laundry Room - stray	150
Grooming	120
Master Clean Room	150
Bulk Food Storage	100
Euthanasia Room Stray Side	80
Freezer Room	120
General Storage (crates, kitty litter, tools, etc)	400
Sub-Total	8,540

Florida Keys SPCA Space Tabulations

	<u>Square Footage</u>
<u>Field Operations</u>	
Field Officer File Storage	
ACO office	120
Sally Port	500
<i>Clean Room</i>	60
<i>Crate and Trap Storage</i>	exterior
<i>Recycling Room</i>	exterior
Overnight drop box (1)	exterior
Sub-Total	680
 <u>Service Spaces</u>	
Public Restrooms	
<i>Men's Restroom</i>	80
<i>Women's Restroom</i>	80
<i>Men's Restroom</i>	80
<i>Women's Restroom</i>	80
Break room	200
Locker Room	100
Elevator	150
Stairs	350
Janitor's Room	32
Mechanical Rooms	40
Emergency Generator	in Lower level
Electrical / Telecommunications Room	In mech
Sub-Total	1,192
Total	15,042
Balance of walls and circulation 33.33%	20,056
 Optional Two-Story Building	
First Floor Required	14,293
Second Floor	5,763
Total	20,056
 <u>Exterior Spaces</u>	
Truck Wash	TBD
Parking Requirements	TBD
Set Backs	TBD
Dumpster Area	TBD
Bicycle Storage	TBD
Miscellaneous Fixtures	TBD
Play yard/common outdoor Areas	13,500
Minimum total land needed (square feet) before setbacks, parking, etc	33,556
Area needed for setbacks, parking, etc. (estimated at 20%)	8,389
Minimum total land needed for one-story building	41,945
43560 sq. ft. per acre	0.96

**Structural Inspection of
Florida Mosquito Control District Building
5224 College Road, Key West, Florida 33040.**

Prepared by:

Metric Engineering, Inc.

Douglas Ruggiano, P.E.
FL. Lic. No. 51497



Submitted to:

**Florida Keys Mosquito
Control District**



July 24, 2006

EXECUTIVE SUMMARY

On May 31, 2006, Metric Engineering, Inc. performed a structural inspection of the Florida Keys Mosquito Control District Building located at 5224 College Road, Stock Island, Key West, FL. The inspection consisted of visually inspecting all accessible structural elements along the interior and exterior of the building. During the inspection, a chipping hammer was used to sound the areas along the concrete elements at random locations to discern the integrity of the components. The purpose of the inspection was the following:

- a) Determine the overall structural condition of the building.
- b) Determine the significance of apparent deficiencies (concrete spalling and cracking) along concrete slabs, columns and beams throughout the building.
- c) Determine the extent of the structural deficiencies.
- d) Determine the potential causes for the apparent deterioration.
- e) Determine possible repair solutions with corresponding construction cost estimates.
- f) Perform a cost comparison analysis between repairing the existing and constructing a new building.
- g) Provide a recommended course of action to deal with the Current structural maintenance issues of the building.

The building, approximately 8,525 square feet, was constructed in 1978 and is composed of reinforced concrete beams, columns, slabs and masonry units. A second level addition, composed of reinforced beams, columns and masonry units was constructed onto the north end of the second level in 2001. The roof support system is composed of pre-manufactured wood trusses spaced at 2'-0" on center and the building is founded on reinforced concrete spread footings. For identifying areas along the building referred to in this report, see Figure I on page 8.

The majority of the structural components of the building are sound and in overall good condition, however; there is a considerable amount of deterioration in the form of spalling and cracking along concrete components throughout the building with higher concentrations of deficiencies found at the northern half of the building. It was reported

that concrete repairs totaling \$250,000 were performed on the building in 1998 and that a Contractor has estimated to repair current deficiencies for approximately \$350,000. We believe that the ongoing spalling of concrete is the result of a combination of harsh weather environment, lack of concrete cover over the reinforcement and possibly a concrete mix design with a high concentration of salinity. The existing concrete was not chemically analyzed to verify its chemical makeup, however; it was reported that the concrete mix used at the time of the original construction in 1978, contained beach sand. It was noted, however; that the look and feel of the loose concrete removed from active spalling areas appeared to have a hard consistency not typical of the weaker concrete mixes made with beach sand. The most critical spalling is occurring along beams, columns and the underside of the second level floor slab at various locations between column lines 1 and 7. The following sections of this report outlines our findings, identifies critical elements that warrant repair and proposes repair solutions with corresponding construction costs.

FINDINGS

General:

Paint system:

The paint system throughout the building is in fair to good condition with areas of rust bleed out along the northeast wall just below the eave of the roof. (See Photo No. 1).

Walls:

The concrete masonry walls are in good condition with only one area containing step cracking (approximately 10 ft in length) located at the southeast corner of the building. Step cracking is usually associated with differential settlement, however; there are no other apparent signs of distress that would indicate a settlement problem. We believe these cracks are superficial and are due to thermal expansion and contraction forces (See Photo Nos. 2 and 3). These cracks should be sealed during surface preparation for the next maintenance painting of the building. Cracks left untreated can allow moisture into

the building and cause further deterioration in the form of concrete and masonry spalling as well as paint failure and mildew problems.

Windows:

The windows along the building are in good condition with no evidence notable deterioration.

Doors:

The doors along the building are in overall fair to good condition.

Railings:

The aluminum picket railings along the exterior stair and perimeter balcony are in good condition with no apparent signs of deficiencies. The embedded portion of the rail post at the southeast corner of the balcony is exposed due to spalled concrete (See Photo No. 4).

Concrete Stairs:

The exterior concrete stair at the north end of the building is in poor condition with several areas of spalling and or delaminations accounting for approximately 25 cubic feet of required repair volume (See Photo Nos. 5 thru 10). The interior concrete stair system located at the main entrance appears to be in good condition with no apparent signs of deterioration.

Concrete Entrance Ramp:

The exterior concrete ramp leading to the main entrance of the building is in good condition with no apparent signs of deterioration.

Main Supporting Structural Components (Floor Slabs, Beams and Columns):

First Level Support System:

The first floor support system consists of a 4" thick concrete slab reinforced with welded wire fabric on well-compacted soil. The slab throughout the ground level was noted to be in good condition with only one area of non-structural thermal cracking in service bay no. 2 (See Photo No. 11).

Second Level Support System:

The second floor support system is composed of a continuous 6" reinforced concrete slab supported every 12'-0" (North – South Direction) by the transverse concrete beams along column lines 1 thru 10 and supported along the east and west by the perimeter beam of the main building. In addition, the cantilevered balcony slab that runs along the east, north and west sides of the building is 4" thick and is supported by 24" deep beams cantilevered out from the column lines. The main cantilevered balcony support beams are tied together with a 24" deep balcony edge beam which was noted to have significant spalls with exposed corroded reinforcement at various locations along the bottom and side faces (See Photo Nos. 12 thru 19). The concrete beam-slab floor system is structurally sound and in overall good condition with no signs of major distress in the form of overstress cracking and deflecting, however; a significant amount of spalling with exposed reinforcement and delaminations along the slab underside, slab top and exposed beam faces is evident at various locations north of column line 7 (See Photo Nos. 20 thru 31). Areas south of column line 7, especially within the interior of the building, were noted to be in good condition with no apparent signs of deterioration (See Photo No. 32).

Main Support Columns:

The 16” square main support columns spaced at 12 feet on center along the perimeter of the building are in good condition. The northeast column of the building was the only column with evidence of minor concrete spalling. The spalling was noted to be along the east face just below the second level.

Roof Support System:

The roof support system is composed of pre-manufactured wood trusses spaced at 2’-0” on centers. By removing ceiling tiles, we were able to inspect the condition of the trusses at various locations. The trusses, including the anchorage to the bearing walls, appear to be in good condition with no signs of distress (See Photo Nos. 33 & 34).

CONCLUSION

Based on field observations and our best professional judgments, the building is structurally safe with all of its main supporting members in tact and capable of withstanding the current service loading requirements. The building does, however; require a significant amount of concrete repair work to prevent the apparent deficiencies from escalating to a state in which the buildings structural integrity is jeopardized and to eliminate the threat of personal injury due to the falling of loose delaminated concrete.

We believe the excessive concrete spalling to be the result of the following three factors:

- a) Quality of Concrete
- b) Lack of concrete cover
- c) Harsh salt air environment.

Once air, salt and water penetrate porous concrete mix designs, internal reinforcing steel corrodes and expands causing the concrete cover to blow out. This may explain why the components located along the exterior and at the northern end of the building, where the service bays are usually open to the elements, are showing the greatest signs of deterioration.

RECOMMENDATIONS

In the short term, we highly recommend removing all unsound concrete along the overhead slabs within the six service bay areas to prevent personal injury from the potential of falling concrete.

In the long term, we have evaluated three possible alternatives for your review and consideration. The three alternatives are as follows:

Alternative No. 1:

Maintain existing building over the next thirty years before having to construct a new building.

Estimated Present Cost:	\$344,300
Estimated Total Cost over the next 30 Years:	\$9,492,401

Assumptions:

Life expectancy of Repaired Area:	10 Yrs
Repair Quantity Growth per 10 Yr cycle:	5%
Remaining Life of the Building:	30 Yrs
Inflation of Construction Cost:	3%
Repair Spalled Conc. Unit Cost (Present):	\$500/cubic foot
Building Replacement Cost (Present):	\$230/sq. ft.

Alternative No. 2:

Demolish second level balcony and maintain building over the next thirty years before having to construct a new building)

Estimated Present Cost:	\$254,845
Estimated Total Cost over the next 30 Years:	\$8,273,540

Assumptions:

Life expectancy of Repaired Area:	10 Yrs
Repair Quantity Growth per 10 Yr cycle:	5%
Remaining Life of the Building:	30 Yrs
Inflation of Construction Cost:	3%
Repair Spalled Conc. Unit Cost (Present):	\$500/cubic foot
Building Replacement Cost (Present):	\$230/sq. ft.
Demolition Cost (Present):	\$10/sq. ft.

Alternative No. 3:

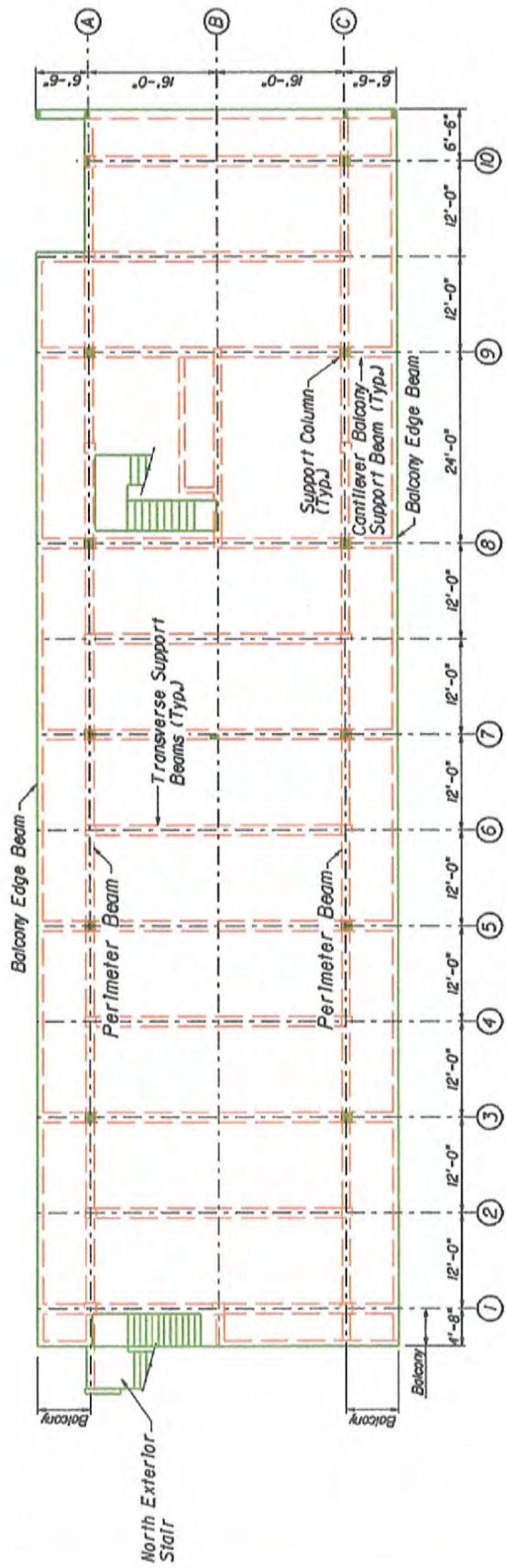
Demolish existing and construct new building in kind.

Estimated Present Cost:	\$2,301,750
Estimated Total Cost over the next 30 Years:	\$2,301,750

Assumptions:

Expected years of Service w/o Major Repair:	30 Yrs
Remaining Life of the Building:	60 Yrs
Demolition Cost (Present):	\$10/sq. ft.

Based on our economic analysis of the three alternatives, we believe that alternative 3 is the most feasible long-term option. Even though monies saved up front in alternatives 1 or 2 can be invested for future maintenance and/or growth, there are many unknown factors such as: % increase in construction cost, life expectancy of repaired area, future quantity of damaged areas to be repaired, etc., that may change expectations in both a positive or negative way. For breakdown of quantities and costs see attached tables on pages 9 thru 13.



PLAN

Figure I

Florida Keys Mosquito Control Building

5224 College Road
Stock Island, Key West Florida 33040

METRIC ENGINEERING, INC.

Metric Plaza
13940 S.W. 126 Street, Suite 200
Miami, Florida 33186
COA # 00002294

Douglas J. Ruggiano, P.E. 5149T





JOB# 1.6923 SHEET# 9
 PROJECT NAME: Florida Keys Mosquito Control
 SUBJECT: Estimated Quantities
 CALCULATED BY: DJR DATE: Jun-06
 CHECKED BY: MAN DATE: Jun-06

Estimated Spalled Concrete Quantities

North Exterior Stair System

Item Description	Length (ft)	Width (ft)	Depth (in)	Volume of Spalled Area (ft ³)
Intermediate Landing	3.00	2.08	3.00	1.56
Top Landing	2.00	2.00	3.00	1.00
Bottom Run	5.44	3.00	3.00	4.08
Top Run	8.00	4.25	3.00	8.50
Support Column	11.75	2.00	3.00	5.88
Support Beam	7.23	2.00	3.00	3.62
Total Volume=				24.63

North Elevation

Description	Length (ft)	Width (ft)	Depth (in)	Total area Damaged (ft ³)
Underside of Balcony Slab	3.67	2.00	3.00	1.84
Total Volume=				1.84

West Elevation

Description	Length (ft)	Width (ft)	Depth (in)	Total area Damaged (ft ³)
Cantilevered Balcony Beam	50.40	6.50	3.00	81.90
2nd Level Perimeter Beam	2.00	1.00	3.00	0.50
Balcony Edge Beam	20.00	4.00	3.00	20.00
Wall above Window	4.50	1.67	3.00	1.88
Total Volume=				104.28



JOB# 1.6923 SHEET# 10

PROJECT NAME: Florida Keys Mosquito Control

SUBJECT: Estimated Quantities

CALCULATED BY: DJR DATE: Jun-06

CHECKED BY: MAN DATE: Jun-06

East Elevation

Description	Length (ft)	Width (ft)	Depth (in)	Total area Damaged (ft ³)
Southeast Corner of Balcony	1.00	1.00	3.00	0.25
Northeast Column	3.00	2.00	3.00	1.50
Balcony Edge Beam	40.00	0.33	3.00	3.30
Total Volume=				5.05

Service Bays

Description	Length (ft)	Width (ft)	Depth (in)	Total area Damaged (ft ³)
Bay 1	5.67	32.00	3.00	45.36
Bay 2	5.67	32.00	3.00	45.36
Bay 3	5.67	32.00	3.00	45.36
Bay 4	5.67	32.00	3.00	45.36
Bay 5	5.67	32.00	3.00	45.36
Bay 6	6.80	32.00	3.00	54.40
Total Volume=				281.20

Estimated Spalled Concrete Quantity = 417 ft³

Spalled Volume Factor = 1.5

Total Estimated Spalled Concrete Quantity = 625 ft³

ALTERNATIVE NO. 1 (Maintain existing building over the next thirty years before having to construct a new building)						
Item No.	Description	Quantity	Unit	Present Unit Cost	Interest Factor (Based on 3% Annually)	Total Cost
1	Repair Existing damaged Concrete (Present Cost)	626	cf	\$550	1.000	\$344,300
2	Repair Damaged Concrete in 10 Years	1,283	cf	\$550	1.344	\$948,615
3	Repair Damaged Concrete in 20 Years	2,631	cf	\$550	1.806	\$2,613,139
4	Construct New Building in 30 Years	8,525	sf	\$260	2.427	\$5,379,446
5	Demolition of Existing Building in 30 Years	8,525	sf	\$10	2.427	\$206,902
TOTAL OVER 30 YEARS						\$9,492,401

ALTERNATIVE NO. 2 (Demolish second level balcony and maintain building over the next thirty years before having to construct a new building.)						
Item No.	Description	Quantity	Unit	Present Unit Cost	Interest Factor (Based on 3% Annually)	Total Cost
1	Repair Existing damaged Concrete (Present)	428	cf	\$550	1.000	\$235,125
2	Demolition of Existing Balcony (Present Cost)	1,972	sf	\$10	1.000	\$19,720
3	Repair Damaged Concrete in 10 Years	876	cf	\$550	1.344	\$647,816
4	Repair Damaged Concrete in 20 Years	1,797	cf	\$550	1.806	\$1,784,532
5	Construct New Building in 30 Years	8,525	sf	\$260	2.427	\$5,379,446
6	Demolition of Existing Building in 30 Years	8,525	sf	\$10	2.427	\$206,902
TOTAL OVER 30 YEARS						\$8,273,540

ALTERNATIVE NO. 3 (Demolish existing and construct new building in kind.)						
Item No.	Description	Quantity	Unit	Present Unit Cost	Interest Factor (Based on 3% Annually)	Total Cost
1	Demolition of Existing Building (Present Cost)	8,525	sf	\$10	1.000	\$85,250
2	Construct New Building (Present Cost)	8,525	sf	\$260	1.000	\$2,216,500
TOTAL OVER 30 YEARS						\$2,301,750

ADDENDUM



Photo No. 1 - Water stains along East wall below eave of roof.

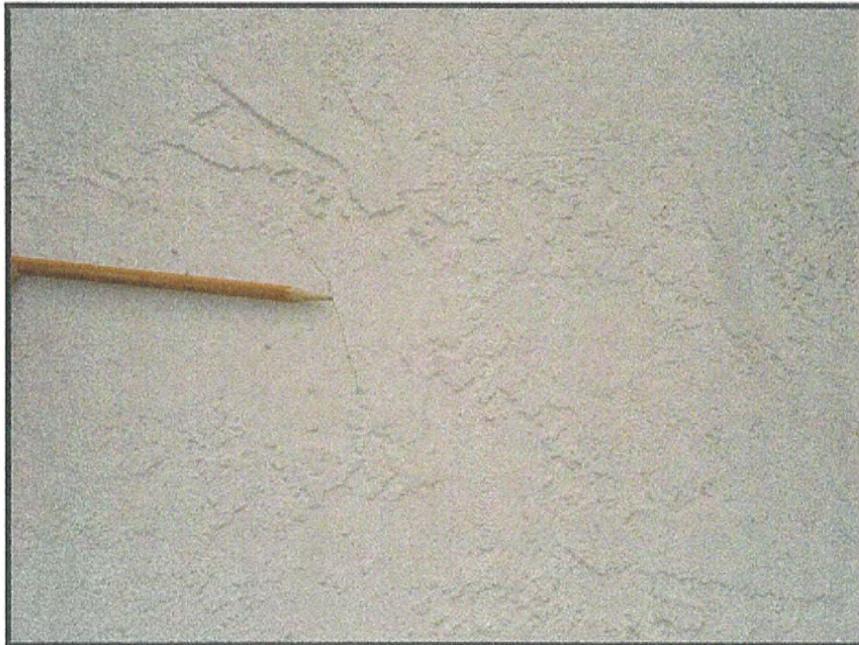


Photo No. 2 - Step cracking along East wall at Southeast corner of building.

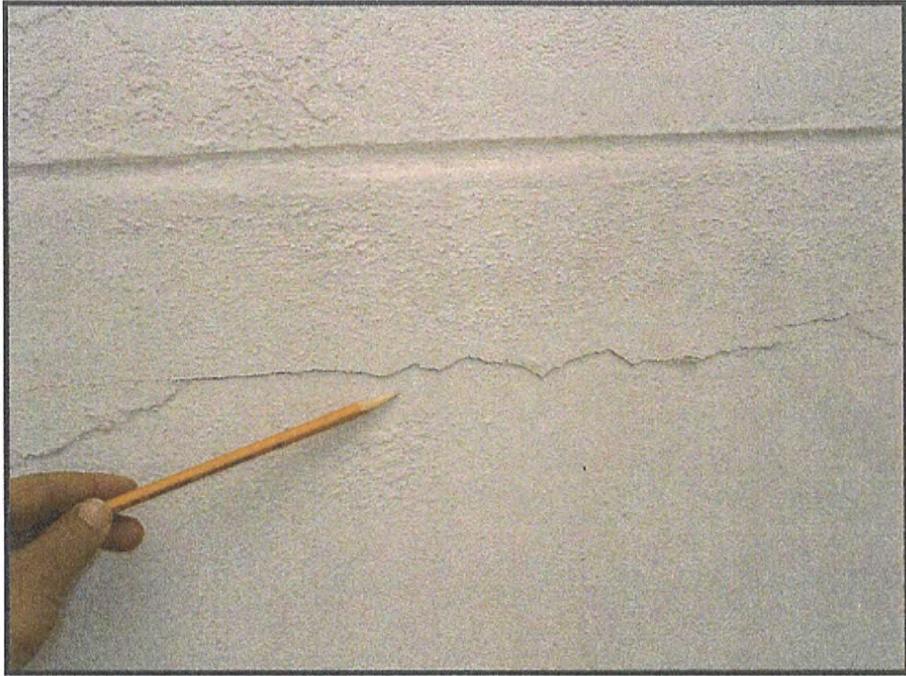


Photo No. 3 - Step cracking along East wall at Southeast corner of building.



Photo No. 4 - Exposed balcony post rail at Southeast corner of building.

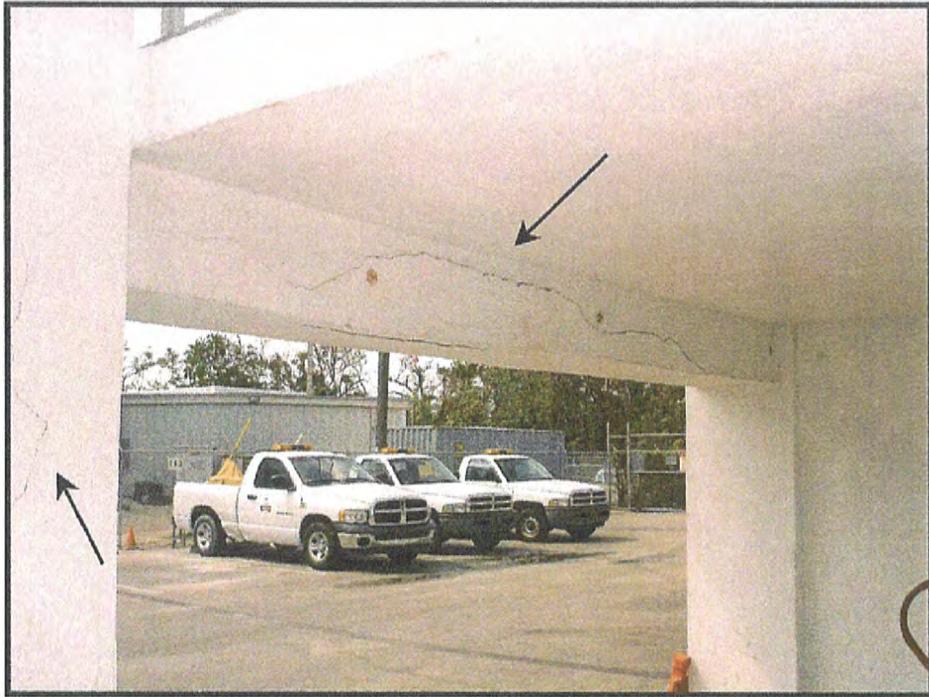


Photo No. 5 - Delaminations along concrete support beams and columns for North exterior stair.

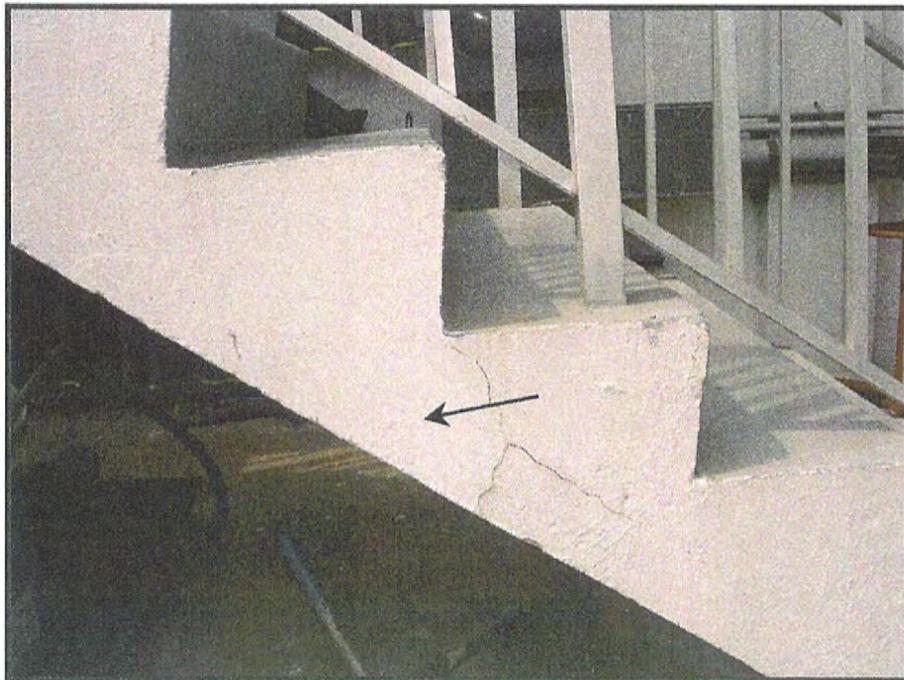


Photo No. 6 - Delaminated concrete along bottom stair run of North exterior stair.

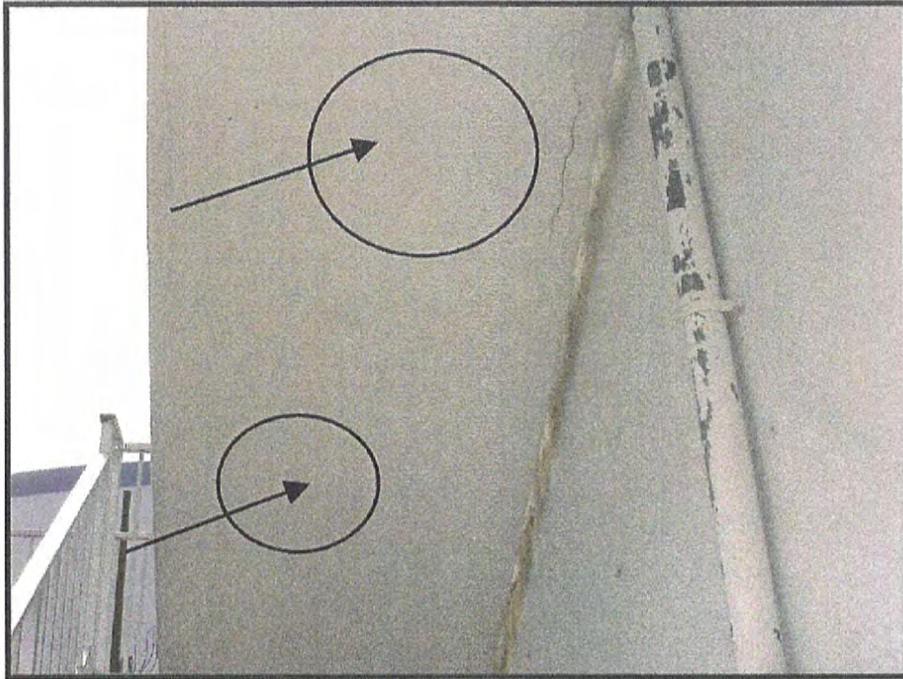


Photo No. 7 – Delaminated Areas along bottom face of top stair run for North exterior stair.

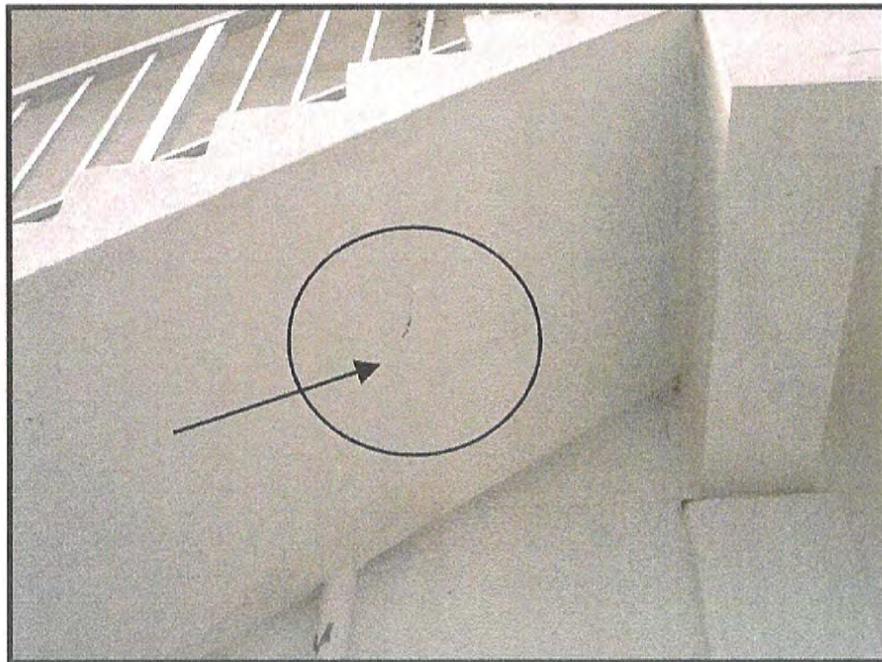


Photo No. 8 - Delaminated Areas along bottom face of top stair run for North exterior stair.

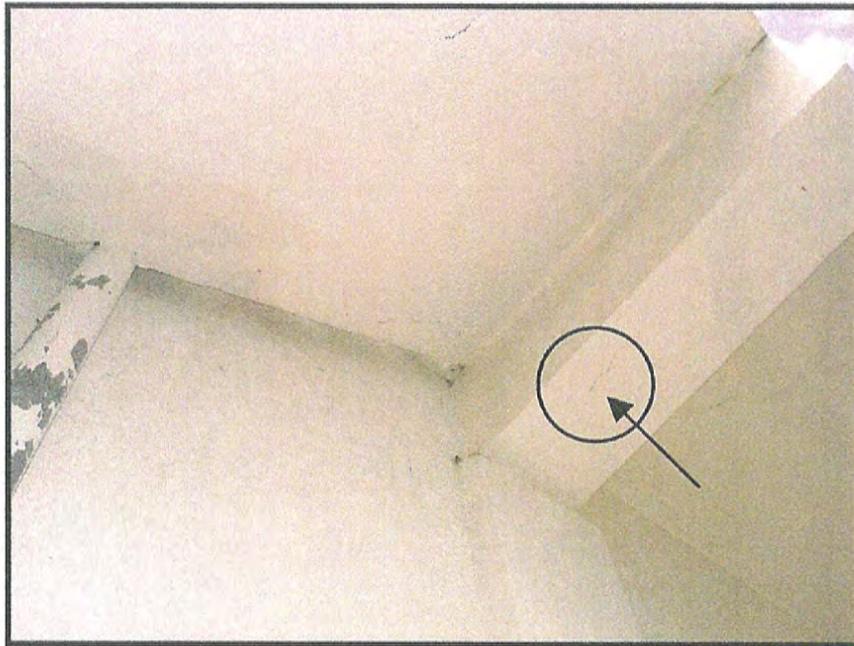


Photo No. 9 - Delaminations along bottom face of cantilevered beam support at the top of landing of the North exterior stair.

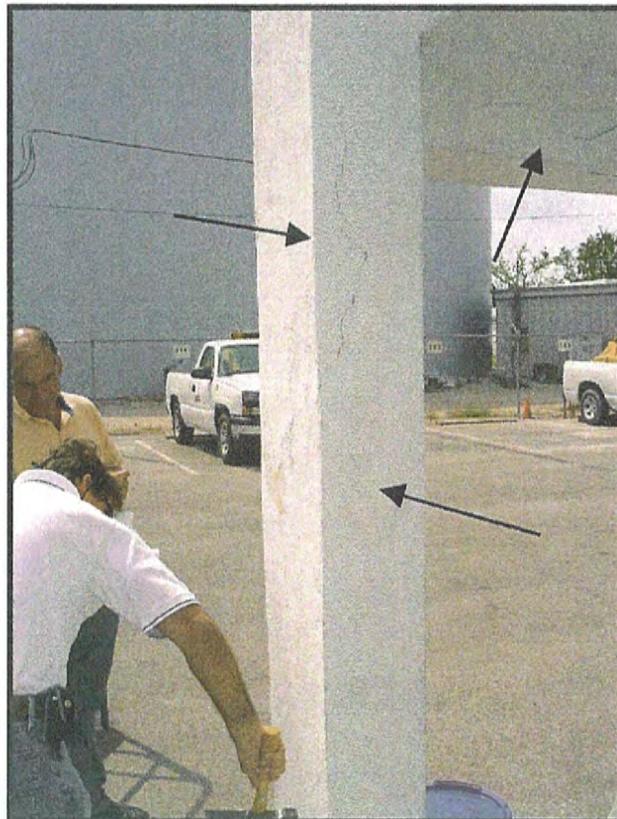


Photo No. 10- Delaminations accounting for approximately 10% loss of section along the main support column for the North exterior stair.

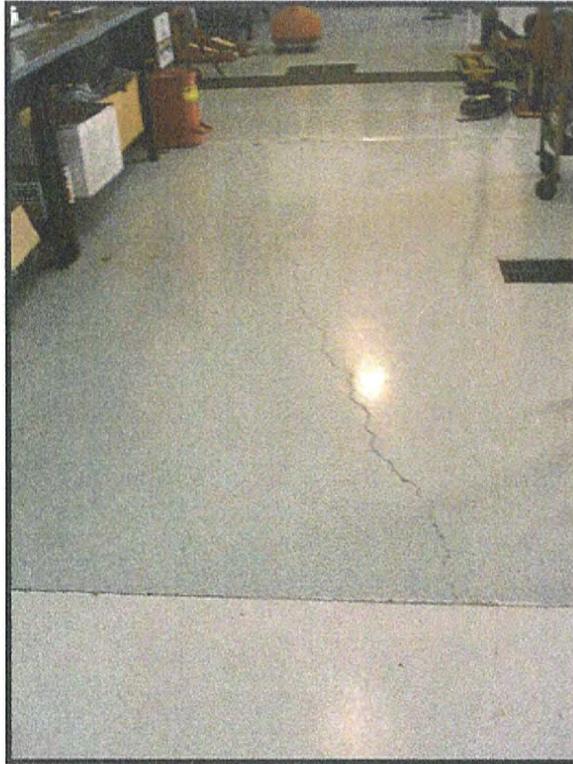


Photo No. 11 - Thermal cracking along 4" ground slab in service bay No. 2.

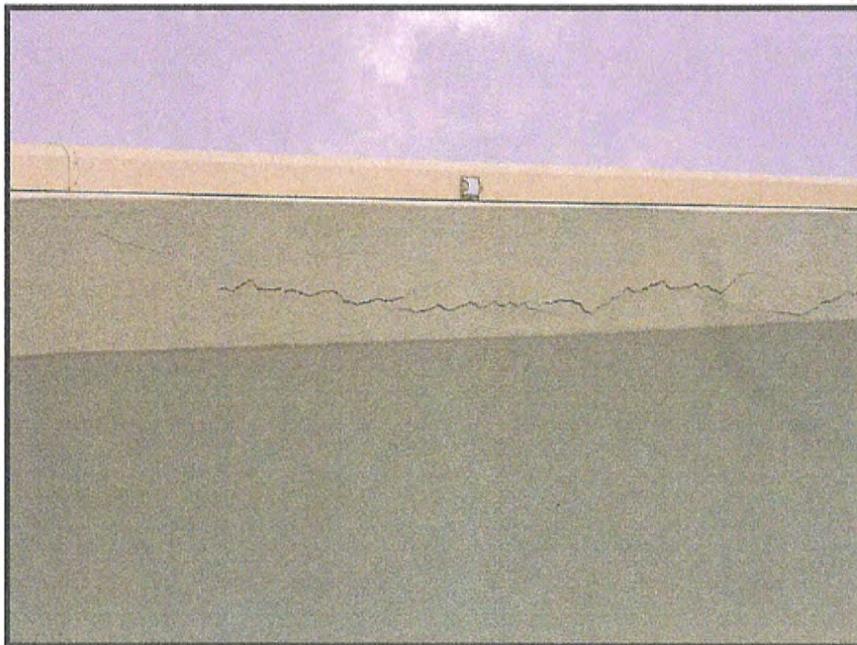


Photo No. 12 - Delamination along the bottom face of balcony edge beam on the West side of building.

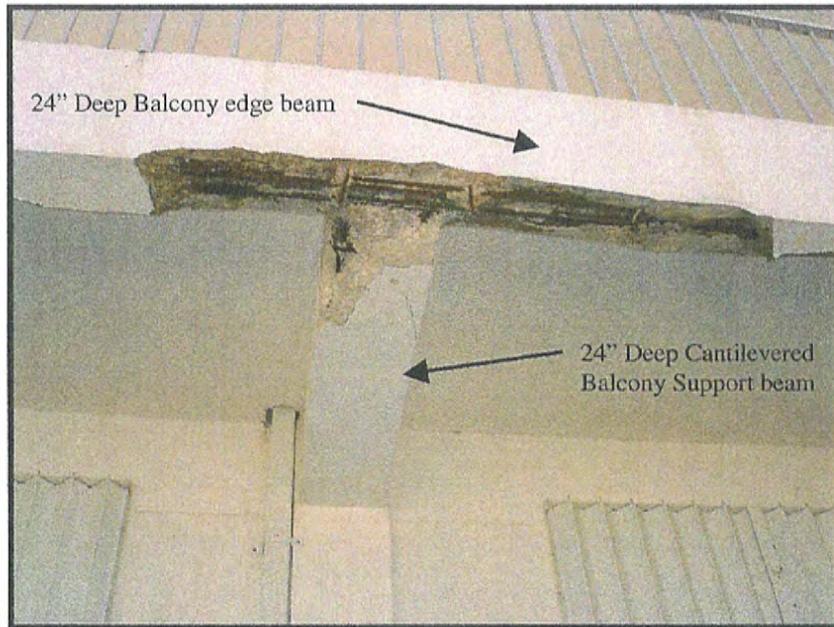


Photo No. 13 – Concrete spall with exposed corroded reinforcement on bottom face of balcony edge beam along the West side of building.

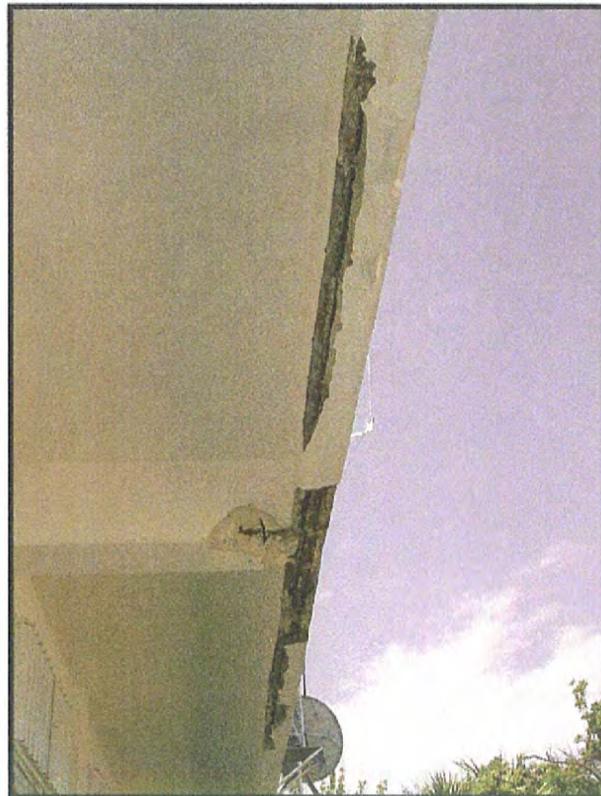


Photo No. 14 - Concrete spall with exposed corroded reinforcement on bottom face of balcony edge beam along the West side of building.



Photo No. 15 – Close up of spalled area along balcony support beam.

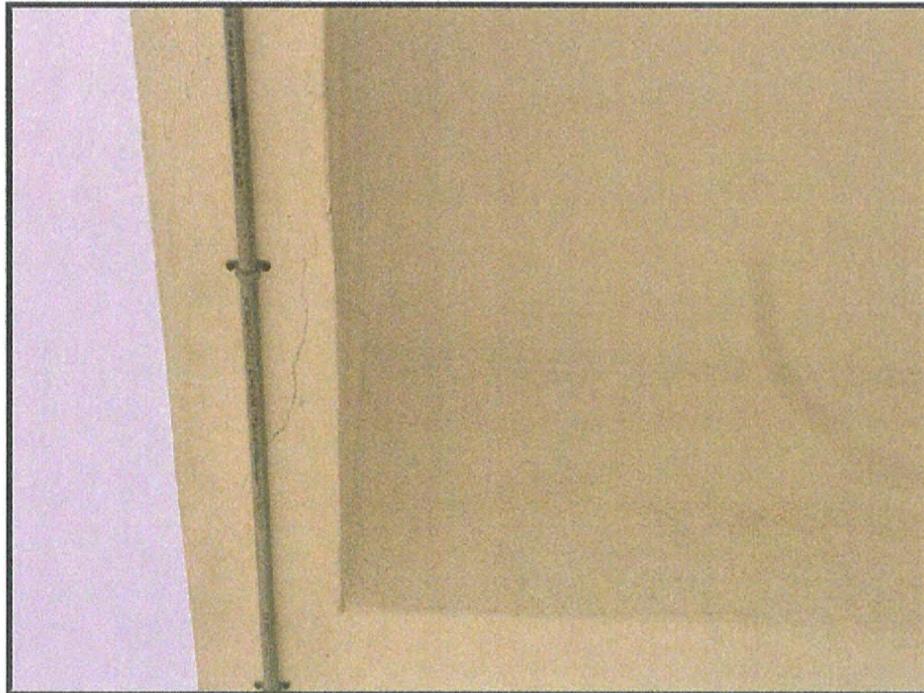


Photo No. 16 – Delamination on bottom face at balcony edge along East side of building.
Repairs to this area would require temporary relocation of utility lines.



Photo No. 17 – Spalling on bottom face of balcony edge beam along the East side of building.



Photo No. 18 - Spalling with exposed reinforcement on bottom face of balcony edge beam along the East side of building.

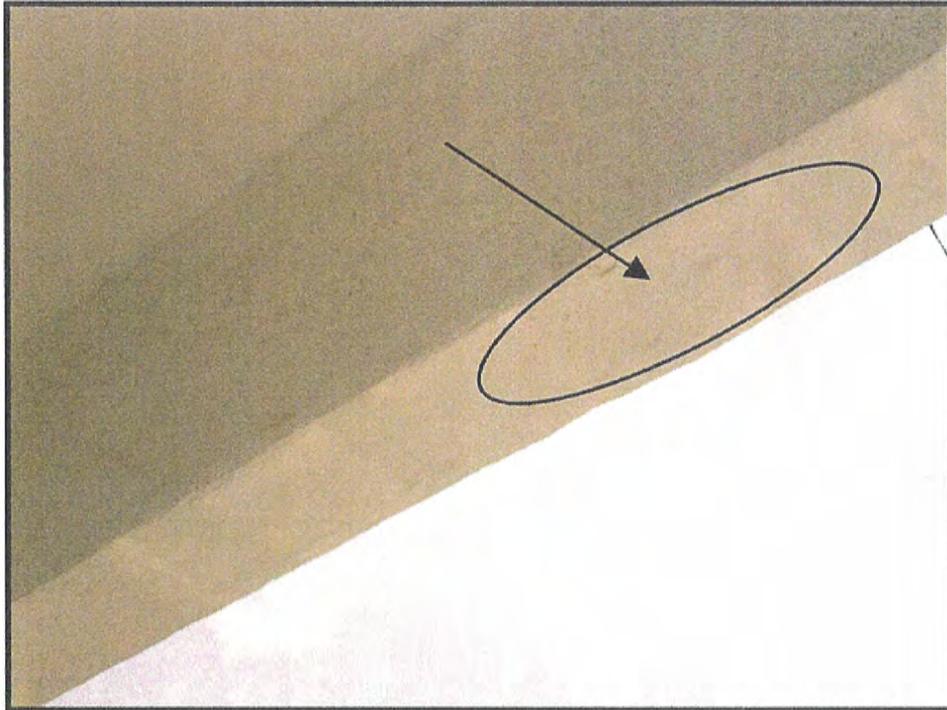


Photo No. 19 – Delamination on bottom face of balcony edge beam along east side of building.

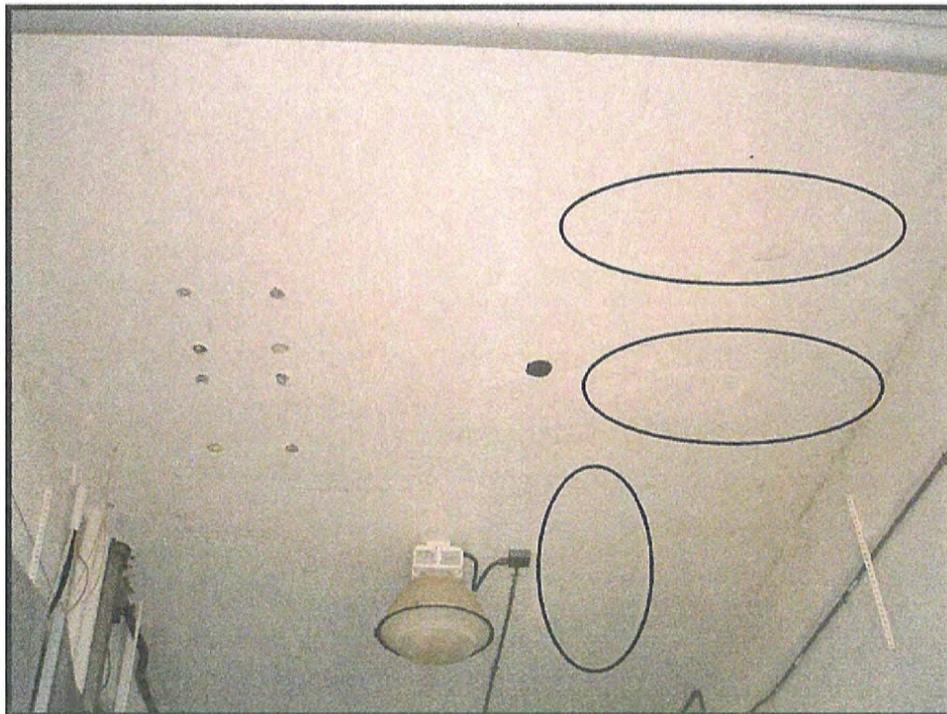


Photo No. 20 – Delaminations along underside of second level slab typically found in all six service bay areas.

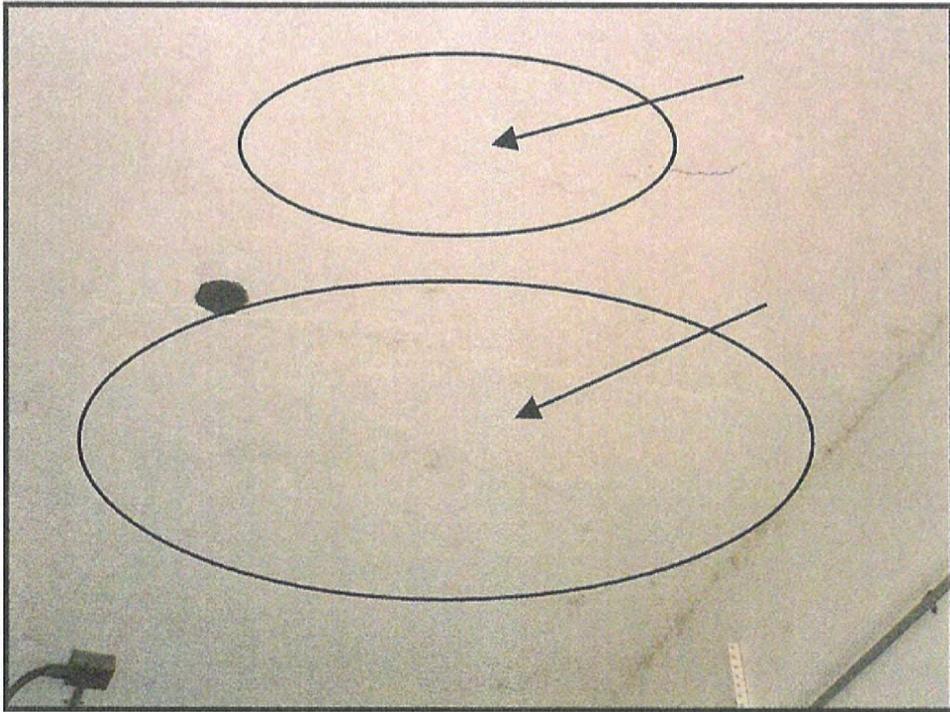


Photo No. 21- Delaminations along underside of second level slab typically found in all six service bay areas.

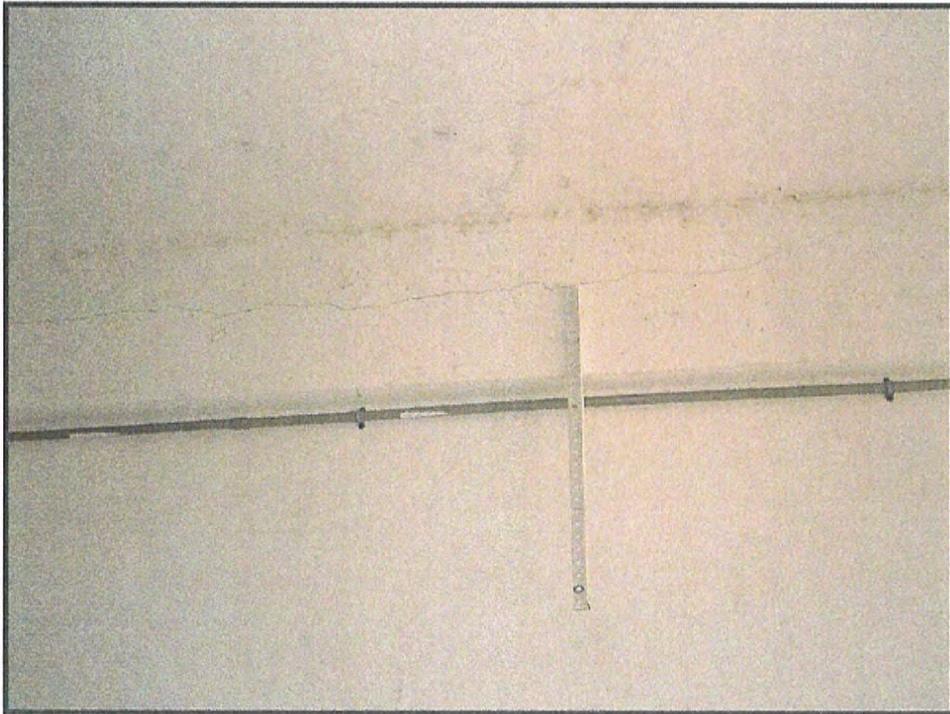


Photo No. 22 – Horizontal crack outlining the delamination along the side face of 2nd level transverse support beams. Condition is typical for beams within service areas.



Photo No. 23 - Horizontal crack outlining the delamination along the side face of 2nd level transverse support beams. Condition is typical for beams within service areas.



Photo No. 24 - Horizontal crack outlining the delamination along the side face of 2nd level transverse support beams. Condition is typical for beams within service areas.

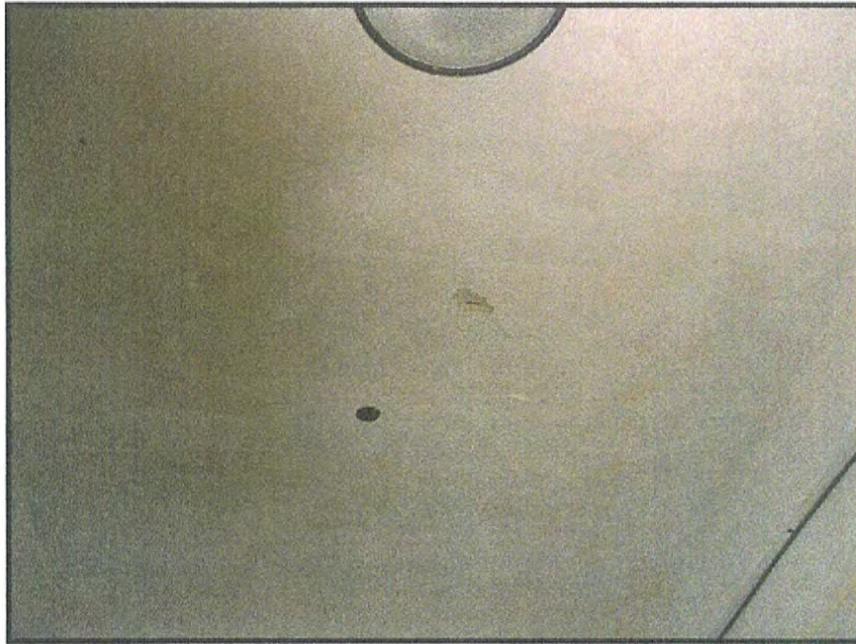


Photo No. 25 - Delaminations along underside of second level slab typically found in all six service bay areas.

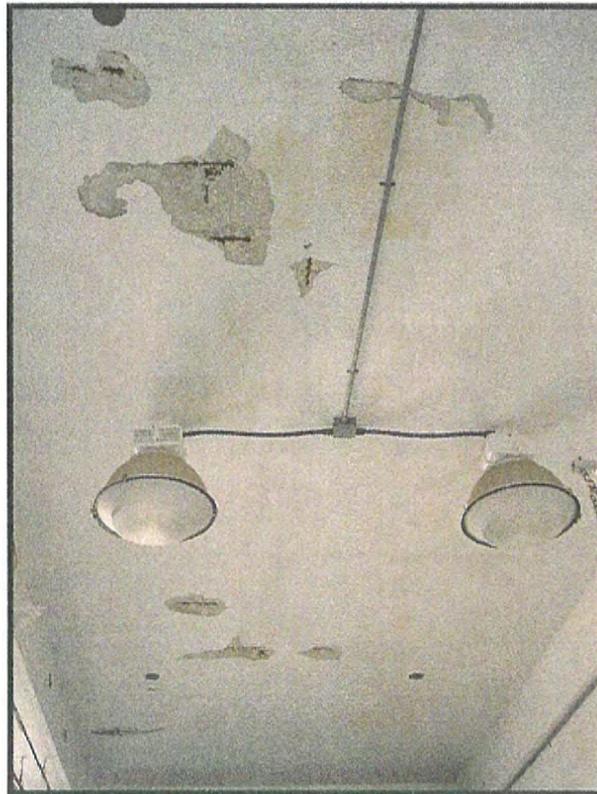


Photo No. 26 - Delaminations along underside of second level slab typically found in all six service bay areas.

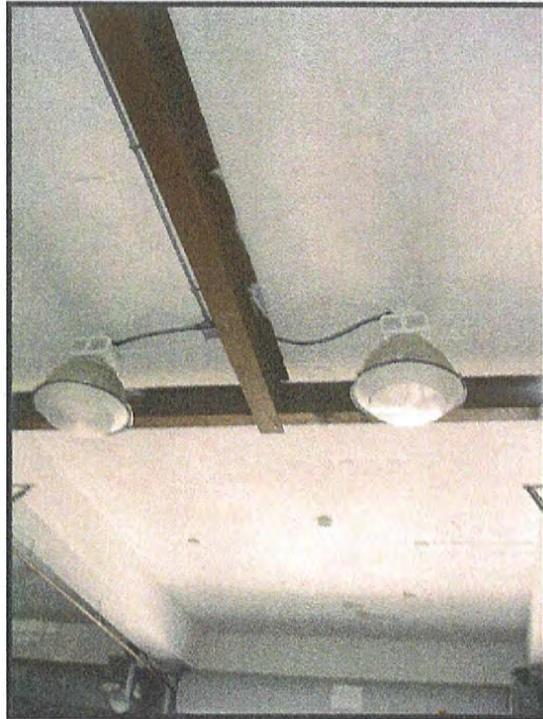


Photo No. 27 - Delaminations along underside of second level slab typically found in all six service bay areas.

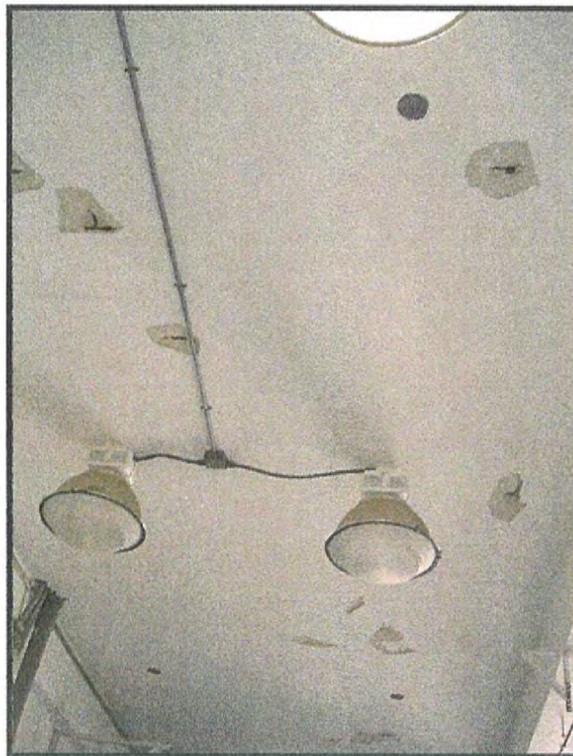


Photo No. 28 - Delaminations along underside of second level slab typically found in all six service bay areas.



Photo No. 29 - Horizontal crack outlining the delamination along the side face of 2nd level perimeter support beams. Condition is typical for beams within service areas.

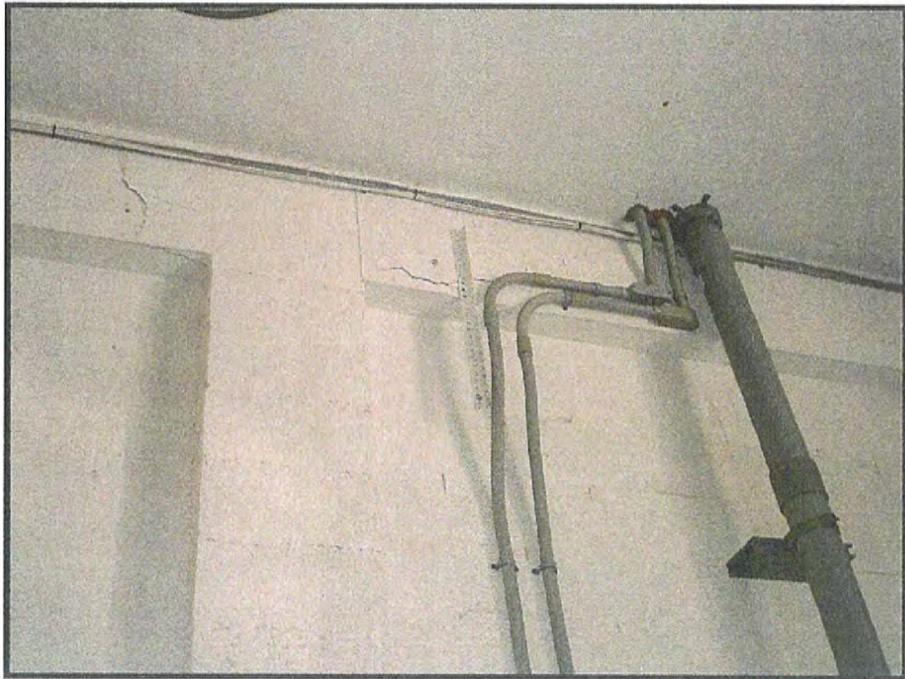


Photo No. 30- Horizontal crack outlining the delamination along the side face of 2nd level perimeter support beams. Condition is typical for beams within service areas.



Photo No. 31- Spalling due to lack of cover along top side of balcony slab typically found North of column line 7.



Photo No. 32 – Typical condition of interior concrete components protected from the exterior environment.

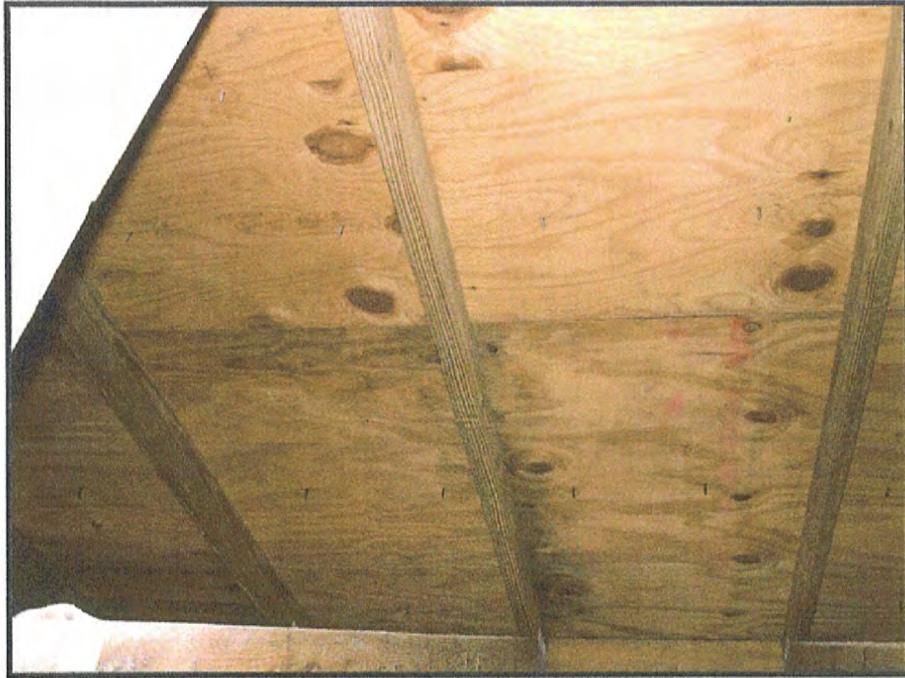


Photo No. 33 – Typical condition of roof deck and prefabricated wood trusses.

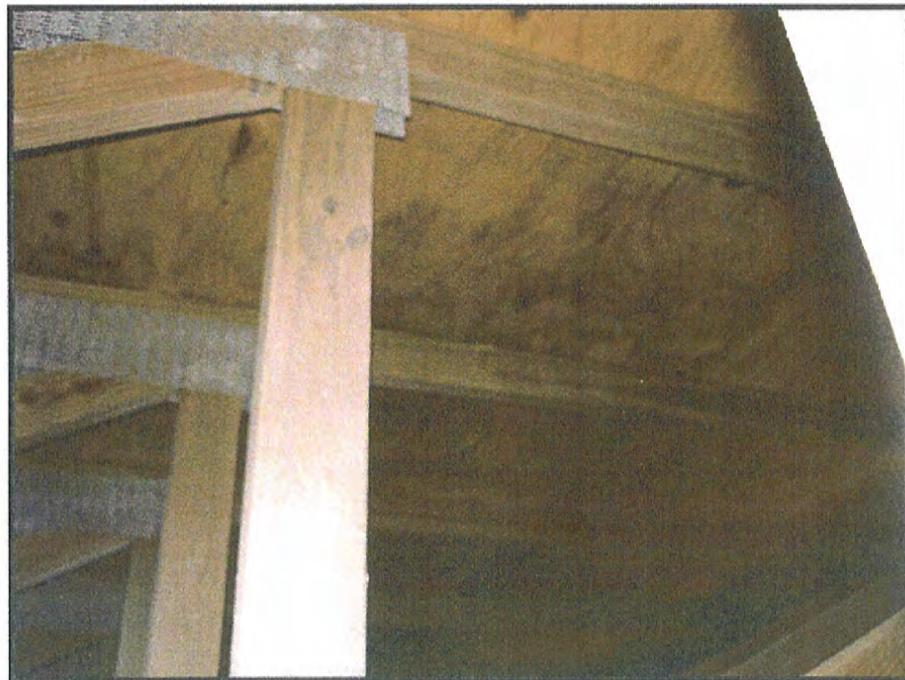


Photo No. 34 - Typical condition of roof deck and prefabricated wood trusses.



5363-Stuart-18

June 14, 2018

James W. Bouquet P.E.
Director of Engineering
City of Key West
1300 White Street
Key West, FL 33040

Transmitted via electronic mail to James Bouquet at jbouquet@cityofkeywest-fl.gov on June 14, 2018.

Reference: P.O. 086834

Subject: College Road Lead Based Paint and Asbestos Assessments

Dear Mr. Bouquet:

Per P.O. 086834 under the General Environmental Engineering Services Agreement between the City of Key West and Tetra Tech Inc., we are submitting an Lead Base Paint Assessment and Asbestos Surveys for the College Road buildings (Mosquito Control, ASPCA, and Easter Seals).

Tetra Tech conducted a lead based paint assessment using a Thermo Niton XL2 98 GOLDD XRF detector. The exterior walls of the building and interior of each room was tested for lead. None of the sample locations registered the presence of lead-based paint. The greatest concentration detected was 0.5 mg/cm², which is below the EPA-HUD standard for lead-based paint of 1 mg/cm² or 5000mg/g (0.5%) of lead, or 5,000 ppm.

(See <http://www.epa.gov/oppt/chemtest/pubs/petitions.html#petition5> for links to the petition and EPA's response.)

Tetra Tech subcontracted Florida Air Quality Solutions (FAQS) to conduct an asbestos assessment. A total of 73 samples were collected. Samples were collected from the approximately 19,000 square feet (total square footage of all three buildings) and consisted of 12"x12" floor tile with mastic, drywall, plaster and concrete block walls with stucco, 2'x2' ceiling panels, and concrete with modified roofing. None of the samples detected asbestos. Results are located in the FAQS survey report attached.

Recommendations

The three buildings on College Road did not exceed the EPA-HUD standard for lead-based paint. Any renovations or demolition activities can proceed without abatement for lead-based paint and asbestos.

City of Key West

Page 2

If you have any questions or require any additional information, please contact me at 706.831.7259.

Sincerely,

Shauna Stotler

Project Manager



Pre-Renovation Asbestos Building Survey & Analytical Report

Testing Location:

**Former Easter Seals Building
Mosquito Control Building
Temporary Kennels Building
5224 College Road
Key West, FL**

Report Prepared For:

**Tetra Tech, Inc.
900 Trail Ridge Road
Aiken, SC 29803**

Attn: Shauna Stotler

Date Submitted: June 11, 2018
FAQS Project No.: 18-221

Tetra Tech, Inc.
900 Trail Ridge Road
Aiken, SC 29803

Attn: Shauna Stotler

SUBJECT: Pre-Renovation Asbestos Building Survey/ Analytical Report
Former Easter Seals Building
Mosquito Control Building
Temporary Kennels Building
5224 College Road
Key West, FL
FAQS Project No. 18-221

Dear Ms. Stotler:

On May 23, 2018 a representative from Florida Air Quality Solutions, Inc. completed, at your request, a survey for the presence of asbestos-containing building materials at the above referenced location. Samples of visible suspect Asbestos Containing Building Materials (ACBM) were collected for analysis by Polarized Light Microscopy (PLM). The purpose of this survey was to identify any asbestos-containing building materials that will be disturbed or removed as part of the renovation project.

SAMPLING STRATEGY:

Bulk material sampling was conducted according to the following sampling plan:

Friable Surfacing Materials: Friable surfacing materials, where encountered, are sampled based on the recommendations found in the EPA "Pink Book" entitled "Asbestos in Buildings: Simplified Scheme for Friable Surfacing Materials" (EPA document 560/5-85-030a). The number of samples collected is based on the total square footage of the homogenous area of the material. If less than 100 square feet of suspect friable material is present, 2 samples are collected. If the area is between 100 and 1000 ft², three samples are collected. If the area is between 1000 and 3000 ft², five samples are collected. If the area is between 3000 and 5000 ft², seven samples are collected. If the area is between 5000 and 10,000 ft², nine samples are collected.

Thermal System Insulation (TSI): If present, At least three (3) samples are collected in a randomly distributed manner from each homogeneous area of TSI not assumed to be ACM. At least two (2) samples are collected from each homogeneous area of patched TSI. Where cement or plaster is used on fittings such as tees, elbows, or valves, samples will be collected in such a manner sufficient to determine whether the material is ACM or not ACM.

Miscellaneous Materials: This includes materials such as acoustical ceiling tiles, floor tiles and linoleum, wallboard, wire insulation, caulking sealants, draperies, etc. (basically, materials that do not fall into the first two categories). Suspect miscellaneous materials will be sampled in such a manner as to determine whether or not they contain asbestos. The number of samples collected of a given miscellaneous material will be left to the discretion of the inspector.

Thomas Gavigan an EPA certified asbestos building inspector, of Florida Air Quality Solutions, Inc. conducted the survey. Florida Air Quality Solutions, Inc. is an asbestos-consulting firm licensed by the State of Florida Department of Business and Professional Regulation.

Bulk samples were delivered to Dove Environmental Corporation in Miramar, Florida. The bulk sample specimens were subjected to Polarized Light Microscopy analysis in conjunction with dispersion staining as outlined in 40 CFR, Part 763, and Subpart F of January 1987. Dove Environmental Corporation is accredited for asbestos fiber analysis through successful participation in the NIST National Voluntary Laboratory Accreditation Program (NVLAP) meeting the requirements of 40 CFR, Part 763.87, Volume 52, and Number 210.

PLANNED RENOVATION ACTIVITY:

The above-referenced location consisted of a multiple buildings located at 5224 College Road in Key West, Florida. The survey was limited to the interior; exterior and roof of the building and no other areas were surveyed for suspect asbestos-containing material. The affected space measured ~19,000 square feet and consisted of 12"x12" floor tile with mastic, drywall, plaster and concrete block walls with stucco, 2'x2' ceiling panels, and concrete with modified roofing.

The scope of this project was to sample and identify any the suspect material in the building that may require special treatment prior to or during a planned renovation. Though Florida Air Quality Solutions, Inc., attempted to find all suspect materials in building, only accessible areas of the facility were inspected and, during the renovation process, materials hidden behind wall cavities or other enclosures may be uncovered.

Bulk sample specimens of materials suspected of containing asbestos were collected and submitted for analysis using Polarized Light Microscopy in conjunction with dispersion staining as outlined in 40 CFR, Part 63, Subpart F dated January 1987. Analysis was conducted by Dove Environmental Corporation who is accredited for asbestos fiber analysis through successful participation in the National Voluntary Laboratory Accreditation Program (NVLAP) and meets the requirements of section 206(d) of Title II of the USC Chapter 15, TSCA as stated in 40 CFR 763 dated April 30, 1987.

Those suspect asbestos-containing materials that were present and expected to be removed and or disturbed as a part of this project are listed below:

1 Flooring Materials: Flooring materials consisted of 12"x12" Green floor tile with mastic and carpet with glue. Representative samples were collected of the material and were reported by the laboratory not to contain asbestos fibers.

2 Wall Materials: Wall materials consisted of a drywall & plaster systems and exterior stucco finish. Representative samples were collected of the material and were reported by the laboratory not to contain asbestos fibers.

3 Roofing Materials: Roofing materials consisted of a modified roof over concrete with flashing. Representative samples were collected of the materials and all were reported by the laboratory not to contain asbestos fibers.

4 Miscellaneous Materials: Miscellaneous materials consisted of window caulk. Representative samples were collected of the material and were reported by the laboratory not to contain asbestos fibers.

5 Ceiling Materials: Ceiling materials consisted of 2'x2' lay-in ceiling panels with metal grid. Representative samples were collected of the material and were reported by the laboratory not to contain asbestos fibers.

Sample Number	Material Description	Sample Location	Sample Result
18-221-1A	Drywall	Mosquito Ctr.	None Detected
18-221-1B	Drywall	Mosquito Ctr.	None Detected
18-221-1C	Drywall	Mosquito Ctr.	None Detected
18-221-1D	Drywall	Mosquito Ctr.	None Detected
18-221-1E	Drywall	Mosquito Ctr.	None Detected
18-221-1F	Drywall	Mosquito Ctr.	None Detected
18-221-1G	Drywall	Mosquito Ctr.	None Detected
18-221-2A	2'x2' Ceiling Panel	Mosquito Ctr.	None Detected
18-221-2B	2'x2' Ceiling Panel	Mosquito Ctr.	None Detected
18-221-2C	2'x2' Ceiling Panel	Mosquito Ctr.	None Detected
18-221-2D	2'x2' Ceiling Panel	Mosquito Ctr.	None Detected
18-221-2E	2'x2' Ceiling Panel	Mosquito Ctr.	None Detected
18-221-2F	2'x2' Ceiling Panel	Mosquito Ctr.	None Detected
18-221-2G	2'x2' Ceiling Panel	Mosquito Ctr.	None Detected
18-221-3A	12"x12" Green Floor Tile	Mosquito Ctr.	None Detected
18-221-3B	12"x12" Green Floor Tile	Mosquito Ctr.	None Detected
18-221-3C	12"x12" Green Floor Tile	Mosquito Ctr.	None Detected
18-221-4A	Carpet Glue	Mosquito Ctr.	None Detected
18-221-4B	Carpet Glue	Mosquito Ctr.	None Detected
18-221-4C	Carpet Glue	Mosquito Ctr.	None Detected
18-221-5A	Window Caulk	Mosquito Ctr.	None Detected
18-221-5B	Window Caulk	Mosquito Ctr.	None Detected
18-221-5C	Window Caulk	Mosquito Ctr.	None Detected
18-221-6A	Modified Roofing System	Mosquito Ctr.	None Detected
18-221-6B	Modified Roofing System	Mosquito Ctr.	None Detected
18-221-6C	Modified Roofing System	Mosquito Ctr.	None Detected
18-221-7A	Flashing	Mosquito Ctr.	None Detected
18-221-7B	Flashing	Mosquito Ctr.	None Detected
18-221-7C	Flashing	Mosquito Ctr.	None Detected
18-221-8A	Exterior Stucco	Mosquito Ctr.	None Detected
18-221-8B	Exterior Stucco	Mosquito Ctr.	None Detected
18-221-8C	Exterior Stucco	Mosquito Ctr.	None Detected
18-221-9A	Drywall	Easter Seals	None Detected
18-221-9B	Drywall	Easter Seals	None Detected

Sample Number	Material Description	Sample Location	Sample Result
18-221-9C	Drywall	Easter Seals	None Detected
18-221-9D	Drywall	Easter Seals	None Detected
18-221-9E	Drywall	Easter Seals	None Detected
18-221-10A	Plaster	Easter Seals	None Detected
18-221-10B	Plaster	Easter Seals	None Detected
18-221-10C	Plaster	Easter Seals	None Detected
18-221-10D	Plaster	Easter Seals	None Detected
18-221-10E	Plaster	Easter Seals	None Detected
18-221-11A	Modified Roofing System	Easter Seals	None Detected
18-221-11B	Modified Roofing System	Easter Seals	None Detected
18-221-11C	Modified Roofing System	Easter Seals	None Detected
18-221-12A	Flashing	Easter Seals	None Detected
18-221-12B	Flashing	Easter Seals	None Detected
18-221-12C	Flashing	Easter Seals	None Detected
18-221-13A	Exterior Stucco	Easter Seals	None Detected
18-221-13B	Exterior Stucco	Easter Seals	None Detected
18-221-13C	Exterior Stucco	Easter Seals	None Detected
18-221-14C	Drywall	Kennel Bldg.	None Detected
18-221-14D	Drywall	Kennel Bldg.	None Detected
18-221-14E	Drywall	Kennel Bldg.	None Detected
18-221-15A	2'x2' Ceiling Panel	Kennel Bldg.	None Detected
18-221-15B	2'x2' Ceiling Panel	Kennel Bldg.	None Detected
18-221-15C	2'x2' Ceiling Panel	Kennel Bldg.	None Detected
18-221-16A	Modified Roofing System	Kennel Bldg.	None Detected
18-221-16B	Modified Roofing System	Kennel Bldg.	None Detected
18-221-16C	Modified Roofing System	Kennel Bldg.	None Detected
18-221-17A	Flashing	Kennel Bldg.	None Detected
18-221-17B	Flashing	Kennel Bldg.	None Detected
18-221-17C	Flashing	Kennel Bldg.	None Detected
18-221-18A	12"x12" Green Speck Floor Tile	Kennel Bldg.	None Detected
18-221-18B	12"x12" Green Speck Floor Tile	Kennel Bldg.	None Detected
18-221-18C	12"x12" Green Speck Floor Tile	Kennel Bldg.	None Detected
18-221-19A	Exterior Stucco	Kennel Bldg.	None Detected
18-221-19B	Exterior Stucco	Kennel Bldg.	None Detected
18-221-19C	Exterior Stucco	Kennel Bldg.	None Detected
18-221-20A	Window Caulk	Kennel Bldg.	None Detected
18-221-20B	Window Caulk	Kennel Bldg.	None Detected
18-221-20C	Window Caulk	Kennel Bldg.	None Detected

The non-suspect materials that were present are listed below:

- 1) Wood
- 2) Metal

ASSESSMENTS OF ACM:

The above sampled materials, are defined by the EPA-NESHAP regulation as non-asbestos containing materials, therefore no assessment of the material is required.

CLOSING REMARKS

Federal Law Section 61.145(c) of the Asbestos NESHAP requires that the local EPA representative's office be notified in writing at least 10 working days prior to the onset of the project. The State Asbestos Coordinator's Office also requires a copy of the notification (address to State Asbestos Coordinator, State of Florida Environmental Regulation, 2600 Blare Stone Road, Tallahassee, Florida 32399-2400).

This limited pre-renovation survey for ACBM is intended for the sole use of Tetra Tech, Inc and The City of Key West. The scope of services performed in execution of this investigation may not be appropriate to satisfy the needs of other users, and any use or re-use of this document or the findings, conclusions, or recommendations presented herein is at the sole risk of said user. Opinions and recommendations presented herein apply to site conditions existing at the time of our investigation. They cannot necessarily apply to site changes of which this office is unaware and has not yet had the opportunity to evaluate.

Florida Air Quality Solutions, Inc. is pleased to be of service. Please contact us at 954-358-0911 should you have any questions or comments concerning this report or any related matter.

Sincerely,



Daniel S. Norton
Florida Air Quality Solutions, Inc.
Certified Asbestos Inspector EPA #174116
Florida Licensed Asbestos Consulting Firm ZA360

Reviewed By,



Bruce Marchette, CIH
Florida Licensed Asbestos Consultant
FLAC # IA00000417

LIMITATIONS OF THE REPORT

This survey report is the result of a diligent search of the renovation area for asbestos-containing building materials. The purpose of this inspection was to identify asbestos-containing materials that may require special treatment prior to proceeding with the planned renovation operation. Because this inspection was conducted prior to a planned renovation operation, only those suspect asbestos-containing materials expected to be disturbed as a result of the renovation activities were sampled and submitted to the laboratory for asbestos content. However comprehensive this inspection appears, it does not claim to have identified all of the asbestos-containing materials present in the facility.

Florida Air Quality Solutions, Inc.'s evaluation was performed with limitations inherent to visual inspections. Florida Air Quality Solutions, Inc. has conducted this assessment with reasonable care and has performed this study within general industry standards. As with any study of this nature, limitations are inherent. There can be no assurances, and Florida Air Quality Solutions, Inc. makes no assurances, that the said information, research, and technology may not change in the future, thus affecting the services provided.

Florida Air Quality Solutions, Inc. understands that you will be the sole recipient of our report and will not distribute the report to any other party without prior written approval.



Petroleum Restoration Program SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, City of Key West ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection (FDEP) ("**Department**") and its Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") 5224 College Rd, Key West, Monroe County, Florida 33040 with FDEP Facility ID# 44/8734103.

2. The Property. Owner owns the certain parcel(s) 00072082-002100 of real property located at 5224 College Rd, Key West, Monroe County, Florida 33040, (the "**Property**"), depicted on the attached legal description as Exhibit "A."

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the

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DEPARTMENT OF ENVIRONMENTAL PROTECTION
2010 JAN 29 AM 8:16
PETROLEUM RESTORATION PROGRAM

Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.

<http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

YES

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

YES

NO

C. Do you wish to exercise the option to reject one Contractor prior to assignment of work?

YES

NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and Contractor within ninety (90) calendar days.

YES

NO

JK Schell 24 JAN 2018
Signature of each Property Owner

James W. Bouquet
Signature of Witness

JAMES K. SCITOLL
Print Name Date

JAMES W. BOUQUET 01/24/2018
Print Name Date

CITY OF KEY WEST 1300 WHITE ST. KEY WEST, FL 33040
Property Owner Mailing Address

305.809.3962
Property Owner Telephone or Cell Phone Number

jbouquet@cityofkeywest-fl.gov
Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:

[Signature]
Austin Hofmeister
Program Administrator
Petroleum Restoration Program

[Signature]
Signature of Witness

1/31/18
Date

Jennifer Baker 1/31/18
Print Name Date

Attachments: Exhibit A – Legal description of the Property

FDEP Coordinates (Degrees Minutes Seconds) for Facility ID No. 448734103

Latitude 24° 34' 29.6235"

Longitude 81° 44' 57.3107"

RECEIVED
JAN 29 2018
York Risk Services Group

EXHIBIT E
MOSQUITO CONTROL BUILDING DRAWINGS

(Available for review at City Engineering Office)

Exhibit A

Short Legal Description:

(MOSQUITO CONTROL DISTRICT LEASE) OR152-374 & CITY RES NO 02-124

FDEP Coordinates (Degrees Minutes Seconds) for Facility ID No. 448734103

Latitude 24° 34' 29.6235"

Longitude 81° 44' 57.3107"

APPENDICES

Appendix #2 – Additional Insured – Scheduled Person or Organization

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Appendix #3 – Additional Insured – Completed Operations

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Appendix #4 – Earlier Notice of Cancellation Provided by Us

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

Mailing Address

Appendix #5 – Waiver of Transfer of Rights of Recovery

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Appendix #6 – Worker’s Comp Waiver of Rights to Recover from Others Endorsement

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

SAMPLE CONTRACT

**THE FOLLOWING AGREEMENT IS A
DRAFT AGREEMENT AND SHOULD
NOT BE FILLED OUT AS PART OF THE
SUBMISSION PACKAGE. FINAL
AGREEMENT WILL BE IN
SUBSTANTIAL CONFORMANCE WITH
THE ATTACHED**

AGREEMENT

between

CITY OF KEY WEST

and

ARCHITECTURAL SERVICES:

COLLEGE ROAD WORKFORCE HOUSING

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and _____, a corporation organized under the laws of the State of _____, 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 19-002 Architectural Services for College Road Workforce Housing, CONSULTANT's Response to RFQ dated _____, 20__, exhibits, Works, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The architect 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 Work.
- 1.6. CITY:** City of Key West.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1.** The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Works authorized under this Agreement in each fiscal year (October 1-

September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).

- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 17-001 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated _____, 20__, incorporated by reference and made part of.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Agreement:

- 3.2. CONSULTANT's services shall include Architectural design services, including, but not limited to, building and structure design, general site design, consulting for facilities planning, surveying, permitting, preliminary and ongoing cost estimating, auto CAD services, on-site construction services, and any other lawful professional Architectural services that the CONSULTANT is qualified to provide and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the Work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of Work is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in this AGREEMENT.
- 3.5. The CITY may make or approve changes within the general Scope of Services. If such changes affect the CONSULTANT'S cost of or time required for performance of the services, an equitable adjustment shall be made.
- 3.6. The CONSULTANT shall begin services when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.

- 3.7. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.8. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions and reimburse CITY through compensation for damages.
- 3.9. CONSULTANT is required to perform the Work consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Work. Where changes to any laws, codes or regulations affecting work have an effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any sub-consultant, CONSULTANT shall present options for their use or implementation.
- 3.10. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.
- 3.11. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the CITY.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

The term of this Agreement shall be for the duration of this project as determined by the CITY and CONSULTANT and shall be incorporated into the Agreement by an attachment that will include required milestones to be meet.

- 4.1. CONSULTANT shall perform the services described in this Agreement within the time periods specified.
- 4.2. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Work, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Work on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article

5 for all services rendered by CONSULTANT beyond the substantial completion date.

4.5. In the event Contractor fails to substantially complete the Work on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods, which shall be used to pay for the CONSULTANT's services, are limited to the following:

5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.

5.1.1.1. If Work timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.

5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.

5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.

5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the WORK by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

5.1.2.2. Hourly rates for the contract (CONSULTANT AND Sub-consultants):
See attached Exhibit A.

5.1.2.3. A Not-to-Exceed budgetary amount will be established for the Work. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make

reasonable efforts to complete the Work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

5.1.2.5. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

5.1.2.6. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2. REIMBURSABLE EXPENSES

5.2.1.1. Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Hampton Inn or Best Western located within the City of Key West city limits.

5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.5. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement.

5.2.1.6. Identifiable testing costs approved by Contract Administrator.

5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.

5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraphs 5.2.1.1 through 5.2.1.7 is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursable Expenses, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

5.2.3. All sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. Sub-consultant Reimbursable Expenses are limited to the items in Paragraphs 5.2.1.1 through 5.2.1.7 described above when the sub-consultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings identifying type of work completed on a monthly basis in a timely

manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation

CONSULTANT shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize reimbursable expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if CONSULTANT has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the Work.

5.4. METHOD OF PAYMENT

5.4.1. CITY shall pay CONSULTANT within forty-five (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.

5.4.2. In the event CONSULTANT has utilized a Sub-consultant to perform the Work, CONSULTANT will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid prior to payment being made to CONSULTANT.

5.4.3. Payment will be made to CONSULTANT at:

Address: _____

ARTICLE 6

CITY'S RESPONSIBILITIES

- 6.1.** CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Work including previous reports and any other data relative to design or construction of the Work.
- 6.2.** CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 6.3.** CITY shall review the CONSULTANT's itemized deliverables/documents identified in the Work and respond in writing with any comment within the time set forth in the Work or within a reasonable time.
- 6.4.** CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Consultant.

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Work, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Work for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for other work.

7.2. TERMINATION

7.2.1. This Agreement may be terminated with or without cause by CITY at any time.

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.

7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to any Work. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to

record complete and correct entries related to the Work.

7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

7.6. SUB-CONSULTANTS

CONSULTANT may use the sub-consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY’s acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and hourly rates for such said Sub-consultants are as on attached Exhibit A.

7.7. ASSIGNMENT AND PERFORMANCE

7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.

7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY’s satisfaction for the agreed compensation.

7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT’s performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.

7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT’s response to the RFQ without the Contract Administrator’s prior written approval.

7.8. INDEMNIFICATION OF CITY

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

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

7.9. INSURANCE

7.9.1. CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability	\$2,000,000	Per Claim / Aggregate

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

7.9.3. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete workers compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

~~7.9.4. If the work is being done on or near a navigable waterway, CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00-01-06 A) and Jones Act (WC 00-02-01 A) coverage if specified by the City of Key West. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company,~~

~~policy number, effective and expiration date, and the limits of workers compensation coverage under each policy.~~

7.9.5. CONSULTANT's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

7.9.7. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.

7.9.8. It shall be the responsibility of the Consultant to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of Consultant.

7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Work will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Work shall be addressed.

7.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Work shall be addressed.

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

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

FOR CONSULTANT:

Contact Name: _____

Address: _____

7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any Work and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.14. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

7.15. CONSULTANT'S STAFF

7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.

7.15.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff.

CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

7.15.3. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.

7.15.5. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.

7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.

7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.15.8. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.15.9. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.16. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.17. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.18. CONFLICTS

7.18.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.18.3. In the event CONSULTANT is permitted to use sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-consultants from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

7.20. WAIVER OF BREACH AND MATERIALITY

7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.20.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Work is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.22. SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement.

7.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

7.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.25. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

7.26. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement: *Exhibit A – CONSULTANT/Sub-consultants’ Hourly Rates; Exhibit B – RFQ #19-002; Exhibit C – Consultants Proposal*

7.27. COUNTERPARTS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

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

By: CITY OF KEY WEST

By: CONSULTANT

James Scholl, City Manager

(Signature)

(Print Name and Title)

____ day of _____, 20____

____ day of _____, 20____

Attest:

Attest:

Cheryl Smith, City Clerk

(Signature)

(Print Name and Title)

____ day of _____, 20____

____ day of _____, 20____

Appendix #8 – Florida DEP Action Plan for Disaster Recovery

Refer to:

<http://www.floridajobs.org/docs/default-source/2015-community-development/community-revitalization/dr/stateoflactionplanfordr.pdf?sfvrsn=2>
