RESOLUTION NO. 13-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING AN EXTENSION OF THE CONTRACT FOR ENGINEERING SERVICES FOR THE RECONSTRUCTION OF SOUTH ROOSEVELT BOULEVARD WITH METRIC ENGINEERING (FORMERLY SANCHEZ-ZEINALI AND ASSOCIATES), ORIGINALLY APPROVED IN RESOLUTION NO. 04-146; AMENDING THE CONTRACT WITH SANCHEZ-ZEINALI AND ASSOCIATES BY ASSIGNING THE CONTRACT TO METRIC ENGINEERING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 04-146, the City Commission approved a five-year contract with two two-year renewal options with Sanchez-Zeinali and Associates for engineering services for the reconstruction of South Roosevelt Boulevard; and

WHEREAS, the project, which is to be programed by FDOT and performed under a LAP agreement, is anticipated to commence in 2016, and staff has been provided with an extension of the LAP Agreement to December 30, 2016; and

WHEREAS, on April 1, 2010, Sanchez -Zeinali and Associates changed ownership and the corporate name became Metric Engineering, and City staff recommends that the City Commission assign the contract to Metric Engineering; and

WHEREAS, the City Manager believes that under the facts of this situation, it is in the best interests of the City to extend the Contract for an additional four years without competitive bidding, pursuant to Key West Code of Ordinances section 2-797(4)(b).

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

Section 1: That the contract is hereby extended to April 5, 2017.

Section 2: That the City Commission hereby ratifies the exercise of the two previous renewal options.

Section 3: That the City Commission hereby consents to assign the contract with Sanchez-Zeinali and Associates to Metric Engineering, Inc. for the remaining term of the contract.

Section 4: That the City Manager is hereby authorized to execute an extension of the contract and a Consent to Assign from Sanchez-Zeinali and Associates to Metric Engineering, upon advice and consent of the City Attorney.

Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21st day of May, 2013.

Authenticated by the presiding officer and Clerk of the Commission on May 29, 2013.

Filed with the Clerk May 29, 2013.

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Bob Vitas, City Manager

FROM: Birchard Ohlinger, P.E., Engineering

CC: E. David Fernandez, Assistant City Manager
Doug Bradshaw, Senior Project Manager

DATE: May 7. 2013

SUBJECT: **Approval of a contract extension to Metric Engineering (formerly Sanchez-Zeinali and Associates) for engineering services for the reconstruction of South Roosevelt Boulevard. Authorizing the City manager to modify this contract.**

ACTION STATEMENT:
Metric Engineering Inc (formally Sanchez-Zeinali and Associates) has been under contract with the city to perform engineering services related to the reconstruction of South Roosevelt Boulevard. Award of the contract was approved under Resolution 04-146 with an effective start date of 6 April, 2004. The contract duration under the subsequent Agreement was for a period of 5 years with two each, two year extensions. The two year extensions were never formally executed. This resolution will correct his oversight and extend the existing contract to 5 April 2017. This is a LAP funded project and we currently have an extension to the LAP agreement to 30 December 2016. On 2 November 2010, Metric Engineering Inc purchased Sanchez-Zeinali and Associates. Sanchez-Zeinali and Associates was subsequently dissolved. This resolution also authorizes this name change

BACKGROUND:
Under Resolution 04-146, Sanchez-Zeinali and Associates was selected to provide engineering services for the reconstruction of South Roosevelt. These services include,

- Design Development
- Contract Document Development
- Bidding Services
- Construction Contract Administration
- Post Construction Inspection

Under Resolutions 08-122 and 09-077, use of LAP Grant funding was approved and the Sanchez- Zeinali and Associates scope of work modified to include an additional 400 lf of roadway.

On 1 April 2010; Sanchez-Zeinali and Associates changed their name to Metric Engineering Inc.

A number of other resolutions have been passed associated with South Roosevelt. These include the following

- Resolution 05-073: Authorize the transfer to FDOT of 2 feet of "bride path" for the installation of curb and gutter
- Resolutions 08-122 and 09-077: Accepted LAP Grant funding and modifying the scope of the Sanchez-Zeinali and Associates for the reconstruction of an additional 400 lf of South Roosevelt
- Resolutions 10-238 and 10-254: Requested FDOT plant landscaping as a component of the ROW work and to consider the use of LED street lighting
- Resolution 12-059: Approved the use of an additional 4 feet (for a total of 6 feet) of "bridle path" for the installation of sidewalks
- Resolution 12-191: Instructed FDOT to program the reconstruction of South Roosevelt to start after North Roosevelt is completed.

Since the award of this contract in 2004 a number of scope changes have occurred to this contract. These changes include new FDOT Standards and Criteria, additional Survey works, additional cross walks and the request by City Staff to put sidewalks into this project. Upon extension of this contract, the A/E, City Staff and FDOT will commence negotiations. FDOT has agreed to pay for these costs under a supplemental LAP agreement.

PURPOSE & JUSTIFICATION:

During meetings with City Staff and FDOT it was agreed that it is in the best interests of the City to renew and extend this contract and not resort to competitive bidding as allowed under City Ordinance 2-797(4)(b). This decision is based on the following:

- Metrics Engineering has a historical knowledge of this project and it would be lost if a new firm is hired
- Metric Engineering has performed significant design/AutoCAD work as of this date and this would be lost if a new firm is hired. A new firm would be required to start the design process over and the costs associated with this will have to be absorbed by the City.
- These delays have been in no part to the actions of Metric Engineering
- City staff does not believe a more competitive price will be obtained by re-bidding the project.

OPTIONS:

1. The City Commission can extend the existing contract with Metric Engineering Inc to 5 April 2017
2. The City Commission can elect to not extend this contract. This will require FDOT/City

Staff to re-bid this contract. This would delay the reconstruction of South Roosevelt.

3. The City Commission can elect not to extend this contract and close this LAP Grant Funded project. The city would be required to repay the LAP Grant expenditures to date ($434,934 dollars) and South Roosevelt will not be reconstructed.

FINANCIAL IMPACT:

This project is funded by a LAP Grant and no impact to the City Budget is anticipated.

RECOMMENDATION:

That the City Commission extends the existing contract with Metric Engineering Inc to 5 April 2017.

METRIC ENGINEERING

November 2, 2010

Via E-Mail: rflowers@keywest.com

Mr. Roland Flowers, P.E.
City of Key West
604 Simonton Street
Key West, Fl 33041

Re: City of Key West's Contract with Sanchez-Zeinali & Associates, Inc.
Request for Assignment of Contract

Dear Mr. Flowers:

Please accept this letter as formal notification of the change of ownership of Sanchez-Zeinali & Associates, Inc. ("SZA"). On April 1, 2010, Metric Engineering, Inc. ("Metric") acquired 100 percent of SZA's outstanding stock. Although, SZA subsequently continued its existence as a separate entity and has been servicing its existing contracts, Metric is now in the process of transitioning all of SZA's employees and projects to Metric.

Currently, SZA performs services for the City of Key West for South Roosevelt Blvd Project No. PW0402. Metric respectfully requests your guidance regarding the proper process to obtain the City's assignment of the above-referenced contract to Metric.

Enclosed please find the documents relating to Metric's purchase of SZA and the corporate documents supporting the proper assignment of the City's contract to Metric. Please contact me at (305) 235-5098 ext. 161 or at arihernandez@metriceng.com if the City requires any additional information.

Metric Engineering, Inc.

Ariadna Hernandez
Corporate Counsel

Cc: Carlos A. Duart, President
Frank Panellas, P.E.
Oscar Cruz, P.E.

METRIC PLAZA - CORPORATE HEADQUARTERS
13940 S.W. 136 Street, Miami, FL 33186
Design: Suite 200 - CEI: Suite 107
Phone: (305) 235-5098 - Fax: (305) 251-5894
Acct. & Personnel Fax: (305) 235-5271
www.metriceng.com

State of Florida

Department of State

I certify from the records of this office that SANCHEZ-ZEINALI & ASSOCIATES, INC. was a corporation organized under the laws of the State of Florida, filed on January 11, 1991.

The document number of this corporation is S24413.

I further certify that said corporation was voluntarily dissolved on May 24, 2012, effective August 1, 2012.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Fifth day of May, 2012

Ken Detzner

Secretary of State

Authentication ID: **900235535239-052512-S24413**

To authenticate this certificate,visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Dissolution, filed on May 24, 2012, effective August 1, 2012, dissolving SANCHEZ-ZEINALI & ASSOCIATES, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is S24413.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Fifth day of May, 2012

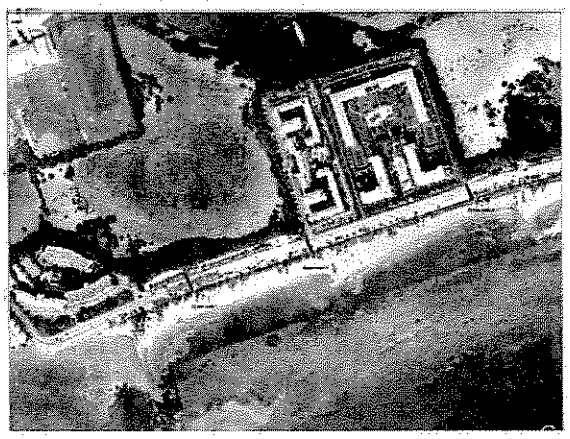
Ken Detzner

Secretary of State

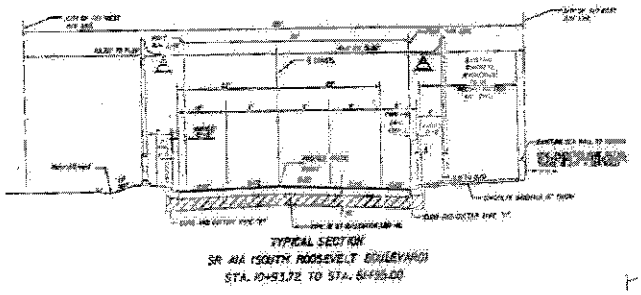
Project: South Roosevelt Replacment (ENGINEERING SERVICES CONTRACT)

Scope: Desing of the Replacement of 4,100 lf of South Roosevelt blvd. New storm drains, new promenade, new street lights, installation of 3 crosswalks. A section of sidewalk is planned for the north side in front of the parking lot and, if funding is available, La Brisa

Date	26 February 2013
Construction Site Manager:	
Project Manager:	B. Ohlinger
RPR:	
Contractor:	TBD
Designer:	Metric Engineering
	Miami Florida
Contract Type:	Lump sum/fixed price
Contract Data	
Design Award Date:	7 April 2004
NTP: (Design)	1 February 2005
Original CCD:	5 April 2013
Current CCD:	5 April 2017 (proposed)
Days Added by CO:	5 years
Current Duration:	
Days Elapsed Since NTP:	9 years
Original Award Amount:	$500,000 dollars
Change Order Total:	$96,940 dollars
Current Contract Value:	$596,940
Invoiced to Date: Thru Pay Application #12 FINAL	$434,934 dollars
Percent Work Complete:	20%
Schedule Percent Complete:	
Cost Growth:	
Schedule Growth:	
LD's/day- for failure to SC date	$500/day
XXXXX/day	
XXXXX/day	



Proposed Cross walk locations



Current proposed cross section at parking area/La Brisa

Street Lights have been removed from this project

(no sidewalks proposed at Sheraton or Key West by the Sea)

Major Activities:

1. Development of a change order for Surveying Works
2. Change order to desigers cost (CPI) increase are not permitted by FDOT
3. Typical Section requires revision
4. 3 Cross walks have been approved
5. Accident History report does not support "lighting" FDOT is maintaining that City will be required to pay for power and maintenance of lighting. Current direction from City Management is to remove street lighting from the project.
6. Construction cost estimate is $6,200,000 dollars

Project Issues Related to Change Orders

A number of resolutions have been passed associated with South Roosevelt. These include the following

- Resolution 05-073: Authorize the transfer to FDOT of 2 feet of "bride path" for the installation of curb and gutter
- Resolutions 08-122 and 09-077: Accepted LAP Grant funding and modifying the scope of the Sanchez-Zeinali and Associates for the reconstruction of an additional 400 lf of South Roosevelt
- Resolutions 10-238 and 10-254: Requested FDOT plant landscaping as a component of the ROW work and to consider the use of LED street lighting
- Resolution 12-059: Approved the use of an additional 4 feet (for a total of 6 feet) of "bridle path" for the installation of sidewalks
- Resolution 12-191: Instructed FDOT to program the reconstruction of South Roosevelt to start after North Roosevelt is completed.
- Prending resolution to extend the contract completion date to April 2017

Please copy

2004 - ?, Keywest

Cheryl Smith
City Clerk

THE CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FLORIDA 33041-1409
www.keywestcity.com

525 Angela Street
(305) 292-8193
Fax (305) 292-8133

April 8, 2004

Sanchez Zeinali Associates, Inc.
10305 N.W. 41st Street Suite 103
Miami, Florida 33178

Dear Sir or Madam:

Enclosed is a copy of Resolution No. 04-146, Selecting Sanchez Zeinali Associates, Inc. to provide engineering services for the reconstruction of South Roosevelt Boulevard; Authorizing further negotiation and contract execution by the City Manager that passed at a regular Key West City Commission meeting on April 6, 2004.

Sincerely,

Cheryl Smith

Cheryl Smith, CMC
City Clerk

Enclosure
CS/vp
Res. 04-146 Sanchez Zeinali

RESOLUTION NO. 04-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, SELECTING SANCHEZ ZEINALI ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE RECONSTRUCTION OF SOUTH ROOSEVELT BOULEVARD; AUTHORIZING FURTHER NEGOTIATION AND CONTRACT EXECUTION BY THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to an RFQ, a selection committee ranked the respondents and recommended the selection of Sanchez Zeinali Associates, Inc.;

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

Section 1: That Sanchez Zeinali Associates, Inc. is hereby selected for engineering services for the reconstruction of South Roosevelt Boulevard.

Section 2: That the City Manager is hereby authorized to conduct negotiations and to execute a contract with Sanchez Zeinali Associates, Inc.; provided, however, that if negotiations with Sanchez Zeinali Associates, Inc. are not successful, then the City Manager shall proceed to negotiations with the second, third and fourth-ranked bidders, successively.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6 day of April, 2004.

Authenticated by the presiding officer and Clerk of the Commission on April 7, 2004.

Filed with the Clerk April 7, 2004.

JIMMY WEEKLEY, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

AGREEMENT

Between

CITY OF KEY WEST
KEY WEST, FLORIDA

and

SANCHEZ-ZEINALI & ASSOCIATES, INC..

for

CONSULTANT SERVICES FOR
GENERAL ARCHITECTURAL AND ENGINEERING SERVICES

January 28, 2005

This is an Agreement between: CITY OF KEY WEST, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY," through the Key West City Commission,

AND

Sanchez-Zeinali & Associates, Inc., a professional corporation organized under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

1.1 **Agreement**: means this document, Articles 1 through 8, inclusive. Other terms and conditions are included in the exhibits, task orders, and supplemental documents that are by this provision expressly incorporated by reference.

1.2 **Commission:** The Key West City Commission of the City of Key West, Florida, which is the governing body of the City of Key West government created by the City of Key West Charter.

1.3 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.

1.4 **Contract Administrator**: The ranking managerial employee of the agency of CITY government which requested the Project or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the Key West City Commission of the City of Key West, Florida, concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.5 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with CITY to perform the construction work for the Project.

1.6 **CITY**: City of Key West.

1.7 **Notice To Proceed**: A written notice to proceed with the Project issued by the Contract Administrator.

1.8 **Project**: Projects may or may not be tasked. Should a project be tasked, this agreement does not "Disallow" the City from using other firms, congruently or not, for the same or other City projects. This is a general contract for a variety of work (if tasked).

1.9 **Task Order**: A detailed description of a particular service or services to be performed by CONSULTANT for a prescribed type and amount of compensation.

ARTICLE 2

PREAMBLE

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

2.1 The CITY has budgeted funds for consulting services for a variety of projects. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for a task order not issued in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified by Resolution of the Commission.

2.2 The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

3.1 CONSULTANT's services shall include civil engineering, highway & bridge design, transportation analysis, beach, environmental, structural, mechanical, fire protection, and electrical engineering and architectural services and consulting for facilities planning; permitting, preliminary and ongoing cost estimating, construction budgets and cash flow time line, cost impact analysis; preliminary architectural studies, appraisals and evaluations; contamination and other testing services; writing of design-build Request for Proposals; evaluation of design-build proposals and their associated budgets and cost supervision services; architectural design; auto CAD services; construction management and on-site construction services, and any other lawful professional architectural or other consulting services that the CONSULTANT is qualified to provide and that the CITY authorizes the CONSULTANT to undertake in connection with the CITY'S Project. CONSULTANT shall provide all necessary, incidental and related activities and services required as described in Exhibit A and by individual Task Order.

3.2 CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project or any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of task order is at CONSULTANT's sole risk.

3.3 The specific services to be provided by the CONSULTANT and the compensation for such services will be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT. Execution of the Task Order does not constitute a notice to proceed.

A. Each Task Order will be supported by appropriate cost and pricing data and such other documentation as required by the CITY.

B. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.

C. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

D. A task order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT will 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 Task Order. The CITY will not pay for anticipatory profits. The termination of this Agreement

pursuant to Paragraph 8.2, hereof, shall constitute the termination of any and all outstanding task orders.

E. The CONSULTANT will begin services under any Task Order when authorized by a Notice to Proceed issued by the City Manager or his designee.

3.4 The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project Task Orders from another source.

3.5 CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT which require the expenditure of additional funds for additional work by CITY, CITY has the option of reducing payment to CONSULTANT or requiring the CONSULTANT to do the additional work.

3.6 CONSULTANT is required to perform the task orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the project. In all task orders, where changes to any laws, codes or regulations affecting the project have a projected effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of five (5) years from the effective date of the Resolution by the Commission approving the Agreement, whether the Agreement is signed by the parties or not. The Agreement will be in effect upon execution by both parties and after approval by the Commission. The Agreement may be renewed for two (2) additional two (2) year periods with consent of both parties and approval by Resolution of the Commission.

4.1 CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the Notice to Proceed for such services.

4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive

written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.

4.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.4 In the event the Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.

4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 8.8, INDEMNIFICATION OF CITY.

4.6 In the event CONSULTANT fails to provide services as described in a task order which causes monetary damage to CITY because of Contractor's inability to perform or because of price increases attributable directly to delay caused by CONSULTANT, CONSULTANT shall be responsible for such monetary damages.

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

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

5.1.1 Lump sum payment which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.

A. The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During the Construction Contract Administration Phase, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.

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

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

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

5.1.2 Cost Reimbursable-Per Diem (Time and Expenses)

A. Per diem rates are those hourly or daily 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. These rates are subject to City's fiscal year adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

B. Hourly rates for the first year of the contract:

Principal	$ 135.00	Field Technician	$ 65.00
Project Engineer, PE	$ 120.00	CAD Specialist	$ 60.00
Staff Engineer	$ 95.00	Zoning/Permit	$ 65.00
Field Engineer	$ 85.00	Administrative	$ 55.00

C. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

D. 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.

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

5.2 REIMBURSABLES

5.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

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

b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Travelodge.

c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail among the CONSULTANT's various permanent offices. If applicable, the CONSULTANT's field office at the Project site is not considered a permanent office.

d) Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.

e) Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.

f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

g) Any project specific insurance premium of CONSULTANT'S required for CITY's project over five hundred thousand ($500,000) in coverage.

5.2.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, CITY 's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

5.2.3 All subconsultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. These amounts shall not increase each fiscal year of CITY By more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable subconsultant expenses are limited to the items in Paragraph 5.2.1 described above when the subconsultant's agreement provides for reimbursable expenses.

5.3 METHOD OF BILLING

5.3.1 Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific project number and task order if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to the phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

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

CONSULTANT shall submit billings that are identified by the specific project number and task order on a monthly basis in a timely manner for all

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

5.3.3 Upon request, CONSULTANT will provide copies of past paid invoices to any subcontractor or subconsultant prior to receiving payment. CITY reserves the right to pay any subcontractor or subconsultant if CONSULTANT has not paid them timely and the services of the subcontractor or subconsultant are necessary to complete the PROJECT or any task order.

5.4 METHOD OF PAYMENT

5.4.1 CITY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.

5.4.2 Payment will be made to CONSULTANT at:

Sanchez-Zeinali & Associates, Inc.
10305 N.W. 41 Street, Suite 103
Miami, Florida 33178

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

CITY or CONSULTANT may request changes that would modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 5.

ARTICLE 7

CITY 'S RESPONSIBILITIES

7.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

7.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

7.3 CITY shall review the CONSULTANT's itemized deliverables/documents identified in the task orders and respond in writing with any comment within the time set forth in the task order or within a reasonable time.

7.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 8

MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Project, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Project for which they are made is completed or not. They shall be delivered by CONSULTANT to CITY as provided in each task order, in hard copy and modifiable electronic format or as otherwise specified. In addition, they

shall be provided to CITY within five days of the receipt of request from the Contract Administrator or receipt of a written notice of termination. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another project.

8.2 TERMINATION

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

8.2.2 Notice of termination shall be provided in accordance with paragraph 8.12 of this Agreement.

8.2.3 In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 8.1 of this Agreement are provided to the CITY. Upon being notified of CITY 's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed. CONSULTANT acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for CITY 's right to terminate this Agreement for convenience.

8.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

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

disclosure requirement of either federal or state law shall be violated by CONSULTANT. .Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY 's disallowance and recovery of any payment upon such entry.

8.4 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

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

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

8.5 PUBLIC ENTITY CRIMES ACT

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

of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY 's competitive procurement activities.

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

CONSULTANT will promptly notify CITY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

8.6 SUBCONSULTANTS

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of subconsultants submitted by CONSULTANT. The list of subconsultants submitted and currently approved is as follows:

a. BCC Engineers, Inc.
b. FR Aleman, Inc.
c. Gannett Fleming, Inc.
d. Market Share, Inc.
e. ACES, Inc.
f. Florida Transportation Consultants, Inc.

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 8.6.

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

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's

performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 INDEMNIFICATION OF CITY

CONSULTANT shall at all times hereafter indemnify, hold harmless and defend or pay for an attorney selected by CITY to defend CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of CONSULTANT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or termination of this Agreement. To the extent considered necessary by Contract Administrator, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY 's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY .

8.9 INSURANCE

CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance.

Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect CITY by naming CITY as an additional insured under the Comprehensive General or Commercial Liability Insurance policy and Automobile policy hereinafter described:

8.9.1 Workers' compensation and employer's liability insurance as required by the State of Florida.

8.9.2 Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Million Dollars ($1,000,000.00) combined single limits and annual aggregate.

8.9.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any

covered negligent act or omission of the CONSULTANT or of any of its employees, agents, or subcontractors or subconsultants, including Premises and /or Operations, Independent Contractors; Broad Form Property Damage, and a Contractual Liability Endorsement with One Million Dollars ($1,000,000.00) per occurrence and annual aggregate.

8.9.4 Professional liability insurance of One Million Dollars ($1,000,000.00) per occurrence and annual aggregate. If the policy is a "claims made" policy, Consultant shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.

8.9.5 CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverages identified in Paragraphs 8.9.2 and 8.9.3.

8.9.6 CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by the CITY during the term of this contract. CITY will not pay for increased limits of insurance for subconsultants.

8.9.7 CONSULTANT shall provide to CITY the Certificates of Insurance or a copy of all insurance policies including those naming the CITY as an additional insured required by Section 8.9 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

8.10 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

8.11 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

8.12 NOTICES

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

FOR CITY OF KEY WEST:
Roland Flowers
City Engineer/Director Public Works
PO Box 1409
Key West, FL 33041-1409
and
Julio Avael, City Manager
City of Key West
PO Box 1409
Key West, FL 33041-1409

FOR CONSULTANT:

Frank Zeinali, P.E.
Sanchez-Zeinali & Associates, Inc.
10305 N.W. 41 Street, Suite 103
Miami, Florida 33176

8.13 TRUTH-IN-NEGOTIATION CERTIFICATE

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

8.14 INTERPRETATION

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

8.15 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as such key staff are in CONSULTANT's employment.

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

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

8.16 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall

not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.17 THIRD PARTY BENEFICIARIES

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

8.18 CONFLICTS

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

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

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

8.19 CONTINGENCY FEE

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

Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.20 WAIVER OF BREACH AND MATERIALITY

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

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

8.21 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

8.22 SEVERABILITY

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

8.23 JOINT PREPARATION

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

8.24 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.25 APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for

mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

8.26 INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:
Exhibit A. General Scope of Services for Phases of Project _____(in General?)
Exhibit B. Hourly Rates

8.27 COUNTERPARTS

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

BALANCE OF PAGE BLANK SIGNATURE PAGE TO FOLLOW

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

CITY

ATTEST:

Cheryl Smith, City Clerk

1 day of Feb, 2005

CITY OF KEY WEST, by and through its KEY WEST CITY COMMISSION

Julio Avael, City Manager

1 day of Feb, 2005

AGREEMENT BETWEEN CITY OF KEY WEST AND SANCHEZ-ZEINALI & ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR MULTI YEAR GENERAL ARCHITECTURAL AND ENGINEERING SERVICES.

FOR CORPORATION:

CONSULTANT

ATTEST:

SANCHEZ-ZEINALI & ASSOCIATES, INC.
(Print Name of Consultant/ Firm)

By Lilia Dowling
Secretary

Lilia Dowling
(Print Name of Secretary)

2 day of February, 2005

By
President

FRANK ZEINALI
(Print Name of President)

2 day of February, 2005

EXHIBIT "A"

GENERAL SCOPE OF SERVICES FOR PHASES OF PROJECT

(USE WITH LUMP SUM PAYMENT METHOD TO DETERMINE PERCENTAGE OF COMPLETION AND PAYMENT BY TASK ORDER DURING A DESIGNATED PHASE)

These are the minimum requirements for the work to be performed during the phases of the project.

PROGRAMMING PHASE

(a) CONSULTANT shall develop space requirements and program to establish the following detailed requirements for the Project: design objectives, limitations and criteria; space relations; functional responsibilities of personnel; flexibility and expansibility; and special equipment and systems. The Contract Administrator will furnish CITY space standards.

(b) CONSULTANT shall provide and submit space and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

(c) CONSULTANT shall schedule a minimum of ____ hours time to gather documentation and make a determination of requirements to obtain a waiver of the requirements for concurrency.

(d) CONSULTANT shall research all codes, laws, rules, regulations and ordinances pertaining to the property.

(e) CONSULTANT shall provide written cost estimates for the Project and budgeting services based on the above Planning Studies and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services, proposed initial construction cost estimate, initial construction budget and cash flow time line.

1. **PHASE I–SCHEMATIC DESIGN PHASE**

(a) CONSULTANT shall review the Program for this Project to ascertain the requirements of the Project and shall confirm such requirements with the Contract Administrator.

(b) Based on the mutually agreed upon Program, CONSULTANT shall prepare and submit to Contract Administrator for approval (and shall modify and re-submit to Contract Administrator until approved by Contract Administrator if not initially satisfactory) Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components, as well as an initial construction budget revision and cash flow timeline, within the time set forth in the task order. CONSULTANT shall revise the drawings and documents as required to reflect comments from the Contract Administrator.

(c) CONSULTANT shall submit to the Contract Administrator a written Statement of Probable Construction Cost based on current area, volume or other unit costs.

(d) CONSULTANT shall research all applicable codes, ordinances, rules, regulations and requirements of governmental authorities having jurisdiction over the Project.

2. **PHASE II–DESIGN DEVELOPMENT PHASE**

(a) CONSULTANT shall prepare from the approved Schematic Design Documents, and submit to the Contract Administrator for approval (and shall modify and re-submit to the Contract Administrator until approved by the Contract Administrator if not initially satisfactory) the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including Architectural, structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate, all within the time period set forth [herein or in the Program.] CONSULTANT shall consider the availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements and energy conservation.

(b) The Design Development Drawings/Documentation shall consist of but not be limited to the following:

1. Expansion of the Architectural, structural, mechanical and electrical Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through appropriate:

   - Plans, sections and elevations
   - Typical construction details
   - Three dimensional sketches
   - Basic materials and finishes
   - Equipment and furniture layouts and space requirements
   - Basic structural system and dimensions
   - Energy conservation measures
   - Outline Specifications

2. Basic selection of mechanical and electrical equipment and their capabilities.

3. Development scheduling services consisting of reviewing and updating previously established schedules.

4. Written Statement of Probable Construction Cost consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost and Cash Flow Timeline.

5. CONSULTANT shall revise the documents as required to reflect comments from the Contract Administrator.

(c) Consultant shall design the Project to comply with all then existing and applicable codes, laws, rules, regulations and requirements of all governmental authorities having jurisdiction over the Project, and shall take into account all known pending changes to the foregoing.

3. PHASE III-CONTRACT DOCUMENTS PHASE

(a) CONSULTANT shall prepare from the approved Design Development Drawing Documents and submit to the Contract Administrator for approval (and shall modify and re-submit to Contract Administrator until approved by Contract Administrator if not initially satisfactory), the working drawings and specifications setting forth in detail and prescribing the work to be done, the materials, workmanship, finishes and equipment required for the Architectural, structural, mechanical and electrical work and the necessary bidding information (collectively referred to as the "Contract Documents") all within the time period set forth. The Contract Administrator shall be kept informed, in advance and in writing, of any possible adjustments of the probable construction costs or completion schedules indicated by changes in scope, requirements and/or foreseeable market conditions. CONSULTANT shall, in the preparation of the drawings and specifications, take into account all then prevailing codes and regulations governing construction in City of

Key West. Work tasks to accomplish this include but are not limited to the following:

1. Prepare drawings and specifications for construction.

2. Update and revise the probable cost of construction and cash flow timeline.

3. CONSULTANT shall assist CITY in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

(b) The Contract Documents shall be sufficiently complete and include sufficient detail to permit issuance of a building permit and responsive bids obtained.

(c) The Contract Administrator's review and approval of the Contract Documents shall be as to concept only and shall not be deemed review and approval of the technical requirements or aspects thereof.

4. PHASE IV--BIDDING OR NEGOTIATION PHASE

CONSULTANT shall, following the Contract Administrator's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, assist CITY in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts. In the case of phased construction, CITY may authorize bidding of portions of the Project prior to completion of the Construction Documents Phase. CONSULTANT shall provide, but not be limited to, the following tasks:

1. Assist CITY in the preparation of bidding information. CONSULTANT has been provided with a copy of CITY 's Standard Form Construction Documents and agrees to utilize the latest version of said form in the development of the Contract Documents for this Project. Any deviation from the Standard Form Construction Documents must be approved by CITY 's Office of City Attorney.

2. CONSULTANT shall provide a copy of the plans and technical specifications to any governmental agency (such as the Public Health Unit, Department of Natural Resource Protection and local building departments) from which any approvals are required prior to the public notice for the Invitation to Bid.

4. CONSULTANT shall provide to the Contract Administrator six (6) sealed reproducible copy(ies) of the construction drawings and specifications in hard copy and in modifiable electronic format.

4. CONSULTANT shall assist in the bid comparisons to assure that bids are reasonable in cost.

5. PHASE V--CONSTRUCTION CONTRACT ADMINISTRATION PHASE

(a) Construction Phase will commence with the award of the Construction Contract(s) and will not terminate until a Certificate of Occupancy of the completed Project is issued by the applicable jurisdiction, or when final payment is due the Contractor, or in their absence, sixty (60) days from the date of substantial completion. CONSULTANT will administer said Construction Phase according to the terms of this Agreement and in accordance with the duties and responsibilities set forth in the Contract Documents for the duration of the Construction Phase.

(b) CONSULTANT shall consult with and advise CITY and act as its representative as provided in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as defined in said Contract Documents shall not be modified without CONSULTANT's written consent after Project is let out to bid; all of CITY 's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of CITY to the extent provided in said Contract Documents except as otherwise provided in writing.

(c) CONSULTANT shall visit the site at intervals appropriate to the stage of construction, but not less than twice a week during the construction, to familiarize itself in detail with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. On the basis of its on-site observation, CONSULTANT shall exercise the utmost care and diligence with sufficient detail to guard CITY against defects and deficiencies in the work by the Contractor and to determine if the work is proceeding in accordance with all of the requirements of the Contract Documents. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; however, CONSULTANT shall have the duty to give prompt notification in writing to CITY of any failure of the Contractor, of which CONSULTANT may be aware as a result of its observations, to follow and conform to the Contract Documents and specifications, but shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

(d) Review and approve Shop Drawings and samples within the time specifications set forth in the Contract Documents, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; and respond to

Contractor's requests for information or clarification, all of which shall be performed in a prompt and timely manner so as not to delay the performance of the Contractor.

(e) Issue all instructions of the Contract Administrator to Contractor(s); prepare change orders and written summaries in electronic format for their justification as required; assure strict adherence to contract documents and aggressive review of change orders to assure reasonable expenditure of CITY's funds; as CITY 's representative, require special inspection or testing of the work; CONSULTANT shall act as interpreter of the requirements of the Contract Documents and judge of performance thereunder.

(f) Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on its review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing to the Contract Administrator payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to CITY, based on such observations and review, that the work has progressed to the point indicated and that, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its approval), but by approving an application for payment, CONSULTANT will not be deemed to have represented that it has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to CITY free and clear of any lien, claims, security interest or encumbrances.

(g) CONSULTANT shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other person (except its own employees and agents) at the Project site or otherwise performing any of the work of the Project.

(h) CONSULTANT shall prepare Change Orders in compliance with CITY procedures.

(i) CONSULTANT shall conduct inspections to determine if the Project is substantially complete and the date of substantial completion and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and the date of final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate of Payment.

(j) CONSULTANT shall obtain from the Contractor one (1) set of reproducible sealed record drawings and one set in modifiable electronic format prepared

by the Contractor, reflecting conditions based upon actual construction. These drawings shall be reviewed by CONSULTANT for general completeness of information and shall be submitted to and be the property of CITY.

(k) Changes to drawings, documents and/or specifications which are the result of a direct request for changes by CITY for additional or extra work and not in any way a correction or clarification of work done by CONSULTANT or the result of incomplete work required of CONSULTANT shall be deemed "Additional Services" and CONSULTANT shall be reimbursed upon review and approval by CITY.

6. PHASE VI--POST CONSTRUCTION PHASE

CONSULTANT shall assist in the inspection of the Project thirty (30) days before expiration of the two-year construction warranty period and report any defective work under the terms of the guarantee/warranty required by the construction contract. CONSULTANT shall assist CITY with administration of guarantee/warranty for correction of defective work that may be discovered during said guarantee/warranty period.

CITY OF KEY WEST

TASK ORDER No. SANCHEZ-ZEINALI 2004-01

ENGINEERING SERVICES PROJECT No. SZA 2004-3
FINANCE DEPARTMENT No. _____
SOUTH ROOSEVELT BOULEVARD
By
SANCHEZ-ZEINALI & ASSOCIATES, INC.
(CONSULTANT)

A. Scope of Services

Services shall be provided by the CONSULTANT following the terms and conditions listed in the Agreement between the CITY and CONSULTANT dated April 7, 2004. This Task Order shall become a supplement to and part of the Agreement.

B. Time of Completion

Work under this Task Order will begin upon written authorization from the CITY to proceed. The estimated work effort including workdays and expenses is shown in the attached statement entitled TASK ORDER No. SANCHEZ-ZEINALI 2004-01.

C. Compensation

Professional fees for this task order will be as provided in the Agreement as Lump Sum billed per percentage of completion. The amount will not exceed $ 500,000.

D. Acceptance

By signature each party accepts the terms of this Task Order No. SANCHEZ-ZEINALI 2004-01.

SANCHEZ- ZEINALI 2004-01

By: _____
Frank Zeinali, Principal

Date: 2-2-05

City of Key West

By: _____
Julio Avael, City Manager

Date: Feb 1, 2005

Attest: _____
Cheryl Smith, City Clerk

Task Order No. SANCHEZ-ZEINALI 2004-01

SCOPE OF SERVICES
SOUTH ROOSEVELT BOULEVARD RECONSTRUCTION

PROJECT NUMBER NO. PW-0402

A. Scope of Services

The City of Key West is proposing to reconstruct South Roosevelt Boulevard (State Road A1A) from Bertha to approximately 4,400 ft. east of Bertha where it transitions to an existing reconstruction project that is being designed by the Florida Department of Transportation. All work will be in accordance to the latest FHWA and FDOT criteria.

Project Limits – The Project limits will be from Bertha to Station 44+00 or any point that provides for a logical transition. This Project as it is funded by FDOT will not include work on Bertha beyond the logical termini of the project on Bertha.

The project will be implemented as follows:

- **Phase I** – The City (SZA, Inc.) will prepare preliminary plans and submit for City/FDOT approval.
- **Phase II, Plans Production** – Once the preliminary plans have been approved, SZA will proceed to the production of final construction documents. Phase Reviews at 60%, 90% and 100% completed plans will occur. The review entities will be the City and FDOT per the Local Agency Program requirements.
- **Phase III, Post Design** – Post Design services includes assisting the City in the preparation of the bid documents, bidding, bid reviews, pre-bid meeting and construction contract administration. This effort will include shop drawing reviews and responding to contractor's request for information. Work effort will be negotiated with FDOT after the submittal of the 100% contract documents.
- **Phase IV, Construction** – The Consultant will provide construction inspection services or construction monitoring for the City. This effort will be separately negotiated with FDOT at the end Phase II.

Note: *The Consultant will assist the City with all of the coordination efforts in executing the Local Agency Program and its coordination with the Florida Department of Transportation (FDOT) for approvals and project funding.*

PHASE 1 – DESIGN PHASE

1) Roadway Plans – The Consultant will prepare roadway Plans will be prepared in FDOT format at 1"=40'. The project limits will be from the intersection of Bertha/Atlantic Avenue to approximately station 44+00 where it ties to another FDOT Project.

2) Drainage & Permitting – The Consultant will prepare all drainage analysis and drainage plans per FDOT standards. The Consultant will prepare all permit applications, coordinate with the permitting agencies and if needed submit directly to the agencies. Permitting agencies may include:

- South Florida Water Management District
- Department of Environmental & Resource Management
- Army Corps of Engineers
- United States Coast Guard.

All of the agency permitting and plan review fees will be included in the consultant's fee proposal.

3) Landscaping – Landscape work is not anticipated at this time.

d) Seawall Plans – Roadway plans will not include seawall construction plans. The City may pursue this issue separately with FDOT. It is anticipated that a study will be required to establish the need and to secure funding. The wall plans can be included in this project if needed. The replacement of the small retaining wall is included in the fees.

4) LAP coordination & Funding – The Consultant will provide Local Agency Program coordination between the City and FDOT. The consultant will prepare the necessary forms for FDOT approval and programming of the funds in the FDOT Work Program System.

5) Lighting – The Consultant will prepare lighting plans per FDOT standards. There are no specific requirements for lighting as long as they are turtle friendly.

6) Utility Coordination Services – The Consultant will provide total utility coordination services for the City. The Consultant expects to coordinate the effort with eight (8) separate utility companies.

7) Design Survey & Geotechnical Services – It is expected that FDOT will provide any minor updating of the existing information that is available from a previous design.

8) Subsurface Utility Services – An additional 20 vacuum excavation locations is included with this project. The Consultant will obtain the previously established data from FDOT.

9) Cost Estimates and Reports – The consultant will prepare construction cost estimates, time of completion and cash flow time-line projections, engineering costs, inspection costs, and permitting costs.

10) Deliverables will consist of:

1. Roadway Plans in electronic format (Micro-Station& Auto-CADD)
2. Commission presentation in electronic format (Power Point)
3. Project Technical Specifications

11) Phase Reviews – The Consultant will provide 20 copies of plans and documents to the City and the FDOT for reviews. The Consultant will coordinate the FDOT reviews for the City.

B. Time of Completion

This Task Order will be completed within 12 month from the written Notice to Proceed (NTP) date, as follows:

NTP Date	February 2005
30% Plans	May 2005
60% Plans	September 2005
90% Plans	January 2006
100% Plans	February 2006

C. Compensation

Compensation will not exceed $ 500,000 based on the attached fee proposal. Since this Task will be performed with the FDOT LAP funds, the proposed fee has been approved by FDOT.

RESOLUTION NO. 09-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING TASK ORDER NUMBER SANCHEZ-ZEINALI 2004-02 FOR THE DESIGN OF A COMPLETE RECONSTRUCTION OF 400 LINEAR FEET OF SOUTH ROOSEVELT BLVD. IN THE AMOUNT OF $96,940.33 TO SANCHEZ-ZEINALI ASSOCIATIONS, INC.; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached task order number Sanchez-Zeinali 2004-02 for supplemental services on South Roosevelt Boulevard for project number PW-0402 by Sanchez-Zeinali & Associates, Inc. in an amount not to exceed $96,940.33 is hereby approved.

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

Passed and adopted by the City Commission at a meeting held this 7TH day of April, 2009.

Authenticated by the presiding officer and Clerk of the Commission on April 8, 2009.

Filed with the Clerk April 8, 2009.

MORGAN MCPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

GENERAL SERVICES DEPARTMENT MEMORANDUM

EXECUTIVE SUMMARY

TO: **Jim Scholl , City Manager**

FROM: **Annalise Mannix, P.E. Manager of Engineering Services and Environmental Programs**

VIA: **David Fernandez, Assistant City Manager**
Gary Bowman, General Services Director

DATE: **February 24, 2009**

RE: **Change Order for Design Services for South Roosevelt Blvd. Reconstruction**

ACTION STATEMENT

A resolution approving task order number Sanchez-Zeinali 2004-02 for the design of a complete reconstruction of 400 linear feet of South Roosevelt Blvd. in the amount of $96,940.33 to Sanchez Zeinali Associates, Inc.

STRATEGIC PLAN INITIATIVES

The maintenance of our public infrastructure in a cost effective manner to serve the needs of our citizens and visitors is one of our seven priorities outlined in the Strategic Plan. This project attempts to improve our sidewalk and the State's roadway.

Another strategic initiative is to provide transportation and land use for all people with an efficient and pleasurable choice for arriving at one's destination. This project will make driving from home or the airport by bike or car or bus more pleasurable.

BACKGROUND

The State of Florida Department of Transportation (FDOT) programmed funding to reconstruct A1A in Key West. The City Commission at the time did not like the design the state had selected. The state agreed to give the city the funding to design and construct what the City wanted. The City Commission entered into an agreement with the state (LAP FM #250548-4) to design a reconstruction project for 4,500 linear feet South Roosevelt Blvd. adjacent to Smathers Beach on December 12, 2004. The design by Sanchez Zeinali Associates, Inc. is 90% complete.

The State and the City determined that it is in the people's interest for the City to design and construct an additional 400 linear feet of roadway because the state roadway reconstruction project was completed 400 feet to the east of the location at which the City's design begins. That additional 400 feet of roadway also has a seawall. The City entered into another LAP agreement (FM 250548-4) with the state to fund the additional

design, it was approved by the City Commission May, 2008 and a Notice to Proceed was received in January. We now need to execute the additional task order with Sanchez and Zeinali to complete the design of the additional 400 feet.

PURPOSE & JUSTIFICATION

The state determined that South Roosevelt Blvd is below acceptable standards for roadway maintenance and therefore has determined it is in the citizen's best interest o reconstruct the roadway. The design and construction and construction Inspection is fully funded by the State, with the exception of city staff time, which is not reimbursable.

OPTIONS

There are three options for this request. The first is to approve the task order for the project, finalize the design and then bid the project when final grant funds are authorized. The second option is to reject the task order and politely let the state know they can perform the work. A third option of selecting a different vendor is not remotely feasible.

Awarding the task order to Sanchez-Zeinali is desirable because they are currently designing the adjacent roadway project. Any other option will not provide the citizens with an complete project.

The cost of engineering for this project is not excessive. It was reviewed by the state and the Federal Highway Administration to ensure the cost estimate met their standards and it does.

FINANCIAL IMPACT

The total design cost for the project will be $592,129.81, which is the original $495,189.48 task order cost for 4,500 linear feet of roadway plus this $96,940.33 task for 400 linear feet. The FDOT will meet the cost of the project.

RECOMMENDATION

Authorize execution of this task order to Sanchez-Zeinali Associates, Inc.

CITY OF KEY WEST

TASK ORDER No. SANCHEZ-ZEINALI 2004-02

ENGINEERING SERVICES PROJECT No. PW 0402

FINANCE DEPARTMENT No. PW 0402
SOUTH ROOSEVELT BOULEVARD
BY
SANCHEZ-ZEINALI & ASSOCIATES, INC.
(CONSULTANT)

A. Scope of Services
Services shall be provided by the Consultant following the terms and conditions in the agreement between the City and Consultant date April 7th, 2004. This Task Order shall become a supplement to and part of the Agreement. The Scope of Services is attached entitled Scope of Supplemental Services for South Roosevelt Blvd.

B. Time of Completion
Work under this Task Order will begin upon written authorization from the City to proceed. The estimated work effort including workdays and expenses is shown in the attached statement entitled TASK ORDER No. SANCHEZ-ZEINALI 2004-02 Scope of Services.

C. Compensation
Professional fees for this task order will be as provided in the Agreement as Lump Sum billed per percentage of completion. The amount will not exceed $96,940.33.

D. Acceptance
By signature each party accepts the terms of this **Task Order Sanchez-Zeinali 2004-02**

Sanchez-Zeinali Associates, INC.

By: Frank Zeinali

Title President

Date: 2-26-09

City of Key West

J.K. Scholl

Jim Scholl, City Manager

Date: 09 APRIL 2009

Task Order No. Sanchez-Zeinali 2004-02
SCOPE OF SUPPLEMENTAL SERVICES
SOUTH ROOSEVELT BOULEVARD
CITY OF KEY WEST
PROJECT NUMBER NO. PW-0402

A. Scope of Services

The City of Key West is proposing to reconstruct South Roosevelt Boulevard (State Road A1A) from Smathers Beach to a distance of approximately 400 feet east where it transitions to an existing reconstructed project that was complete by the Florida Department of Transportation.

Project Limits – The Project limits will be from Station 44+00 to Station 49+00 or any point that provides for a logical transition. This Project as it is funded by FDOT. The project will improve the existing roadbed, drainage, seawall, lighting and markings.

The project will be implemented as follows:

- Phase I – The Consultant will prepare preliminary plans and submit for City/FDOT approval.
- Phase II, Plans Production – Once the preliminary plans have been approved, SZA will proceed to the production of final construction documents. Phase Reviews at 60%, 90% and 100% completed plans will occur. The review entities will be the City and FDOT per the Local Agency program requirements.
- Phase III, Post Design – Post Design services will be part of the larger project. Work effort will be negotiated after the submittal of the 100% contract documents.
- Phase IV, Construction – The Consultant will provide construction inspection services or construction monitoring for the City. This effort will be separately negotiated with the City as part of the larger project.

LAP Coordination & Funding – The Consultant will provide Local Agency Program coordination between the City and FDOT throughout the design and the construction of this project. The consultant will prepare the necessary forms for FDOT for FDOT approval and programming of the funds in the FDOT system as the project evolves.

Contract Documents

Roadway Plans – Roadway Plans will be prepared in FDOT format at 1"=40'.

Drainage & Permitting – All drainage analysis and plans will be performed per FDOT standards. The Consultant will prepare all permit applications, coordinate with the permitting agencies and if needed submit directly to the agencies. Permitting agencies include:

- South Florida Water Management District
- Department of Environmental & Resource Management
- Army Corps of Engineers
- United States Coast Guard.

All of the agency permitting and plan review fees will be included in the consultant's fee proposal.

Landscaping - Landscaping will be provided only as mitigation for construction impacts to existing landscaping.

Seawall Plans – Roadway plans will include seawall construction plans and coastal analysis.

Lighting – The Consultant will prepare lighting plans per FDOT standards. There are no specific requirements for lighting as long as they are turtle friendly.

Signalization – This work under the LAP agreement does not include any signalization work.

Utility Services – The Consultant will provide total utility coordination services for the City. The Consultant expects to coordinate the effort with eight (8) separate utility companies.

Public Involvement – The Consultant will prepare and execute a Community Awareness Plan (CAP) for this project in accordance with FDOT criteria. It is anticipated that a Level III cap will be required for this project. This may be included in the larger project.

Survey Services –The original Survey will be updated (IF REQUIRED) as well. An estimated fee is included in the proposal for this effort.

Geotechnical Services – This effort includes obtaining soil tests, percolation tests for drainage and borings for the sea walls.

Subsurface Utility Services – Since previous data is available, we estimated that few vacuum excavation locations may be required.

B. Cost Estimates and Reports

The consultant will prepare construction cost estimates, time of completion and cash flow time-lien projections, engineering costs, inspection costs, and permitting costs

C. Deliverables will consist of:

1. Roadway Plans in electronic format (Micro-station & Auto-CADD)
2. Commission presentation in electronic format (Power Point)
3. Project Technical Specifications

Phase reviews- The consultant will provide 20 copies of plans and documents to the City and FDOT for reviews. The Consultant will coordinate the FDOT reviews for the City.

D. Time of Completion

This Task Order is estimated to be completed within 25 weeks from the written Notice to Proceed (NTP) date. It is understood that permitting issues may take longer. The final submittal must be complete by within 245 days unless a revised task is agreed to by the City.

E. Compensation

Compensation will not exceed $96,940.33 based on the attached fee proposal. Since this Task will be preformed with the FDOT LAP funds, the proposed fee has been approved by the FDOT.

Scope of Supplemental Services for South Roosevelt Boulevard

The general scope of the supplemental services for South Roosevelt Boulevard include the addition of the design and plans preparation of a sheet pile wall along the ocean side at the east end of the project (approximately 400 feet). This wall will be connected to the wall which was recently constructed by the FDOT project which began at the east end of our project. In addition, these supplemental services will also include the study, design and plans preparation, if feasible, of a protected pedestrian crossing across South Roosevelt Boulevard. Below is a detailed list of additional services required for the above mentioned modifications, separated by component.

Wave Impact Analysis

- Obtain profiles depicting upland topographic and bathymetric (below water) data extending at least 100 feet seaward of the existing seawall.
- Update expected wave heights and forces on seawall per survey findings
- Calculate depth-limited waves for 1, 2, 5, 10, 20, 25, 50, and 100 year storm surges.
- Estimate local scour seaward of proposed wall.
- Compile report documenting methods, analyses and result of the analyses.

Roadway Plan

- Update typical section sheets to show the new configuration with the sheet pile wall
- Modify the labeling for plan sheets to include the new sheet pile wall
- Update the cross sections to show the proposed sheet pile wall

Environmental Permits

- Determine wetland jurisdictional line
- Coordinate and meet with SFWMD and USACOE for agency verification of wetland data.
- Coordinate with NOAA Fisheries and the Florida Keys National Marine Sanctuary.
- Prepare an Environmental Impact Assessment including benthic survey
- Complete all plans modifications for permit modifications
- Finalize Permit applications including new modifications
- Prepare necessary easement sketches
- Develop mitigation design, including coordination and meetings.
- Attend technical meetings with SFWMD, USACOE, FDOT and local agencies.

Structural Design

- Incorporate report of core borings
- Develop horizontal geometry of proposed sheet pile
- Design sheet pile as a cantilever wall
- Develop vertical geometry for proposed wall
- Prepare construction notes, tables and details

- Complete wall plans and elevations
- Prepare design details for bar lists, bulkhead details and connections to existing wall.
- Update computation book and quantities
- Prepare cost estimate

Signalization

- Collect pedestrian traffic data
- Complete a signal warrant study for pedestrian signal
- Design signalization plans for proposed protected crossing
- Prepare signalization quantities
- Complete signalization notes
- Prepare construction plan for proposed signalization equipment

Name of Consultant

Project Information Sheet

Financial Project Identification Number: 250548-4 **Federal Aid Project Identification Number:** _____

Project Description: State Rd. A1A / South Roosevelt Blvd.

Begin Milepost: 0 **End Milepost:** 0.779 **Project Length:** 0.779 **Miles**

Number of Lanes: 4 **Typical Section:** Urban (Urban / Rural / Int.:) **Lane Configuration:** _____ (Divided / Undivided)

Project Type: Major (Minor / Major) **Access Management Classification:** _____ **Roadway Classification:** _____ (NHS/FIHS/Off Sys.):

CAP Level: _____ **TCP Level:** _____ **Survey Level:** _____

Variances:

1. _____
2. _____
3. _____
4. _____
5. _____

Exceptions:

1. _____
2. _____
3. _____
4. _____
5. _____

Proposed Design Contract Time: _____ months

Project Preliminary Design Specifics:

Roadway	_____	<===Roadway Plan Type (Plan/Profile, Plan Only, etc.)
Drainage	_____	<===Number of Drainage Structures
Utility coordination	_____	<===Number of Effected Utilities
Structures - Bridges	_____	<=== Bridge Structures? (Y/N, number)
Structures - Retaining Walls	_____	<=== Retaining Walls? (Y/N, number)
Structures - Misc. Structures	_____	<=== Miscellaneous Structures? (Y/N, number)
Permits	_____	<===Permits Required (WMD, ACOE, Local Permits, etc.)
Signing and PM	_____	<===Signing & Pavement Marking Plans Required? (Y / N)
Signalization Intersections	_____	<===Number of Intersections Requiring Signals:
Non-Signalized Int.	_____	<===Number of Non-Signalized Intersections
Traffic Control	_____	<===Number of phases requiring detailed phase drawings
Landscaping	_____	<===Landscaping Plans Required? (Y / N)
Right of Way	_____	<===Right Of Way Plans Required? (Y / N)
Lighting	_____	<===Lighting Plans Required? (Y / N)
Architecture	_____	<===Architectural Plans Required? (Y / N)
Geotech	_____	<===Geotechnical Consultant Services Required? (Y / N)
Survey	_____	<===Survey Consultant Services Required? (Y / N)
JPAs	_____	<===JPAs Prepared by Consultant? (Y / N, if so how many?)
Mitigation Plan	_____	<===Mitigation Plans Required? (Y / N)
Specifications Package	_____	<===Specifications Package to be Prepared by Consultant? (Y / N)

Project Staff Hour Summary

Name of Consultant:

State Rd. A1A / South Roosevelt Blvd.
250548-4

Activity No.	Activity	Project Staff Hours													Total Hours
		SZA	BCC	CES		Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	
3	General Task														
4	Roadway Analysis														
5	Roadway Plans	12													12
6	Drainage Analysis														
7	Utility														
8	Permits		120	148											268
9	Structural Analysis Summary	85													85
10	BDR														
11	Temporary Bridge														
12	Short Span Concrete														
13	Medium Span Concrete														
14	Structural Steel														
15	Segmental Concrete														
16	Movable Span														
17	Retaining Walls	186													186
18	Miscellaneous Structures														
19	Signing & Marking Analysis														
20	Signing & Marking Plans														
21	Signalization Analysis	173													173
22	Signalization Plans	25													25
23	Lighting Analysis														
24	Lighting Plans														
25	Landscape Architecture Analysis														
26	Landscape Architecture Plans														
27	Survey - Field and Office Support														
28	Photogrammetry														
29	Mapping														
30	Geotechnical														
31	Architecture														
	Project Total	**481**	**120**	**148**											**749**
27	Survey Field Crew Days														

Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 250548-4

Project Nam State Rd. A1A / South Roosevelt Blvd.

FAP Number:

Date: 2/13/2008

Name of Consultant: Sanchez-Zeinali & Associates

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Project Manager Hours	Project Engineer Hours	Staff Engineer Hours	CADD Specialist Hours	Admin. Hours	Senior Engineerin Hours	Staff Classification 7 Hours	Staff Classification 8 Hours	Staff Classification 9 Hours	Staff Classification 10 Hours	Staff Classification 11 Hours	Staff Classification 12 Hours			PERCENT
3. Project General Tasks																
4. Roadway Analysis																
5. Roadway Plans	12	1	5	4	2	1								13	14	
6. Drainage Analysis																
7. Utilities																
8. Environmental Permits																
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	86	17	34	17	13	4								85	94	
10. Structures - BDR																
11. Structures - Temporary Bridge																
12. Structures - Short Span Concrete																
13. Structures - Medium Span Concrete																
14. Structures - Structural Steel																
15. Structures - Segmental Concrete																
16. Structures - Movable Span																
17. Structures - Retaining Walls	186	37	74	37	28	9								185	204	
18. Structures - Miscellaneous																
19. Signing & Marking Analysis																
20. Signing & Marking Plans																
21. Signalization Analysis	173	35	69	35	26	9								174	191	
22. Signalization Plans	25	3	10	8	4	1								26	29	
23. Lighting Analysis																
24. Lighting Plans																
25. Landscape Architecture Analysis																
26. Landscape Architecture Plans																
27. Survey (Field & Office Support)																
28. Photogrammetry																
29. Mapping																
30. Geotechnical																
31. Architecture Development																
TOTALS	481	93	192	101	73	24								483	532	

Notes:
1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 56 to 84 of this sheet.
3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
4. Formulas under "Total Staff Hours Range" (columns P &Q) may be adjusted to provide desired range.

Field Survey Estimate:

_____ 4-man crew days

FIRM TOTAL 483 532

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL

Financial Project Number: 250548-4 Project Nam State Rd. A1A / South Roosevelt Blvd.

FAP Number: _____ Date: 2/13/2008 Name of Consultant: _____

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Project Engineer	Staff Engineer	CADD Specialist	Admin.	Engineering Technician	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
3. Project General Tasks														
4. Roadway Analysis														
5. Roadway Plans	12	10.0%	40.0%	30.0%	15.0%	5.0%								100.00%
6. Drainage Analysis														
7. Utilities														
8. Environmental Permits														
9. Structure Summary	85	20.0%	40.0%	20.0%	15.0%	5.0%								100.00%
10. Structures - BDR														
11. Structures - Temporary Bridge														
12. Structures - Short Span Concrete														
13. Structures - Medium Span Concrete														
14. Structures - Structural Steel														
15. Structures - Segmental Concrete														
16. Structures - Movable Span														
17. Structures - Retaining Walls	186	20.0%	40.0%	20.0%	15.0%	5.0%								100.00%
18. Structures - Miscellaneous														
19. Signing & Marking Analysis														
20. Signing & Marking Plans														
21. Signalization Analysis	173	20.0%	40.0%	20.0%	15.0%	5.0%								100.00%
22. Signalization Plans	25	10.0%	40.0%	30.0%	15.0%	5.0%								100.00%
23. Lighting Analysis														
24. Lighting Plans														
25. Landscape Architecture Analysis														
26. Landscape Architecture Plans														
27. Survey (Field & Office Support)														
28. Photogrammetry														
29. Mapping														
30. Geotechnical														
31. Architecture Development														

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: State Rd. A1A / South Roosevelt Blvd.
County: Monroe
FPN: 250548-4
FAP No.:

Consult. Name: Sanchez Zamar & Associates
Consult. No. enter consultants proj. number
Date: 2/13/2008
Estimator: F P

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Project Engineer	Staff Engineer	CADD Specialist	Admin.	Senior Engineering Technician	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi- fication 10	Staff Classi-fication 11	Staff Classi-fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$135.00	$120.00	$95.00	$85.00	$55.00										
3. Project General Tasks																#DIV/0!
4. Roadway Analysis																#DIV/0!
5. Roadway Plans	12	1	5	4	2	1								13	$1,300	$100.00
6. Drainage Analysis																#DIV/0!
7. Utilities																#DIV/0!
8. Environmental Permits																#DIV/0!
9. Structure Summary	85	17	34	17	13	4								85	$9,055	$106.53
10. Structures - BDR																#DIV/0!
11. Structures - Temporary Bridge																#DIV/0!
12. Structures - Short Span Concrete																#DIV/0!
13. Structures - Medium Span Concrete																#DIV/0!
14. Structures - Structural Steel																#DIV/0!
15. Structures - Segmental Concrete																#DIV/0!
16. Structures - Movable Span																#DIV/0!
17. Structures - Retaining Walls	188	37	74	37	28	9								185	$19,705	$106.51
18. Structures - Miscellaneous																#DIV/0!
19. Signing & Marking Analysis																#DIV/0!
20. Signing & Marking Plans																#DIV/0!
21. Signalization Analysis	173	35	69	35	26	9								174	$18,515	$106.41
22. Signalization Plans	25	3	10	8	4	1								26	$2,680	$103.08
23. Lighting Analysis																#DIV/0!
24. Lighting Plans																#DIV/0!
25. Landscape Architecture Analysis																#DIV/0!
26. Landscape Architecture Plans																#DIV/0!
27. Survey																#DIV/0!
28. Photogrammetry																#DIV/0!
29. Mapping																#DIV/0!
30. Geotechnical																#DIV/0!
31. Architecture Development																#DIV/0!
Total Staff Hours	481	93	192	101	73	24								483		
Total Staff Cost		$12,555.00	$23,040.00	$9,595.00	$4,745.00	$1,320.00									**$51,255.00**	**$106.12**

Check = $51,255.00

Survey Field Days by Subconsultant

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Provide backup for the expense calculation in a format acceptable to the Department.

SALARY RELATED COSTS:		$51,255.00
OVERHEAD:		
OPERATING MARGIN:		
FCCM (Facilities Capital Cost Money):		
EXPENSES (Note 3):		
Survey (Field - if by Prime)	$ - / day	
SUBTOTAL ESTIMATED FEE:		$51,255.00
Subconsultant: BCC		$12,390.00
Subconsultant: CES		$19,719.13
Subconsultant: Taylor Engineering Inc. (See attached fee Estimate)		$13,576.20
Subconsultant:		
SUBTOTAL ESTIMATED FEE:		**$96,940.33**
Optional Services		
GRAND TOTAL ESTIMATED FEE:		**$96,940.33**

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 250548-4

Project Name: State Rd. A1A / South Roosevelt Blvd.

FAP Number: _____

Date: 2/13/2008

Name of Consultant: _____

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Project Manager Hours	Project Engineer Hours	Staff Engineer Hours	CADD Specialist Hours	Admin. Hours	Senior Engineerin Hours	Staff Classi-fication 7 Hours	Staff Classi-fication 8 Hours	Staff Classi-fication 9 Hours	Staff Classi-fication 10 Hours	Staff Classi-fication 11 Hours	Staff Classi-fication 12 Hours			PERCENT
3. Project General Tasks																
4. Roadway Analysis																
5. Roadway Plans																
6. Drainage Analysis																
7. Utilities																
8. Environmental Permits	120	30	30	30	24	6								120	132	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.																
10. Structures - BDR																
11. Structures - Temporary Bridge																
12. Structures - Short Span Concrete																
13. Structures - Medium Span Concrete																
14. Structures - Structural Steel																
15. Structures - Segmental Concrete																
16. Structures - Movable Span																
17. Structures - Retaining Walls																
18. Structures - Miscellaneous																
19. Signing & Marking Analysis																
20. Signing & Marking Plans																
21. Signalization Analysis																
22. Signalization Plans																
23. Lighting Analysis																
24. Lighting Plans																
25. Landscape Architecture Analysis																
26. Landscape Architecture Plans																
27. Survey (Field & Office Support)																
28. Photogrammetry																
29. Mapping																
30. Geotechnical																
31. Architecture Development																
TOTALS	120	30	30	30	24	6								120	132	

Notes:
1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 56 to 84 of this sheet.
3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
4. Formulas under "Total Staff Hours Range" (columns P &Q) may be adjusted to provide desired range.

Field Survey Estimate:

_____ 4-man crew days

FIRM TOTAL | 120 | 132

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL

Financial Project Number: 250548-4

Project Nam State Rd. A1A / South Roosevelt Blvd.

FAP Number: _____

Date: 2/13/2008

Name of Consultant: _____

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Project Engineer	Staff Engineer	CADD Specialist	Admin.	Engineering Technician	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
3. Project General Tasks														
4. Roadway Analysis														
5. Roadway Plans														
6. Drainage Analysis														
7. Utilities														
8. Environmental Permits	120	25.0%	25.0%	25.0%	20.0%	5.0%								100.00%
9. Structure Summary														
10. Structures - BDR														
11. Structures - Temporary Bridge														
12. Structures - Short Span Concrete														
13. Structures - Medium Span Concrete														
14. Structures - Structural Steel														
15. Structures - Segmental Concrete														
16. Structures - Movable Span														
17. Structures - Retaining Walls														
18. Structures - Miscellaneous														
19. Signing & Marking Analysis														
20. Signing & Marking Plans														
21. Signalization Analysis														
22. Signalization Plans														
23. Lighting Analysis														
24. Lighting Plans														
25. Landscape Architecture Analysis														
26. Landscape Architecture Plans														
27. Survey (Field & Office Support)														
28. Photogrammetry														
29. Mapping														
30. Geotechnical														
31. Architecture Development														

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: State Rd. A1A / South Roosevelt Blvd.
County: Monroe
FPN: 250548-4
FAP No.:

Consult. Name: BCC
Consult. No. 00014
Date: 2/13/2008
Estimator:

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Project Engineer	Staff Engineer	CADD Specialist	Admin.	Senior Engineering	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$138.00	$120.00	395.00	$65.00	$55.00										
3. Project General Tasks																#DIV/0!
4. Roadway Analysis																#DIV/0!
5. Roadway Plans																#DIV/0!
6. Drainage Analysis																#DIV/0!
7. Utilities																#DIV/0!
8. Environmental Permits	120	30	30	30	24	6								120	$12,390	$103.25
9. Structure Summary																#DIV/0!
10. Structures - BDR																#DIV/0!
11. Structures - Temporary Bridge																#DIV/0!
12. Structures - Short Span Concrete																#DIV/0!
13. Structures - Medium Span Concrete																#DIV/0!
14. Structures - Structural Steel																#DIV/0!
15. Structures - Segmental Concrete																#DIV/0!
16. Structures - Movable Span																#DIV/0!
17. Structures - Retaining Walls																#DIV/0!
18. Structures - Miscellaneous																#DIV/0!
19. Signing & Marking Analysis																#DIV/0!
20. Signing & Marking Plans																#DIV/0!
21. Signalization Analysis																#DIV/0!
22. Signalization Plans																#DIV/0!
23. Lighting Analysis																#DIV/0!
24. Lighting Plans																#DIV/0!
25. Landscape Architecture Analysis																#DIV/0!
26. Landscape Architecture Plans																#DIV/0!
27. Survey																#DIV/0!
28. Photogrammetry																#DIV/0!
29. Mapping																#DIV/0!
30. Geotechnical																#DIV/0!
31. Architecture Development																#DIV/0!
Total Staff Hours	120	30	30	30	24	6								120		
Total Staff Cost		$4,050.00	$3,600.00	$2,850.00	$1,560.00	$330.00									$12,390.00	$103.25
														Check =	$12,390.00	

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.
2. Provide backup for the expense calculation in a format acceptable to the Department.

SALARY RELATED COSTS:			$12,390.00
OVERHEAD:			
OPERATING MARGIN:			
FCCM (Facilities Capital Cost Money):			
EXPENSES (Note 2):			
Survey (Field)	4-man crew at $	- / day	
SUBTOTAL ESTIMATED FEE:			**$12,390.00**
Optional Services			
GRAND TOTAL ESTIMATED FEE:			**$12,390.00**

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 250548-4 Project Nam State Rd. A1A / South Roosevelt Blvd.

FAP Number: Date: 2/13/2008 Name of Consultant: CES

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total	Project Manager	Senior Environme	Survey Technician	Cadd Tech	Senior Specialist	Senior Engineerin	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
3. Project General Tasks																
4. Roadway Analysis																
5. Roadway Plans																
6. Drainage Analysis																
7. Utilities																
8. Environmental Permits	148	30	118											148	163	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.																
10. Structures - BDR																
11. Structures - Temporary Bridge																
12. Structures - Short Span Concrete																
13. Structures - Medium Span Concrete																
14. Structures - Structural Steel																
15. Structures - Segmental Concrete																
16. Structures - Movable Span																
17. Structures - Retaining Walls																
18. Structures - Miscellaneous																
19. Signing & Marking Analysis																
20. Signing & Marking Plans																
21. Signalization Analysis																
22. Signalization Plans																
23. Lighting Analysis																
24. Lighting Plans																
25. Landscape Architecture Analysis																
26. Landscape Architecture Plans																
27. Survey (Field & Office Support)																
28. Photogrammetry																
29. Mapping																
30. Geotechnical																
31. Architecture Development																
TOTALS	148	30	118											148	163	

Notes:
1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 56 to 84 of this sheet.
3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
4. Formulas under "Total Staff Hours Range" (columns P &Q) may be adjusted to provide desired range.

Field Survey Estimate:
_____ 4-man crew days

FIRM TOTAL 148 163

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL

Financial Project Number: 250548-4

Project Nam State Rd. A1A / South Roosevelt Blvd.

FAP Number:

Date: 2/13/2008

Name of Consultant:

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Environmental Scientist	Survey Technician	Cadd Tech	Senior Specialist	Engineering Technician	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
3. Project General Tasks														
4. Roadway Analysis														
5. Roadway Plans														
6. Drainage Analysis														
7. Utilities														
8. Environmental Permits	148	20.0%	80.0%											100.00%
9. Structure Summary														
10. Structures - BDR														
11. Structures - Temporary Bridge														
12. Structures - Short Span Concrete														
13. Structures - Medium Span Concrete														
14. Structures - Structural Steel														
15. Structures - Segmental Concrete														
16. Structures - Movable Span														
17. Structures - Retaining Walls														
18. Structures - Miscellaneous														
19. Signing & Marking Analysis														
20. Signing & Marking Plans														
21. Signalization Analysis														
22. Signalization Plans														
23. Lighting Analysis														
24. Lighting Plans														
25. Landscape Architecture Analysis														
26. Landscape Architecture Plans														
27. Survey (Field & Office Support)														
28. Photogrammetry														
29. Mapping														
30. Geotechnical														
31. Architecture Development														

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: State Rd. A1A / South Roosevelt Blvd.
County: Martin
FPN: 250548-4
FAP No.:

Consult. Name: CES
Consult. No. 06014
Date: 2/13/2008
Estimator:

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Senior Environmental Scientist			Senior Specialist	Senior Engineering Technician	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$72.12	$49.97													
3. Project General Tasks																#DIV/0!
4. Roadway Analysis																#DIV/0!
5. Roadway Plans																#DIV/0!
6. Drainage Analysis																#DIV/0!
7. Utilities																#DIV/0!
8. Environmental Permits	148	30	118											148	$6,986	$47.20
9. Structure Summary																#DIV/0!
10. Structures - BDR																#DIV/0!
11. Structures - Temporary Bridge																#DIV/0!
12. Structures - Short Span Concrete																#DIV/0!
13. Structures - Medium Span Concrete																#DIV/0!
14. Structures - Structural Steel																#DIV/0!
15. Structures - Segmental Concrete																#DIV/0!
16. Structures - Movable Span																#DIV/0!
17. Structures - Retaining Walls																#DIV/0!
18. Structures - Miscellaneous																#DIV/0!
19. Signing & Marking Analysis																#DIV/0!
20. Signing & Marking Plans																#DIV/0!
21. Signalization Analysis																#DIV/0!
22. Signalization Plans																#DIV/0!
23. Lighting Analysis																#DIV/0!
24. Lighting Plans																#DIV/0!
25. Landscape Architecture Analysis																#DIV/0!
26. Landscape Architecture Plans																#DIV/0!
27. Survey																#DIV/0!
28. Photogrammetry																#DIV/0!
29. Mapping																#DIV/0!
30. Geotechnical																#DIV/0!
31. Architecture Development																#DIV/0!
Total Staff Hours	148	30	118											148		
Total Staff Cost		$2,163.60	$4,822.66												$6,986.26	$47.20

Check = $6,986.26

SALARY RELATED COSTS:			$6,986.26
OVERHEAD:	158.00%		$11,038.29
OPERATING MARGIN:	12%		$838.35
FCCM (Facilities Capital Cost Money):	0.170%		$11.88
EXPENSES (Note 2):	12.00%		$838.35
Survey (Field - if by Prime)	3-person crew hours @	/ hour	
SUBTOTAL ESTIMATED FEE:			**$19,713.13**
Optional Services			
GRAND TOTAL ESTIMATED FEE:			**$19,713.13**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.
2. Provide backup for the expense calculation in a format acceptable to the Department.

Project Activity 5: Roadway Plans

Estimator:

State Rd. A1A / South Roosevelt Blvd.
250548-4

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet					
5.2	Summary of Pay Items-including Quantity Input		Sheet					
5.3	Drainage Map	100	Sheet					
5.4	Interchange Drainage Map		Sheet					
5.5	Typical Section Sheets		Sheet	1	4	1	4	Update details
5.6	General Notes/Pay Item notes		Sheet					
5.7	Summary of Quantities		Sheet					
5.8	Box Culvert Data Sheet		Sheet					
5.9	Bridge Hydraulics Recommendation Sheets		Sheet					
5.10	Summary of Drainage Structures		Sheet					
5.11	Optional Pipe/ Culvert Material		Sheet					
5.12	Project Layout		Sheet					
5.13	Plan/Profile Sheet		Sheet					
5.14	Profile Sheet		Sheet					
5.15	Plan Sheet		Sheet	1	2	1	2	Update labeling
5.16	Special Profile		Sheet					
5.17	Back of Sidewalk Profile Sheet		Sheet					
5.18	Interchange Layout Sheet		Sheet					
5.19	Ramp Terminal Details (Plan View)		Sheet					
5.20	Intersection Layout Details		Sheet					
5.21	Miscellaneous Detail Sheets		Sheet					
5.22	Drainage Structure Sheet (per Structure)		EA					
5.23	Miscellaneous Drainage Detail Sheets		Sheet					

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
5.24	Lateral Ditch Plan/Profile		Sheet					
5.25	Lateral Ditch Cross sections		EA					
5.26	Retention/Detention Ponds Detail Sheet		Sheet					
5.27	Retention Pond Cross Sections		EA					
5.28	Cross-section Pattern Sheet		Sheet					
5.29	Roadway Soil Survey Sheet		Sheet					
5.30	Cross Sections		EA	7	0.5		4	
5.31	Traffic Control Plan Sheets		Sheet					
5.32	Traffic Control Cross Section Sheets		EA					
5.33	Traffic Control Detail Sheets		Sheet					
5.34	Utility Adjustment Sheets		Sheet					
5.35	Selective Clearing and Grubbing		Sheet					
5.36	Erosion Control Plan		Sheet					
5.37	SWPPP		Sheet					
5.38	Project Control Network Sheet		Sheet					
5.39	Interim Standards		LS	1				
5.40	Utility Verification Sheet (SUE data)		Sheet					
Roadway Plans Technical Subtotal						2	10	
5.41	Quality Assurance/Quality Control		LS	%	5%		1	
5.42	Supervision		LS	%	5%		1	
5. Roadway Plans Total						2	12	

Project Activity 8: Environmental Permits

Estimator:

State Rd. A1A / South Roosevelt Blvd.
250548-4

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Preliminary Project Research	LS	1			
8.2	Complete Permit Involvement Form	LS	1			
8.3	Establish Wetland Jurisdictional Lines	LS	1	36	36	8 hours for BCC to Transfer information to CAD format + 28 hours for CES for an Environmental Impact Assessment that will include a benthic survey, functional analysis and assessment of impact. The deliverable will be a report that can accompany the permit application.
8.4	Agency Verification of Wetland Data	LS	1	24	24	CES - Coordination and site visit with SFWMD and the USACOE. NOAA Fisheries and the Florida Keys National Marine Sanctuary will also need to be included.
8.5	Complete And Submit All Required Permit Applications	LS	1	56	56	16 hours for BCC to modify permit application and complete additional section to include added scope for seawall + 40 hours for CES to assist with permit applications, provide input for RAI responses and coordination with agencies for T&E species.
8.6	Prepare Dredge and Fill Sketches	LS	1	27	27	BCC - Setup 6 Hrs.; 5 X-Sect (Assume 300' to 400' of wall with X-Sect @ 100') * 3 Hr./Ea = 15 Hrs. ; 1 Plan Sheet @ 6 Hrs. = 6 Hrs. Grand Total = 6+15+6 = 27 Hrs.
8.7	Prepare USCG Permit Sketches	LS	1			Not needed
8.8	Prepare Easement Sketches	LS	1	12	12	BCC - Modify items prepared on 8.6. Assume 2 Hr per item * 6 = 12 Hrs.
8.9	Prepare R/W Occupancy Sketches	LS	1			
8.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches	LS	1			
8.11	Prepare Tree Permit Information	LS	1			
8.12	Mitigation Coordination and Meetings	LS	1	12	12	BCC - Assume 2 meetings @ 6 Hrs/Each = 12 Hrs.
8.13	Mitigation Design	LS	1	40	40	CES - 40 hours to develop plan and obtain agency approval
8.14	Environmental Clearances	LS	1			
	Environmental Permits Technical Subtotal				**207**	
8.15	Technical Meetings	LS	1	36	36	Meetings are listed below - BCC
8.16	Quality Assurance/Quality Control	LS	%	5%	10	BCC
8.17	Supervision	LS	%	5%	10	BCC
	Environmental Permits Nontechnical SubTotal				**56**	
8.18	Coordination	LS	%	2%	5	BCC
	8. Environmental Permits Total				**268**	

Technical Meetings					PM Attendance at Meeting Required? Yes / No
WMD	EA	2	8	16	no
ACOE	EA	1	4	4	no
USCG	EA				no
USFWS	EA				no
FFWCC	EA				no
FDOT	EA	2	4	8	no
Other meetings	EA	2	4	8	no
Subtotal technical meetings				**36**	
Progress Meetings	EA				
Phase Review Meetings	EA				
Total Meetings				**36**	Project manager meetings =

Carries to 8.16

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

State Rd. A1A / South Roosevelt Blvd.
250548-4

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Index of Drawings	sheet					
9.2	Project Layout	sheet					
9.3	General Notes and Bid Item Notes	sheet					
9.4	Incorporate FDOT Standards	sheet					
9.5	Incorporate Report of Core Borings	sheet	2	1	2	2	
9.6	Existing Bridge Plans	LS	1				
9.7	Computation Book and Quantities	LS	1	12		12	
9.8	Cost Estimate	LS	1	8		8	
9.9	Technical Special Provisions	LS	1				
	Structures - Miscellaneous Tasks & Drawings Subtotal				2	20	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1										
10-16	Bridge 2										
10-16	Bridge 3										
17	Retaining Walls	186								186	
18	Miscellaneous Structures										
	Structures Technical Subtotals	186								186	

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	EA	2	10	20	
9.11	Technical Meetings	EA	2	10	20	With FDOT and the City, 1 people @ 10 hours each
9.12	Quality Assurance / Quality Control	LS	%	5%	10	
9.13	Independent Peer Review	LS	%			
9.14	Supervison	LS	%	5%	10	
	Structures Non-Technical Subtotal				60	
9.15	Coordination	LS	%	2%	5	
	9. Structures - Miscellaneous Tasks & Drawings, Non-Technical, & Coordination Total				85	

Project Activity 17: Retaining Walls

Estimator:

State Rd. A1A / South Roosevelt Blvd.
250548-4

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements						
17.1	Key Sheet	Sheet	1		1		
17.2	Horizontal Wall Geometry	Per Wall	1	8		8	Curved Alignment
	Permanent Proprietary Walls						
17.3	Vertical Wall Geometry	Per Wall					
17.4	Semi-Standard Drawings	Sheet					
17.5	Wall Plan and Elevations (Control Drawings)	Sheet					
17.6	Details	Sheet					
	Temporary Proprietary Walls						
17.7	Vertical Wall Geometry	Per Wall					
17.8	Semi-Standard Drawings	Sheet					
17.9	Wall Plan and Elevations (Control Drawings)	Sheet					
17.10	Details	Sheet					
	Cast in Place Retaining Walls						
17.11	Design	EA Design					
17.12	Vertical Wall Geometry	EA Wall					
17.13	General Notes	Sheet					
17.14	Wall Plan and Elevations (Control Drawings)	Sheet					
17.15	Sections and Details	Sheet					
17.16	Reinforcing Bar List	Sheet					

Project Activity 17: Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Other Retaining Walls							
17.17	Design	EA Design	1	32		32	Includes 32 hours for design of cantilever wall.
17.18	Vertical Wall Geometry	EA Wall	1	16		16	Constant offset and constant cross-slope
17.19	General Notes, Tables & Misc. Details	Sheet	1	24	1	24	Notes and details for Steel Sheet piles
17.20	Wall Plan and Elevations	Sheet	1	28	1	28	Includes Index and Bid Item notes
17.21	Details	Sheet	3	26	3	78	Barlists, Bulkhead Details, Connect to existing wall
17. Retaining Walls Total					**6**	**186**	

Project Activity 21: Signalization Analysis

Estimator:

State Rd. A1A / South Roosevelt Blvd.
250548-4

Task No.	Task	Units	No. of	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	20	20	12 hours count plus 8 hours traveling
21.2	Traffic Data Analysis	PI	2			
21.3	Signal Warrant Study	LS	1	60	60	
21.4	System Timings	LS	1			
21.5	Reference and Master Signalization Design File	PI	1	36	36	
21.6	Reference and Master Interconnect Communication Design File	LS	1			
21.7	Overhead Street Name Sign Design	EA				
21.8	Pole Elevation Analysis	LS	1			
21.9	Traffic Signal Operation Report	LS	1			
21.10	Quantities	LS	1	6	6	
21.11	Cost Estimate	LS	1	3	3	
21.12	Technical Special Provisions	LS	1			
Signalization Analysis Technical Subtotal					125	
21.13	Field Reviews	LS	1	20	20	2 meetings at 10 hours traveling plus 2 hours meeting each
21.14	Technical Meetings	LS	1	13	13	1 meeting at Key West @ 10 hours and one at FDOT at 3 hours
21.15	Quality Assurance/Quality Control	LS	%	5%	6	
21.16	Independent Peer Review	LS	%	5%	6	
21.17	Supervision	LS	%			
Signalization Analysis Nontechnical Subtotal					45	
21.18	Coordination	LS	%	2%	3	
19. Signalization Analysis Total					173	

Project Activity 22: Signalization Plans

Estimator:

State Rd. A1A / South Roosevelt Blvd.
250548-4

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	4	1	4	
22.2	Summary of Pay Items-including CES Input		Sheet					
22.3	Tabulation of Quantities		Sheet	1	8	1	8	
22.4	General Notes/Pay Item notes		Sheet	1	4	1	4	
22.5	Plan Sheet		Sheet	1	4	1	4	
22.6	Interconnect Plans		Sheet					
22.7	Traffic Monitoring Site		EA					
22.8	Guide Sign Work Sheet		EA					
22.9	Special Details		Sheet					
22.10	Special Service Point Details		EA					
22.11	Mast Arm / Monotube Tabulation Sheet		PI	1	3		3	
22.12	Strain Pole Schedule		PI					
22.13	TCP Signal (Temporary)		EA					
22.14	Temporary Detection Sheet		PI					
22.15	Utility Conflict Sheet		Sheet					
22.16	Interim Standards		LS	1				
Signalization Plans Technical Subtotal						4	23	
22.17	Quality Assurance/Quality Control		LS	%	5.00%		1	
22.18	Supervision		LS	%	5.00%		1	
22. Signalization Plans Total						4	25	

RESOLUTION NO 06-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE USE OF TWO FEET OF THE BRIDLE PATH AND TWO FEET OF THE PROMENADE IN ORDER TO EXPAND EXISTING TRAVEL LANES ALONG SOUTH ROOSEVELT BOULEVARD, PROVIDING FOR AN EFFECTIVE DATE

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

Section 1 That the use of two feet of the Bridle Path and two feet of the Promenade is hereby authorized in order to expand existing travel lanes

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

Passed and adopted by the City Commission at a meeting held this 22 day of February, 2006

Authenticated by the presiding officer and Clerk of the Commission on February 23, 2006

Filed with the Clerk February 23, 2006

MORGAN McPHERSON, MAYOR

ATTEST

CHERYL SMITH, CITY CLERK

MEMORANDUM

To. Julio Avael, City Manager

From Roland Flowers, P E , and City Engineer

Date February 14, 2006

Subject Resolution authorizing the use of up to 2' of the bridle path and 2 feet of the promenade for reconstruction of South Roosevelt Boulevard

ACTION STATTEMENT

Approve the use of up to 2 feet of the Bridle path and 2 feet of the promenade on South Roosevelt Boulevard to expand the existing travel lanes

STRATEGIC PLAN/BUSINESS PLAN

The City's strategic plan has two elements that are addressed by reconstructing South Roosevelt Boulevard The infrastructure and Mobility components with Key Intended Outcomes of improving our city's ADA accessibility, improving the safety our city sidewalks and streets thereby lowering number of lawsuits against the city and increased bicycle and pedestrian usage

BACKGROUND

The City of Key West and the Florida Department of Transportation (FDOT) are in the final planning stages for the South Roosevelt Project FDOT plans are complete and their project is currently under construction At issue is the required width needed to construct the proposed typical section In order to have the required width for a new four lane road, one parking lane with new curbs and gutters on South Roosevelt Boulevard, an additional four feet of right-of-way is needed To acquire the extra footage Engineering Services and the City's consultant (Sanchez-Zeinali & Associates) are recommending using 2 feet of the Bridle path and 2 feet of the promenade On February 10, 2006 I hosted a community meeting in conjunction with the City's' consultant to review the proposal with the residents and businesses along the affected corridor as well as any interested parties Approximately 70 people attended the meeting including Commissioner Kohlage and Assistant City Manager John Jones and the general consensus was that using 2 feet of the bridle path and 2 feet of the promenade to obtain the necessary road widths was not an issue Three other items the City's' consultant has been directed to review, as a result of the meeting, are the geometry and safety at the intersection of A1A and Bertha Street, the possibility of crosswalks at Key West by the Sea and Sheraton Suites and traffic calming devices

Options

1 Maintain the existing full width of the promenade (approximately 18') This will require that the location of the curb and gutter for the South bound lanes be moved up to 4' to the North

Advantages/Disadvantages

1 Cutting back the bridle path will keep the promenade at its existing 18' width, reducing any safety problems with pedestrians, bicyclists, joggers and roller bladders
2 The disadvantage is it will impact a lot of trees on the North side of the road and it will bring the remaining trees closer to the edge of pavement

2 Leave the curb and gutter on the North side of the South bound lanes in its existing location (City's right-of-way) and reducing the width of the promenade between 2' and 4' to fit the proposed typical section The width of the new promenade will be about 14' to 16' wide

Advantages/Disadvantages

1 This will have no impact to the existing trees on the North side of the road
2 The disadvantage is this will change the width of the promenade from 18' to between 14' and 16'

3 Provide a 16' wide promenade to match the project north of our section This will require the location of the curb and gutter for the South bound lanes be moved about 2' to the North towards the bridle path

Advantages/Disadvantages

1 The expected impact to the trees on the West side of the street will be minimal Any trees impacted will be relocated
2 The disadvantage is the promenade will be reduced up to 2 feet in width

Financial Issues

There are no finical issues The South Roosevelt Project if funded with a Local Agency Program (LAP) agreement through the Florida Department of Transportation (FDOT)

Recommendation

Option 3 authorizing the use of up to 2' of the bridle path and 2 feet of the promenade for reconstruction of South Roosevelt Boulevard

RESOLUTION NO. 12-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE DESIGN OF A SIDEWALK ON THE NORTH SIDE OF SOUTH ROOSEVELT BLVD., USING UP TO SIX (6) FEET OF THE BRIDLE PATH, TO BE INCLUDED IN THE SOUTH ROOSEVELT BLVD. RECONSTRUCTION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 06-073, the City Commission approved the reconstruction of 4,100 lf of South Roosevelt Blvd adjacent to Smathers Beach, including use of two (2) feet of the Bridle Path, for curbs and gutters, programmed for construction in 2016; and

WHEREAS, staff recommends the construction of sidewalks, with street lights, on the north side of South Roosevelt Blvd, which would require a total of eight (8) feet of the Bridle Path; and

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

Section 1: That the City Commission hereby authorizes the design of a sidewalk on the north side of South Roosevelt Blvd, using up to six (6) feet of the bridle path, as part of the South Roosevelt Blvd. Reconstruction project.

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

Passed and adopted by the City Commission at a meeting held this 7th day of February, 2012.

Authenticated by the presiding officer and Clerk of the Commission on February 8, 2012.

Filed with the Clerk February 8, 2012.

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager – Operations
Mark Finigan, Asst. City Manager - Administration

FROM: Doug Bradshaw, Senior Project Manager

DATE: January 18, 2012

SUBJECT: South Roosevelt Sidewalks: Design Direction

ACTION STATEMENT:
A resolution approving the construction of a sidewalk on the north side as a part of the South Roosevelt reconstruction project. Included in this work is the installation of two crosswalks. This resolution will permit the use of 6 feet of the Bridle Path for the installation of the sidewalks. The total encroachment into the Bridle Path will total 8 feet behind the existing curb and gutter.

BACKGROUND:
The design of the repairs of 4,100 lf of South Roosevelt adjacent to Smathers Beach is in the design phase with construction programmed for 2016. Resolution 06-073 permitted 2 feet of the Bridle Path to be used to install curbs and gutters. The current design calls for streetlights along the north-side which require an additional 5 feet of Bridle Path (7 feet behind the existing curb and gutter). City Staff is recommending that sidewalks be added to this project. Sidewalks will require an additional 6 feet of Bridle Path (8 feet behind the existing curb and gutter). As a part of this work, some existing palm trees will have to be relocated and landscaping will be modified. On 'non-city/non-county' portions of the Bridle Path(Sheraton and Key West By the Sea) the city will have to obtain easement/titles to the property upon concurrence of the property owners.

The following standards concerning FDOT Sidewalks should be noted:

"The minimum width of a side walk shall be 5 feet on both curb and gutter and flush shoulder roadways. The minimum separation for a 5 foot sidewalk from the back of curb is 2 feet. If the sidewalk is located adjacent to the curb, the minimum width of sidewalk is 6 feet"

PURPOSE & JUSTIFICATION:
The installation of sidewalks and cross walks on the north-side of South Roosevelt Blvd will address significant safety issues with pedestrians crossing the roadway. Currently

high pedestrian volumes are noted from the Sheraton Hotel and the Parking lot area. Sidewalks will enable them to walk to the appropriate crosswalk.

OPTIONS:
There are three (3) options:

1. Leave the current design of street lights only and allow an additional 5 feet of Bridle Path be committed to the project. Encroachment into the Bridle Path will be 7 feet behind the existing curb and gutter.
2. Modify the current design and install sidewalks along with streetlights on the north side. An additional 6 feet of Bridle Path will be required. Encroachment into the Bridle will be 8 feet behind the existing curb and gutter.
3. Do not install sidewalks or street lights on the north side of South Roosevelt Blvd. All streetlights will be located on the South sided. Encroachment into the Bridle Path will be the 2 foot already approved under Resolution 06-073

FINANCIAL IMPACT:

Design of this project is funded under a $596,940 dollar Lap Grant and the current plans are 90% complete. These changes will be covered under the Lap Grant.

RECOMMENDATION:

Staff recommends that option (2) be approved.

RESOLUTION NO 06-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE USE OF TWO FEET OF THE BRIDLE PATH AND TWO FEET OF THE PROMENADE IN ORDER TO EXPAND EXISTING TRAVEL LANES ALONG SOUTH ROOSEVELT BOULEVARD, PROVIDING FOR AN EFFECTIVE DATE

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Passed and adopted by the City Commission at a meeting held this 22 day of February, 2006

Authenticated by the presiding officer and Clerk of the Commission on February 23, 2006

Filed with the Clerk February 23, 2006

MORGAN McPHERSON, MAYOR

ATTEST

CHERYL SMITH, CITY CLERK

MEMORANDUM

To. Julio Avael, City Manager

From Roland Flowers, P E , and City Engineer

Date February 14, 2006

Subject Resolution authorizing the use of up to 2' of the bridle path and 2 feet of the promenade for reconstruction of South Roosevelt Boulevard

ACTION STATTEMENT

Approve the use of up to 2 feet of the Bridle path and 2 feet of the promenade on South Roosevelt Boulevard to expand the existing travel lanes

STRATEGIC PLAN/BUSINESS PLAN

The City's strategic plan has two elements that are addressed by reconstructing South Roosevelt Boulevard The infrastructure and Mobility components with Key Intended Outcomes of improving our city's ADA accessibility, improving the safety our city sidewalks and streets thereby lowering number of lawsuits against the city and increased bicycle and pedestrian usage

BACKGROUND

The City of Key West and the Florida Department of Transportation (FDOT) are in the final planning stages for the South Roosevelt Project FDOT plans are complete and their project is currently under construction At issue is the required width needed to construct the proposed typical section In order to have the required width for a new four lane road, one parking lane with new curbs and gutters on South Roosevelt Boulevard, an additional four feet of right-of-way is needed To acquire the extra footage Engineering Services and the City's consultant (Sanchez-Zeinali & Associates) are recommending using 2 feet of the Bridle path and 2 feet of the promenade On February 10, 2006 I hosted a community meeting in conjunction with the City's' consultant to review the proposal with the residents and businesses along the affected corridor as well as any interested parties Approximately 70 people attended the meeting including Commissioner Kohlage and Assistant City Manager John Jones and the general consensus was that using 2 feet of the bridle path and 2 feet of the promenade to obtain the necessary road widths was not an issue Three other items the City's' consultant has been directed to review, as a result of the meeting, are the geometry and safety at the intersection of A1A and Bertha Street, the possibility of crosswalks at Key West by the Sea and Sheraton Suites and traffic calming devices

Options

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Advantages/Disadvantages

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Advantages/Disadvantages

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Advantages/Disadvantages

1 The expected impact to the trees on the West side of the street will be minimal Any trees impacted will be relocated
2 The disadvantage is the promenade will be reduced up to 2 feet in width

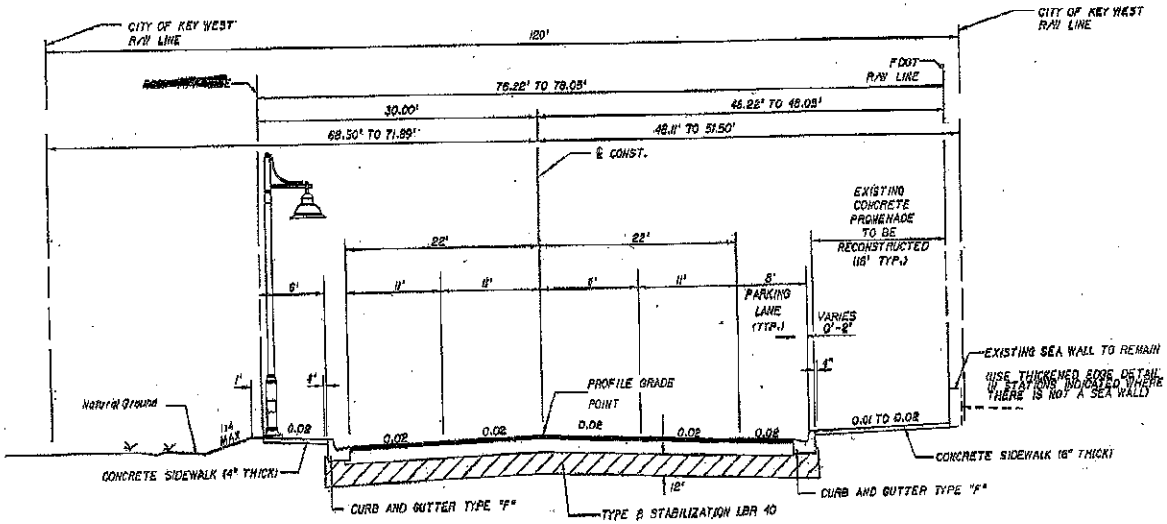
Financial Issues

There are no finical issues The South Roosevelt Project if funded with a Local Agency Program (LAP) agreement through the Florida Department of Transportation (FDOT)

Recommendation

Option 3 authorizing the use of up to 2' of the bridle path and 2 feet of the promenade for reconstruction of South Roosevelt Boulevard

5'



TYPICAL SECTION

SR A1A (SOUTH ROOSEVELT BOULEVARD)

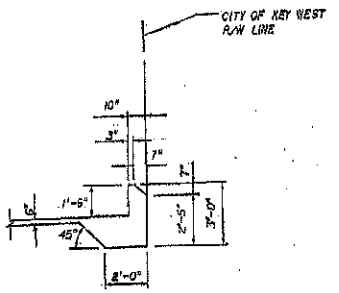
STA. 10+93.72 TO STA. 51+95.00

TRAFFIC DATA

CURRENT YEAR = 2006 AADT= 11,500
ESTIMATED OPENING YEAR = 2008 AADT= 11,800
ESTIMATED DESIGN YEAR = 2028 AADT= 14,200
K = 10.04% D= 56.02% T=3.12%
DESIGN SPEED = 40 MPH.

NEW CONSTRUCTION

OPTIONAL BASE GROUP 9 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2.5")
AND FRICTION COURSE FC-9.5 (1") (RUBBER)



STD. THICKENED EDGE AND PARAPET WALL DETAIL

COST OF THICKENED EDGE AND PARAPET WALL TO BE INCLUDED IN COST OF SIDEWALK
FROM STA. 11+84.66 TO STA. 12+68.12
FROM STA. 48+25.22 TO 51+97.64

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

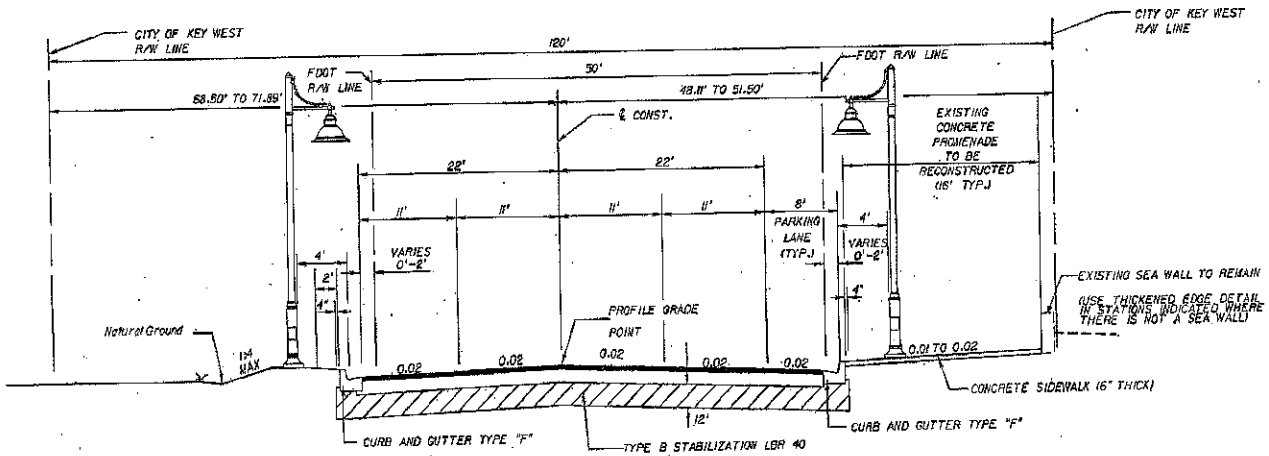
S Z & A

CITY OF KEY WEST
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	MONROE	250548-4

TYPICAL SECTION

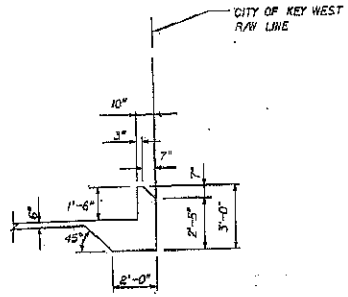
SHEET NO. 9



TYPICAL SECTION

SR A1A (SOUTH ROOSEVELT BOULEVARD)

STA. 10+93.72 TO STA. 51+95.00



STD. THICKENED EDGE AND PARAPET WALL DETAIL

COST OF THICKENED EDGE AND PARAPET WALL TO BE INCLUDED IN COST OF SIDEWALK

FROM STA. 11+84.66 TO STA. 12+68.12

FROM STA. 48+25.22 TO 51+97.64

TRAFFIC DATA

CURRENT YEAR = 2006 AADT= 11,500

ESTIMATED OPENING YEAR = 2008 AADT= 11,800

ESTIMATED DESIGN YEAR = 2028 AADT= 14,200

K = 10.04% D= 56.02% T=3.12%

DESIGN SPEED = 40 MPH.

NEW CONSTRUCTION

OPTIONAL BASE GROUP 9 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC C)(2.5") AND FRICTION COURSE FC-9.5 (1")(RUBBER)

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

SZ & A

SANCHEZ, ZETWAY & ASSOCIATES
10303 NW 41st STREET SUITE 103
MIAMI, FLORIDA 33178
(305) 477-4767
CERTIFICATE OF AUTHORIZATION NO. 7848
ENGINEER OF RECORD
FRANK PANCIELAS, P.E.
P.E. LICENSE NO. 55448

CITY OF KEY WEST
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR A1A	MONROE	250548-4

CURRENT DESIGN
NO SIDEWALK ON NORTH SIDE
LIGHTS ON BOTH SIDES OF ROAD

SHEET NO. 9

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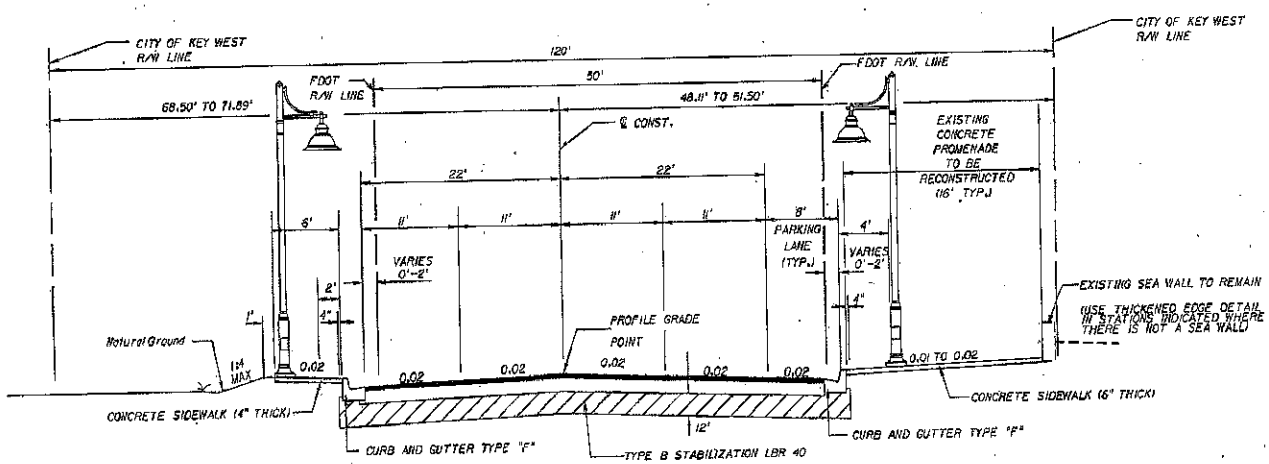
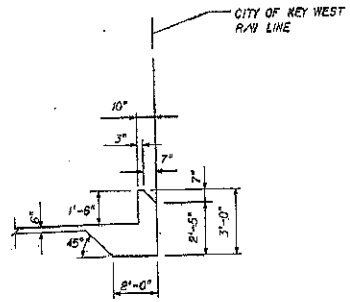


TYPICAL SECTION

SR AIA (SOUTH ROOSEVELT BOULEVARD)

STA. 10+93.72 TO STA. 51+95.00



STD. THICKENED EDGE AND PARAPET WALL DETAIL

COST OF THICKENED EDGE AND PARAPET WALL TO BE INCLUDED IN COST OF SIDEWALK

FROM STA. 11+84.66 TO STA. 12+68.12

FROM STA. 48+25.22 TO 51+97.64

TRAFFIC DATA

CURRENT YEAR = 2006 AADT= 11,500

ESTIMATED OPENING YEAR = 2008 AADT= 11,800

ESTIMATED DESIGN YEAR = 2028 AADT= 14,200

K = 10.04% D= 56.02% T=3.12%

DESIGN SPEED = 40 MPH.

NEW CONSTRUCTION

OPTIONAL BASE GROUP 9 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC C)(2.5") AND FRICTION COURSE FC-9.5 (1")(RUBBER)

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

S Z & A

SANCHEZ, ZEINALY & ASSOCIATES
10205 NW 41st STREET SUITE 106
MIAMI, FLORIDA 33178
(305) 477-4169
CERTIFICATE OF AUTHORIZATION NO. 1640
ENGINEER OF RECORD
FRANK PONTEZA, P.E.
P.E. LICENSE NO. 55165

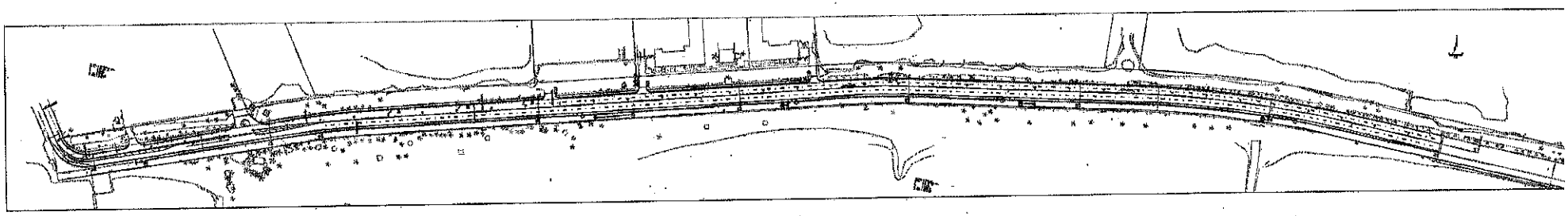
CITY OF KEY WEST
PUBLIC WORKS DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR AIA	MONROE	250548-4

ALTERNATIVE DESIGN
SIDEWALK ON NORTH SIDE
LIGHTS ON BOTH SIDES OF ROAD

SHEET NO. 9

1/12/2012 10:43:50 AM Z:\FDOT\250548\BIDS\roadway\typard01.dgn



RESOLUTION NO. 12-191

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO SCHEDULE COMMENCMENT OF THE SOUTH ROOSEVELT BOULEVARD CONSTRUCTION PROJECT TO COINCIDE WITH THE COMPLETION OF NORTH ROOSEVELT BOULEVARD CONSTRUCTION PROJECT; REQUESTING FDOT OVERSIGHT, MANAGEMENT AND CONSTRUCTION FUNDING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation is developing plans to reconstruct and improve parts of South Roosevelt Boulevard, between Bertha Street and the east end of Smathers Beach, in Key West; and

WHEREAS, in order to complete construction in a timely manner, it is reasonable to program the funding and commence construction at the earliest possible date;

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

Section 1: That the City Commission hereby requests FDOT to schedule commencement of the South Roosevelt Boulevard construction project to coincide with completion of the North Roosevelt Boulevard construction project.

Section 2: That the City Commission further requests that FDOT program funding for FDOT oversight, management and construction of the project.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 5th day of June, 2012.

Authenticated by the presiding officer and Clerk of the Commission on June 5, 2012.

Filed with the Clerk June 6, 2012.

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager

FROM: Birchard Ohlinger, P.E., Engineering

CC: E. David Fernandez, Assistant City Manager

DATE: June 5, 2012

SUBJECT: Reconstruction of South Roosevelt Blvd from Bertha to east end of Smathers Beach: FDOT Programing

ACTION STATEMENT:

The City of Key West request FDOT to program the reconstruction of South Roosevelt Boulevard (from Berth Street to east end of Smathers Beach) to commence upon completion of the FDOT North Roosevelt Boulevard Project.

BACKGROUND:

Reconstruction of South Roosevelt Boulevard (from Bertha Street to the east end of Smathers Beach) has been in the design phase since 8 April 2004. This design is being funded by a FDOT grant. The City has not been able to complete final design plans because of the uncertainty in funding for construction and changing design standards.

The existing condition of South Roosevelt is considered poor due to storm water drainage problems, failing asphalt, lack of lane striping and poor lighting. An overlay of this section of the road is scheduled as part of the North Roosevelt project, but the overlay is only considered a patch and will not correct the underlying problems of the failing subbase and stormwater flooding.

PURPOSE & JUSTIFICATION:

Currently, FDOT has indicated that the construction is not programmed any earlier then 2015. Because of the condition of the road the City encourages FDOT to move up the programming for construction to coincide with the completion of North Roosevelt.

OPTIONS:

1. The City Commission can approve the Action Statement
2. The City Commission can disapprove the Action Statement
3. The City Commission can modify the Action Statement

FINANCIAL IMPACT:

It is anticipated that FDOT will fully fund the reconstruction of South Roosevelt Blvd

RECOMMENDATION:
City Staff recommends approval of the Action Statement