

RESOLUTION NO. 16-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A TASK ORDER FOR BERMELLO AJAMIL AND PARTNERS, INC. FOR DESIGN OF A NEW BATHROOM FACILITY AT SMATHERS BEACH IN THE AMOUNT OF \$27,480.00; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 14-307, the City Commission awarded Bermello, Ajamil & Partners a contract to provide General Architectural Services for the City; and

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

Section 1: That the attached Task Order for Bermello Ajamil and Partners, Inc. for Design of a New Bathroom Facility at Smathers Beach, in the amount of \$27,480.00, is hereby approved.

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

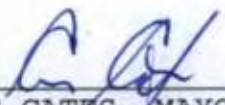
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of March, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of March, 2016.

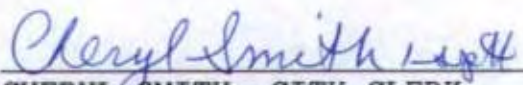
Filed with the Clerk on March 2, 2016.

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



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Janet Muccino, Project Manager

CC: Rod Delostrinos, Community Services Director
John Paul Castro, Utilities Director

DATE: February 4, 2016

RE: **Approving a Task Order to Bermello, Ajamil & Partners, Inc. for the design of Smathers Beach Bathroom**

ACTION STATEMENT

Approving a Task Order to Bermello, Ajamil & Partners for design a new bathroom facility on Smathers Beach in the amount of \$27,480

BACKGROUND

The Community Services Department requested Engineering Services pursue the design of a new bathroom facility to be located across South Roosevelt from the Sheridan Suites.

Engineering Services requested a task order proposal from Bermello, Ajamil & Partners (BA) to design the new bathroom facility. BA is currently under contract with the City for General Architectural Services by Resolution 14-307.

A copy of the proposal in the amount of \$27,480, dated February 4, 2016, is attached. The proposal includes architecture, geotechnical investigation, sanitary sewer connection design and landscaping. The \$27,480 design fee is consistent with the fee for BA to design a similar facility at the Truman Waterfront Park.

PURPOSE AND JUSTIFICATION

The existing bathrooms at Smathers Beach are in poor condition and require replacement and/or significant repair. Additionally, the existing bathroom building is in a location that is not easily accessible to the majority of beach-goers.

The construction of a new bathroom facility is consistent with Key West Strategic Plan Infrastructure Goal #3, Parks and recreation areas are accessible to all residents and visitors.

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

FINANCIAL ISSUES

Fiscal Year 2015/16 budget includes \$50,000 for design of the Smathers Beach bathroom facility from fund 101-7201-572-6200 (Project No. IS72011602). In addition, the District 1 Advisory Committee (DAC 1) recommended the Monroe County Tourist Development Council (TDC) reimburse the City at a 50% match of up to \$225,000 for construction of the facility.

RECOMMENDATION

Staff recommends approving a Task Order to Bermello, Ajamil & Partners to design a new bathroom facility on Smathers Beach in the amount of \$27,480.



Bermello Ajamil & Partners, Inc.

February 4th 2016

Jim Bouquet, City Engineer
City of Key West
3140 Flagler Avenue
Key West, FL 33040

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

sent via e-mail / PDF file

Re: Scope and Fee Proposal –Bathroom Pavilion @ Smathers Beach, Key West

Dear Jim:

As requested, the following is our professional services for the transplanting of the bathroom pavilion at Truman Waterfront Park to be located at Smathers Beach.

A. PROJECT DESCRIPTION

The following scope and fee proposal is for professional services of the current design of the Truman Waterfront Park "Bathroom Pavilion" to be transplanted to Smathers Beach. The overall design of the bathroom will not change; access, pathways, utility connection / civil related issues specific to the proposed site location at Smathers Beach will be engineered. The scope also includes a new pump station across the street for the new bathroom. Once the geo-technical / soils report is completed, it will be confirmed if the current foundation design does not need major changes or be re-engineered. For purposes of this scope and fee proposal, it is assumed no major foundation changes are required.

The bathroom pavilion is +/- 894 square foot and includes (1) one toilet and (2) urinals plus two sinks for men's and (3) three toilets and (2) two sinks for women; of which one shall be ADA handicap compliant for each. The Pavilion includes a janitor's closet and small electrical closet. The bathroom is naturally ventilated and includes an (ADA compliant) drinking fountain at the entry vestibule. The entry opening has an overhead coiling gate (above) to lock-up the facility during closing beach hours. Based on the current information provided by the city, it is our understanding that the location of the bathroom pavilion is beyond the minimum 50'-0" setback from the Mean Low Water line.



B. SCOPE OF WORK / Phase

The scope of work for the bathroom pavilion shall include the following disciplines broken down into (1) one phase; Phase 1 – Construction Documents:

Architecture

- Signing and sealing Arch drawings for the new site
- Coordination with subs based on the new site conditions specific to Smathers Beach
- Project management with the city and design team

Structural Engineering

- Signing and sealing Structural Engineering drawings for the new site
- Coordination with subs based on the new site conditions specific to Smathers Beach

Mechanical Electrical and Plumbing Engineering

- Signing and sealing MEP Engineering drawings for the new site
- Coordination with subs based on the new site conditions specific to Smathers Beach
- Power / electrical coordination and required connections per site conditions
- Water and Sewer coordination and required connections per site conditions

Civil Engineering

- Signing and sealing Civil Engineering drawings for the new site
- Utility design and hook-up per existing conditions and requirements for bathroom
- New Sanitary pump station design and new water service / meter
- Coordination with FDOT for work on Roosevelt Boulevard
- Coordination with subs based on new site condition specific to Smathers Beach

Soils Engineering

- One Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 35 feet at each location; (1) one at the proposed bathroom site and (1) one at the proposed a pump station site.
- Soil samples will yield an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed construction. Tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site.
- The engineering report will include graphic logs of the test borings and a test boring location plan.

Phase 1 – CONSTRUCTION DOCUMENTS & SPECIFICATIONS

The current drawings shall be modified to accommodate the new location at Smathers Beach. The Construction documents shall be prepared as required for the building department approval / building permit and construction (in the standard practice of drawings and specifications).

C. DELIVERABLES

The following is a summary of the deliverables to be provided to the city:

- Soils Report
- Contract Documents for Permit and Construction
- Specifications

D. COMPENSATION

B&A will be compensated for the work outlined in this proposal on a lump sum basis for Phase 1, as per the terms and conditions Pursuant to Agreement between the City of Key West and B&A. The total lump sum cost for performing Phase 1 outlined in the Scope of Work above is \$27,480. The cost breakdown per discipline is as follows:

SMATHERS BEACH BATHROOM PAVILION		B&A Architecture & Project Management										IGA	INCP	PEREZ ENGINEERING	HUTTING ENGINEERING	TOTALS		
City of Key West, Florida												Structural	INCP	CivE	Soils / Geo- Technical	TOTALS		
PHASES	CD's	Principal		Project Manager		Senior Architect		Senior CAD Technician		Clerical		B&A TOTAL Hours and Fees		Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Lump Sum Fee	Fee By Phase
		HRS	RATE/HR	HRS	RATE/HR	HRS	RATE/HR	HRS	RATE/HR	HRS	RATE/HR	HOURS	FEES					
PHASE 1	CD's	0	\$0	16	\$3,200	16	\$2,800	16	\$1,360	0	\$0	48	\$7,360	\$4,000	\$1,850	\$10,620	\$1,650	\$27,680
BASE SCOPE OF SERVICES SUBTOTAL (does not include expenses)		0	\$0	16	\$3,200	16	\$2,800	16	\$1,360	0	\$0	48	\$7,360	\$4,000	\$1,850	\$10,620	\$1,650	\$27,680

E. ESTIMATED SCHEDULE

B&A will start begin immediately after receiving the notice to proceed from the City. The breakdown of estimated time required for B&A is as follows:

Phase 1

2 months

F. EXCLUSIONS

The following is not included in this scope and fee proposal:

- Any design changes beyond the current Truman Waterfront Park Bathroom Pavilion Design
- All "Out of Pocket" Reimbursable & travel expenses
- Any design related approvals board, committee, etc. with the City of Key West beyond the Key West Building Department for Permit.
- Any work beyond the preparation of the phase 1 work as defined above
- Landscape Design, Architecture, plantings and any hardscapes beyond a single pathway to bathroom entry from existing adjacent ramp and stairs
- Boundary / Site Survey (to be provided by the city)
- Cost estimating
- Construction Administration Services
- LEED / Green Building Design Certification (project not applicable)
- Additional Soils Engineering related work (if needed although not expected)
 - Pile monitoring - \$65.00/hour
 - Proctors - \$100.00/test
 - Density tests - \$25.00/test (5 min/trip)
 - Concrete cylinders - \$75.00/set
 - Trip charge - \$50.00/ea. (if required)
 - Bearing capacity completion letter - \$125.00

- Clerical/Admin. - \$40.00/hour
- Principal Engineer - \$125.00/hour

The entire design team looks forward to the continued collaboration with you and City Staff. We very much appreciate the opportunity to provide Design, Architecture and Engineering services to you and the City of Key West.

Warmest personal regards,



SCOTT A BAKOS

Partner | Design | Architecture

900 SE 3rd Avenue, Suite 203

Fort Lauderdale, FL 33316

305.989.9953 – iPhone

954.627.5109 – Direct Office

www.bermellojamil.com

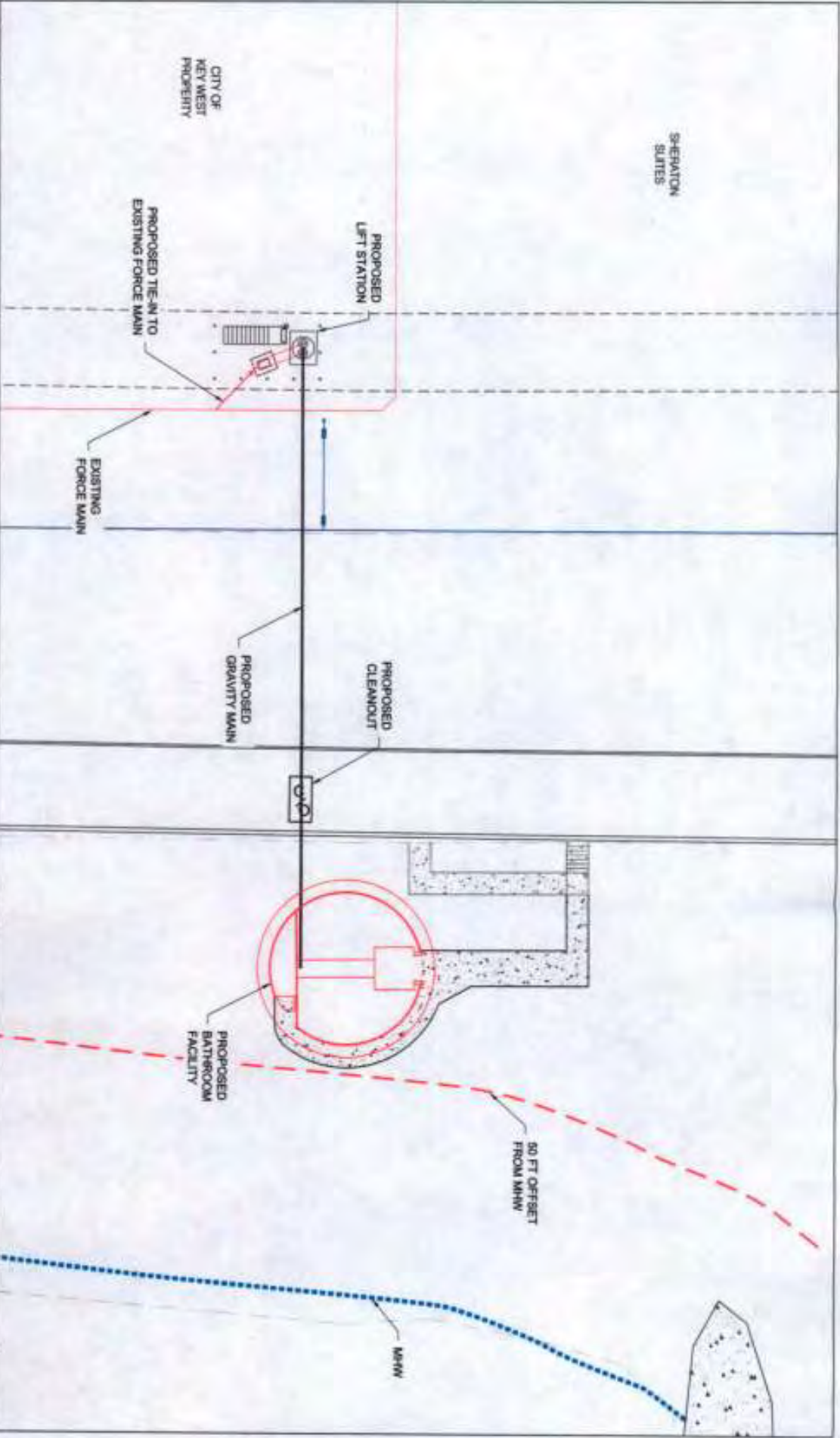


City of Key West
 Engineering Services
 2132 Flagler Avenue, Key West, FL 33041

SCALE 1" = 20'

RESTROOM AND PUMP STATION
 SMATHERS BEACH

JLJ
 AS NOTED
 12/29/15
 1 of 1



SHERATON
SUITES

50 FT OFFSET
FROM MHW

MHW

PROPOSED
LIFT STATION

CITY OF
KEY WEST
PROPERTY

PROPOSED TIE-IN TO
EXISTING FORCE MAIN

D
M



City of Key West

Engineering Services
3132 Flagler Avenue, Key West, FL 33040

AND PUMP STATION

HERS BEACH

DRAWN	JTJ
SCALE	AS NOTED
DATE	12/29/15
SHEET	1 of 1

RESOLUTION NO. 14-307

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING AND AWARDING CONTRACTS ON A TASK ORDER BASIS FOR GENERAL ARCHITECTURAL SERVICES IN RESPONSE TO RFQ NO. 14-002; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a request for Qualifications for firms capable of providing general architectural services; and

WHEREAS, a ranking committee composed of city staff reviewed the seven (7) responses to the RFQ for a General Architectural Services Consultant, and determined that five (5) firms are particularly qualified, and the City wishes to engage each one on a Task Order basis;

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

Section 1: That the top five responses in response to RFQ No. 14-002, for general architectural services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Synalovski Romanik Saye
- (2) Bermello Ajamil and Partners, Inc.
- (3) William P. Horn Architect, P.A.
- (4) Bender and Associates, Architects, P.A.
- (5) AMEC

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts on a task-order basis with each of the five top-ranked companies, upon advice and consent of the City Attorney.

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

Passed and adopted by the City Commission at a meeting held
this 21st day of October, 2014.

Authenticated by the Presiding Officer and Clerk of the
Commission on 22nd day of October, 2014.

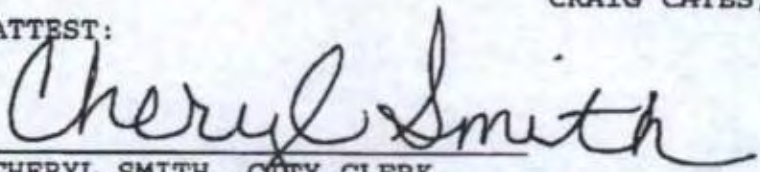
Filed with the Clerk on October 22, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Absent</u>
Commissioner Billy Wardlow	<u>No</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>No</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Devon Steckly, Senior Project Manager
 Michael Vieux, Senior Construction Manager
 James Bouquet, Engineering Director
 Don Craig, Planning Director

DATE: September 12, 2014

RE: Approving ranking of firms submitting responses to Request for Qualifications (RFQ) No. 14-002 General Architectural Services

ACTION STATEMENT:

Approving staff ranking of firms submitting responses to RFQ 14-002: General Architectural Services and authorizing City Manager to negotiate and pursuant to legal review enter into contracts with the five (5) architectural firms.

BACKGROUND:

To increase the service specialty diversification and quantity of architectural firms currently under General Architectural Services agreements (Resolution 12-220), the City issued RFQ No. 14-002: General Architectural Services on March 22, 2014. Qualification packages were received on April 23, 2014. The City received seven (7) responses to the RFQ from the following firms:

- Bender and Associates, Architects, P.A.
- AMEC
- Bermillo Ajamil and Partners, Inc.
- William P. Horn Architect P.A.
- Synalovski Romanik Saye
- Jorge L. Hernandez Architect
- K2M Design

Responsive firms' proposals are attached.

June 20, 2014, a selection committee of City Staff met at a publicly advertised meeting to present qualification rankings of the seven firms submitting qualifications in response to the RFQ. Selection committee qualification rankings are attached for review.

EXECUTIVE SUMMARY

Key to the Caribbean - Average yearly temperature 77 F.

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

- (1) Synalovski Romanik Saye
- (2) Bermillo Ajamil and Partners, Inc.
- (3) William P. Horn Architect, P.A.
- (4) Bender and Associates, Architects, P.A.
- (5) AMEC

Of the five firms, only William P. Horn Architect, P.A. (WPH) currently has a General Architectural Services agreement under Resolution 12-220. Resolution 12-220 is attached. Agreements associated with this Resolution expire in August 2015.

As multiple City departments simultaneously manage projects of all sizes and service specialty diversifications, the City typically prefers to contract with multiple firms to address the workload. These five recommended firms will provide the City with the necessary diversity in areas such as service area specialty, size/capacity, and local presence to address anticipated needs with future projects.

The term of contracts shall be for a period of three (3) years with the option of one (1) two (2) year renewal.

OPTIONS:

There are three (3) options:

1. Accept the rankings of Staff and authorize City Manager to negotiate, and pursuant to legal review, enter into a contract with one or all of the five short-listed firms;
2. Modify Staff ranking and authorize City Manager to negotiate, and pursuant to legal review, enter into a contract with one or all of the firms of the modified ranking;
3. Do not expand the current pool of architectural firms under a General Services Agreement with the City.

FINANCIAL IMPACT

There are no financial obligations with ranking and entering into contracts with each of the short-listed firms. These will be task order based contracts with which a dollar amount will have to be approved along with the task order per City Ordinance.

RECOMMENDATION

The Engineering and Planning Departments recommends the City Commission to accept Staff rankings and authorize City Manager to negotiate, and pursuant to legal review, enter into a contract with the five short-listed firms.

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				AMEC
		Staff 1	Staff 2	Staff 3	Staff 4	
Specialized experience and technical competence of the firm in the discipline of architecture.	40	38	30	38	38	
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	23	20	20	22	
Past Work Experience	20	18	16	17	15	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY. LEED accredited staff professionals	10 5	7 5	9 3	5 2	8 5	% of Total Grand Possible Total Points
Total Points	100	91	78	82	88	339 85%

SELECTION CRITERIA
William Horn
Specialized experience and technical c firm in the discipline of architecture.
Professional qualifications of staff per assigned and identified staff to accom
Past Work Experience
Ability to perform the services expedit request of the CITY. Location and avail support people and assigned project n LEED accredited staff professionals

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				Bermillo Ajamil
		Staff 1	Staff 2	Staff 3	Staff 4	
Specialized experience and technical competence of the firm in the discipline of architecture.	40	35	40	38	35	
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	20	23	23	22	
Past Work Experience	20	18	20	18	19	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY. LEED accredited staff professionals	10 5	7 4	9 4	8 5	7 5	% of Total Grand Possible Total Points
Total Points	100	84	96	92	88	360 90%

SELECTION CRITERIA
K2M
Specialized experience and technical c firm in the discipline of architecture.
Professional qualifications of staff per assigned and identified staff to accom
Past Work Experience
Ability to perform the services expedit request of the CITY. Location and avail support people and assigned project n LEED accredited staff professionals

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				Bender
		Staff 1	Staff 2	Staff 3	Staff 4	
Specialized experience and technical competence of the firm in the discipline of architecture.	40	38	28	38	39	
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	18	20	22	19	
Past Work Experience	20	20	15	18	18	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY. LEED accredited staff professionals	10 5	9 3	8 3	9 5	10 5	% of Total Grand Possible Total Points
Total Points	100	88	74	92	91	345 86%

SELECTION CRITERIA
Synalovski Romanik S
Specialized experience and technical c firm in the discipline of architecture.
Professional qualifications of staff per assigned and identified staff to accom
Past Work Experience
Ability to perform the services expedit request of the CITY. Location and avail support people and assigned project n LEED accredited staff professionals

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED				Jorge Hernandez
		Staff 1	Staff 2	Staff 3	Staff 4	
Specialized experience and technical competence of the firm in the discipline of architecture.	40	35	20	38	35	
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	10	15	22	17	
Past Work Experience	20	15	10	18	12	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY. LEED accredited staff professionals	10 5	5 3	5 2	7 3	7 3	% of Total Grand Possible Total Points
Total Points	100	68	52	88	74	282 71%

City of Key West

RFQ #14-002 REQUEST FOR QUALIFICATIONS ARCHITECTURAL SERVICES

Bid Date: April 23, 2014

Qualification Rankings Presentation Date: Friday, June 20, 2014

CITY STAFF SELECTION CRITERIA MATRIX - Combined Scoring

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED IN RANKING ORDER OF HIGHEST				
		Synalovski Romanik Saye	Bermillo Ajamil	William Horn	Bender	AI
Firm Name:						
Specialized experience and technical competence of the firm in the discipline of architecture.	160	149	148	145	143	1
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	100	90	88	83	79	
Past Work Experience	80	74	75	71	71	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY.	40	29	31	33	36	
LEED accredited staff professionals	20	20	18	15	16	
Total Points	400	362	360	347	345	1



THE CITY OF KEY WEST

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

To: Various Selected General Architectural Services Respondents


RE: General Architectural Services Agreement

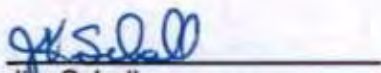
This letter hereby provides notification of City Commission's approval for the City Manager opening negotiations with selected RFQ 14-002 Architectural Services Respondents and the City entering into an Agreement for requesting Architectural Services. The City requests selected Respondents completing and authorizing attached Agreement, furnishing all required licensing and certifications, and proposing an Hourly Rate Compensation Schedule to begin negotiations.

Upon the City's receipt of above information from all selected RFQ Respondents, City Commission and City Manager will be asked to approve and execute Agreement through approving a Resolution identifying the City engaging Respondents Task Orders through the issuance of Purchase Orders.

Sincerely,


Devon Steckly
Senior Project Manager


Jim Bouquet, P.E.
Engineering Director


Jim Scholl
City Manager

Encl:
Resolution 14-307
Architectural Services Agreement

AGREEMENT

Between

CITY OF KEY WEST

And

BERMILLO AJAMIL & PARTNERS, INC.

**REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL
SERVICES**

KEY WEST, FLORIDA

October 28, 2014

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

AND

Bermello Ajacil & Partners, Inc., a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

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

ARTICLE I

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 I through 8, inclusive. Other terms and conditions are included in the CITY's RFQ 14-002, CONSULTANT's Response to RFQ dated April 22, 2014, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.3. **CONSULTANT:** The architect selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. **CITY:** City of Key West.

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

ARTICLE 2

PREAMBLE

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

- 2.1.** The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2.** The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 14-002 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated April 22, 2014, incorporated by reference and made part of.
- 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 Agreement:
- 3.1.1. Design of buildings, including residential, commercial, or government
 - 3.1.2. Design of community centers
 - 3.1.3. Preparation of plans for modification or rehabilitation of existing buildings
 - 3.1.4. Historic preservation and restoration
 - 3.1.5. Design of park structures including restroom facilities, gazebos, shelters, etc.
 - 3.1.6. Design of historic or cultural displays
 - 3.1.7. Design of buildings in accordance with section 255.2575(2) Florida Statute (Green Buildings/construction)
 - 3.1.8. Design of public plazas and event venues

- 3.1.9. Evaluate environmental impacts of proposed projects and prepare the appropriate local, state, and federal permit applications.
 - 3.1.10. Conduct public awareness and input strategies
 - 3.1.11. Preparation of reports, schedules, cost estimates, green construction certifications, maintenance schedules and manuals and other information needed or requested by the CITY in considering development and maintenance strategies of the design.
 - 3.1.12. Contract/construction oversight and closeout
- 3.2. CONSULTANT's services shall include Architectural design services, including building and structure design, general site design, consulting for facilities planning, surveying, permitting, preliminary and ongoing cost estimating, auto CAD services, on-site construction services, and any other lawful professional Architectural services that the CONSULTANT is qualified to provide and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of task order is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
- 3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
 - 3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.

- 3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
- 3.4.4. A task order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding task orders.
- 3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.
- 3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions.
- 3.7. CONSULTANT is required to perform the task orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all task orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.
- 3.8. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.

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

ARTICLE 4

TERM OF AGREEMENT: TIME FOR PERFORMANCE: CONTRACTOR DAMAGES:

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

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.

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

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

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

- 5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
- 5.1.1.1. If the TASK ORDER timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.
- 5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.
- 5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.
- 5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.
- 5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)
- 5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the TASK ORDER by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

- 5.1.2.2. Hourly rates for the first year of the contract (CONSULTANT AND Subconsultants): See attached Exhibit A
- 5.1.2.3. CONSULTANT and Subconsultants allowed annual wage adjustment shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)
- 5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
- 5.1.2.5. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- 5.1.2.6. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2. REIMBURSABLES

- 5.2.1.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:
- 5.2.1.2. Identifiable transportation expenses in connection with the Task Order, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
- 5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.
- 5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
- 5.2.1.5. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.

- 5.2.1.6. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.
- 5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Task Order. These permit fees do not include those permits required for the Contractor.
- 5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.
- 5.2.3. All subconsultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. These amounts shall not increase each fiscal year of CITY by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable subconsultant expenses are limited to the items in Paragraph 5.2.1 described above when the subconsultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

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

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

CONSULTANT shall submit billings that are identified by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Task Order. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously.

External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

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

5.4. METHOD OF PAYMENT

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

Address: 2601 South Bayshore Drive
Suite 1000
Miami, Florida
33133

ARTICLE 6

CITY 'S RESPONSIBILITIES

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

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

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

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

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by CITY at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.
- 7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

- 7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Task Order. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.
- 7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the

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

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

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

7.5. PUBLIC ENTITY CRIMES ACT

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

7.6. SUBCONSULTANTS

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of subconsultants. The list of subconsultants submitted and currently approved is as follows:

- a. SEE ATTACHED LIST, Exhibit to 7.6 Subconsultants
- b. _____
- c. _____
- d. _____

Exhibit to 7.6 SUBCONSULTANTS

The following is a list of the subconsultants included in B&A's response to request for qualifications for RFQ # 14-002 for Architectural Services for the City of Key West:

<u>Firm</u>	<u>Discipline</u>
DDA Engineers, PA	Structural engineering, threshold inspection;
Perez Engineering & Development	Civil engineering
Hufsey Nicolaidis Garcia Suarez	Mechanical, electrical, plumbing and fire protection
IBA Consultants, Inc.	Exterior building envelope, inspection and testing
E Sciences Inc.	Environmental consultants
Construction Management Services, Inc.	Cost estimating
Manuel G. Vera & Assoc. Inc.	Surveying
Desman Associates	Parking Garage Consultant
TGA Designs, Inc.	Signage and Way-finding
The Spinnaker Group	LEED Consultant

Hourly rates are as on attached Exhibit A.

7.7. ASSIGNMENT AND PERFORMANCE

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFQ without the Contract Administrator's prior written approval.

7.8. INDEMNIFICATION OF CITY

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

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

7.9. INSURANCE

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

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

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

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

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

7.9.4. If the work is being done on or near a navigable waterway, CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and

Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workers compensation coverage under each policy.

- 7.9.5. CONSULTANT's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.
- 7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YC JR INSURANCE AGENT ACCORDINGLY.
- 7.9.7. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.
- 7.9.8. It shall be the responsibility of the Consultant to ensure that all subconsultants/subcontractors comply with the same insurance requirements as is required of Consultant.
- 7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

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

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

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

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

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

7.12. NOTICES

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

FOR CITY OF KEY WEST:

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

FOR CONSULTANT:

Contact: SCOTT A. BAKOS, B&A
Address: 900 SE 3RD AVENUE, SUITE 203
FORT LAUDERDALE, FL 33316
(305) 989-9953
sbakos@bermelloajamil.com

7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in

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

7.14. INTERPRETATION

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

7.15. CONSULTANT'S STAFF

- 7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.
- 7.15.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.15.3. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.
- 7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 7.15.5. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting

Team initiated by the Consultant must obtain the CITY Representative's prior written approval.

- 7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.
- 7.15.8. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.
- 7.15.9. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.16. INDEPENDENT CONTRACTOR

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

7.17. THIRD PARTY BENEFICIARIES

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

7.18. CONFLICTS

- 7.18.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 7.18.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or

administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

7.19. CONTINGENCY FEE

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

7.20. WAIVER OF BREACH AND MATERIALITY

- 7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.20.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.21. COMPLIANCE WITH LAWS

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

7.22. SEVERABILITY

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

7.23. JOINT PREPARATION

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

7.24. PRIORITY OF PROVISIONS

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

7.25. APPLICABLE LAW AND VENUE

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

7.26. INCORPORATION BY REFERENCE

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

Exhibit A – CONSULTANT/Subconsultants' Hourly Rates

7.27. COUNTERPARTS

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

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

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

CITY

ATTEST:



Cheryl Smith, City Clerk

day of

18th, 2014

Cheryl Smith

James Scholl, City Manager

18th day of

DECEMBER

2014

CONSULTANT

ATTEST:

By

James Roberto Bowers

James Roberto Bowers
(Print Name)

8

day of

December

2014

By

Scott A. Dekos

Scott A. Dekos, Partner
(Print Name)

8

day of

DECEMBER

2014

Exhibit A

Hourly Fee Schedule

Company Name: Bermello Ajenil & Partners, Inc. (B&A)

Date: 12-8-2014

Position Title

Hourly Rate

SEE ATTACHED B&A Billing rates / FEE schedule

BERMELLO, AJAMIL & PARTNERS, INC.
BILLING RATE CATEGORY 2014

CATEGORIES	B&A BILLING RATES
PRINCIPAL	\$300.00
SR. PROJECT MANAGER	\$225.00
PROJECT MANAGER	\$200.00
SR. LANDSCAPE ARCHITECT	\$175.00
SR. ARCHITECT	\$175.00
SR. PLANNER	\$175.00
SR. ENGINEER	\$175.00
SR. INTERIOR DESIGNER	\$125.00
SR. INSPECTOR	\$125.00
ARCHITECT	\$115.00
LANDSCAPE ARCHITECT	\$115.00
ENGINEER	\$115.00
LANDSCAPE DESIGNER 3	\$100.00
INTERIOR DESIGNER	\$95.00
ESTIMATOR	\$95.00
INSPECTOR	\$85.00
CADD TECH SR.	\$85.00
SPEC WRITER	\$75.00
CADD TECH JR.	\$70.00
CLERICAL	\$63.00

APPLICATION FOR CAPITAL PROJECT FUNDING

This application is to request funding from the following District(s):

- District I:** Key West - (shall encompass the city limits of Key West)
- District II:** Lower Keys - (city limits of Key West to west end of Seven Mile Bridge)
- District III:** Marathon - (west end of Seven Mile Bridge to Long Key Bridge)
- District IV:** Islamorada - (between Long Key Bridge and Mile Marker 90.939)
- District V:** Key Largo - (from Mile Marker 90.940 to the Dade/Monroe County line and any portions of mainland Monroe County)

APPLICANT ORGANIZATION: City of Key West

(Registered business name exactly as it appears on www.sunbiz.org).

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICANT'S ORGANIZATION:

59-6000346

DESIGNATED PROJECT CONTACT PERSON:

(Please note that the TDC Administrative Office conducts most of its correspondence, including agreement and reimbursement material by email, so the person listed below should be able to accept responsibility for receipt of this information).

Name & Title: James K. Scholl, City Manager

Telephone/mobile no.: 305-809-3888

E-mail: jscholl@cityofkeywest-fl.gov

Address: 3132 Flagler Avenue

Key West, Florida 33040

TYPE OF APPLICANT: Non-Profit Governmental Entity

PROJECT TITLE: Smathers Beach Restroom Facility

LOCATION OR ADDRESS OF PROJECT: *Provide physical (postal service) address, RE# and legal description (lot, block, subdivision) and attach map.*

Smathers Beach at South Roosevelt Blvd, Key West, Florida 33040

WEBSITE FOR FACILITY: www.cityofkeywest-fl.gov

WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?

- Publicly owned and operated Owned and operated by a non-profit organization
 Publicly owned and operated by a non-profit organization

WHICH OF THE FOLLOWING BEST DESCRIBES YOUR PROJECT?

- Convention Center Sports Stadium Sports Arena Coliseum
 Auditorium Aquarium Museum Zoological Park
 Nature Center Fishing Pier *Beach or Beach Park Facility

WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?

- Acquire Construct Extend Enlarge Remodel
 Repair Improve

***IF YOU CHECKED THE BOX FOR BEACH OR BEACH PARK FACILITY, WHICH OF THE FOLLOWING APPLIES?**

- Improvement Renourishment Restoration Erosion control
 Maintenance Construct Repair

If the TDC/County requires a Conservation Easement Deed or mortgage note requiring repayment of TDC monies in the event of transfer of ownership or change in use of the premises, would you be agreeable to executing same?

- Yes No

Code Enforcement: Does your organization/property have any outstanding code violations and/or fines/costs or liens? Yes No If you have answered yes, please explain below:

Application is for 50 % of total funds to be obtained from all sources.

Has applicant received previous TDC assistance: Yes No
If yes, please specify year, amount, and nature of project.

Please refer to complete list of all TDC prior grants received by the City of Key West, Exhibit I.

List any previous grant-in-aid assistance received by the applicant or for the property from any government agency. Indicate year of award, amount, division which awarded the grant, and a brief description of the project assisted by each.

Please refer to Exhibit I.

For purposes of this application *no more than twenty-five (25%) percent of total project cost shall be of in-kind services and materials.* No in-kind services shall apply to the acquisition of property. TDC requires confirmation in writing that project funds are in place at the time of this application for grant funds (see Performance Guarantee on page 4) **Enclose proof of funding as Exhibit B.** Payment is a 50% reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost (**including in-kind**) of segment in advance of seeking the 50% reimbursement. (The project may be broken down into 2 or 3 segments. When one

segment is completed, reimbursement of 50% of that cost can be applied for through the TDC.) For acquisition of property see important information on page 5.

a)	TDC Funds Requested:	Confirmed/Available Hard-Dollar Funds:	Confirmed In-kind Funds: <i>(Up to a maximum of 25% of project)</i>	Total Project Cost:
	<u>\$225,000</u>	<u>\$450,000</u>	<u>\$-0-</u>	<u>\$450,000</u>

b) State source of resources for the project specified in this application:

- (i) Hard-dollar: \$450,000 (City's General Revenue Fund in FY 2015-2016 and FY 2016-2017)
- (ii) In-kind: \$-0-

In the space below list all in-kind services and goods and their values. These values are subject to negotiation with TDC/County. Please refer to page 4 of this application.

N/A

In the space below list the specific items/services, and the estimated dollar amount for each of those items/services that your requested TDC funds will be spent on (please do not include contingency fees, permit fees, or warranty fees as part of your budget):

Item	Quantity	Unit	Unit Cost	Total
Design	1	LS	\$ 50,000	\$ 50,000
Restroom Building	1	LS	\$ 250,000	\$250,000
Foundation Piles	16	Each	\$ 2,000	\$ 32,000
Sanitary Sewer Force Main	270	LS	\$ 27,000	\$ 27,000
Sewer Pump Station	1	Each	\$ 30,000	\$ 30,000
Miscellaneous Sanitary/Utilities	1	LS	\$ 25,000	\$ 21,000
Miscellaneous Site Work	1	LS	\$ 30,000	\$ 25,000
Construction Engineering/Inspection		4%		\$ 15,000
Total Estimate				\$450,000

PROJECT DESCRIPTION

1. Use:

a) Original use of structure and date of construction:

Smathers Beach was created for tourism and recreational purposes in 1965. The current restroom building was built in the late 1960's shortly after the Public Beach was officially opened.

b) Modifications to the present date including date & description:

Minor modifications have been made to the interior over the 50+ years this facility has been in existence. The original exterior is still as it was originally constructed.

c) Present use:

Restroom facility for Smathers Beach which gets nearly 400,000 visitors per year.

d) Any other uses between original and present:

No, has been public restrooms since originally constructed.

e) Proposed use:

Public restroom facility for Key West's most popular and utilized Public Beach. While the new proposed restroom facility will be built on Smathers Beach it will be located at a different location. The current facility will remain in operation until the new restrooms are operational and available to the public.

f) Insert or attach photograph of existing site (**Enclose as Exhibit C**):

g) Historic designation: Indicate whether the property has been listed in the National Register, is located in a National Register district, is a locally designated historic landmark or is located in a locally designated historic district. If located within a historic district, provide the official name of the district. This information is available from the planning agency having jurisdiction over the property.

N/A

All Capital projects funded by the TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership, long-term lease or service contracts for consideration of funding, and should show sufficient expertise or financial capability to operate such facilities (**Enclose as Exhibit D**).

2. Ownership or other interest in property by applicant:
- a) Official records reference for ownership documentation
 - b) If not owned by applicant, provide long-term lease of property, or service contract and provide notarized consent letter from owner for use of property as outlined in this application
3. If proposed project calls for transfer of title of real property to County, at least two (2) current real estate appraisals and one (1) environmental assessment shall be provided (**Enclose as Exhibit E**). The TDC/County shall ascertain, prior to acceptance of any donation or prior to purchase, that the property will pose no environmental hazard or liability for same, to County. The TDC/County must also ascertain permissible governmental interest in the transfer of title. Indicate any such proposed title transfers here.

N/A

4. This paragraph applies only to an acquisition funding request, but you will still need to complete items 5 through 13, whether this is new construction or renovations, additions or exhibits. **NOTE: The maximum grant amount from tourist development revenue for an acquisition project shall not exceed 50% of the purchase amount.** Indicate the area of the property to be acquired in acres.

N/A

In evaluating applications for acquisition funding, an important consideration is the appropriateness of the size of the site to be acquired. Determinations of the appropriateness of site size will be made on a case-by-case basis and will depend on the characteristics for which the property is considered to be significant. Sufficient property should be acquired to assure that the historic relationship of a structure or archaeological site to its surrounding environment is preserved. However, it is important that no more property than is necessary to achieve established preservation objectives be included in the acquisition project application. As this factor is crucial to favorable consideration of your grant application and will have substantial impact on the cost of the required application documentation, we encourage prospective applicants to consult with the staff of the TDC Administrative Office prior to initiating the required documentation.

5. Protection of property: Indicate any type of state or federal protection currently afforded the property. It may be that more than one type may be applicable. Provide citations for applicable local protective ordinances. Include copies of property-specific restrictive legal instruments in an attachment. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit F**).

Local Ordinance, Municipal Code Section 26-65, prevents vehicle access on Smathers Beach. State of Florida Department of environmental Protection Rules prohibit non-public use.

6. Is the property threatened by imminent destruction, deterioration or other loss which may include demolition, vacancy, severe deterioration, loss of structural integrity, encroaching development, adverse environmental conditions, vandalism, etc.? Be specific regarding the nature of immediacy of the threat. If so, describe in detail:

No. However, the current structure for the public restrooms is in such a state of disrepair that demolition is the correct action at this time

7. a) Are there any building restrictions on the site? If so, describe. Attach copies of all recorded easement and restrictive covenants. By signing and submitting this application, the proposer **warrants** that **all** restrictions are disclosed. Failure to include **every** restriction on the property may result in immediate termination of any agreement and demand for return of any monies paid thereunder (**Enclose as Exhibit G**).

FDEP approval required if within 50' of mean high water line.

b) Is the proposed project compatible with the County's Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan?

Yes No

Describe below how you have ascertained such compatibility. (Note: If your description does not provide information about existing permits and/or review by the County Planning Department, your application shall be rejected. Please list all permits required to complete this project)

Smathers Beach is a major public park within the City of Key West and has been designated as such for many, many years (dating back to 1965) and considered in all City and County Concurrency Requirements and Local Land Use Comprehensive Plans. The proposed project is a replacement of the current public restroom building which is dilapidated and in need of demolition.

Permits: City Building Permit
SFWMD Permit
FDEP Permit if within 50' of mean high water line (to be determined) & sanitary sewer connection permit

c) Is the proposed project compatible with the Municipality's Concurrency Requirements under the existing and proposed Land Use Comprehensive Plan?

Yes No

Describe below how you have ascertained such compatibility. (Note: If your description does not provide information about existing permits and/or review by the Municipality Planning Department, your application shall be rejected. Please list all permits required to complete this project)

Smathers Beach is a Major Public Park within the City of Key West and has been designated as such for many, many years (dating back to 1965) and considered in all City and County Concurrency Requirements and Local Land Use Comprehensive Plans. The proposed project is a replacement of the current public restroom building which is dilapidated and in need of demolition.

Permits: City Building Permit
SFWMD Permit
FDEP Permit if within 50' of mean high water line (to be determined) & sanitary sewer connection permit

d) Does the site contain endangered or threatened species of flora or fauna?

Yes No Describe/Explain:

Smathers Beach is a nesting area for endangered sea turtles. The public restroom replacement building will have no negative impact on the sea turtles.

e) Indicate whether or not the project will be accessible to the handicapped per Chapter 553, Part V, Florida Statutes and the Americans with Disabilities Act, Public Law 1012-336.

Yes No If not, provide a brief explanation:

The newly proposed public restroom building will be fully accessible to the handicapped.

f) Explain how your facility will utilize recycling within the work of your proposed project:

The City has an extensive public recycling program. For a specific reference please see the City Code Section 58. The recycling program is managed by the City's recycling coordinator. All recycling materials are collected by a private vendor, Waste Management, Inc.

g) Public accessibility and use: Indicate the extent to which the property is currently or will be scheduled to be open to the public each year (hours per day, days per week and weeks per year) upon project completion. Estimate the number of persons who will use or visit the completed facility annually. For archaeological projects, if the site will not be accessible to the public, estimate the number of persons annually who will be exposed to the interpretive materials and reports resulting from the project. How was this estimate derived?

Smathers Beach is open to the public 7am to 11pm daily. Based on observations, review of tourism statistics, and studies including "Linking the Economy and the Environment of Florida Keys/Key West June 2010" we estimate that nearly 400,000 visitors a year utilize Smathers Beach. This represents nearly 25% of the over 2 million annual visitors to the City of Key West each year.

8. Describe present physical condition of site: (attach legal description per property tax records). Indicate the present condition of the property by checking the appropriate term below:

Excellent: The property is habitable and occupied; no repairs are needed. All physical evidence indicates that the property is under continuous maintenance. Application is for expansion and enhancement.

Good: The property is habitable and occupied; only replacement or cosmetic repairs are needed (e.g., peeling paint, missing ornamental features, windows, doors, some deteriorated mortar, etc.) Property is maintained but in need of minor repair.

Fair: The property is habitable but may be vacant. Both the structural integrity (foundation, framing, etc.) and weather tight integrity of the property (siding, walls, roofing, etc.) are in jeopardy because of prolonged neglect.

Poor: The property is uninhabitable and vacant. Major structural repairs are needed. Weather tight integrity has been lost. The property is derelict, abandoned and not habitable without major rehabilitation work.

Also, list any specific factors or problems which contribute to the present condition of the property.

The entire structure needs to be demolished and a completely new building constructed at Smathers Beach. The current structure has far out lived its useful life having been constructed in the late 1960's. Once the new proposed structure is completed and open to the General Public, the current structure will be demolished.

9. Status of Project Planning: (Any work initiated prior to the approval of an agreement by the Monroe County Board of County Commissioners will be at applicants own cost):

- Not yet initiated Initiated
- Schematics complete Design development completed
- Construction documents completed

10. Name and Address of Project Consultant (architect, engineer, contractor, etc.).

Enclose preliminary plans or architectural documents completed to date - 1 set (**Enclose as Exhibit H**).

11. Has an agreement for architectural services or construction services been executed?

Yes (costs will not be reimbursed by TDC)

No

Project does not require architectural services

If so, in the space provided below, indicate the scope of services to be provided under this agreement and whether these services were obtained through competitive negotiations, requests for applications or other process.

12. Describe the means by which the structure(s) affected by this project will be maintained subsequent to restoration/rehabilitation. Include sources and estimated amounts of funding for such maintenance. It is the County's policy **not to fund operations and maintenance costs** of organizations notwithstanding any tourism promotional value of a project.

The normal maintenance and ongoing upkeep of Smathers Beach will be provided by the City of Key West Community Services Department as part of the City's regular maintenance program, funded by the City's General Fund Budget.

13. Estimated completion date 24 months from Grant Award.

PROJECT BENEFITS

1. How will the project enhance tourism in Monroe County?

The replacement of the public restrooms at Smathers Beach is part of the City's overall plan to have and maintain coastal and recreation facilities that are clean, attractive, and allow maximum usage by as many of the over 2 million visitors to the City each year.

2. Applicant must demonstrate the ability to complete the project as proposed and to maintain and operate the project as a viable and long-term tourist attraction that is open to the public.

Included in this demonstration should be a summary of the applicant's past grant experience, past two (2) year's financial statements, and proposed operational budget. (**Attach as Exhibit I**)

3. Outline your marketing program efforts to promote this facility as a tourist attraction:

Smathers Beach is one of four beaches within the City. Smathers Beach is one of the largest and is well known for its Spring Breaks. It houses restrooms and shower facility (greatly in need of replacement, the subject of this grant request), along with volleyball courts, and jet ski rentals. Smathers Beach attracts nearly 400,000 visitors each year.

Smathers Beach is marketed by the local Chamber of Commerce throughout the State of Florida and nationally as part of the overall tourism development campaign. Smathers Beach is enormously popular and does not require any individual promotion as evidenced by the huge crowds which populate it all year round.

2015 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED Exhibit A

DOCUMENT# N13000007165

Jan 27, 2015

Entity Name: THE CITY OF KEY WEST, INC.

**Secretary of State
CC7283010145**

Current Principal Place of Business:

3132 FLAGLER AVE.
KEY WEST, FL 33040

Current Mailing Address:

3132 FLAGLER AVE.
KEY WEST, FL 33040

FEI Number: 38-3916807

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SMITH, SHAWN D ESQ
3128 FLAGLER AVE
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name CATES, CRAIG
Address 3132 FLAGLER AVE.
City-State-Zip: KEY WEST FL 33040

Title B
Name LOPEZ, CLAYTON
Address 3132 FLAGLER AVE
City-State-Zip: KEY WEST FL 33040

Title B
Name ROSSI, MARK
Address 3132 FLAGLER AVE
City-State-Zip: KEY WEST FL 33040

Title B
Name JOHNSTON, TERRI
Address 3132 FLAGLER AVE.
City-State-Zip: KEY WEST FL 33040

Title B
Name WARDLOW, WILLIAM
Address 3132 FLAGLER AVE
City-State-Zip: KEY WEST FL 33040

Title B
Name WEEKLY, JAMES
Address 3132 FLAGLER AVE
City-State-Zip: KEY WEST FL 33040

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CRAIG CATES

PRESIDENT

01/27/2015

Electronic Signature of Signing Officer/Director Detail

Date

CITY OF KEY WEST
BUDGET FOR FISCAL YEAR 15/16
EXPENDITURES

Exhibit B

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 ADOPTED BUDGET	FY 15/16 COMMISSION ADOPTED
Infrastructure Surtax					
Parks and Recreation					
Parks and Recreation					
Culture and Recreation					
Parks and Recreation					
101-7201-572-4600	Repairs and Maintenance	0	5,541	0	0
		-----	-----	-----	-----
*	Operating Expenditures	0	5,541	0	0
101-7201-572-6200	Buildings	1,741	0	0	508,300
	LEVEL	TEXT			TEXT AMT
	COMP	BAND ROOM STRUCTURAL ANALYSIS (CARRY FORWARD			
		\$38,300) PR1102			258,300
		MLK COMMUNITY POOL ROOF (NEW CIP)			200,000
		SMATHERS BEACH RESTROOMS (NEW CIP)			50,000
					508,300
101-7201-572-6300	Infrastructure	48,872	71,316	0	285,000
	LEVEL	TEXT			TEXT AMT
	COMP	INDIGENOUS PARK MASTER PLAN (CARRY FORWARD			
		\$103,218) PR1202			35,000
		RAISE HOCKEY RINK FLOOR (CARRY FORWARD \$180,000)			
		PR1404 - MATCHED \$90,000 DONATION/SOUTHERNMOST			
		HOCKEY CLUB			
		WHITE STREET PIER PAVING (NEW CIP)			175,000
		BAYVIEW PARK IMPROVEMENTS (NEW CIP)			75,000
					285,000
101-7201-572-6400	Machinery & Equipment	3,896	16,035	0	0
		-----	-----	-----	-----
*	Capital Outlay	54,509	87,351	0	793,300
		-----	-----	-----	-----
****	Parks and Recreation	54,509	92,892	0	793,300
		-----	-----	-----	-----
*****	Infrastructure Surtax	4,751,849	8,179,283	8,785,000	10,264,521

**CITY OF KEY WEST
CIP PROJECT DETAIL**

Project No: TBD
 Project Name: SMATHERS BEACH BATHOOMS
 Location: SMATHERS BEACH
 Department: COMMUNITY SERVICES
 Account No: 101-7201-573-62-00

Date: 06/12/15
 Contact: R. DELOSTRINOS
 Project Start: 10/01/15
 Project Complete: 09/30/17
 Project Estimate: \$50,000.00
 Project Funding to Date: \$0.00
 Anticipate Carry Forward FY: 2016
 Yes/No: YES

Project Description/Justification:

Design and construct new bathroom facilities on Smathers Beach to replace existing, dated facilities.

Reasons for Modification:

Operating Impact

Related Projects:

Project Phase Summary

Phase	Committed To Date	FY15/16	FY16/17	FY 17/18	FY 18/19	FY 19/20	
Design		50,000					
Construction			400,000				
Total	0	50,000	400,000	0	0	0	450,000

Funding Source Summary

Phase	Funded To Date	FY15/16	FY16/17	FY 17/18	FY 18/19	FY 19/20	
Infrastructure ST		50,000	400,000				
Total	0	50,000	400,000	0	0	0	450,000

Carry Forward 0



Smathers Beach



**Smathers Beach
Existing Restroom Facilities**



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 1065111 Parcel ID: 00064660-000000

Ownership Details

Mailing Address:

CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041-1409

Property Details

PC Code: 80 - VACANT GOVERNMENTAL

Millage Group: 10KW

Affordable Housing: No

Section-Township-Range: 04-68-25

Property Location: 1900 S ROOSEVELT BLVD KEY WEST

Legal Description: KW A PARCEL OF BAY BOTTOM LAND LYING SOUTH OF SOUTH ROOSEVELT BLVD BERTHA ST OR41-413 I.I.DEED NO 20949

Click Map Image to open interactive viewer



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
 Marathon (305) 289-2550
 Plantation Key (305) 852-7130

Property Record Card -

Maps are now launching the new map application version.

Alternate Key: 1065129 Parcel ID: 00064660-000100

Ownership Details

Mailing Address:

TIITF/CITY OF KEY WEST SMATHERS BCH
 %DNR DOUGLAS BLDG
 TALLAHASSEE, FL 32399

Property Details

PC Code: 80 - VACANT GOVERNMENTAL

Millage Group: 10KW

Affordable Housing: No

Section-Township-Range: 04-68-25

Property Location: 1900 S ROOSEVELT BLVD GEORGE SMATHERS BEACH KEY WEST

Legal Description: KW A PARCEL OF BAY BOTTOM LAND LYING SOUTH OF SOUTH ROOSEVELT BLVD OR478-562-564

Click Map Image to open interactive viewer



Sec. 26-65. - Vehicles.

No person shall bring, drive, or park a vehicle upon a public beach except in designated parking areas.

(Code 1986, § 54.09(e))

Cross reference— Traffic and vehicles, ch. 70.



City of Key West
Engineering Services
3132 Flagler Avenue, Key West, FL 33040

TITLE
PROPOSED RESTROOM
SMATHERS BEACH, KEY WEST



City of Key West

Engineering Services
3132 Flagler Avenue, Key West, FL 33040

TITLE

LOCATION MAP

SMATHERS BEACH - RESTROOM ADDITION



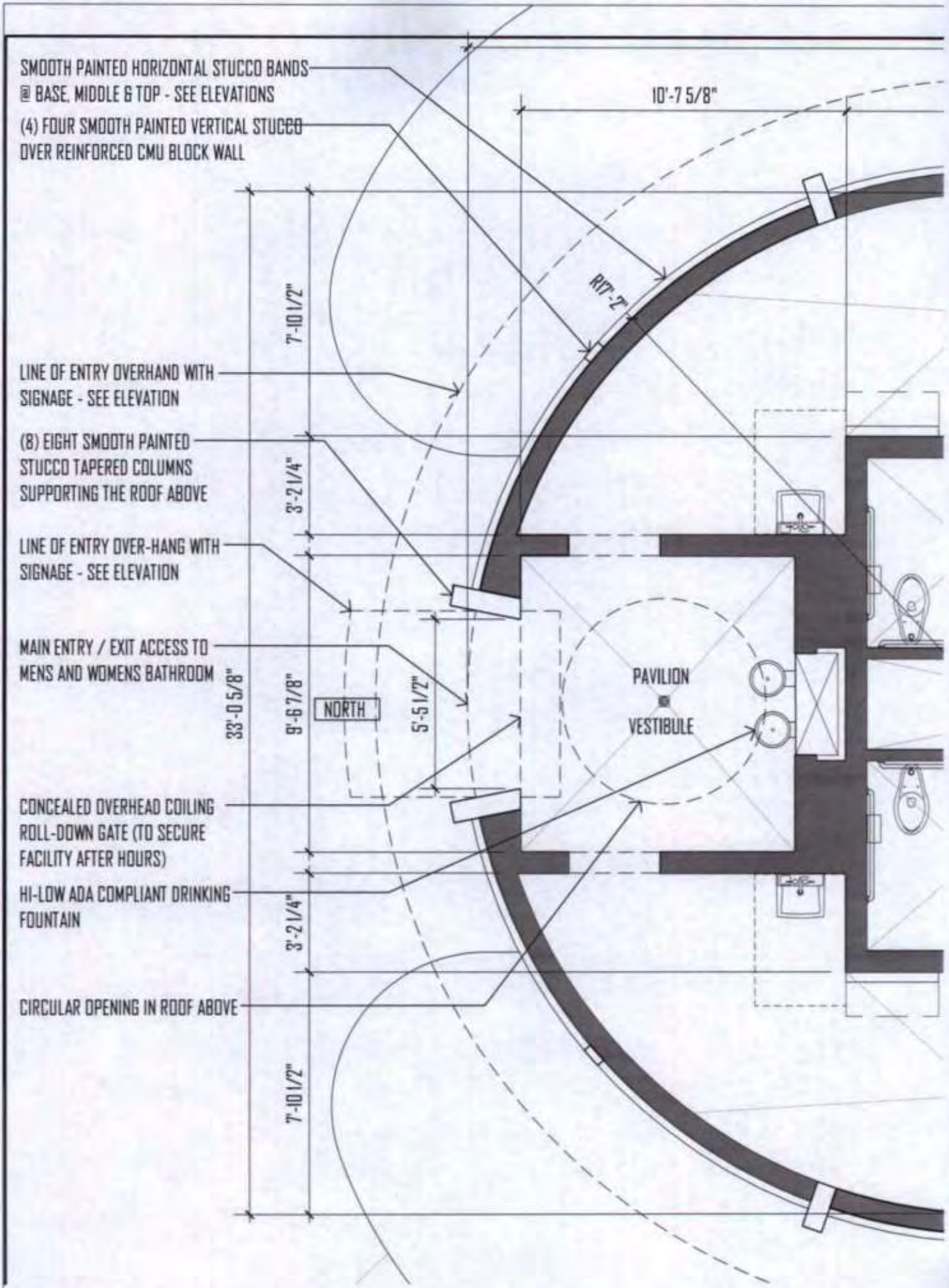
City of Key West

Engineering Services
3132 Flagler Avenue, Key West, FL 33040

TITLE

VICINITY MAP

SMATHERS BEACH - RESTROOM ADD



SMOOTH PAINTED HORIZONTAL STUCCO BANDS
 @ BASE, MIDDLE & TOP - SEE ELEVATIONS
 (4) FOUR SMOOTH PAINTED VERTICAL STUCCO
 OVER REINFORCED CMU BLOCK WALL

LINE OF ENTRY OVERHAND WITH
 SIGNAGE - SEE ELEVATION

(8) EIGHT SMOOTH PAINTED
 STUCCO TAPERED COLUMNS
 SUPPORTING THE ROOF ABOVE

LINE OF ENTRY OVER-HANG WITH
 SIGNAGE - SEE ELEVATION

MAIN ENTRY / EXIT ACCESS TO
 MENS AND WOMENS BATHROOM

CONCEALED OVERHEAD COILING
 ROLL-DOWN GATE (TO SECURE
 FACILITY AFTER HOURS)

HI-LOW ADA COMPLIANT DRINKING
 FOUNTAIN

CIRCULAR OPENING IN ROOF ABOVE

1 BATHROOM PAVILION - FLOOR PLAN

A-02 SCALE: 1/8" = 1'-0" (@ 11" X 17")

Painted Concrete
Roof (P-1)

Painted Stucco Concrete Tapered
Columns (P-1)

Painted Smooth Stucco
Walls (P-2)

Painted Smooth Stucco
Banding (P-2)

Painted Smooth Stucco Over-Hang (P-2)
with 10" tall SS Metal Signage (P-3)



Vestibule

Bathroom Pavilion

Note: This HARC Package Pertains to the
Bathroom Pavilion Only. Site Information
Shown for Reference Only.



1 PERSPECTIVE - EYE-LEVEL VIEW FROM ADJACENT PEDESTRIAN PATHWAYS
A-08 SCALE: N.T.S

EXHIBIT I

DEMONSTRATE THE ABILITY TO COMPLETE PROJECT AND GRANT HISTORY

Please be assured that the City of Key West has successfully managed and implemented millions and millions of dollars of Federal and State Grants. Our history includes grants awarded and implemented from the Monroe County TDC in the amount of \$4,931,651. A list of our Capital Project Funding from TDC is attached as part of this Exhibit.

During the last 4 years the City has managed in excess of \$32 million in grant awards. There is no question of our financial and management ability to follow through with our commitment to complete the Smathers Beach Restroom Facility Project.

This is a multi-year project with \$50,000 budgeted for design in FY 2016. The remaining \$400,000 for construction will be part of the FY 2017 budget through the annual budget appropriations process.

Once completed, the City has the financial ability to operate and maintain this new facility. The City's Community Services Department will provide operation and maintenance.

CAPITAL PROJECT FUNDING

Organization:

Key West

FY	Project Name	Funds Allocated	ID
2016	Smathers and Rest Beach Maintenance Services	\$ 520,000.00	1531
2015	Vietnam Veteran's Memorial Project	\$ 243,475.00	1379
2014	Truman Waterfront Park Amphitheater and Public Parking	\$ 2,000,000.00	1212
2014	White Street Pier Railing Replacement	\$ -	1335
2013	Rest Beach Renourishment Phase II	\$ 207,000.00	1164
2013	Smathers Beach Renourishment	\$ 187,500.00	1062
2012	Rest Beach Renourishment	\$ 245,000.00	1016
2009	Smathers and Rest Beach Renourishment	\$ 43,000.00	511
2009	White Street Pier (WSP) Rip Rap Installation	\$ 73,500.00	505
2008	Smathers and Rest Beach Renourishments Phase II	\$ 60,876.00	387
2007	Smathers and Rest Beach Renourishments Phase I	\$ 77,550.00	281
2007	Vandenberg Project	\$ 750,000.00	282
2007	White Street Pier (WSP) Rip Rap Installation	\$ 43,750.00	280
2006	Smathers and Rest Beach Maintenance Services	\$ 380,000.00	134
2006	White Street Pier Lighting Replacement	\$ 100,000.00	132
Total Allocated:		\$ 4,931,651.00	

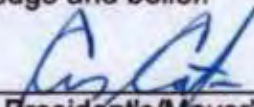
NON-COLLUSION AFFIDAVIT and VERIFICATION
(Enclose as Exhibit J)

I, Craig Cates, of the city of Key West, according to law on my oath, and under penalty of perjury, depose and say that:

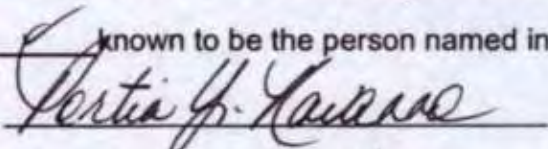
- 1) I am Mayor Craig Cates, the applicant making the application for the project described as follows:
- 2) The prices in this application have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;
- 3) Unless otherwise required by law, the prices which have been quoted in this application have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to application opening, directly or indirectly, to any other applicant or to any competitor; and
- 4) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit, or not to submit, an application for the purpose of restricting competition;
- 5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding agreements for said project.

VERIFICATION

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

Craig Cates 
President's/Mayor's Name Typed President's/Mayor's Signature

Sworn to and subscribed before me this 18th day of November 2015
personally appeared Craig Cates, _____, and _____

_____ known to be the person named in and who executed the foregoing document.


My commission expires: 5/2018 Notary Public State of Florida



DRUG FREE WORKPLACE FORM
(Enclose as Exhibit K)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

City of Key West

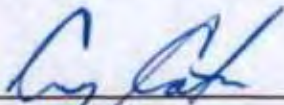
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under application a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under application, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Applicant's Signature: _____

Date: _____


11/12/15

HOLD HARMLESS/INDEMNIFICATION
(Enclose as Exhibit L)

Organization Name Here (herein after "Organization") hereby covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners and Monroe County Tourist Development Council (herein after "BOCC/TDC") and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, bodily injury (including death), personal injury, and property damage, and another other losses, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising out of, or in connection with, **Project Title Here (herein after "Project") being funded by the BOCC/TDC**. The Organization shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the Organization that is related to this Project, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this Project.

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

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

c.) RESTRICTIONS ON AGREEMENTS FUNDED BY BOCC/TDC. The Organization shall include the following term in all agreements funded by the BOCC/TDC for this Project:

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

Craig Cates

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

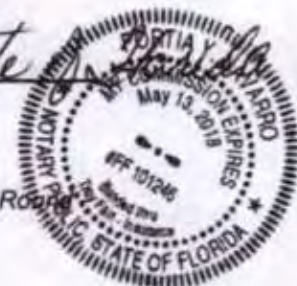
Sworn to and subscribed before me this 12th day of November 20 15

personally appeared Craig Cates, _____, and _____

known to be the person named in and who executed the foregoing document

My commission expires: 5/2018

Notary Public State of State



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CITY OF KEY WEST

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ **MUNICIPALITY**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3104 FLAGLER AVENUE

6 City, state, and ZIP code
KEY WEST, FL 33040

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

OR

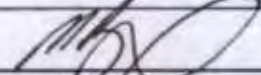
Employer identification number									
5	9	-	6	0	0	0	3	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 11/13/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENTS AND CERTIFICATIONS

(Enclose as Exhibit N)

1. The following supporting documents are attached.
- a) Print out of Sunbiz.org "Detail by Entity" (**Exhibit A**)
 - b) Documentation from bank of confirmed project funds (**Exhibit B**)
 - c) If applicable: Insert or attach photograph of existing site (**Exhibit C**)
 - d) Proof of ownership; long term lease or service contract (**Exhibit D**)
(Include consent of owner for use of property as described within this application)
 - e) If applicable: Enclose at least two (2) current real estate appraisals and one (1) environmental assessment (**Exhibit E**)
 - f) If applicable: Enclose citations for local protective ordinances (**Exhibit F**)
 - g) If applicable: Enclose copies of all recorded easement and restrictive covenants (**Exhibit G**)
 - h) If applicable: Enclose preliminary plans or architectural documents - 1 set (**Exhibit H**)
 - i) Past two (2) year's financial statements and proposed operational budget (**Exhibit I**)
 - j) Notarized Non-Collusion affidavit and verification (**Exhibit J**)
 - k) Signed Drug Free Workplace Form (**Exhibit K**)
 - l) Notarized Hold Harmless/Indemnification form (**Exhibit L**)
 - m) Applicant has printed and completed the W-9 form included within the application (page 23) (**Exhibit M**)
 - n) Notarized Attachments and Certification form (**Exhibit N**)

VERIFICATION

I swear and certify that the information contained in this application is true and correct, and that I am the duly authorized representative of the applicant.

Craig Cates

President's/Mayor's Name Typed


President's/Mayor's Signature

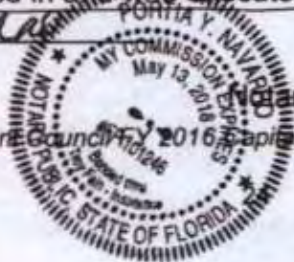
Sworn to and subscribed before me this 12th day of November 20 15

personally appeared Craig Cates, _____, and _____

known to be the person named in and who executed the foregoing document.

My commission expires:

Monroe County Tourist Development Council, 2016 Capital Project Application-2nd Round



Notary Public State of Florida