

RESOLUTION NO. 15-088

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING OF RESPONDENTS TO THE REQUEST FOR QUALIFICATIONS (RFQ) 15-001 FOR DESIGN-BUILD CRITERIA DOCUMENTS FOR PARKING GARAGES AT TWO OLD TOWN KEY WEST LOCATIONS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT IN SUBSTANTIAL COMPLIANCE WITH THE RFQ AND PURSUANT TO LEGAL REVIEW WITH THE HIGHEST RANKED FIRM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a Request for Qualifications (RFQ) for firms capable of providing design-build criteria documents for parking garages at two old town Key West locations; and

WHEREAS, a ranking committee composed of city Staff reviewed three (3) responses to this RFQ for design-build criteria documents for parking garages at two old town Key West locations, and determined that one (1) firm is particularly qualified, and the City wishes to enter negotiations with the highest ranked firm for a contract;

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

Section 1: That the top ranked response for design-build criteria documents for parking garages at two old town Key West locations by Walker Parking Consultants is hereby selected through a ranking by Staff and approved by the City Commission.

Section 2: That the City Manager is hereby authorized to negotiate and execute a contract with the top ranked firm Walker Parking Consultants pursuant to advice and consent of the City Attorney.

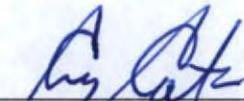
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of March, 2015

Authenticated by the presiding officer and Clerk of the Commission on March 4, 2015.

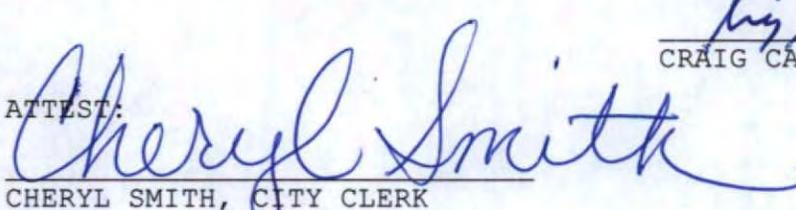
Filed with the Clerk on March 4, 2015.

| | |
|----------------------------|------------|
| Mayor Craig Cates | <u>Yes</u> |
| Vice Mayor Mark Rossi | <u>Yes</u> |
| Commissioner Teri Johnston | <u>Yes</u> |
| Commissioner Clayton Lopez | <u>Yes</u> |
| Commissioner Billy Wardlow | <u>Yes</u> |
| Commissioner Jimmy Weekley | <u>Yes</u> |
| Commissioner Tony Yaniz | <u>Yes</u> |



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST
3140 Flagler Ave Key West, FL 33040 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Devon Steckly, Senior Project Manager
James Bouquet, Engineering Director

CC: Gary Volenec, Civil Engineer
Kevin Bond, Interim Planning Director
Doug Bradshaw, Port and Marina Services Director

DATE: February 7, 2015

RE: Approving ranking of firms submitting responses to Request for Qualifications (RFQ) No. 15-001 Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations

ACTION STATEMENT:

Approving Staff ranking of firms submitting responses to RFQ 15-001: Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations, authorizing City Manager to negotiate and pursuant to legal review, enter into a contract with the top ranked firm Walker Parking Consultants.

BACKGROUND:

The City Commission directed City Manager to facilitate the construction of two parking garages to be located in Old Town Key West. Proposed garage locations are at 609 Greene Street and 616 Simonton Street. For each location, a two to three-level parking garage is to be constructed in a manner that is economical and honors the historic district in which it lies.

A Request for Qualifications (RFQ) No. 15-001 solicited firms interested and qualified to prepare Design-Build Criteria Documents for the parking garages. For each location, the selected firm will be qualified to provide the following services:

- Phase I – Schematic Design and Preparation of Design/Build Criteria Documents.
- Phase II – Bidding Period Services and Design/Build Submittal Evaluation
- Phase III - Design Builder's Design Phase
- Phase IV – Construction Administration

WALKER PARKING CONSULTANTS
EXECUTIVE SUMMARY

RFQ No. 15-001 was advertised on December 14, 2014. Qualification packages were received on January 14, 2015. The City received three (3) responses to the RFQ from the following firms:

- Desman Associates
- Tim Haahs and Associates, Inc.
- Walker Parking Consultants.

Responsive firms' proposals are attached.

February 5, 2015, a selection committee of City Staff met at a publicly advertised meeting to present qualification rankings of these three firms submitting qualifications in response to RFQ 15-001. Selection committee qualification rankings are attached for review.

Using the Selection Criteria Matrix in the RFQ 15-001, the selection committee consisting of Engineering, Planning, and Port and Marina Department staff ranked responsive firms proposals and selected Walker Parking Consultants, the highest scored ranking response.

OPTIONS:

There are three (3) options:

1. Accept the rankings of staff and authorize City Manager to negotiate, and pursuant to legal review, enter into a contract with Walker Parking Consultants, the selection committee's highest ranked firm;
2. Modify staff ranking and authorize City Manager to negotiate, and pursuant to legal review, enter into a contract with a firm receiving the highest ranking by the Commission;
3. Do not select any of the firms responding to RFQ and not authorize City Manager to negotiate a contract with any of the responsive firms.

FINANCIAL IMPACT

This Executive Summary has no Financial Impact and only requests approval of staff ranking of the RFQ responses and for the City Manager to negotiate and execute a contract. Fees will be negotiated and presented for City Commission approval following contract award.

RECOMMENDATION

City staff recommends the City Commission accept Option 1: Accept the staff rankings and authorize City Manager to negotiate, and pursuant to legal review, enter into a contract with the highest ranked firm.

AGREEMENT

Between

CITY OF KEY WEST

And

WALKER PARKING CONSULTANTS/ENGINEERS, INC.

For

**DESIGN-BUILD CRITERIA DOCUMENTS FOR PARKING
GARAGES AT TWO OLD TOWN KEY WEST LOCATIONS**

KEY WEST, FLORIDA

April 2, 2015

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

AND

Walker Parking Consultants/Engineers, Inc. , a corporation organized under the laws of the State of Michigan , its successors and assigns, hereinafter referred to as "CONSULTANT."

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

- 1.1. **Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ 15-001 Request for Qualifications for Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations, CONSULTANT's Response to RFQ dated January 12, 2015, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. 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.
- 1.3. **CONSULTANT:** The parking garage consultant selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.

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

1.7 **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

ARTICLE 2

PREAMBLE

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

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 15-001 Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations incorporated by reference and made a part hereof and the Response to the Request for qualifications from CONSULTANT dated January 12, 2015, incorporated by and made 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 shall include but are not limited to the following in regard to the Agreement:
 - 3.1.1. Schematic design and preparation of design-build criteria documents for parking garages
 - 3.1.2. Bidding phase services and design-build submittal evaluation.
 - 3.1.3. Design Builder's design phase
 - 3.1.4. Construction Administration.

- 3.2 CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of 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 CITY.
- 3.4.2. 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.
- 3.4.3. 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.
- 3.4.4. A task order may be terminated at any time, with or without cause, by the CITY 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 CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, 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 CITY and delivered to CONSULTANT.
- 3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. 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 Task Order. In all task orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered 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 CITY'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 CITY.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of one (1) or two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 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 CITY or other governmental authorities having jurisdiction over the Task Order, 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 Task Order 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 Task Order on or before the substantial completion date specified in its agreement with CITY, and to the extent such failure to substantially complete is caused by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall reimburse CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

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

- 5.1.1. Lump Sum payments/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
- 5.1.1.1. If the TASK ORDER timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.
 - 5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.
 - 5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.
 - 5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.
- 5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)
- 5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the TASK ORDER 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 (CONSULTANT AND Subconsultants): See attached Exhibit A
 - 5.1.2.3. CONSULTANT and Subconsultants allowed annual wage adjustment shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)
 - 5.1.2.4. 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.
 - 5.1.2.5. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

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

5.2. REIMBURSABLES

- 5.2.1.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:
- 5.2.1.2. Identifiable transportation expenses in connection with the Task Order, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
- 5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.
- 5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
- 5.2.1.5. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.
- 5.2.1.6. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.
- 5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Task Order. 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, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for 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 Task Order number 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 Task Order number on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Task Order. 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 Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. 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. 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 TASK ORDER or any task order.

5.4. METHOD OF PAYMENT

- 5.4.1. CITY shall pay CONSULTANT within forty-five- (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- 5.4.2. In the event CONSULTANT has utilized a Subconsultant in order to perform the Task Order, CONSULTANT will be required to provide documentation that Subconsultant and Subconsultants of Subconsultants have been paid prior to payment being made to CONSULTANT.
- 5.4.3. Payment will be made to CONSULTANT at:

Walker Parking Consultants/Engineers, Inc.

3652 Eagle Way

Chicago, IL 60678-1368

(Billing Inquiries 813.888.5800)

ARTICLE 6

CITY 'S RESPONSIBILITIES

- 6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order. The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY, including services and information provided by other service providers directly to the CITY. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information.
- 6.2. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 6.3. CITY shall review the CONSULTANT's itemized deliverables/documents identified in the task orders and respond in writing with any comment within the time set forth in the task order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contractor.

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, 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 Task Order for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the re-use by others of any of the materials for another Task Order. Subject to Florida law, including provisions pertaining to public records, nothing contained in this 7.1 OWNERSHIP OF DOCUMENTS, or elsewhere in this Agreement shall be construed to transfer or convey any interest to the City in any unique or proprietary plans, details, or specifications previously developed by the CONSULTANT on any other projects or matters.

7.2. TERMINATION

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

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.13 NOTICES of this Agreement.

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

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

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

7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention

period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

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

- 7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

- 7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and

may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list.

Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any 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.

7.5.3. CONSULTANT shall 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.

7.6. SUBCONSULTANTS

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY 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 CITY's acceptance of a subconsultant 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. K2M Design
- b. Elizabeth Newland, Landscape Architecture
- c. _____
- d. _____

DD
4/15/13

Hourly rates are as on attached Exhibit A.

7.7. ASSIGNMENT AND PERFORMANCE

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

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

such services to CITY's satisfaction for the agreed compensation.

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

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

7.8. INDEMNIFICATION OF CITY

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

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

7.9. INSURANCE

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

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

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

7.9.3. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete workers compensation coverage for each and every employee, principal, officer, and will provide the City of Key West proof of coverage by receipt of a certificate of insurance from any representative or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

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

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

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

7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of

subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

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

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

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

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order 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 Task Order shall be addressed.

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

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

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

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document

executed with the same formality and of equal dignity herewith.

7.12. CONSULTING TEAM

- 7.12.1. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 7.12.2. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.12.3. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.
- 7.12.4. 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.
- 7.12.5. 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 CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.
- 7.12.6. 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.

7.13. 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 CITY OF KEY WEST:

City of Key West
3140 Flagler Ave
Key West, FL 33040

FOR CONSULTANT:

Walker Parking Consultants/Engineers, Inc.

4904 Eisenhower Blvd., Suite 150

Tampa, FL 33634

Attn: Gary S. Rider, P.E., Managing Principal

7.14. 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 CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.15. 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.

7.16. CONSULTANT'S STAFF

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

7.16.2. 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.

7.16.3. 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.

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

7.18. 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.

7.19. CONFLICTS

- 7.19.1. 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.
- 7.19.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.19.3. 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.

7.20. 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, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.21. WAIVER OF BREACH AND MATERIALITY

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

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

7.22. 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.

7.23. 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 CITY or CONSULTANT elects to terminate this Agreement.

7.24. JOINT PREPARATION

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

7.25. 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 7 of this Agreement shall prevail and be given effect.

7.26. 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.

7.27. INCORPORATION BY REFERENCE

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

Exhibit A – CONSULTANT/Subconsultants' Hourly Rates

7.28. 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.

CITY



ATTEST:
Cheryl Smith
Cheryl Smith, City Clerk

16 day of April, 2015

J. Scholl
James Scholl, City Manager

15TH day of APRIL, 2015

CONSULTANT

ATTEST:
By Elliot B. Hathorn

Elliot B. Hathorn, P.E.
(Print Name)

9th day of April, 2015

By Gary S. Rider

Gary S. Rider, P.E.
(Print Name)

9th day of April, 2015

Exhibit A

Hourly Fee Schedule – Walker Parking Consultants/Engineers Inc. – Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations

Date:

Position Title

Hourly Rate

SEE ATTACHED SHEET.

**EXHIBIT A
HOURLY FEE SCHEDULE**



Walker Parking Consultants

| | |
|--|----------|
| Principal | \$235.00 |
| Senior Project Manager | \$225.00 |
| Project Manager | \$190.00 |
| Assistant Project Manager | \$150.00 |
| Parking Consultant | \$190.00 |
| Parking Analyst / Planner | \$150.00 |
| Restoration Consultant | \$190.00 |
| Assistant Restoration Consultant | \$155.00 |
| Restoration Specialist | \$150.00 |
| Senior Engineer / Senior Architect | \$185.00 |
| Engineer / Architect | \$160.00 |
| Designer | \$150.00 |
| Senior Technician | \$135.00 |
| Technician | \$120.00 |
| Senior Administrative Assistant / Business Manager | \$ 95.00 |
| Administrative Assistant | \$ 75.00 |



K2M Design, Inc.

| | |
|-----------------------------------|-----------|
| Principals | \$ 225.00 |
| Director / Architecture | \$ 175.00 |
| Director / Engineering | \$ 175.00 |
| Director / Interior Design | \$ 165.00 |
| Director / Asset Management | \$ 155.00 |
| Sr. Project Manager | \$ 150.00 |
| Project Manager | \$ 135.00 |
| Sr. Architect III | \$ 140.00 |
| Architect II | \$ 110.00 |
| Architect I | \$ 90.00 |
| Designer III | \$ 120.00 |
| Designer II | \$ 100.00 |

EXHIBIT A
HOURLY FEE SCHEDULE

| | |
|--------------------------------|-----------|
| Designer I | \$ 80.00 |
| Architectural Intern..... | \$ 70.00 |
| Intern | \$ 42.00 |
| | |
| Sr. Interior Designer III..... | \$ 130.00 |
| Interior Designer II | \$ 90.00 |
| Interior Designer I | \$ 80.00 |
| | |
| Sr. Engineer III..... | \$ 165.00 |
| Engineer II | \$ 135.00 |
| Engineer I | \$ 125.00 |
| Engineer in Training | \$ 100.00 |
| Engineering Intern..... | \$ 80.00 |
| | |
| Sr. Asset Manager III | \$ 135.00 |
| Asset Manager II | \$ 115.00 |
| Asset Manager I | \$ 90.00 |
| | |
| Sr. Planner III..... | \$ 135.00 |
| Planner II | \$ 115.00 |
| Planner I | \$ 90.00 |
| | |
| Drafter | \$ 90.00 |
| | |
| Clerical..... | \$ 55.00 |

~~Elizabeth Newland~~

ENJ 4/15/15

~~Landscape Architect.....~~ ~~\$150.00~~



WALKER
PARKING CONSULTANTS

Qualifications for Design-Build Criteria Documents for
Parking Garages at Two Old Town Key West Locations
RFQ No.: #15-001

City of Key West

January 14, 2015





WALKER
PARKING CONSULTANTS

4904 Eisenhower Boulevard, Suite 150
Tampa, FL 33634

Office: 813.888.5800
Fax: 813.888.5822
www.walkerparking.com

January 12, 2015

City Clerk
City of Key West
3126 Flagler Ave
Key West, FL 33040

Re: Letter of Interest and Qualifications
RFQ # 15-001 for Design-Build Criteria Documents for Parking Garages at Two Old
Town Key West Locations

Dear Selection Committee Members:

Walker Parking Consultants is pleased to present our attached proposal related to the development of design-build criteria documents for two parking garages in Key West, FL.

We feel we are uniquely qualified for this work based on our extensive experience with similar projects. Over the past 50 years Walker has completed the design of more than 1,500 parking structures. We have partnered with K2M Design, a Key West firm to provide architecture, civil engineering, M/E/P engineering and landscape architecture. Our qualifications, experience, and project approach are further defined on subsequent pages of this proposal.

If you have any questions regarding our proposal, please feel free to contact me at 813-888-5800 or by e-mail (gary.rider@walkerparking.com). We look forward to this opportunity to assist the City of Key West.

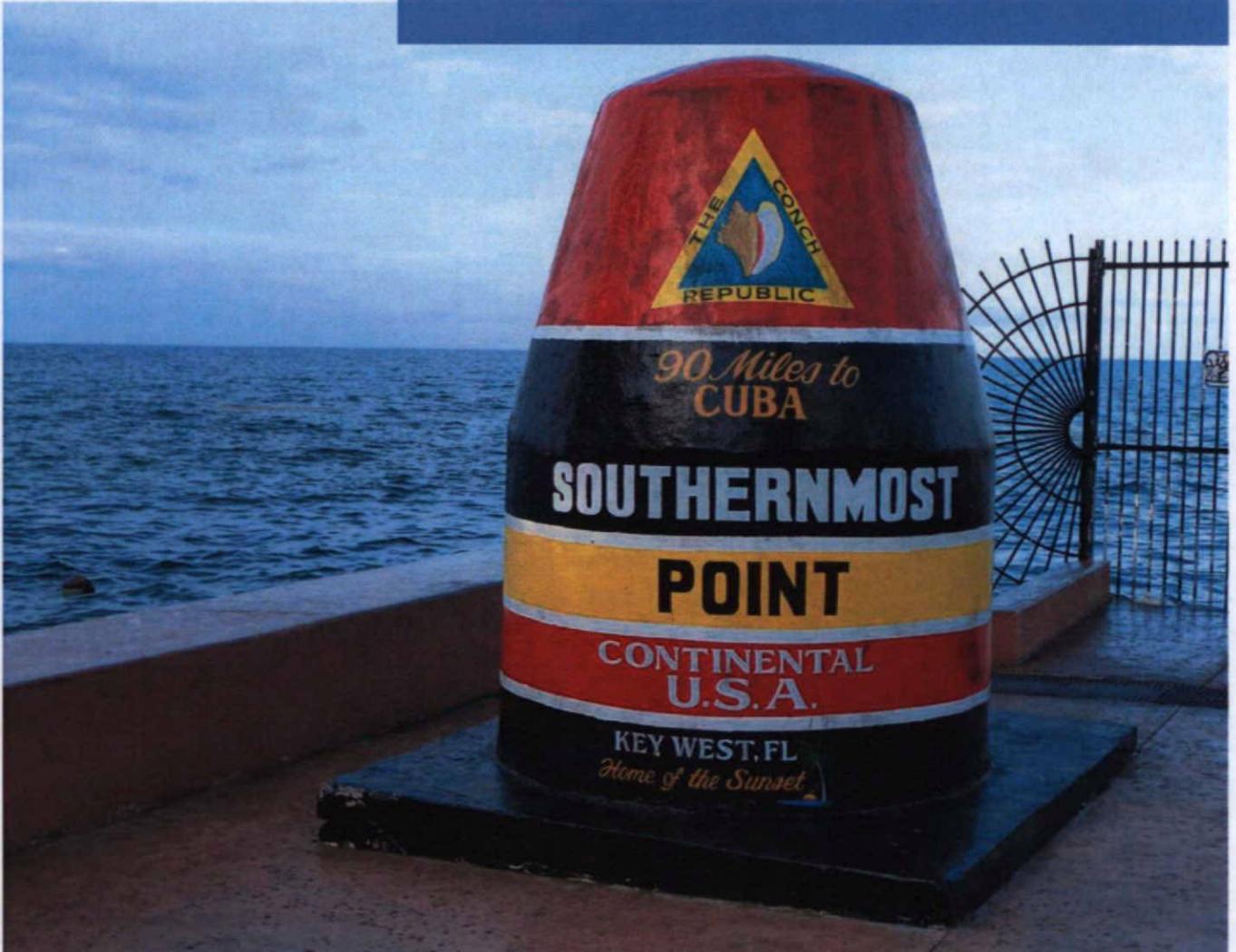
Sincerely,

WALKER PARKING CONSULTANTS

Gary S. Rider, P.E.
Managing Principal

GSR:tjs
Enclosures

Table of Contents



JANUARY 14, 2015

| | |
|---|-------|
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Company Profile



Walker Parking Consultants is a global consulting and design firm providing innovative solutions for a wide range of parking and transportation issues. Founded in 1965, the firm has over 250 employees and is the worldwide leader in the parking field offering a full range of parking consulting, design, engineering and general restoration services.

Walker is ranked 263 in Engineering News Record's 2013 Top 500 Design Firms and ranked 21 in Building Design + Construction's 2013 Giants 300 Engineering/Architecture Firms.

Walker is focused on delivering the best project for our clients by listening to their concerns, researching and developing industry leading standards for their benefit and providing quality and implementable solutions to their problems. We do it right the first time! As a testament to our abilities, 90% of our projects are from repeat clients.

Serving a broad spectrum of markets including healthcare, education, government, aviation, residential, retail and commercial developments, entertainment, hospitality and athletics allows our staff to collaborate with a wide array of clients in order to develop best practices for their specific parking and traffic issues and help unlock the potential of their projects.

Walker prides itself in the ability to self-perform with a full complement of experienced personnel including planners, economists, architects, structural, mechanical, electrical engineers, graphics designers, operational and management consultants, material specialists, program and project managers.

What truly differentiates Walker from other firms? It's our philosophy of staff empowerment and their ability to rapidly diagnose a problem and arrive at an appropriate solution without delay. It's the firm's singular focus on parking and the desire to continually improve in all aspects of our work. It's our dedication to developing designs that are LEED complimentary through the use of recycled or locally produced materials, energy efficient lighting systems, photovoltaic panels and access controls that minimize vehicular queuing and thereby reduce carbon emissions. It's the fact that we monitor construction change orders and on Walker designed facilities they are 75% below industry average.

The simple fact is that by retaining Walker to be your consultant, designer or engineer you can be assured you will receive great value, a substantial return on investment and the peace of mind knowing you've retained the very best.

SERVICES:

PLANNING

- Supply/Demand
- Parking Alternatives
- Site Analysis
- Traffic Engineering
- Parking and Transportation Master Planning
- Wayfinding/Pedestrian Travel
- Airport Landside Planning
- Shared Parking Analysis

DESIGN

- Prime Design
- Architecture
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering

FINANCIAL

- Market and Financial Analysis
- Planning
- Financing Alternatives
- P3 Monetization

OPERATIONS

- Parking Operations
- Operational Audits
- Due Diligence Studies
- Operator Selection
- Car Park Management Systems

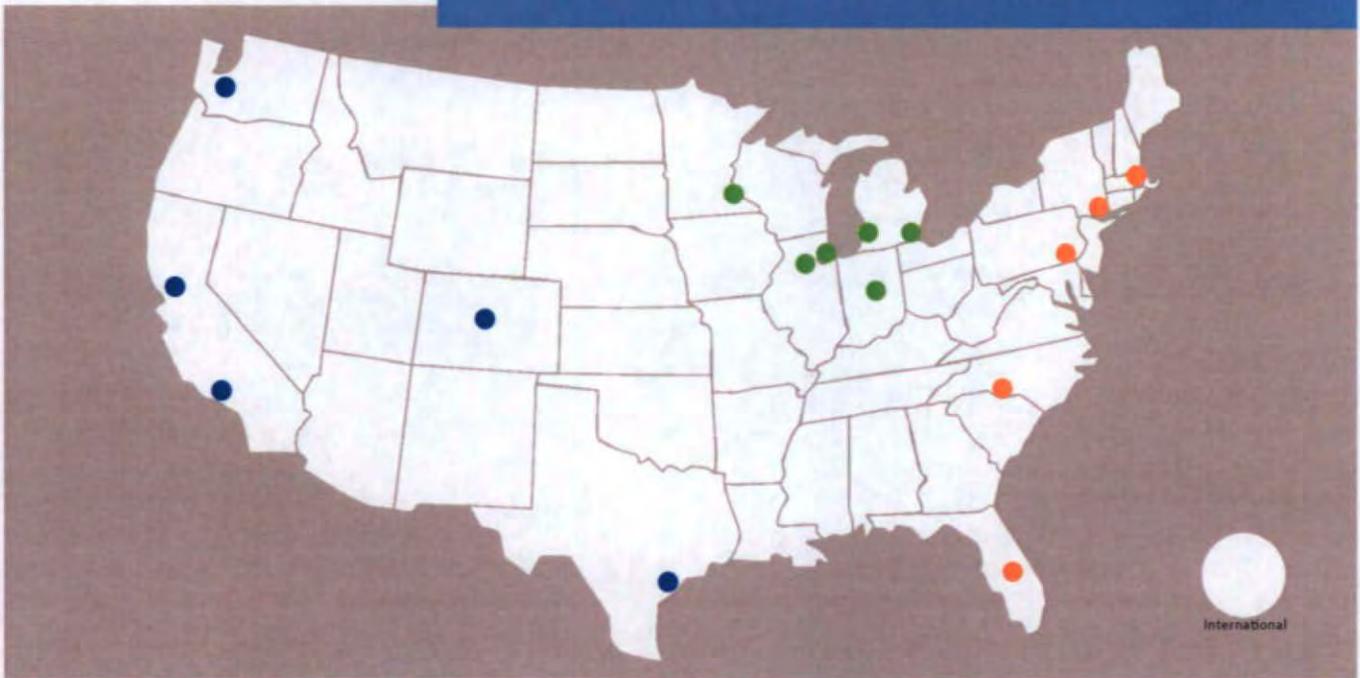
SYSTEMS

- Lighting, Security, Signage
- Functional Layouts
- Access and Circulation Systems
- Durability Engineering

RESTORATION

- Structural Investigations
- Seismic Retrofit
- Due Diligence
- Repair Documents
- Capital Improvement Plan
- Condition Appraisals
- System Upgrades

Office Locations/Regions



WESTERN REGION

Denver

5350 South Roslyn Street, Suite 220
Greenwood Village, Colorado 80111
303.694.6622
Contact: Bob Stanley

Houston

2525 Bay Area Boulevard, Suite 400
Houston, Texas 77058
281.280.0068
Contact: Casey Wagner

Los Angeles

606 South Olive Street, Suite 1100
Los Angeles, California 90014
213.488.4911
Contact: Dan Johns

San Francisco

135 Main Street, Suite 1030
San Francisco, California 94105
415.644.0630
Contact: Mike Robertson

Seattle

2211 Elliott Avenue, Suite 235
Seattle, Washington 98121
206.745.9555
Contact: Vlad Ivanov

CENTRAL REGION

Chicago/Elgin

850 West Jackson Boulevard, Suite 310
Chicago, Illinois 60607
312.633.4260
Contact: Dave Ryan

Indianapolis

505 Davis Road
Elgin, Illinois 60123
847.697.2640
Contact: Dave Ryan

Indianapolis

6602 East 75th Street, Suite 210
Indianapolis, Indiana 46250
317.842.6890
Contact: Todd Lohman

Michigan

525 Avis Drive, Suite 1
Ann Arbor, Michigan 48108
734.663.1070
Contact: Mike Johnson

2121 Hudson Avenue, Suite 201
Kalamazoo, Michigan 49008
269.381.6080
Contact: Mike Johnson

Minneapolis

1660 South Highway 100, Suite 424
Minneapolis, Minnesota 55416
952.595.9116
Contact: Terry Hakkola

EASTERN REGION

Boston

20 Park Plaza, Suite 1202
Boston, Massachusetts 02116
617.350.5040
Contact: Art Stadig

Charlotte

13860 Ballantyne Corporate Place, Suite 140
Charlotte, North Carolina 28277
704.247.6230
Contact: Joey Rowland

New York

50 West 23rd Street, Suite 704
New York, New York 10010
212.288.2501
Contact: Carrie Krasnow

Philadelphia

565 East Swedesford Road, Suite 300
Wayne, Pennsylvania 19087
610.995.0260
Contact: Jim Pudleiner

Tampa

4904 Eisenhower Boulevard, Suite 150
Tampa, Florida 33634
813.888.5800
Contact: Gary Rider

Company Profile K2M Design, Inc.



K2M Design, Inc. (K2M) is located in Key West, Florida with five additional offices throughout the United States. Our firm has been located in Key West for over 25 years. Our corporate headquarters, located in Historic Key West, serves as a testament to the commitment our firm has to the City of Key West and the Florida Keys. With a staff of nearly 50 professionals, our team includes Architects, Engineers, Interior Designers, Asset Managers, Cost Estimators, Schedulers, and Construction Administrators. We are a Small Business Enterprise registered with the Federal Government and other agencies across the US. Our expertise includes Architecture, Engineering, Interior Design, Facility Condition Assessments, Capital Asset Management, Planning, Strategic Visioning, and many Specialty Consulting Services. K2M is recognized for developing the unique character of each project and creating innovative design solutions that respect our clients' sensibilities and budgets.

Our service mission is to provide a quality project in a cost effective, timely fashion while building relationships based on trust and results. It is this steadfast focus that has made our company a successful practice. We have and always will serve

our clients promptly and with great care. Most importantly, we practice Principal Oversight on all of our projects, which means one of our principals is involved in the design and assembly of each project and many times serve as the primary point of contact. For this project Steve Grasley will provide oversight and Anthony Sarno will serve as the project manager given the close proximity to the City and ongoing relationship he has established with Key West.

K2M's principals have over 140 years of planning and design experience with a specialty in serving government clients like the City of Key West. This experience is wide ranged through all the phases of design and construction. Our primary expertise is in the management and execution of institutional based projects with a special focus on helping government think smarter. K2M brings the ability to understand the workings of a project, governmental bodies, and the willingness to learn and understand your needs. Through working extensively with governmental agencies and their facilities our team has been able to gain valuable insight that translates into a project that continuously exceeds expectations.



Gary S. Rider, PE

PROJECT ROLE: MANAGING PRINCIPAL



EDUCATION:

Master of Science in Structural Engineering, Michigan State University
Bachelor of Science in Civil Engineering, Michigan State University

PROFESSIONAL AFFILIATIONS:

American Concrete Institute
American Society of Civil Engineers
American Institute of Steel Construction
Florida Parking Association
International Parking Institute

REGISTRATIONS:

Registered Professional Engineer in the State of Florida, #61467
Registered Professional Engineer in the State of Michigan, # 6201033676

Gary joined Walker Parking Consultants in 2000 and was recently promoted to Managing Principal of firm's Tampa office. Gary is an experienced Project Manager and Engineer with a career spanning more than 30 years. His project experience includes structural design, project management, construction administration, and field engineering on both new and restoration projects for both public and private sector clients.

Gary served as Walker's Project Manager for the Consolidated Rental Car Center at Miami International Airport. The 3.4 million square foot structure was the first rental car facility in US to offer multilevel fueling and car wash facilities within the structure.

REPRESENTATIVE PROJECTS:

College Town Tallahassee, FL

Managing Principal: 552-space parking structure

State Street Garage Sarasota, FL

Managing Principal: 637-space parking structure with 14,000 sf mixed-use space

James H. Quillen VA Medical Center Mountain Home, TN

Managing Principal: 525-space parking structure

Las Olas Blvd Fort Lauderdale, FL

Managing Principal: 400-space parking structure

Nova Southeastern West Garage Ft. Lauderdale, FL

Managing Principal: 625-space parking structure

Miami International Airport Consolidated Rental Car Center Miami, FL

Project Manager: 6,500-space parking structure with 130,000 sf Customer Service Lobby

Palm Beach International Airport Parking Structure #2 West Palm Beach, FL

Project Manager: prime design of 3,345 space parking structure

James Haley VA Hospital Tampa, FL

Director of Operations: 1,510-space parking structure

Hancock County Civic Center Bay St. Louis, FL

Director of Operations: 120-space parking structure

Lee County Justice Center Parking Structure Fort Myers, FL

Director of Operations: 835-space parking structure with mixed-use space

Elliot B. Hathorn, PE, LEED AP

PROJECT ROLE: PROJECT MANAGER



EDUCATION:

Bachelor of Science in Civil Engineering,
Mississippi State University

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers
Green Building Institute

REGISTRATIONS:

Registered Professional Engineer in the
State of Florida, #34691

Registered Professional Engineer in the
State of California, #CE-50901

Registered Professional Engineer in the
State of Louisiana, #20829

CERTIFICATION:

LEED- AP, Green Building Certification
Institute

Elliot has more than thirty years of experience providing structural engineering design for commercial and industrial building structures, using both the design/build and design/bid/build delivery methods. His projects have ranged from small parking structures with 500 or fewer spaces to the mega-size parking structures at Universal Studios in Orlando with more than 15,000 combined spaces. Elliot has earned his LEED AP and applies sound environmentally sustainable practices in his design work.

Elliot frequently serves as the Project Manager and Senior Structural Engineer on parking structure projects offering expertise in the following systems:

- Precast concrete double tee / total frame systems
- Post-tensioned concrete beam / slab systems
- Composite systems - precast concrete - P/T concrete

REPRESENTATIVE PROJECTS:

College Town Tallahassee, FL

Project Manager: 552-space parking structure

State Street Garage Sarasota, FL

Project Manager: 637-space parking structure with 14,000 sf mixed-use space

Nova Southeastern West Garage Ft. Lauderdale, FL

Project Manager: 625-space parking structure

Xavier University Parking Structure New Orleans, LA

Project Manager: 500-space parking structure

Hancock County Civic Center Bay St. Louis, FL

Project Manager: 120-space parking structure

Florida State College Deerwood Ctr Jacksonville, FL

Project Manager: Design/Build Criteria Documents for 567-space parking structure

Garfield Street Community Center and Parking Structure Hollywood, FL

Structural Engineer: 408-space parking structure with mixed-use space

North Broward Medical Center Pompano Beach, FL

Project Manager: 511-space parking structure, D/B project

Vanderbilt Beach Parking Structure Naples, FL

Project Manager: 340-space parking structure

James Haley VA Hospital Tampa, FL

Project Manager: 1,510-space parking structure

Uday A. Kirtikar, PE

PROJECT ROLE: PARKING / PLANNING / ENGINEERING



EDUCATION:

Master of Business Administration,
Western Michigan University

Master of Science in Engineering,
University of Michigan

Bachelor of Technology in Civil
Engineering, Indian Institute of
Technology

PROFESSIONAL AFFILIATIONS:

Florida Engineering Society

Florida Parking Association

National Society of Professional
Engineers

Urban Land Institute

REGISTRATIONS:

Registered Professional Engineer in the
State of Florida, #45006

Registered Professional Engineer in the
State of Alabama, #18701

Registered Professional Engineer in the
State of Michigan, #21851

Registered Professional Engineer in the
State of Mississippi, #12317

Uday Kirtikar serves as Vice President and Principal at the Florida office of Walker Parking Consultants. He has more than forty years of experience in the consulting engineering industry with a specific focus on the planning and design of parking structures. He has been individually responsible for design or restoration engineering of over 150 parking facilities and numerous parking studies. His experience includes project management, master planning, parking consulting, structural engineering, construction administration and the development of performance specifications for traditional design-bid-build and design-build projects. His entrepreneurial project management approach frequently influences his projects' performance far beyond the simple application of tools and techniques in order to achieve extraordinary results. His ability to assess the multiple user requirements, traffic issues and site restrictions allow him to develop infrastructure solutions that creatively address all the elements of a project.

REPRESENTATIVE PROJECTS:

Florida State College Deerwood Ctr Jacksonville, FL

*Managing Principal: Design/Build
Criteria Documents for 567-space
parking structure*

University of Alabama Fourth Avenue South and Ninth Avenue South Birmingham, AL

*Project Manager: Design/Build Criteria
Documents for 1,400-space parking
structure and 1,241-space parking
structure*

Tampa General Hospital Phases 2 & 3 Tampa, FL

*Project Manager: Design/Build Criteria
Documents for 1,160-space parking
structure and 1,389-space parking
structure*

University of North Florida Jacksonville, FL

*Project Manager: Design/Build Criteria
Documents for two 1,000-space parking
structures*

James H. Quillen VA Medical Center Mountain Home, TN

*Project Manager: 525-space parking
structure*

Nova Southeastern West Garage Ft. Lauderdale, FL

*Managing Principal: 625-space parking
structure*

Wallace Creek BEQ Garage Camp LeJeune, NC

*Managing Principal: 650-space parking
structure, D/B project*

Miami Dade GSA West Lot Miami, FL

*Managing Principal: 810-space parking
structure with 40,000 square foot of
mixed-use space, D/B project*

Lee County Justice Center Parking Structure Fort Myers, FL

*Managing Principal: 835-space parking
structure with mixed-use space*

Anthony Sarno, RA, NCARB

PROJECT ROLE: PROJECT ARCHITECT



EDUCATION:

Bachelor of Science, Kent State University
Bachelor of Architecture, Kent State University

REGISTRATIONS:

Registered Architect in Ohio and Florida

AFFILIATIONS:

National Council of Architectural Review Boards

Mr. Sarno is dedicated to producing high design projects on time and within budget. His strength is in his ability to manage large-scale projects, including both renovations and new construction. He also works on small office build-outs for corporate clients and various projects for local and state government entities. In addition to his design work, he is highly experienced at completing existing conditions surveys and report writing for compliance with current building codes and Florida accessibility guidelines. As the Project Manager/Architect, Anthony will implement the design direction and verify the correct historical context established by the team and City. He will work with the City and project stakeholders to establish the project schedule, program, key considerations, and an understanding of all interested parties. He will be responsible for creating full project package, supervising the preparation of architectural plans, and reviewing completed plans and estimates. He is also responsible for attendance at meetings, conducting on-site observation and monitoring compliance with plans. As a resident of Key West, Mr. Sarno plays an active role in the community, serving on several committees with the City and philanthropic outreach.

REPRESENTATIVE PROJECTS:

City of Key West Fire Station #2 Key West, Florida

Design of two-story, 7,200 square foot Fire Station on a 1.44 acre site in the Historic Old Town District. The station was designed to blend in the historical context of the adjoining neighborhood. The building was designed with sustainability in mind, aspiring to LEED Silver Certification.

Marathon Court House Marathon, Florida

5,500 square foot facility that was significantly renovated and expanded to house two courtrooms and their support functions.

Key West International Airport Key West, Florida

K2M was retained to design security enhancements for KWIA. The project was divided into three phases and provided a full renovation and expansion of the first and second floor of the customs terminal.

Key West City Administration Complex Key West, Florida

Design of two-story, 28,000 square foot Administration Building within the Historical District, to house 11 of the City's Departments along with the design of an adjacent four level parking garage. The City has since decided on an alternative location for the project.

MacDill Air Force Base IDIQ Contract Avon Park Range, Florida

Performs facility upgrades, utility work, airfield pavement, roads, roofs and other assorted repair maintenance projects. Task order limits range from \$2000 to \$5,000,000.

Key West AIDS Memorial Key West, Florida

Provided design and construction documents for both phases of the project, with construction administration services provided for phase one.

Steve Grasley, PE

PROJECT ROLE: PROJECT ENGINEER



EDUCATION:

MBA, Wharton School of Business
MS Mechanical Engineering, Rensselaer
Polytechnic Institute
MS Electrical Engineering, Syracuse
University
BS Electrical Engineering, Marquette
University

REGISTRATIONS:

Professional Engineer in Florida and
five other states

AFFILIATIONS:

American Society of Civil Engineers
(ASCE)

American Society of Mechanical
Engineers

American Society of Heating,
Refrigeration, and Air Conditioning
Engineers (ASHRAE)

Florida Engineering Society (FES)

Institute of Electrical and Electronics
Engineers

Malcolm Baldrige Examiner

Mr. Grasley is an experienced technical executive from the top DOW 30 companies with over 30 years of broad engineering experience including all aspects of engineering for architecture, to engineering for manufacturing systems, to advanced product development engineering for aerospace systems including avionics & controls, robotics, radar and communication systems. He has a proven track record of international business management and multifunctional leadership. He is a knowledgeable, high energy team leader with infectious enthusiasm and the ability to simplify and solve complex problems for the client. Mr. Grasley will use his engineering expertise and work closely with the Project Manager to develop the structures civil engineering components. He will work with the project team to make sure the schedule, program, and key considerations are upheld during design and construction. Mr. Grasley is a recognized leader in sustainable design including advanced structures, potable rainwater harvesting, cisterns, solar hot water, geothermal air conditioning, advanced multi-split air conditioning, and solar photovoltaic systems. Mr. Grasley has designed over 100 solar system installations around Florida, Bahamas, New Jersey, Pennsylvania, and Michigan, including the vast majority of the solar systems installed in Monroe County.

REPRESENTATIVE PROJECTS:

Marathon City Hall Marathon, Florida

With a reduced budget and scope of work, the Design Team created a 15,000 square foot single story facility to house the City of Marathon administration functions, create a convenient Council Chambers, and complete the site design, linking the Oceanfront Park to US1.

Marathon Continuing Services Marathon, Florida

Mr. Grasley is the Project Manager for a Continuing Services Contract for Engineering with the City of Marathon. Under this Contract, our Team has completed several projects for the City. Projects includes, Bike paths, fitness trails and review and analysis.

Key West International Airport Marathon, Florida

K2M was retained to design security enhancements for KWIA and Marathon Customs Terminal. The project is an upgrade to the terminal after a successful renovation for the Key West Terminal completed by the team.

Old Town Parking Garage Traverse City, Michigan

Design of large scale solar array for the Old Town Parking Deck, a municipal project located in Traverse City, Michigan's Historical District. The design resulted in a 42kw PV system with panel arrays mounted both on the roof and a cornice at the top of the building.

MacDill Air Force Base IDIQ Contract Avon Park Range, Florida

Performs facility upgrades, utility work, airfield pavement, roads, roofs and other assorted repair maintenance projects. Task order limits range from \$2000 to \$5,000,000.

City of Key West Fire Station #2 Key West, Florida

Design of two-story, 7,200 square foot Fire Station on a 1.44 acre site in the Historic Old Town District. The station was designed to blend in the historical context of the adjoining neighborhood. The building was designed with sustainability in mind, aspiring to LEED Silver Certification.

Elizabeth Newland, LA, LEED AP
PROJECT ROLE: PROJECT LANDSCAPE ARCHITECT



EDUCATION:

Bachelor of Landscape Architecture,
University of Georgia

REGISTRATIONS:

Registered Landscape Architect
Certified General Contractor

AFFILIATIONS:

American Society of Landscape
Architects

Ms. Newland has provided landscape architectural design for municipal and development projects in the Florida Keys. She has subcontracted with architects and engineers on government and private sector projects and also contracted directly with municipalities and developers. As the Landscape Architect, Ms. Newland will provide the City with responsible and cutting edge designs. Her past experience with institutional clients and local governmental bodies will be used to shape a design that enhances the surrounding area and integrates the facility into the natural adjacent historical habitat. As part of her current and recent past experiences Elizabeth provides complete project management expertise including conceptual design and master planning, local and state regulatory permitting preparing construction budgets and bank finance packages, management of architectural, engineering and interior design consultants, landscape architectural design, FF&E design and procurement, construction management and contract negotiation. In addition she led many teams with hotel renovation, construction management and contract negotiation.

REPRESENTATIVE PROJECTS:

GOVERNMENT & INSTITUTIONAL

City of Bay Harbor Islands Streetscape Master Plan
City of Sunny Isles Streetscape Master Plan
Grassy Key Fire Station
Key West Administration Building and Parking Garage
Key West Fire Station #2
Key West, Virginia Street Corridor
Key West, Caroline Street Corridor
Key West Seaport Hotel
Marathon City Hall
Marathon Community Bank
Margaret Pace Park
Marathon Wastewater Treatment Plant
Miami-Dade Expressway Authority Enhancements Master Plan
Port of Miami Enhancements Master Plan
Stock Island Fire Station
Trumen Annex

PRIVATE CLIENTS

Bayshore Golf Club
Coral Lagoon Resort
Four Seasons Hotel & Tower, Miami
Indigo Reef Marina Homes
Key West Golf Club
Parrot Key Resort
Puerta Maya Resort
Tranquility Bat Beach House Resort
The Boat House Marina
Village at Hawk's Cay
Waterfront Brewery

Florida State College at Jacksonville, Deerwood Campus Jacksonville, Florida



PROJECT DETAILS

CLIENT:

Florida State College at Jacksonville
Charles Stratmann, Exec. Director Facilities Management/Construction
501 W. State Street
Jacksonville, FL 32202
904-633-8100

Design Fee: \$150,300 Design Criteria Package

Construction Estimate: \$8.6 Million

Project Award: \$8 Million

CONTRACTOR:

Haskell Construction
James Reed, Director Project Dev.
111 Riverside Avenue
Jacksonville, FL 32202
904-791-4500

FEATURES

- 4 elevated levels
- 567 parking spaces
- Provided Criteria Package for Design/Build project delivery
- Pre-cast concrete structure with shallow foundations
- Portions of the ground level are structural pre-cast span over an existing retention pond

KEY PERSONNEL

Managing Principal – Uday Kirtikar
Project Manager – Elliot Hathorn



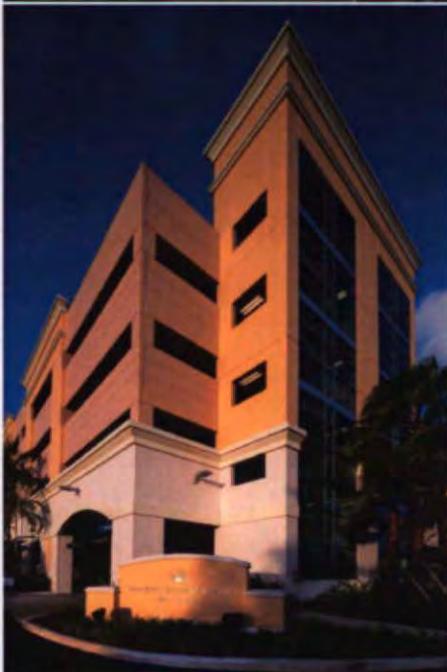
Qualifications for Design-Build Criteria Documents for Parking Garages at
Two Old Town Key West Locations
RFQ No.: #15-001

Nova Southeastern University West Garage

Davie, Florida

2013 Award of Excellence for Parking Structure Design from the Florida Parking Association

2014 IPI Award of Merit for Best Design of a Parking Facility with Fewer than 800 Spaces



PROJECT DETAILS

CLIENT:

Nova Southeastern University
Jessica Brumley, Executive Director of
Facilities Management
3301 College Avenue
Fort Lauderdale, FL 33314
954-262-8832

Design Fee: \$312,200 Full Design

Construction Estimate: \$7.9 Million

Project Award: \$8,032,000

CONTRACTOR:

Stiles Construction
Mike Finn, Project Executive
301 East Las Olas Blvd
Fort Lauderdale, FL 33301
954-593-7595

FEATURES

- Five-level, 560 space parking structure
- Walker was the Lead Design Firm providing Parking Consulting, Functional Design, and Structural, Mechanical and Electrical Engineering
- Fast track design/bid/build project required design to be completed in just 8 weeks
- Typical floor to floor height is 10'-6"
- Ground level floor to floor height is 16'-4" to allow the circulation of school buses through the structure

KEY PERSONNEL

Managing Principal – Uday Kirtikar
Project Manager – Elliot Hathorn
Project Advisor – Gary Rider

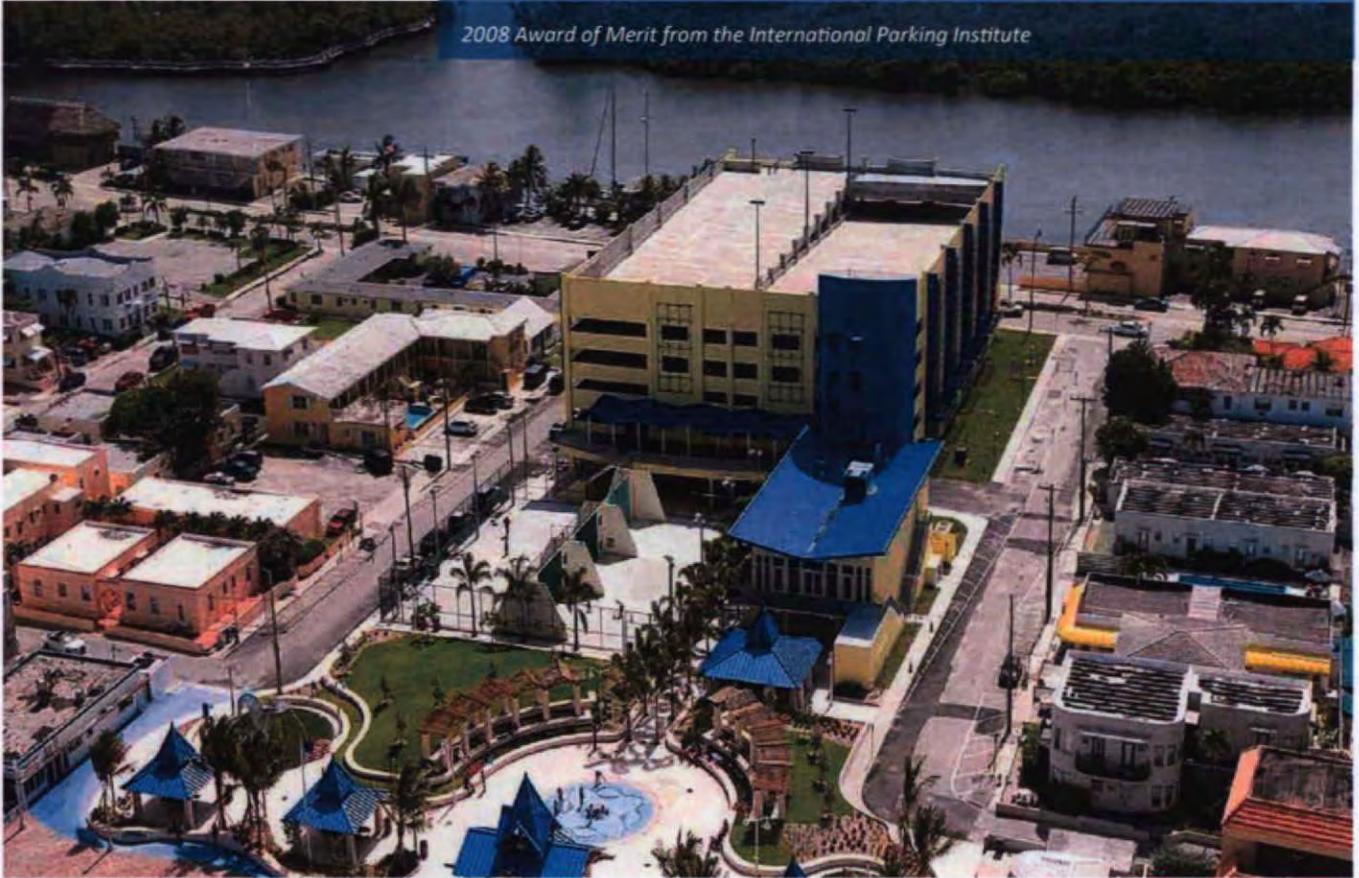


Qualifications for Design-Build Criteria Documents for Parking Garages at
Two Old Town Key West Locations
RFQ No.: #15-001

Garfield Street Community Center Parking Garage

Hollywood, Florida

2008 Award of Merit from the International Parking Institute



PROJECT DETAILS

CLIENT:

City of Hollywood
Susan Goldberg, Deputy Director CRA
330 N. Federal Highway
Hollywood, FL 33020
954.924.2980

Design Fee: \$344,000 Full Design

Construction Estimate: \$16.0 Million

Project Award: \$16.5 Million

CONTRACTOR:

Stiles Construction
Mike Finn, Project Executive
301 East Las Olas Blvd
Fort Lauderdale, FL 33301
954-593-7595

FEATURES

- 6-story, cast-in-place parking garage offers 408 beach parking spaces
- Contextual beach colors of blue waters and cream-colored sand
- Nautical architectural elements, the elliptical stair/elevator tower evokes the stack of a cruise liner and the sloping vertical metal fins on the elevations capture the essence of sails
- 5,000 sf, 2-story community center features a banquet hall, private restrooms, office, paddleball pro-shop and scenic wrap-around balcony

KEY PERSONNEL

Project Manager – Uday Kirtikar
Structural Engineer – Elliot Hathorn
Director of Operations – Gary Rider



Qualifications for Design-Build Criteria Documents for Parking Garages at
Two Old Town Key West Locations
RFQ No.: #15-001

Hancock County Civic Center Parking Levels

Bay St. Louis, Mississippi



PROJECT DETAILS

CLIENT:

City of Bay St. Louis
Buz Olsen, Economic Development
Director
688 Highway 90
Bay St. Louis, MS 39520
228-466-9000

Design Fee: \$138,200 Full Design

Construction Estimate: \$3 Million

Project Award: \$3.1 Million

CONTRACTOR:

White-Spinner Construction
Brian K. Fallin, Project Superintendent
2010 West I-65 Service Road South
Mobile, AL 36693
251-445-1766

FEATURES

- 2 levels
- 120 parking spaces
- Cast-in-place, post-tensioned concrete construction on pile foundation system
- Solar powered renewable energy
- Energy-efficient LED light fixtures
- Rainwater harvesting system
- Designed for construction of Hancock County Civic Center on top of the parking levels
- Provided Function Design, Structural, Mechanical, Electrical and Plumbing Engineering

KEY PERSONNEL

Managing Principal – Uday Kirtikar
Project Manager – Elliot Hathorn
Director of Operations – Gary Rider

State Street Parking Garage / Mixed-Use Facility

Sarasota, Florida



PROJECT DETAILS

CLIENT:

City of Sarasota
Steven Stancel, Chief Planner
1565 1st Street
Sarasota, FL 34236
941-365-2200

Design Fee: \$374,500 Full Design

Construction Estimate: \$10 Million

Project Award: \$10.8 Million

CONTRACTOR:

AD Morgan Construction
John Kalaf, Vice President
716 North Renellie Drive
Tampa, FL 33609
813-832-3033

FEATURES

- Narrow project site dictated a building footprint of only 107' 4" by 206'
- Designed for the addition of a future liner building of 40' by 107' 4"
- 14,000 SF ground level retail shell
- 6 elevated levels
- 395 parking spaces
- Cast-in-place, post-tensioned concrete construction
- Design/Build project delivery
- Walker is the Lead Design Firm providing Parking Consulting, Functional Design, and Structural, Mechanical and Electrical Engineering

KEY PERSONNEL

Managing Principal – Gary Rider
Project Manager – Elliot Hathorn
Project Advisor – Uday Kirtikar

Management Approach and Quality Control

MANAGEMENT APPROACH

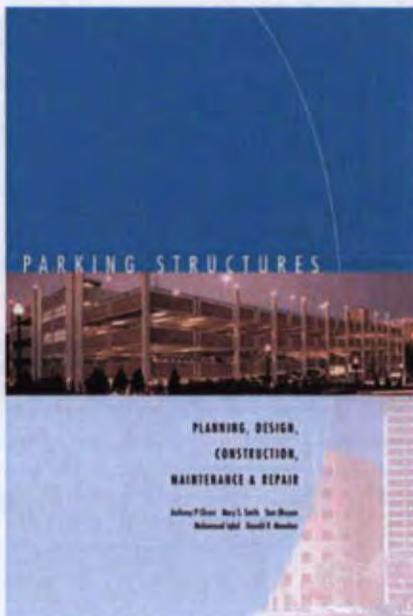
One of the most rapidly growing methods of project delivery is design/build. A recent study commissioned by the Design-Build Institute of America (DBIA) and conducted by RSMeans Reed Construction Data Market Intelligence determined that in 2010 about 40% of non-residential construction projects in the United States were completed using the design-build project delivery method, a ten percent increase since 2005. The method offers the potential for faster project completion, lower cost and fewer disputes among team members, but not always. Without the clear direction provided by a detailed criteria package, the process may go awry and the resulting product may not meet the Owner's initial expectations.

A detailed criteria package defines the projects requirements and specifications for the design/build team. Project requirements provide an obvious tool for evaluating the finished project, because a final review should examine whether each requirement has been met. Unfortunately, meeting all of the requirements doesn't ensure a quality product if the requirements were not specific and well defined with an eye on the quality of the end-user's experience. That's where Walker comes in!

Walker has a unique understanding of the design/build process, having been involved both as an owner's consultant and as part of a contractor's design/build team. Increasingly, owners are bringing Walker on board at an early stage to provide scope documents for the project to assure that all the competing design/build teams are providing a similar level of functional efficiency and quality materials in their proposed parking structure. The scope documents clearly define the project and the contractor's requirements for schedule, quality, and coordination with other contractors working on the site. Thorough criteria documents that define the project's architectural, functional, design and durability requirements, and acceptable systems and materials, are essential for an owner to adequately evaluate design/build proposals.

Walker understands all of the nuances of parking structures so you can rest assured your criteria package will allow you to compare apples-to-apples when the design/build proposals are reviewed. Over the past 50 years, our singular focus on parking has driven us to become experts in the field. We're not a jack of all trades who dabbles in parking; we're the parking specialists. This expertise ensures you that our recommendations will be reliable, reasonable, and cost effective.

Our ongoing commitment to original research on the subject of parking has kept Walker at the forefront of the industry with creative solutions that are truly ahead of the curve. Our staff has literally written the book on parking planning and design; first published by Van Nostrand Reinhold in 1989, with a Second Edition in 1996, and a Third Edition in 2001. Many industry experts consider this book to be the single best source of information on parking. Our staff is also active on committees of the International Parking Institute and the National Parking Association. These committees are the forward-looking, thought-leaders of the parking industry. They're the trend setters, establishing the industry standards that will be followed for years to come.



Management Approach and Quality Control

- **Functionality**
- **Efficiency**
- **Durability**
- **Aesthetics**

The team that Walker has assembled for this project consists of senior-level people who have decades of hands-on parking planning, operations and management experience. They've literally walked in your shoes! Their real world experience is beneficial to you because it provides the contextual knowledge that allows us to go beyond the simple textbook theories in order to develop workable solutions that address the challenges the community faces every day. Walker can assist you with development and management of this process so that you will achieve a high quality project at an economical price.

Walker's typical services are to provide a full set of criteria documents so that the project can be bid by competing design/build teams. Typically, this involves taking the documents through the schematic phase; however, in some instances the documents may be completed through design development.

Walker will partner with the City, working closely to ensure a complete understanding of the parking project requirements. Every project should be an interactive process with the Owner, involving discussions of the various options and priorities as they relate to the Owner's budget and fiscal constraints. Our approach reflects the importance of using the 'Total Cost of Ownership' approach; where a well conceived functional and efficient design produces – lower initial construction costs, lower operating costs and lower long term maintenance costs. This approach along with a user-friendly, aesthetically pleasing design in compliance with the City's architecture standards will allow us to deliver a project both the City and the design team can be proud of.

The "art" of properly designing a parking structure is what separates Walker from any other parking designer in the country. Our knowledge of parking geometrics, driving comfort and circulation makes it possible for us to design a parking structure that is both user-friendly and economical to build. We'll start with the functional (vehicular) design, paying careful attention to the parking characteristics of the various user groups. Specific parking areas may have to be identified, entry/exit points designed and level of comfort established. Working closely with the project team and stakeholder representative, Walker will prepare alternative layouts as warranted until all the project functional requirements have been met.

Walker is known within the industry for providing particularly efficient designs for parking structures (low square foot per vehicle). As an example, in a 700 space structure, improved efficiency in the parking layout can save nearly \$100,000 in construction costs for every three square feet improvement per space in the efficiency of the parking layout. With a Walker functional design, the end result for the owner is more cars at a lower cost.

Concurrently, Walker's design team will evaluate the functional designs to determine the most appropriate structural grid. To that end, Walker has developed a matrix for the structural system selection that can be implemented as part of the design process. We will consider, with the owner, architect, design/build team which systems are viable, layout a functional plan that is suitable yet flexible and let the construction market determine the system type.

Management Approach and Quality Control

One of the most important elements of a parking garage is the overall durability of the structure. Walker has pioneered the use of concrete additives, galvanized and stainless steel connections and materials testing standards to create a facility that will require minimum maintenance and provide decades of trouble-free service.

Lastly, Walker will use a "Level of Service" design approach because unlike a building, a parking structure is faced with circulating people both as drivers and pedestrians. The ability of the parking facility to safely, comfortably and logically circulate both the parking patron and the vehicle is essential to the user acceptance of the facility.

The success of the projects completed under this contract is dependent upon the development of a straightforward plan and implementing processes to manage and control each project's design, cost-estimating, and administrative elements. Using a partnering approach that engages all participants will ensure that the final products meet the objectives and achieve the goals of the City of Key West. Clear lines of communication and responsibility with the project TEAM, all key stakeholders, and the community will be critical to a successful project. Formally scheduled communication channels, such as regular and frequent meetings, are the foundations of the partnering system. Only a mutually beneficial partnership can accomplish the project goals on time and within budget.

Walker will be the overall project lead given their significant expertise in structured parking design. As part of our services for Key West, K2M Design will serve as the local representative for the project team. They will participate in the design of the garage exterior ensuring that the warmth and charm of Key West will be captured in our design. K2M will also engineer the systems as required for criteria documents, interact with community groups, and engage the authorities having jurisdiction. As required, the Walker Team shall maintain records pertaining to this contract for three (3) years after the termination of the contract. Furthermore, The Walker Team shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

QUALITY CONTROL

Quality Control is an ongoing process supported by the entire project team throughout the course of the project. While the Managing Principal and Project Manager take overall responsibility for quality control, each project team member takes ownership of a part of that process and will implement quality control practices for their specific areas of responsibility with respect to the project. Walker has an established quality assurance program that defines a systematic framework for our project teams to work within. Walker's Managing Principal and Project Manager will fine tune that framework, tailoring it to the specific needs of this project. These quality control procedures are equally applicable during Walker's role as a Design Criteria Professional to ensure a quality end product addressing all of the Owner's requirements.

Management Approach and Quality Control

Key components of the program are discussed below.

- **Partnering**
 - **Clear Communication**
 - **Regular Meetings**
 - **Meeting Agendas and Minutes**
 - **Document Management and Control**
 - **Decision Matrix**
 - **Strategies for RFI**
- The Walker Project Manager will publish a project contact list with the names of principal contacts, backups, contracts, mailing addresses, telephone and fax numbers.
 - The Project Manager will meet with the City and the project team members to clarify and expand on project requirements for each deliverable. All meetings will have an agenda and meeting minutes will be issued as soon as feasible.
 - The Project Manager will then meet with Walker staff to discuss the Management Plan and Responsibilities Matrix. All meetings will have an agenda and meeting minutes will be issued as soon as feasible.
 - The following is a representative Meeting Agenda explaining the items we anticipate will be covered:
 - a. Outline the effort of each team member
 - b. Require each team member to analyze the project as follows for each task:
 - 1) List basic information, design criteria, and applicable standards required to accomplish outlined tasks.
 - 2) List the main items of information that must be exchanged among the project team members to complete the entire project, and the initiating team member for each item.
 - 3) Identify other consultants who must furnish information to accomplish the outlined tasks.
 - 4) Identify and document the above and send it to Project Manager, Managing Principal and City for review and coordination.
 - c. Agree upon procedures to ensure that all work will be performed in the planned and ordered sequence.
 - d. Assign specific dates for each listed exchange of information in order to maintain the project schedule requirements.
 - e. Clearly document the format and distribution of each exchange of information in the scheduling procedures.
 - 1) The project team members who must receive copies of all information exchanges.
 - 2) Format of all information exchanges i.e. drawings, sketches, memoranda of design criteria, manufacturer's specifications, etc.
 - 3) Information on any changes regardless of apparent magnitude shall be exchanged.
 - f. Document coordination and checking.
 - 1) Define methods to ensure coordination of all elements for visual effect, constructability, function, and full compatibility.



- 2) Define integration of cost estimating into directing design efforts.
 - 3) Define procedures for overall coordination among all drawings and specifications.
 - 4) Define checking procedures for calculations, drawings, specifications, software and other study and design documents.
 - 5) Document checking activities in sufficient detail to permit verification by the City and the project team members.
- g. Document Control.
- 1) Agree on procedures so that documents, including changes, will be reviewed for adequacy, approved for release by authorized persons, and properly conveyed to the City and the project team members.
 - 2) Identify those responsible for reviewing, approving and releasing documents and revision to those documents.
 - 3) Note: cursory supervisory reviews will not satisfy the full intent of this requirement. Planned design verification may vary from spot-checking of calculations to full-scale review of design drawings and specifications as required by circumstances.
- h. Corrective Action.
- 1) Clearly define responsibility and procedures for corrective action in the event those nonconformances in the service or resulting deliverables are found to exist.
 - 2) Document and communicate corrective action to the City and the project team members.
- Schedule regular progress meetings and discussions. Agendas and minutes will be issued to the City and the project team members.
 - Confirm communication methods for this project with the City and the project team to ensure we are meeting all their expectations. Communication methods will include:
 - 1) Face to face meetings
 - 2) Telephone and email communications
 - 3) Appropriate technology for electronic document handling, for example a project website may be used as a repository of all current and evolving project data. This project website will allow the City and the project team members to monitor progress and give feedback in real time as the work is being produced.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: *Gary S. Rider*
Gary S. Rider, P.E.
Managing Principal
WALKER PARKING CONSULTANTS

Sworn and subscribed before me this

8 day of January, 2015.

Melinda Maxwell
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 04/08/2018



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. (RFQ) No. 15-001 for
Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations

2. This sworn statement is submitted by Walker Parking Consultants, Inc.
(Name of entity submitting sworn statement)

whose business address is 4904 Eisenhower Boulevard, Suite 150, Tampa, FL 33634
and (if applicable) its Federal
Employer Identification Number (FEIN) is 38-1782774 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Gary S. Rider and my relationship to
(Please print name of individual signing)

the entity named above is Managing Principal

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Gary S. Rider
(Signature)
January 8, 2015
(Date)

STATE OF Florida

COUNTY OF Hillsborough

Gary S. Rider
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Melinda Maxwell who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 8 day of January, 20 15

My commission expires: 04/08/2018
NOTARY PUBLIC

Melinda Maxwell



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. 15-001 for Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations

2. This sworn statement is submitted by K2M Design, Inc.
(Name of entity submitting sworn statement)
whose business address is 1001 Whitehead Street, Key West, FL 33040
and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-1246327 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Anthony Sarno and my relationship to
(Please print name of individual signing)
the entity named above is Director.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

ADJ

(Signature)

1.8.15

(Date)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

ANTHONY J. SARNO
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this 8th day of January, 2015.

My commission expires:
NOTARY PUBLIC

Stacy L. Gibson





THE CITY OF KEY WEST
3126 Flagler Ave
Key West, Florida 33040

December 14, 2014

To: All Prospective Respondents

Subject: Request for Qualifications for Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations

The City of Key West (CITY) Request for Qualifications (RFQ) No. 15-001: Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations contains the following documents.

The Request for Qualifications, which is ten (10) pages in length and contains important information on scope of work, deadlines, required response contents, selection process, and required forms.

Information to Proposers one (1) page in length
Call for Request for Qualifications two (2) page in length
Request for Qualifications 15 pages in length
Anti-Kickback Affidavit one (1) page in length
Public Entity Crimes Certification two (2) pages in length
City Ordinance Sec. 2-799 Equal Benefits for Domestic Partners four (4) pages in length
City Ordinance Sec.2-773 Cone of Silence four (4) pages in length
Sample Agreement 22 pages in length

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

Firms/corporations submitting a response should ensure that the following documents are completed, certified, notarized and returned as instructed.

INFORMATION TO PROPOSERS

SUBJECT: REQUEST FOR QUALIFICATIONS NO: RFQ #15-001 Request for
Qualifications for Design-Build Criteria Documents for Parking Garages at Two
Old Town Key West Locations

ISSUE DATE: December 14, 2014

**PRE RESPONSE
CONFERENCE:** N/A

**MAIL OR SPECIAL
DELIVERY REPOSSES TO:**

CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

**RESPONSES MUST BE
RECEIVED:** January 14, 2015

NOT LATER THAN: 3:00 P.M.

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

**CALL FOR REQUEST FOR QUALIFICATIONS
FOR DESIGN-BUILD CRITERIA DOCUMENTS
FOR PARKING GARAGES AT TWO OLD TOWN KEY WEST LOCATIONS**

NOTICE is hereby given to prospective proposers that the City of Key West (CITY) is seeking qualifications for a Design-Build Criteria Documents for Parking Garages at Two (2) Old Town Key West Locations: RFQ No. 15-001. The Clerk of the City of Key West, Florida at 3126 Flagler Ave, Key West, Florida 33040 will receive responses to this Request for Qualifications until 3:00 P.M. local time on January 14, 2015. Late proposals will not be considered. RFQ DOCUMENTS may be obtained from the City of Key West at www.keywestcity.com or DemandStar by Onvia at www.demandstar.com/supplier (or call toll-free 1-800-711-1712). Applicants shall submit one (1) response marked "Original", and two (2) flash drives, each shall contain one PDF file each of the full response enclosed in two (2) sealed envelopes, one within the other clearly marked on the outside: RFQ No. 15-001: Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations, addressed and delivered to:

CITY CLERK
CITY OF KEY WEST, FLORIDA
3126 FLAGLER AVE
KEY WEST, FLORIDA 33040

Prior to award by the CITY the successful Responder must be able to prove that Responder held State Licenses prior to submittal of Qualifications as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Responder must be able to prove that Responder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Request for Qualifications document. The successful Responder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Request for Qualifications. The CITY may reject Responses: (1) for budgetary reasons, (2) if the Responder misstates or conceals a material fact in its Response, (3) if the Responder does not strictly conform to the law or is non-responsive requirements, (4) if the Response is conditional, (5) if a change of circumstances occurs making the purpose of the Response unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any Response.

The successful Responder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10 days of Notice of Award. The successful Responder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. A City of Key West Business Tax Receipt as defined in the Code of Ordinances, Chapter 66, Category 12c (General Services). Fee not to exceed \$98.70.

All proposal insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her

place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of each qualified Responder to perform the size and type of work specified under this Contract. Upon request, Responders shall submit such information as deemed necessary by the Owner to evaluate the Responder's qualifications.

For information concerning the proposed work, contact Jim Bouquet, P.E., Engineering Department, telephone (305)-809-3962 or email at jbouquet@cityofkeywest-fl.gov.

Any response received after the response deadline will not be considered. Upon selection of the most qualified firm and approval by the City commission, the City will negotiate a contract with the selected firm. If the selected firm does not execute the contract with the City within sixty (60) days after award, the City reserves the right to award the contract to the next most qualified firm. A responder may not withdraw its response before the expiration of sixty (60) days from the date of proposal opening. A responder may withdraw its proposal after that date only if it provides written notification prior to the approval of selection by the City Commission. The City of Key West reserves the right to reject any or all of the responses submitted.

For questions concerning any aspect of this RFQ please contact:

Mr. Jim Bouquet, P.E.
Director of Engineering
3140 Flagler Ave
Key West, FL 33040
(305) 809-3962
jbouquet@cityofkeywest-fl.gov

**REQUST FOR QUALIFICATIONS FOR DESIGN-BUILD CRITERIA DOCUMENTS
FOR PARKING GARAGES AT TWO OLD TOWN KEY WEST LOCATIONS**

The City of Key West is seeking the services of a parking garage consulting firm or architect/engineering firm with extensive experience in the preparation of design-build criteria documents for parking garages. Experience must include integrating parking garage facilities into urban, historic districts.

QUALIFICATIONS CRITERIA

The qualification criteria applied to the selections of firms for further consideration are the following:

- The firm has specialized experience and technical competence providing design-build criteria documents and/or preparation of construction documents parking structures (a minimum of five parking structures in the previous 10 years).
- The firm has experience in cost estimating from conceptual design schemes.
- The anticipated team would consist of the lead parking garage consulting firm supported by an architect, geotechnical engineer, civil engineer/surveyor and landscape architect (local as practicable) to develop design/build criteria documents for the planned Parking Structures for the City of Key West, FL. Support firms may be on multiple teams.
- Assigned and identified staff have capacity to accomplish the work.
- The firm has the ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned contract manager relative to the CITY will be a factor in overall evaluation.

SUBMISSIONS DETAILS

Proposing firms should submit a complete qualifications package that includes:

- Complete company profile
- Names, job classifications, and qualifications of professional personnel who will be assigned to perform services of this contract.
- Examples of five (5) parking garage projects performed by the firm within the past 10 years. The examples should include the name of client, client's representative, client's address and telephone number, key personnel involved in design phase services, design services fee, estimate of construction cost, name of contractor awarded project contract award amount, contractor's representative, contractor's address and telephone number.
- Proposed management approach to be taken on services rendered. A description of the firm's procedure for quality control should be provided.
- Anti-Kickback Affidavit and Public Entity Crimes Certification for members of any team.

SELECTION PROCESS

The following steps will be followed in the selection process:

1. City of Key West management and staff will review each response that is submitted and determine which ones are considered responsive to the RFQ.
2. The City staff tasked with the review of the responses to the RFQ will rank the responses in a publicly advertised meeting using the selection criteria matrix attached.
3. The ranking and selection of the firms will be presented to City Commission for approval.
4. Firms may be required to give a presentation to the City Commission at a meeting to be scheduled at a later date. Presentations shall not exceed 10-minutes or of such time as allowed by the Commission.
5. The City Commission reserves the right to accept the recommendation of the evaluation team or approve an alternative ranking and selection.
6. City Commission will authorize the City Manager to negotiate a contract with the highest ranked firm. If the City Manager is unable to negotiate a satisfactory contract with the highest ranked firm or team, the City Manager will terminate negotiations and then negotiate with one or more of the lower-ranked firms and so on in order of preference if needed, or, if so directed by the City Commission, reject the remaining proposals.
7. If the City Manager is unable to negotiate a satisfactory contract with a selected firm, the City Manager will terminate negotiations.

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: REQUEST FOR QUALIFICATIONS
FOR DESIGN-BUILD CRITERIA DOCUMENTS
FOR PARKING GARAGES AT TWO OLD TOWN KEY WEST LOCATIONS

Project Number: RFQ #15-001

Firm _____

Date _____

| SELECTION CRITERIA | POINTS ALLOWED | POINTS EARNED |
|--|-----------------------|----------------------|
| Specialized experience and technical competence of the firm in the preparation of design-build criteria documents for parking garages. | 40 | |
| Specialized experience and technical competence of the firm in siting and conceptual layout of parking garages including needs/use assessment. | 20 | |
| Specialized experience and technical competence of the firm in the design in a historic context. | 10 | |
| Professional qualifications of staff personnel/capacity of assigned and identified staff to accomplish work. | 10 | |
| Ability to perform the services expeditiously at the request of the CITY. | 10 | |
| Local presence and/or use of local sub-consultants on team. | 10 | |
| Total Points | 100 | |

SCOPE OF WORK

General: The proposed project is to prepare separate Design-Build Criteria Documents for each of two parking garages to be located in Old Town Key West. The locations are 609 Greene Street and 616 Simonton Street. The attached marked-up photographs roughly define these locations; however, proposers are encouraged to visit each site during preparation of proposals. For each location, the City desires a multi-level parking garage in a manner that is economical and honors the historic district in which it lies. Some schemes (e.g., Greene Street) may also include the incorporation of retail space.

For each location, the following scope of work is anticipated:

PHASE I – SCHEMATIC DESIGN AND PREPARATION OF DESIGN/BUILD CRITERIA DOCUMENTS

1. Meet with representatives of the City and other appropriate parties to establish the project requirements, budget, and overall schedule.
2. Prepare requirements for, and conduct the topographic site survey and geotechnical investigation for the parking structure site.
3. Develop and evaluate alternative functional designs for the parking structure identifying the following:
 - a. needs assessment based on review of available analysis previously performed by the City
 - b. internal vehicular circulation
 - c. efficiency (square feet per car)
 - d. location setback requirements and overall dimensions
 - e. location of entrances and exits
4. Determine the merits and estimated cost of each scheme and, in conjunction with the City, select the preferred functional design.
5. Meet with any governing agencies (City Planning, Development Review Committee, Historic Architectural Review Committee (HARC), Tree Commission, Key West Bight Board, Fire Department, etc.) to obtain input and conceptual approval on functional issues.
6. Meet with the Chief Building Official (CBO) and perform a code review to determine the required number and location of stair towers, required number and location of elevators, and other code-related design issues.
7. Review active and passive security features and, in conjunction with the City representatives, determine the desired level of security to be included in the parking structure.



Google earth

feet
meters



609 GREENEST

1/3



Google earth

feet
meters



609 GREENE ST.

2/3



Google earth

feet
meters



609 GREEN ST.

3/3



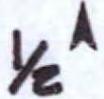
616 Simonton St, Key West, FL 33040, USA

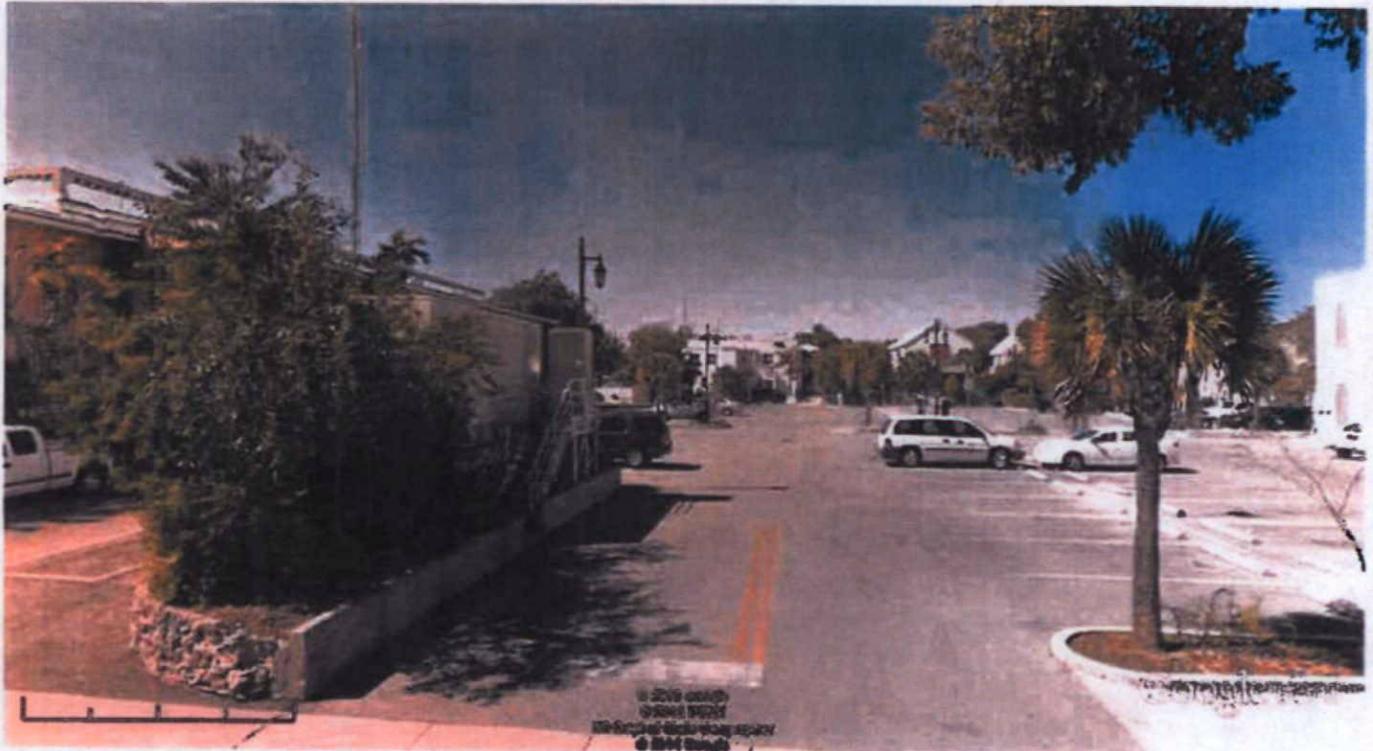
Google earth

feet
meters



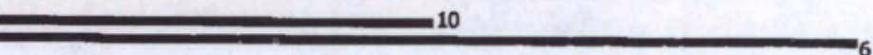
616 SIMONTON ST.





Google earth

feet
meters



616 SIMONTON ST.

E/2

8. Review alternative structural systems and recommend acceptable systems.
9. Review feasibility of an automated parking garage(s) and provide recommendations/comments.
10. Review life cycle costs for various lighting systems including LED and fluorescent. In conjunction with the City, select the preferred lighting system.
11. Establish required lighting levels and uniformity ratios for typical parking areas, entry/exit areas, and pedestrian areas.
12. Determine the code required fire protection system for the parking structure.
13. Prepare schematic drawings defining the building dimensions, vehicular circulation, parking layout, stair/elevator tower locations, floor to floor dimensions, graphics, allowable shear wall locations, suggested architectural treatment of the facade and typical details for acceptable architectural structural, mechanical, and electrical systems.
14. Prepare design/build criteria documents including demolition plan, specifications describing minimum standards, acceptable materials, and acceptable manufacturers for critical components. Incorporate City's standard front end documents into the specifications. The criteria documents will include the City's requirements as to the various phases of design and approvals required and/or mandated by the City.
15. Establish parameters and concepts to support applications and approval packages for Major Development Plan, Landscape Plan and concept design plans for Planning Board, HARC, Tree Commission and City Commission approval by selected Design-Build Contractor.
16. Provide an opinion on the estimate of probable cost of construction based on established design-build criteria.
17. Attend City Commission meeting to present design-build criteria and parking garage concept.

PHASE II – BIDDING PHASE SERVICES AND DESIGN/BUILD SUBMITTAL EVALUATION

1. Assist City representatives in developing a Request for Proposal (RFP) including scope documents for design/build teams.
2. Attend a pre-bid conference with potential proposers to answer questions and clarify intent of the scope documents.

3. Review design/build proposals for conformance with criteria scope documents.
4. Attend interviews and assist in selection of a design/build team.
5. Attend City Commission meeting to support selection of recommended design-build team.

PHASE III – DESIGN BUILDER’S DESIGN PHASE

1. Coordinate and monitor the selected Design Builder’s design phases and recommend approval or disapproval to the City. Review design/build team’s final design drawings and specifications at 50% and 90% completion for conformance with criteria documents.
2. Respond to all enquiries and evaluate alternatives presented from the Design-Builder for compliance with the bidding documents and possible City approval.

PHASE IV – CONSTRUCTION ADMINISTRATION

1. Review shop drawings, schedule, and project test results for compliance with criteria documents. Review of shop drawings will typically be limited to verification for general conformance with criteria documents and approved plans following a complete check and approval of the shop drawings by the Architect/Engineer of Record.
2. Attend progress meetings and provide job site observations to verify the quality of work and conformance with criteria documents. Job site visits will be at intervals appropriate to the stage of construction.
3. Prepare a punch list for the project at substantial completion.

Submit to:

City Clerk
City of Key West
3126 Flagler Ave Street
Key West, FL 33040

Date/Time:

January 14, 2015
3:00 PM

Identification of Responses:

Responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Request for Qualifications No. 15-001 – Qualifications for Design-Build Criteria Documents for Parking Garages at Two Old Town Key West Locations**, the due date, and the respondent’s name.

Number of Copies:

Applicants shall submit one response marked “Original” and two (2) flash drives, each shall contain one PDF file of the full response. All contents of a Responder’s submittal shall remain the property of the City.

Response Preparation Costs:

The costs of response preparation for both steps in the process are not reimbursable. Response preparation costs are the applicant’s total responsibility.

Authorized Signature:

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

Property of the City:

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

License Requirements:

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses (including Florida-licensed Professional Engineer). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Insurance/Indemnification:

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

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

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

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

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

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

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

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

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

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

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

Indemnification

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

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

a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTACTS

Every request for information should be in writing addressed to Mr. Jim Bouquet, P.E., Director of Engineering, emailed or faxed, and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of the responses to the RFQ. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the RFQ. If an addendum is issued you will be notified by DemandStar by Onvia. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under his response as submitted. All addenda so issued shall become a part of the Contract document.

Contact: Jim Bouquet, P.E., Director of Engineering, 3140 Flagler Ave, Key West, FL 33040, Phone: 305-809-3962, Fax: 305-809-3739. Email: jbouquet@cityofkeywest-fl.gov.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is _____ and my relationship to
(Please print name of individual signing)

the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing) who, after first being sworn by me, affixed his/her signature in the

space provided above on this _____ day of _____, 20__.

My commission expires:
NOTARY PUBLIC _____

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).

- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
 - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.
- (b) Equal benefits requirements.
- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
 - (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
 - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
 - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
 - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or

- his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers. The provisions of this section shall not apply where:
- (1) The contractor does not provide benefits to employees' spouses.
 - (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - (3) The contractor is a governmental entity.
 - (4) The sale or lease of city property.

- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

Sec. 2-773. Cone of Silence

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

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

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

AGREEMENT

Between

CITY OF KEY WEST

And

For

**REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD
CRITERIA DOCUMENTS FOR PARKING GARAGES AT TWO
OLD TOWN KEY WEEST LOCATIONS**

KEY WEST, FLORIDA

Date

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

AND

_____, a corporation organized under the laws of the State of _____, its successors and assigns, hereinafter referred to as "CONSULTANT."

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

- 1.1. **Agreement:** This document, Articles 1 through 8, inclusive. Other terms and conditions are included in the CITY's RFQ 15-001, CONSULTANT's Response to RFQ dated _____, 2015, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. 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.
- 1.3. **CONSULTANT:** The parking garage consultant selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. **CITY:** City of Key West.

- 1.7. **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

ARTICLE 2

PREAMBLE

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

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 12-003 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from CONSULTANT dated _____, 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 shall include but are not limited to the following in regard to the Agreement:
 - 3.1.1. Schematic design and preparation of design-build criteria documents for parking garages
 - 3.1.2. Bidding phase services and design-build submittal evaluation.
 - 3.1.3. Design Builder's design phase
 - 3.1.4. Construction Administration.

- 3.2. CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of 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 CITY.
- 3.4.2. 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.
- 3.4.3. 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.
- 3.4.4. A task order may be terminated at any time, with or without cause, by the CITY 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 CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY 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 CITY and delivered to CONSULTANT.
- 3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. 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 Task Order. In all task orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered 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 CITY'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 CITY.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of one (1) or two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 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 CITY or other governmental authorities having jurisdiction over the Task Order, 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 Task Order 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 Task Order 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.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

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

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

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

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

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

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

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

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the TASK ORDER 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 (CONSULTANT AND Subconsultants): See attached Exhibit A

5.1.2.3. CONSULTANT and Subconsultants allowed annual wage adjustment shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)

5.1.2.4. 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.

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

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

5.2. REIMBURSABLES

- 5.2.1.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:
- 5.2.1.2. Identifiable transportation expenses in connection with the Task Order, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
- 5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.
- 5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
- 5.2.1.5. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.
- 5.2.1.6. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.
- 5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Task Order. 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, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for 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 Task Order number 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 Task Order number on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Task Order. 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 Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. 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. 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 TASK ORDER or any task order.

5.4. METHOD OF PAYMENT

- 5.4.1. CITY shall pay CONSULTANT within forty-five- (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- 5.4.2. In the event CONSULTANT has utilized a Subconsultant in order to perform the Task Order, CONSULTANT will be required to provide documentation that Subconsultant and Subconsultants of Subconsultants have been paid prior to payment being made to CONSULTANT.
- 5.4.3. Payment will be made to CONSULTANT at: _____

ARTICLE 6

CITY 'S RESPONSIBILITIES

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

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, 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 Task Order for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the

provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by CITY at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 8.13 NOTICES of this Agreement.
- 7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 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.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

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

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

- 7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that 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.
- 7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

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

Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any 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.

7.5.3. CONSULTANT shall 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.

7.6. SUBCONSULTANTS

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY 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 CITY'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.
- b.
- c.
- d.

Hourly rates are as on attached Exhibit A.

7.7. ASSIGNMENT AND PERFORMANCE

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

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

- 7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFQ without the Contract Administrator's prior written approval.

7.8. INDEMNIFICATION OF CITY

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

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

7.9. INSURANCE

- 7.9.1. CONSULTANT 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. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

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

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

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

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order 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 Task Order shall be addressed.

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

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

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

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

7.12. CONSULTING TEAM

- 7.12.1. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 7.12.2. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.12.3. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.
- 7.12.4. 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.
- 7.12.5. 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 CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.
- 7.12.6. 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.

7.13. 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 CITY OF KEY WEST:
City of Key West
3140 Flagler Ave
Key West, FL 33040

FOR CONSULTANT:

7.14. 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 CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.15. 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.

7.16. CONSULTANT'S STAFF

- 7.16.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.
- 7.16.2. 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.
- 7.16.3. 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.

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

7.18. 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.

7.19. CONFLICTS

7.19.1. 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.

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

7.19.3. 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.

7.20. 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, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.21. WAIVER OF BREACH AND MATERIALITY

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

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

7.22. 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.

7.23. 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 CITY or CONSULTANT elects to terminate this Agreement.

7.24. JOINT PREPARATION

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

7.25. 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.

7.26. 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.

7.27. INCORPORATION BY REFERENCE

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

Exhibit A – CONSULTANT/Subconsultants' Hourly Rates

7.28. 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.

CITY

ATTEST:

Cheryl Smith, City Clerk

____ day of _____, 20__

James Scholl, City Manager

____ day of _____, 20__

CONSULTANT

ATTEST:

By _____

(Print Name)

____ day of _____, 20__

By _____

(Print Name)

____ day of _____, 20__

Exhibit A
Hourly Fee Schedule
Date

Position Title

Hourly Rate

RFQ #15-001 Request for Qualifications for Parking Garages Design-Build Criteria Documents
 Ranking Committee Date: February 5, 2015

| SELECTION CRITERIA | POINTS ALLOWED | DESMAN | | | | | TIM HAAHS | | | | | WALKER | | | | |
|--|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 |
| Specialized experience and technical competence of the firm in the preparation of design-build criteria documents for parking garages. | 40 | 35 | 35 | 34 | 30 | 35 | 30 | 30 | 32 | 32 | 30 | 35 | 38 | 35 | 34 | 40 |
| Specialized experience and technical competence of the firm in siting and conceptual layout of parking garages including needs/use assessment. | 20 | 15 | 18 | 18 | 17 | 17 | 10 | 12 | 18 | 18 | 16 | 12 | 18 | 18 | 18 | 19 |
| Specialized experience and technical competence of the firm in the design in a historic context. | 10 | 7 | 6 | 8 | 5 | 7 | 4 | 5 | 7 | 5 | 6 | 6 | 8 | 8 | 8 | 9 |
| Professional qualifications of staff personnel/capacity of assigned and identified staff to accomplish work. | 10 | 8 | 9 | 8 | 8 | 8 | 7 | 5 | 8 | 5 | 5 | 7 | 9 | 8 | 7 | 9 |
| Ability to perform the services expeditiously at the request of the CITY. | 10 | 7 | 8 | 8 | 5 | 7 | 5 | 5 | 10 | 7 | 7 | 7 | 9 | 10 | 6 | 8 |
| Local presence and/or use of local sub-consultants on team. | 10 | 6 | 8 | 7 | 5 | 8 | 4 | 5 | 4 | 5 | 5 | 7 | 9 | 8 | 7 | 8 |
| Total Points by Individual Staff | 100 | 78 | 84 | 83 | 70 | 82 | 60 | 62 | 79 | 72 | 69 | 74 | 91 | 87 | 80 | 93 |

Total Points by Respondent

397

342

425

Total Possible Points

500

500

500

Percentage of Total Points by Respondent of Total Possible Points

79.40%

68.40%

85.00%

DESMAN

TIM HAAHS

WALKER

RFQ 15-001
Design-Build Criteria Documents for Two Parking Garages in Old Town Key West

Selection Committee Ranking
Meeting Minutes

Thursday, February 05, 2015, 1:30 PM

Meeting Attendees:

Kevin Bond, CKW Interim Planning Director
Jim Bouquet, CKW Engineering Director
Doug Bradshaw, CKW Port and Marine Services Director
Gary Volenec, CKW Civil Engineer
Devon Steckly, CKW Senior Project Manager

Meeting began promptly at 1:30 pm with a description of the RFQ and names of respondents and a discussion of the ranking matrix.

A discussion item was raised by one of the Selection Committee members about a respondent not providing proof of holding Florida State License to practice engineering prior to submittal of Qualifications. This requirement was waved as the selected respondent will not be required to hold a Florida State License in order to deliver design-build criteria documents.

Selection Committee members stated respondent rankings and these rankings were entered into a scoring sheet calculating total number of points awarded to each RFQ respondent.

The total points scored by each RFQ respondent were tallied and Selection Committee members agreed to recommend the highest ranked respondent – Walker Parking Consultants to City Commission for approval of assembling design-build criteria documentation.

Selection Committee then discussed individual responses for completeness and it was duly noted that the selected highest ranking RFQ respondent would be required to provide the Equal Benefits for Domestic Partners and Code of Silence forms before entering into an agreement with the City.

Meeting Adjournment 2:30 pm