RESOLUTION NO. 19-224

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED NEGOTIATED "DESIGN SERVICES PROPOSAL" BETWEEN THE CITY AND K2M DESIGN, INC. FOR ARCHITECTURAL SERVICES FOR TASKS 1 THROUGH 4 OF THE FREDERICK DOUGLASS GYM EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED $236,093.00 IN ACCORDANCE WITH NEGOTIATED TERMS AND TERMS SPECIFIED IN RFQ 19-001; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF KEY WEST, UPON CONSENT OF THE CITY ATTORNEY; AUTHORIZING ANY NECESSARY BUDGET AMENDMENTS AND TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 19-150, the City Commission approved the ranking of proposals in response to RFQ 19-001, and authorized the City Manager to negotiate and execute a contract with the highest-ranked proposer, K2M Design, Inc., for architectural services for the Frederick Douglass Gym Extension project; and

WHEREAS, the attached "Design Service Proposal" was negotiated, and City staff recommends approval by the City Commission; and

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

Section 1: That the attached "Design Services Proposal" between the City and K2M Design, Inc., is hereby approved for architectural services for the Frederick Douglass Gym Extension project in an amount not to exceed $236,093.00 for Tasks 1 through 4, in accordance with RFQ No. 19-001.

Section 2: That the City Manager or his designee is hereby authorized to execute any necessary documents, in conformance with terms and conditions contained in the RFQ and the Design Service Proposal, upon the advice and consent of the City Attorney.

Section 3: That this contract will be funded from Bahama Village CRA Fund 601/Capital Improvements account number #601-5502-555-6200 (BV55021701), and any necessary budget adjustments are hereby authorized.

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

Passed and adopted by the City Commission at a meeting held this 6th day of August, 2019.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of August, 2019.

Filed with the Clerk on August 7, 2019.

Mayor Teri Johnston	Yes
Vice Mayor Sam Kaufman	Yes
Commissioner Gregory Davila	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Absent

TERI JOHNSTON, 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

Date: July 8, 2019

To: Jim Scholl, City Manager

From: L. Kreed Howell, Engineering
Steve McAlearney, Engineering
Kelly Crowe, Engineering
Albi Balliu, Engineering

Subject: Approving negotiated terms of architectural services contract with K2M Design, Inc.

Action Statement

Approve the negotiated terms of the contract with K2M Design, Inc., (K2M) for an amount not to exceed $236,093 for Architectural Services to the Frederick Douglass Gym Expansion and authorize City Manager to enter into contract with K2M Design, Inc. Authorize any necessary budget transfers/amendments.

Background

At its meeting on August 10, 2017, the Bahama Village Redevelopment Advisory Committee (BVRAC) by Resolution 18-038, recommended to the CRA the approval of the Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan prepared by Zyscovich, Inc. The redesign and construction of an expansion to the Frederick Douglass Gymnasium is recommended as the number 2 priority capital project in this Visioning Plan. The City Commission, sitting as the CRA, approved the recommendation via Resolution 18-038.

In January 2019, Engineering Services advertised Request for Qualifications 19-001, Frederick Douglass Gym Expansion Renovations. To expediate design and ultimate construction of the facility, the City requires the services of a qualified firm to provide architectural design services.

RFQ No. 19-001, *Frederick Douglass Gym Expansion Renovations*, was issued on January 28, 2019. Qualification packages were received on March 6, 2019. The City received three (3) responses to the RFQ from the following firms:

K2M Design
William Horn Architects

Hayes Cummings Architects

Based on review of received submittals, all firms were considered responsive and responsible. On April 8, 2019, an evaluation committee of City Staff held a publicly advertised meeting to present qualification ranking of the three firms submitting qualifications in response to the RFQ.

The committee, including representatives from multiple departments and a BVRAC Representative conducted qualification ranking of the received submittals using the Selection Criteria Matrix in the RFQ.

As indicated in the attached Proposal Evaluation Ranking spreadsheet, the three (3) highest ranked firms and average total ranking points were:

K2M Design, Inc.	84.8	Points
William P. Horn Architect, P.A.	84.0	Points
Hayes Cumming Architects, P.A.	65.0	Points

K2M Design, Inc. was the highest ranked firm and is recommended by the evaluation committee to provide requested architectural services for the *Frederick Douglass Gym Expansion Renovations.* These ranking results were briefed to the Bahama Village Redevelopment Advisory Committee at their May 2nd meeting, and approved by the City Commission on May 21st via Resolution 19-150.

See attached K2M Design Services Proposal for a complete list of services to be provided.

Financial Issues

City Staff has negotiated the terms and conditions of the Proposal provided by K2M for professional services at compensation rate of $236,093.00 for Tasks 1 through 4, which Staff determined fair, competitive and reasonable. This amount also falls well within the recommended limits of the Florida Department of Management Services' fee estimator for Architectural services. Should the City Commission not accept this proposal, Staff will decline to execute this contract with K2M and will begin negotiations with the second most qualified firm.

The negotiated compensation of $236,093 will be funded from account number 6015502 5556200 (BV55021701; Bahama Village CRA fund 601 (Capital Improvements)).

Recommendation

The selection committee recommends the Key West City Commission approve the negotiated terms of the contract with K2M Design, Inc., for an amount not to exceed $236,093 for Architectural Services to the Frederick Douglass Gym Expansion and authorize City Manager to enter into contract with K2M Design, Inc., and approve any necessary budget transfers/amendments.

K2M DESIGN

DESIGN SERVICES PROPOSAL

Date: June 13, 2019

Client: **City of Key West**
Engineering Services
1300 White Street
Key West, FL 33040
Attn.: Mr. Steven McAlearney, Director of Engineering

Design Professional: K2M Design®, Inc.
1150 Virginia Street
Key West, FL 33040

PW: **Erica Poole**

Project: **Frederick Douglass Gym Extension**

I. Scope of Services

A. Design Professional shall provide project management, architectural, interior design, civil, landscaping, irrigation, geotechnical, structural, life safety, and MEP engineering services as required to develop the site and building as provided in the City of Key West RFQ #19-001 issued January 28, 2019. Design phases include schematic design, design development, construction documents, and preliminary permitting. Refer to APPENDIX A for an expanded scope of work.

II. Conditions

A. Refer to the Agreement between City of Key West and K2M Design, Inc. entitled "Architectural Services" for all governing terms and conditions for the project.

B. Refer to APPENDIX B for Drawing List.

C. Refer to APPENDIX C for Stipulations, Exclusions, & Additional Services

III. Compensation

A. For services described in Section IA, Client agrees to pay a fixed fee of as noted in the fee schedule below as required to complete the services, unless otherwise agreed to in writing by Client.

FEE SCHEDULE	TOTAL
PreDesign Services	$ 6,270.00
Schematic Design	$ 30,093.50
Design Development	$ 55,726.50
Construction Documents	$ 77,153.00
Preliminary Permitting	$ 7,250.00
Project Management	$ 24,400.00
Consultant - Civil Engineering	$ 27,500.00
Consultant - Irrigation	$ 2,750.00
Consultant - Geotechnical	$ 4,950.00
Total	$236,093.00

B. Any items beyond those specifically outlined and described herein are considered to be Additional Services. Additional Services will be provided only after written amendment to this Agreement is received by Design Professional.

C. In addition to compensation noted above, Client shall pay Design Professional for any and all reimbursable expenses.

	Schematic Design	Design Develop	Construction Document	Subtotal
K2M Design				
Printing	$ 300.00	$ 1,400.00	$ 1,600.00	$ 3,300.00
FedEx	$ 100.00	$ 100.00	$ 100.00	$ 300.00
Specs			$ 800.00	$ 800.00
Totals	$ 400.00	$ 1,500.00	$ 2,500.00	$ 4,400.00

SCHEDULE

Design Professional shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Client acknowledges that the completion of Design Professional's services is dependent upon third-parties not under the control of Design Professional as well as the cooperation of Client. Design Professional will make reasonable efforts to complete its work within Client's time constraints. However, Design Professional's inability to satisfy Client's time constraints for reasons beyond the control of Design Professional will not be deemed a breach of this Agreement.

The following schedule is considered:

- Notice to Proceed — June 10
- Pre-Design Services — 1 week
- Schematic Design / HARC — 12 weeks
  - Owner Review — 1 week
- Design Development / DRC — 12 weeks
  - Owner Review — 2 weeks
- Construction Documents — 8 weeks
  - Owner Review — 2 weeks
- Preliminary Permitting — TBD*

*Design Professional cannot guarantee permit issuance within a given time frame.

This Agreement represents the entire integrated Agreement between Client and Design Professional and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only in writing and signed by both Client and Design Professional. This Agreement remains valid for thirty days after which time Design Professional reserves the right to modify or amend the Agreement.

Please sign and return this Agreement for our records. Authorization by Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification,

addition or deletion. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by both Design Professional and Client.

Signature –	Date	K2M Design®, Inc. Erica Poole, Project Manager	6/13/2019
Printed Name	Title	K2M Design®, Inc. Scott C. Maloney, President	6/13/2019

APPENDIX A: SCOPE OF WORK

The following page outlines an expanded Scope of Work (fee includes):

K2M TASKS BY PHASE & ASSIGNMENTS BY DISCIPLINE			Hours Quantity	Blended Rate	Phase Subtotals
1	Pre-Design Services		56.0	$ 111.96	$ 6,270.00
Activity	**Discipline**	**Role**	**Hours**	**Rate**	**Subtotal**
Site Visit / Due Diligence	Architecture	Architect II	8.0	$ 125.00	$ 1,000.00
Field Measure	Architecture	Drafter II	12.0	$ 80.00	$ 960.00
Drafting - Existing Conditions	Architecture	Drafter II	12.0	$ 80.00	$ 960.00
Internal Kick-off	Architecture	Architect II	1.0	$ 125.00	$ 125.00
	Architecture	Drafter III	1.0	$ 105.00	$ 105.00
	Interior Design	Designer II	1.0	$ 105.00	$ 105.00
	M/P Engineering	Engineer II	1.0	$ 125.00	$ 125.00
	Electrical Engineering	Principal	1.0	$ 225.00	$ 225.00
	Structural Engineering	Engineer II	1.0	$ 115.00	$ 115.00
Client Kick-off Meeting	Architecture	Architect II	3.0	$ 125.00	$ 375.00
	Electrical Engineering	Principal	3.0	$ 225.00	$ 675.00
consultant Kick-off Meeting	Architecture	Architect II	2.0	$ 125.00	$ 250.00
Coordinate Geotechnical Work	Architecture	Architect II	4.0	$ 125.00	$ 500.00
Code Analysis	Architecture	Architect II	6.0	$ 125.00	$ 750.00
2	Schematic Design		298.2	$ 100.92	$ 30,093.50
Activity	**Discipline**	**Role**	**Hours**	**Rate**	**Subtotal**
Schematic Design	Architecture	Architect II	24.0	$ 125.00	$ 3,000.00
Schematic Design Drawings	Architecture	Drafter II	164.7	$ 80.00	$ 13,176.00
	Interior Design	Designer II	31.5	$ 105.00	$ 3,307.50
Schematic Design Coordination	Architecture	Architect II	12.0	$ 125.00	$ 1,500.00
Building Component Selections	Architecture	Architect II	12.0	$ 125.00	$ 1,500.00

Design/Layout & System Selection	M/P Engineering	Engineer II	12.0	$ 125.00	$ 1,500.00
Lighting Selections	Electrical Engineering	Engineer II	4.0	$ 125.00	$ 500.00
Finish Selections	Architecture	Architect II	8.0	$ 125.00	$ 1,000.00
Preliminary Cost Estimate	Asset Management	Senior Asset Manager III	10.0	$ 135.00	$ 1,350.00
QA/QC	Architecture	Senior Project Manager III	4.0	$ 165.00	$ 660.00
Client Submittal	Architecture	Architect II	4.0	$ 125.00	$ 500.00
Presentation / Review Meeting	Architecture	Architect II	6.0	$ 125.00	$ 750.00
	Electrical Engineering	Principal	6.0	$ 225.00	$ 1,350.00
3	**Design Development**		**509.7**	**$ 109.33**	**$ 55,726.50**
Activity	**Discipline**	**Role**	**Hours**	**Rate**	**Subtotal**
Design Development Drawings	Architecture	Drafter II	164.7	$ 80.00	$ 13,176.00
	Interior Design	Designer II	31.5	$ 105.00	$ 3,307.50
	M/P Engineering	Engineer II	50.4	$ 125.00	$ 6,300.00
	Electrical Engineering	Engineer II	55.7	$ 125.00	$ 6,956.25
	Structural Engineering	Engineer II	51.5	$ 115.00	$ 5,916.75
Design Development Refinement	Architecture	Architect II	16.0	$ 125.00	$ 2,000.00
MEP/S Engineering Coordination	Architecture	Architect II	6.0	$ 125.00	$ 750.00
Calculations, Design, & Modeling	Structural Engineering	Engineer II	16.0	$ 115.00	$ 1,840.00
ComCheck	M/P Engineering	Engineer II	8.0	$ 125.00	$ 1,000.00
	Electrical Engineering	Engineer II	6.0	$ 125.00	$ 750.00
	Architecture	Architect II	6.0	$ 125.00	$ 750.00
Calculations: System Sizing, Duct calcs	M/P Engineering	Engineer II	6.0	$ 125.00	$ 750.00
Calculations/Layout /Design	Electrical Engineering	Engineer II	8.0	$ 125.00	$ 1,000.00

K2MDESIGN.COM
PROF. REG. AA26001059
CA No: 30945

305.292.7722 • 1150 Virginia Street • Key West, FL 33040
305.289.7980 • 3000 Overseas Highway • Marathon, FL 33050
305.307.5842 • 95360 Overseas Highway, Ste.9 • Key Largo, FL 33037

Landscape Design	Architecture	Architect II	30.0	$ 125.00	$ 3,750.00
DD Cost Estimate	Asset Management	Senior Asset Manager III	8.0	$ 135.00	$ 1,080.00
QA/QC	Architecture	Senior Project Manager III	6.0	$ 165.00	$ 990.00
	M/P Engineering	Senior Engineer	6.0	$ 170.00	$ 1,020.00
Client Submittal	Architecture	Architect II	4.0	$ 125.00	$ 500.00
Presentation / Review Meeting	Architecture	Architect II	2.0	$ 125.00	$ 250.00
	Electrical Engineering	Principal	2.0	$ 225.00	$ 450.00
Spec Pull	Architecture	Architect II	8.0	$ 125.00	$ 1,000.00
	M/P Engineering	Engineer II	6.0	$ 125.00	$ 750.00
	Electrical Engineering	Engineer II	6.0	$ 125.00	$ 750.00
	Structural Engineering	Engineer II	6.0	$ 115.00	$ 690.00
4	**Construction Documents**		**716.0**	**$ 107.76**	**$ 77,153.00**
Activity	**Discipline**	**Role**	**Hours**	**Rate**	**Subtotal**
Construction Document Drawings	Architecture	Drafter II	248.9	$ 80.00	$ 19,910.40
	Interior Design	Designer II	47.6	$ 105.00	$ 4,998.00
	M/P Engineering	Engineer II	106.1	$ 125.00	$ 13,260.00
	Electrical Engineering	Engineer II	117.1	$ 125.00	$ 14,641.25
	Structural Engineering	Engineer II	108.3	$ 115.00	$ 12,453.35
Construction Document Refinement	Architecture	Architect II	12.0	$ 125.00	$ 1,500.00
Specifications	Architecture	Architect II	12.0	$ 125.00	$ 1,500.00
	M/P Engineering	Engineer II	8.0	$ 125.00	$ 1,000.00
	Electrical Engineering	Engineer II	8.0	$ 125.00	$ 1,000.00
	Structural Engineering	Engineer II	8.0	$ 115.00	$ 920.00
City Front End	Architecture	Architect II	8.0	$ 125.00	$ 1,000.00

QA/QC	Architecture	Senior Project Manager III	8.0	$ 165.00	$ 1,320.00
	M/P Engineering	Senior Engineer	6.0	$ 170.00	$ 1,020.00
Client Submittal	Architecture	Architect II	4.0	$ 125.00	$ 500.00
CD Cost Estimate	Asset Management	Senior Asset Manager III	8.0	$ 135.00	$ 1,080.00
Presentation/Review Meeting	Architecture	Architect II	3.0	$ 125.00	$ 375.00
	Electrical Engineering	Principal	3.0	$ 225.00	$ 675.00
5	**Permitting**		**58.0**	**$ 125.00**	**$ 7,250.00**
Activity	**Discipline**	**Role**	**Hours**	**Rate**	**Subtotal**
Due Diligence	Architecture	Architect II	8.0	$ 125.00	$ 1,000.00
HARC Initial Review Meetings	Architecture	Architect II	4.0	$ 125.00	$ 500.00
HARC Submittal & Application	Architecture	Architect II	4.0	$ 125.00	$ 500.00
HARC Presentation (2 Readings)	Architecture	Architect II	8.0	$ 125.00	$ 1,000.00
Tree Commission Initial Review Meeting	Architecture	Architect II	1.0	$ 125.00	$ 125.00
Tree Commission Submittal & Application	Architecture	Architect II	2.0	$ 125.00	$ 250.00
Tree Commission Presentation	Architecture	Architect II	2.0	$ 125.00	$ 250.00
DRC/Planning Board Submittal & Application	Architecture	Architect II	2.0	$ 125.00	$ 250.00
DRC Presentation	Architecture	Architect II	3.0	$ 125.00	$ 375.00
Planning Board Presentation	Architecture	Architect II	3.0	$ 125.00	$ 375.00
City Commission/CRA Presentation	Architecture	Architect II	3.0	$ 125.00	$ 375.00
BVRAC Presentation	Architecture	Architect II	3.0	$ 125.00	$ 375.00
Parks & Recreation Presentation	Architecture	Architect II	3.0	$ 125.00	$ 375.00
Public Review Meetings	Architecture	Architect II	12.0	$ 125.00	$ 1,500.00

6	Project Management		174.0	$ 140.23	$ 24,400.00
Activity	**Discipline**	**Role**	**Hours**	**Rate**	**Subtotal**
Internal Project Management	Architecture	Architect II	42.0	$ 125.00	$ 5,250.00
Engineering Coordination	Electrical Engineering	Principal	10.0	$ 225.00	$ 2,250.00
	M/P Engineering	Senior Engineer	10.0	$ 170.00	$ 1,700.00
Design Coordination	Architecture	Architect II	12.0	$ 125.00	$ 1,500.00
Consultant Coordination	Architecture	Architect II	18.0	$ 125.00	$ 2,250.00
Client Coordination	Architecture	Architect II	24.0	$ 125.00	$ 3,000.00
	Electrical Engineering	Principal	8.0	$ 225.00	$ 1,800.00
Meeting Participation (PM)	Architecture	Architect II	12.0	$ 125.00	$ 1,500.00
Meeting Participation (Non-PM)	Electrical Engineering	Principal	12.0	$ 225.00	$ 2,700.00
Scheduling	Architecture	Architect II	10.0	$ 125.00	$ 1,250.00
Accounting	Admin	Administration	16.0	$ 75.00	$ 1,200.00

Additionally, David Douglas Associates, Inc., will provide the following services:

A. Civil Site Plan
B. Paving/Grading/Drainage Plan
C. Associated Details
D. Modification to the Frederick Douglass Gym South Florida Water Management Permit

Additionally, Blue Island Lighting & Irrigation, will provide the following services:

A. Water Supply
B. System Design
C. Material Breakdown & Quantities
D. Water Use Calculations
E. Bidding Specifications

APPENDIX B: DRAWING LIST

The following drawings are anticipated as part of the overall project effort:

	DRAWING LIST BY discipline	# OF DRAWINGS
	ARCHITECTURE	**44**
Sheet	**Title**	**# of Sheets**
G0.0.1	Cover Sheet	1
G0.0.2	Drawing Index and Project Information	1
G0.1.1	Accessibility Guidelines	1
G0.2.1	UL Details	2
G2.1.1	Life Safety Plans	1
V1.1.1	Site Survey	1
A0.0.1	Cover Sheet	1
A0.1.1	General Notes/Specifications	1
AD1.1.1	Site Demolition Plans	1
AD2.1.1	Demolition Plan	1
AD2.3.1	Demolition Roof Plans	1
AD3.1.1	Demolition Exterior Elevations	2
AD3.2.1	Demolition Photos and Notes	1
A1.1.1	Architectural Site Plan	2
A1.2.1	Site Details	2
A2.1.1	Floor Plans	2
A2.2.1	Ceiling Plans	2
A2.3.1	Roof Plans	1
A3.1.1	Exterior Elevations	2
A3.2.1	Building Sections	2
A3.3.1	Wall Sections	2
A4.1.1	Enlarged Floor Plans	2
A4.2.1	Enlarged Ceiling Plans	2
A6.1.1	Schedules	2
A6.2.1	Door Details	1
A6.2.1	Window Details	1
A7.1.1	Stair Plans, Sections, and Details	1
A7.2.1	Elevator Plans, Sections, and Details	1
A8.1.1	Roofing Details	1
A8.2.1	Exterior Details	1
A8.3.1	Interior Details	1
A9.1.1	Wall Types	1
	INTERIOR DESIGN	**9**
Sheet	**Title**	**# of Sheets**

I2.1.1	Finish Plan	1
I2.2.1	Ceiling Plan	1
I2.3.1	Furniture Plan	1
I4.2.1	Interior Elevations	2
I5.1.1	Enlarged Millwork Plans	1
I5.2.1	Millwork Details & Sections	1
I6.1.1	Schedules - Finish & Room Types	1
I9.1.1	Interior Details	1
	STRUCTURAL	**9**
Sheet	**Title**	**# of Sheets**
S0.1.1	General Notes	1
SD1.1.1	Structural Demolition Sheets	1
S1.1.1	Foundation Plan	1
S2.1.1	First Floor Framing Plan	1
S2.1.2	Second Floor Framing Plan	1
S2.2.1	Roof Framing Plan	1
S3.1.1	Foundation Sections and Details	1
S3.2.1	Framing Sections and Details	1
S3.3.1	Roof Sections and Details	1
	MECHANICAL	**5**
Sheet	**Title**	**# of Sheets**
M0.1.1	General Notes and Schedules	1
M2.1.1	First Floor Mechanical Plan	1
M2.1.2	Second Floor Mechanical Plan	1
M2.3.1	Roof Mechanical Plan	1
M5.1.1	Details	1
	PLUMBING	**5**
Sheet	**Title**	**# of Sheets**
P0.1.1	Plumbing Schedules, Notes & Symbols	1
P2.1.2	Typical Floor Sanitary	1
P2.2.2	Typical Floor Domestic Water	1
P3.1.2	Sanitary / Vent Riser Diagram	1
P5.1.1	Details	1
	ELECTRICAL	**11**
Sheet	**Title**	**# of Sheets**
E0.1.1	Legends & Schedules	1
E1.1.1	Electrical Site Plan	1
E2.1.1	First Floor Power Plan	1

E2.1.2	Second Floor Power Plan	1
E2.2.1	First Floor Lighting Plan	1
E2.2.2	Second Floor Lighting Plan	1
E2.3.1	Technology Plan	1
E3.1.1	One Line Diagram	1
E3.1.2	Panel Schedules / Riser Diagram	1
E5.1.1	Details	1
E6.1.1	Electrical Schedules	1
	CIVIL	**9**
Sheet	**Title**	**# of Sheets**
C1	General Notes	1
C1A	Specifications	1
C2	Demolition Plan	1
C3	Site Plan	1
C4	Utilities Plan	1
C5.1.1	SWPPP Plan	1
C6	Details	1
IR1	Irrigation Plan	1
IR2	Irrigation Details, Notes & Calculations	1

APPENDIX C: STIPULATIONS, EXCLUSIONS, AND ADDITIONAL SERVICES

Stipulations

Upon signing of this Design Services Agreement, it may be necessary and useful for the following documents to be completed depending upon applications required by local jurisdictions:

- Signed and notarized Authorization Form
- **Warranty Deed showing current owner's name**
- Survey completed and certified within 12 months
- Previous architectural drawings for existing building
- Elevation certificate showing flood designation from FEMA maps
- Appraisal showing land value and structure value completed within 12 months

The Schematic Design Documents shall consist of drawings and other documents including a site plan, preliminary building plans, elevations, and sections. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Design Professional shall also provide a preliminary cost estimate.

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations (including interior elevations), typical construction details, and diagrammatic layouts of building systems to fix and describe the scope, relationships, form, size, appearance and character of the Project as to civil, architectural, interior design, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include specification pull to identify major materials and systems and establish in general their quality levels. During this phase a building and local code analysis, itemizing any potential implications on the Project will be defined along with a utility analysis for new construction projects. An updated cost estimate will be provided.

The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Client and Design Professional acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Design Professional shall review if engaged to do so. An updated cost estimate will be provided. Revisions and modifications to Construction Documents after the Design Professional has submitted to Client which are at the request of the Client or the Authority Having Jurisdiction will be completed for an additional fee.

Irrigation system will be designed utilizing the existing system on site.

Civil engineering will incorporate the perimeter around the building, and sidewalk design adjacent to the building.

Any revisions to scope of services, design criteria or changes requested which result in any redesign after 50% complete will be considered additional services. Written authorization will be required from the Client prior to proceeding with additional services.

Detailed and / or defined Fire Alarm and Fire Suppression deferred submission documents are to be provided by the Client's contractor based on Design Professional's general design criteria, code, and other requirements from the AHJ. A registered design professional hired by the Client's contractor shall design, sign, and seal the documents for permitting and AHJ approval. Design Professional will not sign, seal, stamp, certify, or otherwise approve these drawings, but Design Professional may review for general compliance with the contract documents' intent.

The adjacent electric utility serving the property is understood to be adequate for this project. Redesign of electrical service will be at an additional fee.

The plumbing system design includes an upgrade to the water and sanitary lines serving the building.

Design document submissions will be provided to the Client in electronic PDF format.

Client shall provide written approval of the Design Professional's Schematic Design, Design Development, and Construction Document submissions to the Design Professional within a reasonable time from receipt of each submission. Client shall inform the Design Professional of sequence and timing of the solicitation of construction bids for the Project.

In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Design Professional's opinion of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Design Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Design Professional's opinion of probable construction cost.

Exclusions

- Bidding phase services.
- Permitting beyond the initial approvals by the departments/boards mentioned in this proposal.
- Construction administration services.

Additional Services

Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which, therefore, cannot be included in the basic services agreement. Such additional services, when requested in writing by Client, shall be performed at an hourly rate per the Design Professional rates or negotiated fixed fee.

Design of security, energy management and point of sale systems.

Providing services in connection with evaluating substitutions proposed by the contractor, and making subsequent revisions resulting therefrom, and deciding disputes between Owner and Contractor(s) are an additional price.

Providing consulting concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work are an additional service.

Preparing documents for alternate, separate, phased or sequential bids or providing service in connection with bidding, negotiation or construction.

If renderings are required, they shall be billed at the Design Professional's standard rate for renderings: $3400 for 3D rendering and $2400 for 2D rendering.

Record Drawings – Record drawings will be prepared utilizing Contractor "as-builts" on an hourly rate basis only. The drawings will be prepared by Design Professional's drafting staff only. Design Professional will maintain electronic files for this project and provide one digital set to Client.

LEED Services not included but available as an additional service if a LEED level is defined by Client. Design will meet standing of the Florida Green Building Coalition where practical.

RESOLUTION NO. 19-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE COMMITTEE RANKING OF FIRMS SUBMITTING RESPONSES TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 19-001: ARCHITECTURAL SERVICES FOR FREDERICK DOUGLASS GYM EXPANSION; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE FIRST-RANKED FIRM, K2M DESIGN, INC., UPON CONSENT OF THE CITY ATTORNEY; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS/AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 18-038, the CRA approved the Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan prepared by Zyscovich, Inc. The redesign and expansion of the Frederick Douglass Gymnasium was part of this Visioning Plan; and

WHEREAS, on January 28, 2019, the City issued a Request for Qualifications for firms capable of providing architectural services for Frederick Douglass Gym Expansion; and

WHEREAS, the City Clerk opened three qualification packages on March 6, 2019; and

WHEREAS, an evaluation committee comprised of City staff, convened at a properly noticed meeting conducted consistent with the "Sunshine Law," on April 8, 2019, and ranked the respondents in order of their qualifications, and recommends selection of the highest-ranked firm, K2M Design; and

WHEREAS, on May 2, 2019, the Bahama Village Redevelopment Advisory Committee reviewed the ranking; and

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

Section 1: That the top three responses to RFQ No. 19-001 for Architectural Services: Frederick Douglass Gymnasium Expansion are hereby ranked and approved by the City Commission as follows:

(1) K2M Design, Inc.

(2) William P. Horn Architect, PA

(3) Hayes Cumming Architects, PA

Section 2: That the City Manager is authorized to negotiate and execute a contract with the first-ranked firm, K2M Design, Inc., and if the City is unable to negotiate a satisfactory contract, negotiations with that firm will be formally terminated and negotiations undertaken with the second-ranked firm, until an acceptable agreement for Tasks 1 through 4 described in the RFQ is reached.

Section 3: That this project will be funded though Budget Account 6015-502-555-6200 Project BV55021701; CRA Fund 601 Capital Improvements.

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

Passed and adopted by the City Commission at a meeting held this 21st day of May, 2019.

Authenticated by the Presiding Officer and Clerk of the Commission on 22nd day of May, 2019.

Filed with the Clerk on May 22, 2019.

Mayor Teri Johnston	Yes
Vice Mayor Sam Kaufman	Yes
Commissioner Gregory Davila	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Absent
Commissioner Jimmy Weekley	Yes

TERI JOHNSTON, 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

Date: May 10, 2019

To: Jim Scholl, City Manager

From: L. Kreed Howell, Engineering
Steve McAlearney, Engineering
Albi Balliu, Engineering
Angela Budde, Planning
Amanda Willett-Ramirez, Legal
Annette Mobley, BVRAC

Subject: Approving ranking of firms submitting responses to Request for Qualifications (RFQ) No. 19-001: Architectural Services to the Frederick Douglass Gym Expansion

Action Statement

Approve evaluation panel ranking of firms submitting responses to RFQ 19-001: Architectural Services to the Frederick Douglass Gym Expansion and authorize City Manager to negotiate and, pursuant to legal review, enter into contract with K2M Design, Inc. Authorize any necessary budget transfers/amendments.

Background

At its meeting on August 10, 2017, the Bahama Village Redevelopment Advisory Committee (BVRAC) by Resolution 18-038, recommended to the CRA the approval of the Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan prepared by Zyscovich, Inc. The redesign and construction of an expansion to the Frederick Douglass Gymnasium is recommended as part of this Visioning Plan. The City Commission, sitting as the CRA, approved the recommendation via Resolution 18-038.

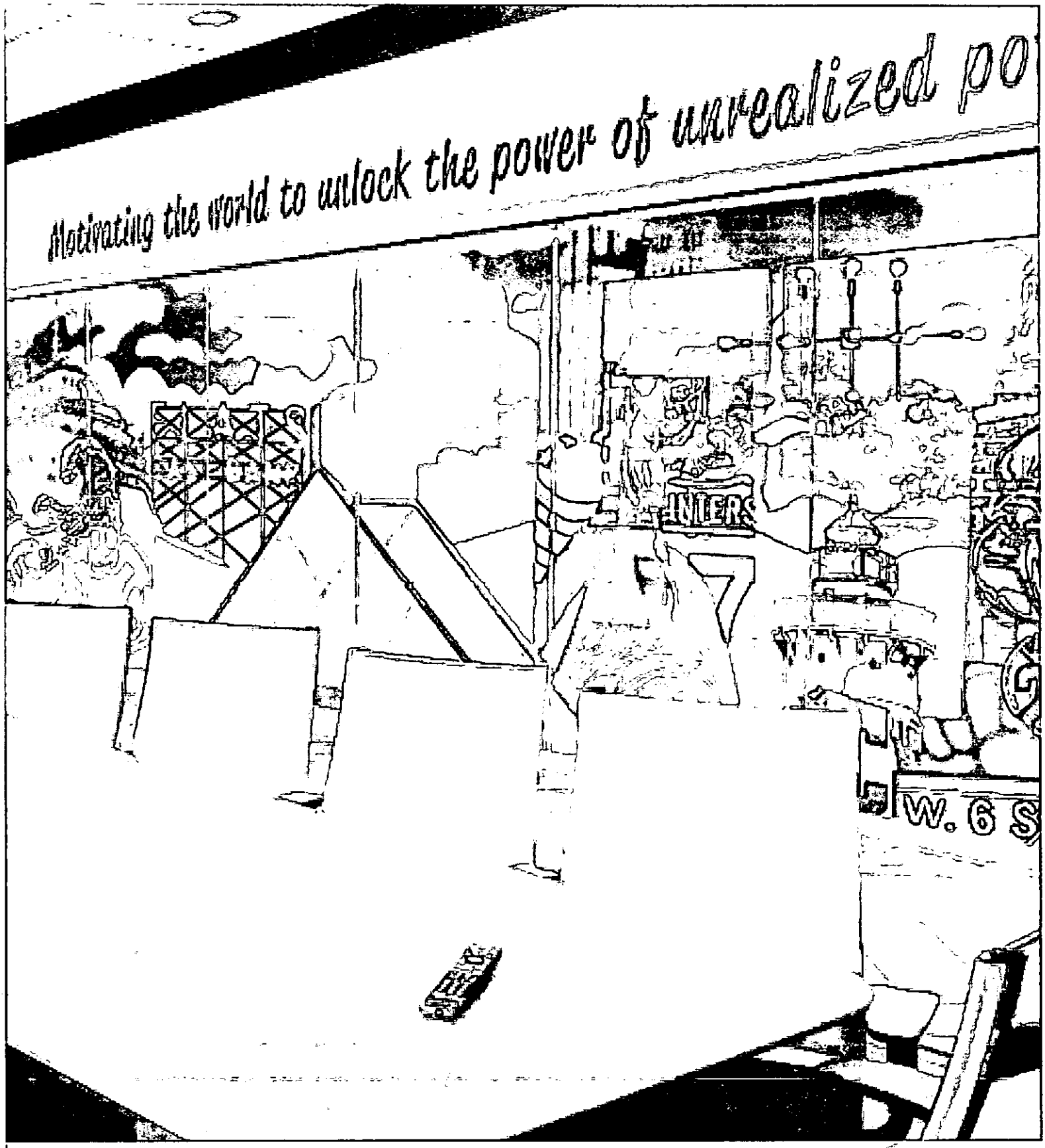
In January 2019, Engineering Services advertised Request for Qualifications 19-001, Frederick Douglass Gym Expansion Renovations. To expediate design and ultimate construction of the facility, the City requires the services of a qualified firm to provide architectural design services. Anticipated services include:

Task 1: Pre-Design Services

Kick-Off Meeting(s)

SAMPLE CONTRACT

THE FOLLOWING AGREEMENT IS A DRAFT AGREEMENT AND SHOULD NOT BE FILLED OUT AS PART OF THE SUBMISSION PACKAGE. FINAL AGREEMENT WILL BE IN SUBSTANTIAL CONFORMANCE WITH THE ATTACHED



K2M DESIGN

City of Key West RFQ 19-001 Architectural Services for

Frederick Douglas Gym Extension

Cover Letter

March 6, 2019

City Clerk, City of Key West
1300 White Street
Key West, Florida 33040
Attn.: Ms. Cheri Smith, City Clerk

Dear Ms. Smith,

K2M Design, Inc. (K2M), with our partners, DDAI and Nutting Engineers, are pleased to submit our Qualifications for Professional Architectural Services for the Frederick Douglas Gym Extension. The team will utilize our extensive experience with projects nationwide, in the Florida Keys, and specifically with the City of Key West, to produce an outstanding project for the City and the community. Together with our partners, we form a dynamic team with the insight and skills to complete this exciting project for the City.

Providing architectural, engineering, interior design, and asset management services in Monroe County for more than 17 years, **K2M** is the only Full-Service professional services firm headquartered in Key West with additional offices in Marathon and Key Largo. Our team has a unique combination of expertise and "boots on the ground" for timely responses to the City's project needs. We understand the City is anticipating planning, design, permitting, estimating, bidding, construction, start-up and certification for the Frederick Douglas Gym Expansion project.

Our Key West Team is led by myself and Steve Grasley, a Professional Engineer, who has been designing sustainable, economical, and practical solutions in the Keys for the last 17 years. Steve will serve as the Principal in Charge and QA/QC lead, while I will manage the contracting and Project Management personnel for this partnership, overseeing the Project Manager, Erica Poole, RA, a talented Architect and Permitting Specialist. This ensures design knowledge continuity and an experienced, responsible professionals observing, reviewing and making decisions to advance this project successfully forward at all stages of development.

Our team has extensive experience with the City of Key West on numerous projects over our 17-year history, and recently on Truman Waterfront Phase 1B, Key West Boys and Girls Club, Knight Pier, Wicker's Field Athletic Field trailers, Fire Station #2. K2M Design looks forward to exceeding the City's expectations on this project as we have in recent projects.

The K2M team is committed to providing the City of Key West with the most comprehensive and responsive design solutions that are on time and within budget. We are excited to continue our successful partnership with the City of Key West. Thank you for considering our team for this exciting project.

Building Relationships Based on Trust and Results,

Joe Moody
K2M Design, Inc.
Director
1150 Virginia Street
Key West, Florida 33040
305.307.5845
jmoody@k2mdesign.com

Information Page

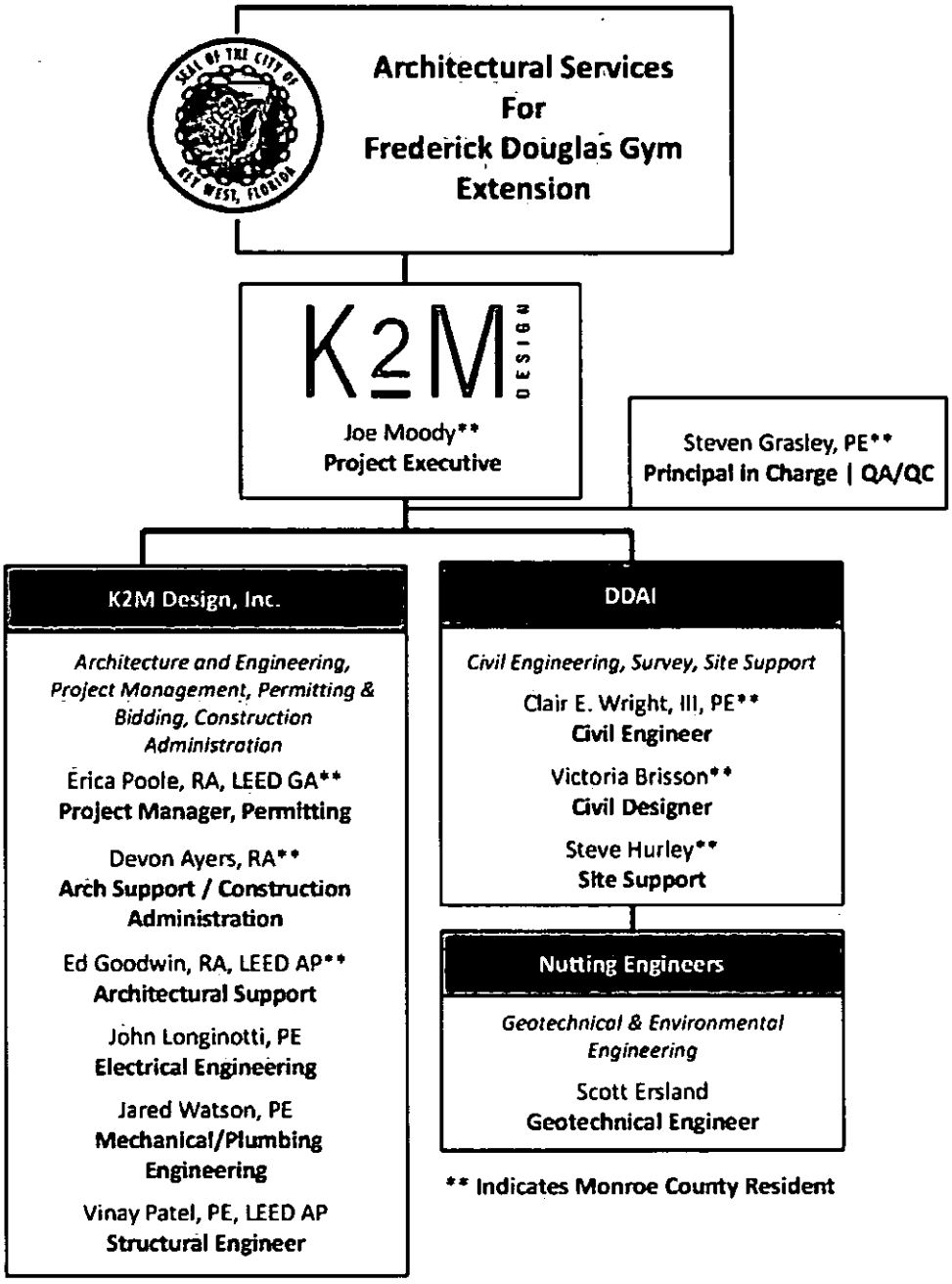
City of Key West
Qualifications for Architectural Services
For Frederick Douglas Gym Extension
RFQ# 19-001

K2M Design, Inc.
1150 Virginia Street
Key West, Florida 33040
305.292.7722

Project Manager:
Erica Poole, RA
305.307.5840
epoole@k2mdesign.com

Person with Authority:
Joe Moody, Director
305.307.5845
jmoody@k2mdesign.com

Organization Chart



This Team Brings Over 20 LEED Professionals Within the Firms

Company Profile

Empowered individual leadership and creativity embody the strengths of our design teams. We are a dynamic, high-growth Architecture, Engineering, and Interior Design firm with a multi-discipline Facility Assessment division. Our established regional teams are strengthened by the depth of our experience and are united by an ambitious spirit and proven ability to manage projects. The *People* of K2M are our most valuable resource and your *Project* is their passion. That is the drive behind our design services. Our professionals are invested in nurturing long-term relationships and the ongoing success of your projects. We are living out our mission of *Building Relationships Based on Trust and Results.*

K2M is a Florida Corporation, **located in Key West, Marathon, and Key Largo, Florida** with six additional offices throughout the United States. Our team of Architects and Engineers in the Keys are all local residents, living, working and raising their families in the Florida Keys. Our team members are involved with the community through participation in charitable work and in local government and community organizations. The team is involved in organizations such as: City of Key West Historical Architectural Review Commission (HARC), Fair Insurance Rates of Monroe (FIRM), Take Stock in Children, Habitat for Humanity, Florida Keys Community Land Trust Board of Directors, Centennial Bank Key West Advisory Board, serving in roles such as Commissioner and Board members. We are also active with the City of Key West Chamber of Commerce, City of Marathon Chamber of Commerce, United States Green Building Council and the Keys, and Ocean Reef Community Association. Our team members are proud of their community and participate actively as part of the fabric of the Florida Keys. This enables us to understand intimately the Keys lifestyle and design for promulgating Keys Lifestyle in every project.

In addition to our local team members, we offer national scale with a **firm size** of over 80+ professionals which are utilized by our Key's project teams. Our additional expertise includes Architecture, Mechanical, Electrical, Plumbing, and Structural Engineering, Interior Design, Master Planning / Needs Assessments, Programming, Facility Condition Assessments, Solar, and many Specialty Consulting Services for the governmental, institutional, commercial, hospitality, and retail markets. K2M is recognized for developing the unique character of each project and creating innovative design solutions that respect our clients' sensibilities and budgets.

Key West Office – 2 Blocks from City Hall

Competitive Advantages

Our Local Key West team prides itself on our abilities to build relationships with our client partners based on trust and results. From Day 1 to "Day Done" we are committed to ensuring a smooth project process for the City of Key West. You might ask the question, why work with K2M Design, Inc. What differentiates us from the rest?

- Culture: Principled in integrity, and resolute in culture. Our team prides itself on our unwavering commitments to our clients, team, and trusted partners
- Responsive with Solutions: Every engagement we undertake is an opportunity to serve as a trusted advisor. We take pride in the quality of product produced for each and every client. The team is diligent in providing solutions to everyday problems while adhering to schedule and budget.
- Fearless, Driven, Tenacious: We have a fierce determination to look towards the future, resulting in constant improvement in what we do. Led by experienced leaders, pushing the team to new heights, focused on doing things right.
- Local, Key West Based Team: Our professionals live, work and raise their families in Key West and the Florida Keys. We know the City, the community, and are part of the lifestyle of the Florida Keys. We are your friends and neighbors and we keep our dollars earned in the Florida Keys – bolstering the local community and economy. Our team members also give back through their charitable work and participation in local government and community organizations.

Subconsultants / Partners

DAVID DOUGLAS ASSOCIATES, INC.
CIVIL ENGINEERS • LAND PLANNERS • CONTRACT ADMINISTRATORS

David Douglas Associates, Inc. (DDAI), founded in 1996, has served the public and private sector in the Florida Keys and Southwest Florida for 20 years providing full service Civil Engineering, Planning, and Project Management services. DDAI has solely operated under this name since its' inception. We are committed to providing the highest level of professional engineering services to our clients and our community. We know that quality service and sincere efforts do make a difference and pride in a project is important to us as well as to you. These attributes lead to our client's success which ultimately leads to our success.

Due to our knowledge of the area, the permitting process and our working relationships with the public agencies and other consultants in the community, we provide a value-enhanced service to our clients that is difficult to match. The principal management team and supporting staff of DDAI have served the Florida Keys and Southwest Florida in different capacities since 1979. Our combined years of experience allows us to provide our services with confidence. We will design and manage your project with your best interests in mind. The firm has a dedicated group of skilled professionals of various disciplines. In addition to our corporate core, we have excellent relationships with other community professionals who may be utilized as sub-consultants from time to time should a project warrant.

DDAI has a broad base of skilled expertise in Civil Engineering and Land Planning consulting with David L. Douglas, P.E., President, Daniel M. Craig, P.E., V.P., George Brinson, P.E., Jesse Gill, P.E. and Clair Wright, III, P.E., licensed Civil Engineers in the State of Florida, Mr. Steve Hurley, V.P., and Ms. Linda Stewart, AICP are planners and project managers with the firm with each having over 25 years of experience in Southwest Florida, Mr. Paul Zemaitis is our resident construction inspector with over 30 years of construction industry experience. Mr. Douglas has over 31 years of experience as well as Mr. Craig having 29 years of experience in the Southwest Florida area. Additionally, we have three Engineer Interns, three designers and two Civil Engineering Inspectors. We provide a wealth of experience for you to utilize.

In summary, DDAI is a full-service Civil Design consulting firm which has the expertise to apply our knowledge and understanding of engineering principles to produce a design meeting the needs of our clients.

Nutting Engineers
of Florida, Inc. | Established 1967
Your Project is Our Commitment

NUTTING ENGINEERS OF FLORIDA, INC. is one of the premier geotechnical engineering firms in South Florida since its inception in 1967. NUTTING's comprehensive range of services include geotechnical exploration and engineering including soil borings and groundwater well drilling, monitoring of pile installation, groundwork modification and chemical grouting procedures, quality control/ quality assurance testing of construction materials, structural inspections (special/threshold) of structures. Project types include airports, seaports, roadways (improvements, widening, extensions, lighting, guard rails), bridges, parking lots and garages, drainage systems, city halls and municipal buildings, parks, recreational facilities, hospitals, educational facilities (K-12 and higher educational facilities) including auditoriums, stadiums/ sports facilities, water and wastewater treatment plants, water storage facilities, courthouses, industrial parks, mining operations, shopping centers, residential communities, hotels, assisted-living facilities, high-rise condominiums and office towers, and communication towers. Nutting Engineering continue their two-decade long partnership with K2M by providing Geotechnical Services for the Frederick Douglas Gym Expansion project.

Methodology and Approach

Project Approach

K2M Design is a management-oriented firm and establishes early in the project controls over project design, schedule and budget. The success of the project completed under this contract is dependent upon developing a straightforward plan and approach to managing and control the projects' design, cost estimating, and administrative elements, using a Partnering Approach, and integrating them to meet the objectives and achieve the goals of the project and City. K2M Design has recently demonstrated our project approach on the City of Key West Truman Waterfront Phase 1B project – where our project management delivered the project ahead of the city's schedule and on budget. Clear lines of communication and responsibility, within the project TEAM as well as coordination with other groups will be critical to a successful project. As the single point of contact for the project, K2M will manage all resources required to successfully execute the design project. Formal scheduled communication channels, such as regular and frequent meetings, are the foundations of the partnering system.

To foster the type of relationship needed between the City and the K2M Team, we establish an active partnership that benefits all participants on a project basis. Again, successful demonstration of this with recent projects include Truman Waterfront Phase 1B and Knight Pier. Only a win-win partnership can accomplish the project goals on time and within budget. This Partnering Approach must be a formal process that is founded on thorough, timely communication that focuses the needed expertise on particular issues. Formal scheduled communication channels, such as regular and frequent meetings, are the foundations of the partnering system.

<u>Key Elements of our Management Plan include:</u>

- A single point of contact and accountability is maintained between the Cities project manager or key decision maker and the design TEAM's project executive. This ensures that information is distributed through the proper channels, criteria and scope are adhered to, schedule is clearly understood and adhered to, and project related discussions are properly documented.
- The project executive also serves as a coordinator between any consultants and in-house disciplines to ensure that cross discipline coordination is performed. We develop very early in the project process controls used to organize and efficiently manage all team members. These controls include detailed contractual obligations, weekly design TEAM conference calls, consultant expectations, scheduled quality review submission requirements, daily communication individually amongst TEAM members, and deliverable schedules. We have found most importantly; great coordination begins with a strong project manager.
- The project manager/architect is responsible for making sure that deliverables are complete, are in the correct format and are delivered on time.
- Peer review is used at key submittal milestones as a means of cross checking design documents for coordination and completeness.
- The cost estimating process is integrated in to the design process to ensure that the design is within the established budget.

Your Project

Comments / Critique on Conceptual Plan in RFQ Exhibit C

After a thorough review of the concept and the site survey, a few determinations can be made. Starting with an initial code review and zoning study, the site is located in the HNC-3 (Historic Neighborhood Commercial 3) district and HMDR (Historic Medium Density Residential). The requirements associated with this district, as found in the Land Development Regulations, appear to show some existing non-conformities as well as some possible concept non-conformities.

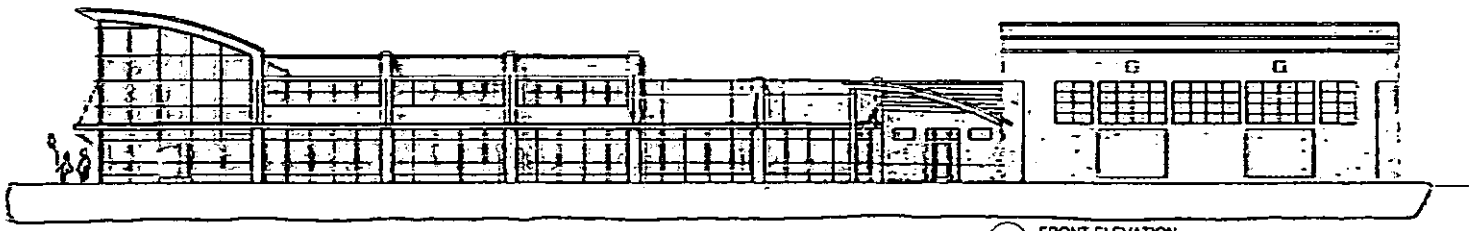
The lot size is 33,700 SF, as noted in the Appraisal Report (Exhibit D). The ISR (impervious surface ratio) for this zoning district is 60%. Based on visual analysis, the existing site has greater than 60% impervious surface. In order to avoid a variance, the new development plan would need to provide less than or equal impervious surface. The maximum building coverage for this zoning district is 40%. The proposed concept in Exhibit C seems close to breaching this number, and quite possibly does. This would need to be looked at more closely. The maximum height shown in the concept is 24'-0" for the addition which conforms to the LDR Sec 122-870. Under LDR 122-868, parks and recreation, active and passive, along with cultural and civic activities are allowed under a conditional use. This site work could trigger a conditional use permit, depending on the original development agreement in place. The concept plan calls out for 6,000 SF of addition as opposed to the RFQ requested 6,800 SF. In order to further conform with the required of the Land Development Regulations while increasing the square footage, additional redesign will be required. From a civil view, the stormwater retention on this site will need to be addressed, likely requiring sub-terranean stormwater systems.

The design will require a parking variance, as the number of parking spaces proposed in the concept provided is significantly less than what is currently allocated on the site. Additionally, due to the location within the historic district and the magnitude of the project, it will likely be deemed a Major Development and require DRC approval. The process will require Tree Commission, HARC, DRC, Planning Board, and City Commission approvals, and likely BVRAC (Bahama Village Redevelopment Advisory Committee) approval.

All of the above issues are solvable. Challenges, and attention to design detail and requirements are required, but navigating the required approvals and variances for this project are issues that K2M Design resolves with clients regularly in the City of Key West. We do not see these as unsolvable challenges.

Architecturally, the concept requires more development prior to being presented for comment from City officials and the community. The 3D view contradicts the plan regarding fencing, and their sole purpose is the provide massing information. We have provided a rendering utilizing the concept provided, incorporating a few adjustments. **We envision an addition concept like the rendering, on the following page. Our initial design thoughts are:**

- Open and airy with a lot of glass facing the street. Glass would be of a type sensitive to light pollution for the neighboring residential community.
- Create a Dramatic Vertical Tower or Beacon element to anchor the corner of Olivia and Fort Streets.
- The building would also include a ground level covered arcade to connect the expansion entry to the existing Gym Entry as well provide shading to the glass.
- The Architecture style would be a blend of the City's Art Deco history combined with context of the existing facility. We provided bookend entry's with Curved roofs to tie the buildings Architectural styles together.
- The upper level windows would use sun screens to shade the glass from the sun as well as give the building some jewelry accents.
- We propose painting the existing gym building to match the color of the expansion. We propose using soft sand and or beige creamy colors with the canopy painted a soft blue to give the building an accent band of color.



1 FRONT ELEVATION

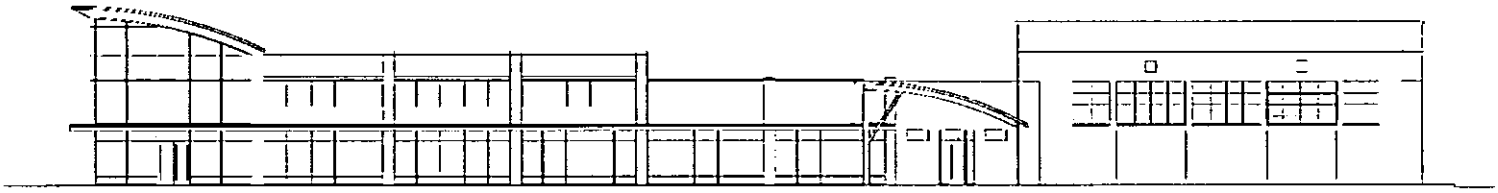
K2M DESIGN

CONCEPTUAL DESIGN FREDERICK DOUGLASS GYM

MARCH 08 2019

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS
3000 Overseas Hwy • Marathon, FL 33050
P: 305.307.5849 • F: 216.357.2796

111 OLIVIA STREET
KEY WEST, FL



1 FRONT ELEVATION

K2M DESIGN

CONCEPTUAL DESIGN FREDERICK DOUGLASS GYM

MARCH 08 2019

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS
3000 Overseas Hwy • Marathon, FL 33050
P: 305.307.5849 • F: 216.357.2796

111 OLIVIA STREET
KEY WEST, FL

Historical District Knowledge and Past Experience

K2M is highly qualified to design and permit buildings within the historic District of the City of Key West. We have completed multiple project (a recent list is below), and all of our Florida Keys staff have intimate knowledge of the Historic District requirements, limitations and approval process. Joe Moody, Project Executive, is a current City of Key West Historic Architectural Review Commissioner for District V. He has been in this role for the city for nearly 3 consecutive years, under two different District V City Commissioners. He has personally been an advocate of commercial and public building restoration in the historic district including the Truman Waterfront Phase 1B project, Truman Waterfront Diesel Plant project, and Mallory Square Cable Huts. He is an active member of the Diesel Plant Steering committee with the Key West Art and Historic Society and has passionately personally restored two historic homes in the City of Key West (1406 Olivia, and 1117 South St.) which have both won Historic Florida Keys Foundation Preservation awards. This experience is in addition to the numerous awards K2M projects have received over the years.

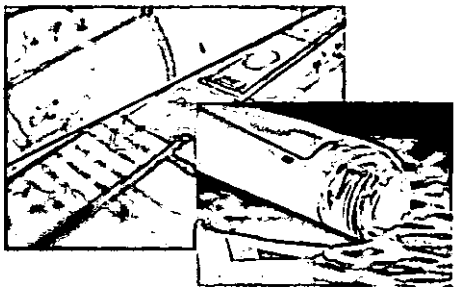
- Truman Waterfront Phase 1B
- Truman Waterfront Diesel Plant
- Reach Hotel
- Casa Marina Hotel
- 1150 Virginia St – Commercial Building
- Key West Fire Station #2
- Key West Boys and Girls Club
- Key West AIDS Memorial
- Key West Bight Development
- Conch Republic Seafood Company
- Banana Café
- Dean Lopez Funeral Home
- Rum Barrel Restaurant
- Old Tavernier Meeting Hall
- Key West Steam Plant Condominiums*
- East Martello
- 413 Applerouth Lane*
- 1122 Fleming Street*
- 613 Caroline Street*
- William Anthony House*
- 920 Catherine Street*
- 1101 Truman Avenue*
- 1118 Seminary Street*
- 619 Angela Street*
- 531 Francis Street*
- 328 Truman Avenue – Union Lodge*
- 302 Amelia Street*
- 727 Eaton Street*
- 1316 Duval Street – KW Butterfly Museum*
- Little White House
- 612 Olivia Street*
- 1434 White Street*
- 816 Eaton Street*
- Whitehead Street Jail
- 1406 Olivia Street*
- 1117 South Street*
- 829 Simonton Street
- 914 Francis Street
- 726 Olivia Street
- 808 Olivia Street
- 1223 Margaret Street
- 621 Grinnell Street
- 1128 VonPhister Street
- 1218 Varela Street
- 1030 Fleming Street
- Bahama Village Market
- McDonald Residences, South Street
- Monroe County Library, Key West Branch
- Saint James First Missionary Baptist Church
- Pier House
- Key West Art & Historical Society
- Wicker Residences Guesthouse

*Historic Preservation Award

Design Process

During the first week after given a notice to proceed, our Project Manager will develop a project schedule with staff assignments required to complete the multiple scopes of work. Meeting the schedule will be monitored weekly and steps will be taken to address any open issues that require timely decision making. The schedule will be reviewed with City staff to identify their input and staff associated with the various tasks and approvals at each phase. The schedule will be a dynamic document that will allow City staff and the design team to document progress and assure the timely and accurate completion of the project.

Our TEAM believes that the successful completion of projects is done in design phases. These phases align with the design phases identified by the City of Key West in the RFQ. Following are a narrative of the phases and tasks that our TEAM will undertake to complete the project requirements.



The first phase in any project is **predesign and project kick off**. In this phase several key elements will be established that enable a project to flow smoothly through construction. These key elements include data collection, programming and preliminary design. Upon completion of the data collection step, we will review the Project's Development Program in detail and verify the scope of work is consistent with the expectations of the City. During this phase, geotechnical investigation, asbestos and lead based paint survey, city code analysis (see our preliminary analysis in the design assessment section of this response), Minimum LEED standards will be established, and preliminary civil engineering (flood zone, etc.) will be determined. The final step in the predesign and programming phase is the **preliminary design**. Preliminary documents will be developed illustrating elements identified in the architectural program. This portion of the phase will provide you with conceptual alternatives that are shown through architectural floor plans and other documents as required. A preliminary estimate will also be prepared.

The information that is collected during the predesign phase and the final scope of work as determined in concert with City staff will be utilized to develop the design and construction techniques. In the next phase the **schematic design** documents will be developed which describe the scale and relationship of the project's components. These drawings will include a site plan, floor plans, building elevations, building sections, outline specifications, schematic estimate, and program update. The process also establishes other criteria that may impact the final design including preliminary cost estimate, initial HARC review, and initial planning review.

The next step is the **design development** phase. Our objective of this phase is to describe and define, in detail, all aspects of the project. This phase further develops the architectural design and incorporates all engineering disciplines to establish the final scope and details of the work. Materials are chosen to establish the appropriate finishes. The design development phase works to achieve a cost-effective and viable solution that answers the needs of the project. Building, site and landscaping drawings will be created which will be used to obtain approval from required boards and commissions. These include Tree Commission, Development Review Committee (DRC), Planning Board, City Commission (including CRA), and any additional required permits or variances (see preliminary design analysis section). Cost estimate impacts of board and commission required modifications are provided.

The construction documents phase: During this phase, final 100% drawings and specifications detailing each discipline's requirements are developed. A final review of the cost estimate and schedule is performed. Towards the end of this phase a quality assurance reviewer will perform a review of all discipline's documents for points of interface in order to establish any discrepancies among disciplines.

While Bidding support and Construction Administration services are not included in the current RFQ scope of work, K2M Design has provided these services to the City of Key West on numerous recent projects. Given our team's local proximity to the City offices and the project, we are able to provide these services expeditiously, and at a very cost competitive fee (with no travel expenses required).

Communication Plan (CP)

The Communication Plan addresses interaction between K2M Team members and City stakeholders and will be created after the initial K2M Team kick-off meeting. The CP defines, outlines, and describes the tools (meetings, reviews, schedules, reports, etc.) the Team will use to communicate with its Team members and the City stakeholders. Regularly scheduled conference calls / meetings will address progress reporting, schedules, issues, and open items. The K2M Team will work closely with City stakeholders to address concerns related to specific program goals through regular meetings, telephone calls and exchange of written information (i.e., meeting minutes, open issues lists, and reports).

Quality Assurance and Control

K2M Design's quality assurance and control program is incorporated into all project milestones. Each milestone of the project receives an intra-disciplinary quality control check (redi-check) that enables the forthcoming phase to flow smoothly. Every state is a building block, one proceeding the other and it is crucial that each milestone is reached with the highest success. K2M Design's system of quality control and assurance encompasses a projects architectural and engineering components and reasonable assurance of complying with applicable local, state, and federal codes and ordinances, as well as the owner's program.

Budget Management

K2M Design provides great value when we serve as strategic allies to our clients and share our experiences with financing, cost segregation, early procurement, and merge design and construction processes prior to completion of the Contract Documents, all in an effort which results tighter cost controls and early occupation of the building. The chart below illustrates recent public projects completed on time and on budget by K2M Team.

Recent K2M Projects Completed on Time and on Budget	
City of Key West Truman Waterfront	On Time/On Budget
St. Peters Church	On Time/On Budget
Poinciana Gardens Senior Living Renovations	On Time/On Budget
LaBrisa Court Renovations	On Time/On Budget
Florida Keys Community College Guardhouse and Main Entrance	On Time/On Budget
Florida Department of Corrections Roofing Renovations	On Time/On Budget
FKEC – Training and Dining Addition	On Time/On Budget

Budget

As a project is proposed and then developed, the project parameters are developed to a higher degree of detail as we go through the project phases. These changes require estimates to be prepared at different levels during the design process with increasing degrees of detail. As estimates are developed, not all portions of the design would be at the same level of completeness. For example, the architectural design may be at 80% complete while the electrical design is only 50% complete. This is common through the design process but should always be noted in the estimate narrative.

Schedule Management

We use state-of-the-art computer scheduling programs to manage projects for our clients. Design phase scheduling covers the development of all design phase activities including team review/coordination meetings, milestone delivery dates for

all project deliverables, cost estimates and client approvals. Monthly schedule updates are distributed to all team members to advise them of all refinements and to confirm the design completion schedule. Our team has prepared HUNDREDS of schedules and successfully managed them throughout our careers.

This process determines which activities are "critical" (i.e., on the longest path) and which have "total float" (i.e., can be delayed without making the project longer). These results allow our project manager to prioritize activities for the effective management of project completion, and to shorten the planned critical path of a project by pruning critical path activities, by "fast tracking" (i.e., performing more activities in parallel), and/or by "crashing the critical path" (i.e., shortening the durations of critical path activities by adding resources).

At the beginning of the construction phase, the Team's scheduler will work with the successful contractor to develop a detailed construction schedule to identify any constraints in meeting the contract requirements and to validate that the contractor has sufficiently developed the sequencing and phasing of all construction tasks. On a monthly basis, the Team reviews the construction schedule with the contractor to identify any problems and to assist in the development of a detailed short-range timeline that helps sets weekly goals of accomplishment to maintain the scheduled course. Should we encounter a delay during our review, we will work with the contractor to develop a recovery schedule as required to maintain contractual requirements for completion.

Recent K2M Projects Design Schedule Expectations		
	Original Schedule	Actual Schedule
City of Key West Truman Waterfront	266 Days	250 Days
FKEC – Training and Dining Addition	70 Days	40 Days
Florida Department of Corrections Roofing Renovations	90 Days	87 Days
FKCC – Building D Remodel	35 Days	30 Days
Parrot Key Resort	90 Days	60 Days
MacDill Air Force Base CNS Medical Clinic Loading Roof	160 Days	160 Days
MacDill Air Force Base Wounded Warrior Facility Renovations	160 Days	160 Days

Personnel

K2M Design has assembled a project team which brings the best of its internal and external team members. K2M as prime will lead with the Architectural team and will provide Electrical Engineering, Structural Engineering and Mechanical Engineering from within its in-house team. Outside consultants will include Civil Engineering, Landscape Architecture, Geotechnical Engineering, Security, Life Safety/Fire Protection and Cost Estimating.

K2M sets up its project schedule with a series of Milestones that define the pattern of our interaction within the Design Team. Each consultant knows the timeframe in which their work will occur within the context of the overall schedule as well as the work effort of the other team members. Review meetings are scheduled using video conferencing to discuss coordination issues. Coordination times are factored into the project schedule to ensure that coordination takes place in a timely fashion and at the appropriate points in the schedule.

Primary team members will be located in the K2M Key West office, located at 1150 Virginia Street, in the heart of Key West (just two blocks from City Hall) with support personnel located in Marathon and Key Largo.

K2M Design is proud to have 16 LEED Certified Professionals on our team to support the City of Key West

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Joe Moody

Project Executive, Representative

Joe Moody is an established business and team energizer, with a diverse background in engineering and leadership spanning the globe. As an executive level business leader, Joe brings strategic insight to K2M's Florida Keys offices, sharing over 30 years' experience with the team. Throughout his career, Joe has tactically managed global business units and led engaged teams. Joe is an Electrical Engineer, with a rich history of design and product development.

Joe will utilize his vast organizational skills to ensure the team is unified and understands all project components as the lead communicator with the team and City. Under his leadership, the team will provide proactive communication to stakeholders and all consultants. His understanding of the local environment will provide insight to ensure the project is delivered within all expectations.

Mr. Moody is adept to changing environments and is comfortable managing multiple deadlines and responsibilities with success. This experience allows Joe to easily navigate through the strict guidelines and codes throughout the region.

HIGHLIGHTED PROJECT EXPERIENCE

City of Key West
- Truman Annex
- Green Street Redevelopment
- Edward B Knight Pier
- Ferry Terminal
- Wicker's Field Athletic Trailers

Florida Keys International Airport
Monroe County SD Continuing Services
Florida Keys Community College
- Building B Remodel
- Building D Remodel
- Guardhouse and Main Entrance

Keys Energy Continuing Services Projects
Centennial Bank
Florida Department of Corrections

EDUCATION

University of Michigan, Master of Business Administration, Operations Management
Kettering University, Bachelor of Science, Electrical Engineering

PROFESSIONAL ACTIVITIES

Key West Historical Review Committee
Fair Insurance Rates for Monroe County (FIRM) Board Member
Centennial Bank Advisory Board for FL Keys

Erica Poole, RA, LEED GA

Project Manager, Permitting

Erica is a creative Architect with over eight years of experience working in the Florida Keys on commercial, government, hospitality and residential projects. Erica is an excellent technical architect, able to unite multi-functional teams for the benefit of project completion. Her vast understanding of the unique conditions throughout the Keys and Florida, allow her to design functional, safe and durable facilities

Erica will implement the design direction established by the team for the College Road site. She will work with City Stakeholders to ensure the project schedule, program, key considerations and understanding is effectively communicated with all interested parties. She will manage the creation of deliverables, in harmony with the entire design team, from start to finish.

Erica serves in the role of Project Manager and Permitting oversight, utilizing her vast knowledge of the process throughout the Keys. Erica will also provide on-site and virtual construction administration and management services through all phases of construction.

HIGHLIGHTED PROJECT EXPERIENCE

City of Key West
- Truman Waterfront
- Edward Knight Pier
- Wickers Field Athletic Trailers

Habitat for Humanity
St. Peter Church – Multiple Renovations
Island Marina Boat Storage Facility
1100 White
Hurricane Hole – Multiple Projects
Monroe County – Multiple Projects
Cheeca Lodge – Multiple Projects
Royal Plum Condominiums – Multiple Projects
Numerous Private Residences

EDUCATION

University of Miami, Bachelor of Architecture

REGISTRATIONS & PROFESSIONAL ACTIVITIES

Registered Architect
National Council of Architectural Registration Boards
LEED Green Associate

Devon Ayers, RA

Architectural Support / Construction Administration

Devon Ayers brings nearly 5 years of experience to the Keys based team. Devon combines his technical design skills with hands on construction and carpentry skills to provide a well thought out deliverable. Mr. Ayers is responsible for production and coordination of AutoCAD drawings along with the creation of Revit and BIM 3D models. Mr. Ayers provides proactive communication and project administration to various clients including institutional, residential, commercial and retail markets.

Mr. Ayers will work in concert with the Project Manager, Architects and Engineers to provide architectural solutions as well as boots on the ground oversight for Construction Administration for the project. He will also utilize Revit and CAD software systems to provide the City with clear and complete documentation for seamless delivery of projects.

Devon works in concert with the entire team, ensuring proper coordination and timely communication through each phase of a project. Mr. Ayers coordinates various engineering and specialty disciplines to ensure successful project delivery within designated schedules and budgets. Working together with the technical team and Client, Devon has been able to develop trusted relationships within a short period of time.

HIGHLIGHTED PROJECT EXPERIENCE

Monroe County
- Higgs Beach Restrooms

Monroe County School District
- Coral Shores High School
- Bus Maintenance Facility

Key West International Airport
- Customs Ferry Terminal

Florida Keys Community College
- Tennessee Williams Theater
- Guardhouse Improvements
- Main Entrance Improvements
- Campus Map

Marathon Utility and Public Works Facility
Key West Boys and Girls Club
Florida Keys SPCA
FBO Air Hanger Facility

EDUCATION

Kent State University, Bachelor of Science in Architecture
Kent State University, Master of Architecture
Cuyahoga County Vocational School - Carpentry

REGISTRATIONS & PROFESSIONAL ACTIVITIES

Registered Architect

Steven Grasley, PE
Principal in Charge | Quality Assurance/Control

Mr. Grasley is an experienced technical executive with over 30 years of broad engineering experience including all aspects of engineering for architecture, to engineering for manufacturing systems, to advanced product development engineering for aerospace systems including avionics & controls, robotics, radar and communication systems. He is a knowledgeable, high energy, team leader with infectious enthusiasm and the ability to simplify and solve complex problems for the client.

Mr. Grasley serves as the Principal-in-Charge as well as QA/QC. Mr. Grasley leverages his diverse engineering and project development background to oversee the quality of work provided by the team. This oversight will ensure a well-coordinated project that is successfully bid.

Mr. Grasley is a recognized leader in sustainable design including advanced structures, potable rainwater harvesting, cisterns, solar hot water, geothermal air conditioning, advanced multi-split air conditioning, and solar photovoltaic systems. Mr. Grasley has designed over 100 solar system installations around Florida and US.

HIGHLIGHTED PROJECT EXPERIENCE
Monroe County SD Continuing Services
City of Marathon Engineering Continuing Services Contract
FKAA Reverse Osmosis Facility
Key West International Airport
Customs Terminal
Marathon City Park Fitness Walk
Marine Bank Branch Expansion
Centennial Bank – Islamorada Branch
Keys Lake Villas – HUD Workforce Housing
Point of View Resort
Southernmost Hotel
Dolphin Research Center
Habitat for Humanity – Islamorada
Private Residences

EDUCATION
Wharton School of Business, MBA Studies
Renssallaer Polytechnic Institute, MS Mechanical Engineering (hon)
Syracuse University, MS Electrical Engineering
Marquette University, BS Electrical Engineering

REGISTRATIONS
Professional Engineer in Florida and 43 Additional States

John Longinotti, PE
Electrical Engineer

Mr. Longinotti brings over 10 years of experience in project management and electrical engineering. John provides intuitive insight to electrical systems for a variety of building and system types. Mr. Longinotti has experience and knowledge from all phases of development including planning, design development, permitting, and construction support. John also regularly provides green design solutions for commercial and institutional clients. Areas of technical specialties include interior and exterior lighting, general power, generators, power distribution and design, fire detection systems, energy conservation studies and cost estimation, as well as commissioning.

Mr. Longinotti will provide his expertise in electrical engineering and design to ensure the configuration and capacity of electrical systems meets and exceeds the current and future needs of the facilities. John will work to include environmentally preferable solutions that are long lasting and durable, saving the residents money on energy consumption and maintenance over the life of the property.

John has performed on all aspects of the electrical design process, ranging from surveying existing conditions and creating the construction documents to inspection of the contractor's work in a construction administration role.

HIGHLIGHTED PROJECT EXPERIENCE

Monroe County
Marathon City Hall
Key West International Airport
Customs Terminal
Florida Keys Community College
Building D Interior Remodel
Guardhouse and Main Entrance
City of Key West
Truman Waterfront
Edward B. Knight Pier
City of Marathon Utility & Public Works Building
City of Key West
FBO Air Hanger Facility
NASA Glenn Research Center
Florida Department of Corrections

EDUCATION
University of Arkansas, Bachelor of Science Electrical Engineering

REGISTRATIONS
Professional Engineer

Jared Watson, PE

Mechanical/Plumbing Engineer

Jared Watson is a Professional Engineer with over 7 years of experience in all phases of mechanical and plumbing design for government, commercial, and retail clients across the United States. Additionally, Jared is able to translate his knowledge of mechanical systems and plumbing design into the design and assessment of governmental assets. Through this understanding, Mr. Watson is able to provide insight to the longevity and needed maintenance required of an asset for capital expenditures and baseline planning prior to construction.

Mr. Watson will work with the PM to design mechanical and plumbing systems that are functional, comfortable, and economical that best support the lives of the residents occupying these buildings.

His experience includes all phases of mechanical engineering analysis and design for HVAC, Plumbing and Refrigeration systems. Jared excels in all aspects of project coordination including cost estimating, project quality control, and construction document preparation. Mr. Watson has experience in a vast number of building types, and excels at creating construction documents that accurately interpret and apply codes for design using AutoCAD and Revit.

HIGHLIGHTED PROJECT EXPERIENCE

Key West Customs Terminal Phase II
Key West Women's Club
CCMIT
St. James Catholic Church Parish Center
EMCS
Hunt Valley Towne Center
Gemini Office Complex Renovations
PLS Financial Services - Multiple
Homewood Suites
Doubletree Hotel, Jamestown, NY
Home 2 Suites
Hampton Inn
Tru Hotel
White Sands Resort
Hawks Cay Resort – Assessments and Renovations
M&T Bank – Assessments and Renovations

EDUCATION

University of Arkansas
Bachelor of Science, Mechanical Engineering

REGISTRATIONS

Professional Engineer

Vinay Patel, PE, LEED AP

Structural Engineer

Mr. Patel brings over 25 years of experience to the K2M Team. He brings technical experience in wood, concrete, masonry and steel-framed structures for institutional and commercial buildings, including university buildings, municipal buildings, medical and healthcare facilities, office buildings, stadiums, recreational facilities, substation components, and various Department of Defense facilities. As a valuable member of our team, Vinay's proven ability to understand and focus on a client's needs and requirements allows him to provide a responsive, cohesive project approach that will achieve the goals of the client and project.

Mr. Patel will provide his structural engineering expertise to ensure an effectively and efficiently executed project. Mr. Patel will work with the Project Team to provide structural assessments, recommendations and solutions for the most complete deliverable. He will lead the development of concrete foundations superstructures supporting the design.

Mr. Patel's work includes: production of engineering design calculations and construction documents, including drawings and specifications for components, develop specifications for the construction of the building, responsible for inter-discipline coordination and review of design calculations, drawings and specifications.

HIGHLIGHTED PROJECT EXPERIENCE

Florida Keys Community College Guardhouse and Main Entrance
Florida Keys Electric Cooperative Training and Dining Addition
Key West Customs Terminal
Marathon Utility and Public Works Facility
Cambridge Police Station
Cleveland Heights University Heights SD
FBO Terminal and Office Renovation
JBADS Decontamination Facility
MATOC C – 130 Upgrades
Island Marina Dry Boat Storage
Key West Beach Club
Hawks Cay Resort

EDUCATION

Master of Science in Civil Engineering (Structural)
University of North Carolina, Charlotte, NC
Bachelor of Science in Civil Engineering, SP University, India

REGISTRATIONS

Professional Engineer, LEED Accredited Professional, National Council of Examiners for Engineering and Surveying (NCEES)

Clair E. Wright, III, P.E. - DDAI
Civil Engineer

Clair E. Wright, III has served in design and project management roles for major and minor projects throughout the Southwest Florida area as well as the Florida Keys for over 17 years. Mr. Wright has significant coordination responsibility for large project tasks and/or various engineering disciplines. Mr. Wright has been responsible for the most complex technical designs and has QA oversight for projects. Mr. Wright provides a higher level of expertise in specialized areas of roadway, drainage and utility design.

EDUCATION
B.S. Civil Engineering, Florida State University

REGISTRATIONS
Florida Professional Engineering No. 64089

HIGHLIGHTED PROJECT EXPERIENCE

- **Avenue L** – CEI, As-Built and Certification Services, City of Marathon, Florida Keys
- **Area 3/6 Lift Stations**, Engineering, Design, Permitting and Certification, City of Marathon, Florida Keys
- **Horton-82910 Overseas Hwy**, DEP Permitting, As-Builts, Certifications Islamorada, Florida Keys
- **Rainbow Bend Resort** – Utilities, Marathon, Florida Keys
- **Fernandez-Smugglers Cove** – Utilities, Islamorada, Florida Keys
- **Village Mobile Home Park** – Utilities, Upper Matecumbe, Islamorada, Florida Keys
- **Pelican Cove** – Utilities, Islamorada, Florida Keys
- **Anglers Reef** – Utilities, Islamorada, Florida Keys

Nutting Engineers

Scott Ersland
Geotechnical Division Manager

FORMAL EDUCATION:

University of Wisconsin
Eau Claire, Wisconsin

Palm Beach Community College, West Palm Beach

Rochester Community College, Minnesota

PROFESSIONAL REGISTRATIONS:

NIOSH 582 Sampling and Evaluating Airborne Asbestos Dust Training

Asbestos Abatement Contractor/Supervisor Training Course (40 hours)

State of Minn. Department of Health Asbestos Abatement Site Supervisor

OSHA training for Hazardous Waste Operations and Emergency Response

PROFESSIONAL EXPERIENCE:

Mr. Ersland is the Department Manager of the Geotechnical and Environmental Drilling Division for each of our office locations- Miami Dade, Palm Beach, and St. Lucie Counties. This division includes ~8 technical field personnel and a fleet of 4 truck mounted drill rigs and 1 track rig.

Mr. Ersland's duties include project planning, proposal and contract preparation and execution of requested services as well as client development and interaction. He has *nineteen* years of experience and has coordinated projects requiring standard penetration test borings (SPTs), auger borings, rock coring and double ring infiltration tests. Mr. Ersland oversees projects concerning the installation of monitoring wells, recovery wells, vapor extraction wells and air sparge wells, well abandonment, air lifting and South Florida Water Management District and Florida Department of Transportation exfiltration tests. Clients for these projects include, but are not limited to, public and private entities which include different Engineering and Public Work Departments, Water and Sewer Departments and Roadway Divisions, the Florida Department of Transportation, and land developers.

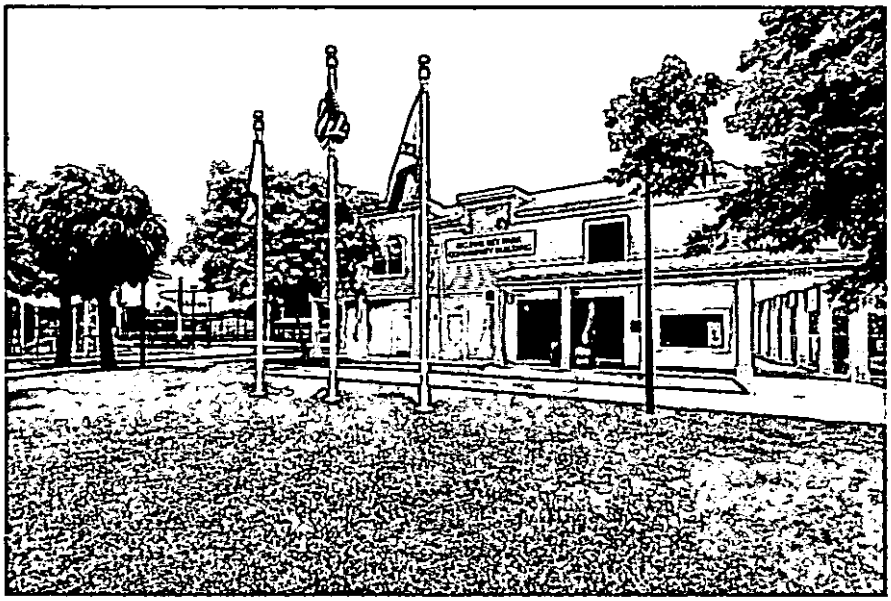
PROJECT EXPERIENCE:

- Smather's Beach Restroom Building, Key West, 2019: Performed geotechnical exploration/engineering services relevant to the proposed replacement of the restroom building.
- FKEC Marathon Training Addition, 3421 Overseas Highway, Marathon, 2018: Performed geotechnical exploration/engineering services relevant to the proposed addition to the existing training building.
- Dolphin Marina - 8530 Overseas Highway, Little Torch Key, 2018: Performed geotechnical exploration/engineering services relevant to the proposed 2-story bungalows and 2-story storage buildings.

Qualifications

Big Pine Key Park and Community Center

Big Pine Key, Florida

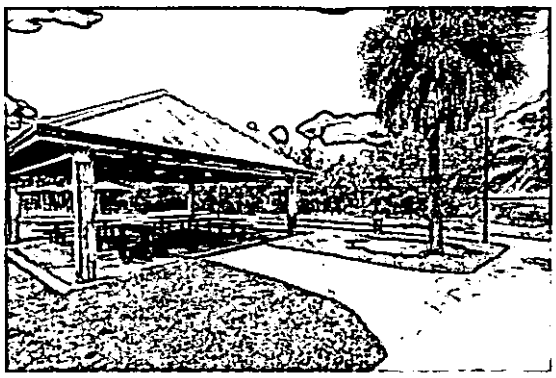


REFERENCE
Monroe County
Mr. Jerry Barnett

Phone: (305)292.4416
Email: Barnett-jerry@monroecounty-fl.gov

As part of the continuing architectural/engineering services contract with Monroe County, Florida K2M Design provided multiple design and constructability services for the re-development of Big Pine Key Park and Community Center, located in Big Pine Key, Monroe County, Florida.

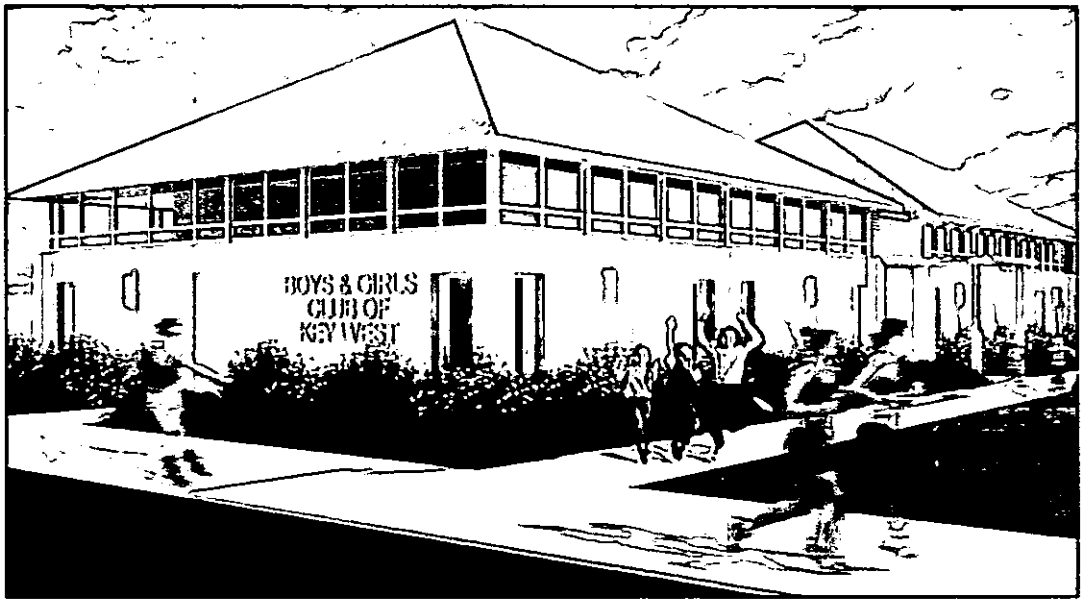
As part of the first Phase of the Big Pine Key project K2M Design performed peer review services of construction documents that were prepared for the re-development. Our firm reviewed the civil engineering drawings prepared by the County for coordination and constructability. We also evaluated the site and building(s) design for compliance with the Florida Building Code and ADA guidelines. Additionally, we provided comments regarding the overall site design, functional relationships, and budget. A report detailing our findings was prepared for the County. Park functions included 300-car parking lot, baseball, basketball, handball, soccer field, waterfront connection, skate park, playgrounds, fitness course, and community center.



For the second phase of the project, K2M Design was selected to design the $1.5 million, 2-story, 4000 square foot community center building, which is the centerpiece of the park project. The building is a concrete structure with cast in place columns and floor slabs along with masonry bearing walls on the first floor only. The second floor is traditionally framed wood construction and siding. The building was designed to be as maintenance free as possible and durable to withstand both the public and mother nature. Program elements include a large meeting room, park office, press box, toilet rooms, rental office, concessions stand, maintenance garage, and building support spaces. Services performed on the project include; architecture, structural, mechanical, plumbing and electrical engineering, project management, and site/civil coordination.

Key West Boys and Girls Club

Key West, Florida

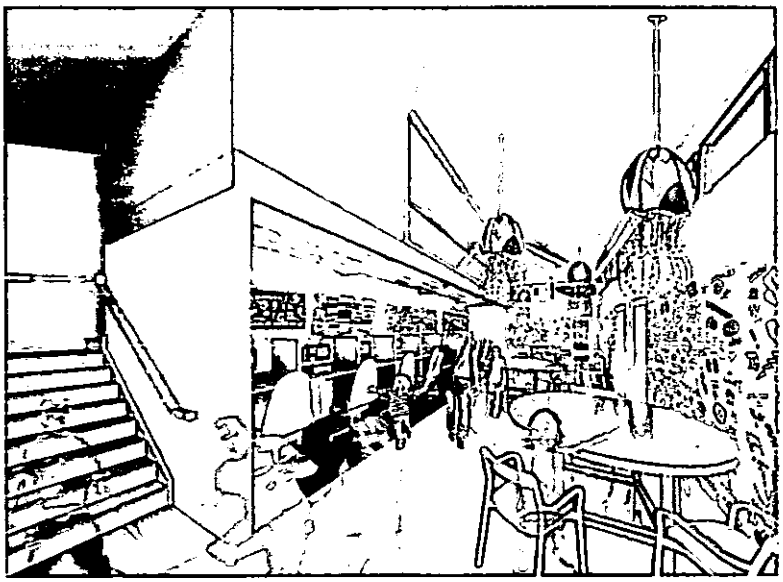


REFERENCE
Southernmost Boys & Girls Club
Ms. Susan M. Kent

Phone: (305)296.2258
Email:
smkbgckw@gmail.com

K2M is currently in design development of the renovation to the new Boys and Girls Club building located in Bayview Park, Key West. The project consists of the conversion of approximately 3,800 sf of open air structure to enclosed and conditioned space including a new conditioned breezeway connecting the buildings. As part of this exciting project the team is providing design solutions for a new computer lab, study hall, 4 private and divisible meeting rooms, and a private office. Additionally, the team is designing a multi-purpose room, complete ADA restrooms and kitchen space allowing Boys and Girls Club to act as a fully functioning day center for the kids. The new facility will support approximately 160 students per day during the school year and more than 250 students during the summer months, Boys and Girls club provides many amenities to the families of the Monroe county area.

As part of the project, K2M has worked closely with the Boys and Girls Club to enhance the interior experience by strategically placing colored glass windows within the newly designed spaces, allowing filtered light to illuminate the activity spaces. K2M has incorporated new technologies for up to date learning and advancement throughout the buildings. The project has been completely developed with the students of the Boys and Girls Club in mind - to create an environment that fosters learning and education while providing an attractive space for them to spend time in.

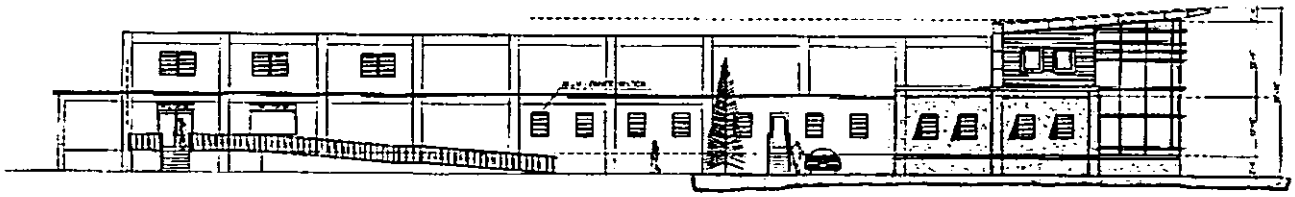


Florida Keys Electric Cooperative – Building Addition/Renovation

Marathon, Florida

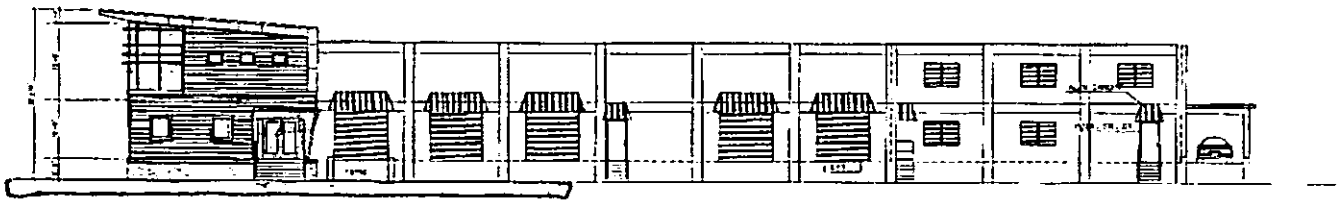
REFERENCE
Florida Keys Electric Cooperative
Mr. Scott Newberry, CEO

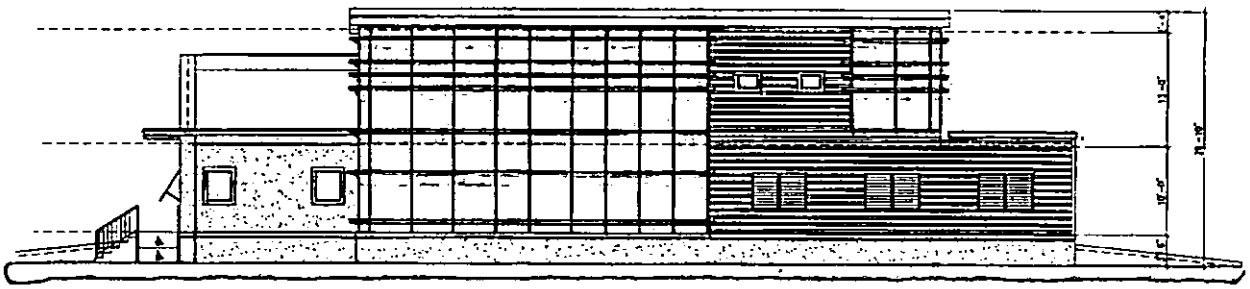
Phone: (305)852.2431
Email: scott.newberry@fkec.com



The project consists of a new 4,000 SF addition to the west end of the existing Florida Keys Electric Cooperative building located in Marathon, Florida. The addition consists of a new public entrance, restrooms and mezzanine.

The main mezzanine space was designed to be centered around a main dining and training space. The new addition was also designed with a commercial kitchen to support employees and Lineman for the Florida Keys Electric Cooperative that provide upkeep and repair to the Keys power grid after natural disasters. The space is being creatively designed to be utilized for multiple purposes. When not in use by the Florida Keys Electric Cooperative, the new facility can be used by the community as public meeting space.



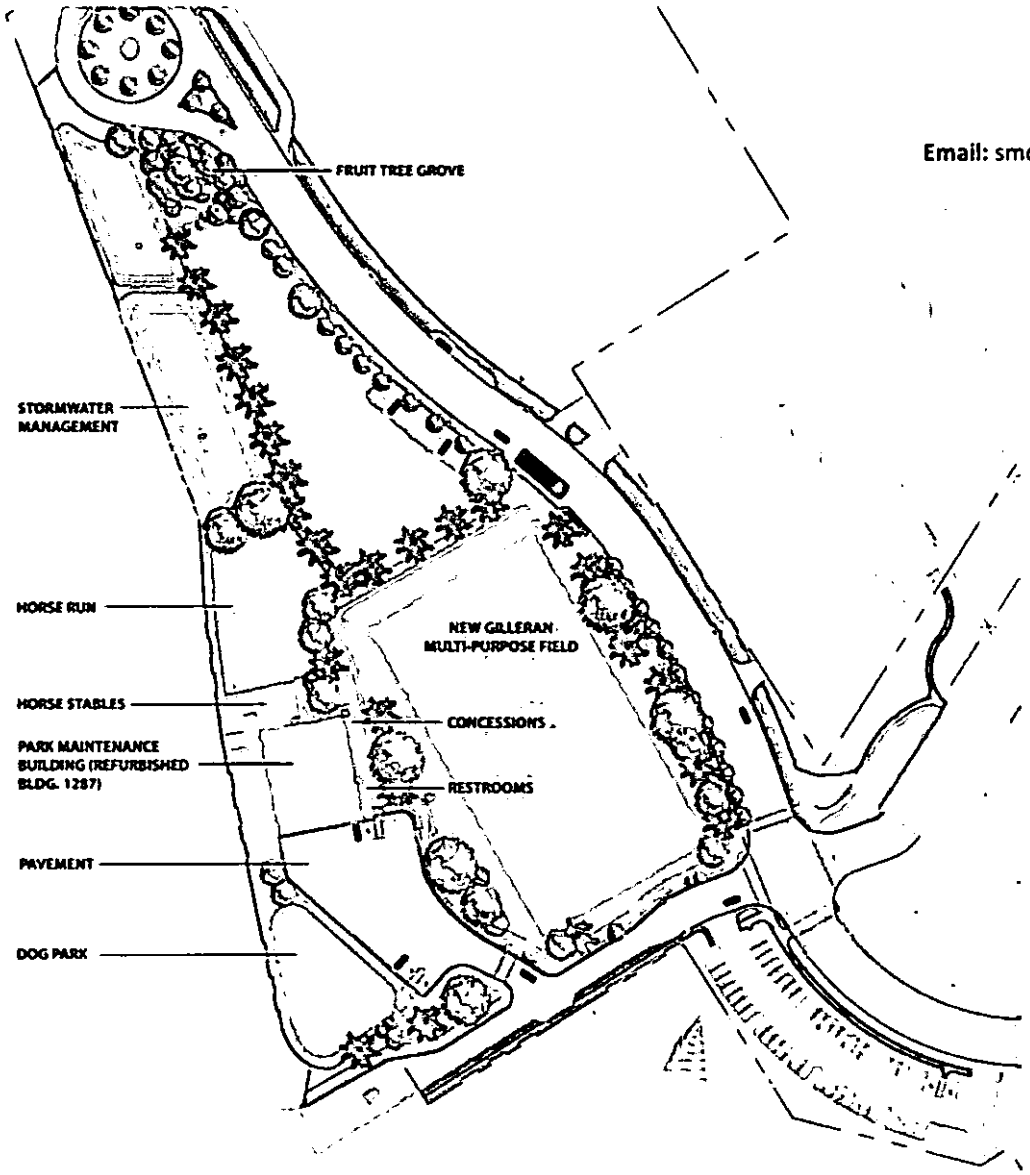


Truman Waterfront Phase 1B

Key West, Florida

REFERENCE
Steve McAlearney

Phone: (305) 809.3747
Email: smcalearney@cityofkeywest-fl.gov



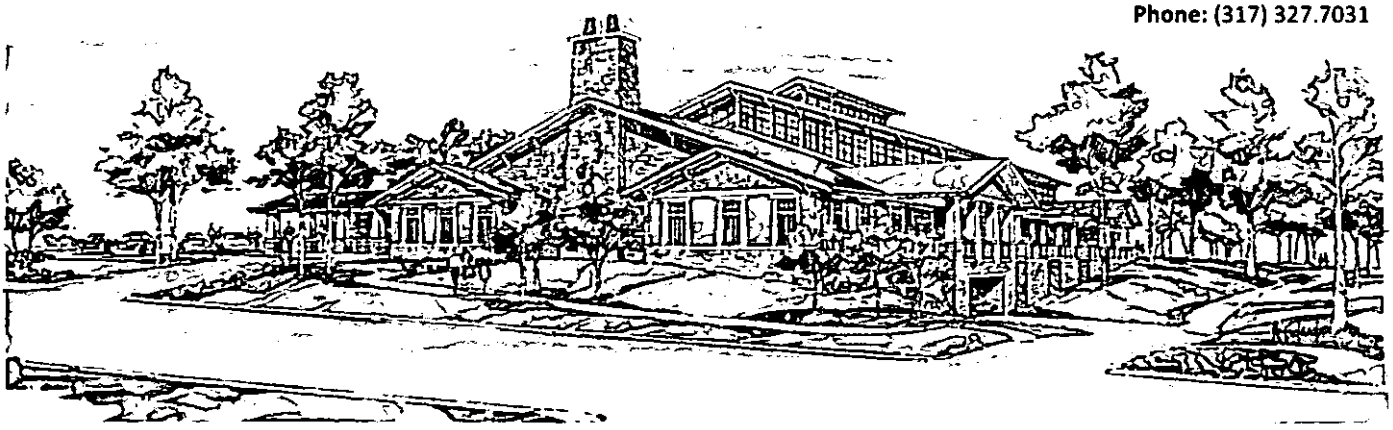
Phase 1B includes the renovation of a service building and the police equestrian facilities along with he creation of a FIFA regulation soccer field. Additional features include: Multi-purpose field with concessions and restrooms, 9,800 SF Dog Park, Fruit Tree Groves, Horse Stables and Run for the Key West Mounted Police, and Public Works and Community Services Building.

Ellenberger Park Family Center

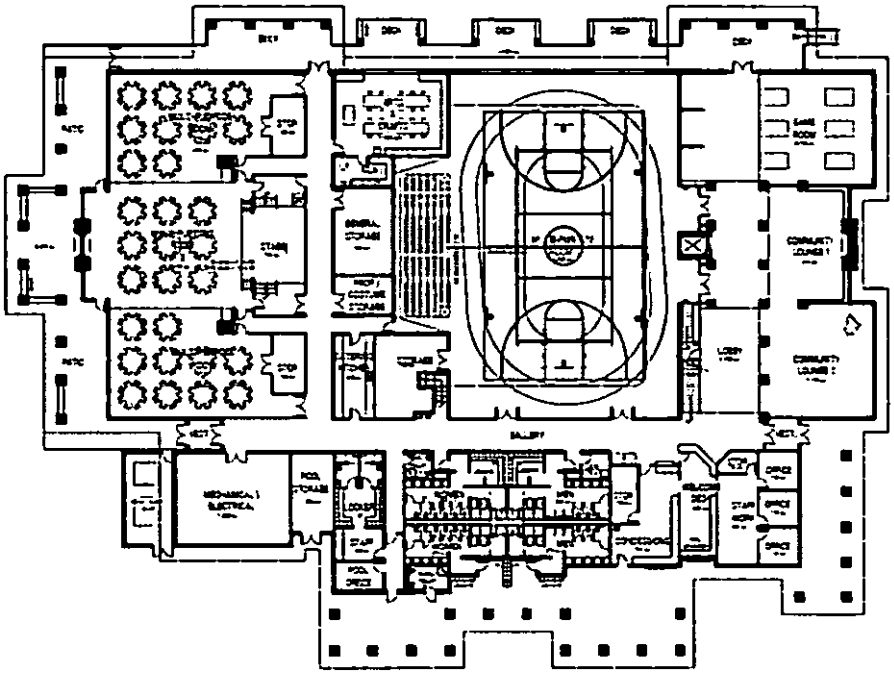
Indianapolis, Indiana

REFERENCE
INDY Parks
Mr. Don Colvin
Deputy Director

Phone: (317) 327.7031

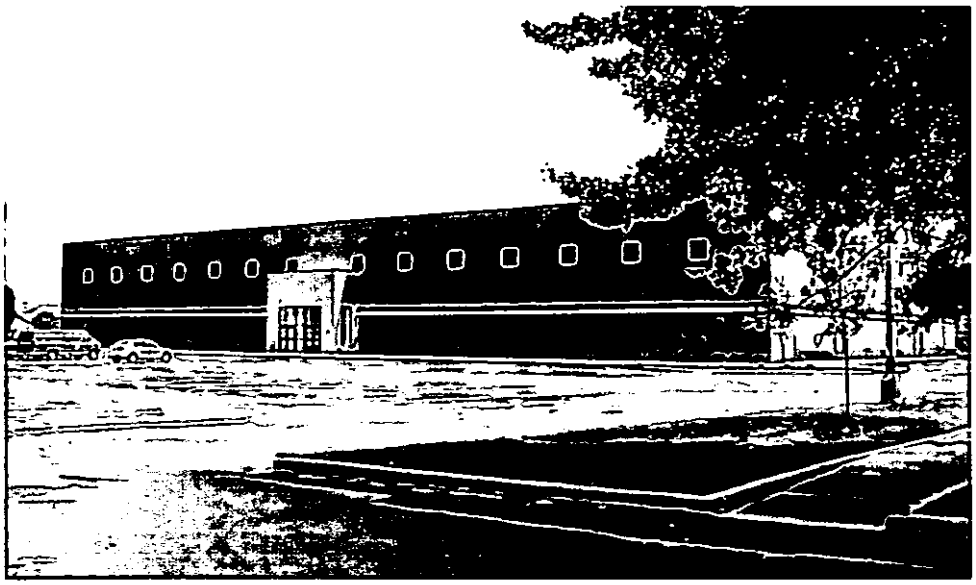


The new Craftsman style facility is designed to feel at home in its Irvington neighborhood. The building features community gathering space, a gymnasium with spectator seating, a jogging track, fitness area, arts and crafts locker rooms, and a catering kitchen. The facility also features three multi-purpose rooms for dance and exercise classes. These rooms open to create a large banquet/meeting area and seating for theater productions. The building and site support arts and crafts programs and recreation. Outdoor amenities include a 300 seat amphitheater, farmers market, expanded swimming pool deck, a synthetic ice rink, improved sports fields and expanded parking. Abundant patios and decks are strategically located to provide outstanding views of the park.



Boys and Girls Club of Noblesville

Noblesville, Indiana

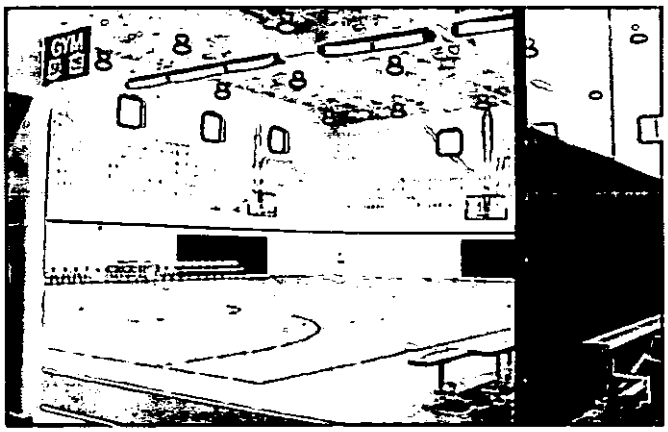


REFERENCE
Noblesville B & G Club
Mr. Bryan Mills, Board Chair
(at time of construction)

Phone: (317) 621.7405

The Boys and Girls Club of Noblesville had and existing building too small for its growing membership and its highly popular athletics programs. The team analyzed their facility needs and surmised that an expansion and addition to the facility was the most cost effective and viable solution. The program included the addition of a gymnasium annex and renovation of the existing building.

The addition included four regulation basketball courts, a central spine with restrooms, concession area, storage, offices and gathering spaces. In order to achieve the lowest project cost, a schematic design as prepared, which was then bid to design-build companies. To maintain design integrity, the team served as consultant to the owner during construction.



Relevant Experience
City of Key West Improvement Project

Name of Project: City of Key West Improvement Projects
Multiple Locations, Key West, Florida

Entity: City of Key West c/o CH2M Hill

Description and Scope: The scope for this project included performing twelve standard penetration test borings (SPT's) to a depth ranging from 43 foot to 120 foot deep at five (5) locations of proposed improvements throughout Key West. Many of these borings were performed utilizing a spud barge with four hydraulic leveling legs/feet, which were lowered to the bay bottom elevating the barge a few feet above the water line. This eliminates the up and down action created by boat wakes and tidal influences. Each waterside boring location was properly abandoned utilizing neat grout slurry.

1) Mallory Square T-Pier: Proposed installation of a new berthing dolphin at the north end of the existing T-Pier structure. Performed waterside borings at this location.
2) Zero Duvall Seawall at the terminus of Duval Street: A new sheet pile wall/bulkhead will be constructed outside of the existing wall bulkhead structure (54') and large stormwater outfall penetration. In addition, the small building, dock and sun screen will be moved and reinstalled in the same location as previous. Performed land and waterside borings at this location.
3) Ferry Terminal Dock Extension at the Key West Ferry Terminal: Construction of a ~121' extension to the existing dock. Performed waterside borings at this location.
4) Ferry Terminal Floating Dock at the Key West Ferry Terminal: Construction of a new floating dock system along 204' of the waterside on Trumbo Road with 50' extensions. Performed waterside borings at this location.
5) Tarpon Pier, Garrison Bight: Replacement of the existing 400' long Tarpon Pier at the Garrison Bridge. Performed waterside borings at this location.

Key Personnel: Mr. Richard C. Wohlfarth, P.E. Principal/Director of Engineering; Mr. Paul Catledge, P.E., Senior Project Engineer; Scott Ersland, Geotechnical Division Manager; Don Tyson, Environmental and Geotechnical Drilling Field Supervisor

Mr. Sean McCoy
CH2M Hill
6410 5th, Suite# 2A
Key West, Florida 33040
Phone: 305-294-1645

Nutting Engineers

Additional Local Experience

K2M Design has been honored to with within Monroe County for the past 17 years. A representative listing of projects completed by the K2M Design team is highlighted below.

- Monroe County ADA Compliance Segments 1-4
- Big Pine Key Park & Community Center
- Boca Chica Road Improvements
- Monroe County Crime Lab Renovations
- Monroe County Department of Juvenile Justice
- Higgs Beach Pier
- Higgs Beach Pier Restrooms
- Joe London Fire Training Academy
- Key Largo Fueling Facility
- KWIA Customs Terminal
- KWIA Guard Booth
- KWIA Photovoltaic Study
- Monroe County Detention Center
- Palm Island Bridge
- Marathon Customs Terminal
- Marathon Sheriff's Roof Replacement
- Monroe County Space Planning & Assessments
- MCSD – Coral Shores HS Renovation
- MCSD – Bus Barn Offices Renovation
- Nelson English Willie Ward
- Plantation Key Fueling Facility
- Tavernier School Conversion
- Truman Waterfront Park Development
- Whitehead Street Jail
- Veterans Park
- Monroe Library Roof Renovations
- Monroe Public Works Facility – Rockland Key
- Monroe Affordable Housing
- Monroe County Cooling Tower
- Duck Key Marina
- FCADV – ADA Shelter
- FKAA – Pump Station
- FKAA – Tavernier Service Station
- FKAA – Thomas Street
- FKAA – Stock Island RO Facility
- FKCC – Guardhouse and Main Entrance
- FKCC – Building B Remodel
- FKCC – Building D Remodel
- FKCC – Tennessee Williams Theater Feasibility
- FKCC – Campus Map Design
- Habitat for Humanity – Various Projects
- Hurricane Hole Renovations
- JIATF Elevator Replacement
- KW Art and Historical Society Generator Replacement
- Key Colony Point
- Key West AIDS Memorial
- Key West Beach Club
- Key West Bight Development
- Key West Golf Course
- Key West Montessori
- Key West NAVY Hospital Renovations
- Key West Fire Station #2
- Keys Medical Complex – Spalling
- Little White House Renovations
- Marathon City Hall
- NAVFAC Building C
- NAVY Key West – IDIQ Contract Tasks
- Silver King Marina
- Southard Affordable Housing
- Swift Duck Professional Building
- Union Lodge Roof Replacement
- Atlantic Avenue Housing
- Aqua Beachwear Store
- Banana Café
- Bahama Village
- Beach House Swimwear
- Cheeca Lodge
- Dean Lopez Funeral Home
- First State Bank Branches
- Grand Key Resort
- Hawks Cay Resort
- Hyatt Place Marathon
- Key Federal Credit Union Branches
- Keys Lakes Villas
- Key West by the Sea
- Key West Chemical and Paper
- Key West Yacht Club
- Marine Bank Branches
- Peninsular Housing
- Rum Barrel
- Sandel Factory

References – K2M Design, Inc.

City of Marathon
Mr. George Garrett, Deputy City Manager
9805 Overseas Highway
Marathon, Florida 33050
Phone: (305) 289.4111
Email: garrettg@ci.marathon.fl.us

Florida Keys Community College
Dr. Paul Shamp, Director, Construction & Plant Operations
5901 College Road
Key West, Florida 33040
Phone: (305) 809.3184
Email: paul.shamp@fkcc.edu

Monroe County
Mr. Kevin G. Wilson, PE, Assistant County Administrator
102050 Overseas Highway
Key Largo, Florida 33037
Phone: (305) 292.4529
Email: kevin@monroecounty-fl.gov

Hersha Hospitality Trust
Mr. Robert Hazard, Sr. Vice President
510 Walnut Street
Philadelphia, PA 19106
Phone: (215) 717.2162
Email: robert.hazard@hersha.com

Florida Keys Electric Cooperative
Mr. Scott Newberry, Chief Executive Officer
91630 Overseas Hwy
Tavernier, Florida 33070
Phone: (305) 852.2431
Email: scott.newberry@fkec.com

Conclusion

Our TEAM wants to assure the City of Key West that we are your TEAM for the Frederick Douglas Gym Expansion project. K2M is local to the City of Key West, our people are locals living and working in the community, and we are supportive actively outside the office of local charities and businesses. We are expert in Florida Keys design standards and architectural "feel" of the Keys. We leverage a team of over 80 professionals to deliver projects on time and on budget. Our proven track record with the city demonstrate our commitment to the City of Key West as a strategic client of K2M. Over the next several weeks, you will be sorting through numerous submittals that have been received in response to the RFQ and determining which firms you will short list or select. This decision will be difficult, since most firms submitting are capable of completing your important project. However, we would like to mention several elements that may differentiate our TEAM.

- **Only Keys firm to provide Full Service Architecture, Engineering, and Interior Design Locally!**
- **Our close proximity to the project site and the City of Key West's project team offers IMMEDIATE response to any architectural or engineering need.**
- **We have a detailed understanding of the methods and systems required to effectively and efficiently provide the required design services for any type of project in the Florida Keys.**
- **We listen, understand and communicate effectively with you to develop a clear direction from the viewpoint of all project stakeholders.**
- **We will succeed TOGETHER!**

We take pride in our ability to find innovative solutions to accomplish the desired goals of our clients. Our TEAM is ready to begin your project now! You will have dedicated personnel at your disposal that have the exclusive responsibility and authority to serve you. Select a TEAM that can deliver results...

SELECT THE K2M Design TEAM!

Sworn Statements and Affidavits

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY:_____

sworn and prescribed before me this 1 day of March 2019

NOTARY PUBLIC, State of Florida

My commission expires:

ERICA POOLE
MY COMMISSION # GG 053377
EXPIRES: January 5, 2020
Bonded Thru Notary Public Underwriters

13 | [illegible]
[illegible]

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

1 day of March, 2019.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 1/5/20

ERICA POOLE
MY COMMISSION # GG 053377
EXPIRES: January 5, 2020
Bonded Thru Notary Public Underwriters

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West

by Joe Moody, Director

for

(print individual's name and title) K2M Design, Inc.
(print name of entity submitting sworn statement)

whose business address is 1150 Virginia Street, Key West, Florida 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is

65-1246327

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

3/1/19
(DATE)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority
Joseph Moody who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
1 day of March, 2019

NOTARY PUBLIC

My commission expires:

ERICA POOLE
MY COMMISSION # GG 053377
EXPIRES: January 5, 2020
Bonded Thru Notary Public Underwriters

17 | [illegible]
[illegible]

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of K2M Design, Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this 1 day of March 2019.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

ERICA POOLE
MY COMMISSION # GG 053377
EXPIRES: January 5, 2020
Bonded Thru Notary Public Underwriters

18 | [illegible]

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF Florida)
: SS
COUNTY OF Monroe)

I the undersigned ~~hereby duly sworn~~ depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of K2M Design, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).
Sworn and subscribed before me this

1 day of March, 2019.

NOTARY PUBLLIC, State of Florida at Large

My Commission Expires: 1/5/20

ERICA POOLE
MY COMMISSION # GG 053377
EXPIRES: January 5, 2020
Bonded Thru Notary Public Underwriters

Sec. 2-773. Cone of Silence.

(a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city

evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publicly noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action

which ends the competitive solicitation.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

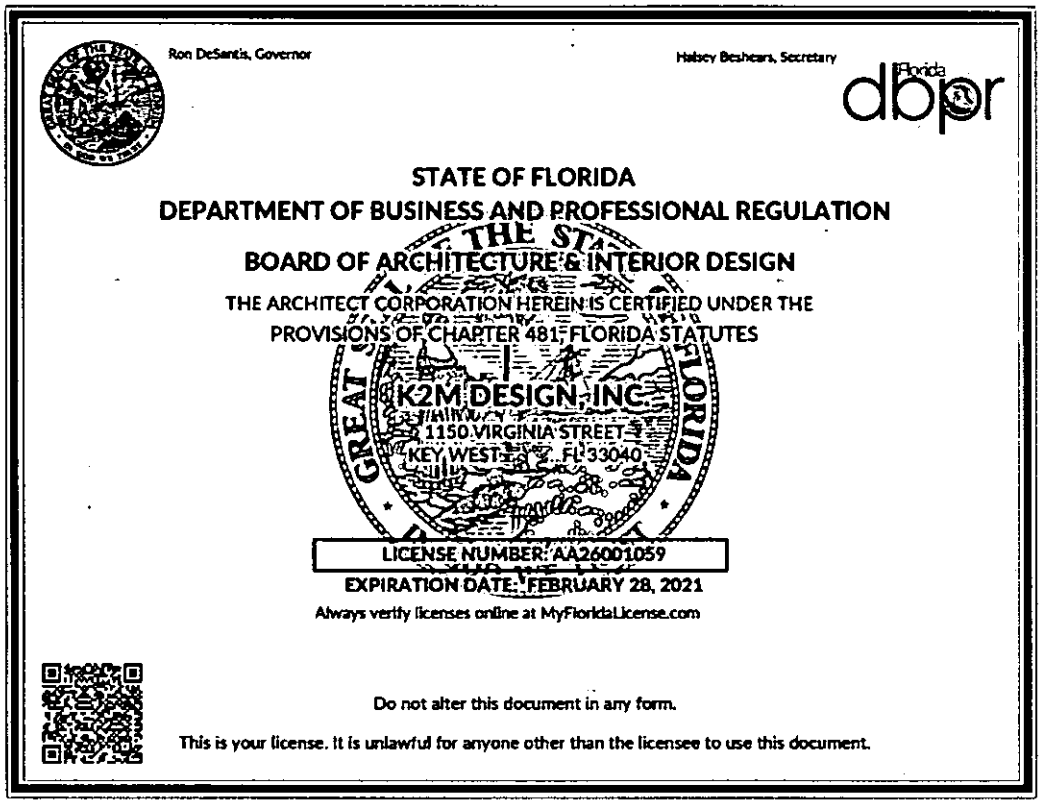
(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. *(Ord. No. 13-11, § 1, 6-18-2013)*

Other Information



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

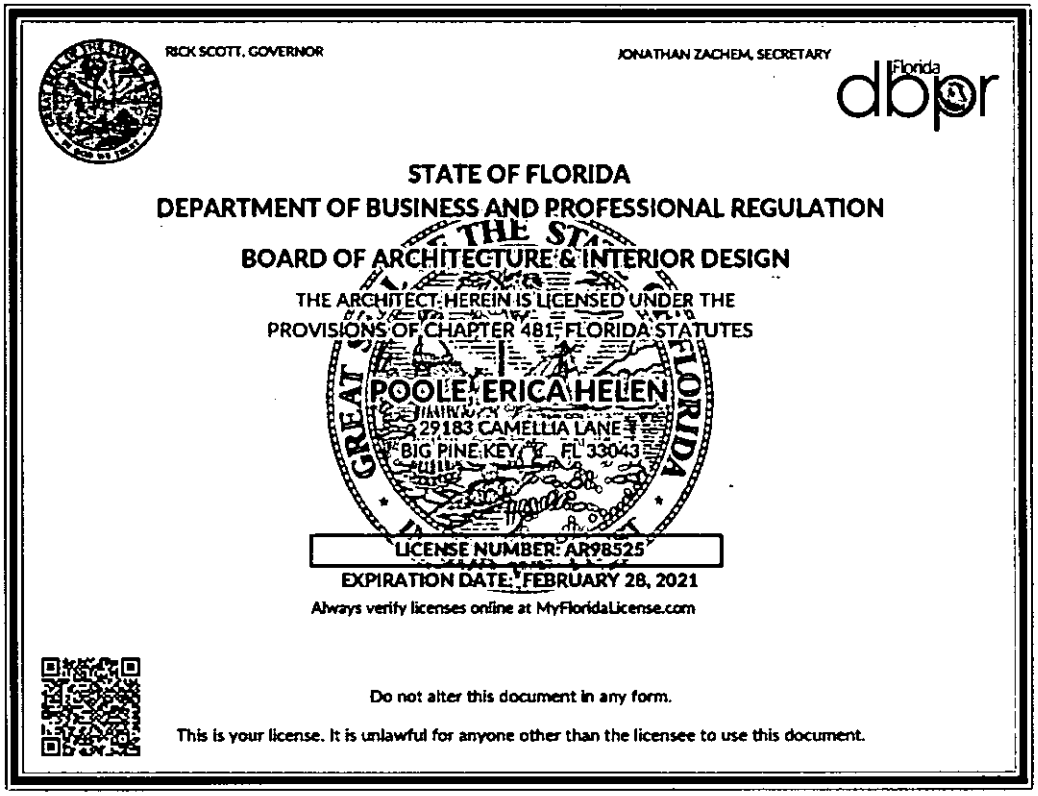
K2M DESIGN, INC.
1150 VIRGINIA STREET
KEY WEST FL 33040

LICENSE NUMBER: AA26001059
EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

POOLE, ERICA HELEN
29183 CAMELLIA LANE
BIG PINE KEY FL 33043

LICENSE NUMBER: AR98525
EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

K2M DESIGN, INC.
1150 VIRGINIA STREET
KEY WEST FL 33040

LICENSE NUMBER: CA30945
EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GRASLEY, STEVEN SCOTT
213 DAVID LANE
MARATHON FL 33050

LICENSE NUMBER: PE73110
EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that K2M DESIGN, INC. is a corporation organized under the laws of the State of Florida, filed on March 28, 2005.

The document number of this corporation is P05000048146.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 11, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of February, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 031865676SCC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FDG Expansion Ranking Committee
Evaluation Proposal Ranking
Key West City Hall
Monday, April 08, 2019

Engineering:	1 Steve McAlearney
Risk Management:	2 Albi Balllu
Planning:	3 Angela Budde
Legal:	4 Amanda Willett-Ramirez
BVRAC:	5 Annette Mobley

Moderator: L. Kreed Howell, Senior Construction Manager

Evaluation Panel Scoring

		K2M Design					Bill Horn					Andy Hayes				
	POINTS ALLOWED	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Specialized experience and technical competence of the firm including design and permitting of buildings within the City of Key West Historic District.	40	35	35	40	35	30	35	35	40	37	30	25	29	14	26	35
Qualifications of Project Team including examples of architect and subconsultants working together. The firm must have a registered Architect on staff and be certified to perform architectural services within the State of Florida at the time of RFQ submission. Identify LEED accredited staff professionals within team.	20	14	16	20	15	15	15	18	20	17	18	12	15	20	14	15
Ability and capacity of assigned staff 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 within a reasonable timeframe will be a factor in overall evaluation.	20	15	17	18	15	20	15	16	16	15	10	10	9	6	11	20
Comments/critique on conceptual plan in Exhibit C of this RFQ including City Code compliance, floor areas, anticipated variances, permitting/approval issues, conformity, etc.	10	7	9	6	8	10	7	6	8	7	10	10	9	2	6	10
Qualifications of Project Team, including examples, of Firm working within the Historic District of the City of Key West.	10	8	8	10	8	10	8	9	10	8	10	5	5	2	5	10
Total Points	100	79	85	94	81	85	80	84	94	84	78	62	67	44	62	90

Total points per firm:	424	420	325
Proposer Average Proposal Points	84.80	84.00	65.00

RESOLUTION NO. 18-038

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND ADOPTING THE BAHAMA VILLAGE COMMUNITY REDEVELOPMENT SUBAREA VISIONING AND CAPITAL PROJECTS WORK PLAN; PROVIDING CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Bahama Village is a community rich in history that enjoys a special geographical relationship to the City's most intense commercial street, Duval Street, the adjoining Naval Air Station, and to the City's future Truman Waterfront Park; and

WHEREAS, this prime location within an area that is poised for change amidst unique historic and community characteristics holds tremendous potential for both residential and non-residential revitalization and redevelopment that can enhance the overall quality of life of its residents; and

WHEREAS, today, the Bahama Village faces the multi-faceted challenge of embracing and capitalizing on its assets to overcome decades of disinvestment and neglect while preserving its culturally significant historic attributes and once again become a unique neighborhood within the City of Key West - a re-connected and vibrant neighborhood with an appropriate mix of uses, excellent connectivity and mobility, and a quality sense of place that manifests its history; and

WHEREAS, the Bahama Village Community Redevelopment Subarea (BVCRSA) Visioning and Capital Projects Work Plan is the result of a comprehensive planning effort to assist the City, the Bahama Village Community Redevelopment Advisory Committee (BVRAC) and community stakeholders in the visioning and preparation of a roadmap for short and long-term redevelopment to reinvigorate the CRA and stimulate positive change over the 2015-2040, 25-year planning horizon; and

WHEREAS, at its meeting on August 10, 2017, the Bahama Village Redevelopment Advisory Committee (BVRAC) recommended to the CRA the approval of the Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan prepared by Zyscovich, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: The Capital Projects Work Plan is based on the new vision of the CRA Plan and its specific objectives for the Bahama Village Subarea as extracted from the Amended and Restated 2010 CRA Plan.

Section 2: Established in 1992 and extended for another 30 years, the Community Redevelopment Trust Fund (CRTF) for Bahama Village has been used to fund small capital projects and a few programs throughout the district which have contributed to alleviating blighting conditions.

Section 3: Today, this planning analysis and process presents a unique opportunity to undertake a comprehensive review as to how the objectives identified in the 2010 CRA Plan have been accomplished and to what extent specific properties have been improved.

Section 4: This plan will fulfill the requirement for adoption of a Capital Projects Work Plan as part of both the 2010 CRA Plan and the City's 2011 Strategic Plan.

Section 5: The visioning for Bahama Village and the resulting Capital Projects Work Plan has been developed in the context of a neighborhood increasingly under pressure to change and gentrify given the particularly strong real estate market in the core of Key West. While the highest-and-best-use for any particular property within the BVCRSA may be a question given the neighborhood as it exists today, there is little question as to the ability of the neighborhood overall to take advantage of market trends to realize reinvestment and redevelopment given the right conditions.

Section 6: 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 Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 17th day of January, 2018.

Authenticated by the presiding officer and Clerk of the Agency on January 18, 2018.

Filed with the Clerk January 18, 2018.

Chairman Craig Cates	Yes
Vice Chair Clayton Lopez	Yes
Commissioner Sam Kaufman	Yes
Commissioner Richard Payne	Yes
Commissioner Margaret Romero	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

CRAIG CATES, CHAIRMAN

ATTEST:

CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY

To:	Jim Scholl, City Manager
Through:	Mark Finigan, Finance Director Patrick Wright, Planning Director
From:	Vanessa Sellers, Planner I
Meeting Date:	January 17, 2018
Re:	Approval and Adoption of the Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan

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Action Statement

This request is for a Resolution of the Caroline Street Corridor and Bahama Village Community Redevelopment Agency (CRA), approving and adopting the Bahama Village Community Redevelopment Subarea (BVCRSA) Visioning and Capital Projects Work Plan

Background

Bahama Village is a community rich in history that enjoys a special geographical relationship to the City's most intense commercial street, Duval Street, the adjoining Naval Air Station and to the City's future Truman Waterfront Park. This prime location within an area that is poised for change amidst unique historic and community characteristics holds tremendous potential for both residential and non-residential revitalization and redevelopment that can enhance the overall quality of life of its residents. Today, Bahama Village faces the multi-faceted challenge of embracing and capitalizing on its assets to overcome decades of disinvestment and neglect while preserving its culturally significant historic attributes and once again become a unique neighborhood within the City of Key West - a re-connected and vibrant neighborhood with an appropriate mix of uses, excellent connectivity and mobility, and a quality sense of place that manifests its history.

The Bahama Village Community Redevelopment Subarea (BVCRSA) Visioning and Capital Projects Work Plan is the result of a comprehensive planning effort to assist the City, the Bahama Village Community Redevelopment Advisory Committee (BVCRAC) and community stakeholders in the visioning and preparation of a roadmap for short and long-term redevelopment to reinvigorate the CRA and stimulate positive change over the 2015-2040, 25-year planning horizon.

The Capital Projects Work Plan is based on the new vision of the CRA Plan and its specific objectives for the Bahama Village Subarea as extracted from the Amended and Restated 2010 CRA Plan. Established in 1992 and extended for another 30 years, the Community Redevelopment Trust Fund (CRTF) for Bahama Village has been used to fund small capital projects and a few programs throughout the district which have contributed to alleviating blighting conditions. Today, this planning analysis and process presents a unique opportunity to undertake a comprehensive review as to how the objectives identified in the 2010 CRA Plan have been accomplished and to what extent specific properties have been improved. Specifically, this plan will fulfill the requirement for adoption of a Capital Projects Work Plan as part of both the 2010 CRA Plan and the City's 2011 Strategic Plan. But, most importantly, the visioning for Bahama Village and the resulting Capital Projects Work Plan has been developed in the context of a neighborhood increasingly under pressure to change and gentrify given the particularly strong real estate market in the core of Key West. While the highest-and-best-use for any particular property within the BVCRSA may be a question given the neighborhood as it exists today, there is little question as to the ability of the neighborhood overall to take advantage of market trends to realize reinvestment and redevelopment given the right conditions.

Timeline

BVRAC Meeting – Recommended to the CRA approval of the BVCRSA Visioning and Capital Projects Work Plan — August 10, 2017

Options/Advantages/Disadvantages

Option 1: Adopt the Visioning and Capital Projects Work Plan

1. **Consistency with the City's Strategic Plan, Vision, and Mission:** The proposed action will further Community Enhancement, Economic Development, and Mobility objectives.
2. **Fiscal Impact:** The proposed action will support the use and continued collection of Tax Increment Financing (TIF) for the redevelopment area.

Option 2: Do not adopt the Visioning and Capital Projects Work Plan

1. **Consistency with the City's Strategic Plan, Vision, and Mission:** The proposed action will not further the Strategic Plan
2. **Fiscal Impact:** The proposed action will not support the use and continued collection of TIF for the redevelopment area.

Recommendation: The Planning Department recommends **approval and adoption** of the Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan.

AGREEMENT

between

CITY OF KEY WEST

and

ARCHITECTURAL SERVICES:

FREDERICK DOUGLASS GYM EXTENSION RENOVATIONS

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and _____, a corporation organized under the laws of the State of _____, its successors and assigns, hereinafter referred to as "CONSULTANT".

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

1.1. Agreement: This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ 19-001 Architectural Services for the Frederick Douglass Gym Extension Renovations, CONSULTANT's Response to RFQ dated _____, 2019, exhibits, Works, 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.

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 Work.

1.6. CITY: City of Key West.

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 Works 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 17-001 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated _____ __, 20__, 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:

_____

_____

_____

3.2. CONSULTANT's services shall include Architectural design services, including, but not limited to, 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 Work 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 this AGREEMENT.

3.5. The CITY may make or approve changes within the general Scope of Services. If such changes affect the CNSULTANT'S cost of or time required for performance of the services, an equitable adjustment shall be made.

3.6. The CONSULTANT shall begin services when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.

3.7. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters 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.

3.8. 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 and reimburse CITY through compensation for damages.

3.9. CONSULTANT is required to perform the Work consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Work. Where changes to any laws, codes or regulations affecting work have an effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any sub-consultant, CONSULTANT shall present options for their use or implementation.

3.10. 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.

3.11. 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 the duration of this project as determined by the CITY and CONSULTANT and shall be incorporated into the Agreement by an attachment that will include required milestones to be meet.

4.1. CONSULTANT shall perform the services described in this Agreement within the time periods specified.

4.2. 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 Work, 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 Work 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 Work 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 7.8, 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 Work 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 WORK 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 contract (CONSULTANT AND Sub-consultants):
See attached Exhibit A.

5.1.2.3. A Not-to-Exceed budgetary amount will be established for the Work. 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. REIMBURSABLE EXPENSES

5.2.1.1. Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Work, 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 Hampton Inn or Best Western located within the City of Key West city limits.

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.

5.2.1.6. Identifiable testing costs approved by Contract Administrator.

5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Work. 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 Paragraphs 5.2.1.1 through 5.2.1.7 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 Reimbursable Expenses, 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 sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. Sub-consultant Reimbursable Expenses are limited to the items in Paragraphs 5.2.1.1 through 5.2.1.7 described above when the sub-consultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings identifying type of work completed 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 identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. 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 reimbursable expenses 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 reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. 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, reimbursable expenses 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 sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if CONSULTANT has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the Work.

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 Sub-consultant to perform the Work, CONSULTANT will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid prior to payment being made to CONSULTANT.

5.4.3. Payment will be made to CONSULTANT at:

Address: _____

_____

_____

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 Work including previous reports and any other data relative to design or construction of the Work.

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 Work and respond in writing with any comment within the time set forth in the Work 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 Consultant.

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 Work, 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 Work 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 other work.

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 any Work. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to

record complete and correct entries related to the Work.

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 sub-consultant, 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 sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

7.6. SUB-CONSULTANTS

CONSULTANT may use the sub-consultants 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 sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY's acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and hourly rates for such said Sub-consultants 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 RFQ 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

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

7.9.5. 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 YOUR 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 sub-consultants/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 Work 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 Work 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 Work 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
1300 White Street
Key West, FL 33040

FOR CONSULTANT:

Contact Name: _____

Address: _____
_____
_____

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 Work 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 sub-consultant, 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 sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-consultants 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 Work 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 7 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/Sub-consultants' Hourly Rates; Exhibit B – RFQ #19-002; Exhibit C – Consultants Proposal*

7.27. COUNTERPARTS

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

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

By: CITY OF KEY WEST

James Scholl, City Manager

7 day of Aug, 2019

Attest:

Cheryl Smith, City Clerk

7 day of Aug, 2019

By: CONSULTANT

(Signature)

Joseph Moody, Director KZM Design
(Print Name and Title)

9 day of August, 2019

Attest:

(Signature)

L. Kreel Hovel, Sr construction Mgr
(Print Name and Title)

9 day of August, 2019