

**1ST AMENDMENT TO INTERLOCAL AGREEMENT
FOR ENGINEERING DESIGN, PERMITTING AND CONSTRUCTION SERVICES
FOR DENNIS STREET PUMP STATION (KEY WEST) PROJECT**

THIS 1ST AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into as of this ____ day of _____ 2021, between Monroe County, a political subdivision of the State of Florida, (hereinafter the COUNTY), and the City of Key West, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter the CITY).

WHEREAS, 1ST Street and Bertha Street are COUNTY maintained roads within the municipal limits of the CITY; and

WHEREAS, the CITY and the COUNTY entered into an Interlocal Agreement on February 19, 2020 and agreed that the CITY's Dennis Street pump station would be utilized by both entities and it is was in the best interest of both entities to share the cost for the design, construction and maintenance of the pump station; and

WHEREAS, the parties have agreed that the COUNTY'S Venetia Street drainage structures will be constructed by the CITY's Contractor for the Dennis Street Pump Station Project; and

WHEREAS, the CITY now has estimates for the drainage work on Venetia Street to be performed by the CITY's Contractor and the utility work needed for the Dennis Street Pump Station project which will now be incorporated by this 1ST Amendment and specifically set forth the amounts to be reimbursed by the COUNTY;

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties further agree as amend the ILA as follows:

1. Paragraph 1 shall be amended to add the following:
 - A. The CITY and the COUNTY agree that the Venetia Street drainage structures scope that was originally designed as part of the COUNTY's 1ST Street and Bertha Street construction project, will be constructed by the CITY's Dennis Street Pump Station Project contractor (managed by the CITY), and reimbursed by the COUNTY to the CITY at 100% proportionate share, per the scope defined in "Attachment B" in the 100% share amount of \$65,748.00.
 - B. The CITY and the COUNTY agree that the Keys Energy Services (KEYS) costs for electrical power tie in to the pump station should also be shared at the COUNTY's share of 35.9% consistent with the percentage share set forth in the Interlocal Agreement entered into on February 19, 2020. The COUNTY's share of 35.9% of the KEYS' estimate in the amount of \$20,521.66 (See Attachment "C") is \$7,367.00.

- C. The COUNTY will only pay for actual construction pay items and unit costs that are directly applicable to the work defined in "Attachments B and C". The CITY will include copies of all contractor pay applications, evidence of payment to the construction contractor and utility by the CITY, and releases of liens from the contractor and all subcontractors (if applicable).
- 2. The 1st Amendment to the ILA will be effective on the date as first written above.
- 3. The ILA dated February 19, 2020, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairperson

(SEAL)

KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 1/26/21

CITY OF KEY WEST, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

Clerk

ATTACHMENT B



PRICE QUOTATION

DATE: 1/26/21

City of Key West

Attention: John Paul Castro
1300 White Street, Key West, FL 33040

ITEMIZED QUANTITIES

Location: Venetia Street & Bertha, Key West, FL 33040
Scope: Venetia Street Storm Connection & Restoration (as per drawings rcvd)

Item	Description	Quantity	Units	Cost per Unit	Line Item Cost	Notes
1	36" Storm	169.0	LF	\$ 262.00	\$ 44,278.00	
2	Inlets, S-20A	1.0	EA	\$ 7,915.00	\$ 7,915.00	
3	Inlets, S-20B	1.0	EA	\$ 7,915.00	\$ 7,915.00	
4	Connection to S-20	1.0	EA	\$ 4,150.00	\$ 4,150.00	
5	Temporary Pavement Markings	1.0	LS	\$ 1,490.00	\$ 1,490.00	
Subtotal					\$ 65,748.00	
	Performance/Payment Bonds (\$20.00/Thousand)	1.0	LS	\$ -	\$ -	
	Mobilization/Demobilization	1.0	LS	\$ -	\$ -	
Total					\$ 65,748.00	
Notes:	<i>As per plans rcvd</i>					
Prepared by:	<i>Coral White</i>					
	Project Manager					
	Charley Toppino & Sons, Inc.					
Date:	1/26/21					Sheet 1 of 1

ATTACHMENT C



UTILITY BOARD OF THE CITY OF KEY WEST

P.O. BOX 6100
KEY WEST FL 33041-6100

DATE	MR #
12/15/20	MR21-23

REMIT TO:
SAME AS ABOVE

Bill To: City of Key West - Toppino's Re-rout Primary & Return to Normal
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JOBSITE: 1900 Blk Venetia - Between Dennis & Bertha

DESCRIPTION	QTY	RATE	AMOUNT
Director of Engineering Labor & Transportation (Labor Hours)	1.00	103.13	103.13
Engineering Supervisor Labor & Transportation (Labor Hours)	1.00	65.22	65.22
Autocad Operator Labor & Transportation (Labor Hours)	1.00	50.54	50.54
Eng. Field Rep. Labor & Transportation (Labor Hours)	2.00	50.54	101.07
Line Crew (5-Man) Labor & Transportation (Labor Hours)	40.00	413.53	16,541.35
Line Leader Labor & Transportation (Labor Hours)	40.00	88.58	3,543.05
SUBTOTAL LABOR & TRANSPORTATION			20,404.36
General Materials (1)	102.00	1.15	117.30
SUBTOTAL KEYS MATERIALS			117.30
TOTAL DUE			\$20,521.66

State Tax Charged to KEYS but Not Paid by Customer: -

Please Note: This cost has been prepared based upon current published tariffs which are subject to change if not paid within 90 days. Additionally, this cost may be recalculated if the customer initiates or causes any changes to the site plans. KEYS will schedule work upon receipt of payment. In the event this cost becomes part of an Agreement between Customer and KEYS, the terms of the Agreement will prevail.