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	Yes
Commissioner Terri Johnston	Yes
Commissioner Clayton Lopez	Yes
Commissioner Mark Rossi	No
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
Commissioner Tony Yaniz	Yes

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

MEMO SUMMARY

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 contact 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.

Activity	Target Date
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.

TRUMAN WATERFRONT PARK

PROPOSAL OF SERVICES FOR TASK TWO
BY BERMELLO AJAMIL & PARTNERS, INC.
March 3, 2014

SCOPE OF SERVICES

The scope is divided into six activities of work:

- Activity 1..... Kick Off Meeting/Project Set-up
- Activity 2..... Design Development
- Activity 3..... Construction Documents 50%
- Activity 4..... Construction Documents 90% (Permit Set)
- Activity 5..... Construction Documents 100%
- Activity 6..... Bidding and Contractor Selection Assistance

The following is a detailed scope of the six project activities.

ACTIVITY 1 – KICK OFF MEETING/PROJECT SET-UP

The purpose of this initial activity is to:

- Prepare summary brief of project status to date;
- Confirm the City's vision for the park plan and plan components;
- Establish the organizational structure for project development and management;
- Review City requirements;
- Define and confirm Work Order Task #2 project boundaries and phasing strategy;
- Establish schedule and submittal dates;

During this initial Activity, the following tasks will be conducted:

1.1 Project Status Summary Brief

B&A will prepare a summary brief of the Master Planning and Schematic Design efforts undertaken during Task #1 for the development of the Truman Waterfront Park.

1.2 Kick off Meeting

B&A will coordinate a kick-off meeting/workshop with the City staff and key members from the BA team participating in Task Two. The kick off meeting will include:

- Introduction of the key personnel on the B&A team;
- Introduction of City staff involved with the project;
- A presentation by B&A of the summary brief reviewing the history of the Master Planning and Schematic Design effort. This presentation will be provided in powerpoint format;

- Develop and confirm a common understanding of the scope of work for Task #2 and a submittal schedule;
- Confirmation of the City's and TWAB's project goals and objectives;
- Clarification of project management requirements (frequency of meetings, progress reports, and review periods and approvals);
- Discussion of outstanding design issues related to the plan;
- Site visit and walkthrough with key City staff and design team.

This meeting will require a full day of participation by key City staff and consultants working on Task #2. Team consultants not in attendance during the kick off meeting will participate via conference call.

1.3 Confirm Site Regulatory Requirements

B&A will work with the City to identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve the design of the Project.

1.4 Project Set-up

B&A will work with the team's subconsultants to provide most up to date base plans and project drawings.

ACTIVITY 2 – DESIGN DEVELOPMENT

The purposes of this activity are to:

- Establish the final program for the site plan in Phase 1 as indicated on Exhibit A;
- Refine Schematic Design concepts for specific park elements including the following items not yet detailed:
    - Interactive water feature
    - Playgrounds with canvas covering adjacent to interactive water feature
    - Synthetic turf multi-purpose playfield
    - Pedestrian bridge at Admiral's Cut
    - Pedestrian waterfront promenade
    - Park signage, identification and wayfinding including:
        - entry feature statement\
        - vehicular wayfinding signage
        - pedestrian wayfinding signage
        - exercise trail marker design
        - fitness trail signs
        - information and park rules signage
    - Site lighting
- Confirm the parking area layouts, configurations and surface materials
    - Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and outline specifications. The drawings shall consist of:
        - Site geometry plan with all roadways, sidewalks and circulation areas

        - Paving, grading, and drainage plans
        - Water and sewer plans and appropriate details and outline specifications
        - Landscape plans, details and outline specifications
        - Tree disposition plans
        - Electrical layout, site lighting details and outline specifications
- Refine schematic design concepts for Horse Stable Building with input by facility operators and users. The preliminary program developed in the prior Master Plan Phase will be utilized as a base program and includes:
    - Building Footprint with +- 3,200 square feet.
    - Entry Roofed Porch.
    - Office Space with Storage Closet.
    - Accessible Unisex Restroom.
    - Tack Room.
    - Feed Room.
    - Hay Room.
    - Center Isle Area with High Roof.
    - Five Horse Stalls.
    - Deep Roofed Overhang along Horse Stalls side of Building.
    - Fenced Corral Area and Exercise Circle.
      (This scope assumes the Horse Stable building will be developed as a pre-manufactured structure).
    - Refine HARC approved plans for Horse Stable Building to incorporate systems, materials, finishes, and engineering
        a. Site plan with details, including fencing
        b. Floor, ceiling, and roof plans with lighting and electrical
        c. Sections and exterior elevations
        d. Enlarged interior plans, including restroom and stables
        e. Material selections
        f. Air conditioning and ventilation layout
        g. Structural design elements
- Refine schematic design concepts for phase 1 of the Multi-Purpose Community Center with input by facility operators and users. The preliminary building program developed in the prior Master Plan Phase will be utilized as a base program with phase one under this scope to include a total building area of +/- 10,182 S.F. with the following distribution of uses:
    - Multi-Purpose Room @ 8,549 s.f.
    - A separate room to accommodate a Boxing Ring
    - Bathrooms @ 776 s.f.
    - Office @ 109 s.f.

The final Activity 2 plans will be presented to the City for review and comment. Included in this scope is one presentation to City Commission.

ACTIVITY 3 THROUGH ACTIVITY 5 – CONSTRUCTION DOCUMENTS TO 100%

Based on the final plans approved by the City in Activity 2, B&A will further develop and prepare design drawings for use in permitting and construction. B&A will review the plans with City staff at the 50%, 90% and 100% completion stage of the construction document activity. B&A will prepare all drawings necessary for submission to City/County agencies for review and approval. The City will route the construction plans through the City's permitting process prior to construction.

Based on the City approved Design Development plans and input from City agencies, B&A will incorporate changes and proceed with developing final detailed construction drawings to include:

- **LANDSCAPE:**
  - Tree disposition plans indicating all existing trees to be removed, protected or transplanted (trees removed from site to be located by City)
  - Hardscape layout plans including pedestrian walkways, plaza areas and playground safety surfaces
  - Fencing layout plans, details, elevations and specifications
  - Planting plans, planting details and specifications
  - Site furniture plans and product specifications and details, including benches, waste receptacles, bicycle racks, drinking fountains etc.
  - Irrigation layout, details and materials schedule and specifications
  - Playground (at interactive water feature only) layout and design with product specifications and details
  - Playground shelter layout with wind load calculations and foundation structural design by manufacturer)
  - Exercise station layout with product specifications and details
  - Signage layout plans with details, elevations and specifications
  - Layout plan for interactive water feature

- **CIVIL:**
  - On-site geometry plan for location of roadway and site improvements including:
    - Roadway centerline geometry with bearings, curve data, vertical and horizontal profiles
    - Edge of pavement signature indicating curb type, edge type, etc...with details.
    - FEMA Flood Lines
    - Roadway striping and signage plans with supporting details.
    - Plans indicating handicap parking spaces, curbs, ramps and supporting details.
    - Layout data for all structures, structured spacing, setbacks, buffers
  - Stormwater calculations for use in permitting. Calculations will include on-site AdICPR modeling, storm pipe tabulations, pond specific calculations and pre/post reports.
  - Grading and Drainage Plans including:

        - FFE of all structures on site relative to crown of road and responsive to proposed grade changes.
        - Drainage basins, swales, and sub-surface conveyance systems including piping, structures, injection wells
        - Contours or spot elevations for all drainage improvements and roadways
        - Contours or spot elevations for all building pads, around all existing trees to remain and site finish grades.
        - Inverts, pipe sizes, pipe slopes, and other data relative to sub-surface conveyance systems.
    - Water and sewer plans depicting the proposed potable water, fire service and sanitary sewer collection system
    - Demolition plans indicating disposition of all existing site facilities, utilities and surface treatments

- **STRUCTURAL:**
    - For the horse stable building only
        - Structural Design Criteria and notes for final building design
        - Foundation design, schedules and detailing (based on geotechnical recommendations from geotechnical engineer)
        - Ground floor concrete slab and anchoring coordination for a pre-fabricated building
        - Specification sections related to foundation and concrete slab components
        - Review and coordination of signed and sealed shop drawings from pre-fabricated building manufacturer
        - Review and comments of structural calculations from the pre-fabricated building manufacturer.
    - Structural design, detailing and specifications for Phase 1 of the Multi-purpose Community Center.
    - Structural design, plans, details and specifications for pedestrian bridge at Admiral's Cut.

- **ARCHITECTURAL:**
    - Plans for Stable Building to include:
        - Project Cover Sheet with all pertinent General Notes and Information.
        - Project Location Plan and Site Plan with Information and Details.
        - Floor Plan with Information Details
        - Reflected Ceilings Plans with Information and Details
        - Roof Plans with Information and Details.
        - Building Exterior Elevations and Sections with Information and Details.
        - Material Selections Schedules and Specifications.
        - Foundation and Floor Slab Plans with Information and Details.
        - Lighting and Electrical Plans with Information and Details.
        - Plumbing Plans and with Information and Details.

        - Fencing around the Designated Areas with Final Information and Details.

    - Plans for Phase one of the Community Center Building to include:
        - Project Cover Sheet with all pertinent General Notes and Information
        - Project Location Plan and Site Plan with Information and Details.
        - Floor Plan with Information Details
        - Reflected Ceilings Plans with Information and Details
        - Roof Plans with Information and Details.
        - Building Exterior Elevations and Sections with Information and Details
        - Wall Sections, Door Window and Finish schedules
        - Specifications.
        - Foundation and Structural Engineering Plans and Details.
        - Lighting and Electrical Engineering Plans and Details.
        - Mechanical, Plumbing and Fire Protection Engineering Plans and Details.
        - Landscaping, Hardscape and Fencing around the Designated Areas and Details.
        - Layout of a temporary parking lot to be located where final parking lots are to constructed
    - Demolition plans for the PAL/Commissary Building.

- **MEP:**
    - Site electrical service and distribution plans
    - Parking lot lighting plans, details and lighting calculations to determine design illumination levels, lighting design to meet minimum local code requirements
    - Sports lighting plans for multi-purpose playing field
    - Pedestrian walkway lighting plans, details and lighting calculations to determine design illumination levels and fixture specifications
    - Mechanical, plumbing, and electrical with layout and specifications for Phase 1 of the Multi-purpose Community Center and Horse Stable Building
    - Pump and filtration system layout, details and specifications for interactive water feature

B&A will provide the City with five (5) full sets of construction plans at the completion of each activity, 50%, 90% and 100% and one digital copy of the final approved plans.

ACTIVITY 3 – CONSTRUCTION DOCUMENTS 50%

The 50% construction document submittal will include the full design development package of all project elements and outline specifications identifying major project construction materials and finishes. Consultant will also provide specific building and

element locations and overall dimensioning of project elements site wide. The plans will be provided to the City for review and comments. B&A will provide a detailed cost estimate of the plans at this phase. After all departments and staff have commented in writing on the plans, B&A will meet with City staff to review the comments and determine appropriate responses.

ACTIVITY 4 – CONSTRUCTION DOCUMENTS 90% (PERMIT SET)

B&A will prepare a 90%, complete set of Construction Documents for presentation to the City for review and to carry out a "Dry Run" permit procedure. B&A will provide an updated detailed cost estimate of the plans for this activity. The Construction Document Drawings will be complete except for changes and corrections as may be required by the City of Key West Building Department.

ACTIVITY 5 – CONSTRUCTION DOCUMENTS 100%

B&A will prepare a 100%, complete set of Construction Documents for presentation to the City based on the comments received from the City and the changes to the drawings required as per the City of Key West Building Department review.

ACTIVITY 6 – BIDDING AND CONTRACTOR SELECTION ASSISTANCE

B&A will provide assistance for bidding and contractor selection services to the City of Key West after completion of the construction documents as noted below:

- Respond to all bidder questions regarding project elements and clarification or interpretations of the bidding documents for duration of bid period.
- Preparation of addenda for distribution by the City
- Attendance at up to two pre-bid meetings with City and Contractors
- Preparation of a bid tabulation list
- Evaluation of the bid pricing, solicitation compliance and verification of Contractor experience and capabilities for the submitted and qualified Contractor bids.
- Based on criteria established by the City, B&A will provide a suggested recommendation for the bid award.

PRICING

The following are the fees associated with the six work activities:

Phase 1 – Kick Off Meeting/Project Set-up	$ 16,450.00
Phase 2 – Design Development	$ 290,800.00
Phase 3 – Construction Documents 50% Submittal	$ 309,380.00
Phase 4 – Construction Documents 90% submittal	$ 262,995.00
Phase 5 – Construction Documents 100% Submittal	$ 113,240.00
Phase 6 – Bidding and Contractor Selection Assistance	$ 19,600.00
SUB-TOTAL PROFESSIONAL FEES	**$1,012,465.00 LS**
*REIMBURSABLE EXPENSES (not to exceed amount)	$ 21,900.00 NTE
TOTAL ALL FEES	**$1,034,365.00**

LS = Lump Sum Fee
NTE = Not to exceed, City will be billed at cost

That portion of the lump sum fees (above) associated with the design of the horse stable building is $81,000.00 and the Phase One portion of the Multi-purpose Community Center is $286,970.00. This work includes architectural, civil, structural, MEP, cost estimating and landscape design fees for both buildings and adjacent site area.

NOTES:

*Reimbursable expenses are for B&A expenses only. Expenses for subconsultants are included in the fees for each activity. The reimbursable fees include an allowance for printing and reproduction, 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.

If new public facilities or buildings are incorporated into the park program, in addition to those illustrated in Phase 1 on Exhibit A, the fee structure will be adjusted. The fees do not include the design of a structure for the Amphitheater facility, the second phase of the Community Center, renovation of Building 103, public restrooms or construction administration/oversight.

Fees include attendance at up to eight TWAB/staff meetings by the B&A Project Manager, Randy Hollingworth and 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. Market studies
2. Aerials
3. Underground mapping
4. Geotechnical/soils testing (Task 1)
5. Underwater inspections
6. Underwater environmental mapping
7. Materials Testing
8. Additional areas of the site not within the boundaries as shown in project area Phase 1, on Exhibit A
9. Environmental Permitting for Footbridge at Admiral's Cut (Task 1)
10. Any permitting associated with wetland impacts, protected species, or hazardous materials
11. Additional site surveys
12. Any work associated with off-site utilities
13. Application fees for all permit submittals
14. Asbestos/mold abatement survey, documentation, and remediation
15. Construction contracting or administration during construction
16. Renovations to Building 103 including restrooms for the interactive water feature. (City to provide prefab restrooms)
17. Amphitheater Facility, Phase 2 of the Multi-purpose Community Center or the Public Restrooms
18. Design of guardhouse or security facility for Navy Mole Pier entrance gate
19. Approval through the Planning Department is not included in Task 2. This work is included in the original Task 1 scope.
20. Preparation of bid tabulation list
21. Attendance by B&A staff at bid opening
22. Documentation of bidding results

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 services agreement. Such additional services, when requested in writing by the City, shall be performed at an hourly rate per the Design Professional rates. Additional Services are as defined in the AIA Document B101 – 2007 Edition – Standard Form of Agreement between Owner and Architect, Article 4 and include:

Providing services in connection with evaluating substitutions proposed by the contractor, and making subsequent revisions resulting therefrom are an additional service.

EXHIBIT A – PHASE 1 PROJECT LIMITS

PROPOSED PHASE 1

RESOLUTION NO. 11-327

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

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

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

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

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

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

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

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

Filed with the Clerk November 16, 2011.

CRAIG CATES, CHAIRMAN

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST

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

MEMORANDUM

TO: Jim Scholl, City Manager

FROM: Doug Bradshaw, Senior Project Manager

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

DATE: September 13, 2011

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

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

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

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

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

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

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

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

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

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

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

OPTIONS:

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

FINANCIAL ISSUES

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

RECOMMENDATION

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

AGREEMENT

Between

CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY

And

BERMELLO AJAMIL AND PARTNERS, INC.

For

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

KEY WEST, FLORIDA

October 28, 2011

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

AND

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

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, LRA and CONSULTANT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

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

1.5. **Contract Administrator:** The ranking managerial employee of the LRA or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the LRA, concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

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

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

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

1.9. **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT for a prescribed type and amount of compensation.

ARTICLE 2

PREAMBLE

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

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

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

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

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

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

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

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

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

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

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

3.4.2. Task Orders shall be numbered consecutively as specified by LRA. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the LRA if required. Amended Task Orders shall include substantially the same information and be submitted to the LRA for approval.

3.4.3. The LRA may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.4.4. A task order may be terminated at any time, with or without cause, by the LRA upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the LRA, reasonable expenses incurred during the close-out of the Task Order. The LRA shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 8.2, hereof, shall constitute the termination of any and all outstanding task orders.

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

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

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

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

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

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

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

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

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

4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract

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

4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by LRA or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, LRA shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify LRA within 10 days in writing whenever a delay in approval by a governmental agency, including LRA, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.4. In the event the Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with LRA or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.

4.5. In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with LRA, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to LRA its proportional share of any claim or damages to Contractor or LRA arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 8.8, INDEMNIFICATION OF LRA.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

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

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

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

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

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

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

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

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

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

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

5.1.2.3. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the LRA. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep LRA informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

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

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

5.2. REIMBURSABLES

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

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

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

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

5.2.1.4. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.

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

5.2.1.6. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the Contractor.

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

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

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

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

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

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

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

5.4. METHOD OF PAYMENT

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

5.4.2. Payment will be made to CONSULTANT at:

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

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

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

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

ARTICLE 7

LRA 'S RESPONSIBILITIES

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

7.2. LRA shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

7.3. LRA shall review the CONSULTANT's itemized deliverables/documents identified in the task orders and respond in writing with any comment within the time set forth in the task order or within a reasonable time.

7.4. LRA shall give prompt written notice to CONSULTANT whenever LRA observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contractor.

ARTICLE 8

MISCELLANEOUS

8.1. OWNERSHIP OF DOCUMENTS

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

8.2. TERMINATION

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

8.2.2. Notice of termination shall be provided in accordance with paragraph 8.13 NOTICES of this Agreement.

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

8.3. AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

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

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

8.5. PUBLIC ENTITY CRIMES ACT

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

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

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

8.6. SUBCONSULTANTS

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

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

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

Hourly rates are as on attached Exhibit A.

8.7. ASSIGNMENT AND PERFORMANCE

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

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

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

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

8.8. INDEMNIFICATION OF LRA

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

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

8.9. INSURANCE

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

8.10. REPRESENTATIVE OF LRA AND CONSULTANT

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

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

8.11. ALL PRIOR AGREEMENTS SUPERSEDED

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

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

8.12. CONSULTING TEAM

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

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

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

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

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

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

8.13. NOTICES

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

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

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

8.14. TRUTH-IN-NEGOTIATION CERTIFICATE

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

8.15. INTERPRETATION

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

8.16. CONSULTANT'S STAFF

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

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

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

8.17. INDEPENDENT CONTRACTOR

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

8.18. THIRD PARTY BENEFICIARIES

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

8.19. CONFLICTS

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

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

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

8.20. CONTINGENCY FEE

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

8.21. WAIVER OF BREACH AND MATERIALITY

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

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

8.22. COMPLIANCE WITH LAWS

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

8.23. SEVERABILITY

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

8.24. JOINT PREPARATION

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

8.25. PRIORITY OF PROVISIONS

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

8.26. APPLICABLE LAW AND VENUE

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

8.27. INCORPORATION BY REFERENCE

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

Exhibit A – Subconsultants' Hourly Rates

8.28. COUNTERPARTS

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

REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

LRA

ATTEST:

Cheryl Smith

Cheryl Smith, City Clerk

21 day of November, 20 11

JKScholl

Jim Scholl, City Manager

21 day of November, 20 11

By _____

Vice President

Randy Hollingworth

(Print Name of Vice President)

17 day of NOVEMBER, 20 11

Exhibit A
Hourly Fee Schedule
October 27, 2011

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

HNGS Associates, Inc.

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

E-Sciences, Inc.

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

Ballard*King & Associates, Inc.

Principals	$ 125.00	/ hour
Associates	$ 75.00	/ hour

Tom Graboski & Associates, Inc.

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

Island Surveying Inc.

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

US Cost

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

Kenneth DiDonato, Inc.

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

RESOLUTION NO. 11-261

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

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

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

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

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

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

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

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

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

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

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

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

Filed with the Clerk September 20, 2011.

CRAIG CATES, CHAIRMAN

ATTEST:

CHERYL SMITH, CITY CLERK

TRUMAN WATERFRONT PARK

PROPOSAL OF SERVICES FOR TASK TWO
BY BERMELLO AJAMIL & PARTNERS, INC.
February 4, 2014

SCOPE OF SERVICES

The scope is divided into six phases of work:

- Phase 1..... Task Kick Off Meeting
- Phase 2..... Design Development
- Phase 3..... Construction Documents 50%
- Phase 4..... Construction Documents 90% (Permit Set)
- Phase 5..... Construction Documents 100%
- Phase 6..... Bidding and Contractor Selection Assistance

Below is a detailed scope of the six phases.

PHASE 1 – TASK KICK OFF MEETING/PROJECT SET-UP

The purpose of this initial phase are:

- Prepare summary brief of project status to date;
- Confirm the City's vision for the park plan and plan components;
- Establish the organizational structure for project development and management;
- Review City requirements;
- Define and confirm Task 2 project boundaries and phasing strategy;
- Establish schedule and submittal dates;

During this initial phase, the following tasks will be conducted:

1.1 Project Status Summary Brief

B&A will prepare a summary brief of the Master Planning and Schematic Design efforts undertaken during the previous Task for the development of the Truman Waterfront Park.

1.2 Kick off Meeting

B&A will coordinate a kick-off meeting/workshop with the City staff and all key members from the BA team participating in Task Two. The kick off meeting will include:

- Introduction of the key personnel on the B&A team;
- Introduction of City staff involved with the project;
- A presentation by B&A of the summary brief reviewing the history of the Master Planning and Schematic Design effort. This presentation will be provided in powerpoint format;

- Develop and confirm a common understanding of the scope of work for Task Two and a submittal schedule;
- Confirmation of the City's and TWAB's project goals and objectives;
- Clarification of project management requirements (frequency of meetings, progress reports, and review periods and approvals);
- Discussion of outstanding design issues related to the plan;
- Site visit and walkthrough with key City staff

This meeting will require a full day of participation by most of the key City staff and consultants working on this next phase of the project.

1.3 Confirm Site Regulatory Requirements

B&A will work with the City to identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve the design of the Project.

1.4 Project Set-up

B&A will work with all team subconsultants to provide most up to date base plans and project drawings.

PHASE 2 – DESIGN DEVELOPMENT

The purposes of this phase are to:

- Establish the final program for the site plan in Phase 1 as indicated on Exhibit A;
- Refine Schematic Design concepts for specific park elements including the following items not yet detailed:
    - interactive water feature
    - playgrounds with canvas covering adjacent to interactive water feature
    - multi-purpose playfield with synthetic turf field
    - pedestrian bridge at Admiral's cut
    - pedestrian waterfront promenade
    - park signage, identification and wayfinding including:
        - entry feature statement\
        - vehicular wayfinding signage
        - pedestrian wayfinding signage
        - exercise trail marker design
        - fitness trail signs
        - information and park rules signage
    - lighting
- Confirm the parking area layouts, configurations and materials
    - Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and outline specifications. These drawings shall consist of:
        - Site geometry plan with all roadways, sidewalks and circulation areas
        - Paving, grading, and drainage plans

        - Water and sewer plans and appropriate details and outline specifications
        - Landscape plans, details and outline specifications
        - Tree disposition plans
        - Electrical layout, site lighting details and outline specifications
- Refine schematic design concepts for Horse Stable Building with input by facility operators and users. The preliminary program developed in the prior Master Plan Phase will be utilized as a base program and includes:
    - Building Footprint with +- 3,200 square feet.
    - Entry Roofed Porch.
    - Office Space with Storage Closet.
    - Accessible Unisex Restroom.
    - Tack Room.
    - Feed Room.
    - Hay Room.
    - Center Isle Area with High Roof.
    - Five Horse Stalls.
    - Deep Roofed Overhang along Horse Stalls side of Building.
    - Fenced Corral Area and Exercise Circle.
      (This scope assumes the Horse Stable building will be developed as a pre-manufactured structure).
    - Refine HARC approved plans for Horse Stable Building to incorporate systems, materials, finishes, and engineering
        a. Site plan with details, including fencing
        b. Floor, ceiling, and roof plans with lighting and electrical
        c. Sections and exterior elevations
        d. Enlarged interior plans, including restroom and stables
        e. Material selections
        f. Air conditioning and ventilation layout
        g. Structural design elements

The final Phase 2 plans will be presented to the City for review and comment. Included in this scope is one presentation to City Commission.

PHASE 3 THROUGH PHASE 5 – CONSTRUCTION DOCUMENTS TO 100%

Based on the final plans approved by the City in Phase 2, B&A will further develop and prepare design drawings for use in permitting and construction. B&A will review the plans with City staff at the 50%, 90% and 100% completion stage of the construction document phase. B&A will prepare all drawings necessary for submission to City/County agencies for review and approval. The City will route the construction plans through the City's permitting process prior to construction.

Based on the City approved Design Development plans and input from City agencies, B&A will incorporate changes and proceed with developing final detailed construction drawings to include:

- **LANDSCAPE:**
  - Tree disposition plan indicating all existing trees to be removed, protected or transplanted
  - Hardscape layout plans including pedestrian walkways, plaza areas and playground safety surfaces
  - Fencing layout plans, details, elevations and specifications
  - Planting plans, planting details and specifications
  - Site furniture plans and product specifications and details, including benches, waste receptacles, bicycle racks, drinking fountains etc.
  - Irrigation layout, details and materials schedule and specifications
  - Playground layout and design with product specifications and details
  - Playground shelter layout with wind load calculations (by manufacturer)
  - Exercise station layout with product specifications and details
  - Signage layout plans with details, elevations and specifications
  - Layout plan for interactive water feature

- **CIVIL:**
  - On-site geometry plan for location of roadway and site improvements including:
    - Roadway centerline geometry with bearings, curve data, vertical and horizontal profiles
    - Edge of pavement signature indicating curb type, edge type, etc...with details.
    - FEMA Flood Lines
    - Roadway striping and signage plans with supporting details.
    - Plans indicating handicap parking spaces, curbs, ramps and supporting details.
    - Layout data for all structures, structured spacing, setbacks, buffers
  - Stormwater calculations for use in permitting. Calculations will include on-site AdICPR modeling, storm pipe tabulations, pond specific calculations and pre/post reports.
  - Grading and Drainage Plans including:
    - FFE of all structures on site relative to crown of road and responsive to proposed grade changes.
    - Drainage basins, swales, and sub-surface conveyance systems including piping, structures, injection wells
    - Contours or spot elevations for all drainage improvements and roadways
    - Contours or spot elevations for all building pads, around all existing trees to remain and site finish grades.
    - Inverts, pipe sizes, pipe slopes, and other data relative to sub-surface conveyance systems.
  - Water and sewer plans depicting the proposed potable water, fire service and sanitary sewer collection system
  - Demolition plans indicating disposition of all existing site facilities, utilities and surface treatments

- **STRUCTURAL:**

- For the stable building only
  - Structural analysis, design and detailing
  - Foundation design and detailing
  - Structural notes, design criteria and design loads
  - Roof framing plan and detailing
  - Typical structural sections and details
  - Structural schedules
- Structural design, detailing and specifications for entry signage
- Structural design, plans, details and specifications for pedestrian bridge at Admiral's Cut.

- **ARCHITECTURAL:**
  - Plans for Stable Building to include:
    - Project Cover Sheet with all pertinent General Notes and Information.
    - Project Location Plan and Site Plan with Information and Details.
    - Floor Plan with Information Details
    - Reflected Ceilings Plans with Information and Details
    - Roof Plans with Information and Details.
    - Building Exterior Elevations and Sections with Information and Details.
    - Material Selections Schedules and Specifications.
    - Foundation and Floor Slab Plans with Information and Details.
    - Lighting and Electrical Plans with Information and Details.
    - Plumbing Plans and with I Information and Details.
    - Fencing around the Designated Areas with Final Information and Details.
  - Demolition plans for the PAL/Commissary Building (this Task will be fast tracked with Construction drawings to be completed by May 1, 2014).

- **MEP:**
  - Site electrical service and distribution plans
  - Parking lot lighting plans, details and lighting calculations to determine design illumination levels, lighting design to meet minimum local code requirements
  - Sports lighting plans for multi-purpose playing field
  - Pedestrian walkway lighting plans, details and lighting calculations to determine design illumination levels and fixture specifications
  - Mechanical, plumbing, and electrical with layout and specifications
  - Pump facility and filtration system layout, details and specifications for interactive water feature

B&A will provide the City with five (5) full sets of construction plans at the completion of each phase, 50%, 90% and 100% and one digital copy of the final approved plans.

PHASE 3 – CONSTRUCTION DOCUMENTS 50%

The 50% construction document submittal will include the full design development package of all project elements and outline specifications identifying major project construction materials and finishes. Consultant will also provide specific building and

element locations and overall dimensioning of project elements site wide. The plans will be provided to the City for review and comments. B&A will provide a detailed cost estimate of the plans at this phase. After all departments and staff have commented in writing on the plans, B&A will meet with City staff to review the comments and determine appropriate responses.

PHASE 4 – CONSTRUCTION DOCUMENTS 90% (PERMIT SET)

B&A will prepare a 90% complete set of Construction Documents for presentation to the City for review and to carry out a "Dry Run" permit procedure. B&A will provide an updated detailed cost estimate of the plans at this phase. The Construction Document Drawings will be complete except for changes and corrections as may be required by the City of Key West Building Department.

PHASE 5 – CONSTRUCTION DOCUMENTS 100%

B&A will prepare a 100% complete set of Construction Documents for presentation to the City based on the comments received from the City and the changes to the drawings required as per the City of Key West Building Department review.

PHASE 6 – BIDDING AND CONTRACTOR SELECTION ASSISTANCE

B&A will provide assistance for bidding and contractor selection services to the City of Key West after completion of the construction documents as noted below:

- Respond to bidder questions regarding project elements and clarification or interpretations of the bidding documents
- Preparation of addenda for distribution by the City
- Attendance at up to three pre-bid meetings with City and contractors
- Preparation of a bid tabulation list
- Attendance at bid opening
- Documentation of bidding results, (distribution of results by City)
- Evaluation of the bid tabulation with a recommendation for award based on bid values

PRICING

The following are the fees associated with the six phases of work:

Phase 1 – Kick Off Meeting/Project Set-up	$ 20,359.00	LS
Phase 2 – Design Development	$207,590.00	LS
Phase 3 – Construction Documents 50% Submittal	$233,847.00	LS
Phase 4 – Construction Documents 90% submittal	$191,391.00	LS
Phase 5 – Construction Documents 100% Submittal	$ 62,195.00	LS
Phase 6 – Bidding and Contractor Selection Assistance	$ 23,498.00	LS
SUB-TOTAL PROFESSIONAL FEES	**$738,880.00**	**LS**
*REIMBURSABLE EXPENSES (not to exceed amount)	$ 16,500.00	NTE
TOTAL ALL FEES	**$755,380.00**	

LS = Lump Sum Fee
NTE = Not to exceed, City will be billed at cost

NOTES:

*Reimbursable expenses are for B&A expenses only. Expenses for subconsultants are included in the fees for each phase. The reimbursable fees include an allowance for printing and reproduction, 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 will 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.

If new public facilities or buildings are incorporated into the park program, in addition to those illustrated in Phase 1 on Exhibit A, the fee structure will need to be adjusted. The fees do not include the design of a structure for the Amphitheater facility, the Community Center or renovation of Building 103.

Fees include attendance at up to eight TWAB/staff meetings by the B&A Project Manager, Randy Hollingworth and appropriate team members. Additional meetings will 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.

This proposal assumes Geotechnical testing will be paid for and provided by the City of Key West.

ITEMS NOT INCLUDED IN SCOPE:

1. Market studies
2. Aerials
3. Underground mapping
4. Geotechnical/soils testing (Task 1)
5. Underwater inspections
6. Underwater environmental mapping
7. Materials Testing
8. Additional areas of the site not within the boundaries as shown in project area Phase 1, on Exhibit A
9. Environmental Permitting for Footbridge at Admiral's Cut (Task 1)
10. Any permitting associated with wetland impacts, protected species, or hazardous materials
11. Additional site surveys
12. Any work associated with off-site utilities
13. Application fees for all permit submittals
14. Asbestos/mold abatement survey, documentation, and remediation
15. Construction contracting or administration during construction
16. Renovations to Building 103 including restrooms for the interactive water feature. City to provide prefab restrooms.
17. Amphitheater Facility or Community Center
18. Design of guardhouse or security facility for Navy Mole Pier entrance gate
19. Community meetings and/or presentations
20. Approval through the Planning Department is not included in this scope of work

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 services agreement. Such additional services, when requested in writing by the City, shall be performed at an hourly rate per the Design Professional rates. Additional Services are as defined in the AIA Document B101 – 2007 Edition – Standard Form of Agreement between Owner and Architect, Article 4 and include:

Providing services in connection with evaluating substitutions proposed by the contractor, and making subsequent revisions resulting therefrom are an additional service.

EXHIBIT A – PROJECT LIMITS FOR TASK 2 DEFINED BY PHASE 1

Truman Waterfront

Proposal for Professional Planning & Design Services
TASK TWO

TRUMAN WATERFRONT PARK

City of Key West, Florida

February 13, 2014

TRUMAN WATERFRONT PARK

PROPOSAL OF SERVICES FOR TASK TWO
BY BERMELLO AJAMIL & PARTNERS, INC.
February 13, 2014

SCOPE OF SERVICES

The scope is divided into six activities of work:

- Activity 1..... Kick Off Meeting/Project Set-up
- Activity 2..... Design Development
- Activity 3..... Construction Documents 50%
- Activity 4..... Construction Documents 90% (Permit Set)
- Activity 5..... Construction Documents 100%
- Activity 6..... Bidding and Contractor Selection Assistance

The following is a detailed scope of the six project activities.

ACTIVITY 1 – KICK OFF MEETING/PROJECT SET-UP

The purpose of this initial activity is to:

- Prepare summary brief of project status to date;
- Confirm the City's vision for the park plan and plan components;
- Establish the organizational structure for project development and management;
- Review City requirements;
- Define and confirm Work Order Task #2 project boundaries and phasing strategy;
- Establish schedule and submittal dates;

During this initial Activity, the following tasks will be conducted:

1.1 Project Status Summary Brief

B&A will prepare a summary brief of the Master Planning and Schematic Design efforts undertaken during Task #1 for the development of the Truman Waterfront Park.

1.2 Kick off Meeting

B&A will coordinate a kick-off meeting/workshop with the City staff and key members from the BA team participating in Task Two. The kick off meeting will include:

- Introduction of the key personnel on the B&A team;
- Introduction of City staff involved with the project;
- A presentation by B&A of the summary brief reviewing the history of the Master Planning and Schematic Design effort. This presentation will be provided in powerpoint format;

- Develop and confirm a common understanding of the scope of work for Task #2 and a submittal schedule;
- Confirmation of the City's and TWAB's project goals and objectives;
- Clarification of project management requirements (frequency of meetings, progress reports, and review periods and approvals);
- Discussion of outstanding design issues related to the plan;
- Site visit and walkthrough with key City staff and design team.

This meeting will require a full day of participation by key City staff and consultants working on Task #2. Team consultants not in attendance during the kick off meeting will participate via conference call.

1.3 Confirm Site Regulatory Requirements

B&A will work with the City to identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve the design of the Project.

1.4 Project Set-up

B&A will work with the team's subconsultants to provide most up to date base plans and project drawings.

ACTIVITY 2 – DESIGN DEVELOPMENT

The purposes of this activity are to:

- Establish the final program for the site plan in Phase 1 as indicated on Exhibit A;
- Refine Schematic Design concepts for specific park elements including the following items not yet detailed:
    - Interactive water feature
    - Playgrounds with canvas covering adjacent to interactive water feature
    - Synthetic turf multi-purpose playfield
    - Pedestrian bridge at Admiral's Cut
    - Pedestrian waterfront promenade
    - Park signage, identification and wayfinding including:
        - entry feature statement\
        - vehicular wayfinding signage
        - pedestrian wayfinding signage
        - exercise trail marker design
        - fitness trail signs
        - information and park rules signage
    - Site lighting
- Confirm the parking area layouts, configurations and surface materials
    - Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and outline specifications. The drawings shall consist of:
        - Site geometry plan with all roadways, sidewalks and circulation areas

        - Paving, grading, and drainage plans
        - Water and sewer plans and appropriate details and outline specifications
        - Landscape plans, details and outline specifications
        - Tree disposition plans
        - Electrical layout, site lighting details and outline specifications
- Refine schematic design concepts for Horse Stable Building with input by facility operators and users. The preliminary program developed in the prior Master Plan Phase will be utilized as a base program and includes:
    - Building Footprint with +- 3,200 square feet.
    - Entry Roofed Porch.
    - Office Space with Storage Closet.
    - Accessible Unisex Restroom.
    - Tack Room.
    - Feed Room.
    - Hay Room.
    - Center Isle Area with High Roof.
    - Five Horse Stalls.
    - Deep Roofed Overhang along Horse Stalls side of Building.
    - Fenced Corral Area and Exercise Circle.
      (This scope assumes the Horse Stable building will be developed as a pre-manufactured structure).
    - Refine HARC approved plans for Horse Stable Building to incorporate systems, materials, finishes, and engineering
        a. Site plan with details, including fencing
        b. Floor, ceiling, and roof plans with lighting and electrical
        c. Sections and exterior elevations
        d. Enlarged interior plans, including restroom and stables
        e. Material selections
        f. Air conditioning and ventilation layout
        g. Structural design elements

The final Activity 2 plans will be presented to the City for review and comment. Included in this scope is one presentation to City Commission.

ACTIVITY 3 THROUGH ACTIVITY 5 – CONSTRUCTION DOCUMENTS TO 100%

Based on the final plans approved by the City in Activity 2, B&A will further develop and prepare design drawings for use in permitting and construction. B&A will review the plans with City staff at the 50%, 90% and 100% completion stage of the construction document activity. B&A will prepare all drawings necessary for submission to City/County agencies for review and approval. The City will route the construction plans through the City's permitting process prior to construction.

Based on the City approved Design Development plans and input from City agencies, B&A will incorporate changes and proceed with developing final detailed construction drawings to include:

- **LANDSCAPE:**
  - Tree disposition plans indicating all existing trees to be removed, protected or transplanted
  - Hardscape layout plans including pedestrian walkways, plaza areas and playground safety surfaces
  - Fencing layout plans, details, elevations and specifications
  - Planting plans, planting details and specifications
  - Site furniture plans and product specifications and details, including benches, waste receptacles, bicycle racks, drinking fountains etc.
  - Irrigation layout, details and materials schedule and specifications
  - Playground layout and design with product specifications and details
  - Playground shelter layout with wind load calculations (by manufacturer)
  - Exercise station layout with product specifications and details
  - Signage layout plans with details, elevations and specifications
  - Layout plan for interactive water feature

- **CIVIL:**
  - On-site geometry plan for location of roadway and site improvements including:
    - Roadway centerline geometry with bearings, curve data, vertical and horizontal profiles
    - Edge of pavement signature indicating curb type, edge type, etc...with details.
    - FEMA Flood Lines
    - Roadway striping and signage plans with supporting details.
    - Plans indicating handicap parking spaces, curbs, ramps and supporting details.
    - Layout data for all structures, structured spacing, setbacks, buffers
  - Stormwater calculations for use in permitting. Calculations will include on-site AdICPR modeling, storm pipe tabulations, pond specific calculations and pre/post reports.
  - Grading and Drainage Plans including:
    - FFE of all structures on site relative to crown of road and responsive to proposed grade changes.
    - Drainage basins, swales, and sub-surface conveyance systems including piping, structures, injection wells
    - Contours or spot elevations for all drainage improvements and roadways
    - Contours or spot elevations for all building pads, around all existing trees to remain and site finish grades.
    - Inverts, pipe sizes, pipe slopes, and other data relative to sub-surface conveyance systems.
  - Water and sewer plans depicting the proposed potable water, fire service and sanitary sewer collection system

- Demolition plans indicating disposition of all existing site facilities, utilities and surface treatments

- **STRUCTURAL:**
  - For the horse stable building only
    - Structural Design Criteria and notes for final building design
    - Foundation design, schedules and detailing (based on geotechnical recommendations from geotechnical engineer)
    - Ground floor concrete slab and anchoring coordination for a pre-fabricated building
    - Specification sections related to foundation and concrete slab components
    - Review and coordination of signed and sealed shop drawings from pre-fabricated building manufacturer
    - Review and comments of structural calculations from the pre-fabricated building manufacturer.
  - Structural design, detailing and specifications for entry signage
  - Structural design, plans, details and specifications for pedestrian bridge at Admiral's Cut.

- **ARCHITECTURAL:**
  - Plans for Stable Building to include:
    - Project Cover Sheet with all pertinent General Notes and Information.
    - Project Location Plan and Site Plan with Information and Details.
    - Floor Plan with Information Details
    - Reflected Ceilings Plans with Information and Details
    - Roof Plans with Information and Details.
    - Building Exterior Elevations and Sections with Information and Details.
    - Material Selections Schedules and Specifications.
    - Foundation and Floor Slab Plans with Information and Details.
    - Lighting and Electrical Plans with Information and Details.
    - Plumbing Plans and with I Information and Details.
    - Fencing around the Designated Areas with Final Information and Details.
  - Demolition plans for the PAL/Commissary Building (this Activity will be fast tracked with Construction drawings to be completed by May 1, 2014).

- **MEP:**
  - Site electrical service and distribution plans
  - Parking lot lighting plans, details and lighting calculations to determine design illumination levels, lighting design to meet minimum local code requirements
  - Sports lighting plans for multi-purpose playing field
  - Pedestrian walkway lighting plans, details and lighting calculations to determine design illumination levels and fixture specifications

- Mechanical, plumbing, and electrical with layout and specifications
- Pump and filtration system layout, details and specifications for interactive water feature

B&A will provide the City with five (5) full sets of construction plans at the completion of each activity, 50%, 90% and 100% and one digital copy of the final approved plans.

ACTIVITY 3 – CONSTRUCTION DOCUMENTS 50%

The 50% construction document submittal will include the full design development package of all project elements and outline specifications identifying major project construction materials and finishes. Consultant will also provide specific building and element locations and overall dimensioning of project elements site wide. The plans will be provided to the City for review and comments. B&A will provide a detailed cost estimate of the plans at this phase. After all departments and staff have commented in writing on the plans, B&A will meet with City staff to review the comments and determine appropriate responses.

ACTIVITY 4 – CONSTRUCTION DOCUMENTS 90% (PERMIT SET)

B&A will prepare a 90%, complete set of Construction Documents for presentation to the City for review and to carry out a "Dry Run" permit procedure. B&A will provide an updated detailed cost estimate of the plans for this activity. The Construction Document Drawings will be complete except for changes and corrections as may be required by the City of Key West Building Department.

ACTIVITY 5 – CONSTRUCTION DOCUMENTS 100%

B&A will prepare a 100%, complete set of Construction Documents for presentation to the City based on the comments received from the City and the changes to the drawings required as per the City of Key West Building Department review.

ACTIVITY 6 – BIDDING AND CONTRACTOR SELECTION ASSISTANCE

B&A will provide assistance for bidding and contractor selection services to the City of Key West after completion of the construction documents as noted below:

- Respond to all bidder questions regarding project elements and clarification or interpretations of the bidding documents for duration of bid period.
- Preparation of addenda for distribution by the City
- Attendance at up to two pre-bid meetings with City and Contractors
- Preparation of a bid tabulation list
- Evaluation of the bid pricing, solicitation compliance and verification of Contractor experience and capabilities for the submitted and qualified Contractor bids.

- Based on criteria established by the City, B&A will provide a suggested recommendation for the bid award.

PRICING

The following are the fees associated with the six work activities:

Activity 1 – Kick Off Meeting/Project Set-up	$ 16,330.00	LS
Activity 2 – Design Development	$207,595.00	LS
Activity 3 – Construction Documents 50% Submittal	$233,830.00	LS
Activity 4 – Construction Documents 90% submittal	$191,375.00	LS
Activity 5 – Construction Documents 100% Submittal	$ 62,195.00	LS
Activity 6 – Bidding and Contractor Selection Assistance	$ 19,605.00	LS
SUB-TOTAL PROFESSIONAL FEES	**$730,930.00**	**LS**
*REIMBURSABLE EXPENSES (not to exceed amount)	$ 16,500.00	NTE
TOTAL ALL FEES	**$747,430.00**	

LS = Lump Sum Fee
NTE = Not to Exceed Fee, City will be billed at cost

That portion of the lump sum fees (above) associated with the design of the horse stable building is $81,000.00. This work includes architectural, civil, structural, MEP and landscape design fees.

NOTES:

*Reimbursable expenses are for B&A expenses only. Expenses for subconsultants are included in the fees for each activity. The reimbursable fees include an allowance for printing and reproduction, 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 will 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.

If new public facilities or buildings are incorporated into the park program, in addition to those illustrated in Phase 1 on Exhibit A, the fee structure will be adjusted. The fees do not include the design of a structure for the Amphitheater facility, the Community Center, renovation of Building 103, public restrooms or construction administration/oversight.

Fees include attendance at up to eight TWAB/staff meetings by the B&A Project Manager, Randy Hollingworth and appropriate team members. Additional meetings will 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. Market studies
2. Aerials
3. Underground mapping
4. Geotechnical/soils testing (Task 1)
5. Underwater inspections
6. Underwater environmental mapping
7. Materials Testing
8. Additional areas of the site not within the boundaries as shown in project area Phase 1, on Exhibit A
9. Environmental Permitting for Footbridge at Admiral's Cut (Task 1)
10. Any permitting associated with wetland impacts, protected species, or hazardous materials
11. Additional site surveys
12. Any work associated with off-site utilities
13. Application fees for all permit submittals
14. Asbestos/mold abatement survey, documentation, and remediation
15. Construction contracting or administration during construction
16. Renovations to Building 103 including restrooms for the interactive water feature. (City to provide prefab restrooms)
17. Amphitheater Facility, Community Center or Public Restrooms
18. Design of guardhouse or security facility for Navy Mole Pier entrance gate
19. Approval through the Planning Department is not included in Task 2. This work is included in the original Task 1 scope.
20. Preparation of bid tabulation list
21. Attendance by B&A staff at bid opening
22. Documentation of bidding results

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 services agreement. Such additional services, when requested in writing by the City, shall be performed at an hourly rate per the Design Professional rates. Additional Services are as defined in the AIA Document B101 – 2007 Edition – Standard Form of Agreement

between Owner and Architect, Article 4 and include:

Providing services in connection with evaluating substitutions proposed by the contractor, and making subsequent revisions resulting therefrom are an additional service.

EXHIBIT A – PHASE 1 PROJECT LIMITS

Permar Odefrom

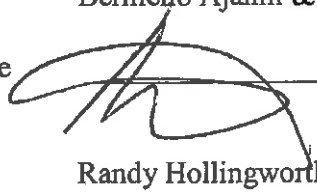
Architecture
Engineering
Planning
Interior Design
Landscape Architecture

www.bermellusamd.com

Truth of Negotiation Certificate

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the City of Key West Naval Properties Local Redevelopment Authority (LRA) in support of Task Order 2 for the Truman Waterfront Phase 1 Design is accurate, complete, and current as of February 6, 2014. This certification is in accordance with Paragraph 5.1.1.4 of the Agreement between the Firm and the LRA dated October 28, 2011.

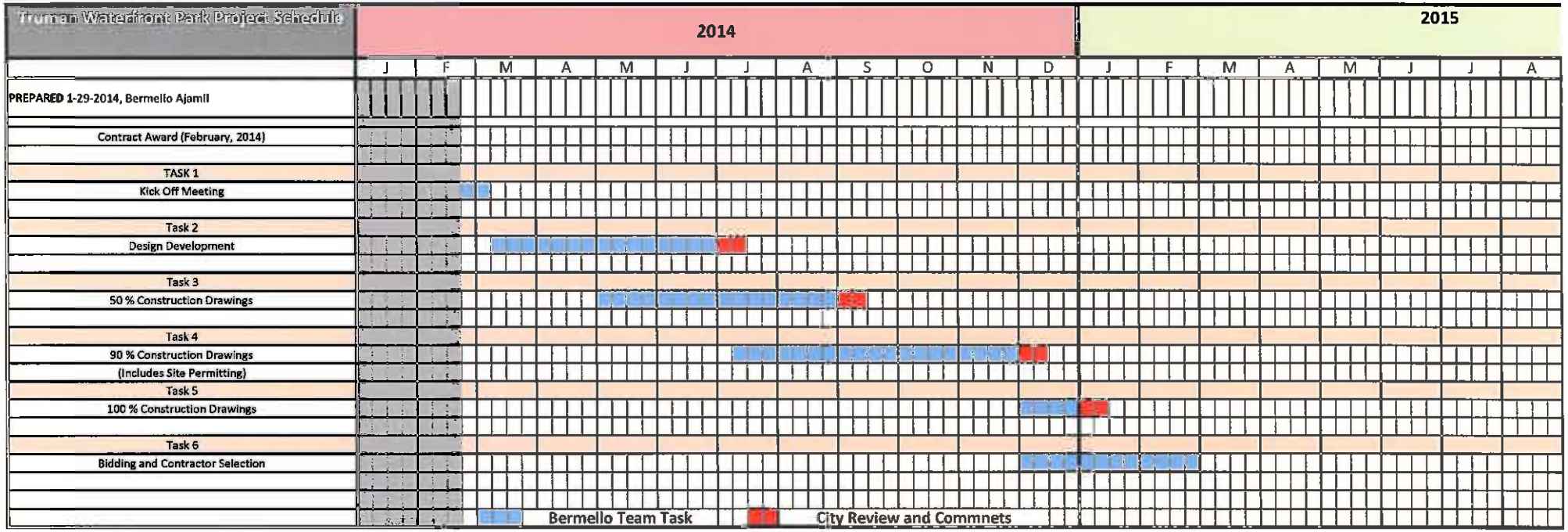
Firm Bermello Ajamil & Partners, Inc.

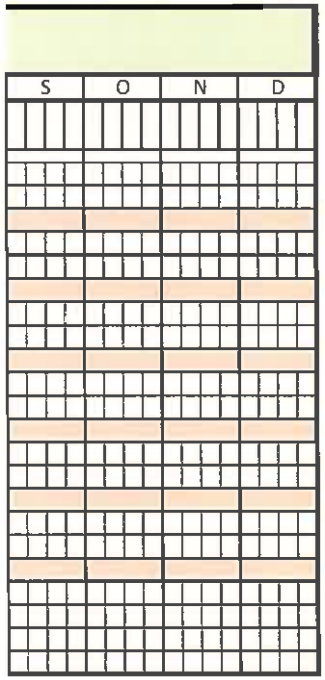
Signature 

Name Randy Hollingworth

Title Vice President

Date of Execution February 10, 2014


Truman Waterfront Park Project Schedule
2014
2015
J F M A M J J A S O N D J F M A M J J A
PREPARED 1-29-2014, Bermello Ajamil
Contract Award (February, 2014)
TASK 1
Kick Off Meeting
Task 2
Design Development
Task 3
50 % Construction Drawings
Task 4
90 % Construction Drawings
(Includes Site Permitting)
Task 5
100 % Construction Drawings
Task 6
Bidding and Contractor Selection
Bermello Team Task
City Review and Commnets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TRUMAN WATERFRONT PARK
PHASE 1 PRELIMINARY ESTIMATE OF PROBABLE COST AND CONSULTANT DESIGN FEE EVALUATION

Truman Waterfront Park Phase I - Revised 03.03.2014

Direct Cost of Work						
Demolition			$1,136,998			
Landscapping & Irrigation			$3,415,470			
Roadways & Pavements			$3,895,916			
Multi-Purpose Center			$3,000,000			
Site Improvements			$3,644,945			
Site Lighting			$2,341,132			
Site Utilities			$1,478,738			
Subtotal		$18,913,199				
General Contractor Fees	15%		$2,836,980			
Subtotal			$21,750,179			
Value Engineering Deductions/Competitive Bid	-8%		-$1,740,014			
Total Construction Cost Estimate			$20,010,165			
Estimated Probable Cost Range (-10% to +15%)			**$18,009,148**	**to**	**$23,011,689**	
	Say		**$18,000,000**	**to**	**$23,000,000**	
BA Consultant Fee					% of Total Fee	% of Project
Task 1 Fee			$413,900		28.6%	30%
Task 2 Fee			$1,034,365		71.4%	70%
			$1,448,265		100.0%	100.0%
BA Consultant Fee as % of Construction Cost:	**$23,000,000**		6.30%			

Florida Department of Management Services Fee Guidence Range: 6.10% to 6.46% of construction cost

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services

Version Posted: March 2012

Project Name:							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
$ 23,000,000	6.81%	6.46%	7.35%	6.10%	5.76%	5.42%	6.13%
CALCULATED FEE	$1,565,883	$1,485,138	$1,690,472	$1,402,880	$1,325,588	$1,246,843	$1,409,044

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals

"B" - MORE THAN AVERAGE COMPLEXITY Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F"- CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

"G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding $1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

-Feasibility Studies/ Analysis
-Facility Programming
-Master Planning
-Soils Investigations/Reports
-Surveys -Topographic/Boundary
Vegetation/Improvements/Utilities
-Measured Drawings of Existing Facilities
-Existing Facilities Analysis
-Toxic Substance Mitigation Surveys and Consultation
-Site Environmental Assessments
-Site DRI, PUD, Site Plan Review and/or Zoning Modifications
-Traffic Analysis and Traffic Signal Warrant Studies
-Civil Engineering Design including Paving/Grading/Utilities
/Drainage/Stormwater Management/Environmental & All Site Permitting
-Existing Site Utility Infrastructure Improvements
-Site Lighting Design
-Landscape Architectural & Irrigation Design
-Specialty Consultants
Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
-Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis
-LEED Consultation
-Graphic and Signage Design
-Special Code Reviews including ACHA
-Detailed Cost Estimates
-Documents Prepared For:
-Alternate Bids Exceeding Contract Scope
-Excessive Change Orders
-Multiple Construction Contracts
-Record Documents/As Builts
-Prolonged Construction Contract Administration Services
-Structural Threshold Inspections
-Project Representation During Construction Beyond Bi-Monthly Administration
-Additional Construction Contract Administration Services for Multiple Contracts
-Building Commissioning and Training Services
-Post Occupancy Inspections/ Evaluations
-Renderings/ Models
- Substantive Changes to Scope, Size or Complexity
-Owner Requested Changes to Approved Documents
-Reimbursable Expenses*
Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

FIRM: Bermello Ajamil FEE BUDGET prepared (w com ctr.) 3-3-14 Truman Waterfront Park TASK 2 City of Key West, Florida		B&A Landscape Architecture											
TASKS		Principal		Project Manager		Landscape Architect		Landscape Designer/Planner		Clerical		B&A TOTAL Hours and Fees	
		HRS	$250 RATE/HR	HRS	$170 RATE/HR	HRS	$150 RATE/HR	HRS	$105 RATE/HR	HRS	$50 RATE/HR	HOURS SUBTOTAL	FEE SUBTOTAL
PHASE 1	Kick off Meeting/Setup												
	Kick Off Meeting/Workshop	1	$250	6	$1,020	3	$450	2	$210	4	$200	16	$2,130
PHASE 2	Design Development												
	Design Development	9	$2,250	186	$31,620	330	$49,500	366	$38,430	22	$1,100	913	$122,900
PHASE 3	Construction Document 50%												
	50% Submission	9	$2,250	163	$27,710	184	$27,600	277	$29,085	17	$850	650	$87,495
PHASE 4	Construction Document 90%												
	90% Submission	7	$1,750	116	$19,720	194	$29,100	258	$27,090	21	$1,050	596	$78,710
PHASE 5	Construction Document 100%												
	100% Submission	6	$1,500	29	$4,930	60	$9,000	88	$9,240	6	$300	189	$24,970
PHASE 6	Bidding and Contractor Selection Assistance												
	Bidding and Contractor Selection Assistance	1	$250	13	$2,210	9	$1,350	4	$420	4	$200	31	$4,430
BASE SCOPE OF SERVICES SUBTOTAL		33	$8,250	513	$87,210	780	$117,000	995	$104,475	74	$3,700	2395	$320,635
ESTIMATED EXPENSES													
SCOPE OF SERVICES TOTAL													

FIRM: Bermello Ajamil FEE BUDGET prepared (w com ctr.) 3-3-14 Truman Waterfront Park TASK 2 City of Key West, Florida		B&A Architecture											
TASKS		Principal		Project Manager		Senior Architect		Senior Cadd Technician		Clerical		B&A TOTAL Hours and Fees	
		HRS	$250 RATE/HR	HRS	$170 RATE/HR	HRS	$150 RATE/HR	HRS	$90 RATE/HR	HRS	$50 RATE/HR	HOURS SUBTOTAL	FEE SUBTOTAL
PHASE 1	Kick off Meeting/Setup												
	Kick Off Meeting/Workshop	1	$250	7	$1,190	6	$900	8	$720	2	$100	24	$3,160
PHASE 2	Design Development												
	Design Development	3	$750	96	$16,320	159	$23,850	232	$20,880	15	$750	505	$62,550
PHASE 3	Construction Document 50%												
	50% Submission	1	$250	55	$9,350	206	$30,900	158	$14,220	10	$500	430	$55,220
PHASE 4	Construction Document 90%												
	90% Submission	1	$250	63	$10,710	157	$23,550	167	$15,030	6	$300	394	$49,840
PHASE 5	Construction Document 100%												
	100% Submission	3	$750	40	$6,800	129	$19,350	129	$11,610	3	$150	304	$38,660
PHASE 6	Bidding and Contractor Selection Assistance												
	Bidding and Contractor Selection Assistance	0	$0	7	$1,190	22	$3,300	10	$900	3	$150	42	$5,540
BASE SCOPE OF SERVICES SUBTOTAL		9	$2,250	268	$45,560	679	$101,850	704	$63,360	39	$1,950	1699	$214,970
ESTIMATED EXPENSES													
SCOPE OF SERVICES TOTAL													

FIRM: Bermello Ajamil FEE BUDGET prepared (w com ctr.) 3-3-14 Truman Waterfront Park TASK 2 City of Key West, Florida		B&A Bridge Structural						DDA	HNGS	PEREZ ENGINEERING	US Cost	Tom Gaubatz	N DiDomizio	Aquadynamics	
TASKS		Structural Engineer		JB Engineer		B&A TOTAL Hours and Fees		Structural	MEP	Civil	Cost Estimates	Signage and Wayfinding	Irrigation Design	Fountain Design	TOTALS
		HRS	$150 RATE/HR	HRS	$90 RATE/HR	HOURS SUBTOTAL	FEE SUBTOTAL	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	FEE BY TASK
PHASE 1	Kick off Meeting/Setup														
	Kick Off Meeting/Workshop	6	$1,020	4	$360	10	$1,380	$2,400	$1,000	$2,980	$200	$1,000	$1,000	$1,200	$10,450
PHASE 2	Design Development														
	Design Development	24	$4,080	44	$3,960	68	$8,040	$6,000	$29,450	$40,460	$0	$16,400	$500	$4,500	$290,800
PHASE 3	Construction Document 50%														
	50% Submission	32	$5,440	45	$4,050	77	$9,490	$14,540	$34,735	$57,580	$24,600	$13,300	$3,620	$8,800	$309,380
PHASE 4	Construction Document 90%														
	90% Submission	25	$4,250	42	$3,780	67	$8,030	$10,670	$21,545	$52,040	$17,800	$14,000	$4,060	$6,300	$262,995
PHASE 5	Construction Document 100%														
	100% Submission	18	$3,060	46	$4,140	64	$7,200	$6,780	$8,630	$14,680	$900	$2,000	$3,720	$5,500	$113,240
PHASE 6	Bidding and Contractor Selection Assistance														
	Bidding and Contractor Selection Assistance	4	$680	15	$1,350	19	$2,030	$1,500	$1,000	$2,300	$400	$900	$300	$1,200	$19,600
	BASE SCOPE OF SERVICES SUBTOTAL	109	$18,530	196	$17,640	305	$36,170	$41,890	$96,560	$170,040	$43,900	$47,600	$13,200	$27,500	$1,012,465
	ESTIMATED EXPENSES														$21,900
	SCOPE OF SERVICES TOTAL														$1,034,365

PROPOSED PHASE 1