

RESOLUTION NO. 16-195

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TASK ORDER NO. 2004-02 SUPPLEMENT 3, FROM METRIC ENGINEERING IN AN AMOUNT NOT TO EXCEED \$60,287.92 FOR ADDITIONAL SURVEY AND RIGHT OF WAY MAPPING TO SUPPORT LOCAL AGENCY PROGRAM (LAP) PROJECT EN1406, SOUTH ROOSEVELT BOULEVARD RECONSTRUCTION PROJECT (FM250548-4); APPROVING ANY NECESSARY BUDGET AMENDMENTS OR TRANSFERS; APPROVING A CHANGE ORDER TO PO 76734; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Metric Engineering (formerly Sanchez-Zeinali and Associates) is under contract to perform engineering services related to the reconstruction of South Roosevelt Boulevard. These engineering services are funded by a LAP grant, with no matching City funds required; and

WHEREAS, the original Task Order for this project was approved in Resolution No. 04-146, Supplement 1 was approved in Resolution No. 09-077, and Supplement 2 in Resolution No. 13-293; and

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

Section 1: That the City Manager is authorized to execute the attached task order No. 2004-02 Supplement 3 from Metric Engineering, for additional survey and right of way mapping to support the LAP Program for South Roosevelt Boulevard Reconstruction (EN1406)(FM250548-4), in an amount not to exceed \$60,287.92.

Section 2: This supplemental task order is wholly funded through LAP Supplemental Agreement 3, as approved in Resolution No. 15-294, through expenditure account 1024-102-541-6300, Project Code EN1406. Any necessary budget amendments are hereby approved.

Section 3: That any necessary change order to PO 76734 is approved.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21 day of June, 2016.

Authenticated by the Presiding Officer and Clerk of the  
Commission on 22 day of June, 2016.

Filed with the Clerk on June 22, 2016.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Absent</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



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

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**TO:** Jim Scholl, City Manager

**FROM:** Jim Bouquet, P.E, Director of Engineering

**CC:** Sarah Spurlock, Assistant City Manager  
Greg Veliz, Assistant City Manager

**DATE:** June 7, 2016

**SUBJECT:** Authorizing City Manager execute Metric Engineering Inc. Task Order No. 2004-02 Supplement 3 and approving Change Order to P.O. 76734 for additional survey and right of way mapping to support the Local Agency Program (LAP) Project EN1406 South Roosevelt Boulevard Reconstruction Project (FM 250548-4) and approving any necessary budget amendments or transfers.

**ACTION STATEMENT:**

A Resolution authorizing City Manager execute Metric Engineering Inc. Task Order No. 2004-2 Supplement 3 and approving a change order to Purchase Order 76734 in the amount of \$60,287.92 for additional survey, legal descriptions, preparing the quit claim deed, and right of way mapping to support the South Roosevelt Boulevard Reconstruction Project (FM 250548-4), and approving any necessary budget amendments or transfers.

**BACKGROUND:**

Metric Engineering Inc. (formerly Sanchez-Zeineli and Associates) is under contract with the City to perform engineering services related to the reconstruction of South Roosevelt Boulevard. Resolutions 04-146, 09-077, and 13-293 approve award of engineering services related task order and supplements. Engineering services are funded by a Local Agency Program (LAP) grant with no matching City funds requirement. LAP funding of these engineering services are:

RESOLUTION SUMMARY

<u>Resolution</u>	<u>Description</u>	<u>Amount</u>
04-146	Task Order	\$500,000
09-077	Supplement 1- add 400 lf roadway and seawall	\$ 96,940
13-293	Supplement 2 -update to current FDOT standards	<u>\$223,154</u>
	Total	\$820,094

The approval of this additional \$60,287.92 per City Code Section 2-845 Change Orders requires City Commission action for amounts exceeding five cumulative percent or \$25,000 of the contract price.

**PURPOSE AND JUSTIFICATION:**

Metric Engineering Inc. Task Order Supplement 3 provides funds for completing additional survey, legal descriptions, preparing quit claim deeds, and right of way mapping as directed by Florida Department of Transportation (FDOT). The City executed a LAP Supplemental Agreement funding these engineering services in Resolution 15-294.

**FINANCIAL IMPACT:**

Resolution 15-294 executing LAP Supplemental Agreement 3 in the amount of \$60,288 wholly funds this change order amount without any requirement for City matching funds. Project engineering services funded through project code EN1406 and expenditure account 1024102 5416300.

**RECOMMENDATION:**

City Staff recommends approving this Resolution authorizing City Manager execute Metric Engineering Inc. Task Order No. 2004-02 Supplement 3 and approving a Change Order to P.O. 76734 for additional survey and right of way mapping to support the Local Agency Program (LAP) Project EN1406 South Roosevelt Boulevard Reconstruction Project (FM 250548-4).

**CITY OF KEY WEST**  
**TASK ORDER NO. 2004-02**  
**ENGINEERING SERVICES PROJECT NO. EN 1406**

**FINANCE DEPARTMENT NO. EN 1406**  
**SOUTH ROOSEVELT BOULEVARD**  
**BY**  
**METRIC ENGINEERING, INC.**  
**(CONSULTANT)**

**A. Scope of Services**

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

**B. Time Completion**

Work under this Task Order will begin upon written authorization from the City to Proceed. The estimated work effort including workdays and expenses is shown in the attached statement entitled Task Order No. Metric Engineering – 2004-02 Scope of Services

**C. Compensation**

Professional fees for this task order will be as provided in the Agreement as Lump Sum billed per percentage of completion. The amount will not exceed \$60,287.92.

**D. Acceptance**

By signature each party accepts the terms of this Task Order Metric Engineering 2004-2 Supplement 3

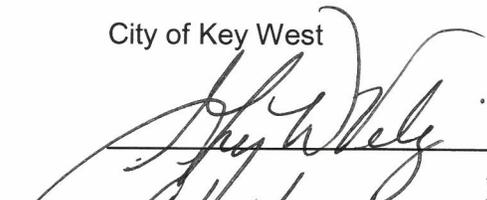
Metric Engineering, Inc.

By:   
Robert Linares, PE

Title: Sr. Vice President

Date: 6/16/16

City of Key West

  
City Manager  
Date: 6/23/16

**Task Order No Metric Engineering 2004-02  
SCOPE OF SUPPLEMENTAL SERVICES  
SOUTH ROOSEVELT BOULEVARD  
CITY OF KEY WEST  
PROJECT NUMBER NO. EN 1406**

**A. Scope of Services**

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

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

The project will be implemented as follows:

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

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

### Contract Documents

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. Cost Estimates and Reports**

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

**C. Deliverables will consist of:**

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

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

**D. Time of Completion**

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

**E. Compensation**

Compensation for Supplemental Agreement will not exceed \$60,287.92 based on the attached fee proposal. Since this Task will be performed with the FDOT LAP funds, the proposed fee has been approved by the FDOT.

Scope of Supplemental Services for South Roosevelt Boulevard

The general scope of the supplemental services for South Roosevelt Boulevard include the preparation of legal description and parcel sketches to transfer ownership of the promenade/sidewalk from the City of Key West to FDOT ownership.

Below is a detailed list of additional services required for the above mentioned modifications, separated by component.

**27.01 & 27.02 Horizontal and Vertical Control**

Primary control points will be set and established. Horizontal Control will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) of 1983 / 1990 Adjustment. Vertical Control will be established on NAVD 1988. Includes analysis and processing of all field-collected data.

Note: PNC sheets will be prepared as part of the Right of Way Control Survey and Maps Scope.

**27.03 Survey Baseline**

The Historic survey baseline and right of ways will be established as per Department Right of Way Maps, platted and / or dedicated rights of way for South Roosevelt and all intersecting side-streets. Survey baselines will be placed in Topo file, PNC sheet and the survey database. A Geopack .GPK file will be submitted as part of the survey data-base. The beginning and end stations of the Survey baseline will be set along with all PI's, PC's and PT's.

**27.19 Sectional Survey & 27.20 Subdivision Locations for Survey Baseline & Right of Way Lines**

Perform field locations of section corners, 1/4-section corners, and fractional corners as well as block closures, monument lines, etc., in order to establish the Miami – Dade County or public right of way lines and in order to establish survey baseline, right of way lines and complete the right of way control survey.

**Right of Way Mapping Scope of Services:**

Right of Way Control survey and Right of Way Maps will be prepared in accordance with all applicable DEPARTMENT Manuals, Procedures, Handbooks, and Florida Statutes. The following tasks will be performed and submitted:

**Master CADD File**

- 29.1 Alignment
- 29.2 Section and 1/4 Section Lines
- 29.3 Subdivisions / Property Lines
- 29.4 Existing Right of Way
- 29.6 Parent Tract Properties / Existing Takes

**Sheet Files**

- 29.10 Control Survey Cover Sheet
- 29.11 Control Survey Key Sheet
- 29.12 Control Survey Detail Sheet
- 29.13 R/W Map Cover Sheet
- 29.14 R/W Map Survey Key Sheet
- 29.15 R/W Map Survey Detail Sheet

**29.22 Parcel Sketches**

Prepare parcel sketches for Promenade Parcel.

**29.29 Legal Descriptions**

Prepare legal descriptions to Promenade Parcel.

**29.28 Title Search Report**

Review title searches and prepare report.

*Note: Title searches to be performed and provided by FDOT.*

**Notes:**

1. Right of Way Control and Right of Way Map detail sheet will be prepared in 1:40 scale.
2. If additional tasks are required beyond the aforementioned items, MGV will provide an additional fee estimate.
3. A surveyors report will be prepared; signed and sealed copies will be provided for all design survey tasks.

**Cost and Man-hour breakdown**

Please refer to FDOT Project Activity 27: Survey Man-Hour spreadsheet for our man-hour breakdown and to the FDOT Fee sheet attached here-to.



Revised August 26, 2015

Metric Engineering, Inc.  
13940 SW 136<sup>th</sup> Street  
Suite 200  
Miami, FL 33186

Project: South Roosevelt Blvd. from Sta. 41+00 to Sta. 154+00 / (US-1)  
Monroe County Florida  
FM #: 250548-2

Dear Mr. Manuel A. Sauleda

Below is our scope of services for the Design Survey of the above referenced project. This scope items are based on Design Survey criteria and are derived from the FDOT Project Activity 27 and 29: Survey Man-Hour spread sheet, attached hereto. In addition to the specific scope items, all work shall be accomplished in accordance with the criteria established by the Departments Highway Field Specifications, Survey Handbook (Survey Procedure Topic No. 550-030-101a) (Chapter 20, sec 23 (3)(a), F.S.), CADD Production Criteria Handbook and must comply with the Minimum Technical Standards for Land Surveyors Rule 5J-17 F.A.C., Florida Statute 472.027, the latest's addition of the District VI Survey Standards and Guidelines and any special instructions.

**27.01 & 27.02 Horizontal and Vertical Control**

Primary control points will be set and established. Horizontal Control will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) of 1983 / 1990 Adjustment. Vertical Control will be established on NAVD 1988. Includes analysis and processing of all field-collected data.

Note: PNC sheets will be prepared as part of the Right of Way Control Survey and Maps Scope.

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The Historic survey baseline and right of ways will be established as per Department Right of Way Maps, platted and / or dedicated rights of way for South Roosevelt and all intersecting side-streets. Survey baselines will be placed in Topo file, PNC sheet and the survey database. A Geopack .GPK file will be submitted as part of the survey data-base. The beginning and end stations of the Survey baseline will be set along with all PI's, PC's and PT's.

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Perform field locations of section corners, 1/4-section corners, and fractional corners as well as block closures, monument lines, etc., in order to establish the Miami – Dade County or public right of way lines and in order to establish survey baseline, right of way lines and complete the right of way control survey.

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*Note: Title searches to be performed and provided by FDOT.*

**Notes:**

1. Right of Way Control and Right of Way Map detail sheet will be prepared in 1:40 scale.
2. If additional tasks are required beyond the aforementioned items, MGVA will provide an additional fee estimate.
3. A surveyors report will be prepared; signed and sealed copies will be provided for all design survey tasks.

**Cost and Man-hour breakdown**

Please refer to FDOT Project Activity 27: Survey Man-Hour spreadsheet for our man-hour breakdown and to the FDOT Fee sheet attached here-to.

We look forward to providing our services and please contact me if you have any questions or require additional information.

Sincerely,  
Manuel G. Vera & Associates, Inc.

Manuel G. Vera Jr. PSM

Name of Consultant

**Project Information Sheet**

Financial Project Identification Number:

250548-2

Federal Aid Project Identification Number: \_\_\_\_\_

Name of Prime / Subconsultant:

Manuel G. Vera & Assoc., Inc.

County: Monroe

Project Description:

South Roosevelt Blvd. from Sta. 41+00 to Sta. 154+00 (US-1)

Begin Milepost: \_\_\_\_\_

End Milepost: \_\_\_\_\_

Project Length: 2.1 Miles

Number of Lanes: \_\_\_\_\_

Typical Section: Urban (Urban / Rural / Int.:)

Lane Configuration: \_\_\_\_\_ (Divided / Undivided)

Project Type:

Major (Minor / Major)

Access Management Classification: \_\_\_\_\_

Roadway Classification: \_\_\_\_\_ (NHS/FIHS/Off Sys.):

CAP Level: \_\_\_\_\_

TCP Level: \_\_\_\_\_

Survey Level: \_\_\_\_\_

Variances:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

- Exceptions: 1. \_\_\_\_\_
2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_

Proposed Design Contract Time:

\_\_\_\_\_ months

Project Preliminary Design Specifics:

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

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: South Roosevelt Blvd. from Sta. 41+00 to Sta. 154+00 (US-1)  
 County: Monroe  
 FPN: 250548-2  
 FAP No.:

Consultant Name: Manuel G. Vera & Assoc., Inc.  
 Consultant No.:  
 Date: 8/26/2015  
 Estimator: Manny Vera Jr.

Staff Classification	Total Staff Hours From "SH Summary Form"	Senior Surveyor	Surveyor Mapper	Survey Intern	Cadd/Comp Technician	Survey Technician	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$52.00	\$42.00	\$32.00	\$30.90	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
27. Survey (Field & Office Support)	125	15	25	25	46	14	0	0	0	0	0	0	0	125	\$4,303	\$34.43
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
29. Mapping	381	35	70	100	110	66	0	0	0	0	0	0	0	0	\$0	#DN/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	381	\$12,547	\$32.93
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/0!
<b>Total Staff Hours</b>	<b>506</b>	<b>50</b>	<b>95</b>	<b>125</b>	<b>156</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>#DN/0!</b>
<b>Total Staff Cost</b>		<b>\$2,600.00</b>	<b>\$3,990.00</b>	<b>\$4,000.00</b>	<b>\$4,820.40</b>	<b>\$1,440.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,850.40</b>	<b>\$33.30</b>

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			\$16,850.40
OVERHEAD:	121.13%		\$20,410.89
OPERATING MARGIN:	32.00%		\$5,392.13
FCCM (Facilities Capital Cost Money):	0.424%		\$71.45
EXPENSES:	15.41%		\$2,596.65
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$45,321.52</b>
Survey (Field)	15	3-man crew da \$	997.76 / day
Survey (Field)	0	4-man crew da \$	- / day
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$60,287.92</b>
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			<b>\$60,287.92</b>

**Project Activity 27: Survey**  
**M.G. Vera Assoc., Inc**

December 21, 2012

Estimator: Manuel G. Vera Jr.  
FINAL 05/08/10

South Roosevelt Blvd. from Sta. 41+00 to Sta. 154+00 (US-1)  
250548-2

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.01	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Establish or recover HPNC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System 83/90.
	Multi-lane Roadway	Mile	1.00	2.00	2.00	1.00	2.00	4.00	8.00	
	Interstate	Mile			0.00		0.00		0.00	
27.02	Vertical PC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Establish, verify and / or recover existing Vertical Project Network Control (VPNC), for the purpose of establishing vertical control on NAVD 1988 vertical datum.
	Multi-lane Roadway	Mile	1.00	1.00	1.00	1.00	1.00	4.00	4.00	
	Interstate	Mile			0.00		0.00		0.00	
27.03	Alignment and Existing RW Lines									Establish Historic survey baseline as per Department Right of Way Maps. The beginning and end stations of the Survey baseline will be set along with all PI's, PC's and PT's.
		Mile	2.10	1.00	2.10	1.00	2.10	6.00	12.60	
27.04	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.05	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.06	Topography/DTM (3D)									
		Mile			0.00		0.00		0.00	
27.07	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.08	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	
27.09	Side Street Surveys									
27.10	Underground Utilities									
	Designates	Mile/Spot			0.00		0.00		0.00	
	Locates	Point			0.00		0.00		0.00	
	Survey		0%	0.00	0.00		0.00		0.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	

**Project Activity 27: Survey**  
**M.G. Vera Assoc., Inc**

December 21, 2012

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	Locate section corners as needed in order to establish survey baseline.
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block	13	0.5	6.50	1.00	6.50	4.00	26.00	Survey subdivisions as needed in order to establish survey baseline.
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / Baseline Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	

**Project Activity 27: Survey**  
**M.G. Vera Assoc., Inc**

December 21, 2012

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.26	Line Cutting				0.00					
		Mile								
27.27	Work Zone Safety									
			14	0.125	1.75					
27.28	Miscellaneous Surveys									
			1.00	2	2.00	1.00	2.00	4.00	8.00	Travel time
<b>Survey Subtotal</b>				<b>Crew Days</b>	15	<b>Field Support Hours</b>	14	<b>Office Support Hours</b>	59	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
				15	0		0		0	
27.30	Document Research	Units								
			16.00						16	
27.31	Field Reviews	Units								
			8.00						8	
27.32	Technical Meetings	LS								
			18.00						18	
27.33	Quality Control / Quality Assurance	LS								
								5%	3	
27.34	Supervision	LS								
								5%	6	
27.35	Coordination	LS								
								3%	2	
<b>27. Survey Total</b>				<b>Crew Days</b>	15	<b>Field Support Hours</b>	14	<b>Office Support Hours</b>	111	

**Technical Meetings**

Kickoff Meeting with FDOT	EA	1	2	2
Baseline Approval Review	EA	0	0	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final Submittal Review	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>				2
Progress Meetings	EA	8	2	16
Phase Review Meetings	EA	0	0	0
<b>Total Meetings</b>				18

Carries to 27.32

SPLS =  
 PLS =  
 Office Support =  
 Total Hours = 125

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

**Project Activity 29: Mapping**

Estimator: Manuel G. Vera Jr.

South Roosevelt Blvd. (Sta. 10+00 to Sta. 52+00)  
FM# 250548-4

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Master CADD File</b>							
29.1	Alignment	Mile	2.1	4	0	8	
29.2	Section and 1/4 Section Lines	Section	0	0		0	
29.3	Subdivisions / Property Lines	EA	10	2		20	
29.4	Existing R/W	Mile	2.1	2	0	4	
29.5	Topography	Mile	0	0		0	
29.6	Parent Tract Properties/Existing Easements	Parcel	10	2		20	
29.7	Proposed R/W Requirements	Parcel	0	0		0	
29.8	Limits of Construction	Mile	0	0		0	
29.9	Jurisdictional/Agency Lines	Linear Mile	0	0		0	
<b>Sheet Files</b>							
29.10	Control Survey Cover Sheet	Sheet	1	10	1	10	
29.11	Control Survey Key Sheet	Sheet	2	10	2	20	
29.12	Control Survey Detail Sheet	Sheet	10	12	10	120	
29.13	R/W Map Cover Sheet	Sheet	1	10	1	10	
29.14	R/W Map Key Sheet	Sheet	2	10	2	20	
29.15	R/W Map Detail Sheet	Sheet	10	8	10	80	
29.16	Maintenance Map Cover Sheet	Sheet	0	0		0	
29.17	Maintenance Map Key Sheet	Sheet	0	0		0	
29.18	Maintenance Map Detail Sheet	Sheet	0	0		0	
29.19	Reference Point Sheet	Sheet	0	0		0	
29.20	Project Network Control Sheet	Sheet	2	8	2	16	Prepare PNC sheet.
29.21	Table of Ownerships Sheet	Sheet	1	8	1	8	

**Project Activity 29: Mapping**

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Miscellaneous</b>							
29.22	Parcel Sketches	Parcel	0	0	0	0	Parcels will be prepared as part of the Map
29.23	TIITF Sketches	Parcel	0	0		0	
29.24	Other Specific Purpose Survey Map	EA	0	0		0	
29.25	Boundary Survey(s) Map	EA	0	0		0	
29.26	R/W Monumentation Map	Mile	0	0		0	
29.27	Title Search Map	LS	0	0		0	
29.28	Title Search Report	LS	2	4		8	Review title searches
29.29	Legal Descriptions	Parcel	1	8		8	Prepare for Promenade Parcel
29.30	Final Maps/Plans Comparison	Sheet	0	0		0	
<b>Mapping Technical Subtotal</b>					<b>29</b>	<b>352</b>	
29.31	Field Reviews	LS	0	0		0	
29.32	Technical Meetings	LS	8	0		0	
29.33	Quality Assurance/Quality Control	EA	%	3%		11	
29.34	Supervision	EA	%	3%		11	
<b>Mapping Nontechnical Subtotal</b>						<b>22</b>	
29.35	Coordination	LS	%	2%		7	
29.36	Supplemental Mapping	LS	%	0%		0	
<b>29. Mapping Total</b>					<b>29</b>	<b>381</b>	

**Project Activity 29: Mapping**

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Technical Meetings</b>							
	Kickoff meeting	EA	1	2	2		
	Control map review	EA	1	2	2		
	45/60/90/final map review	EA	0	0	0		
	Other meetings	EA	2	2	4		
	<b>Subtotal technical meetings</b>				<b>8</b>		
	Progress Meetings	EA	0	0	0		
	Phase Review Meetings	EA	0	0	0		
	<b>Total Meetings</b>				<b>8</b>		

Carries to 29.32

**Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

RESOLUTION NO. 15-294

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED "LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT (#3)" BETWEEN THE CITY OF KEY WEST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO RECEIVE \$60,228.00 FOR ADDITIONAL SURVEY AND RIGHT-OF-WAY MAPPING TO SUPPORT THE SOUTH ROOSEVELT BOULEVARD RECONSTRUCTION PROJECT; APPROVING ANY NECESSARY BUDGET AMENDMENTS AND TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached Supplemental Local Area Program (LAP) grant agreement (#3) with the State of Florida Department of Transportation (FDOT) in order to receive funding in the amount of \$60,228.00 for additional survey and right-of-way mapping to support the South Roosevelt Boulevard Reconstruction Project is hereby approved, and the City Manager is authorized to execute the Agreement.

Section 2: That amendments to the budget reflecting any related adjustments in FDOT LAP grant revenue, 102-0000-334-39-00/EN1406, and to project expense accounts 102-4102-541-31-00/GR0603 and 102-4102-541-63-00/EN1406 are hereby authorized.

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 7th day of October, 2015.

Authenticated by the presiding officer and Clerk of the Commission on October 8, 2015.

Filed with the Clerk October 8, 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>Absent</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

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

## EXECUTIVE SUMMARY

**TO:** James K. Scholl, City Manager  
Sarah Spurlock, Assistant City Manager - Administration  
Greg Veliz, Assistant City Manager - Operations

**FROM:** Carolyn Sheldon, Senior Grants Administrator

**DATE:** September 23, 2015

**RE:** Authorizing the City Manager to execute Local Agency Program (LAP) Supplemental Agreement #3 between the City of Key West and the Florida Department of Transportation (FDOT) to receive \$60,288.00 for additional survey and right-of-way mapping to support the South Roosevelt Boulevard Reconstruction Project and approving any budget amendments or transfers as necessary to receive the funding.

### ACTION STATEMENT:

This resolution will authorize the City Manager to execute Local Agency Program (LAP) Supplemental Agreement #3 between the City of Key West and the Florida Department of Transportation (FDOT) to receive \$60,288.00 for additional survey, legal descriptions, preparing the quit claim deed and right-of-way mapping to support the South Roosevelt Boulevard Reconstruction Project and approve any budget amendments or transfers as necessary. City matching funds are not required.

### BACKGROUND:

Resolution 08-122 (May 6, 2008) ratified the LAP Agreement in the amount of \$500,000.00 for the design of the South Roosevelt Boulevard Reconstruction Project (FM 250548-4) and approved Supplemental Agreement #1 for additional funding of \$96,940.33 for the design of a 400 LF of roadway and seawall that was not included in the original project (east end of Smathers Beach to US1). Supplemental Agreement #2 (Resolution 13-293, November 19, 2013) is for \$223,154.00 to complete the design to current FDOT Standards and Criteria (completion anticipated in 2016).

Metric Engineering, Inc., formerly Sanchez-Zeinali and Associates, is under contract with the City to perform engineering services related to the South Roosevelt Boulevard Reconstruction Project.

*Key to the Caribbean - Average yearly temperature 77° F.*

MEMORANDUM

**PURPOSE AND JUSTIFICATION:**

Supplemental Agreement #3 provides funds to complete additional survey, legal descriptions, preparing the quit claim deed and right-of-way mapping as directed by FDOT.

The City is required to submit a LAP Supplemental Agreement to accept the additional \$60,288.00 from FDOT.

**FINANCIAL IMPACT:**

Supplemental Agreement #3, if approved, will increase grant revenue by \$60,288.00 in account 102-0000-334-39-00 / EN1406. The project costs associated with the South Roosevelt Boulevard Reconstruction Project are budgeted in expense account 102-4102-541-31-00 / GR0603 and 102-4102-541-63-00 / EN1406.

The \$60,288.00 will be added to the \$820,094.33 currently funded for a total of \$880,382.33 in design funding. City matching funds are not required.

**RECOMMENDATION:**

Staff recommends that the City Commission approve this resolution authorizing the City Manager to execute Local Agency Program (LAP) Supplemental Agreement #3 between the City of Key West and the Florida Department of Transportation (FDOT) to receive \$60,288.00 to complete additional survey, legal descriptions, preparing the quit claim deed and right-of-way mapping as directed by FDOT to support the South Roosevelt Boulevard Reconstruction Project.

SUPPLEMENTAL NO. 3 DUNS NO. 07-986-4898	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 250548-4 CONTRACT NO. ANT08
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The City of Key West desires to supplement the original Agreement entered into and executed on December 12, 2004 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West Length 0.777 mile

Termini From Bertha Street to East End of Smathers Beach

**Description of Work:**

This project consists of the complete reconstruction of SR A1A (South Roosevelt Boulevard) from Bertha Street to the east end of Smathers Beach in the City of Key West. As part of this project, new drainage will be provided as well as signing and pavement markings.

**Reason for Supplement and supporting engineering and/or cost analysis:**

The Local Agency is requesting additional funding of \$60,288.00 for Phase 38 with Supplemental Agreement #3. This will increase funding from \$820,094.33 to \$880,382.33.

The additional \$60,288.00 is needed for the Right of Way control survey and Right of Way map. This amount was negotiated between FDOT and Metric Engineering, Inc.

**ADJUSTED EXHIBIT B SCHEDULE OF FUNDING**

SUPPLEMENTAL NO. 3 DUNS NO. 07-986-4898	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 250548-4 CONTRACT NO. ANT08
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total Planning Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total PD&amp;E Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
FY: <u>2004-2005</u>	\$500,000.00		\$500,000.00		\$500,000.00
FY: <u>2008-2009</u>	\$96,940.33		\$96,940.33		\$96,940.33
FY: <u>2013-2014</u>	\$223,154.00		\$223,154.00		\$223,154.00
FY: <u>2015-2016</u>		\$60,288.00	\$60,288.00		\$60,288.00
FY: _____					
FY: _____					
<b>Total Design Cost</b>	\$820,094.33	\$60,288.00	\$880,382.33	\$0.00	\$880,382.33
<b>Right-of-Way</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total Right-of-Way Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total Construction Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction Engineering and Inspection (CEI)</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total CEI Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Construction &amp; CEI Costs</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$820,094.33</b>	<b>\$60,288.00</b>	<b>\$880,382.33</b>	<b>\$0.00</b>	<b>\$880,382.33</b>

SUPPLEMENTAL NO. 3 DUNS NO. 07-986-4898	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 250548-4 CONTRACT NO. ANT08
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY City of Key West

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Name: **FCOBY Smith**  
Title: **City Clerk**



*Smith*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

RESOLUTION NO. 13-293

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED "LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT (#2)" BETWEEN THE CITY OF KEY WEST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR ADDITIONAL FUNDING OF \$223,154.00 FOR THE DESIGN OF THE SOUTH ROOSEVELT BOULEVARD RECONSTRUCTION PROJECT; APPROVING ANY NECESSARY BUDGET AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached Supplemental Local Area Program (LAP) grant agreement (#2) with the State of Florida Department of Transportation (FDOT) in order to provide additional funding in the amount of \$223,154.00 for the design of the South Roosevelt Boulevard Reconstruction Project is hereby approved, and the City Manager is authorized to execute the Agreement.

Section 2: That amendments to the budget reflecting any related adjustments in FDOT LAP grant revenue, 102-0000-334-39-00/GR0603, and to project expense account 102-4102-541-31-00/GR0603 are hereby authorized.

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 19 day of November, 2013.

Authenticated by the presiding officer and Clerk of the Commission on November 20, 2013.

Filed with the Clerk November 20, 2013.

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

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

**EXECUTIVE SUMMARY**

**TO:** Bob Vitas, City Manager

**CC:** E. David Fernandez, Asst. City Manager – Operations  
Mark Finigan, Assistant City Manager - Administration

**FROM:** Carolyn Sheldon, Grants Administrator

**DATE:** October 25, 2013

**SUBJECT:** Approving and authorizing the City Manager to execute Local Agency Program (LAP) Supplemental Agreement #2 between the City of Key West and the Florida Department of Transportation (FDOT) for additional funding of \$223,154.00 for the design of the South Roosevelt Boulevard Reconstruction Project; approving any budget amendments or transfers necessary to accept the funding

**ACTION STATEMENT:**

This resolution will approve and authorize the City Manager to execute Local Agency Program (LAP) Supplemental Agreement #2 between the City of Key West and the Florida Department of Transportation (FDOT) for additional funding of \$223,154.00 for the design of the South Roosevelt Boulevard Reconstruction Project (GR0603) and approve any budget amendments or transfers necessary to accept the funding. The \$223,154.00 will be added to the \$596,940.33 currently funded for a total of \$820,094.33 in design funding. No matching funds are required.

**BACKGROUND:**

The LAP Agreement for the design of the South Roosevelt Boulevard Reconstruction Project (FM 250548-4) was ratified with Resolution 08-122 on May 6, 2008. The original LAP Agreement was in the amount of \$500,000.00 and was signed on December 12, 2004. Resolution 08-122 also approved LAP Supplemental Agreement #1 for additional funding of \$96,940.33 for the design of 400 L.F. of roadway and seawall that was not included in FDOT's South Roosevelt Boulevard project (east end of Smathers Beach to US1).

*Key to the Caribbean - Average yearly temperature 77° F.*

**M E M O R A N D U M**

The missing roadway and seawall section was added to the City's project which begins at Bertha Street and continues to the east end of Smathers Beach to provide a complete project from Bertha Street to US1. This project addresses Infrastructure Goal #1 of the 2011 Strategic Plan, a transportation system which is aesthetically attractive, functional, and safe.

Metric Engineering Inc., formerly Sanchez-Zeinali and Associates, is under contract with the City to perform engineering services related to the South Roosevelt Boulevard Reconstruction Project.

**PURPOSE & JUSTIFICATION:**

The additional funding is needed to complete the design of the South Roosevelt Reconstruction Project. Key factors affecting the completion of the design are: the North Roosevelt Reconstruction Project anticipated to be complete July 2014 and availability of construction funds not anticipated prior to 2016. A time extension to December 30, 2016 for the design phase was approved by FDOT. It is certain FDOT Standards and Criteria will change by the time funds are programmed for the construction of this project (anticipated in 2016). The cost of having a design and bid documents updated to current standards (when funds are programmed) is included in the additional funding.

The City is required to submit a LAP Supplemental Agreement to accept the additional \$223,154.00. The funding is 100% FDOT. There is no local match required.

**OPTIONS:**

1. Approve the LAP Supplemental Agreement and authorize the City Manager to execute the LAP Supplemental Agreement #2. This allows for an additional \$223,154.00 in FDOT funding to complete the design of the South Roosevelt Boulevard Reconstruction Project. Design funding will be increased to \$820,094.33 and the design would be 100% funded by FDOT.
2. Do not approve LAP Supplemental Agreement #2. With this option, the City would need to fund the additional \$223,154.00 needed to complete the design or repay the funding already reimbursed by FDOT (\$484,934.87) if the project will not be completed.

**FINANCIAL IMPACT:**

LAP Supplemental Agreement #2, if approved, will increase grant revenue by \$223,154.00 (FDOT LAP Grant revenue account 102-0000-334-39-00) / Project GR0603.

The project costs associated with the South Roosevelt Boulevard Reconstruction Project are budgeted in expense account 102-4102-541-31-00 / GR0603 and would need to be increased by \$223,154.00.

**RECOMMENDATION:**

Staff recommends the City Commission select option 1, approve the LAP Supplemental Agreement and authorize the City Manager to execute LAP Supplemental Agreement #2 allowing for an additional \$223,154.00 in FDOT funding to complete the design of the South Roosevelt Boulevard Reconstruction Project.

SUPPLEMENTAL NO. 2 DUNS NO. 07-986-4898	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 250548-4 CONTRACT NO. ANT08
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The City of Key West desires to supplement the original Agreement entered into and executed on December 12, 2004 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West Length 0.777 mile

Termini From Bertha Street to East End of Smathers Beach

**Description of Work:**

This project consists of the complete reconstruction of SR A1A (South Roosevelt Boulevard) from Bertha Street to the east end of Smathers Beach in the City of Key West. As part of this project, new drainage will be provided as well as signing and pavement markings.

**Reason for Supplement and supporting engineering and/or cost analysis:**

The Local Agency is requesting additional funding of \$223,154.00 for Phase 38 with Supplemental Agreement #2. This will increase funding from \$596,940.33 to \$820,094.33. The design of this project is ongoing. Key factors affecting the completion of the design are: the North Roosevelt Reconstruction Project anticipated to be complete July 2014 and availability of construction funds not anticipated prior to 2016. A time extension to December 30, 2016 for Phase 38 was approved by FDOT on October 15, 2012.

The additional \$223,154.00 is needed as a result of the time delay mentioned in the previous paragraph. Some of the items that are included in the funding are revising of the typical section to meet current FDOT Design Standards and PPM requirements, a new pavement design, a pedestrian crosswalk study, updating drainage design to the latest standards and obtaining South Florida Water Management District (SFWMD) permits.

The \$223,154.00 is an amount negotiated between FDOT and Metric Engineering, Inc.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 2 DUNS NO. 07-986-4898	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM          SUPPLEMENTAL          AGREEMENT</b>	FPN 250548-4 CONTRACT NO. ANT08
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Planning Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total PD&amp;E Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Design</b>					
FY: 2004-2005	\$500,000.00	_____	\$500,000.00	_____	\$500,000.00
FY: 2008-2009	\$96,940.33	_____	\$96,940.33	_____	\$96,940.33
FY: 2013-2014	_____	\$223,154.00	\$223,154.00	_____	\$223,154.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Design Cost</b>	<b>\$596,940.33</b>	<b>\$223,154.00</b>	<b>\$820,094.33</b>	<b>\$0.00</b>	<b>\$820,094.33</b>
<b>Right-of-Way</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Right-of-Way Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Construction</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Construction Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Construction Engineering and Inspection (CEI)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total CEI Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Construction &amp; CEI Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL COST OF THE PROJECT</b>	<b>\$596,940.33</b>	<b>\$223,154.00</b>	<b>\$820,094.33</b>	<b>\$0.00</b>	<b>\$820,094.33</b>

SUPPLEMENTAL NO. 2 DUNS NO. 07-988-4898	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM          SUPPLEMENTAL          AGREEMENT</b>	FPN 250548-4 CONTRACT NO. ANT08
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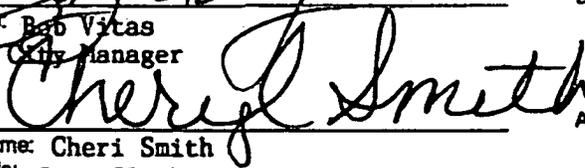
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

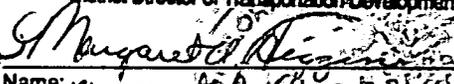
AGENCY: City of Key West

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:   
 Name: Bob Vitas  
 Title: City Manager

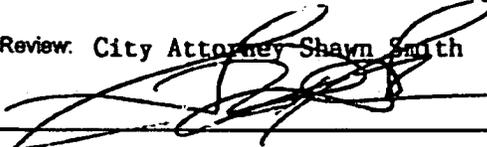
By:   
 Name: Harold A. Deedunes, P.E.  
 Title: District Director of Transportation Development

Attest:   
 Name: Cheri Smith  
 Title: City Clerk

Attest:   
 Name: Margaret A. Higgins  
 Title: Executive Secretary

Date: 21 NOVEMBER 2013

Date: 12/13/2013

Legal Review: City Attorney   
 Name: Shawn Smith  
 Title: City Attorney

  
 Name: Alicia Dupla  
 Title: [unclear]

See attached Encumbrance Form for date of funding approval by Comptroller.



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

District Six  
1000 NW 111<sup>th</sup> Avenue  
Miami, FL 33172

ANANTH PRASAD  
SECRETARY

December 17, 2013

Carolyn D. Sheldon  
Grants Administrator  
City of Key West  
3140 Flagler Avenue  
Key West, Florida 33040

Project Description: SR A1A/S. ROOSEVELT FROM BERTHA ST (STA 0+00)  
TO RIGGS WILDLIFE PRESERV.

FM No. 250548-4  
Contract No. ANT08  
Federal ID: 6239-028-U  
County: Monroe

**RE: LAP Agreement Notice to Proceed**

Dear Ms. Carolyn,

Enclose you will find a copy of the executed Supplemental Agreement # 2. The City of Key West is now authorized to proceed with Design services (Phase 38) with the terms of the Supplemental Agreement No. 2.

For further reference, please contact District 6 LAP coordinator, Alfredo Reyna, at (305) 470-5288

Sincerely,

A handwritten signature in black ink, appearing to read "Vicki Gatani".

Vicki Gatani,  
District LAP Administrator

Cc: Alfredo Reyna, File

RESOLUTION NO. 08-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED SUPPLEMENTAL AGREEMENT TO LOCAL AGENCY PROGRAM -- FPN #250548-4-3801, BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR RECONSTRUCTION OF SR A1A (SOUTH ROOSEVELT BOULEVARD) BETWEEN BERTHA STREET AND SMATHERS BEACH IN THE AMOUNT OF \$96,940.33, BRINGING THE TOTAL PROJECT AMOUNT TO \$596,640.33; RATIFYING THE ORIGINAL AGREEMENT EXECUTED BY THE CITY MANAGER ON DECEMBER 12, 2004; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the prior City Manager executed a Local Agency Program with FDOT for reconstruction along A1A - South Roosevelt Boulevard on December 12, 2004; and

WHEREAS, no resolution authorizing the execution of the agreement can be located despite the fact significant work has been completed under the agreement; and

WHEREAS, it is necessary to amend the agreement to add an area not included in the original agreement;

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

Section 1: That the attached Supplemental Agreement to the FDOT LAP is hereby approved and the original agreement executed on December 12, 2004 by the City Manager is hereby ratified.

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.

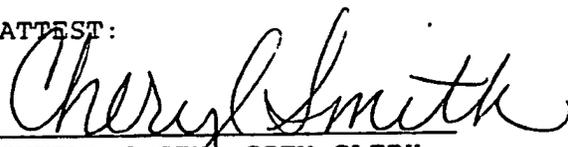
Passed and adopted by the City Commission at a meeting held this 6th day of May, 2008.

Authenticated by the presiding officer and Clerk of the Commission on May 7, 2008.

Filed with the Clerk May 7, 2008.

  
MORGAN MCPHERSON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

## MEMORANDUM



**To:** Jim Scholl, City Manager

**From:** Roland Flowers P.E., City Engineer

**Date:** April 16, 2008

**Subject:** Ratify Local Agency Program Agreement (LAP) FPN 250548-4, Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West with the Florida Department of Transportation (FDOT) and Supplement No. 1 to Local Agency Program Agreement FPN 250548-4 Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West

### BACKGROUND:

On April 6, 2004 the City of Key West passed Resolution 04-146 selecting Sanchez Zeinali Associates Inc. to provide engineering design services for the reconstruction of South Roosevelt Boulevard from Bertha Street to the east end of Smathers Beach. On December 12, 2004 the City Manager executed Local Agency Program Agreement (LAP) FPN 250548-4, Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West with the Florida Department of Transportation (FDOT) for the design. The FDOT was proceeding with the design from the East end of Smathers Beach to the intersection of US 1 (the triangle) while the City's consultant was designing the section identified above. A section of roadway from the East end of Smathers Beach approximately 500 feet to the east was left out of the FDOT's design and subsequent construction. This Supplement to the LAP agreement, 100% funded by the FDOT, will provide for the design services to design the area left out of both projects and provide a complete project from Bertha Street east to the location the FDOT's project ended. The City's consultant has completed 90% of the design and billings have been submitted to and reimbursed by the FDOT. This Resolution will also formally ratify the LAP signed by the City Manager on December 12, 2004.

### OPTIONS:

1. Authorize Supplement No. 1 to Local Agency Program Agreement FPN 250548-4 Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West  
**Advantage:** The City's Consultant Engineer can proceed with the design for the area left out of the original project  
**Disadvantage:** None  
**Funding:** Funded by the FDOT \$96,940.33
2. Do not Authorize Supplement No. 1 to Local Agency Program Agreement FPN 250548-4 Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West  
**Advantage:** None

**Disadvantage:** When the portion of South Roosevelt between Bertha Street and the East end of Smathers Beach is reconstructed approximately 500 feet of roadway east of the end of Smathers Beach will remain in its current condition.  
**Funding:** N/A

**Recommendation:** Authorize Supplement No. 1 to Local Agency Program Agreement FPN 250548-4 Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West and ratify Local Agency Program Agreement (LAP) FPN 250548-4, Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West with the Florida Department of Transportation (FDOT) signed by the City Manger on December 12, 2004.



08-122

## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

1000 N.W. 111<sup>th</sup> Avenue  
Miami, Florida 33172

STEPHANIE C. KOPELOUSOS  
SECRETARY

December 11, 2008

Ms. Cheryl Smith  
City of Key West  
Post Office Box 1409  
Key West, Florida 33041

RECEIVED  
2008 DEC 18 AM 11:57  
CITY OF KEY WEST  
FLORIDA

Reference: LAP Agreement Notice to Proceed  
Financial No.: 250548-4  
Contract No: ANT08  
SR A1A South Roosevelt Boulevard

Dear Ms. Smith:

Enclosed you will find a copy of the aforementioned LAP Agreement. The City can proceed with the project and will be eligible for reimbursement of funds under the condition of the agreement.

If you have any questions, please do not hesitate to contact me at (305) 470-5289.

Sincerely,

Danny Iglesias, P.E.  
District LAP Administrator

Cc: Teresa Alvarez, Anamari Martinez, File

SUPPLEMENTAL NO. 1  DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM</b> <b>SUPPLEMENTAL</b> <b>AGREEMENT</b>	FPN 250548-4  CONTRACT NO. ANT08
---	---	--

The City of Key West desires to supplement the original Agreement entered into and executed on December 12, 2004 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

**PROJECT DESCRIPTION**

Name Reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West Length 0.777 mile  
 Termini From Bertha Street to East End of Smathers Beach

**Description of Work:**

This project consists of the complete reconstruction of SR A1A (South Roosevelt Boulevard) from Bertha Street to the east end of Smathers Beach at the City of Key West. As part of this project, new drainage will be provided as well as new lighting and signing and pavement markings.

**Reason for Supplement:**

A supplement is being requested for this project to add a section of sheet pile wall at the east end of the project. The sheet pile wall is needed to protect the roadway from the ocean located immediately south of the back of sidewalk within our project limits. Currently, there is a sloped concrete wall which connects the back of sidewalk to the bottom of the beach at this location. The project that FDOT completed immediately east of our project limits, provided a sheet pile wall to protect the road from the ocean. The small section of our project left without a wall will act as flume during storms and fill the road with seagrass and other debris when tides are higher than the elevation of the back of sidewalk. In addition, the erosion of the tides can also compromise the integrity of the roadway section within our project limits. As a result, we are requesting to extend a similar design of the sheet pile wall installed by FDOT on the adjacent project within the east end of our project to close the existing gap.

The addition of the sheet pile wall will require that survey of the ocean is performed along the proposed alignment of the wall to identify existing bottom elevations as well as to determine the existence of possible impacts to sea grass. The proposed work will need to be permitted with South Florida Water Management and the US Army Corp of Engineers.

In addition, SR A1A (South Roosevelt Boulevard) has a significant amount of pedestrian traffic across it. The pedestrian traffic is generated by several conditions which include a parking area immediately north of the project, condominium towers along the north side of the road, and the presence of the beach adjacent to the south side of the road. There are no protected pedestrian crossings within the entire limits of the project. As a result, a supplement is also requested to complete the required study, analysis, and design of an actuated protected pedestrian crossing within the project limits.

FPN 250548-4  
 CONTRACT NO. ANT08

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b> 2007-2008 2008-2009 2009-2010 Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b> 2007-2008 2008-2009 2009-2010 Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b> 2007-2008 2008-2009 2009-2010 Total Design Cost	\$500,000	\$96,940.33	\$596,940.33	\$0.00	\$596,940.33
<b>Right-of-Way</b> 2007-2008 2008-2009 2009-2010 Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b> 2007-2008 2008-2009 2009-2010 2010-2011 Total Construction Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction Engineering and Inspection (CEI)</b> 2007-2008 2008-2009 2009-2010 2010-2011 Total CEI Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Construction &amp; CEI Costs</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COST OF THE PROJECT</b>	\$500,000	\$96,940.33	\$596,940.33	\$0.00	\$596,940.33

FPN 250548-4  
CONTRACT NO. ANT08

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: J. K. Scholl  
Name: J. K. SCHOLL  
Title: CITY MANAGER

By: [Signature]  
Name:  
Title:

Attest: Cheryl Smith  
Name: Cheryl Smith  
Title: City Clerk

Attest: \_\_\_\_\_  
Name:  
Title:

Date: 5-15-08

Date: \_\_\_\_\_

As to form: [Signature]

As to form: [Signature]

Attorney SHAWN D. SMYK  
CITY ATTORNEY

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

State of Florida Department of Transportation  
**LOCAL AGENCY PROGRAM AGREEMENT**

FPN No.: 250548-4	Fund: SE	FLAIR Approp.: 088849
Federal No.:	Org. Code: 55064010612 MC	FLAIR Obj.:
FPN No.: 250548-4-3808	Fund: SE	FLAIR Approp.: 088849
Federal No.:	Org. Code: 55064010612 MC	FLAIR Obj.:
County No.: MONROE	Contract No: ANTOB	Vendor No.: VF 516000346036
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this 12 day of December, 2004 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and The City of Key West located at 604 Simonton Street, Key West, Florida 33041 hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

The purpose of this Agreement is to provide for the Department's participation in and as further described in Exhibit "A" attached hereto and by this reference made a part

**1.00 Purpose of Agreement:**

hereof, hereinafter called the project, and to provide departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Modifications and Additions:** Exhibit(s) C are attached hereto and by this reference made a part hereof.

**2.00 Accomplishment of the Project:**

**2.01 General Requirements:** The Agency shall commence, and complete the project as described in EXHIBIT "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before December 31, 2008 if the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**2.03 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2. Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration may require.

### 3.00 Project Cost:

**3.01 Total Cost:** The estimated total cost of the project is \$ 500,000. This amount is based upon the schedule of funding in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00 of this agreement.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(e), Florida Statutes, are hereby incorporated:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice to Proceed:** No cost may be incurred under this contract until the Agency has received a Notice to Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible for federal participation may be approved in the amount determined to be adequately supported, the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five(5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five(5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**5.02 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

If a recipient expends less than \$300,000 in federal awards during its fiscal year, an audit conducted in accordance with the OMB Circular A-133 is not required. If a recipient expends less than \$300,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with OMB Circular A-133, the cost of the audit must be paid from non-federal funds.

In the event that a recipient expends \$300,000 or more in federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

Reporting Packages and management letters generated from audits conducted in accordance with OMB Circular A-133 shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Reporting Package and Data Collection Form for each audit conducted in accordance with OMB Circular A-133 shall be sent to:

1201 East 10th Street  
Federal Audit Clearinghouse  
Bureau of the Census  
Jefferson, IN 47132

**5. Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida's Statutes, and made or received in conjunction with this Agreement.  
(Section 287.058(1)(c), Florida Statutes)

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right of way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B and be submitted to the Department no later than October 15 each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. (Section 287.058(1)(a), Florida Statutes)

All recipients of funds from this agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.081 Florida Statutes and Chapter 3-Travel of the Department's Disbursement Operations Manual, Topic 350-030-400.  
(Section 287.058(1)(b), Florida Statutes)

If, or project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Department.

**The Department's Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect, by notice in writing, not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, this Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project, which under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein in 12.06; or

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of the FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all project costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of this Agreement, costs which are not provided for in the latest approved schedule of funding for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within one hundred twenty (120) days after the completion of the project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

#### **8.00 Termination or Suspension of Project**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of this Agreement.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

**8.02 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and costs approved by the Department or upon the basis of terms and conditions

imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

#### **9.00 Contracts of the Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

#### **10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**10.01 DBE Policy:** It is the policy of the Department that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement.

**10.02 DBE Obligation:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations, have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

**10.03 Disadvantaged Business Enterprise (DBE) Obligations:** If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable federal and state regulations.

#### **11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to all federal-aid contracts - 49 CFR 29)**

By signing and submitting this Agreement, the Agency is providing the certification set out below: The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

Agency further agrees by executing this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person or entity is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this agreement for cause or default.  
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Government or agency.

Where the Agency is unable to certify to any of the statements above, an explanation shall be attached to this proposal.

#### **12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the performance of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision in all contracts modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for the standard commercial supplies or raw materials; and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work; notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI - Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate 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 a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**12.06 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors, shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer, or employee of the Agency or the locality during his tenure, or for two years thereafter, has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired any such interest prior to the beginning of his tenure, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract, or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of its subcontracts, the following provision: "No member, officer or employee of the Agency or of the locality during his tenure, or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof." The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.07 Interest of Members of or Delegates to, Congress:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

### **13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impact or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.07 Contractual Indemnity:** To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of the Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

**13.08 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval regarding the remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department.

**13.09 Right of Way Certification:** Upon completion of right of way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right of way is required.

**13.10 Agency Certification:** The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency, and that the project is accepted by the Agency as suitable for the intended purpose.

**13.11 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.12 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**13.13 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System, constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  not will maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount to the Agency. Interest penalties of less than one dollar (\$1) will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the State Comptroller's Hotline at 1-800-648-3782.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

CITY OF KEY WEST, FLORIDA

By: *Julia Israel*  
Title:

Attest: *CITY MGR.*  
Title:

As to form:

*Robert ...*  
Attorney  
*City Attorney  
City of Key West*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *Jose Rodriguez*  
Title:

Attest: \_\_\_\_\_  
Title:

As to form:

*[Signature]*  
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

525-010-40  
CONSTRUCTION  
OGC-11/03  
Page 11 of 12

FPN NO: 260548-4

**EXHIBIT A**  
**Project Description and Responsibilities**

This exhibit forms an integral Part of that certain Reimbursement Agreement between the State of Florida, Department of Transportation and

The City of Key West

604 Simonton Street, Key West, Florida 33401-1409

Dated: July 30, 2004

Project Location: Key West Florida

The project  is  is not on the National Highway System.

The project  is  is not on the State Highway System.

**PROJECT DESCRIPTION:**

The Project consists of the reconstruction of SR A1A (South Roosevelt Boulevard) in the City of Key West. The project limits are from Bertha Street to approximately survey station 44+00 connecting to another project on the same road being designed by the Department of Transportation. The intent of the project is to bring the roadway to current standards by improving its pavement, drainage and operational characteristics.

**SPECIAL CONSIDERATION BY AGENCY:**

**SPECIAL CONSIDERATION BY THE DEPARTMENT:**

625-010-40  
 construction  
 OGC-11/03  
 Page 12 of 12

<b>AGENCY NAME &amp; BILLING ADDRESS</b> City of Key West 804 Simonton Street Key West, Florida 33041-1400	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM AGREEMENT</b> <b>EXHIBIT "B"</b> <b>SCHEDULE OF FUNDS</b>	<b>FPN NO.</b> 250548-4
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**PROJECT DESCRIPTION**

**Name** South Roosevelt Boulevard Reconstruction      **Length** 4,500 feet  
**Terminus** From Bertha Street to approximately station 44+00

		FUNDING		
		(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>TYPE OF WORK BY FISCAL YEAR</b>				
<b>P.E.</b>	2004-2005	\$500,000	\$0	\$500,000
	2005-2006	\$0	\$0	\$0
	2006-2007	\$0	\$0	\$0
	<b>TOTAL PE</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$500,000</b>
<b>Right-of-Way</b>	2004-2005	\$0	\$0	\$0
	2005-2006	\$0	\$0	\$0
	2006-2007	\$0	\$0	\$0
	<b>Total Right Of Way Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Construction</b>	2004-2005	\$0	\$0	\$0
	2005-2006	\$0	\$0	\$0
	2006-2007	\$0	\$0	\$0
	<b>Total construction Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Construction Engineering &amp; Inspection</b>	2004-2005	\$0	\$0	\$0
	2005-2006	\$0	\$0	\$0
	2006-2007	\$0	\$0	\$0
	<b>Total Construction Engineering</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Construction Cost</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>ESTIMATED TOTAL COST OF THE PROJECT</b>		<b>\$500,000</b>	<b>\$0</b>	<b>\$500,000</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after 1st of each fiscal year.  
 The Department will notify the agency, in writing, when funds are available.

**NOTE:**

Currently \$500,000 is programmed for FY 2004/2005 under FPN No. 250548-4, Type SL funds

**South Roosevelt Boulevard, PW-0402**

**PRELIMINARY SCOPE OF SERVICES  
SOUTH ROOSEVELT BOULEVARD  
CITY OF KEY WEST  
PROJECT NUMBER NO. PW-0402**

**EXHIBIT C**

The City of Key West is proposing to reconstruct South Roosevelt Boulevard (State Road A1A) from Bertha to approximately 4,400 ft. east of Bertha where it transitions to an existing reconstruction project that is being designed by the Florida Department of Transportation.

**Project Limits** – The Project limits will be from Bertha to Station 44+00 or any point that provides for a logical transition. This Project as it is funded by FDOT will not include work on Bertha beyond the logical terminus of the project on Bertha. The project will improve the existing roadbed, drainage, lighting and markings. Every effort will be made to not impact the promenade, otherwise the promenade will be replaced in kind.

The project will be implemented as follows:

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

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

**South Roosevelt Boulevard, PW 0402**

### Contract Documents

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

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

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

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

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

**Seawall Plans** - Roadway plans will not include seawall construction plans. This issue will need to be separately pursued with FDOT. A study may be undertaken by FDOT or the City (via LAP) to evaluate the existing conditions and recommend corrective action.

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

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

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

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

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

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

**Subsurface Utility Services** - Since previous data is available, we estimated that an additional 20 vacuum excavation locations may be required.

Sarah Perez/D6/FDOT  
11/23/2004 03:28 PM

To Danny Iglesias/D6/FDOT@FDOT  
cc  
bcc  
Subject Fw: FUNDS APPROVAL/REVIEWED FOR CONTRACT ANT08

As requested...

Sarah Perez  
District Six Budget Coordinator  
Florida Department of Transportation, Rm 6201  
1000 NW 111th Avenue, Work Program/Budget Office,  
Miami, Florida 33172  
email: Sarah.Perez@dot.state.fl.us  
Office: 305-470-5118 / SC 429-5118  
Fax: 305-470-5175 / BC 429-5175  
Schedule: Mon-Thurs 8AM-5:30PM, Fri 8AM-12Noon  
--- Forwarded by Sarah Perez/D6/FDOT on 11/23/2004 03:28 PM ---

The job FISSHLR; user LD.  
FISSHL <MVS@DOT>  
11/23/2004 03:20 PM

To FISSZSP@dot.state.fl.us  
cc  
Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT ANT08

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #ANT08 Contract Type: AK Method of Procurement: G  
Vendor Name: CITY OF KEY WEST  
Vendor ID: VF596000946036  
Beginning date of this Agmt: 11/23/04  
Ending date of this Agmt: 12/31/08

.....  
Description:  
The project consists of the reconstruction of SR 1A (South  
Roosevelt Blvd) in the City of Key West  
.....

.....  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(69)/STATUS  
.....

Action: ORIGINAL Funds have been: APPROVED  
55 064010612 \*HC \*139950 \* 500000.00 \*25054843801 \*215 \*

2005  
0001

\*55100100  
\*00 \*

\*088849/05  
\*0001/04

-----  
TOTAL AMOUNT: \*\$ 500,000.00 \*

-----  
FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 11/23/2004

RESOLUTION NO. 13-132

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

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

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

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

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

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

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

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

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

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

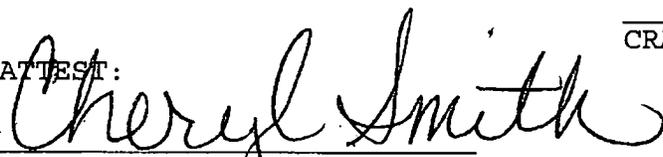
Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

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

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

Filed with the Clerk May 29, 2013.

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

  
\_\_\_\_\_  
CRAIG CATES, MAYOR



THE CITY OF KEY WEST

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

**TO:** Bob Vitas, City Manager  
**FROM:** Birchard Ohlinger, P.E., Engineering  
**CC:** E. David Fernandez, Assistant City Manager  
Doug Bradshaw, Senior Project Manager  
**DATE:** May 7, 2013

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

**ACTION STATEMENT:**

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

**BACKGROUND:**

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

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

MEMORANDUM

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

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

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

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

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

#### **PURPOSE & JUSTIFICATION:**

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

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

#### **OPTIONS:**

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

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

**FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

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

RESOLUTION NO. 09-077

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

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

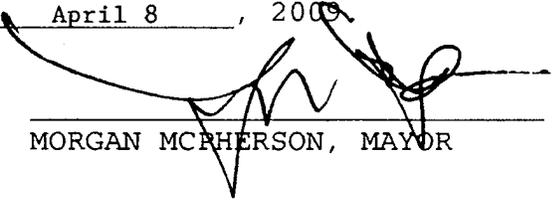
Section 1: That the attached task order number Sanchez-Zeinali 2004-02 for supplemental services on South Roosevelt Boulevard for project number PW-0402 by Sanchez-Zeinali & Associates, Inc. in an amount not to exceed \$96,940.33 is hereby approved.

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

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

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

Filed with the Clerk April 8, 2009.

  
MORGAN MCPHERSON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



## GENERAL SERVICES DEPARTMENT MEMORANDUM

### EXECUTIVE SUMMARY

**TO:** Jim Scholl , City Manager

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

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

**DATE:** February 24, 2009

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

### ACTION STATEMENT

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

### STRATEGIC PLAN INITIATIVES

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

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

### BACKGROUND

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

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

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

### **PURPOSE & JUSTIFICATION**

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

### **OPTIONS**

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

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

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

### **FINANCIAL IMPACT**

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

### **RECOMMENDATION**

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



CITY OF KEY WEST

TASK ORDER No. SANCHEZ-ZEINALI 2004-02

ENGINEERING SERVICES PROJECT No. PW 0402

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

**A. Scope of Services**

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

**B. Time of Completion**

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

**C. Compensation**

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

**D. Acceptance**

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

Sanchez-Zeinali Associates, INC.

City of Key West

By: Frank Zeinali

J. K. Scholl

Title: President

Jim Scholl, City Manager

Date: 2-26-09

Date: 09 APRIL 2009





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

**A. Scope of Services**

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

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

The project will be implemented as follows:

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

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





## **Contract Documents**

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

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

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

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

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

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

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

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

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

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

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

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

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





**B. Cost Estimates and Reports**

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

**C. Deliverables will consist of:**

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

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

**D. Time of Completion**

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

**E. Compensation**

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



### **Scope of Supplemental Services for South Roosevelt Boulevard**

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

#### **Wave Impact Analysis**

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

#### **Roadway Plan**

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

#### **Environmental Permits**

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

#### **Structural Design**

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

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

**Signalization**

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

Name of Consultant

**Project Information Sheet**

Financial Project Identification Number: 250548-4 Federal Aid Project Identification Number: \_\_\_\_\_

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

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

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

Project Type: Major (Minor / Major) Access Management Classification: \_\_\_\_\_ Roadway Classification: \_\_\_\_\_ (NHS/FHIS/Off Sys.):

CAP Level: \_\_\_\_\_ TCP Level: \_\_\_\_\_ Survey Level: \_\_\_\_\_

Variances:	1. _____	Exceptions: 1. _____
	2. _____	2. _____
	3. _____	3. _____
	4. _____	4. _____
	5. _____	5. _____

Proposed Design Contract Time: \_\_\_\_\_ months

**Project Preliminary Design Specifics:**

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

**Project Staff Hour Summary**

Name of Consultant:

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

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

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

**ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL**

Financial Project Number: 290548-4

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

FAP Number: \_\_\_\_\_

Date: 2/13/2008

Name of Consultant: Sanchez-Zeinani & Associates

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

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

Field Survey Estimate:  
 \_\_\_\_\_  
 4-man crew days

<b>FIRM TOTAL</b>	<b>483</b>	<b>532</b>
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**ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL**

Financial Project Number: 250548-4

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

FAP Number: \_\_\_\_\_

Date: 2/13/2008

Name of Consultant: \_\_\_\_\_

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

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

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

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

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

Survey Field Days by Subconsultant

Check = \$51,255.00

SALARY RELATED COSTS: \$51,255.00  
 OVERHEAD:  
 OPERATING MARGIN:  
 FCCM (Facilities Capital Cost Money):  
 EXPENSES (Note 3):

Survey (Field - if by Prime) \$ / day

**SUBTOTAL ESTIMATED FEE: \$51,255.00**  
 Subconsultant: BCC \$12,390.00  
 Subconsultant: CES \$19,715.19  
 Subconsultant: Taylor Engineering Inc. (See attached fee Estimate) \$19,149.81

**SUBTOTAL ESTIMATED FEE: \$96,940.33**  
 Optional Services  
**GRAND TOTAL ESTIMATED FEE: \$96,940.33**

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

**ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL**

Financial Project Number: 250548-4

Project Name State Rd. A1A / South Roosevelt Blvd.

FAP Number: \_\_\_\_\_

Date: 2/13/2008

Name of Consultant: \_\_\_\_\_

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

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

Field Survey Estimate:  
 4-man crew days

<b>FIRM TOTAL</b>	<b>120</b>	<b>132</b>	
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**ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL**

Financial Project Number: 250548-4

Project Name State Rd. A1A / South Roosevelt Blvd.

FAP Number: \_\_\_\_\_

Date: 2/13/2008

Name of Consultant: \_\_\_\_\_

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

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

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

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

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Project Engineer	Staff Engineer	CADD Specialist	Admin.	Senior Engineering	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General Tasks																#DIV/0!
4. Roadway Analysis																#DIV/0!
5. Roadway Plans																#DIV/0!
6. Drainage Analysis																#DIV/0!
7. Utilities																#DIV/0!
8. Environmental Permits	120	30	30	30	24	6								120	\$12,390	\$103.25
9. Structure Summary																#DIV/0!
10. Structures - BDR																#DIV/0!
11. Structures - Temporary Bridge																#DIV/0!
12. Structures - Short Span Concrete																#DIV/0!
13. Structures - Medium Span Concrete																#DIV/0!
14. Structures - Structural Steel																#DIV/0!
15. Structures - Segmental Concrete																#DIV/0!
16. Structures - Movable Span																#DIV/0!
17. Structures - Retaining Walls																#DIV/0!
18. Structures - Miscellaneous																#DIV/0!
19. Signing & Marking Analysis																#DIV/0!
20. Signing & Marking Plans																#DIV/0!
21. Signalization Analysis																#DIV/0!
22. Signalization Plans																#DIV/0!
23. Lighting Analysis																#DIV/0!
24. Lighting Plans																#DIV/0!
25. Landscape Architecture Analysis																#DIV/0!
26. Landscape Architecture Plans																#DIV/0!
27. Survey																#DIV/0!
28. Photogrammetry																#DIV/0!
29. Mapping																#DIV/0!
30. Geotechnical																#DIV/0!
31. Architecture Development																#DIV/0!
<b>Total Staff Hours</b>	120	30	30	30	24	6								120		
<b>Total Staff Cost</b>		\$4,050.00	\$3,800.00	\$2,850.00	\$1,560.00	\$330.00									\$12,390.00	\$103.25

Check = \$12,390.00

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

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

**ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL**

Financial Project Number: 250548-4

Project Name State Rd. A1A / South Roosevelt Blvd.

FAP Number: \_\_\_\_\_

Date: 2/13/2008

Name of Consultant: CES

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD PERCENT	
	Firm Total Hours	Project Manager Hours	Senior Environme Hours	Survey Technician Hours	Cadd Tech Hours	Senior Specialist Hours	Senior Engineerin Hours	Staff Classi- fication 7 Hours	Staff Classi- fication 8 Hours	Staff Classi- fication 9 Hours	Staff Classi- fication 10 Hours	Staff Classi- fication 11 Hours	Staff Classi- fication 12 Hours				
3. Project General Tasks																	
4. Roadway Analysis																	
5. Roadway Plans																	
6. Drainage Analysis																	
7. Utilities																	
8. Environmental Permits	148	30	118												148	163	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.																	
10. Structures - BDR																	
11. Structures - Temporary Bridge																	
12. Structures - Short Span Concrete																	
13. Structures - Medium Span Concrete																	
14. Structures - Structural Steel																	
15. Structures - Sagmental Concrete																	
16. Structures - Movable Span																	
17. Structures - Retaining Walls																	
18. Structures - Miscellaneous																	
19. Signing & Marking Analysis																	
20. Signing & Marking Plans																	
21. Signalization Analysis																	
22. Signalization Plans																	
23. Lighting Analysis																	
24. Lighting Plans																	
25. Landscape Architecture Analysis																	
26. Landscape Architecture Plans																	
27. Survey (Field & Office Support)																	
28. Photogrammetry																	
29. Mapping																	
30. Geotechnical																	
31. Architecture Development																	
<b>TOTALS</b>	<b>148</b>	<b>30</b>	<b>118</b>												<b>148</b>	<b>163</b>	
Notes:										Field Survey Estimate:		<b>FIRM TOTAL</b>		<b>148</b>	<b>163</b>		
1. This worksheet provides the distribution of a firm's total staff hours for a project.										4-man crew days							
2. Percentages for staff hour distribution by classification are entered below in rows 56 to 84 of this sheet.																	
3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.																	
4. Formulas under "Total Staff Hours Range" (columns P & Q) may be adjusted to provide desired range.																	

**ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL**

Financial Project Number: 250548-4

Project Name State Rd. A1A / South Roosevelt Blvd.

FAP Number: \_\_\_\_\_

Date: 2/13/2008

Name of Consultant: \_\_\_\_\_

Staff Hour Distribution Percentages - Firm Total														
	Hours from "Summary" sheet Firm Total	Project Manager	Environme ntal Scientist	Survey Technician	Cadd Tech	Senior Specialist	Engineer g Technician	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	Total
3. Project General Tasks														
4. Roadway Analysis														
5. Roadway Plans														
6. Drainage Analysis														
7. Utilities														
8. Environmental Permits	148	20.0%	60.0%											100.00%
9. Structure Summary														
10. Structures - BDR														
11. Structures - Temporary Bridge														
12. Structures - Short Span Concrete														
13. Structures - Medium Span Concrete														
14. Structures - Structural Steel														
15. Structures - Segmental Concrete														
16. Structures - Movable Span														
17. Structures - Retaining Walls														
18. Structures - Miscellaneous														
19. Signing & Marking Analysis														
20. Signing & Marking Plans														
21. Signalization Analysis														
22. Signalization Plans														
23. Lighting Analysis														
24. Lighting Plans														
25. Landscape Architecture Analysis														
26. Landscape Architecture Plans														
27. Survey (Field & Office Support)														
28. Photogrammetry														
29. Mapping														
30. Geotechnical														
31. Architecture Development														

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

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

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

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

Check = \$6,986.26

**Notes:**

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

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

**Project Activity 5: Roadway Plans**

Estimator:

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

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

**Project Activity 5: Roadway Plans**

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

**Project Activity 8: Environmental Permits**

Estimator:

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

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Preliminary Project Research	LS	1			
8.2	Complete Permit Involvement Form	LS	1			
8.3	Establish Wetland Jurisdictional Lines	LS	1	28	38	8 hours for BCC to Transfer information to CAD format + 28 hours for CES for an Environmental Impact Assessment that will include a benthic survey, functional analysis and assessment of impact. The deliverable will be a report that can accompany the permit application
8.4	Agency Verification of Wetland Data	LS	1	24	24	CES - Coordination and site visit with SPWMD and the USACOE, NOAA Fisheries and the Florida Keys National Marine Sanctuary will also need to be included.
8.5	Complete And Submit All Required Permit Applications	LS	1	56	56	16 hours for BCC to modify permit application and complete additional section to include added scope for seawall + 40 hours for CES to assist with permit applications, provide input for RAI responses and coordination with agencies for T&E species.
8.6	Prepare Dredge and Fill Sketches	LS	1	27	27	BCC - Setup 6 Hrs.; 5 X-Sect (Assume 300' to 400' of well with X-Sect @ 100') * 3 Hr./Ea = 15 Hrs.; 1 Plan Sheet @ 6 Hrs. Grand Total = 6+15+6 = 27 Hrs.
8.7	Prepare USCG Permit Sketches	LS	1			Not needed
8.8	Prepare Easement Sketches	LS	1	12	12	BCC - Modify items prepared on 8.6. Assume 2 Hr per item * 6 = 12 Hrs.
8.9	Prepare RW Occupancy Sketches	LS	1			
8.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches	LS	1			
8.11	Prepare Tree Permit Information	LS	1			
8.12	Mitigation Coordination and Meetings	LS	1	12	12	BCC - Assume 2 meetings @ 6 Hrs/Each = 12 Hrs.
8.13	Mitigation Design	LS	1	40	40	CES - 40 hours to develop plan and obtain agency approval
8.14	Environmental Clearances	LS	1			
<b>Environmental Permits Technical Subtotal</b>					<b>207</b>	
8.15	Technical Meetings	LS	1	36	36	Meetings are listed below - BCC
8.16	Quality Assurance/Quality Control	LS	%	5%	10	BCC
8.17	Supervision	LS	%	5%	10	BCC
<b>Environmental Permits Nontechnical SubTotal</b>					<b>56</b>	
8.18	Coordination	LS	%	2%	5	BCC
<b>8. Environmental Permits Total</b>					<b>268</b>	

**Technical Meetings**

WMD	EA	2	8	16	
ACOE	EA	1	4	4	
USCG	EA				
USFWS	EA				
FFWCC	EA				
FDOT	EA	2	4	8	
Other meetings	EA	2	4	8	
<b>Subtotal technical meetings</b>				<b>36</b>	

**PM Attendance at Meeting Required?**

Yes / No

WMD					no
ACOE					no
USCG					no
USFWS					no
FFWCC					no
FDOT					no
Other meetings					no
<b>Subtotal technical meetings</b>				<b>36</b>	
Progress Meetings	EA				
Phase Review Meetings	EA				
<b>Total Meetings</b>				<b>36</b>	

Comes to 8.16

Project manager meetings =

**Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings**

Estimator:

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

Task No	Task	Units	Design and Production Staffhours				Comments				
			No. of Units	Hours per Unit	No. of Sheets	Total					
<b>General Drawings</b>											
9.1	Index of Drawings	sheet									
9.2	Project Layout	sheet									
9.3	General Notes and Bid Item Notes	sheet									
9.4	Incorporate FDOT Standards	sheet									
9.5	Incorporate Report of Core Borings	sheet	2	1	2	2					
9.6	Existing Bridge Plans	LS	1								
9.7	Computation Book and Quantities	LS	1	12		12					
9.8	Cost Estimate	LS	1	6		6					
9.9	Technical Special Provisions	LS	1								
<b>Structures - Miscellaneous Tasks &amp; Drawings Subtotal</b>					2	20					
Task No	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1										
10-16	Bridge 2										
10-16	Bridge 3										
17	Retaining Walls	186								186	
18	Miscellaneous Structures										
<b>Structures Technical Subtotals</b>		186								186	
Task No	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.10	Field Reviews	EA	2	10	20						
9.11	Technical Meetings	EA	2	10	20	With FDOT and the City, 1 people @ 10 hours each					
9.12	Quality Assurance / Quality Control	LS	%	5%	10						
9.13	Independent Peer Review	LS	%								
9.14	Supervision	LS	%	5%	10						
<b>Structures Non-Technical Subtotal</b>					60						
9.15	Coordination	LS	%	2%	5						
<b>9 Structures - Miscellaneous Tasks &amp; Drawings, Non-Technical, &amp; Coordination Total</b>					85						

**Project Activity 17: Retaining Walls**

Estimator:

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

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

**Project Activity 17: Retaining Walls**

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

**Project Activity 21: Signalization Analysis**

Estimator:

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

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

**Project Activity 22: Signalization Plans**

Estimator:

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

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

negotiated supplemental  
22. Signalization Plans

RESOLUTION NO. 04-146

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

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

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

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

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



*Please  
copy*

*2004 = ? ? Key West*

Cheryl Smith  
City Clerk

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

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

April 8, 2004

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

Dear Sir or Madam:

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

Sincerely,

*Cheryl Smith*

Cheryl Smith, CMC  
City Clerk

Enclosure  
CS/vp  
Res. 04-146 Sanchez Zeinali

Key to the Caribbean - Average yearly temperature 77° F.

**AGREEMENT**

Between

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

and

**SANCHEZ ZEINALI & ASSOCIATES, INC.**

for

**CONSULTANT SERVICES FOR  
GENERAL ARCHITECTURAL AND ENGINEERING SERVICES**

January 28, 2005

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

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

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

Filed with the Clerk April 7, 2004.

ATTEST:

Cheryl Smith  
CHERYL SMITH, CITY CLERK

Jimmy Wesley  
JIMMY WESLEY, MAYOR

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

AND

Sanchez-Zeinalli & Associates, Inc., a professional corporation organized under the laws of the state of Florida, 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:** means this document, Articles 1 through 8, inclusive. Other terms and conditions are included in the exhibits, task orders, and supplemental documents that are by this provision expressly incorporated by reference.
- 1.2 **Commission:** The Key West City Commission of the City of Key West, Florida, which is the governing body of the City of Key West government created by the City of Key West Charter.
- 1.3 **CONSULTANT:** The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator:** The ranking managerial employee of the agency of CITY government which requested the Project or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the Key West City Commission of the City of Key West, Florida, concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Contractor:** The person, firm, corporation or other entity who enters into an agreement with CITY to perform the construction work for the Project.

- 1.6 **CITY:** City of Key West.
- 1.7 **Notice To Proceed:** A written notice to proceed with the Project issued by the Contract Administrator.
- 1.8 **Project:** Projects may or may not be tasked. Should a project be tasked, this agreement does not "Disallow" the City from using other firms, congruently or not, for the same or other City projects. This is a general contract for a variety of work (if tasked).
- 1.9 **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT for a prescribed type and amount of compensation.

## ARTICLE 2

### PREAMBLE

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

- 2.1 The CITY has budgeted funds for consulting services for a variety of projects. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for a task order not issued in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified by Resolution of the Commission.
- 2.2 The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

## ARTICLE 3

### SCOPE OF SERVICES AND STANDARD OF CARE

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

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

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

- A. Each Task Order will be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
- B. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
- C. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
- D. A task order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY will not pay for anticipatory profits. The termination of this Agreement

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

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

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

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

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

#### ARTICLE 4

##### TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

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

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

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

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

- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5. In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 8.8, INDEMNIFICATION OF CITY.
- 4.6. In the event CONSULTANT fails to provide services as described in a task order which causes monetary damage to CITY because of Contractor's inability to perform or because of price increases attributable directly to delay caused by CONSULTANT, CONSULTANT shall be responsible for such monetary damages.

**ARTICLE 5**  
**COMPENSATION AND METHOD OF PAYMENT**

**5.1 AMOUNT AND METHOD OF COMPENSATION**

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

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

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

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

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

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

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

A. Per diem rates are those hourly or daily rates charged for work performed on the PROJECT by CONSULTANT'S employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to City's fiscal year adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

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

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

- C. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
- D. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- E. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

## 5.2 REIMBURSABLES

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

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. There will be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
- b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Travelodge.
- c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail among the CONSULTANT's various permanent offices. If applicable, the CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.
- e) Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.

- f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.
- g) Any project specific insurance premium of CONSULTANT'S required for CITY's project over five hundred thousand (\$500,000) in coverage.

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

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

### 5.3. METHOD OF BILLING

#### 5.3.1 Lump Sum Compensation

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

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

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

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

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

#### 5.4. METHOD OF PAYMENT

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

5.4.2 Payment will be made to CONSULTANT at:

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

## ARTICLE 6

### ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

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

## ARTICLE 7

### CITY'S RESPONSIBILITIES

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

## ARTICLE 8

### MISCELLANEOUS

#### 8.1 OWNERSHIP OF DOCUMENTS

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

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

## 8.2 TERMINATION

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

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

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

## 8.3 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

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

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

**8.5. PUBLIC ENTITY CRIMES ACT**

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

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

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

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

#### 8.6 SUBCONSULTANTS

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

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

#### 8.7 ASSIGNMENT AND PERFORMANCE

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

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

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

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

**8.8 INDEMNIFICATION OF CITY**

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

**8.9 INSURANCE**

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

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

- 8.9.1 Workers' compensation and employer's liability insurance as required by the State of Florida.
- 8.9.2 Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Million Dollars (\$1,000,000.00) combined single limits and annual aggregate.
- 8.9.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any

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

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

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

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

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

#### 8.10 REPRESENTATIVE OF CITY AND CONSULTANT

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

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

8.11 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

8.12 NOTICES

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

FOR CITY OF KEY WEST:

Roland Flowers  
City Engineer/Director Public Works  
PO Box 1409  
Key West, FL 33041-1409

and:

Julio Avel, City Manager  
City of Key West  
PO Box 1409  
Key West, FL 33041-1409

FOR CONSULTANT:

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

8.13 TRUTH-IN-NEGOTIATION CERTIFICATE

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

8.14 INTERPRETATION

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

8.15 CONSULTANT'S STAFF

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

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

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

8.16 INDEPENDENT CONTRACTOR

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

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

#### 8.17 THIRD PARTY BENEFICIARIES

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

#### 8.18 CONFLICTS

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

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

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

#### 8.19 CONTINGENCY FEE

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

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

**8.20. WAIVER OF BREACH AND MATERIALITY**

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

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

**8.21. COMPLIANCE WITH LAWS**

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

**8.22. SEVERABILITY**

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

**8.23. JOINT PREPARATION**

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

**8.24. PRIORITY OF PROVISIONS**

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

**8.25. APPLICABLE LAW AND VENUE**

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

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

8:26 INCORPORATION BY REFERENCE

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

8:27 COUNTERPARTS

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

BALANCE OF PAGE BLANK

SIGNATURE PAGE TO FOLLOW

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

CITY

ATTEST:

Cheryl Smith

Cheryl Smith, City Clerk

1 day of Feb, 2005

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

Julio Azael

Julio Azael, City Manager

1 day of Feb, 2005

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

FOR CORPORATION:

CONSULTANT

ATTEST:

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

By Lilia Dowling  
Secretary

By Frank Zeinali  
President

Lilia Dowling  
(Print Name of Secretary)

FRANK ZEINALI  
(Print Name of President)

2 day of February, 2005

2 day of February, 2005

EXHIBIT "A"

GENERAL SCOPE OF SERVICES FOR PHASES OF PROJECT

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

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

PROGRAMMING PHASE

- (a) CONSULTANT shall develop space requirements and program to establish the following detailed requirements for the Project: design objectives, limitations, and criteria; space relations; functional responsibilities of personnel; flexibility and expansibility; and special equipment and systems. The Contract Administrator will furnish CITY space standards.
- (b) CONSULTANT shall provide and submit space and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for: Internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.
- (c) CONSULTANT shall schedule a minimum of \_\_\_\_\_ hours time to gather documentation and make a determination of requirements to obtain a waiver of the requirements for concurrency.
- (d) CONSULTANT shall research all codes, laws, rules, regulations and ordinances pertaining to the property.
- (e) CONSULTANT shall provide written cost estimates for the Project and budgeting services based on the above Planning Studies and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services, proposed initial construction cost estimate, initial construction budget and cash flow time line.

1. **PHASE I - SCHEMATIC DESIGN PHASE**

- (a) CONSULTANT shall review the Program for this Project to ascertain the requirements of the Project and shall confirm such requirements with the Contract Administrator.
- (b) Based on the mutually agreed upon Program, CONSULTANT shall prepare and submit to Contract Administrator for approval (and shall modify and re-submit to Contract Administrator until approved by Contract Administrator if not initially satisfactory) Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components, as well as an initial construction budget revision and cash flow timeline, within the time set forth in the task order. CONSULTANT shall revise the drawings and documents as required to reflect comments from the Contract Administrator.
- (c) CONSULTANT shall submit to the Contract Administrator a written Statement of Probable Construction Cost based on current area, volume or other unit costs.
- (d) CONSULTANT shall research all applicable codes, ordinances, rules, regulations and requirements of governmental authorities having jurisdiction over the Project.

2. **PHASE II - DESIGN DEVELOPMENT PHASE**

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

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

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

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

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

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

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

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

### 3. PHASE III-CONTRACT DOCUMENTS PHASE

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

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

1. Prepare drawings and specifications for construction.
  2. Update and revise the probable cost of construction and cash flow timeline.
  3. CONSULTANT shall assist CITY in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
- (b) The Contract Documents shall be sufficiently complete and include sufficient detail to permit issuance of a building permit and responsive bids obtained.
- (c) The Contract Administrator's review and approval of the Contract Documents shall be as to concept only and shall not be deemed review and approval of the technical requirements or aspects thereof.

#### 4. PHASE IV--BIDDING OR NEGOTIATION PHASE

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

1. Assist CITY in the preparation of bidding information. CONSULTANT has been provided with a copy of CITY's Standard Form Construction Documents and agrees to utilize the latest version of said form in the development of the Contract Documents for this Project. Any deviation from the Standard Form Construction Documents must be approved by CITY's Office of City Attorney.
2. CONSULTANT shall provide a copy of the plans and technical specifications to any governmental agency (such as the Public Health Unit, Department of Natural Resource Protection and local building departments) from which any approvals are required prior to the public notice for the Invitation to Bid.
4. CONSULTANT shall provide to the Contract Administrator six (6) sealed reproducible copy(ies) of the construction drawings and specifications in hard copy and in modifiable electronic format.
4. CONSULTANT shall assist in the bid comparisons to assure that bids are reasonable in cost.

5. PHASE V-CONSTRUCTION CONTRACT ADMINISTRATION PHASE

- (a) Construction Phase will commence with the award of the Construction Contract(s) and will not terminate until a Certificate of Occupancy of the completed Project is issued by the applicable jurisdiction, or when final payment is due the Contractor, or in their absence, sixty (60) days from the date of substantial completion. CONSULTANT will administer said Construction Phase according to the terms of this Agreement and in accordance with the duties and responsibilities set forth in the Contract Documents for the duration of the Construction Phase.
- (b) CONSULTANT shall consult with and advise CITY and act as its representative as provided in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as defined in said Contract Documents shall not be modified without CONSULTANT's written consent after Project is let out to bid; all of CITY's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of CITY to the extent provided in said Contract Documents except as otherwise provided in writing.
- (c) CONSULTANT shall visit the site at intervals appropriate to the stage of construction, but not less than twice a week during the construction, to familiarize itself in detail with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. On the basis of its on-site observation, CONSULTANT shall exercise the utmost care and diligence with sufficient detail to guard CITY against defects and deficiencies in the work by the Contractor and to determine if the work is proceeding in accordance with all of the requirements of the Contract Documents. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; however, CONSULTANT shall have the duty to give prompt notification in writing to CITY of any failure of the Contractor, of which CONSULTANT may be aware as a result of its observations, to follow and conform to the Contract Documents and specifications, but shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
- (d) Review and approve Shop Drawings and samples within the time specifications set forth in the Contract Documents; the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; and respond to

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

- (e) Issue all instructions of the Contract Administrator to Contractor(s); prepare change orders and written summaries in electronic format for their justification as required; assure strict adherence to contract documents and aggressive review of change orders to assure reasonable expenditure of CITY's funds; as CITY's representative; require special inspection or testing of the work; CONSULTANT shall act as interpreter of the requirements of the Contract Documents and judge of performance thereunder.
- (f) Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on its review of Contractor(s) applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing to the Contract Administrator payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to CITY, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its approval), but by approving an application for payment, CONSULTANT will not be deemed to have represented that it has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the Contractor(s) work, materials or equipment has passed to CITY free and clear of any lien, claims, security interest or encumbrances.
- (g) CONSULTANT shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s) or subcontractors' agents or employees or any other person (except its own employees and agents) at the Project site or otherwise performing any of the work of the Project.
- (h) CONSULTANT shall prepare Change Orders in compliance with CITY procedures.
- (i) CONSULTANT shall conduct inspections to determine if the Project is substantially complete and the date of substantial completion and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and the date of final completion; shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate of Payment.
- (j) CONSULTANT shall obtain from the Contractor one (1) set of reproducible sealed record drawings and one set in modifiable electronic format prepared

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

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

6. **PHASE VI-POST CONSTRUCTION PHASE**

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

CITY OF KEY WEST

TASK ORDER No. SANCHEZ-ZEINALI 2004-01

ENGINEERING SERVICES PROJECT No. SZA 2004-3

FINANCE DEPARTMENT No. \_\_\_\_\_

SOUTH ROOSEVELT BOULEVARD

By

SANCHEZ-ZEINALI & ASSOCIATES, INC.  
(CONSULTANT)

**A. Scope of Services**

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

**B. Time of Completion**

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

**C. Compensation**

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

**D. Acceptance**

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

SANCHEZ-ZEINALI 2004-01

By: Frank Zeinali  
Frank Zeinali, Principal

Date: 2-2-05

City of Key West

By: Julio Avel  
Julio Avel, City Manager

Date: Feb. 1, 2005

Attest: Cheryl Smith  
Cheryl Smith, City Clerk

Task Order No. SANCHEZ-ZEINALI 2004-01

**SCOPE OF SERVICES  
SOUTH ROOSEVELT BOULEVARD RECONSTRUCTION**

**PROJECT NUMBER NO. PW-0402**

**A. Scope of Services**

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

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

The project will be implemented as follows:

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

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

## PHASE 1 - DESIGN PHASE

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

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

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

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

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

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

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

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

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

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

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

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

10) **Deliverables will consist of:**

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

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

**B. Time of Completion:**

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

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

**C. Compensation**

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