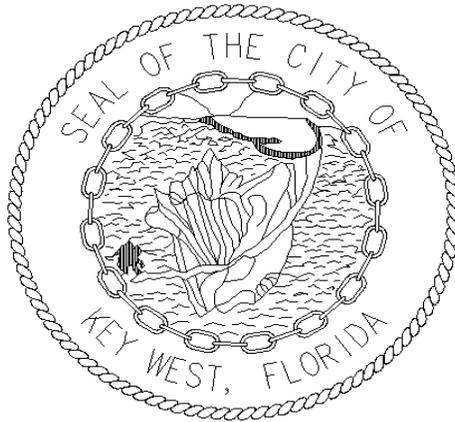


REQUEST FOR QUALIFICATION

OPEN SPACES AND RECREATION MASTER PLAN

**PROJECT No. PR-1401
CITY OF KEY WEST RFQ # 14-003**



CITY OF KEY WEST

MAYOR: CRAIG CATES

COMMISSIONERS:

TONY YANIZ

MARK ROSSI

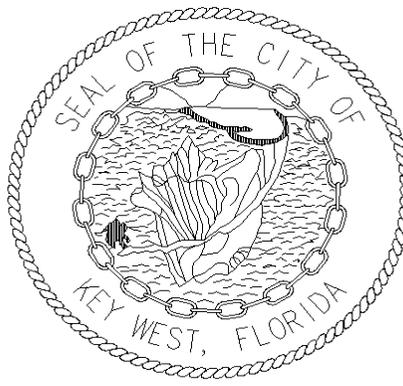
BILLY WARDLOW

CLAYTON LOPEZ

JIMMY WEEKLEY

TERI JOHNSTON

PREPARED BY:
CITY OF KEY WEST
COMMUNITY SERVICES



**CITY OF KEY WEST
KEY WEST, FLORIDA**

REQUEST FOR QUALIFICATION

for

**OPEN SPACES AND RECREATION
MASTER PLAN**

**PROJECT No. PR-1401
CITY OF KEY WEST RFQ # 14-003**

* * * *

**CITY OF KEY WEST
COMMUNITY SERVICES
KEY WEST, FLORIDA**

APRIL 2014

ADVERTISEMENT
REQUEST FOR QUALIFICATION
OPEN SPACES AND RECREATION MASTER PLAN

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REQUEST FOR QUALIFICATION

OPEN SPACES AND RECREATION MASTER PLAN

REQUEST FOR QUALIFICATION NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the City of Key West, by the office of the CITY CLERK, 3126 FLAGLER AVENUE, KEY WEST, FLORIDA 33040 until 3:00 p.m., on June 4, 2014, for "Request for Qualification for Open Spaces and Recreation Master Plan." Request for Qualification Proposals will be opened in the Office of the City Clerk, then and there, publicly read aloud. Any Proposal received after the time announced will not be considered.

SPECIFICATIONS & BID DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call 800-711-1712, or as a download from the City of Key West website at www.keywestcity.com, accessing the "City of Key West Available Bids" link. **Please submit one (1) original and two (2) copies of the Proposal, and two (2) USB Flash Drives or CD-ROMS each with a pdf of the entire Proposal** enclosed in a sealed envelope, clearly marked on the outside **"Request for Qualification Open Spaces and Recreation Master Plan,"** addressed and delivered to the City Clerk at the address noted above.

At the time of the award, the successful Proposer must show satisfactory documentation of such State licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the Request for Qualification documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject Proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its bid, (3) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (4) if the Proposal is conditional, (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary to the City; or, (6) if such rejection is in the best interest of the City of Key West.

The City of Key West may also waive any minor informalities or irregularities in any Proposal.

The City of Key West hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

* * * * *



SUBJECT: CITY OF KEY WEST
REQUEST FOR PROPOSALS 14-003

ISSUE DATE: April 10, 2014

RESERVATIONS FOR
MANDATORY PRE-SUBMITTAL
CONFERENCE: Please RSVP via electronic mail to
rdelostr@keywestcity.com by April 30, 2014.
Please notify the City of any required ADA
accommodations. .

MANDATORY
PRE-SUBMITTAL CONFERENCE: May 7, 2014 @ 0900 a.m.
CITY MANAGER'S CONFERENCE ROOM
3132 FLAGLER AVENUE
KEY WEST, FLORIDA 33040
Note: The prime respondent's proposed Project
Manager must attend the pre-bid meeting.

MAIL OR DELIVER RESPONSES
TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVENUE
KEY WEST, FL 33040

RESPONSES DEADLINE DATE: June 4, 2014 NO LATER THAN 3:00 PM

REQUEST FOR QUALIFICATION OPEN SPACES AND RECREATION MASTER PLAN

The City of Key West requires the services of a qualified firm to develop the City's first comprehensive Open Spaces and Recreation Master Plan (Plan). The Plan shall assess and provide recommendations for meeting the community's recreation and open space needs. The consultant must recommend and provide a strategy for the implementation of the connectivity, maintenance and management of the City's limited parks, open spaces and recreation amenities and facilities.

The densely populated island of Key West is located at the end of a 120-mile chain of islands. Further, Key West is home to the only high school within municipal boundaries and the majority of primary and middle schools in the lower keys resulting in recreation and open space user groups that are higher than the identified permanent and functional populations. Key West has a permanent population under 25,000 residents with a seasonal population that grows to 30,000 in winter months and a functional population (inclusive of permanent, seasonal, commuting and tourist populations) that swells to approximately 54,000 people on any given day. During special events such as Fantasy Fest and New Year's Eve, the small island with a municipal land area of 7.4 square miles (inclusive of restricted Naval property), accommodates upwards of 60,000 people.

Additional information regarding the city's population patterns, land use and level of service analysis is available in the Data and Analysis Report updated in 2012 to support the City's newly adopted Comprehensive Plan.

The Consultant shall provide services that involve expertise in land use planning, management and maintenance of urban open spaces and recreation facilities. The Consultant is responsible for providing technical expertise, public presentations and deliverables.

This RFQ is designed to provide firms with the information necessary for the preparation of competitive responses. The RFQ process is for the City's benefit and is intended to provide the City with competitive 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 comprehensive master plan will consider all of the amenities managed by the City of Key West, including but not limited to:

- parks and pocket parks (Bayview, Indigenous, Cozumel, Bill Bulter, Nelson English, Willie Ward, etc.)
- formal and informal trails (Little Hamaca, Berg, Kitso, kayak, etc.)
- acres of conservation areas consisting of urban wilds (Hawk Missile Site)
- 5 public beaches
- 1 off-leash dog areas (Monroe County owned)
- 1 skate park

- 1 inline hockey rink
- 1 paint ball field
- Care of trees along city streets and in city parks
- Jointly managed open space properties through Interlocal Agreements (Monroe County School District)

Additional amenities managed by the Community Services Department will require consideration within the Plan , but will be formally developed through other initiatives including:

- The Urban Reserve (White Crown Pigeon)
- City-owned public facilities (O&M support of an additional property—Firehouse Museum,
- Truman Waterfront Development

The goal of the project is to develop a community-supported plan that provides guidance for future development and redevelopment of the City’s parks, recreation programming, waterfront, open space, trails and facilities. The Plan will guide policy development, prioritize demands and opportunities, and generate a strategic action plan to be updated every three years. It will support expansion opportunities for ground-breaking amenities and be rooted in innovative strategies including all-inclusive public engagement, cross-boundary/collaborative approaches, and shared geo-referenced data collection. In addition, the project will seek to incorporate energy efficiency strategies, environmental remediation opportunities and invasive species control measures.

For the purpose of identifying shared opportunities, the Plan will also consider existing amenities, commitments, and needs of Key West’s neighboring communities, partners and stakeholders. These include, but are not limited to the Monroe County, Monroe County School District, Florida Keys Aqueduct Authority, Keys Energy Services, and the military community among the other user groups that enjoy Key West’s parks and recreation system.

The Open Spaces and Recreation Master Plan will become an element of the current City of Key West comprehensive plan and will require approval from city boards, commissions and City Commission.

Acceptance of the most favorable proposal, evaluated from a technical standpoint, may be made without discussion with the Proposer of the initial proposals received. No minimum amount of service or compensation will be assured to the retained firm. The selected Consultant/Design Professional will be required to abide by all applicable federal, state and local laws, ordinances, rules and regulations.

Any proposal received after the response deadline shall not be considered. Upon selection of the most qualified firm and approval by the City Commission, the City of Key West will negotiate a contract with the selected firm. If a contract is not executed with the selected firm within 30 days of Notice of Award, the City reserves the right to award the contract to the next most qualified firm. A Proposer may not withdraw their proposal before the expiration of 90 days from the date of proposal opening. A Proposer may withdraw their proposal after that date, only by written notification, prior to the approval of selection by the City Commission, provided to the City Clerk. The City of Key West reserves the right to reject any or all of the proposals submitted.

For questions concerning any aspect of this RFQ, please contact:

Rod Delostrinos

Deputy Director of Community Services

633 Palm Avenue

Key West, Florida

(305) 809-3751

rdelostr@keywestcity.com

1. SCOPE OF SERVICES

The scope of work is to complete a community-supported Open Spaces and Recreation Master Plan (Plan) that provides guidance for connectivity, management, maintenance and future development/redevelopment of the City's parks, recreation programming, waterfront access, open space, trails and facilities.

The Plan shall recommend supporting policy development, prioritize demands and identify opportunities to improve the City's open space and recreation assets. The Plan shall also include an implementation recommendation for the 5, 10, 15 and 20 year planning periods including a recommended schedule of capital improvements. The Plan shall respond to the City of Key West 2013 Comprehensive Plan level of service standards for parks and recreation facilities, and pedestrian connectivity.

The Plan shall incorporate environmental resource efficiency strategies, environmental remediation opportunities and invasive species control measures.

The Plan shall contemplate expansion opportunities based on a needs assessment that considers the regional population usage of the City's recreation amenities and shall be rooted in innovative strategies for maximizing the island's limited open spaces such as cross-boundary/collaborative approaches, and shared geo-referenced data collection. These entities include, but are not limited to Monroe County, Monroe County School District, Florida Keys Aqueduct Authority, and Keys Energy Services. The Plan shall include a comprehensive inventory assessment of existing open space and recreation facilities within the City and extending ten miles into unincorporated Monroe County, including but not limited to:

- Plazas, parks and pocket parks
- Conservation Lands
- Passive recreation amenities and facilities inclusive of water access facilities
- Active recreation amenities and facilities inclusive of water access facilities
- Connectivity amenities Connectivity of formal and informal paths and trails inclusive of trails and linkages to schools, the overseas heritage trail, and waterfront accessibility and connectivity

The intent is to incorporate the Plan into the Recreation and Open Space section of the City of Key West Comprehensive Plan, therefore the Plan must be consistent with the City of Key West Comprehensive Plan.

Existing available supporting documents include:

- FY14 Capital Improvement Plan
- A Plan for the Environmental Stewardship of Key West (2008)
- Climate Action Plan (2009)
- Comprehensive Plan (2013) inclusive of Recreation and Open Space Radius Map
- Strategic Plan (2011)
- Bayview Park Community Meeting Summary (2010)
- Higgs Beach Park Master Planning priorities list (2011)
- Truman Waterfront Park Master Planning priorities list (2010)
- Spreadsheet of all Public Parks and Recreation Facilities (2012)

Copy of all ILA's

Scope of services may include, but not be limited to, the following tasks:

- Develop inventories and assessment of existing amenities*
- Community Needs Assessment
- Facility Standards Assessment and Goals
- Service and Operations Management
- Draft Needs Assessment and Implementation Plan
- Final Plan and Presentation of Findings
- Prepare comprehensive maps
- Analyze forecasted needs & implementation strategies
- Manage public engagement processes
- Perform independent, statistically valid surveys
- Analyze demographic trends
- Define level of service analysis for existing & future facilities
- Analyze programs & services
- Prioritize demands & identify opportunities
- Coordinate all sub-contractors
- Guide policy development
- Develop strategic action plan
- Deliver final plans & supporting materials

**Any geographic data collected must be ArcGIS –compatible.*

The following provides further detail for Task 1 to 6.

Task 1: Inventory and Assessment

- Develop inventories and assessment of existing amenities*
- Prepare comprehensive maps
- Analyze programs & services
- Analyze relevant improvement projects that are active, budgeted and/or identified to date.

Task 2: Community Needs Assessment

- Statistically valid Community Surveys
- Demographics
- Analyze existing and future needs and trends
- Prioritize demands & identify opportunities

Task 3: Facility Standards Assessment and Goals

- Level of Service standards Comprehensive Plan for GHG, Recreation and OS, and Pedestrian
- Policy recommendations

Task 4: Service and Operations Management

- Maintenance Plan - Including care of open spaces, landscaping, facilities, amenities and street trees
- Update ILA's - Jointly managed open space and recreation properties Vacant land, open space amenities
- Management Plan – User groups, economic opportunities (fees)

Task 5: Draft Needs Assessment and Implementation Plan

- Summary of Findings
- Capital Improvements Schedule for the 5, 10, 15 and 20 year planning period
- To be updated every three years or provide a mechanism for tracking achievements

Task 6: Final Plan and Presentation of Findings

- Presentation to City Commission
- Final Report

The Plan will require significant public involvement to develop, articulate and visualize future scenarios in order to develop a consensus around priorities and objectives. In addition to traditional public meetings, the consultant should employ a wide range of community/participation methods. These include use of the web, social media, participatory workshops and presentations to local groups.

2. REQUIRED SUBMITTALS

The Proposers should complete and submit package in a sealed envelope and clearly marked **“Request for Qualification for Open Spaces and Recreation Master Plan RFQ # 14-003 .”**

One (1) original and two (2) copies, and two (2) CD ROMs or flash drives each with one PDF file of the full Request for Qualification Proposal, including the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment A), Anti-Kickback Affidavit (Attachment B), Public Entity Crimes Certification (Attachment C), Disclosure of Lobbying Activities (Attachment D), Prohibited Interests Form and Notice (Attachment E), City of Key West Indemnification Form (Attachment F), Equal Benefits for Domestic Partners Affidavit (Attachment G), Cone of Silence Affidavit (Attachment H).

- A. All Proposals shall also include the following information:
1. **Project Understanding Statement:** A statement describing the applicant’s understanding of the project and the special skills and innovative thinking that the team would bring to the table
 2. **Project Approach:** A narrative of the consultant’s approach to completing the master plan
 3. **Proposed Project Team Members:** A description of the applicant’s organizational composition, disciplines, and the primary role of each individual/firm on the team. Organizational charts may be included, if appropriate. Clearly indicate the applicant’s designated team leader for the project as well as the specific individuals who will be assigned to the work and their respective expertise in such work.
 4. **Specific Project Experience:** Descriptions detailing completed, similar or relevant project experience that the applicant has executed in the last five years. Include graphic representation. Links to similar or relevant projects are encouraged.
 5. **List of References:** Provide a minimum of two client references with which the applicant has provided similar planning/design services within the last five years. Include the name and telephone number of the contact person and a description of the role and services provided to that contact.
 6. **Statement of local availability and degree of accessibility to the City,** including the location of the Proposers nearest office.

7. **An affirmative statement acknowledging the Proposer accepts the provisions** included in the Request for Qualification; the Proposer would have no conflict of interest, as described in Section 14, with any party which might cause effect from providing services under this solicitation; and should any potential or existing conflict of interest arise during the course of the engagement such conflict shall be communicated to the City immediately. If a conflict of interest arises, the City may elect to terminate any contracts resulting from this solicitation.

8. Insurance

CONSULTANT/DESIGN PROFESSIONAL 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/DESIGN PROFESSIONAL shall provide the minimum limits of liability insurance coverage as follows:

Automobile 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
	\$1,000,000	Per Claim/Aggregate
	\$2,000,000	Occurrence/Aggregate

CONSULTANT/DESIGN PROFESSIONAL shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "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/DESIGN PROFESSIONAL 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.

Notwithstanding any other provision of the Contract, the CONSULTANT/DESIGN PROFESSIONAL shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT/DESIGN PROFESSIONAL who is performing any labor, services, or material under the Contract. Further, CONSULTANT/DESIGN PROFESSIONAL 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

If the work is being done on or near a navigable waterway, CONSULTANT/DESIGN PROFESSIONAL'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/DESIGN PROFESSIONAL shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's 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 workman's compensation coverage under each policy.

CONSULTANT/DESIGN PROFESSIONAL'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.

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.

CONSULTANT/DESIGN PROFESSIONAL will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT/DESIGN PROFESSIONAL will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT/DESIGN PROFESSIONAL.

9. Indemnification

To the fullest extent permitted by law, the CONSULTANT/DESIGN PROFESSIONAL expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT/DESIGN PROFESSIONAL, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT/DESIGN PROFESSIONAL's insurance or one million dollars (\$1,000,000) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONSULTANT/DESIGN PROFESSIONAL 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/DESIGN

PROFESSIONAL or of any third party to whom CONSULTANT/DESIGN PROFESSIONAL may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

- B. Request for Qualification Consultant/Design Professional shall provide the following documents and information:
1. Proof of Professional Engineering Certificate for the State of Florida.
 2. List of any and all projects related Claims or Litigation for the last five years against the Proposer or Proposers subcontractors.
 3. A list of current projects and a schedule indicating availability of the firm to staff properly the project for a quick turnaround required for this project.

3. WARRANTY

The Proposer selected will be required to guarantee and warrant to the City of Key West all work performed shall be of good quality, complete in design, specification, detail, information, testing and reporting, in conformance with any Agreement, Task Orders and the Request for Qualification documents.

4. TERM AND CANCELLATION OF CONTRACT

The anticipated term of these professional engineering services will be two years. The City reserves the right to cancel the contract without cause with 90 days written notice.

5. QUESTIONS, INTERPRETATIONAL ADDENDA

Prospective Proposers shall promptly notify the City in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Request for Qualification documents.

No verbal inquiries shall be received, nor shall a response be provided. All questions and clarification inquiries from Proposers concerning the Request for Qualification shall be submitted in writing through mail, email, or facsimile transmission. Any written inquiries shall be received by the City no later than ten (10) calendar days prior to the scheduled date for receipt of the proposals. Questions shall be answered, in writing, by the City, and distributed on DemandStar.

Any questions or requests for clarification should be sent to:

Rod Delostrinos
Deputy Director of Community Services
633 Palm Avenue
Key West, Florida
(305) 809-3751
rdelostr@keywestcity.com

6. PERMITS AND FEES

The Proposer awarded this project shall procure and pay all permits and licenses, charges and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

7. BASIS OF AWARD

The successful Proposer(s) will have a minimum of five (5) years of experience in planning, permitting, surveying and mapping, highway design, soil exploration, material testing, and construction engineering and inspections on transportation projects.

City staff will open the “Request for Qualification for Open Spaces and Recreation Master Plan” proposals and determine if the Proposals are responsive, containing all required submittals requested.

In accordance with Section 287.055, F.S., the City's proposal review team will be responsible for careful review of all statements of qualifications and performance data received, evaluate the proposals on the basis of a point system in which evaluation criteria will be applied, may conduct discussions with, and select in order of preference no fewer than three firms deemed to be the most highly qualified to perform and furnish the required services. In determining whether a firm is qualified, factors such as the professional personnel abilities, past performance, time and budget requirements, location, and workloads will be considered.

City proposal review team will be responsible for ranking proposals, on the basis of a point system in which evaluation criteria will be applied. The City reserves the right to ask questions and seek clarification of any or all Proposers, as part of the evaluation. Staff will then short-list the proposals and present the top three short-listed Proposer(s), in ranked order, to the City Commission. Presentation to the City Commission may be required. Upon approval of the short listed proposer(s), in rank order by the City Commission, staff will contact the most qualified approved Proposer first and start contract negotiations. If contract negotiations are not successful, staff will end negotiations with the first Proposer and start negotiations with next most qualified Proposer.

Selection committee shall shortlist no less than three (3) firms, unless less than three (3) firms submit proposals. The top three short-listed Proposer(s), in ranked order, will be presented to the City Commission. City Commission may accept the recommendation of the ranked proposals or may come up with their own order, either with presentations or without presentations.

Selection criteria are:

- | | |
|---|-------|
| 1. Past Performance on similar projects; | 20pts |
| 2. Experience; | 20pts |
| 3. Current work load; | 5pts |
| 4. Experience of key personnel; | 20pts |
| 5. Firm organization, resources and location; | 10pts |
| 6. Approach and understanding of project; | 20pts |
| 7. Incident of litigation/dispute history. | 5pts |

Proposal shall be limited to 50 pages sized 8-1/2 x 11 and shall be submitted double sided, 25 actual sheets total (including required submittals, tabs and covers).

8. MISTAKES

Proposers shall carefully review the Request for Qualification specifications and instructions. Failure to do so shall be at the Proposers sole risk. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price shall prevail and the

Proposers total offer shall be corrected accordingly. Proposals having erasures or corrections shall be initialed, in ink, by the Proposer.

9. AMERICANS WITH DISABILITIES ACT

The City requires contractors, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act.

10. PUBLIC RECORDS

Any material submitted in response to this Request for Qualification will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers shall claim any applicable exemptions to disclosure provided by law in their response to the Request for Qualification. Proposers shall identify materials to be protected, and shall state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law. Chapter 119 Section 0701 states:

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract

11. COST OF PROPOSAL PREPARATION

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this Request for Qualification. The City shall not be liable for any expenses incurred by the Proposer when responding to this Request for Qualification.

12. CONFLICT OF INTEREST

In their proposal, each Proposer shall disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer shall disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposers firm, its affiliates, or parent or subsidiary organizations.

13. LICENSE REQUIREMENTS

At the time the proposal is submitted, the Consultant/Design Professional must show satisfactory documentation of state licenses as required to perform the scope of work. Please Note: The winning Consultant/Design Professional will be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

PROPOSER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting the proposal and is not intended to be all inclusive. It does not alleviate the proposer from the responsibility of becoming familiar with all aspects of the Proposal Documents and Proper completion and submission of his packet.)

1. All Documents thoroughly read and understood
 2. Addenda acknowledged as required
 3. Proposal signed by authorized officer.
 4. Experience record included.
 5. Proposer familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
 6. Proposer, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award.
 7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment A), Anti-Kickback Affidavit (Attachment B), Public Entity Crimes Certification (Attachment C), Disclosure of Lobbying Activities (Attachment D), Prohibited Interests Form and Notice (Attachment E), City of Key West Indemnification Form (Attachment F), Equal Benefits for Domestic Partners Affidavit (Attachment G), and Cone of Silence Affidavit (Attachment H)
 8. Project Understanding Statement, Project Approach, Proposed Project Team Members Specific Project Experience, List of References, Statement of local availability and degree of accessibility to the City, An affirmative statement acknowledging the Proposer accepts the provisions, and Insurance
 12. Proposer's documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in Request for Qualification.
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ATTACHMENTS A – I

Instructions.

The forms and certifications on the following pages are to be submitted with the proposal qualifications package.

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION

49 CFR Part 29 - Appendix B CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

ATTACHMENT B: ANTI-KICKBACK AFFIDAVIT
ANTI-KICKBACK AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

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

This sworn statement is submitted to the City of Key West, Florida, by

(print individual's name and title)

for _____
(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):

I, the undersigned, being hereby duly sworn, depose and say that no sum has been paid and no sum will be paid to any employee or elected official 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 any officer or agent of the corporation.

BY: _____

TITLE: _____

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

NOTARY PUBLIC, State of _____
My commission expires:

ATTACHMENT C: PUBLIC ENTITY CRIMES CERTIFICATION

PUBLIC ENTITY CRIMES CERTIFICATION

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 the City of Key West, Florida, by

_____ (print individual's name and title)

for _____ (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 1, 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 agents 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 Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
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 1, 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 1, 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 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Judge 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 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 _____, _____.

NOTARY PUBLIC

Printed Name

My commission expires:

ATTACHMENT D: DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only:</p> <p>year _____ quarter _____ date of last report _____</p>		
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>		
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>			
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>			
<table border="1" style="width: 100%;"> <tr> <td data-bbox="175 1041 802 1312"> <p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> </td> <td data-bbox="802 1041 1421 1312"> <p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> </td> </tr> </table> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>			<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>
<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>			
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>		
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</p>		

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SELF-DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT E: PROHIBITED INTERESTS FORM AND NOTICE

Prohibited Interests Form and Notice

I, _____, _____, certify that neither
(Printed Name) (Title)

_____, _____
(Company Name) (Company Address)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, the City of Key West with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

Signature

ATTACHMENT F: CITY OF KEY WEST INDEMNIFICATION FORM

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

The indemnification obligations under this Agreement 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/DESIGN PROFESSIONAL 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/DESIGN PROFESSIONAL or of any third party to whom CONSULTANT/DESIGN PROFESSIONAL may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

CONSULTANT/DESIGN PROFESSIONAL:

Firm Name

SEAL:

Address

Signature

Print Name

Title

DATE: _____

TEMPLATE CONTRACT AGREEMENT

ATTACHMENT I

Template contract/agreement is provided for information purposes to demonstrate contemplated terms and conditions.

CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH OPEN SPACES AND RECREATION MASTER PLAN

PROJECT NO PR-1401

January 2014

Consulting Engineering Firm:
COMPANY NAME.
COMPANY ADDRESS

Master Agreement to Furnish Open Spaces and Recreation Master Plan

This AGREEMENT made and entered into this ____ day of _____, 2014, between the City of Key West, a municipal corporation of the State of Florida, whose address is 3126 Flagler Avenue, Key West, Florida 33040, hereafter referred to as the "CITY" and _____, a _____ corporation, whose address is _____, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONSULTANT's primary responsibilities include but are not limited to developing a comprehensive Open Spaces and Recreation Master Plan for the City of Key West parks, recreation programming, open space, trails, and facilities. Additionally, the CONSULTANT may provide consulting, professional and construction services relating to the city's professional engineering, construction, economics, planning, specialty consulting and any other lawful professional engineering or other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The comprehensive master plan will consider all of the amenities managed by the City of Key West, including but not limited to:

- parks and pocket parks (Bayview, Indigenous, Cozumel, Bill Bulter, Nelson English, Willie Ward, etc.)
- formal and informal trails (Little Hamaca, Berg, Kitso, kayak, etc.)
- acres of conservation areas consisting of urban wilds (Hawk Missile Site)
- 5 public beaches
- 1 off-leash dog areas (Monroe County owned)
- 1 skate park
- 1 inline hockey rink
- 1 paint ball field
- Care of trees along city streets and in city parks
- Jointly managed open space properties through Interlocal Agreements (Monroe County School District)

Additional amenities managed by the Community Services Department will require consideration within the Open Spaces and Recreation Master Plan , but will be formally developed through other initiatives include:

- The Urban Reserve (White Crown Pigeon)
- City-owned public facilities (O&M support of an additional property—Firehouse Museum,
- Truman Waterfront Development

The goal of the project is to develop a community-supported plan that provides guidance for future development and redevelopment of the City's parks, recreation programming, waterfront, open space, trails and facilities. The Open Spaces and Recreation Master Plan will guide policy development, prioritize demands and opportunities, and generate a strategic action plan to be updated every three years. It will support expansion opportunities for ground-breaking amenities and be rooted in innovative strategies including all-inclusive public engagement, cross-boundary/collaborative approaches, and shared geo-referenced data collection. In addition, the project will seek to incorporate energy efficiency strategies, environmental remediation opportunities and invasive species control measures.

For the purpose of identifying shared opportunities, the Open Spaces and Recreation Master Plan will also consider existing amenities, commitments, and needs of Key West's neighboring communities, partners and stakeholders. These include, but are not limited to the Monroe County, Monroe County School District, Florida Keys Aqueduct Authority, and Keys Energy Services, among the other user groups that enjoy Key West's parks and recreation system.

The Open Spaces and Recreation Master Plan will become an element of the current City of Key West comprehensive plan and will require approval from city boards, commissions and City Commission.

Existing supporting documents include:

- FY14 Capital Improvement Plan
- 2008 A Plan for the Environmental Stewardship of Key West
- 2009 Climate Action Plan
- 20013 Comprehensive Plan
- 2011 Strategic Plan

CONSULTANT shall provide the above-mentioned Scope of Services as tasked by the CITY for the project specifically identified in RFQ No. 14-003 / Project No. PR-1401 and any other tasks as assigned under this scope and CONSULTANT's response dated DATE.

Article 2. Compensation

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

- A. Hourly Per Diem Rates are provided in Attachment A to this Agreement. Per Diem Rates are those hourly rates charged for work performed on the PROJECT by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses.
- B. A budgetary amount to include reimbursable expenses and direct expenses shall be established as two hundred and fifty thousand dollars (\$250,000.00). 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 shall keep CITY informed of progress toward that end so that the budget or work effort can be adjusted, if found necessary.
- C. 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.

- D. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.
- E. Subject to budgetary limitation contained in Article 2.B. above, the CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT. Direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: 1) the costs of express courier charges, mail, supplies and field equipment incurred directly for the PROJECT, printing and reproduction of drawings, documents, and other material, laboratory tests and analyses, and subcontracts and other outside services; and 2) special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of CONSULTANT's vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with the PROJECT, in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason(s) for travel, date(s) of travel, exact time(s) of travel, and mode(s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT.
- F. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee. Travel requested by CITY's AUTHORIZED REPRESENTATIVE and travel associated with permitting and grants, as required by state and federal agencies, shall be reimbursed in accordance with this section.
- G. Transportation by passenger vehicles supplied by CONSULTANT in connection with the work shall be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both.

Article 3. Invoicing and Payment

Monthly invoices shall be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1. General

- A. The CONSULTANT shall serve as CITY'S professional representative under this AGREEMENT, providing professional engineering and related consultation and advice, and furnishing customary services incidental thereto.

4.2. Standard of Care

- A. The standard of care applicable to CONSULTANT's services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. The CONSULTANT shall perform any services not meeting this standard without additional compensation.

4.3. Subsurface Investigations

- A. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics and the location of underground features may vary significantly between successive test points, sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.4. Consultant's Personnel at an Open Spaces/ Recreation or Construction Site

- A. The presence or duties of the CONSULTANT's personnel at a an Open Spaces/ Recreation or Construction Site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site, except CONSULTANT's own personnel.
- B. The presence of CONSULTANT's personnel at an Open Spaces/ Recreation or Construction Site is for the purpose of providing the CITY a greater degree of confidence that the completed work shall conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s), nor assumes responsibilities for the failure of contractor(s) to perform their work in accordance with the Contract Documents.
- C. Construction sites include places of manufacture for materials incorporated into the construction work. Construction contractors include manufacturers of materials incorporated into the construction work.

4.5. Opinions of Cost, Financial Considerations, and Schedules

- A. In providing opinions of construction cost, financial analyses, economic feasibility projections, and schedules for design projects, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility or schedules shall not vary from the CONSULTANT's opinions, analyses, projections, or estimates.
- B. If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY shall employ an independent cost estimator, contractor, or other appropriate advisor.

4.6. Construction Progress Payments

- A. Recommendations by the CONSULTANT to the CITY for periodic construction progress payments to the construction contractor shall be based on the CONSULTANT's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that exhaustive, continuous or detailed examinations or reviews have been made by the CONSULTANT to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work shall be acceptable in all respects; that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractor that affect the amount that should be paid.

4.7. Record Drawings

- A. Record drawings, if required, shall be prepared, in part, on the basis of information compiled and furnished by others, including the CITY or contractor(s) for the work, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- B. Record drawings shall consist only in hard copy form. Any computer-generated files on diskettes or tapes furnished by CONSULTANT are for the CITY's and other's convenience and are to be utilized at users' sole risk. Record Drawings shall be signed and sealed where applicable based on CITY and/or regulatory requirements.

4.8. Access to Consultant's Accounting Records

- A. The CONSULTANT shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records shall be available to CITY during CONSULTANT's normal

business hours for a period of 1 year after CONSULTANT's final invoice, for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to cost-reimbursable and cost plus fixed fee type compensation.

4.9 Consultant's Insurance

A. The CONSULTANT shall maintain limits no less than those stated below throughout this AGREEMENT of the following insurance:

1. **Workers' Compensation** Statutory, in compliance with the Compensation Law of the State of Florida. The coverage must include Employer's Liability with a limit of one million (\$1,000,000) dollars per accident, one million (\$1,000,000) dollars per disease-policy limit, and one million (\$1,000,000) dollars per disease-each employee.
2. **Commercial General Liability** shall be in an amount acceptable to the City of Key West but not less than two million (\$2,000,000) dollars annual aggregate, one million (\$1,000,000) dollars per occurrence, and two million (\$2,000,000) dollars products comprehensive aggregate. The City of Key West must be named as an Additional Insured. The coverage must include Commercial Form; Premises and/or Operations; Products and/or Completed Operations; Independent Contractors and Consultants (if any part of the Work is to be subcontracted); Broad Form Property Damage; XCU, Personal Injury, and Contractual Liability endorsement.
3. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of one million (\$1,000,000) dollars combined single limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage coverage for owned automobiles, hired automobiles, non-owned automobiles, and location of operation shall be "all locations."
4. **Excess/Umbrella Liability** shall have a minimum limit of two million (\$2,000,000) dollars per occurrence with an annual aggregate of two million (\$2,000,000) dollars. This coverage is to be following form and include the Comprehensive General Liability and Automobile Liability Policies.
5. **Professional Liability/Errors and Omissions** Insurance with a minimum limit of one million (\$1,000,000) dollars.
6. CITY shall be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified above, and CONSULTANT waives subrogation against CITY as to said policies, with the exception of Worker's Compensation.

4.10 Subconsultants

- A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY, which consent may be withheld for any reason whatsoever.

Article 5. Obligations of the CITY

5.1. Authorization to Proceed

- A. Authorization to proceed shall be considered to be given upon execution of this AGREEMENT.

5.2. City-Furnished Data

- A. The CITY shall provide to the CONSULTANT all data in the CITY's possession relating to the CONSULTANT's services on the PROJECT including, but not limited to, information on any pre-existing documents including, but not limited to, underground utility locates, geotechnical reports, surveys, and previously submitted plans. CONSULTANT shall reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3. Access to Facilities and Property

- A. The CITY shall make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services, and shall provide labor and safety equipment as required by CONSULTANT for such access. CITY shall perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with CONSULTANT's services, unless otherwise agreed to. CITY shall be responsible for all acts of CITY's personnel.

5.4. Advertisements, Permits, and Access

- A. Unless otherwise agreed to in the Scope of Services, the CITY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses, except those required by the bid documents, required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the CONSULTANT's services or PROJECT construction.

5.5. Timely Review

- A. The CITY shall examine the CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner (10 working days).

5.6. Prompt Notice

- A. The CITY shall give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of the ENGINEER or construction contractor(s).

5.7 Contractor Indemnification and Claims

- A. CITY agrees to use its best efforts to include the following in all construction contracts with contractor(s) not affiliated with CONSULTANT:
 - 1. The provisions of Article 4.4, CONSULTANT's Personnel at Construction Site.
 - 2. Provisions providing contractor indemnification of CITY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- B. CITY shall use its best efforts to require construction contractor(s) to name CITY and CONSULTANT as additional insureds on the contractor's general liability policy.

5.8. Exclusion of Contractor Claims

- A. CITY agrees to use its best efforts to include the following clauses in all contracts with other construction contractors and equipment or material suppliers:

Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against the CONSULTANT, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed, unless construction contractors, subcontractors and equipment or material suppliers first gain the CITY's consent.

5.9. CITY's Insurance

- A. CITY shall maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT

5.10 Services of Consultant

- A. Unless this AGREEMENT is modified or terminated, the CITY shall have all services specified in this AGREEMENT performed by the CONSULTANT, employing CONSULTANT's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to the CITY's review and approval.

5.11 Litigation Assistance

- A. The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, shall be reimbursed and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONSULTANT's sole negligence caused CITY's damage.

Article 6. General Legal Provisions

6.1 Agreement Period; Time for Performance; Penalty

- A. The duration of the agreement shall be two (2) years commencing from the effective date of this Agreement, with an additional two-year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission. This Agreement shall continue in effect from year to year thereafter, until terminated by the CITY.
- B. The services described in Article 1.1 shall be completed no later than the ____ day of _____, in that CONSULTANT's failure to complete performance hereunder by _____ may jeopardize the CITY's grant funding for the project. In the event CONSULTANT fails to complete the services described in Article 1.1 on or before _____, CONSULTANT shall pay to CITY the sum of one hundred forty thousand dollars (\$140,000.00), representing the amount of grant funds contemplated for this project.

6.2. Reuse of Project Documents

- A. Reports, drawings, specifications, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All specifications and plans shall be made available on rewritable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT shall be at the CITY's sole risk.

6.3 Ownership of Work Product and Inventions

- A. All of the work product of CONSULTANT in executing this Project shall remain the property of CONSULTANT. The CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer programs or other intellectual property developed during the course of, or as a result of, the Work shall remain the property of the CONSULTANT.

6.4 Force Majeure

- A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.
- B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule shall be authorized in writing.

6.5 Termination

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work shall be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the CITY.
- B. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY shall not pay for anticipatory profits.

6.6 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY shall pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT's schedule and CONSULTANT's compensation shall be made as agreed to by both parties.
- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT, and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project.
- B. All work products shall be prepared for the exclusive use of CITY for specific application to the property described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.8 Indemnification

- A. The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT, its employees or agents, in the performance of this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to the CITY pursuant to Florida law, including section 768.28, Florida Statutes.

B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against CITY by reason of such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel satisfactory to CITY. The CONSULTANT shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against CITY, whether performed by CONSULTANT, or by persons employed or used by CONSULTANT.

6.9 Assignment

A. CONSULTANT shall not assign all or any part of this Agreement without the prior consent of CITY by Resolution of the Key West City Commission, which consent may be withheld for any reason whatsoever.

6.10 Jurisdiction

A. The law of the State of Florida and Monroe County shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.11 Severability and Survival

A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 shall survive termination of this AGREEMENT for any cause.

6.12 Attorney's Fees

A. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder.

6.13 Local Hiring Preference

A. In accordance with Federal Highway Administration, Department of Transportation regulations, 23 CFR 635.117, local hiring preferences shall not be allowed in this contract.

Article 7. Schedules and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST, FLORIDA

By: _____
Bogdan Vitas, Jr., City Manager

ATTEST:

Cheri Smith
City Clerk

CONSULTANT

By: _____
(NAME, TITLE)

ATTACHMENT A

HOURLY PER DIEM RATES

<u>Classification/Position</u>	<u>Per Diem Rate</u>
<p>Principle An officer of the company and responsible party tasked to resolve issues and manage the overall work performed.</p>	
<p>Senior Project Manager Responsible for the successful completion of the project. The Senior Project Manager shall have an assigned team for the project, shall assign the work and see that it is properly completed. When another firm is engaged as a sub-consultant, it is the Senior Project Manager's duty to see that the lines of responsibility are clearly defined and that there is adequate coordination between offices. Must be capable and experienced with authority to speak for the firm in dealing with the client and to direct and expedite project work.</p>	
<p>Project Manager Responsible for accomplishing stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraints for projects; cost, time and quality.</p>	
<p>Senior Engineer Performs and oversees Engineers work related to the planning, design, and construction of projects. Also coordinates with contractors, other departments, and other agencies; administering professional services and construction contracts; evaluating requests for changes or additional work; directing the work of subordinate professional staff; and performs related work as required.</p>	
<p>Project Engineer Performs engineering assignments as part of a work team involved in the planning, organizing, and developing of complicated projects. Requires ability to use and apply extensive knowledge for a specific engineering field. May supervise other project professionals or technicians. Usually requires a 4 year degree plus 6-8 years relevant experience, or equivalent. Reports to the Project Engineering Manager.</p>	
<p>Associate Engineer Performs tasks to assist engineers such as preliminary research, initial drawings or diagrams, design modification, or testing. Operates under direct supervision. Usually requires a 2 year degree plus 1-3 years relevant experience, or equivalent.</p>	
<p>Senior Electrical Engineer Performs complicated engineering work exercising independent judgment and action. Applies research principles and techniques to the design, development, or testing of electronic systems, equipment, products, or facilities. Usually a senior level requiring a degree in electronic engineering plus 4-6 years relevant experience, or equivalent.</p>	
<p>Electrical Engineer Performs engineering work of various types in the design or re-design, manufacture, installation, operation, or maintenance of electronic and electromagnetic systems or equipment. Uses research techniques to analyze and validate design or theory concepts. Usually an intermediate level requiring a 4 year degree in electronics engineering plus 2-4 years relevant experience, or equivalent.</p>	
<p>Senior Mechanical Engineer</p>	

Performs engineering work related to researching, designing, and developing machines, mechanical products, or tools, mechanical production equipment, or engines. Assignments are more complicated than the journey level and afford greater opportunity for independent decision making and action. May test designs. Usually a senior level requiring a 4 year degree plus 4-6 years relevant experience, or equivalent.	
Mechanical Engineer Performs engineering work related to researching, designing, and developing machines, mechanical products or tools, mechanical production equipment, or engines. May collaborate with other engineers on application of robotics for improving production processes. Usually a journey level requiring a 4 year degree plus 2-4 years relevant experience, or equivalent.	
CAD Technician I Uses computer-aided drafting software to develop layouts, drawings and designs that meet engineering specifications. Reviews engineering drawings, analyzes design and retrieves information to complete drawing, layout or design. Uses detail drawing or engineering specifications to dimension, scale or line locate. Usually requires a 2 year degree and 1-2 years relevant experience, or equivalent.	
CAD Technician II Performs tasks to assist engineers such as preliminary research, initial drawings or diagrams, design modification, or testing. Operates under direct supervision. Usually requires a 2 year degree plus 1-3 years relevant experience, or equivalent.	
Survey Crew and Equipment (1-man) Provides topographical data, including lines and grades, and works under the supervision of a Florida licensed Public Land Surveyor.	
Survey Crew (2-man) Provides topographical Data including lines and grade where required. Works under a licensed PLS.	
Principal Licensed Surveyor Provides signed and sealed surveys, place set boundary corners and place survey monuments bearing state registration number.	
Technical Editor Responsible to research and prepare technical reports, publications, related documents, and other media; reviews and edits material for proper use of terminology, style, direction, content, grammar, punctuation and clarity; designs and lays out format, etc. Other responsibilities may include researching technical and complex federal and state policy material, rules and regulations and/or disseminate technical brochures and other technical material.	
Clerical Provides administrative support, including but not limited to, word processing, filing, copying, and general office support services.	
Geo-Tech Provides data on subsoil conditions and bearing capabilities. Must work under a Licensed Engineer.	
Senior Associate Oversees and manages SWC component of project and provides quality assurance and technical support, participates in project kickoff and public meetings.	
Associate I Conducts data collection, analysis and report drafting, 3-5 years exp.	

Associate II All tasks of Associate I and first level project manager, 5-7 years exp.	
Associate III All tasks of Associate II and senior project manager, 10+ years exp.	
Technician I Data collection, GIS data input and mapping, 1-2 years exp.	
Technician II Data collection, GIS analysis, 2-3 years exp.	
Administrative Clerical, also public information specialist	
Landscape Architect Develops design concepts using flora materials.	

ATTACHMENT B

Scope of Services

SCOPE OF SERVICES

Scope of services may include, but not be limited to, the following tasks:

- Develop inventories and assessment of existing amenities*
- Community Needs Assessment
- Facility Standards Assessment and Goals
- Service and Operations Management
- Draft Needs Assessment and Implementation Plan
- Final Plan and Presentation of Findings
- Prepare comprehensive maps
- Analyze forecasted needs & implementation strategies
- Manage public engagement processes
- Perform independent, statistically valid surveys
- Analyze demographic trends
- Define level of service analysis for existing & future facilities
- Analyze programs & services
- Prioritize demands & identify opportunities
- Coordinate all sub-contractors
- Guide policy development
- Develop strategic action plan
- Deliver final plans & supporting materials

**Any geographic data collected must be ArcGIS –compatible.*

Construction Documents

CONSULTANT shall prepare a coordinated set of topographical surveys, construction plans and details, specification, and agency permit authorizations predicated on the information outlined above.

Final design of the project shall consist of the following:

- Provide exhibit to CITY for public involvement meeting(s)
- Receive and respond to Requests for Additional Information during bidding phase
- Provide a project schedule and cost estimate based upon final design documents
- Provide construction phasing and Maintenance of Traffic Control Plans