RESOLUTION NO. 15-264

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING CHANGE ORDER #2 TO THE MASTER SERVICES AGREEMENT FOR BUS APRON DESIGN BETWEEN THE CITY AND SRS ENGINEERING, INC. IN THE AMOUNT OF $8,402.00 FOR ADDITIONAL SURVEY AND DESIGN SERVICES FOR ADA ACCESSIBLE ALTERNATE BUS APRON LOCATIONS; AUTHORIZING AN AMENDMENT TO PO #78741, AND RELATED BUDGET AMENDMENTS; AUTHORIZING ANY NECESSARY GRANT ADJUSTMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 14-121, the City Commission awarded the bid of SRS Engineering, Inc. for Bus Apron Design for the Lower Florida Keys Bus Routes (Project #TS1102); and

WHEREAS, certain amendments to preliminary approved designs are necessary, due to Florida Department of Transportation (FDOT) and Federal Transit Authority (FTA) requirements regarding ADA accessibility; and

WHEREAS, the cost of the proposed change order exceeds 5% of original contract cost, and pursuant to Section 2-845 of the Code of Ordinances, requires approval by the City Commission;

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

Section 1: Change Order #2 to Project TS1102-Bus Aprons (Lower Keys) ADA Compliance is hereby approved in the amount of $8,402.00.

Section 2: That necessary amendments to PO#78741 are authorized.

Section 3: That any necessary budget amendment is authorized.

Section 4: That necessary grant adjustments are authorized.

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

Passed and adopted by the City Commission at a meeting held this 1st day of September, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of September, 2015.

Filed with the Clerk on September 2, 2015.

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Absent
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY

To: Jim Scholl, City Manager

From: Norman Whitaker, Director / KWDoT

Date: August 10, 2015

Subject: Project TS1102-Bus Aprons (Lower Keys) ADA Compliance

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Action Statement:

A Resolution approving an increase in the amount of $8,402 and known as Change Order #2 and authorization to instruct Engineering Services of SRS Engineering Inc. to revise the design of fourteen (14) bus stop aprons locations with shelters to provide ADA accessibility to the shelter and from the shelter to the bus loading platform, and provide construction engineering and inspection services (CEI) during construction of ADA improvements.

Project History:

Resolution No. 15-008 awarded SRS a Master Services Agreement in the amount of $ 165,000 to design and provide construction inspection services for 20 bus aprons from Key West to Marathon. Change Order No. 1 authorized SRS to survey and design 4 alternate bus apron locations.

The 1992 Bus Shelter Agreement notes that the "City agrees to be responsible for ensuring that access to shelters and from shelters to bus loading platform complies with all of the requirements of the Americans with Disabilities Act (ADA)". Therefore, the SRS Master Services Agreement should be amended to include design of ADA accessibility into 14 bus apron locations, as determined by SRS. The fee for this additional work is $8,402.

ADA related design and construction expenditures are classified under grant adjustments which require separate monetary tracking from original grant scope. This separate fee proposal assures accurate tracking. City Ordinance, Section 2-845 requires City Commission approval for amounts exceeding five cumulative percent of the contract price. The total for the project, $8,402, is more than 5%.

Purpose and Justification:

The City complying with Resolution 92-283 provision 12 for providing ADA accessibility to bus shelters and between bus shelter and bus platform is not only a federal statute requirement, but also a Federal Transit Authority requirement for grant reimbursement on this project as defined in third party contract clauses.

Fiscal Impact:

Additional Engineering Design Services (SRS).....$ 3,458.00
Additional CEI Services (AMEC).....$ 4,944.00

Total Additional Fees.....$ 8,402.00

This $ 8,402 change order will be funded from a $ 1,000,000 Federal Transit Authority Grant. The project account number is 411-4404-544.65-00 /TS1102.

Recommendations:

City staff recommends City Commission approval of Change Order no. 2.

5001 SW 74TH COURT, SUITE 201, MIAMI, FLORIDA 33155
TEL: 305-662-8887 FAX: 305-662-8858
WWW.SRS-CORP.COM EB-00007317

SRS ENGINEERING, INC.

August 7, 2015

Mr. Devon Steckly
Senior Project Manager
City of Key West
Engineering Services
3126 Flagler Avenue
Key West, FL 33040

Re: Project TS1102-Bus Aprons (Lower Keys)
Additional Services – ADA Revisions

Dear Mr. Steckly,

We appreciate this opportunity to prepare this Notice of Intent to provide additional services for the referenced project in accordance with our professional services contract. The added scope of work, consists of additional engineering design necessary to comply with ADA requirements on 14 bus shelter sites.

Our **Additional Services** will consist of:

Additional Engineering Services:

- Revising the design of 14 bus apron locations with shelters to provide ADA accessibility to the shelter and from the shelter to the bus loading platform.
  (7hrs Sr.Mgr ($138/hr) + 14hrs Sr.Eng ($108/hr) + 14hrs CAD ($70/hr)) = $3,458.00)

- Provide construction engineering and inspection services (CEI) during construction of ADA improvements.
  (16hrs Field.Eng ($147/hr) + 32hrs Sr. Insp ($81/hr)) = $4,944.00)

Compensation

Our Engineering Fees for the above described Additional Services will be a lump sum amounts as indicated below. Payment will be based on monthly invoicing as a percentage of completion of work as follows:

Additional Engineering Design Services (SRS)	**$ 3,458.00**
Additional CEI Services (AMEC)	**$ 4,944.00**
Total Additional Fees	**$ 8,402.00**

Acceptance of Proposal

We would expect to commence our services promptly after receipt of your acceptance of this proposal.

This Proposal for Additional Services and our previously executed Contract Agreement represents the entire understanding between City of Key West and SRS Engineering, Inc. in respect to the Project and may only be modified in writing when signed by both of us.

If the foregoing is agreeable to you, please execute the original of this Agreement where indicated below and return to our office.

Very truly yours,

Ignacio Serralta, P.E.
President

I have read the foregoing Letter of Agreement and agree to all terms and conditions stated therein.

Accepted this 8TH day of SEPT, 2015

City of Key West

By: _____

Title: CITY MANAGER

Enclosure

KW Aprons.Add Serv ADA.Con.docx

RESOLUTION NO. 14-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RANKING THE RESPONDENTS TO CITY OF KEY WEST - REQUEST FOR QUALIFICATIONS (RFQ) 14-001 - DESIGN OF BUS APRONS - LOWER FLORIDA KEYS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT in SUBSTANTIAL COMPLIANCE WITH THE RFQ WITH THE HIGHEST RANKED FIRM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City received two responses to RFQ 14-001 for Design of Bus Aprons - for the Lower Florida Keys bus routes; and

WHEREAS, an evaluation committee, consisting of City staff, considered the proposals and heard comments at a public session on March 17, 2014, and recommended that SRS Engineering, Inc. should be the first-ranked consultant; and

WHEREAS, the City Commission desires to rank the two firms in order of qualifications for the negotiation of a contract for subsequent City Commission consideration.

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

Section 1: That the top ranked firms as determined in order by the Commission are:

1. SRS Engineering, Inc.
2. Calvin Giordano & Associates, Inc.

Section 2: That City staff is authorized to negotiate a contract starting with the highest ranked firm, and each firm thereafter if necessary, until an acceptable agreement is reached. The City Manager is authorized to execute a contract, upon advice and consent of the City Attorney, in substantial conformance with the RFQ documents.

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 6th day of May, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 7th day of May, 2014.

Filed with the Clerk on May 7, 2014.

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

RESOLUTION NO. 15-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MASTER AGREEMENT BETWEEN THE CITY AND SRS ENGINEEERING INC. FOR FURNISHING DESIGN AND CONSTRUCTION ENGINEERING/INSPECTION SERVICES OF 20 BUS APRONS THROUGHOUT THE LOWER KEYS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Key West City Commission Resolution 14-121 authorized the City Manager to negotiate a contract with the top ranked firm in response to Request for Qualifications RFQ 14-001.

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

Section 1: That the attached Agreement between the City and SRS Engineering, Inc. is hereby approved in an amount not to exceed One Hundred Sixty-Five Thousand Dollars and No Cents ($165,000.00).

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

Passed and adopted by the City Commission at a meeting held this 6th day of January, 2015.

Authenticated by the presiding office and Clerk of the

Commission on 7th day of January, 2015.

Filed with the Clerk January 7, 2015

Mayor Craig Cates	Yes
Vice Mayor Mark Rossi	Yes
Commissioner Teri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

Feb

RESOLUTION NO. 92-283

A RESOLUTION ACCEPTING THE PROPOSAL FROM PHOENIX SHELTER ADVERTISING FOR REPLACEMENT OF EXISTING SHELTERS IN THE CITY OF KEY WEST, INCLUDING MAINTENANCE, INSURANCE AND ADMINISTRATION OF ADVERTISING PROGRAM AND APPROVING AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, request for proposals to administer a bus shelter advertising revenue program for the City was issued by the Port and Transit Authority; and

WHEREAS, bid opening was held on May 21, 1992, with Phoenix Shelter Advertising being the only responder; and

WHEREAS, Phoenix Shelter Advertising proposes to replace all the existing shelters in the City of Key West with new shelter, provide necessary maintenance, insurance, sell advertising and guarantee the City ten percent of gross revenues realized by Phoenix;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Key West, Florida as follows:

Section 1. The proposal of Phoenix Shelter Advertising for replacement of existing bus shelters, including maintenance, insurance and administration of advertising program is hereby accepted, contingent, however, upon negotiation of a contract acceptable to both parties.

Section 2. The City Manager is hereby authorized to execute the attached contract with Phoenix Shelter Advertising.

Section 3. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7th day of July, 1992.

DENNIS J. WARDLOW, MAYOR

ATTEST:

JOSEPHINE PARKER, CITY CLERK

AGREEMENT FOR BUS SHELTER/ADVERTISING
BETWEEN THE CITY OF KEY WEST,
AND PHOENIX SHELTER ADVERTISING, INC.

THIS AGREEMENT, made and entered into in duplicate this 29th day of July, 1992, by and between the CITY OF KEY WEST, a municipal corporation in Monroe County, Florida, hereinafter referred to as the City, and PHOENIX SHELTER ADVERTISING, INC., 1045 E. Atlantic Avenue, Suite 214, Delray Beach, Florida 33483, hereinafter referred to as Phoenix.

W I T N E S S E T H:

WHEREAS, the City solicited proposals for a program to administer a bus shelter advertising revenue program for City of Key West Port and Transit Authority; and

WHEREAS, Phoenix was awarded the bid by the City Commission of the City of Key West by Resolution No. 92-283; and

WHEREAS, Phoenix is a corporation organized under the laws of the State of Florida and licensed to do business in the State of Florida; and

WHEREAS, the City desires to supply residents with shelter from inclement weather at bus stops and Phoenix proposes to supply said shelters at no cost to the City;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Phoenix shall own and erect bus shelters, substantially as described and depicted on attached Exhibit "B", sites located on the public right-of-way within the City. Said sites shall be selected by both parties, and shall be located only at official bus stops. At all times during the term of this Agreement, the bus shelter structures shall remain the property of the Phoenix and the land upon which the bus shelters are erected, shall remain as a public right-of-way. This Agreement shall not be construed to impose any obligation on the Phoenix to maintain such land other than as necessary in erecting and maintaining the bus shelters. City shall remove and dispose of existing shelters at City's cost. Phoenix shall have the right to utilize parts otherwise intended for disposal.

2. Phoenix may sell and place advertising in the bus stop shelters, limited to two (2) display panels 48" x 72" per shelter. Advertising revenues shall be payable to the City as stated in paragraph number 7.

3. Phoenix shall at its sole expense erect, install, light, clean, maintain, repair or replace in compliance with all applicable codes, these shelters at no cost to the City. General maintenance shall be performed bi-weekly and damage to the shelter, shall be repaired within seventy-two (72) hours of the time said damage is reported by the City to Phoenix.

4. During the term hereof, Phoenix agrees to indemnify and hold harmless City of Key West, its officers, agents, and employees against any and all claims, losses, liabilities or expenditures of any kind, including but not limited to court costs, expenses, attorney's fees and sales tax, if any, accruing or resulting from any and all suits, claims, demands, or damages of any character or persons, or corporations, or property, by virtue of the design, construction, and maintenance of the bus stop shelters.

5. Phoenix shall provide, at its cost, a one million ($1,000,000) dollar liability policy of insurance wherein the City is named as co-insured with licensed carriers acceptable to the City. Said policy shall state that it is not cancelable by the insurer or the Company without written notice to the City thirty

(30) days prior to the effective date of said cancellation. Said insurance is a condition precedent to the erection or placement of any bus stop shelters. If the insurance protection mentioned herein lapses, this agreement shall immediately be void and have no further force and effect except for the continuing duty of the Phoenix to comply with the provisions of paragraph 3 regarding indemnification. Phoenix shall also, in the event the insurance protection lapses, immediately remove all shelters from the public right-of-way without notice from the City or at any cost to the City.

6. Phoenix shall coordinate and integrate the bus stop shelters with the City, County and Florida Department of Transportation.

7. Phoenix shall pay to the City an amount equal to ten (10) percent of gross revenues recognized by Phoenix for placement of advertising. Said payments shall commence six (6) months from the execution of this contract. Thereafter payment by Phoenix shall be made on a quarterly basis to the City, payable to the City of Key West, P.O. Box 1409, Key West, Florida 33041, Att: Revenue Department. Phoenix shall supply City with an annual financial audit on a yearly basis, commencing with the first anniversary date of the execution of this contract. City understands that said audits will be prepared on a calendar year basis.

8. As specified in the bid documents the number of shelters may be increased from 14 subject to approval of the City Manager or his designee.

9. The term of this contract shall be for ten (10) years from the date of execution of this contract. This term may be extended for an additional five (5) years upon agreement of both parties herein.

10. When space is available, Phoenix shall allow City approved public service announcements to be placed in designated advertising spaces within the shelters. Any such public service announcement may be removed by Phoenix in the event said advertising space becomes rented. Phoenix shall give City five (5) days notice prior to removal. All expense associated with the preparation and installation of such public service announcements shall be paid by City.

11. City recognizes that Phoenix is entitled to exclusive control of the placement of advertising on or about said shelter. City warrants that it will not permit or license any City controlled advertising within said shelters or to allow said advertising to obstruct the display on these shelters. Further, City will not license or cause to be placed any structure or fixture upon or inside the shelters without the written consent of Phoenix.

12. City agrees to be responsible for ensuring that access to shelters and from shelters to bus loading platform complies with all of the requirements of the Americans with Disabilities Act. Phoenix warrants that nothing in the design or construction of its shelter will be inconsistent with the American Disability Act or prevent access by individuals with disabilities.

13. All notices and other communications under this Agreement shall be in writing and shall be delivered either personally, by telecopier or by certified mail, return receipt required, postage prepaid, to the parties at the following addresses:

To the City of Key West : G. Felix Cooper, City Manager
City of Key West
P.O. Box 1409
Key West, Florida 33040

To the Company: Phoenix Shelter Advertising, Inc.
Edward Bolter/John Anderson
1045 East Atlantic Avenue
Suite 214
Delray Beach, Florida 33483

All notices shall be deemed delivered at the time of hand delivery in the event of personal delivery, upon receipt of telecopier copy, or upon receipt or rejection of certified mail, in the event delivery is made by certified mail. Either party may change its address for the purposes of receiving notices pursuant to this paragraph, providing such change is in writing, which shall not be effective until actually received by the recipient party.

14. In the event that either party has recourse to court action in order to enforce this Agreement, the prevailing party shall recover court costs, including attorney's fees on the trial or appellate level, from the non-prevailing party.

15. In the event either party shall fail to perform any of its obligations under this Agreement, the performing party shall give notice pursuant to paragraph thirteen (13) to the non-performing party, which notice shall state the nature of the violation. The non-performing party shall have thirty (30) days from the receipt of notice to cure such violation. In the event the non-performing party shall fail to cure its violation of this Agreement within the thirty (30) day period, the performing party shall have the option of terminating this Agreement by giving notice of termination to the non-performing party effective upon delivery of the notice. In the event the City shall terminate this Agreement pursuant to this paragraph, the City may order Phoenix to remove its shelter/benches within thirty (30) days of termination at no cost to the City. In the event Phoenix shall terminate this Agreement, Phoenix may remove its shelters/benches within sixty (60) days of termination, and the cost of maintaining or removing any shelters/benches remaining subsequent to the sixty (60) day period shall be the sole responsibility of the City.

16. City and Phoenix heraby acknowledge and agree that this contract is interpreted to mean that Phoenix has an exclusive agreement with the City to provide bus stop shelters.

17. The bus stop shelters will be located only in public rights-of-way in the City of Key West. Phoenix agrees that it will coordinate with the appropriate governmental authority for individual sites located on sites not identified as City of Key West rights-of-way. City makes no warranties as to Phoenix's ability to place or replace bus shelter on property other than that belonging to the City of Key West.

18. In the event that the Port and Transit Authority (PATA) of the City of Key West is reorganized or becomes a contract function of private industry, City will require said department or contractor to honor the terms and conditions of this Agreement.

19. The parties agree that the Request for Proposals (Exhibit A), the Phoenix Bid Response (Exhibit B) with attachments are incorporated as part of this Agreement. Where any conflict exists between an Exhibit and the Agreement, the Agreement will govern. Where conflict exists between the Exhibits, the Bid Response shall govern.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year indicated below each of its names.

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FLORIDA 33041

G. Felix Cooper
City Manager

Date: 7-29-92

PHOENIX SHELTER
ADVERTISING, INC.
1045 E. ATLANTIC AVE.
STE.214
DELRAY BEACH, FL 33483

Witness

Witness

Vice Pres. Dent

Date: July 15 1992