RESOLUTION NO. 11-327

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING THE ATTACHED "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ ENGINEERING/ARCHITECURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-261, the LRA ranked the responses to RFQ No. 11-004 and authorized the City Manager to negotiate a contract with the highest-ranked company; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the attached "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. for Professional Landscape Architectural/Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration is hereby approved.

Section 2: That the City Manager is hereby authorized to execute the Agreement on behalf of the LRA, upon advice and consent of the City Attorney.

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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 15 day of November, 2011.

Authenticated by the presiding officer and Clerk of the Authority on November 15, 2011.

Filed with the Clerk November 16, 2011.

CRAIG CATES, CHAIRMAN

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: Doug Bradshaw, Senior Project Manager

CC: David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager

DATE: September 13, 2011

SUBJECT: Ranking of short-listed firms submitting responses to Request for Qualifications (RFQ) No. 11-004

ACTION STATEMENT:
Ranking of short-listed firms submitting responses to RFQ No. 11-004–Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration and authorizing City Manager to negotiate and pursuant to legal review and approval enter into a contract.

BACKGROUND:
The City issued RFQ No. 11-004 –Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration on May 8, 2011 and qualification packages were received on June 29, 2011. The City received the following eleven (11) responses to the RFQ:

- Keith and Schnars (KS)
- Sasaki Associates, Inc.
- Atkins North America, Inc.
- Michael Van Valkenburgh Associates
- Curtis+Rogers Design Studio, Inc.
- VHB MillerSellen (VHB-MS)
- Parker, Mudgett, Smith Architects, Inc
- Truskowski, Inc Landscape Architects
- Bermello Ajamil & Partners, Inc (ba)
- Chen Moore and Associates
- IBI Group

At a meeting held on August 4, 2011 a committee of City Staff and members of the public met at a publicly advertised meeting in order to review and short list the 11 firms.

Using the Selection Criteria Matrix in the RFQ, the selection committee developed a short list consisting of the following firms in highest to lowest ranking order:

1. Bermello Ajamil & Partners, Inc (ba)
2. Michael Van Valkenburgh Associates (MVVA)
3. Atkins North America, Inc.(Atkins)
4. Parker, Mudgett, Smith Architects, Inc (PMSA)

References for the short listed firms were checked and all firms were highly recommended. The second ranked firm of MVVA notified the City and asked that their name be removed from consideration.

The remaining three (3) firms gave a 30-minute presentation to the Truman Waterfront Advisory Board (TWAB) at a meeting held on August 22, 2011. The TWAB ranked the three firms from highest to lowest in the following order:

1. Atkins North America, Inc.(Atkins)
2. Bermello Ajamil & Partners, Inc (ba)
3. Parker, Mudgett, Smith Architects, Inc (PMSA)

The last step in the process is for the Naval Properties Local Redevelopment Authority (LRA) to hear presentations from the three (3) firms and determine a final ranking and authorize the City Manager to negotiate and pursuant to legal review and approval enter into a contract..

OPTIONS:

Based on the "Consultants' Competitive Negotiation Act." (Florida Statue 287.055), the LRA will rank the three (3) proposers and authorize the City Manager to negotiate a contract with the most qualified firm. If the City Manager is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City Manager will terminate negotiations and then negotiate with the second most qualified firm and so on in order of preference if needed.

FINANCIAL ISSUES

There are no financial obligations with ranking and entering into a contract with one of the firms. This will be a task order based contract with which a dollar amount will have to be approved along with the task order.

RECOMMENDATION

It is recommended that the LRA hear the presentations at the September 19, 2011 Special LRA meeting and rank the firms based on Florida Statue 287.055.

AGREEMENT

Between

CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY

And

BERMELLO AJAMIL AND PARTNERS, INC.

For

PROFESSIONAL LANDSCAPE ARCHITECTURAL/ ENGINEERING/ARCHITECTURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION

KEY WEST, FLORIDA

October 28, 2011

This is an Agreement between: CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, its successors and assigns, hereinafter referred to as "LRA,"

AND

BERMELLO AJAMIL AND PARTNERS, INC., a 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, LRA and CONSULTANT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

1.1. **Agreement**: This document, Articles 1 through 8, inclusive. Other terms and conditions are included in the LRA's RFQ 11-004, CONSULTANT's Response to RFQ dated May 8, 2011, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.

1.2. **Board:** The governing body of the Naval Properties Local Redevelopment Authority of the City of Key West, Florida.

1.3. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.

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

1.5. **Contract Administrator**: The ranking managerial employee of the LRA or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the LRA, 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.

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

1.7. **LRA:** The City of Key West Naval Properties Local Redevelopment Authority created pursuant to Chapter 163 of the Florida Statutes and Sec. 2-446 of the Code of Ordinances of the City of Key West.

1.8. **Project**: Development of the Truman Waterfront. The evaluation of the costs for all options available to the LRA will be considered a part of the Project. The LRA may elect not to proceed with the Project or to proceed with all or a portion of the project at its discretion.

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 LRA has budgeted funds for consulting services for the Project. The CONSULTANT is not entitled to receive, and the LRA is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1-September 30) by LRA. The budgeted amount may only be modified by Resolution of the Commission.

2.2. The LRA has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 11-004 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from CONSULTANT dated June 29, 2011, incorporated by reference and made a part hereof.

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

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

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

3.1.1. Design of harbor walks, pedestrian paths, bicycle ways, and recreational paths
3.1.2. Design of utility infrastructure to serve all upland facilities inclusive of a parks, entry ways, museum, any marina support area and associated retail commercial and office areas
3.1.3. Design of roadway and parking lot infrastructure
3.1.4. Design of parkland to include restroom facilities, recreational areas/fields, lighting, signage, public plazas, and small amphitheater;
3.1.5. Design ingress and egress to the property for off-site roadways
3.1.6. Provide updated surveys and topography for the entire site sufficient to serve as basis for detailed design inclusive of identification of all infrastructure and utilities
3.1.7. Evaluate environmental impacts of proposed projects and prepare the appropriate local, state, and federal permit applications.
3.1.8. Conduct public awareness and input strategies
3.1.9. Prepare reports, schedules, cost estimates, green building/construction certifications, maintenance schedules and manuals and other information needed by the LRA in considering development and maintenance strategies of the Truman Waterfront.
3.1.10. Provide Construction Administration Services to include bid package preparation bid reviews and analysis, review of shop drawings, construction observation, analysis of construction for consistency with construction documents, prepare schedule of values per contract requirements, attend meetings with LRA staff and contractors and prepare as built drawings.

3.2. CONSULTANT's services shall include landscape architectural design services, including hardscapes and softscapes and general site design, civil, structural, mechanical, fire protection, and electrical engineering and architectural services and consulting for facilities planning, location and design, surveying, permitting, preliminary and ongoing cost estimating, construction budgets and cash flow time line, cost impact analysis, testing services, writing of design-build Requests for Proposals, evaluation of design-build proposals and their associated budgets and cost supervision services, preliminary architectural studies, appraisals and evaluations, architectural design, auto CAD services, construction management and on-site construction services, and any other lawful professional architectural, engineering, or other consulting services that the CONSULTANT is qualified to provide and that the LRA authorizes the CONSULTANT to undertake in connection with the LRA'S Project. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

3.3. CONSULTANT and LRA 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 LRA to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written LRA approval or modification of task order is at CONSULTANT's sole risk.

3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.

3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the LRA.

3.4.2. Task Orders shall be numbered consecutively as specified by LRA. 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 LRA if required. Amended Task Orders shall include substantially the same information and be submitted to the LRA for approval.

3.4.3. The LRA 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.

3.4.4. A task order may be terminated at any time, with or without cause, by the LRA upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the LRA, reasonable expenses incurred during the close-out of the Task Order. The LRA shall 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.

3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the LRA and delivered to CONSULTANT.

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

3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions.

3.7. 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.

3.8. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by LRA's construction contractors.

3.9. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the LRA.

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 Agreement. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the LRA.

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 purchase order issued for such services.

4.2. 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 LRA 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, LRA 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 LRA within 10 days in writing whenever a delay in approval by a governmental agency, including LRA, 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 LRA 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 LRA, 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 LRA its proportional share of any claim or damages to Contractor or LRA 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 LRA.

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.

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

and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.

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

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

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

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

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the 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 annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

5.1.2.2. Hourly rates for the first year of the contract: See attached Exhibit A

5.1.2.3. 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 LRA. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep LRA informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

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

5.1.2.5. 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 shall be charged at actual cost, and shall be limited to the following:

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

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

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

5.2.1.4. 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.

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

5.2.1.6. 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 Contractor.

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, LRA's obligation to reimburse CONSULTANT for direct, non-salary expenses. If LRA 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 LRA 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 LRA 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 and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

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

CONSULTANT shall submit billings 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. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or subconsultant prior to receiving payment. LRA 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. LRA 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:

Bermello Ajamil & Partners Inc
Accounting Department
2601 South Bayshore Drive
Suite 1000
Miami, Florida 33133

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

LRA 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. LRA shall compensate CONSULTANT for such additional services as provided in Article 5.

ARTICLE 7

LRA 'S RESPONSIBILITIES

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

7.2. LRA 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. LRA 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. LRA shall give prompt written notice to CONSULTANT whenever LRA observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any 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 LRA, whether the Project for which they are made is completed or not. If applicable, LRA 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 LRA at any time.

8.2.2. Notice of termination shall be provided in accordance with paragraph 8.13 NOTICES 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 LRA. Upon being notified of LRA'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 LRA make payment of profit for services that have not been performed.

8.3. AUDIT RIGHT AND RETENTION OF RECORDS

8.3.1. LRA 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.

8.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by LRA, 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 LRA to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for LRA's disallowance and recovery of any payment upon such entry.

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

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

8.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other

factor that 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, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.5. PUBLIC ENTITY CRIMES ACT

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

8.5.2. 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.

8.5.3. CONSULTANT shall promptly notify LRA 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. The LRA reserves the right to accept the use of a subcontractor or to reject the selection

of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The LRA's acceptance of a subcontractor shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of subconsultants. The list of subconsultants submitted and currently approved is as follows:

a. MBI K2M Architecture
b. Perez Engineering & Development, Inc.
c. HNGS Associates, Inc.
d. Tom Graboski & Associates, Inc.
e. Kenneth DiDonato, Inc.
f. DEW, Inc.
g. Ballard King & Associates, Ltd.
h. Island Surveying, Inc.
i. E Sciences, Inc.
j. U.S. Cost

Hourly rates are as on attached Exhibit A.

8.7. ASSIGNMENT AND PERFORMANCE

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

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

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

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

8.8. INDEMNIFICATION OF LRA

Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants

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

8.9. INSURANCE

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

8.10. REPRESENTATIVE OF LRA 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 LRA 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

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

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

8.12. CONSULTING TEAM

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

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

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

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

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

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

8.13. 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 LRA OF KEY WEST:
Doug Bradshaw
City of Key West LRA
3140 Flagler Ave
Key West, FL 33040

FOR CONSULTANT:
Randy Hollingworth
Director Planning - Landscape Architecture - Urban Design
Bermello Ajamil & Partners, Inc.
2601 South Bayshore Drive
Suite 1000
Miami, Florida 33133

8.14. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any task order and any additions thereto shall be adjusted to exclude any significant sums by which LRA 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.

8.15. 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.

8.16. CONSULTANT'S STAFF

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

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

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

8.17. 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 LRA, nor shall they accrue any of the rights or benefits of a LRA 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.

8.18. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor LRA 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.

8.19. CONFLICTS

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

8.19.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against LRA 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 LRA 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.

8.19.3. 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.

8.20. 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, LRA 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.

8.21. WAIVER OF BREACH AND MATERIALITY

8.21.1. Failure by LRA 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.

8.21.2. LRA 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.

8.22. COMPLIANCE WITH LAWS

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

8.23. 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 LRA or CONSULTANT elects to terminate this Agreement.

8.24. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of LRA 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.

8.25. 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.

8.26. 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.

8.27. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A – Subconsultants' Hourly Rates

8.28. COUNTERPARTS

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

REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

LRA

ATTEST:

Cheryl Smith

Cheryl Smith, City Clerk

21 day of November, 20 11

JKScholl

Jim Scholl, City Manager

21 day of November, 20 11

By _____

Vice President

Randy Hollingworth

(Print Name of Vice President)

16 day of NOVEMBER, 20 11

Exhibit A

Hourly Fee Schedule

October 27, 2011

Position Title	Hourly Rate	
Bermello Ajamil & Partners, Inc.		
Principal (PE)	$ 250.00	/ hour
Project Manager	$ 170.00	/ hour
Landscape Architect (State Registered)	$ 150.00	/ hour
Senior Professional (Engineer, PE, Architect, AIA)	$ 150.00	/ hour
Senior Planner	$ 160.00	/ hour
Engineer / Landscape Designer /Planner	$ 105.00	/ hour
Cadd Technician	$ 90.00	/ hour
Drafter/GIS	$ 70.00	/ hour
Specification Writer	$ 90.00	/ hour
Senior Interior Designer	$ 140.00	/ hour
Interior Designer	$ 105.00	/ hour
Field Inspector	$ 150.00	/ hour
Junior Field Inspector	$ 75.00	/ hour
Perez Engineering & Development, Inc.		
Principal P.E.	$ 150.00	/ hour
Senior Engineer (PE registered)	$ 110.00	/ hour
Project Engineer (PE registered)	$ 100.00	/ hour
Design Engineer E.I.	$ 80.00	/ hour
Construction Manager	$ 75.00	/ hour
CAD Designer	$ 70.00	/ hour
Clerical	$ 35.00	/ hour
MBI K2M Architecture		
Principal	$ 225.00	/ hour
Director, Architect	$ 175.00	/ hour
Project Manager, Architect II	$ 150.00	/ hour
Project Coordinator / CA	$ 125.00	/ hour
Senior Draftsman	$ 97.50	/ hour
Draftsman II	$ 80.00	/ hour
Administration	$ 60.00	/ hour
Intern	$ 42.50	/ hour
DEW, Inc.		
Landscape Architect	$ 150.00	/ hour
Landscape Designer	$ 90.00	/ hour

HNGS Associates, Inc.

Principal	$ 175.00	/ hour
Senior Engineer	$ 135.00	/ hour
Engineer	$ 125.00	/ hour
Cad Technician	$ 75.00	/ hour

E-Sciences, Inc.

Principal Registered Engineer/Geologist/Scientist	$ 190.00	/ hour
Chief Engineer/Director	$ 180.00	/ hour
Senior II Registered Engineer/Geologist/Scientist	$ 165.00	/ hour
Senior I Registered Engineer/Geologist/Scientist	$ 135.00	/ hour
Project II Engineer/Geologist/Scientist	$ 110.00	/ hour
Project I Engineer/Geologist/Scientist	$ 100.00	/ hour
Staff II Engineer/Geologist/Scientist	$ 90.00	/ hour
Staff I Engineer/Geologist/Scientist	$ 80.00	/ hour
Technician II	$ 70.00	/ hour
Senior GIS/Analyst	$ 110.00	/ hour
CADD/GIS	$ 80.00	/ hour
Administrative Assistant/Clerical	$ 50.00	/ hour

Ballard*King & Associates, Inc.

Principals	$ 125.00	/ hour
Associates	$ 75.00	/ hour

Tom Graboski & Associates, Inc.

Principal	$ 150.00	/ hour
Project Manager	$ 110.00	/ hour
Senior Designer	$ 100.00	/ hour
Designer	$ 85.00	/ hour

Island Surveying Inc.

Professional Land Surveyor	$ 175.00	/ hour
Professional Engineer	$ 175.00	/ hour
Survey Field Crew	$ 175.00	/ hour
Draftsperson	$ 100.00	/ hour
Secretary	$ 60.00	/ hour

US Cost

Estimating Project Manager	$ 155.00	/ hour
Senior Estimator	$ 140.00	/ hour

Kenneth DiDonato, Inc.

Senior Irrigation Designer	$ 125.00	/ hour
Cadd Draftsman	$ 60.00	/ hour

RESOLUTION NO. 11-261

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING THE SHORT LISTING OF RESPONDENTS TO RFQ 11-004 FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ENGINEERING/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION; RANKING THE TOP THREE FIRMS BASED UPON QUALIFICATIONS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE TOP RANKED FIRM AND EACH FIRM THEREAFTER UNTIL AN ACCEPTABLE CONTRACT IS BROUGHT BEFORE THE LRA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued RFQ 11-004 regarding Landscape Architectural/Engineering/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration; and

WHEREAS, a committee comprised of City staff and members of the public, convened at a properly noticed meeting conducted consistent with the "Sunshine Law," on August 4th, 2011, and ranked the eleven respondents to the RFQ, and determined a short list of four eligible firms in order of their qualifications; and

WHEREAS, one of the top ranked firms requested to be removed from consideration, thereby reducing the top-ranked list to three firms; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the LRA accepts staff's short listing of firms from eleven to three.

Section 2: That the top three ranked firms based on qualifications as determined in order by the LRA are:

1. Bermello, Ajamil & Partners, Inc.
2. Atkins North America, Inc.
3. N/A

Section 3: That City staff is authorized to negotiate a contract starting with the topped ranked firm, and each firm thereafter if necessary, until an acceptable agreement is reached. The City Manager is directed to bring the contract before the LRA for final approval.

Section 4: 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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 19 day of September, 2011.

Authenticated by the presiding officer and Clerk of the Authority on September 20, 2011.

Filed with the Clerk September 20, 2011.

CRAIG CATES, CHAIRMAN

ATTEST:

CHERYL SMITH, CITY CLERK