

RESOLUTION NO. 15-344

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING A TASK ORDER FOR BERMELLO AJAMIL AND PARTNERS, INC. FOR TRUMAN WATERFRONT PARK AMPHITHEATER DESIGN AND CONSTRUCTION DOCUMENT PREPARATION IN THE AMOUNT OF \$302,184.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-261, the LRA awarded RFQ No. 11-004 for Professional Landscape Architectural/Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction to Bermello Ajamil and Partners, Inc. (BA); and

WHEREAS, in Resolution No. 12-065 under Task Order #1, BA finalized the Master Plan and obtained approval of the Major Development Agreement for the Park; and

WHEREAS, in Resolution No. 14-095 under Task Order #2, BA designed and prepared construction bid documents for construction of Phase I of the Park, and accordingly submitted construction documents for Phase IA on August 20, 2015; and

WHEREAS, the amphitheater is an additional component of the Truman Waterfront Project, for which BA submitted in April, 2015 a report titled "Truman Waterfront Park Amphitheater Programming and Budget Development Assessment Draft Report; and

WHEREAS, the Monroe County Tourism Development Council (TDC) awarded a grant for the design and construction of the Truman Waterfront Park Amphitheater and Public Parking; and

WHEREAS, City staff recommends approval of the Task Order for amphitheater design and construction document preparation in order to remain eligible for the TDC grant funding, and so that amphitheater construction can commence concurrent with Phase IA construction in FY 2017; and

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

Section 1: That the attached Task Order for Bermello Ajamil and Partners, Inc. for Truman Waterfront Park Amphitheater Design and Construction Document Preparation, in the amount of \$302,184.00, is hereby approved.

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

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

Passed and adopted by the City Commission at a meeting held this 17 day of November, 2015.

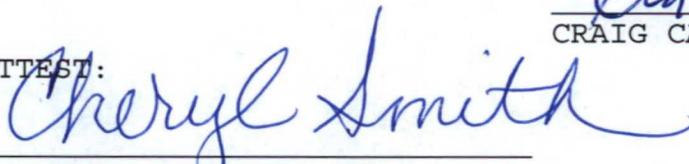
Authenticated by the Presiding Officer and Clerk of the Commission on 18 day of November, 2015.

Filed with the Clerk on November 18, 2015.

Mayor Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>No</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) 809-3792

**TO:** Jim Scholl, City Manager

**FROM:** James Bouquet, Director of Engineering

**DATE:** August 26, 2015

**SUBJECT:** Approving a Task Order to Bermello Ajamil and Partners, Inc. for Truman Waterfront Park Amphitheater Design in the amount of \$302,184.

**ACTION STATEMENT:**

Approve a Task Order to Bermello Ajamil and Partners, Inc. for Truman Waterfront Park Amphitheater design and construction document preparation in the amount of \$302,184.

**BACKGROUND**

The City of Key West Naval Properties Local Redevelopment Authority (LRA) awarded RFQ No. 11-004—*Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration* to Bermello Ajamil and Partners, Inc (BA) in May 2011 (Resolution #11-261). BA's contract was approved by Resolution #11-327. BA finalized the Master Plan and obtained approval of a Major Development Agreement for the park under Task Order 1, approved by Resolution #12-065. Task Order #2, approved by Resolution #14-095, authorized BA to design and prepare construction bid documents for construction of Phase I of the park. 100% construction documents for Phase IA were submitted on August 20, 2015. Task Order 2 did not include fees associated with design of the amphitheater. BA subsequently prepared the *Truman Waterfront Park Amphitheater Programming & Budget Development Assessment Draft Report* dated April 3, 2015. A copy this report is attached.

On October 16, 2013, the City was awarded a grant in the amount of \$2,000,000 from the Monroe County Tourism Development Council (TDC) for the design and construction of the *Truman Waterfront Park Amphitheater and Public Parking*.

On June 29, 2015, following discussions with professional stage management, amphitheater operators, the City Planning Department and the Mayor of Key West, Engineering was directed to provide an Amphitheater Facility for a construction budget of \$4,000,000. This facility is consistent with a range of Community programming requirements and available funding. Typical amenities are anticipated to include a

TRUMAN WATERFRONT PARK AMPHITHEATER

roofed, open-air, structure with a raised platform or stage. A non-roofed area immediately adjacent to the stage will provide for 250 semi-permanent seats. Informal lawn seating will be provided on grassed areas away from the structure. The facility will be equipped with a small sound system for presentations and speakers and lighting fixtures for stage illumination. "Rock" bands will provide professional sound and lighting systems to serve their needs. Other anticipated features include dressing rooms, concessions, restrooms, limited storage and stage rigging.

Paved parking east of the access road will be limited to necessary handicap spots and several spaces for VIP. The remaining area will remain unpaved for directed parking during events and the boat races.

A preliminary breakdown of anticipated costs are as follows:

Design/Permitting Construction Documents/Bidding:	\$ 350,000
Amphitheater Building:	\$1,000,000
Restrooms:	\$ 250,000
Site Improvements (Drainage, Parking, Sidewalks, Landscaping, Lighting, Utilities, etc.):	\$2,000,000
Stage Infrastructure:	\$ 300,000
Construction Engineering & Inspection:	\$ 100,000
Contingency/Miscellaneous:	<u>\$ 300,000</u>
<b>Total Preliminary Estimated Cost</b>	<b>\$4,000,000</b>

## SCOPE OF WORK

The City requested a proposal from BA to design an Amphitheater Facility based on a total design and construction cost of approximately \$4,000,000. On July 28, 2015, BA submitted a proposed fee of \$355,070. This fee was reduced through negotiations with City staff to \$302,734 as received on August 5, 2015. As an alternative, staff requested that AMEC Foster Wheeler (AMEC) provide a comparable design proposal through their General Engineering Services Agreement with the City. The AMEC proposal was received on August 25, 2015 with a fee of \$458,734, well in excess BA's proposed fee.

The BA Proposal for *Professional Design Services – Truman Waterfront Park Amphitheater*, dated August 5, 2015, proposes to complete the amphitheater design and prepared 100% construction documents. Deliverables will include permitting, construction ready drawings, technical specifications and construction cost estimates. The BA fee breakdown by discipline is as follows:

Architecture:	\$106,040
Landscape Architecture:	\$ 52,615
Irrigation:	\$ 2,500
Civil Engineering:	\$ 25,030
Structural Engineering:	\$ 32,000
Mechanical, Electrical, Plumbing Engineering:	\$ 34,000
Theater Consultant:	\$ 34,800
Cost Estimating:	\$ 5,199
Reimbursable Expenses:	<u>\$ 10,000</u>
<b>Total Fee:</b>	<b>\$302,184</b>

Design will be completed during FY 2016, with construction programmed for FY 2017 concurrent with Phase IA Notice to Proceed (NTP) 2.

#### **PURPOSE & JUSTIFICATION**

City Commission Resolutions 12-129 and 12-285 accepted recommendations and a Master Plan for the Truman Waterfront Property which included an amphitheater. Timely design and subsequent construction of the amphitheater is critical to maintain eligibility for the TDC amphitheater grant.

This resolution supports Key West Strategic Plan Infrastructure Goal #3, *Parks and recreation areas are assessable to all residents and visitors* and Culture Goals #1, 2 and 3.

#### **FINANCIAL IMPACT:**

The cost to complete the Task Order is \$302,184. Design will be funded as a new FY 2015-16 Capital Improvement Project (CIP) under account 101-4303-543-6200 (Project TR 1502). Following completion of construction and acceptance of the project by the TDC, 50% of the design and construction fees up to \$2,000,000 are eligible for reimbursement under the TDC grant.

#### **RECOMMENDATION:**

To facilitate design and construction document preparation of the Truman Waterfront Park Amphitheater as directed, Staff recommends issuing a Task Order to Bermello Ajamil and Partners, Inc. in the amount of \$302,184.



Bermello Ajamil & Partners, Inc.

Architecture  
Engineering  
Planning  
Interior Design  
Landscape Architecture  
Public Information

August 5<sup>th</sup> 2015 (Updated 11.23.2015)

Mr. James Bouquet  
City Engineer / Engineering Services  
City of Key West  
3140 Flagler Avenue Key West, FL 33040  
E-mail: [jbouquet@cityofkeywest-fl.gov](mailto:jbouquet@cityofkeywest-fl.gov)

Sent via email / PDF format

**RE: Updated Scope and Fee Proposal – Truman Waterfront Park Amphitheater**

Dear Jim,

Bermello Ajamil & Partners, Inc. (B&A) in collaboration with our consultants welcomes the opportunity to submit our scope and fee proposal for the Truman Waterfront Park Amphitheater / Band shell design. The overall vision is for an enhanced small venue amphitheater to be designed within a \$4 million budget.

#### **A. DISCIPLINES INCLUDED**

The proposed scope of work shall include the following disciplines:

- Architecture, Landscape Architecture and Project Management
- Structural Engineering
- Mechanical, Plumbing and Electrical Engineering
- Civil Engineering
- Cost Estimating
- Stage, Acoustical & Lighting Design Services

#### **B. TARGET PROGRAM**

The program target to be the basis for design is as follows:

The intended uses will accommodate amplified live music performances, festivals, single speaker's presentations, rallies, live comedy performances (with a clear sound system). This type of facility is typically not suitable for theatre, musicals, unamplified music, opera, etc.

The target typical amenities include:

- Roofed, open-air, band shell structure with raised platform or stage.
- Non-roofed, 500 semi-permanent seats and informal lawn seating with grassed berm.
- Small sound system for presentations and speakers and lighting fixtures for basic stage illumination. "Rock" bands will provide their own sound system and lighting.

The typical principal features shall include:

- Stage Size approximately 60 feet wide x 40 feet deep
- Back of House Support Program
- Limited dressing rooms
- Restrooms
- Limited storage
- Utilities as needed for services
- Concessions
- Box Office
- Stage Rigging consisting of beams & power provided for temporary chain motors
- Stage Lighting limited to only general lighting & dimming system
- Audio System for simple stereo system for spoken word
- An option will be evaluated for amphitheater area restrooms to be to "imported" into the design.
- Paved parking east of the access road will be minimal to accommodate necessary handicap spots and several spaces for VIP. The remaining area will remain unpaved for manual/directed parking during events and the boat races.
- Possible relocation of the navy fuel line currently beneath the concept location for the amphitheater.

### **C. BREAKDOWN OF SCOPE BY TASK**

The scope of work in this proposal is divided into (3) three tasks:

- TASK 1            Kick Off Meeting / Project Set-up / Concept Design
- TASK 2            Design Development
- TASK 3            Construction Documents

#### **TASK 1 – PROJECT SET-UP / CONCEPT DESIGN**

Task 1 will focus on developing a conceptual design package based on the target program listed above. This will include:

- Overall Conceptual Site Plan
- Conceptual Floor Plan
- SketchUp Model of Concept Design
- Conceptual cost estimate / order of magnitude

#### **TASK 2 – SCHEMATIC DESIGN / DESIGN DEVELOPMENT**

The scope for Task 2 shall include:

- Freezing the final program for the site plan;
- Refine Schematic Design concepts for the specific site elements tied to the scope and budget.
- Confirm the parking area layout, configuration and surface materials
- Develop detailed size, configuration and orientation of floor plan and reflected ceiling tied to the scope and budget from Task 1 including all disciplines listed above.

- The final Task 2 drawings will be presented to the City for review and comment. Included in this scope is one presentation to City Commission and presentation to HARC of the building design and site accessories. Also included are presentations to the Tree Commission and the Truman Waterfront Advisory Board.

### **TASKS 3 – CONSTRUCTION DOCUMENTS**

Based on the final plans approved by the City in Task 2, B&A will further develop and prepare design drawings for use in construction. Task 3 will include 100% completion of the permit / construction drawings.

### **D ANTICIPATED SCHEDULE**

The following is a breakdown of the anticipated schedule per task:

- TASK 1            December 2015 (Exact date to be confirm with all stakeholders)
- TASK 2            3-4 months (taking into consideration the City Commission & HARC process)
- TASK 3            3 months

### **E COMPENSATION**

The following are the fees associated with the 3 tasks:

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Tasks	Architecture & PM	Landscape Architecture	Irrigation Consulting	Civil Engineering	Structural Engineering	MEP Engineering	Theater Consultant	Cost Estimating	Total per Task
Task 1	\$20,640	\$6,745	\$0	\$510	\$2,000	\$1,000	\$8,700	\$5,199	\$44,794
Task 2	\$30,000	\$13,005	\$0	\$10,660	\$7,000	\$5,000	\$14,000	\$0	\$79,665
Task 3	\$55,400	\$32,865	\$2,500	\$13,860	\$23,000	\$28,000	\$12,100	\$0	\$167,725
<b>Total</b>	<b>\$106,040</b>	<b>\$52,615</b>	<b>\$2,500</b>	<b>\$25,030</b>	<b>\$32,000</b>	<b>\$34,000</b>	<b>\$34,800</b>	<b>\$5,199</b>	<b>\$292,184</b>
*Expense Allowance									\$10,000
<b>Grand Total</b>									<b>\$302,184</b>

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#### **NOTES:**

\* The expense allowance is out-of-pocket costs for printing and preproduction courier services, travel expenses including mileage, lodging and meals, etc. This is a "not to exceed" amount and will be billed to the City at cost.

#### **ADDITIONAL NOTES:**

All plans and documents shall be provided to the City in digital format (pdf & AutoCad) for printing and use by the City for this project. (Plans and drawings are not permitted for use on any other project without prior approval by B&A.) B&A will provide up to five hard copies of all documents prepared under this scope. Fees include attendance at up to four TWAB and or City meetings by the B&A project Manager, Randy Hollingworth and / or

appropriate team members. Additional meetings shall be billed as additional services at the hourly rates for the specific professionals attending the meetings.

Individual elements of the Task order may be amended and reduced in detail, area of investigation and amount or area of reporting and products by the LRA Contract Administrator, following consultation with the Consultant, when such is in the best interest of the City. The City shall provide such task order instruction to the Consultant in writing and Consultant will modify lump sum fees according to amount of work added or deleted.

**ITEMS NOT INCLUDED IN SCOPE:**

1. Any services past the 100% construction drawing submission
2. Amphitheater Management & Operations
3. AV Services beyond the scope defined by Stages Consultants (included for reference)
4. Aerials
5. Underground mapping
6. Geotechnical / soils testing (in addition to those already completed)
7. Materials testing
8. Any permitting associated with wetland impacts, protected species or hazardous materials
9. Additional site surveys (Surveys assumed completed)
10. Any work associated with off-site utilities
11. Application fees for all permit submittals
12. Construction contracting or administration during construction
13. Design of guardhouse or security facility for Navy Mole Pier entrance gate
14. Preparation of bid tabulation list
15. Attendance by B&A staff at bid opening

**ADDITIONAL SERVICES**

Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which therefore, cannot be included in the basic series agreement. Such additional services, when requested in writing by the City, shall be performed an hourly rate in accordance with the Agreement between the City and BA for General Landscape Architectural Services.

On behalf of B&A and our entire design team, I want to thank you for giving us that opportunity to collaborate with The City on this special part of the Truman Waterfront Park.

Sincerely,



**SCOTT A BAKOS**

Partner | Design | Project Management

900 SE 3<sup>rd</sup> Avenue, Suite 203

Fort Lauderdale, FL 33316

**305.989.9953** – iPhone 954.627.5109 – Direct Office

  
 Signature approval Greg Veliz, Assistant City Manager 11/23/15  
 DATE

cc: Randy Hollingworth, B&A

FIRM: Barmello Ajamil & Partners, Inc.  
 FEE BUDGET FOR TRUMAN AMPHITHEATER  
 100% CONSTRUCTION DOCUMENTS (\$4 MI Budget)

City of Key West, Florida

		PRIME																				SUB-CONSULTANTS												
		B&A Landscape Architecture										B&A Architecture										IRRIGATION	DDA	HNGS	PEREZ ENGINEERING	US Cost	Stages Consultants							
TASKS		Principal		Project Manager		Landscape Architect		Landscape Designer/Planner		Chief of		BLA TOTAL Hours and Fees		Principal		Project manager / Principal, Designer		Senior Architect		Senior CAD Technician		CAD / Chief of		BLA TOTAL Hours and Fees		Consultant	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	TOTALS	
		HRS	RATE/HRS	HRS	RATE/HRS	HRS	RATE/HRS	HRS	RATE/HRS	HRS	RATE/HRS	HOURS	FEES	HRS	RATE/HRS	HRS	RATE/HRS	HRS	RATE/HRS	HRS	RATE/HRS	HRS	RATE/HRS	HOURS	FEES							FEES BY TASK		
PHASE 1	Project Set-Up / Concept Design																																	
		\$0	0	\$0	23	\$2,445	44	\$1,740	4	\$540	73	\$4,745																						\$44,794
PHASE 2	Schematic / Design Development																																	
		\$0	15	\$2,425	40	\$4,400	48	\$5,780	0	\$0	123	\$13,005																						\$79,445
PHASE 3	Construction Document 100%																																	
		\$0	29	\$5,075	100	\$11,000	174	\$14,700	25	\$1,800	328	\$32,845																						\$145,225
BASE SCOPE OF SERVICES SUBTOTAL		0	50	44	\$7,700	143	\$18,745	286	\$34,310	31	\$1,860	524	\$52,615	0	\$0	112	\$19,040	328	\$49,200	400	\$36,000	34	\$1,800	874	\$104,040	\$2,500	\$32,000	\$34,000	\$25,030	\$5,199	\$34,800	\$292,184		
ESTIMATED EXPENSES																												\$10,000						
SCOPE OF SERVICES TOTAL																												\$302,184						



Bermello Ajamil & Partners, Inc.

Architecture  
Engineering  
Planning  
Interior Design  
Landscape Architecture

April 3, 2015

Mr. James Bouquet  
City Engineer / Engineering Services  
City of Key West  
3140 Flagler Avenue  
Key West, FL 33040

RE: Truman Waterfront Park Amphitheater  
Programming & Budget Development Assessment Draft Report  
City of Key West, Florida

Mr. Bouquet:

Circa June 2013, B&A completed for The City of Key West a conceptual design for the Truman Waterfront Park Amphitheater as part of the master plan for the Truman Waterfront Park.

The overall vision of the Open-Air Truman Waterfront Park Amphitheater was to create a one-of-a-kind experience for a variety of outdoor events & venues for residents of Key West and tourists alike. The Amphitheater was designed to accommodate a wide array of small performances such as jazz, dance, chamber music, theater, pop music, and family events year round. The one-story amphitheater building contained both an outdoor stage along with a series of back of house functions including dressing rooms, storage, loading, bathrooms for both the general public and performers as well as concession and ticketing spaces. The amphitheater building totaled approximately 4,000 square feet; 1,200 square feet dedicated to the stage and 2,800 square feet dedicated to all back of house / support spaces. 250 fixed seats were located directly in front of the stage, slightly depressed from the open lawn to assure unobstructed views. At the time (June 2013), the Program Cost Estimate (Order-of Magnitude Budget) for the construction of this Amphitheater, related Site Improvements and Vehicular Parking and Pavement was projected to be approximately \$5,500,000. This Conceptual Design is similar to (or an example of) a Large Amphitheater Venue as described later in this report.

The above described conceptual design is consistent with the Design Program Direction detailed in Resolution No. 12-129 of The Naval Properties Local Redevelopment Authority of the City of Key West (LRA) and, more specifically, Executive Summary Recommendation No. 5 of the Design Program Direction for the Truman Waterfront Park which is a part of said Resolution. The Resolution recommends to "*design the amphitheater to provide approximately 250 fixed seats with informal lawn seating that also be used as a multi-use recreation area.*"

After completing the Conceptual Design and Program Cost Estimate, the City of Key West requested that B&A reassess the proposed Truman Waterfront Park Amphitheater design, with particular emphasis on the City's intended/potential programming and patron capacity with a range of budget options. This report is the result of that study and its primary objective is to provide three (3) levels of design and program options that identify specific venue capabilities and budgets to help the City decide what is best suited and economically feasible for the City and Truman Waterfront Park.

This report presents three (3) varying-scaled options for the Truman Waterfront Park Amphitheater as follows:

**Option 1 – Small Venue**

Considered a starting point or "basic" Amphitheater which provides a simple band shell-type structure with a raised stage and minimal program support and/or infrastructure. Option 1 is the least expensive venue and is not capable of accommodating the wider range of performances that Options 2 and 3 can; it lacks the stage infrastructure, ancillary support spaces and other back-of-house amenities. This size and type of venue is suited for festivals, single speakers, rallies, comedy (with a really clear sound system), and amplified music. It is NOT suitable for theatre, musicals, unamplified music, opera, etc.

**Option 2 – Mid-sized Venue**

A moderately appointed and equipped Amphitheater that typically provides some program support for performers/performances, including shared/common dressing room(s) and restrooms. Also provides limited additional comforts to patrons, which may include shaded seating areas, some fixed seating and permanent restroom facilities. This size and type of venue is able to accommodate small theatre performances and amplified musicals in addition to all of the programs/uses listed for Option 1.

**Option 3 – Large Venue**

The most flexible venue with regards to programming and performances it is able to house, this is also the costliest of the three (3) Options. This size venue would provide the largest stage area and it would typically be complemented by a full back-of-house program catering to performer and staff needs as well as permanent front-of-house conveniences, including concessions vending, box office and public restrooms. This venue would provide a minimum of 250 fixed seats; as in the 2013 Truman Waterfront Park Amphitheater conceptual design and consistent with Resolution No. 12-129 and its Design Program Direction recommendation. In addition to all uses and programs listed above for Options 1 and 2, the Large Venue would also be able to accommodate unamplified music (with careful design), orchestral performances, and opera.

The ensuing pages of this report are arranged to present each Option as a "Fact Sheet" that details salient information for each venue type/size and provides a Budget Cost Estimate for each. Lastly, each Fact Sheet is followed by Sample Imagery of built/existing venues that are representative of the size of venue described in the Fact Sheet. We take this opportunity to note that Options 1 and 2 lack or may lack the fixed seating required to adhere to the Recommendation contained in the above described Resolution No. 12-129; cost considerations would likely result in less than 250 fixed seats being provided in either of these Options.

We trust that this Programming & Budget Development Assessment Draft Report will provide the City of Key West with the information necessary for it to make an informed decision regarding the type and size of Amphitheater venue appropriate for the Truman Waterfront Park site. This is a vibrant and unique site which surely will benefit from year-round patronage and use. We remain at the City's disposal as you endeavor to better define the intended programs and use for this facility and arrive at the resulting and economically feasible Amphitheater venue size and design.

Bermello Ajamil & Partners, Inc.



**SCOTT A BAKOS**  
Partner | Design | Project Management

**Option 1 – Small Venue** (with limited ancillary spaces)

**I. Intended Uses:** amplified live music performances, festivals, single speakers presentations, rallies, live comedy performances (with a really clear sound system). It is NOT suitable for theatre, musicals, unamplified music, opera, etc.

**II. Typical Amenities**

- A. Roofed, open-air, band shell structure with raised platform or stage
- B. Minimal support program
- C. Non-roofed, open lawn seating with no structured or permanent seating; total capacity will vary depending on size of lawn
- D. Small sound system for presentations and speakers. Not sufficient for rock music. Small lighting system with sufficient infrastructure for rock lighting. Lighting fixtures for basic stage illumination.

**III. Typical Principal Features**

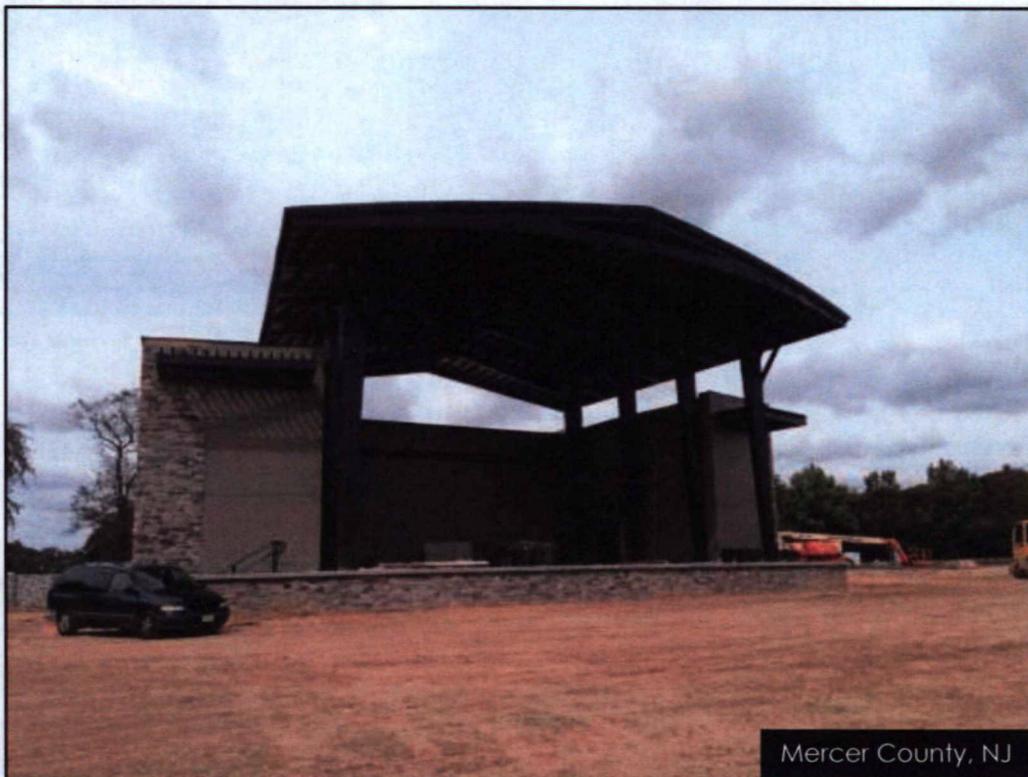
- A. Stage Size .....85' wide x 40' deep
- B. Back of House Support Program
  - 1. Dressing Rooms .....small wings at sides of stage
  - 2. Restrooms/Showers ..... none
  - 3. Performer's Lounge ..... none
  - 4. Wardrobe ..... none
  - 5. Storage .....limited
  - 6. Utilities ..... minimal and as needed for services
- C. Front of House Support Program
  - 1. Concessions.....none permanent
  - 2. Restrooms.....none permanent
  - 3. Box Office..... none
- D. Stage Rigging .....none permanent  
beams & power provided for temporary chain motors
- E. Stage Lighting.....limited general lighting & dimming system
- F. Audio/Visual System(s)..... simple stereo system for spoken word

**IV. Order-of-Magnitude Construction Cost Budget..... \$3.55M - \$4M**

- A. Building (Amphitheater) .....±\$800K
- B. Site Improvements .....±\$2M  
(Lawn Seating, Grounds, Landscaping, Lighting)
- C. Shared Parking Lot.....NIC  
(existing and shared with Community Center and Stables)
- D. Stage Infrastructure (Lighting, Audio Visual, Etc.).....±\$300K

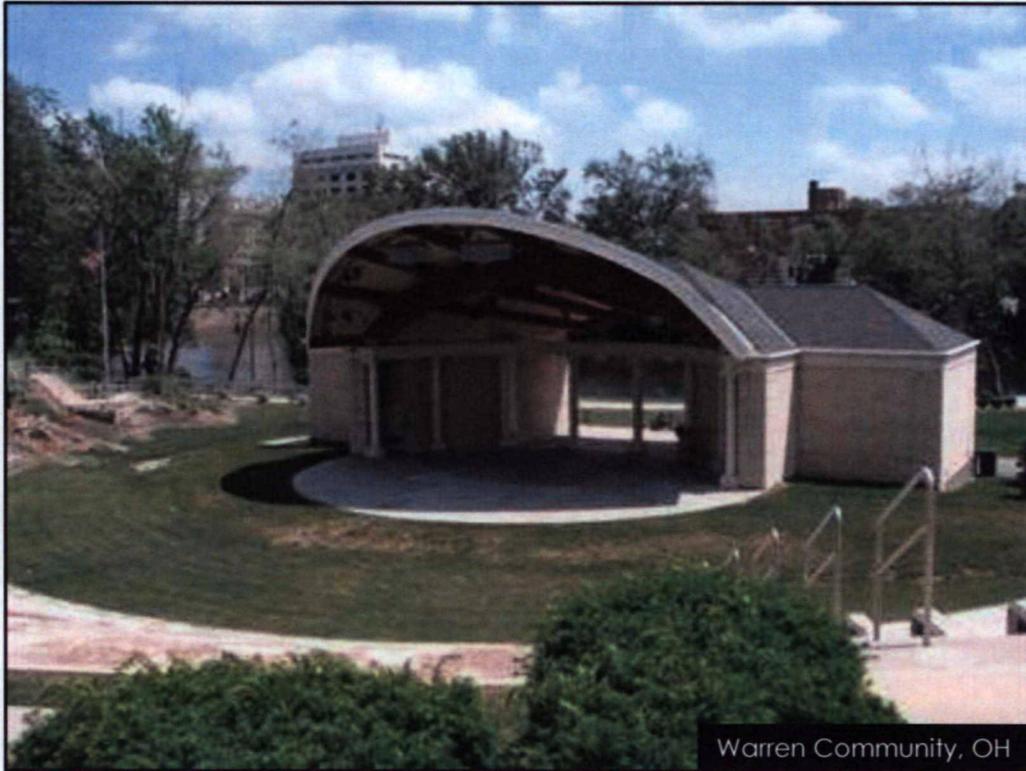
**Option 1 – Small Venue** (with limited ancillary spaces)

Representative Imagery



**Option 1 – Small Venue** (with limited ancillary spaces)

Representative Imagery



**Option 2 – Mid-sized Venue** (with moderately well-equipped ancillary spaces)

I. **Intended Uses:** variety of small, professional performances including small theatre and amplified musicals as well as festivals, single speakers presentations, rallies, live comedy performances. It is NOT suitable for unamplified music, opera, etc.

II. **Typical Amenities**

- A. Open-air, raised stage with tensile fabric roof or permanently-built canopy roof and flanking/rear buildings to house ancillary spaces
- B. Moderately equipped support program able to accommodate various small - professional musical and live performance acts (i.e., comedy, plays, etc.); live bands and troupes with a small number of artists
- C. Some fixed-seating under roof, uncovered fixed seating, and open lawn seating; total capacity  $\pm$ 3,000 fixed seats, plus open lawn seating which will vary depending on size of lawn
- D. Sound system suitable for most rock music. Same lighting system, but supplemented with enough fixtures to allow some effects lighting. Stage rigging in the form of enough chain motors and truss to support the stage lighting over the stage.

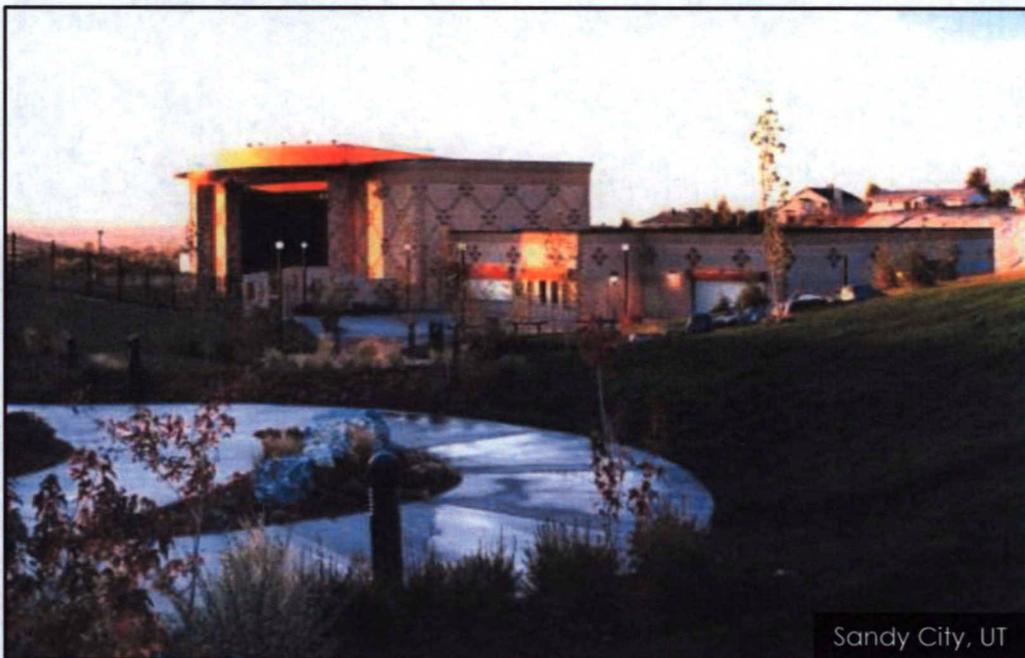
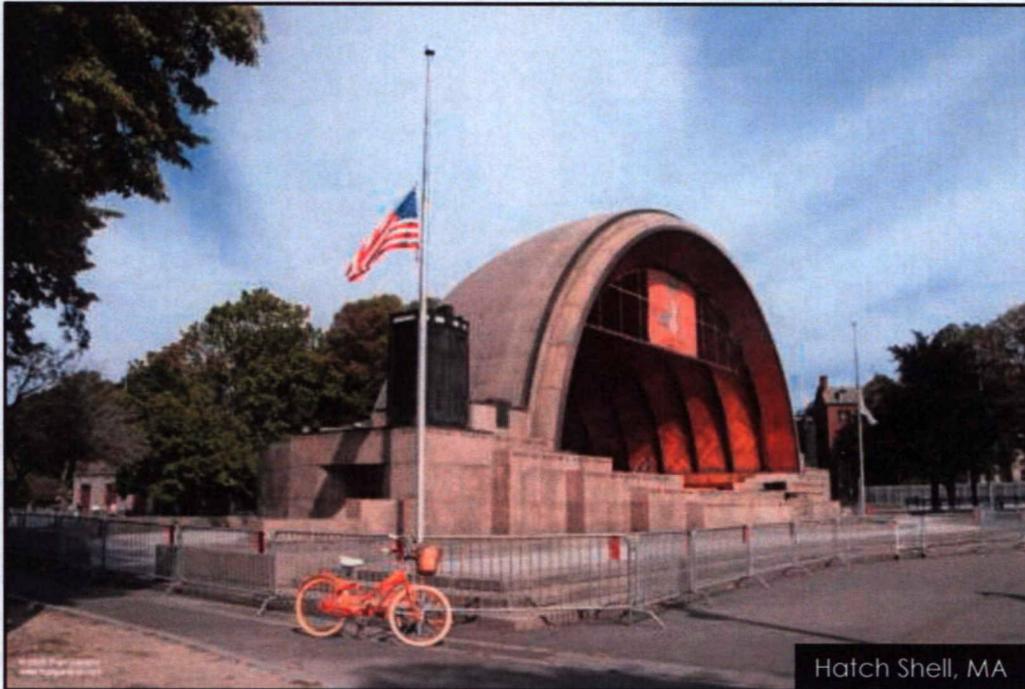
III. **Typical Principal Features**

- A. Stage Size .....90' wide x 42' deep
- B. Back of House Support Program
  - 1. Dressing Rooms .....several (2-3) private rooms
  - 2. Restrooms/Showers .....provided within dressing rooms
  - 3. Performer's Lounge .....yes
  - 4. Wardrobe .....yes
  - 5. Storage .....yes
  - 6. Utilities .....as needed for services
- C. Front of House Support Program
  - 1. Concessions.....yes/permanent
  - 2. Restrooms.....yes/permanent
  - 3. Box Office.....yes/permanent
- D. Stage Rigging .....none permanent  
catwalks, beams & power provided for temporary chain motors
- E. Stage Lighting.....adequate power and cable pathways throughout
- F. Audio/Visual System(s).....none permanent  
adequate power and cable pathways throughout

- IV. Order-of-Magnitude Construction Cost Budget.....\$4.25M - \$4.75M**
- A. Building (Amphitheater) .....±\$1.1M
- B. Site Improvements .....±\$2.25M  
(Lawn Seating, Grounds, Landscaping, Lighting)
- C. Parking Lot.....NIC  
(existing and shared with Community Center and Stables)
- D. Stage Infrastructure (Lighting, Audio Visual, Etc.).....±\$600K

**Option 2 – Mid-sized Venue** (with moderately well-equipped ancillary spaces)

Representative Imagery



**Option 2 – Mid-sized Venue** (with moderately well-equipped ancillary spaces)

Representative Imagery



**Option 3 – Large Venue** (well-appointed ancillary spaces; as currently designed or similar)

**I. Intended Uses:** wide array of live amplified and unamplified (with careful design) musical performances, orchestral performances, and opera. In addition, most/all small professional theater performances, festivals, single speaker presentations, rallies, and live comedy performances.

**II. Typical Amenities**

- A. Open-air stage with flanking/rear buildings to house ancillary spaces. Permanent, cantilevered roof structure that overhangs beyond the building's footprint to shelter the open stage; and provides iconic design element or identity to facility.
- B. Well-equipped support program
- C. 250 uncovered permanent (fixed) seats and open lawn seating
- D. Sound system suitable for rock music. Larger lighting system and sufficient lighting fixtures for most events. Items like video walls would still need to be rented. Sufficient stage rigging to support some scenic effects over the stage and to hang items such as LED walls.

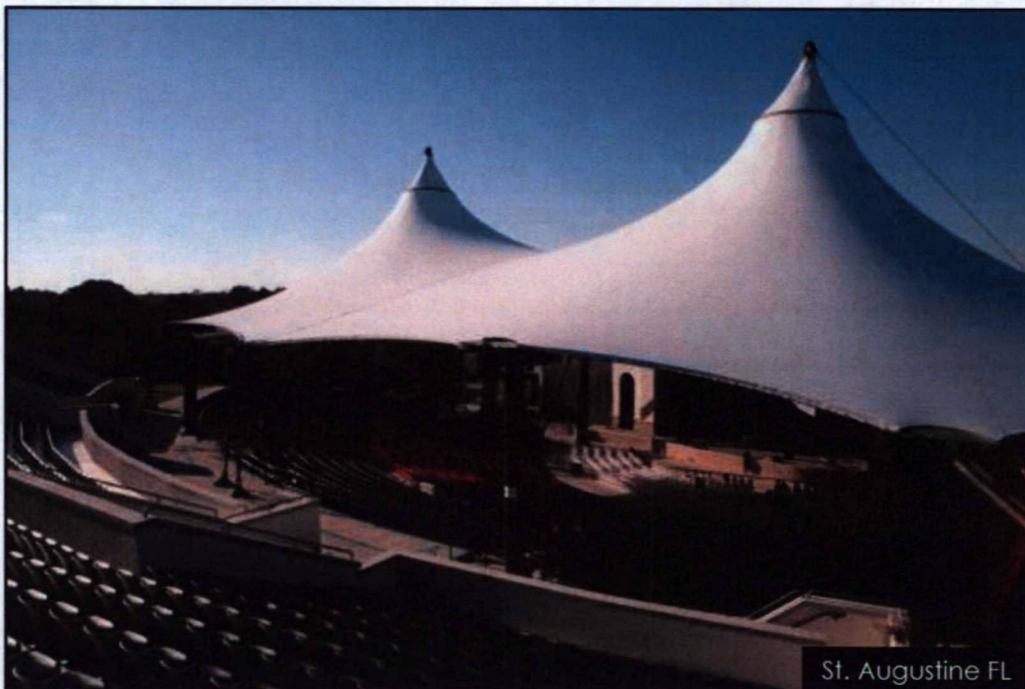
**III. Typical Principal Features**

- A. Stage Size ..... 100' wide x 40' deep
- B. Back of House Support Program
  - 1. Dressing Rooms ..... male & female (3 performers ea.)
  - 2. Restrooms/Showers ..... within dressing rooms (no showers)
  - 3. Performer's Lounge ..... accommodated in open backstage
  - 4. Wardrobe ..... accommodated in open backstage
  - 5. Storage ..... yes
  - 6. Utilities ..... ample and as needed for services
  - 7. Staff Office ..... yes
  - 8. Backstage Queuing Area ..... ample
- C. Front of House Support Program
  - 1. Concessions ..... yes/permanent
  - 2. Restrooms ..... yes/permanent
  - 3. Box Office ..... yes/permanent
- D. Stage Rigging ..... none permanent  
walking grid over stage, beams & power provided  
for temporary chain motors provided throughout
- E. Stage Lighting ..... well-equipped throughout  
with front of house lighting catwalk
- F. Audio/Visual System(s) ..... full-sized audio system  
suitable for high-decibel performances

- IV. Order-of-Magnitude Construction Cost Budget ..... \$5.5M – 6.2M
  - A. Building (Amphitheater) .....±\$1.5M
  - B. Site Improvements .....±\$2.9M  
(Lawn Seating, Grounds, Landscaping, Lighting)
  - C. Parking Lot.....NIC  
(existing and shared with Community Center and Stables)
  - D. Stage Infrastructure (Lighting, Audio Visual, Etc.).....±\$900K

**Option 3 – Large Venue** (well-appointed ancillary spaces; as currently designed or similar)

Representative Imagery



## Inter-local Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 16 day of Oct, 2013 by and between MONROE COUNTY, a political subdivision of the State of Florida (County or Grantor) and the **City of Key West** a Government organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, the district pennies of Tourist Development Tax may be used to acquire, construct, extend, enlarge, remodel, repair or improve, convention centers, sports stadiums, sports arenas, coliseums, auditoriums, aquariums, fishing piers, museums, zoological parks, nature centers, beach improvements and beach park facilities which are publicly owned and operated or owned and operated by not-for-profit corporations, and

WHEREAS, Grantee has applied to TDC District I for funding for the Truman Waterfront Park Amphitheater and Public Parking project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and construct the property for use as a coliseum and auditorium open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. **GRANT AGREEMENT PERIOD.** This agreement is for the period of **October 16, 2013 through to September 30, 2016**. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below.

2. **SCOPE OF AGREEMENT.** The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and labor required to complete the Truman Waterfront Park Amphitheater and Public Parking project. Segment(s) of the work is/are more particularly described in Exhibit(s) A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the stated termination date of **September 30, 2016** and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than **September 30, 2016** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with

this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Bob Vitas, City Manager, 3132 Flagler Ave, Key West, FL 33040 (email: [bvitas@keywestcity.com](mailto:bvitas@keywestcity.com) /Tel: (305) 809-3888). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under \$50,000, the not-for-profit shall document in the file two written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be \$50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures must be followed, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services.

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. **AMOUNT OF AGREEMENT AND PAYMENT.** The Grantor shall provide an amount not to exceed **\$2,000,000 (TDC District I funding)** (no in-kind funding was noted within the application for this project) for materials and services used to construct the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, AIA Document G702 or similar certification as required below for governmental entities and not-for-profit entities, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, realty or personally, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division and to arrange for inspections upon the completion of each segment. The documentation needed to support the payment request shall be in the form necessary for submission and available to the County Engineer at the time of inspection. All submissions for payment shall have a proposed schedule of values for segment(s) and indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photos of the progress of the work shall also be submitted with the payment application. It shall be the responsibility of the project architect, engineer, general contractor or project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection(s) of the segment of the project. All submissions requesting payment shall be approved in writing, and signed, by the Monroe County Engineering Division as to the completion of the segment of the project for which payment is requested. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens or certifications of non-lien if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/Contractor for whom payment is requested. For projects exceeding \$50,000 in TDC funding under this agreement, final payment will not be made until the following documents are complete and submitted to the Grantor:

AIA Document	G-704	Certificate of Substantial Completion
AIA Document	G-706	Contractor's Affidavit of Debts & Claims
AIA Document	G-706A	Contractor's Affidavit of Release of Liens
AIA Document	G-707	Consent of Surety to Final Payment (when applicable)

Final Release of Lien or Affidavit and Partial Release of Lien

For projects for which TDC funding under this agreement is \$50,000 or less, the AIA documentation is not required, but sufficient documentation must be submitted to County to provide similar assurances that the work has been completed and contractors/suppliers paid.

All payment requests must be submitted no later than the completion of project of **September 30, 2016**. Invoices received after **September 30, 2016** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor, or project manager, and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement kit provided to the Grantee, listing the schedule of values which are sought to be reimbursed and shall indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager.

Photographs showing progress on project shall be included in any payment request. The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which breach the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) Grantee must submit all documentation for final payment on or before the termination date of this grant of **September 30, 2016**. Invoices received after **September 30, 2016** will not be considered for payment.

d.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

e.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form (provided within payment/reimbursement package) for personal property and forward said completed form with the appropriate invoice to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both realty and personally acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur after the facility has been used for tourist-related purposes for at least three (3) years, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. **RECORDS AND REPORTS.** The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) **Public Access.** The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. **MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. **INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

a.) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

7. **COMPLIANCE WITH LAW.** In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. **RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT.** The Grantee shall include in all agreements funded under this agreement the following terms:

a.) **Anti-discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) **Anti-kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the Project.

c.) **Hold harmless/indemnification.** Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of Contractor in the performance of the terms of this agreement. The Contractor shall immediately give notice to the County of any suit, claim or action made against the Contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) **Insurance.** Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that

results from performance by Contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Contractor, the County and the TDC shall be named as additional insured, exempt workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

f.) Right to Audit. The Contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. **HOLD HARMLESS/INDEMNIFICATION.** The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

b.) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. **NONDISCRIMINATION.** County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. **ANTI-KICKBACK.** The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This agreement shall terminate on **September 30, 2016**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow

the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. **TERMINATION FOR BREACH.** The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) **Venue.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) **Severability.** If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The County and Grantee agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

c.) **Attorney's Fees and Costs.** The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) **Adjudication of Disputes or Disagreements.** County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. This agreement shall not be subject to arbitration.

e.) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. **ETHICS CLAUSE:** Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) **Covenant of No Interest.** County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

b.) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

17. **PUBLIC ENTITY CRIME STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement 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. By executing this document grantee warrants that it is in compliance with this paragraph.

18. **AUTHORITY:** Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee, and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. **LICENSING AND PERMITS:** Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

20. **INSURANCE:** Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be \$250,000 per Person \$500,000 per occurrence \$50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: [Slavik-Maria@MonroeCounty-FL.Gov](mailto:Slavik-Maria@MonroeCounty-FL.Gov) – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Maxine Pacini at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for worker's compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners  
c/o Risk Management  
P.O. Box 1026  
Key West, FL 33041

21. NOTICE. Any notice required or permitted under this agreement shall be in writing and had delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: Bob Vitas, City Manager  
3132 Flagler Ave  
Key West, FL 33040

For Grantor: Lynda Stuart  
Monroe County Tourist Development Council  
1201 White Street, Suite 102  
Key West, FL 33040

**and**

Cynthia Hall, Asst. County Attorney  
P.O. Box 1026  
Key West, FL 33041-1026

22. **CLAIMS FOR FEDERAL OR STATE AID.** Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. **NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES.** This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this agreement.

25. **ATTESTATIONS.** Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

27. **FORCE MAJEURE.** The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project

*Truman Waterfront Park  
FY 2014 Funding  
Contract ID#: 1212*

is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the BOCC shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or BOCC, the Grantee must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. SECTION HEADINGS. Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this agreement and will not be used in the interpretation of any provision of this agreement.

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)  
Attest: Amy Heavlin, Clerk



Amy Heavlin  
Deputy Clerk

Board of County Commissioners  
of Monroe County

George L. Nugent  
Mayor/Chairman

(CORPORATE SEAL)  
Attest:

City of Key West

By Cheryl Smith  
City Clerk

By Craig Cates  
Mayor

Cheryl Smith  
Print Name

Craig Cates  
Print Name

Date: 7/30/2013

Date: 7/30/2013

CLERK OF COURT  
MONROE COUNTY, FL

2013 OCT 28 PM 3:39

FILED FOR RECORD

OR TWO WITNESSES (only necessary when Mayor does NOT sign)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(1) \_\_\_\_\_  
Print Name

(2) \_\_\_\_\_  
Print Name

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

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

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
Cynthia L. Hall  
CYNTHIA L. HALL  
ASSISTANT COUNTY ATTORNEY  
Date 7-15-2013

Truman Waterfront Park  
FY 2014 Funding  
Contract ID#: 1212

# EXHIBIT A

**NAME OF ENTITY:** City of Key West

**NAME OF PROJECT:** Truman Waterfront Park Amphitheater and Public Parking

**NUMBER OF SEGMENTS TO PROJECT:** 1

**Note:** *County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.*

<p>Segment #: <u>1</u></p> <p><u>Description:</u> Materials, equipment and labor (contractor fees), required to complete:</p> <ul style="list-style-type: none"><li>• Design Development</li><li>• Amphitheater Site Work including outdoor lawn space</li><li>• An elliptical shaped one story amphitheater building to seat 250 persons; with dressing rooms; storage; loading; bathrooms; concession area; ticketing spaces</li><li>• Public Parking for approximately 67 vehicles</li></ul> <p>(A general description about the intended work dated June 2013, is attached hereto for reference only – see Exhibit B)</p> <p>(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)</p>	<p><u>Total Cost: \$6,982,062</u></p> <p><b><u>In-Kind:</u></b> No in-kind will be used towards reimbursement of this project.</p>	<p><u>TDC portion: \$2,000,000</u></p>
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## Exhibit B

### Truman Amphitheater

June 2013

The overall vision of the Open-Air Truman Amphitheater is to create a one of a kind experience for a variety of outdoor events & venues for both the residence of Key West and tourists alike. The Amphitheater is designed to offer a wide array of small performances such as jazz, dance, chamber music, theater, pop music, and family events year round. The design includes a dynamic elliptical structure that is carefully integrated into the parks landscape and shaped terrain so that building and landscape become one.

The elliptical shaped one story amphitheater building houses both the outdoor stage along with a series of back of house functions including dressing rooms, storage, loading, bathrooms for both the general public and performers as well as concession and ticketing spaces. The amphitheater building totals approximately 4,000 square feet; 1,200 square feet dedicated to the stage and 2,800 square feet dedicated to all back of house / support spaces.

The roof consists of an elliptical sloped "disk" that overhangs beyond the building's footprint supported by a ring of cantilevered steel beams. This offers a column free stage and support area to maximize spatial and functional flexibility. The stage is approximately 3 feet above grade and the overall roof structure is no higher than 35 feet. To pay homage to the rich Naval history at the Truman Waterfront Park, there are (3) three "conning tower" supports that rise above the roof carrying both flap poles and rods to support the roof.

Directly in front of the stage is 250 fixed seats that are slightly depressed from the open lawn to insure unobstructed views no matter where you are sitting or standing.

The building has been carefully placed between a gentle curving "green wall" and the open seating lawn which is bounded by a curved landscaped berm. Both the green wall and berm "encapsulate" the overall amphitheater which functionally provides both sound and crowd control while giving a sense of privacy and intimacy to the overall experience.

The green wall "hugs" the backside of the amphitheater building and becomes a functional "green wall" with openings for ticketing and food & beverages concessions. Beyond the building the green wall becomes the primary entrance into the open seating lawn and berm, shutting out the adjacent street and parking lots.

The Truman Park Theater is designed to provide an opportunity for a wide range of events from small high school and community events to larger live entertainment and performance venues attracting both tourists and locals from a regional base.

RESOLUTION NO. 11-327

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

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

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

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

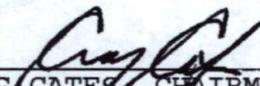
Section 2: That the City Manager is hereby authorized to execute the Agreement on behalf of the LRA, upon advice and consent of the City Attorney.

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

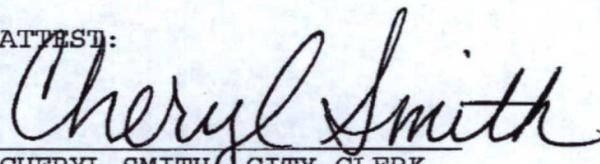
Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 15 day of November, 2011.

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

Filed with the Clerk November 16, 2011.

  
\_\_\_\_\_  
CRAIG CATES, CHAIRMAN

ATTEST:

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



**THE CITY OF KEY WEST**

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

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**TO:** Jim Scholl, City Manager  
**FROM:** Doug Bradshaw, Senior Project Manager  
**CC:** David Fernandez, Asst. City Manager  
Mark Finigan, Asst. City Manager  
**DATE:** September 13, 2011  
**SUBJECT:** Ranking of short-listed firms submitting responses to Request for Qualifications (RFQ) No. 11-004

**ACTION STATEMENT:**

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

**BACKGROUND:**

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

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

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

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

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

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

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

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

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

#### **OPTIONS:**

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

#### **FINANCIAL ISSUES**

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

#### **RECOMMENDATION**

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

**AGREEMENT**

**Between**

**CITY OF KEY WEST NAVAL PROPERTIES  
LOCAL REDEVELOPMENT AUTHORITY**

**And**

**BERMELLO AJAMIL AND PARTNERS, INC.**

**For**

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

**KEY WEST, FLORIDA**

**October 28, 2011**

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

AND

BERMELLO AJAMIL AND PARTNERS, INC., a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

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

### ARTICLE 1

#### DEFINITIONS AND IDENTIFICATIONS

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

- 1.1. **Agreement:** This document, Articles 1 through 8, inclusive. Other terms and conditions are included in the LRA's RFQ 11-004, CONSULTANT's Response to RFQ dated May 8, 2011, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Board:** The governing body of the Naval Properties Local Redevelopment Authority of the City of Key West, Florida.
- 1.3. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.4. **CONSULTANT:** The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.5. **Contract Administrator:** The ranking managerial employee of the LRA or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the LRA, concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.6. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with LRA to perform the construction work for the Project.
- 1.7. **LRA:** The City of Key West Naval Properties Local Redevelopment Authority created pursuant to Chapter 163 of the Florida Statutes and Sec. 2-446 of the Code of Ordinances of the City of Key West.
- 1.8. **Project:** Development of the Truman Waterfront. The evaluation of the costs for all options available to the LRA will be considered a part of the Project. The LRA may elect not to proceed with the Project or to proceed with all or a portion of the project at its discretion.
- 1.9. **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT for a prescribed type and amount of compensation.

## ARTICLE 2

### PREAMBLE

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

- 2.1. The LRA has budgeted funds for consulting services for the Project. The CONSULTANT is not entitled to receive, and the LRA is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1-September 30) by LRA. The budgeted amount may only be modified by Resolution of the Commission.
- 2.2. The LRA has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 11-004 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from CONSULTANT dated June 29, 2011, incorporated by reference and made a part hereof.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

### ARTICLE 3

#### SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Project:
  - 3.1.1. Design of harbor walks, pedestrian paths, bicycle ways, and recreational paths
  - 3.1.2. Design of utility infrastructure to serve all upland facilities inclusive of a parks, entry ways, museum, any marina support area and associated retail commercial and office areas
  - 3.1.3. Design of roadway and parking lot infrastructure
  - 3.1.4. Design of parkland to include restroom facilities, recreational areas/fields, lighting, signage, public plazas, and small amphitheater;
  - 3.1.5. Design ingress and egress to the property for off-site roadways
  - 3.1.6. Provide updated surveys and topography for the entire site sufficient to serve as basis for detailed design inclusive of identification of all infrastructure and utilities
  - 3.1.7. Evaluate environmental impacts of proposed projects and prepare the appropriate local, state, and federal permit applications.
  - 3.1.8. Conduct public awareness and input strategies
  - 3.1.9. Prepare reports, schedules, cost estimates, green building/construction certifications, maintenance schedules and manuals and other information needed by the LRA in considering development and maintenance strategies of the Truman Waterfront.
  - 3.1.10. Provide Construction Administration Services to include bid package preparation bid reviews and analysis, review of shop drawings, construction observation, analysis of construction for consistency with construction documents, prepare schedule of values per contract requirements, attend meetings with LRA staff and contractors and prepare as built drawings.
- 3.2. CONSULTANT's services shall include landscape architectural design services, including hardscapes and softscapes and general site design, civil, structural, mechanical, fire protection, and electrical engineering and architectural services and consulting for facilities planning, location and design, surveying, permitting, preliminary and ongoing cost estimating, construction budgets and cash flow time line, cost impact analysis, testing services, writing of design-build Requests for Proposals, evaluation of design-build proposals and their associated budgets and cost supervision services, preliminary architectural studies, appraisals and evaluations, architectural design, auto CAD services, construction management and on-site construction services, and any other lawful professional architectural, engineering, or other consulting services that the CONSULTANT is qualified to provide and that the LRA authorizes the CONSULTANT to undertake in connection with the LRA'S Project. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

- 3.3. CONSULTANT and LRA acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project or any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by LRA to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written LRA approval or modification of task order is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
- 3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the LRA.
- 3.4.2. Task Orders shall be numbered consecutively as specified by LRA. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the LRA if required. Amended Task Orders shall include substantially the same information and be submitted to the LRA for approval.
- 3.4.3. The LRA may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
- 3.4.4. A task order may be terminated at any time, with or without cause, by the LRA upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the LRA, reasonable expenses incurred during the close-out of the Task Order. The LRA shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 8.2, hereof, shall constitute the termination of any and all outstanding task orders.
- 3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the LRA and delivered to CONSULTANT.

- 3.5. The LRA and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order. If LRA and CONSULTANT cannot contractually agree, LRA shall have the right to immediately terminate negotiations at no cost to LRA and procure services for future Project Task Orders from another source.
- 3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions.
- 3.7. CONSULTANT is required to perform the task orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the project. In all task orders, where changes to any laws, codes or regulations affecting the project have a projected effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.
- 3.8. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by LRA's construction contractors.
- 3.9. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the LRA.

#### ARTICLE 4

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

The term of this Agreement shall be for a period of five (5) years from the effective date of the Agreement. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the LRA.

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract

Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.

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

## ARTICLE 5

### COMPENSATION AND METHOD OF PAYMENT

#### **5.1. AMOUNT AND METHOD OF COMPENSATION**

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

- 5.1.1. Lump sum payment, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
  - 5.1.1.1. If the PROJECT timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the LRA reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted

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

- 5.1.1.2. In the event of a change of scope, LRA shall authorize in writing an appropriate decrease or increase in compensation.
  - 5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.
  - 5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.
- 5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)
- 5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the PROJECT by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.
  - 5.1.2.2. Hourly rates for the first year of the contract: See attached Exhibit A
  - 5.1.2.3. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the LRA. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep LRA informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
  - 5.1.2.4. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is LRA obligated to pay CONSULTANT beyond these limits.
  - 5.1.2.5. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

## **5.2. REIMBURSABLES**

- 5.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project shall be charged at actual cost, and shall be limited to the following:
  - 5.2.1.1. Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

- 5.2.1.2. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.
- 5.2.1.3. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
- 5.2.1.4. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.
- 5.2.1.5. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.
- 5.2.1.6. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the Contractor.
- 5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, LRA's obligation to reimburse CONSULTANT for direct, non-salary expenses. If LRA or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by LRA prior to incurring such expenses.
- 5.2.3. All subconsultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. These amounts shall not increase each fiscal year of LRA by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable subconsultant expenses are limited to the items in Paragraph 5.2.1 described above when the subconsultant's agreement provides for reimbursable expenses.

### **5.3. METHOD OF BILLING**

#### **5.3.1. Lump Sum Compensation**

CONSULTANT shall submit billings that are identified by the specific project number and task order if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

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

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

- 5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or subconsultant prior to receiving payment. LRA reserves the right to pay any subcontractor or subconsultant if CONSULTANT has not paid them timely and the services of the subcontractor or subconsultant are necessary to complete the PROJECT or any task order.

**5.4. METHOD OF PAYMENT**

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

- 5.4.2. Payment will be made to CONSULTANT at:

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

**ARTICLE 6**

**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

LRA or CONSULTANT may request changes that would modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to

any deviation from the terms of this Agreement including the initiation of any additional services. LRA shall compensate CONSULTANT for such additional services as provided in Article 5.

## ARTICLE 7

### LRA 'S RESPONSIBILITIES

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

## ARTICLE 8

### MISCELLANEOUS

#### **8.1. OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Project, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of LRA, whether the Project for which they are made is completed or not. If applicable, LRA may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another project.

#### **8.2. TERMINATION**

- 8.2.1. This Agreement may be terminated with or without cause by LRA at any time.
- 8.2.2. Notice of termination shall be provided in accordance with paragraph 8.13 NOTICES of this Agreement.

- 8.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 8.1 of this Agreement are provided to the LRA. Upon being notified of LRA's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall LRA make payment of profit for services that have not been performed.

### **8.3. AUDIT RIGHT AND RETENTION OF RECORDS**

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

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

- 8.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by LRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 8.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other

factor that can not be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

## **8.5. PUBLIC ENTITY CRIMES ACT**

- 8.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to LRA, may not submit a bid on a contract with LRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to LRA , may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with LRA , and may not transact any business with LRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from LRA's competitive procurement activities.
- 8.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.
- 8.5.3. CONSULTANT shall promptly notify LRA if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **8.6. SUBCONSULTANTS**

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services for this Project. The LRA reserves the right to accept the use of a subcontractor or to reject the selection

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

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

Hourly rates are as on attached Exhibit A.

#### **8.7. ASSIGNMENT AND PERFORMANCE**

- 8.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 8.6.
- 8.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to LRA's satisfaction for the agreed compensation.
- 8.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of LRA shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 8.7.4. CONSULTANT shall not change or replace Project's overall project manager identified in the CONSULTANT's response to the RFQ without the Contract Administrator's prior written approval.

#### **8.8. INDEMNIFICATION OF LRA**

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

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

#### **8.9. INSURANCE**

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

#### **8.10. REPRESENTATIVE OF LRA AND CONSULTANT**

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

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

#### **8.11. ALL PRIOR AGREEMENTS SUPERSEDED**

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

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

## **8.12. CONSULTING TEAM**

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

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

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

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

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

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

## **8.13. NOTICES**

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

**FOR LRA OF KEY WEST:**

Doug Bradshaw  
City of Key West LRA  
3140 Flagler Ave  
Key West, FL 33040

**FOR CONSULTANT:**

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

**8.14. TRUTH-IN-NEGOTIATION CERTIFICATE**

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

**8.15. INTERPRETATION**

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

**8.16. CONSULTANT'S STAFF**

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

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

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

#### **8.17. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the LRA, nor shall they accrue any of the rights or benefits of a LRA employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### **8.18. THIRD PARTY BENEFICIARIES**

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

#### **8.19. CONFLICTS**

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

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

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

**8.20. CONTINGENCY FEE**

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

**8.21. WAIVER OF BREACH AND MATERIALITY**

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

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

**8.22. COMPLIANCE WITH LAWS**

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

**8.23. SEVERABILITY**

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

**8.24. JOINT PREPARATION**

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

**8.25. PRIORITY OF PROVISIONS**

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

**8.26. APPLICABLE LAW AND VENUE**

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

**8.27. INCORPORATION BY REFERENCE**

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

Exhibit A – Subconsultants' Hourly Rates

**8.28. COUNTERPARTS**

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

**REST OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

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

LRA

ATTEST:

Cheryl Smith

Cheryl Smith, City Clerk

21 day of NOVEMBER, 2011

JKS Scholl

Jim Scholl, City Manager

21 day of November, 2011

[Signature]  
By \_\_\_\_\_  
Vice President

Randy Hollingworth

(Print Name of Vice President)

17 day of NOVEMBER, 2011

**Exhibit A**  
**Hourly Fee Schedule**  
 October 27, 2011

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

**HNGS Associates, Inc.**

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

**E-Sciences, Inc.**

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

**Ballard\*King & Associates, Inc.**

Principals	\$ 125.00	/ hour
Associates	\$ 75.00	/ hour

**Tom Graboski & Associates, Inc.**

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

**Island Surveying Inc.**

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

**US Cost**

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

**Kenneth DiDonato, Inc.**

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

RESOLUTION NO. 12-065

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING TASK ORDER No. 1 UNDER THE "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ENGINEERING/ARCHITECTURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION" IN AN AMOUNT NOT TO EXCEED \$413,900.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-327, the LRA awarded a contract to Bermello Ajamil and Partners, Inc. for various services related to the Truman Waterfront Upland Design and Construction Administration; and

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

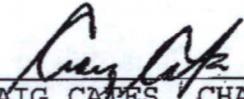
Section 1: That Task Order No. 1 under the "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. for Professional Landscape Architectural/Engineering/Architectural /Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration" is hereby approved in an amount not to exceed \$413,900.00.

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

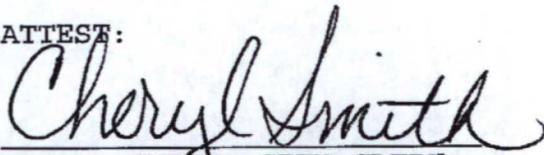
Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 7th day of February, 2012.

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

Filed with the Clerk February 8, 2012.

  
\_\_\_\_\_  
CRAIG CAPES, CHAIRMAN

ATTEST:

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



## THE CITY OF KEY WEST

3140 Flagler Ave, Key West, FL 33040 (305) 809-3792

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**TO:** Jim Scholl, City Manager  
**FROM:** Doug Bradshaw, Senior Project Manager  
**CC:** E. David Fernandez, Asst. City Manager – Operations  
Mark Finigan, Asst. City Manager – Administration  
Don Craig, Planning Director  
**DATE:** January 20, 2012  
**SUBJECT:** Task Order 1 approval: Bermello Ajamil and Partners, Inc

**ACTION STATEMENT:**

A resolution approving Task Order 1 with Bermello Ajamil and Partners, Inc for the Truman Waterfront (\$413,900).

**BACKGROUND:**

The City of Key West Naval Properties Local Redevelopment Authority (LRA) awarded RFQ No. 11-004 Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration to Bermello Ajamil and Partners, Inc (BA) in May 2011 (Resolution #11-261). BA's contract was approved in November 2011 (Resolution #11-327).

The next step in the process is finalizing the Master Plan based on previous conceptual plans and approval of a Major Development Agreement that will allow the City to move directly into bidding and construction of each identified phase. The activities proposed in Task Order #1 (attached) will authorize BA and its subconsultants to complete the steps necessary to complete this process. Task Order 1 will consist of seven (7) phases and is estimated to take eight (8) months to complete:

- Phase 1 - Project Start Up and Kick Off Meeting
- Phase 2 - Program Development
- Phase 3 - Draft Master Plan/Architectural Development and Refinement
- Phase 4 - Draft Master Plan Presentation to TWAB and BVRAC
- Phase 5 - Master Plan/Architectural Revisions
- Phase 6 - Final Master Plan/Architectural Presentation for TWAB & City Commission Approval
- Phase 7 - Development Plan and Conditional Use Permit

During the seven (7) phases the public will have the opportunity to provided input on the plan at a minimum of eight (8) public meetings (City Commission-LRA, TWAB, Planning, BVRAC, etc.).

Task Order #1 includes the disciplines of landscape architecture, architecture, civil engineering, surveying, structural analysis, renderings, traffic analysis, cost estimating, etc.

**PURPOSE & JUSTIFICATION:**

In order to move forward with development of the Truman Waterfront, the Master Plan and Major Development Agreement must be completed.

Staff has performed a comprehensive review of the labor rates proposed and have determined that they are consistent with the contract and the mix of labor hours for the labor categories, per phase, are acceptable based on staff's professional opinion. Staffs also reviewed the types of subcontract disciplines proposed as well as hours and in staff's professional opinion are fair and reasonable. Lastly staff compared scope and size of task order to other similar types of projects (Higgs Beach) and based on the size and complexity of the Truman waterfront, the fee is reasonable.

**OPTIONS:**

There are two options:

1. Approval of the Task Order in its entirety.
2. Disapprove the Task Order and direct the staff to re-negotiate the Task Order with BA

By approving the full Task Order the City will be in the position, once Task Order is completed, to move directly into design and construction documents for bidding purposes.

**FINANCIAL IMPACT:**

The cost to complete the Task Order is \$413,900. The 2011-2012 budget for the project was estimated at \$500,000. The budget account is 101-4303-543-6300, Project # GR0703.

**RECOMMENDATION:**

City staff recommends option # 1, LRA approval of the Task Order in its entirety.

RESOLUTION NO. 12-129

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) ACCEPTING THE RECOMMENDATIONS OF THE TRUMAN WATERFRONT ADVISORY BOARD'S (TWAB) AND THE BAHAMA VILLAGE REDEVELOPMENT ADVISORY COMMITTEE (BVRAC) AS DESCRIBED IN THE ATTACHED UNDATED MEMORANDUM FROM CITY ENGINEERING AND PLANNING STAFF RE DESIGN PROGRAM DIRECTION FOR THE TRUMAN WATERFRONT PARK; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, TWAB and BVRAC held a joint public meeting on March 19, 2012 to discuss design of the Truman Waterfront Property; and

WHEREAS, City staff has prepared the attached memorandum and report on the results of the March 19 meeting, to provide guidance to the LRA as the design process moves forward;

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

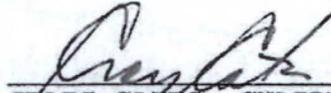
Section 1: That the recommendations described within the attached memo from City Engineering and Planning Staff re "Design Program Direction for the Truman Waterfront Park" are hereby accepted.

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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 16 day of April, 2012.

Authenticated by the presiding officer and Clerk of the Authority on April 17, 2012.

Filed with the Clerk April 17, 2012.

  
CRAIG CATES, CHAIRMAN

ATTEST:

  
CHERYL SMITH, CITY CLERK



## EXECUTIVE SUMMARY

**To:** Naval Properties Local Redevelopment Authority  
**From:** City Engineering and Planning Staff  
**Meeting Date:** April 3, 2012  
**Subject:** Design Program Direction for the Truman Waterfront Park

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### Action Statement:

This action item request is to obtain direction from the Naval Properties Local Redevelopment Authority (LRA) in order to clarify five (5) program design concerns with unclear standards or that are in conflict with project goals identified by city staff and the design consultant for the Truman Waterfront Park Master Plan.

### Background:

On March 1, 2012 a kick-off meeting was held with the Truman Waterfront Park design team of Bermello Ajamil and Partners, Inc. and city staff to discuss the next steps for the design and development plan process. At the meeting five (5) program concerns were identified that affect the design of the park and require resolution before the plan can be further developed as follows:

1. Size and location of multi-use recreational field.
2. Should the USCG Ingham remain within the marina at the Truman Waterfront?
3. Maintain existing former Navy galley, Building 1287, currently utilized by the Police Athletic League (PAL) or construct new purpose built community recreation facility?
4. Should the park be designed to accommodate the World Championship Power Boat Races (+/- 70 boats)?
5. Size of fixed seating for the amphitheater and intended use of the lawn.

In order to provide the LRA with a final detailed recommendation for the five program design concerns, staff gathered information provided by numerous interested parties regarding these issues and held a joint meeting on March 19, 2012 between the Truman Waterfront Advisory Board (TWAB) and the Bahama Village Redevelopment Advisory Committee (BVRAC). In this report please find the recommendations of the TWAB and BVRAC and attachments that include additional information regarding the programming design concerns and a summary of the information provided by interested parties.

The TWAB and BVRAC recommendations are as follows:

1. Build a multi-use purposes field capable of supporting an adult size regulation soccer field (110 yard x 65 yards) in the location determined to be the most adequate for the use, adjacent to the Navy Property where the Building 1287 is currently located. BVRAC recommended

that the field be located outside of the CRA boundaries.

2. Move the USCG Ingham for the best and most efficient design of the future marina (perpendicular to seawall). Additionally the TWAB recommends that a business plan be required from the Miami Dade Historical Maritime Museum for the future financial viability of the Ingham.
3. Demolish Building 1287 in order to more cost effectively build a new community recreation center in a more appropriate location on the site that serves the needs of the community, including but not limited to the Police Athletic League and horse stables needs. Additionally TWAB and BVRAC recommend that demolition not occur until plans are in place for the new community center.
4. Accommodate future power boat and sail boat races and other events utilizing trailers, vendor displays, storage and boat displays on hard surface areas only including streets, parking lots, the East Quay and the proposed event lawn adjacent to Building 103. Request the use of the adjacent west Navy Mole Pier property as an auxiliary area for the event.
5. Design the amphitheater to provide approximately 250 fixed seats with informal lawn seating that can also be used as recreation area. The BVRAC recommends that no more than 250 seats be allowed.

#### **Advantages/Disadvantages and Financial Impact**

Without the benefit of financial impact assessments staff is not fully aware of the financial impacts of the five issues; however based on available information and information provided by the parties of interest related to the five concerns discussed herein staff has provided a brief summary within the attached Background Information.

#### **Recommendation:**

Based on the conclusions of the joint meeting, city staff recommends to the LRA that the Truman Waterfront Park Master Plan be designed with the following fixed elements as follows:

1. Build a minimum 110 yard x 65 yard multi-use field adjacent to the Navy Property where Building 1287 is currently located.
2. Require the Miami Dade Historical Maritime Museum to relocate the USCG Ingham perpendicular to and at the south end of the East Quay seawall.
3. Demolish Building 1287 and design, fund, and construct a needs based community recreation center in a more appropriate location on the site that serves the needs of the community.
4. Accommodate future power boat races and sail boat races and other events utilizing trailers, vendor displays, storage and boat displays on hard surface areas only including streets, parking lots, the East Quay and the proposed event lawn adjacent to Building 103. Request the use of the adjacent west Navy Mole Pier property as an auxiliary area for the event.
5. Design the amphitheater to provide approximately 250 fixed seats with informal lawn seating that can also be used as a multi-use recreation area.

RESOLUTION NO. 12-285

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA), ACCEPTING AND APPROVING THE ATTACHED MASTER PLAN FOR THE TRUMAN WATERFRONT PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the attached Master Plan for the Truman Annex Waterfront Property 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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 16th day of October, 2012

Authenticated by the presiding officer and Clerk of the Authority on October 17, 2012.

Filed with the Clerk October 17, 2012.

  
CRAIG CATES, CHAIRMAN

ATTEST:

  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave Key West, FL 33040 (305) 809-3700

## EXECUTIVE SUMMARY

**TO:** Bob Vitas, City Manager

**FROM:** Doug Bradshaw, Senior Project Manager  
Don Craig, Planning Director

**DATE:** October 15, 2012

**RE:** Approving the Truman Waterfront Master Plan

### ACTION STATEMENT:

A resolution by the Naval Properties Local Redevelopment Authority (LRA) approving the attached Master Plan for the Truman Waterfront.

### BACKGROUND:

In 1995, the Naval Air Station (NAS), of Key West, Florida, was designated for realignment by the Federal Base Realignment and Closure Commission. In 1996, certain land and facilities, including the Truman Waterfront Parcel, were declared excess by the Department of the Navy. On September 16, 1997, the City of Key West Local Redevelopment Agency (LRA), submitted its Base Reuse Plan, which was subsequently approved on August 11, 1998. Part of that Base Reuse Plan included a conceptual plan for the property (See Attachment A)

In 1999, the City adopted modifications to its Comprehensive Plan to establish Land Use Classifications (zoning) for the Truman Waterfront (See Attachment B). That plan, known as the Chapter 288 Plan due to the State statute controlling the adoption process, was modified in July 2000 in response to mediated settlements. The zoning was developed based on the uses developed in the Base Reuse conceptual plan.

In September 2002 the City submitted and Economic Developed Conveyance (EDC) for acquisition of the property. The EDC has the benefit of maximizing flexibility of uses within the site, while at the same time ensuring that important community land use decisions are maintained. All development thresholds and uses proposed in the EDC are based on the adopted Land Use Classifications (as approved by the Chapter 288 Plan) for the site. The EDC was approved by the BRAC Commission and the property was conveyed to the City in November 2002. The original 50-acres identified in the Base Reuse Plan were reduced to approximately 34-acres. The remaining 16-acres was retained by the Navy

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

EXECUTIVE SUMMARY

In order to reduce the original concept plan to the new foot print, the City held a series of community meetings similar to the original community meetings. Based on those meetings a new conceptual plan was developed (Attachment C). On July 6, 2005, the LRA approved that conceptual master plan for the Truman Waterfront under Resolution No. 05-242.

In July 2008, the City advertised Request for Proposal (RFP) #08-011 which offered the opportunity for development of a marina and upland area based on the conceptual plan and zoning. On January 14<sup>th</sup>, 2009 the LRA selected the proposal submitted by Meisel and Spottswood Marina Management Company, LLC (MSM) by Resolution #09-249. The MSM proposal offered the opportunity for the City to not only have the marina developed and managed but also the surrounding upland. However the financial plan was deemed unfeasible, so LRA removed the upland portion of the plan from MSM but is continuing to negotiate on a marina lease. MSM did develop a more detailed conceptual plan (Attachment D) as part of this process.

All of the plans since the Base Reuse Plan have consistently maintained the same components including a marina, open space/parkland, amphitheater, and a community recreational type facility.

The LRA issued RFQ No. 11-004 –Professional Landscape Architectural/Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration on May 8, 2011 and qualification packages were received on June 29, 2011. The LRA selected Bermello Ajamil and Partners, Inc. (BA) by Resolution #11-327. It was BA's task with input from the City Commission, Truman Waterfront Advisory Board (TWAB), Bahama Village Redevelopment Advisory Committee (BVRAC), public, and other interested parties to take all the previous conceptual plans and development the final Master Plan.

This process began by obtaining direction on five (5) major design program elements. The LRA approved the following elements on April 16, 2012 per Resolution 12-129 (Attachment E)

1. Build a minimum 110 yard x 65 yard multi-use field adjacent to the Navy Property where Building 1287 is currently located.
2. Require the Miami Dade Historical Maritime Museum to relocate the USCG Ingham perpendicular to and at the south end of the East Quay seawall.
3. Design, fund, and construct a needs based community center at the Truman Waterfront Park to replace Building 1287.
4. Accommodate future power boat races on hard surface areas only including streets, parking lots, the East Quay and the proposed event lawn adjacent to Building 103. Request the use of the adjacent Navy Mole Pier property.
5. Design a band shell to provide approximately 250 fixed seats with informal lawn seating that can also be used as a multi-use recreation area.

Once the major design program elements were approved, BA developed several conceptual master plans that were presented to the public, TWAB, BVRAC, NOAA, State Park, TAMPOA, Last Stand, Navy, etc. Staff wanted to build a consensus on what the majority of the community wanted to see developed at the Truman Waterfront. The plan as presented in Attachment F was overwhelming endorsed by the community. BVRAC approved the plan on August 2, 2012 and TWAB approved the plan on August 20, 2012.

**PURPOSE & JUSTIFICATION:**

In order to continue in the development process of the Truman Waterfront and to allow for cohesive development of the property, City Staff is seeking LRA approval of the Master Plan.

**OPTIONS:**

There are three (3) options:

1. Approve the Master Plan
2. Approve the Master Plan with modifications
3. Do not approve the Master Plan

Option 1 and 2: By approving the Master Plan or a modified version, the LRA is providing staff with a roadmap for all future development of the Truman Waterfront. The developmental agreement, design, and construction will all be based on this plan. With the approval, the City will be able to continue the momentum toward development of the property as well as begin identifying funding sources for development.

Option 3: This option delays the ability to move forward with development.

**FINANCIAL IMPACT:**

By approving the Master Plan, the LRA is not obligating any financial burden on the City at this time, but it is understood that in order to achieve and realize the plan, financial decisions and obligations will have to be made in the near future.

**RECOMMENDATION:**

City staff recommends option # 1, LRA Approval of the Action Statement in its entirety

RESOLUTION NO. 14-095

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING TASK ORDER No. 2, FOR TRUMAN WATERFRONT DESIGN SERVICES, UNDER THE "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ ENGINEERING/ ARCHITECTURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION" IN AN AMOUNT NOT TO EXCEED \$1,034,365.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-327, the LRA awarded a contract to Bermello Ajamil and Partners, Inc. for services related to the Truman Waterfront Upland Design and Construction Administration, and in Resolution 12-065 awarded Task Order No. 1.

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

Section 1: That Task Order No. 2 for Design Services under the "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration" is

hereby approved in an amount not to exceed \$1,034,365.00.

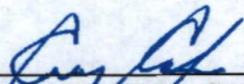
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 1st day of April, 2014.

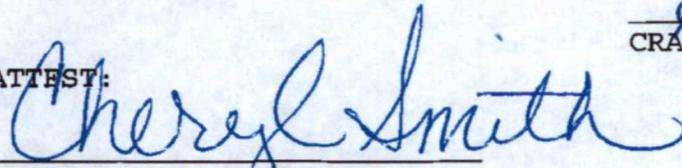
Authenticated by the presiding officer and Clerk of the Authority on April 2, 2014.

Filed with the Clerk April 2, 2014.

Chairman Craig Cates	<u>Yes</u>
Commissioner Terri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Mark Rossi	<u>No</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

  
CRAIG CATES, CHAIRMAN

ATTEST:

  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave. Key West, FL 33040 (305) 809-3792

**TO:** Bob Vitas, City Manager

**FROM:** James Bouquet, Director of Engineering

**CC:** E. David Fernandez, Asst. City Manager  
Don Craig, Planning Director  
Doug Bradshaw, Port and Marine Services Director

**DATE:** March 10, 2014

**SUBJECT:** Approving Task Order 2 to Bermello Ajamil and Partners, Inc. for Truman Waterfront Phase 1 Design in the amount of \$1,034,365.

**STATEMENT:**

A resolution Approving Task Order 2 to Bermello Ajamil and Partners, Inc. for Truman Waterfront Phase 1 Design in the amount of \$1,034,365.00

**PURPOSE & JUSTIFICATION**

The City of Key West Naval Properties Local Redevelopment Authority (LRA) awarded RFQ No. 11-004 –Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration to Bermello Ajamil and Partners, Inc (BA) in May 2011 (Resolution #11-261). BA's contract was approved in November 2011 (Resolution #11-327).

The first step in the process was finalizing the Master Plan and approval of a Major Development Agreement. BA is currently completing that task under Task Order 1, approved by Resolution #12-065 (\$413,900). The activities proposed in Task Order 2 (attached) will authorize BA and its subconsultants to complete the design and construction bid documents to facilitate construction of approximately 80% of the park. Phase 1 includes the following components:

- Multi-Purpose Building
- Main roadway and utility infrastructure construction
- East Quay Promenade and parking lot construction
- Passive/Active Parkland –North side of property construction
- Building 1287 (PAL) demolition and Multi-Use Field construction
- Horse stables construction

TRUMAN WATERFRONT PHASE 1 DESIGN

At a minimum, the base bid is expected to include site infrastructure, the Multi-Purpose Building (and associated access, parking, utilities, etc), and that portion of the passive grassed recreational areas west of Building 103. Based on construction cost estimates, other Phase I components may be bid as add alternates and subsequently included in the contract based on bid results and available funds.

The Phase I construction cost is currently estimated at \$18,000,000 to \$23,000,000, not including the design fees presented above and future fees associated with Construction Administration. This construction cost range includes an estimated \$3,000,000 for construction of a new 10,000 square foot Multi-Purpose Building to replace the existing PAL building and provide a location for PAL and Boys & Girls Club activities and community events. The Multi-Purpose Building will be constructed on the footprint of the proposed Community Center gym, allowing for future expansion into a complete Community Center.

**Not included in Task Order 2 are fees associated with Phase I construction administration (CA) and the design of the amphitheater, remaining portions of the community center, Building 103, and parking/landscaping associated with these areas.**

In order to move forward with construction of the Truman Waterfront, the design and construction bid documents must be completed. The current BA schedule indicates approximately 10 months from Notice to Proceed to completion of 100% construction drawings. Based on recent discussions with BA and review of previous BA estimates, the following schedule assumes the cost to construct Phase 1 at approximately \$18,000,000 to \$23,000,000. These costs do not include design and construction administration.

<u>Activity</u>	<u>Target Date</u>
BA Notice to Proceed (NTP):	March 2014
50% Submittal:	August 31, 2014
90% Submittal and Permitting:	November 30, 2014
100% Submittal:	December 31, 2014
Phase I Construction Bids Due:	February 28, 2015
Construction Contractor NTP:	March 31, 2015
Phase I Substantial Completion:	March 31, 2017

PAL building demolition, processing of concrete demolition debris into suitable fill and placing/rough grading of the athletic field will be performed following construction of the new Multi-Purpose Building.

Included in Phase I is the development of an accessway for the U.S Navy (Navy) from the area of Eaton Street easement southward to the Southard Street park entrance. This accessway will be implemented once the Navy informs the City that it has secured unfettered access along the entirety of Eaton Street passing through the lands of the Truman Annex development. In recognition of the commitment on the part of the City to recognize and provide the operational access requirement for the Navy in this location, the Navy will undertake and accomplish the following with regard to the Truman Waterfront Park Plan and existing planned improvements in areas of the City adjacent to Navy property.

- The Navy will lessen the security standoff zone width from 50 feet to 30 feet for all portions of the boundary between City and Navy properties.
- The Truman Waterfront Park will be approved in an expedited manner in the formal 90 day review process following LRA approval.
- All existing conflicts within the 30 feet security standoff zone will be removed by the City.
- The existing easement from Eaton Street to the east quay wall will be terminated and replaced with an easement for access between Eaton Street and Southard Street on the park property.

**OPTIONS:**

There are two options:

1. Approval of the Task Order in its entirety.
2. Disapprove the Task Order and direct the staff to revise the Phase I park construction scope of work and subsequently obtain a revised Task Order from BA for Phase I design.

By approving the full Task Order the City will be in the position, once Task Order is completed, to move directly into bidding for construction.

**FINANCIAL IMPACT:**

The cost to complete the Task Order is \$1,034,365. Currently approximately \$12,000,000 is currently budgeted for this project. The budget account is 101-4303-543-6300, Project # GR0703. Completed Phase I funding is based on this \$12,000,000 and annual allocations of \$3,000,000 from the Infrastructure Sales Tax (commencing with the FY 2015 budget).

The total of BA fees for Tasks 1 and 2 represent 6.3% of the estimated Phase I construction cost (\$23,000,000). Staff has performed a comprehensive review of the proposal and has determined that the labor rates are consistent with the existing contract. The Task 2 fee and the mix of labor hours for the labor categories, per phase, are acceptable based on staff's professional opinion. Staff also reviewed the types of subcontract disciplines proposed, and in staff's professional opinion, subcontract fees are fair and reasonable. The total fee is consistent with the fee for projects of similar complexity (6.10% to 6.49%) as established by the State of Florida, Department of Management Services Fee Guide Calculator for Architectural and Engineering Services. Note that the Fee Guide Calculator does not include fees associated with civil engineering and utility related services (those fees are included in the BA fee). Design fees associated with other municipal parks evaluated averaged 5.6%; however, these parks did not include buildings such as a multi-purpose center and horse stables.

**RECOMMENDATION:**

City staff recommends option # 1, LRA approval of the Task Order in its entirety to design Phase I of the Truman Waterfront Park including the Multi-Purpose Building.

RESOLUTION NO. 02-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, SUPPORTING THE CONCEPT OF LOCATING AN AMPHITHEATER AT THE TRUMAN WATERFRONT PROPERTY ONCE THE U.S. NAVY CONVEYS THE PROPERTY TO THE CITY OF KEY WEST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, once the Base Re-use process is revived and the City receives the Truman Waterfront Property from the U.S. Navy, the City, consistent with its original approved plan, desires the installation of an amphitheater on the property; and

WHEREAS, the City foresees a public-private partnership to develop funding for the amphitheater.

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

Section 1: That the concept of locating an amphitheater at the Truman Waterfront is hereby supported.

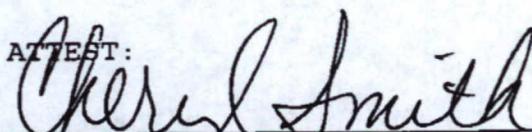
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

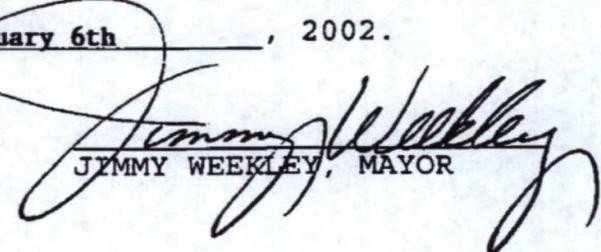
Passed and adopted by the City Commission at a meeting held this 5th day of February, 2002.

Authenticated by the presiding officer and Clerk of the Commission on February 6th, 2002.

Filed with the Clerk February 6th, 2002.

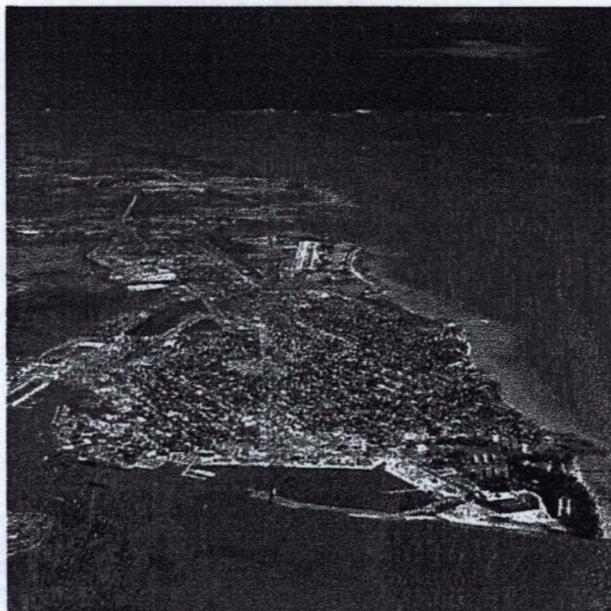
ATTEST:

  
CHERYL SMITH, CITY CLERK

  
JIMMY WEEKLEY, MAYOR

## **Key West Base Reuse Plan**

October 3, 1997



Bermello - Ajamil - Partners, Inc.  
The Market Share Company  
Fluor Daniel GTI, Inc.  
KPMG Peat Marwick, LLP  
Sandra Walters, Consultant  
Dennis Beebe Architects  
Frank Weed & Associates  
Florida Conflict Resolution Consortium

## VI. TRUMAN WATERFRONT REUSE PLAN

### A. Land Use Plan

The concept plan for the Truman Waterfront surplus property is presented in Figure VI.1, Concept Plan. This plan is a synthesis of ideas and design concepts generated through the public involvement process, an analysis of site opportunities and constraints, and a review of previous community planning efforts for the area.

The guiding principles of the plan are continuity and flexibility. Emphasis is placed on extending the Bahama Village into the property and strengthening the existing community through improved circulation systems. This must be accomplished without sacrificing any potential economic opportunities. Therefore, the proposed land use designations, while generally dividing the site into a village component and a harborside, mixed-use element, have been crafted so as not to impede future economic development, which remains an essential mandate of this process. The plan's key organizing elements and uses are highlighted in the following section.

#### **1. Recreation and open space areas linked through multimodal green ways and view corridors**

A large open space and recreation park is shown for the northwestern portion of the site, between the existing Truman Waterfront residential community and the eastern quay wall. This area offers dramatic views of the waterfront; tennis, bocce, and other dedicated sports areas; community gardens; and, open areas for field sports or passive recreation. An amphitheater could be developed at the center of this open area for public gatherings, outdoor theater and concerts, or a series of other uses. To encourage activation of the park and prevent the park from having a "dead end", several ingress/egress points should be developed along the northern end to provide pedestrian and bicycle access. Possible connections could include a continuation of Eaton Street and a harbor walk connection over Commodore Slip. An area for parking is provided north of the terminus of Southard Street.

A public marina facility is envisioned for the southern portion of the basin adjacent to this large park. A mega-yacht berthing area would be designated for the northern portion of the eastern quay wall, a small boat facility, protected from wind and wave action by a breakwater, would be located to the south. These uses would help further activate the park and provide mooring facilities for Key West. The existing boat launch could be modified as a slip for large visiting boats or research vessels.

A second large open space and recreation area is envisioned for the area around the historic Seminole Battery. Uses for this and surrounding open space areas to the north could be tailored to meet the neighborhood recreational needs of the Bahama Village. Smaller pocket parks at the TACTS tower, the water tower, and the archeological preserve at Ft. Zachary Taylor are contemplated. Once the Navy changes its utility service the water tower will be abandoned, and possibly demolished. If required to serve as an alternate site for the proposed amphitheater, the proposed open space area around the Seminole Battery may need to be reconfigured.

Each of these open space and recreation facilities would be linked together by a network of landscaped green ways. One green way is programmed to run along

# **Jimmy Buffett**

424A FLEMING STREET  
KEY WEST • FLORIDA 33040

October 20, 2015

Mayor Craig Cates  
City of Key West  
City Hall  
PO Box 1409  
Key West, FL 33040

Dear Mayor Cates,

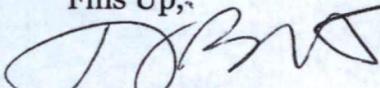
I want to congratulate you and the city commission on your vision for development of the proposed Truman Waterfront Park Amphitheater.

Speaking from a long history of playing the music scene in Key West, I know it would be a great addition to the existing performance venues in the Keys and a wonderful new location for the wide variety of musical events held there now, such as the Goombay Festival, Shakespeare in the Park, and even our annual Parrothead Meeting of the Minds celebration.

A state of the art Amphitheater would have a huge impact on growing the Key West music culture, which I wholeheartedly support.

I applaud your efforts and look forward to the Amphitheater become a reality.

Fins Up,

A handwritten signature in black ink, appearing to read 'J. Buffett', with a long, sweeping horizontal line extending to the right.

Jimmy Buffett

## *Howard Livingston*

Mayor Craig Cates  
City Of Key West  
PO Box 1409  
Key West, FL 33042

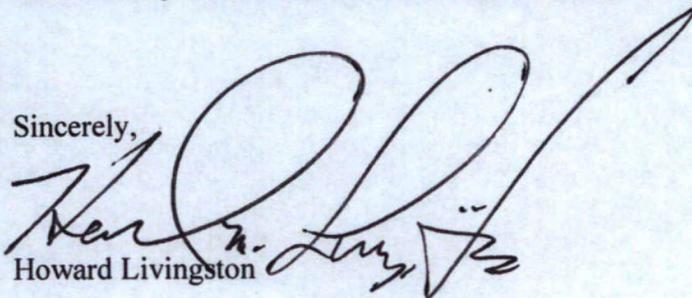
Dear Mayor Cates and the Key West City Commission

Your vision and leadership is long lasting and crucial to future generations here in Key West. The proposed amphitheater will enhance our city forever by providing a venue for expanded arts and entertainment as well as a family friendly space for everyone to enjoy.

The flexibility of the amphitheater allows for unlimited opportunities. I can imagine a children's puppet show on a Sunday afternoon, a chamber quartet on a beautiful starlit evening and huge national stars performing in what will be one of the best venues anywhere. Key West is a music and art community and enhancing that historic part of our DNA will be a benefit to all.

This is truly a build it and they will come scenario. I urge you to approve the amphitheater and put your signature on a permanent landmark which will allow our beautiful city to flourish now and for generations to come.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Howard Livingston', with a long, sweeping flourish extending upwards and to the right.

Howard Livingston