

RESOLUTION NO. 06-270

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING TASK ORDER 107.001 FOR CHEN & ASSOCIATES, INC. FOR ENGINEERING & ARCHITECTURAL SERVICES FOR THE NEW TRANSIT BUS FACILITY AT 5701 COLLEGE ROAD IN THE AMOUNT OF \$968,432.00; PROVIDING FOR AN EFFECTIVE DATE

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

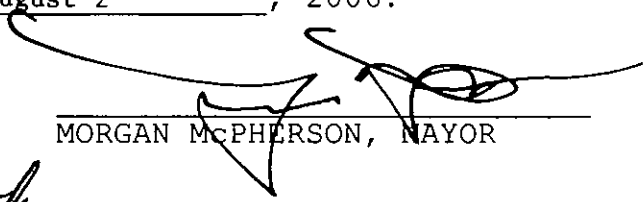
Section 1: That Task Order 107.001 in the amount of \$968,432.00 is hereby approved.

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

Passed and adopted by the City Commission at a meeting held this 1 day of August, 2006.

Authenticated by the presiding officer and Clerk of the Commission on August 2, 2006.

Filed with the Clerk August 2, 2006.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



EXECUTIVE SUMMARY

To: Julio Avel, City Manager

cc: Roger Wittenberg, Finance
Sue Snider, Purchasing

From: Myra Wittenberg, Manager / KWDoT Manager
David Fernandez, Director / KWDoT & Utilities *Myra Wittenberg*

Date: July 19, 2006

Subject: Task Order 107.001 – Engineering Services for Panning, Design, Permitting, Bid & Award, Construction & Administrative Services, Other Services and Direct Associated With the New Transit Operations & Maintenance Facility at 5701 College Road, Key West, Florida, With Chen & Associates, Inc., Under the Master Services Agreement

ACTION STATEMENT:

This request is to approve Chen & Associates, Inc. (C&A) Task Order No. 2006-01 for Engineering and Construction services related to the construction of the new Public Transportation Operations & Maintenance Facility to be constructed at 5701 College Road, Key West, Florida, utilizing funds awarded by the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT) pursuant to all rules and regulation of both agencies as well as all State and Local guidelines.

HISTORY / BACKGROUND:

The Key West Department of Transportation currently operates and maintains its transit fleet of buses as well as operations and administration at the 627 Palm Avenue site, along with City-wide fleet maintenance, parking operations and the utilities department. This building is 34 years old and is in poor condition. KWDoT operations require a new facility in order to secure continuity of services, manage current growth patterns and provide maintenance of the transit fleet. To that end staff of KWDoT applied and received FDOT funds and FTA funding in a total amount of \$5,261,518.00 for construction of the new facility. The City will provide the land required of up to 4.5 acres as noted at the site referenced on College Road, which is the former Solid Waste to Energy Facility site.

To date CH2M Hill has completed the Due Diligence and Documented Categorical Exclusion Application Package which we have submitted to FTA and FDOT for their review so as to move forward with all required environmental clean up or remediation issues in order for the land to be clean of any concerns before construction can be approved.

C&A has prepared the attached Task Order with cost estimate details as to the engineering and construction costs involved for a new facility which includes engineering, architectural and construction management services. Please refer to attached for all pertinent data.

STRATEGIC PLAN:

The City's strategic plan identifies a need for a new facility to support transit operations as does the department business plan and the City's business plan. Movement forward on this will accomplish one of the goals identified for public transportation services.

OPTIONS / ADVANTAGES / DISADVANTAGES:

Option 1) Would be the City approving this request and move forward on design and construction of the new facility providing for engineering and construction services under the MSA with Chen & Associates.

Advantages: The advantage is that this project is 100% funded except for the land that the City is required to use for the construction and placement of the project. It is not often that we are able to provide 100% funding of a large capital project such as this and the City should take advantage of the opportunity to improve an existing operational site, which also frees up the land that the existing site is on for other use.

Disadvantages: The disadvantage is obvious in that the land value in the Key West and Florida Keys area is costly but again the advantages far outweigh the disadvantages given the funding assistance provided for this project.

Option 2) Would be that the City not approve the facility and this Task Order for engineering services, which would cancel the project entirely.

Advantages: There is no apparent advantage to this option.

Disadvantages: The disadvantages are opposite the advantages in Option No. 1) above.

FINANCIAL IMPACT:

Chen & Associate engineering cost estimates are attached for your information and review. The total engineering costs are estimated at \$968,342.00, and the construction cost estimates is \$6,625,000.00. Again it should be noted that all out of pocket construction costs of this project are funded by FDOT and FTA.

RECOMMENDATION:

Staff recommends authorization of this task order in the amount of \$968,432.00 to Chen & Associates, Inc.

**TASK ORDER PURSUANT TO THE MSA
FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF KEY WEST AND
CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. (C&A)**

DATE: July 20, 2006

TASK ORDER NO. 01

C&A PROJECT NO. 107.001

TITLE: ENGINEERING AND ARCHITECTURAL SERVICES FOR
THE PLANNING, DESIGN, PERMITTING AND
CONSTRUCTION OF THE BUS TRANSIT FACILITIES AT
STOCK ISLAND

I. PROJECT DESCRIPTION

The City of Key West (City) plans to relocate their existing Key West Department of Transportation building and facilities to the Solid Waste to Energy Facility (SWEF) site located at Stock Island (5701 College Road Key West, FL). The City is currently demolishing all buildings and structures at the site.

The project will be funded in part by the Federal Transportation Authority (FTA) and the Florida Department of Transportation (FDOT). Compliance with the National Environmental Policy Act (NEPA) for the proposed site improvements will be a requirement for the federal funding aspects for the project. The City currently has a Consultant preparing a Due-Diligence Report and a Preliminary Site Assessment. This Consultant has submitted a Documented Categorical Exclusion request to FTA for review and approval.

The proposed City transit bus facility will include maintenance capabilities, administrative offices, and centralized fleet maintenance.

C&A has based the fee proposal on a new facility which would have 20,000 SF of vehicle (bus) maintenance space and 5,000 SF of administrative space including locker rooms, toilets, storage, etc. We feel this should be a single building rather than two separate buildings as shown on the existing site plan. The building will be one story and will need to meet the Florida Building Code (FBC) criteria, including hurricane requirements. Landscaping will primarily be used to screen the site along the road.

II. BASIS OF SCOPE

- This task order assumes that the proposed improvements (i.e. bus transit facility) are in compliance with NEPA and has received approval from FTA, FDOT, and FHWA.
- This site is not subject to traffic concurrency.

Task Order No. 1 – Bus Transit Facility

- Existing water main and sanitary sewer utilities of sufficient size, depth, pressure and capacity are available and accessible to the site and will serve as the source for accommodating this Project.
- Off-site force main and on-site lift station improvements have been included in this proposal. Other off-site improvements such as roadway improvements, signalization upgrades, and utility adjustments are excluded. If required, additional off-site improvements will be provided as an additional service.
- The task order excludes the possibility of any unknown or special site conditions, the use of deep foundations and fuel facilities, if required.
- The site's existing solid waste management permit will be closed-out.
- Waste from the temporary transfer station and recyclable materials will be completely removed from the site by the City.
- Complete demolition of existing facilities shall be finished by City.
- All previous environmental asbestos, soil, and groundwater reports and regulatory enforcement documents shall be provided by the City prior to the start of these services.
- Soil samples will be conducted by other consultant.
- Sediment sample at the pond will be conducted by other consultant.
- Monitoring wells will be conducted by other consultant.
- Historical LFG monitoring will be evaluated by other consultant.

Topographic Survey:

- A boundary survey is not included within survey scope.
- A search of public records for ownership or easements that may encumber the property is not included, unless specified otherwise in "SCOPE OF SERVICES".
- Review of a title commitment and/or title search is not included, unless specified otherwise in "SCOPE OF SERVICES".
- Coordination with attorneys, title companies, consultants and others is not included within survey scope.
- Trees, shrubs, hedges and other vegetation will not be located or shown on the survey, unless specified otherwise in "SCOPE OF SERVICES"

The following services are not included under basic Scope of Service but can be provided as additional services:

- Land use planning, land use plan amendment or rezoning services;
- Asbestos survey;
- Environmental site assessments or remediation;
- Traffic studies, traffic control devices or signalization design;
- Wetland delineation and mitigation permitting;
- Protected species permitting; and/or
- Services for materials testing during construction.

III. INFORMATION TO BE PROVIDED BY CLIENT

1. Facilitate access to any required facilities such as, existing bus facilities and Stock Island Waste Energy site;

2. Attendance of key personnel at meetings as requested;
3. A copy of Preliminary Environmental Assessment Report, Preliminary Geotechnical Report, and any other existing reports and or other documents relative to the site; and
4. Electronic copies of existing surveys of the site.

IV. SCOPE OF SERVICES

C&A shall provide Architectural and Engineering design services for the preparation of the schematic design, design development, and construction document phases of the project. C&A shall also assist the City during the construction procurement phase and with administration of the contract during construction.

TASK 1. PLANNING SERVICES

The purpose of this Task is to establish a consensus design concept for the project that meets the needs of the City and stays within established schedule and cost parameters.

1.1. Program Development

The Consultant shall assist the City in identifying the space program and operating requirements for each functional area in the proposed administration, operations and maintenance facilities, such as office space, maintenance bays, storage and vehicle parking areas, and fleet maintenance areas to be allocated to storage, employee and visitor parking, fueling, and landscaping and other department shops and storage space required. It is anticipated that the Consultant shall attend a total of up to two (2) meetings with the various City representatives.

1.2. Schematic Design Documents

The Consultant shall provide schematic design documents based upon the approved conceptual design package which will include the program, schedule, and budget. The schematic design shall include a schematic site plan, preliminary building plans, sections and elevations. Preliminary selections of major building systems and materials shall be noted on the drawings or described in writing. Six (6) copies of the draft schematic design documents shall be provided to the City for initial review and comments. It is anticipated that the Consultant shall attend a total of one (1) meeting with the City representatives to review the schematic design documents.

1.3. Design Development Documents

The Consultant shall provide design development documents based on the approved schematic design documents and updated budget. The design development documents shall refine the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The design development documents shall be considered the 30% submittal

Specifications of major materials and systems shall be provided to establish their quality in general. Six (6) copies of the design development documents shall be provided to the City

for initial review and comments. It is anticipated that the Consultant shall attend a total of one (1) meeting with City representatives to review the comments.

- Deliverables:**
- Attend up to four (4) meetings with City representatives
 - Prepare six (6) copies of the schematic design documents
 - Prepare six (6) copies of the design development documents (30% Submittal)

TASK 2. DESIGN SERVICES

The purpose of this Task is to establish requirements for the preparation of construction documents for the Project based on the approved design development documents. The construction documents shall set forth in detail the requirements for construction of the project. The construction documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the project. The Consultant shall provide the electronic files for the construction documents in MS-Word, AutoCAD and Adobe Acrobat file format. It is anticipated that the Consultant shall attend a total of three (3) design meetings with City representatives.

2.1 Construction Documents

The Consultant's construction documents shall include the following deliverables:

a. 60% Submittal

Cover; Drawing Index; General Notes; Safety Plan; Site Civil and Utilities with Details; Typical Sections and Details; Architectural Plans; Elevations; Sections; Details; Mechanical, Plumbing & Structural; Schedule and Phasing Plans; Structural Plans; Structural Notes and Details; Circuitry Plans; Electrical Notes and Details; Front End Construction Contract Documents, Project Construction Cost Estimate; Technical Specifications; Construction Schedule; Define Quality Assurance and Quality Control Procedures. Six (6) copies shall be provided to the City for review and comments. It is anticipated that the Consultant shall attend a total of one (1) meeting with the City representatives to review the comments.

b. 90% Submittal

Cover; Drawing Index; General Notes; Safety Plan; Typical Sections and Details; Site Civil and Utilities with Details; Architectural Plans; Elevations; Section; Details; Mechanical, Plumbing & Structural; Schedule and Phasing Plans; Structural Plans; Structural Notes and Details; Lighting Layout Plans; Circuitry Plans; Electrical Notes and Details; Construction Schedule; Project Construction Cost Estimate; Front End Construction Contract Documents; Technical Specifications. Six (6) copies shall be provided to the City for review and comments. It is anticipated that the Consultant shall attend a total of one (1) meeting with the City representatives to review the comments.

c. 100% Submittal

Final Cover; Final Drawing Index; Final General Notes; Final Safety Plan; Final Typical Sections and Details; Final Site Civil and Utilities with Details; Final Demolition Plans; Final Architectural Plans; Final Elevations; Final Section; Final Details; Final Mechanical, Plumbing & Structural; Final Schedule and Phasing Plans; Final Structural

Plans; Final Structural Notes and Details; Final Electrical Demolition Plans; Final Lighting Layout Plans; Final Circuitry Plans; Final Electrical Notes and Details; Final Construction Schedule; Final Front End Construction Contract Documents; Final Technical Specifications; Final Project Construction Cost Estimate. Six (6) copies shall be provided to the City.

- Deliverables:**
- Attend up to five (5) meetings with City representatives.
 - Prepare six (6) copies of the construction documents at 60%, 90% and 100%.

TASK 3. PERMITTING SERVICES

The Consultant shall prepare applications and such documents and design data as may be required to procure approvals from the identified governmental authorities that have jurisdiction over the Project. The City will pay all permit fees. It is the intent of this scope of services that the Consultant be the responsible party for formally transmitting and receiving permits to and from the respective jurisdictional authorities. The Consultant shall copy the City on all permit related correspondence. At the time of scope preparation, the following governmental authorities that have or may have jurisdiction over project have been identified:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACOE)
- Florida Department of Environmental Protection (FDEP)
- Florida Keys Aqueduct Authority (FKAA)
- Federal Transit Authority (FTA)
- Florida Department of Transportation (FDOT)
- City of Key West
- Monroe County

- Deliverables:**
- Correspond with noted jurisdictional authorities to establish permitting requirements.
 - Revise documents and respond to permitting inquiries as required.

TASK 4. BIDDING AND AWARD SERVICES

The Consultant shall assist the City in bidding and awarding the construction project and in the preparation, negotiation and execution of contracts for the work on the project. Services shall include bid document delivery; attending one (1) pre-bid conference and one (1) bid opening; addenda issuance; bid evaluation; and preparing eight (8) as-bid contract documents.

- Deliverables:**
- Attend and participate in one (1) pre-bid conference and one (1) bid opening.
 - Respond to questions from prospective bidders and prepare addenda for distribution.
 - Prepare eight (8) as-bid contract documents and sets.

TASK 5. CONSTRUCTION ADMINISTRATION SERVICES

The Consultant shall perform the following tasks related to the construction administration of the Project. These subtasks shall be performed for the duration of all construction. It is anticipated that the construction timeframe for the project will approximate twelve (12) months. The consultant's compensation is based upon the administration of this construction duration.

5.1 Pre-Construction Conference

The Consultant shall attend one (1) pre-construction conference.

5.2 Resident Project Representative Services

The Consultant will provide one full-time Resident Project Representation to observe the construction of the work. In this effort, Consultant's level of effort shall be based upon a period of up to twelve (12) months (2,080 hours) of field representation. Should this level of effort be exceeded or decreased, an equitable adjustment shall be made accordingly.

The Consultant shall provide specialty site visits by various design disciplines (civil, mechanical, architectural, landscaping, etc.) on an as requested basis. For the purposes of this scope of services, it is assumed that monthly specialty site visits are included for the duration of the construction project twelve (12) months.

5.3 Construction Progress Meetings

The Consultant shall attend bi-weekly construction meetings with the Contractor(s), and applicable City representatives for the duration of the construction. The purpose of these meetings shall be to review the status of construction progress, shop drawing submittals and contract document clarifications and interpretations. These meetings shall also serve as a forum for discussion of construction issues, potential changes / conflicts and any other applicable matters. The meetings may include site visits to visually observe / address construction related concerns that may result from discussion during the construction meeting. The Consultant will prepare and distribute meeting minutes to all attendees and other appropriate parties.

5.4 Request for Information / Contract Documents Clarification (RFIs/CDCs):

The Consultant will process all RFIs / CDCs.

5.5 Pay Requests Review

The Consultant shall review contractor's monthly applications for payment and supporting data throughout the duration of construction which is estimated to be twelve (12) months for a project maximum of twelve (12) reviews. Consultant shall make recommendation in writing for payments to the contractor(s) in accordance with the contract documents.

5.6 Shop Drawings Review

The Consultant shall have 14 calendar days from the time of receipt in its office, to review and return shop drawings.

5.7 Project Closeout

The Consultant and City staff shall conduct an overview of the Project. The overview shall include development of a "punch list" of items needing completion or correction prior to

consideration of final acceptance. The Consultant will develop the list with assistance from the City. The list shall be forwarded to the Contractor.

Upon notification from the contractor that all remaining “punch list” items have been resolved, the Consultant, in conjunction with appropriate City staff, shall perform a final review of the finished Project. Based on successful completion of all outstanding work items by the Contractor(s), the Consultant shall assist in closing out the construction contract. This shall include a final punch list walk through for verification of completion.

- Deliverables:**
- Attend and participate in one (1) pre-construction conference.
 - Provide one (1) full-time Resident Project Representative on the project.
 - Provide monthly specialty site visits, as requested.
 - Prepare daily construction observation forms and distribute to the City.
 - Attend and participate in bi-weekly construction progress meetings.
 - Respond to those RFI's that involve design interpretations. Issue CDCs as required.
 - Review pay request and make recommendations for payment to the City.
 - Review Shop Drawings.
 - Attend field meetings to review substantial and final completion and assist in development of “punch lists”.

TASK 6. OTHER SERVICES

6.1 Topographic Survey

The Consultant shall arrange and coordinate the efforts of licensed surveyor to prepare topographic survey of the area for development as illustrated in Exhibit A. The survey will locate surface features; including: buildings, trailers, pavement fences, power poles, walks and curbs. Locate utilities at the surface. Utility locations will be based on surface evidence of underground utilities; such as valves, fire hydrants and manholes. The investigation for underground utilities will not extend to research at the City or utility companies and no underground exploration will be conducted. Locate sanitary and storm sewer structures at the surface. Measure the rim and invert elevation of sanitary and storm sewer structures. Measure spot elevations approximately every 100 feet. Establish two on-site benchmarks. Elevations will be based on N.G.V.D. of 1988 established from the nearest governmental benchmark. Coordinates will be based on an assumed datum base on the previous survey. As an alternative to the assumed coordinates State Plane Coordinates will be established utilizing real time GPS.

6.2 Geotechnical Evaluation

The Consultant's subconsultant shall provide a total of four (4) standard penetration test borings to a depth of 30 feet each. In addition, four (4) open hole percolation tests shall be performed. Laboratory analysis, including sieve analyses and organic content tests, will be performed on representative samples collected during the field visit, as required for design. Locating existing utilities is not included in this task.

An engineering report will be provided and will include a description of findings, results of laboratory testing and general recommendations for excavation, filing and compaction requirements for foundation design.

6.3 Underground Utility Investigation

The Consultant shall contract the services of an underground utility location service to perform approximately five (5) vacuum extraction excavations, in an effort to better identify existing underground conditions where work is to be performed. Actual locations shall be as directed by the Consultant, subject to City review and acceptance.

6.4 FDEP Reasonable Assurance

The Consultant shall retain the services of professional engineer and / or professional geologist that are experienced with the hydrogeologic conditions of the Florida Keys area. This subconsultant shall assist the Consultant in developing proper responses to the State of Florida Department of Environmental Protection during the Group V, Class 6 disposal well permitting for construction and authorization to operate. Tasks may include the development of a report that presents background geologic conditions for the project area and its surroundings, site specific hydrogeological data as well as any other data that the Consultant determines is necessary to satisfy the reasonable assurance requirements of the State of Florida Department of Environmental Protection. This task covers up to one (1) test well.

TASK 7. DIRECT COSTS

7.1 Reproduction Service

The Consultant shall be reimbursed at the usual and customary rate for reproduction of reports, contract documents and miscellaneous items, as may be requested by the City.

7.2 Travel

The Consultant shall be reimbursed for travel and subsistence as per Master Service Agreement (MSA).

7.3 Lodging

The consultant shall be reimbursed for lodging expenses as per MSA.

TASK 8. OTHER PROFESSIONAL SERVICES

8.1 Development of plan to remove any metal contaminants at the pond

The consultant shall retain the services of professional engineer and / or professional geologist to assist in preparing any required plans to remove metal contaminants at the pond.

8.2 Additional A&E services for optional concrete administration facility

The consultant, at the request of the City, shall provide the required A&E services to design the +/- 5,000 SF administration building out of concrete material.

V. DELIVERABLES AND COMPLETION

Deliverables are described in the Scope of Services and project schedule in Attachment B.

VI. FEE

The fee summary for this work order is shown on attachment A.

ATTACHMENT A

**ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PLANNING, DESIGN,
PERMITTING AND CONSTRUCTION OF THE BUS TRANSIT FACILITIES AT
STOCK ISLAND**

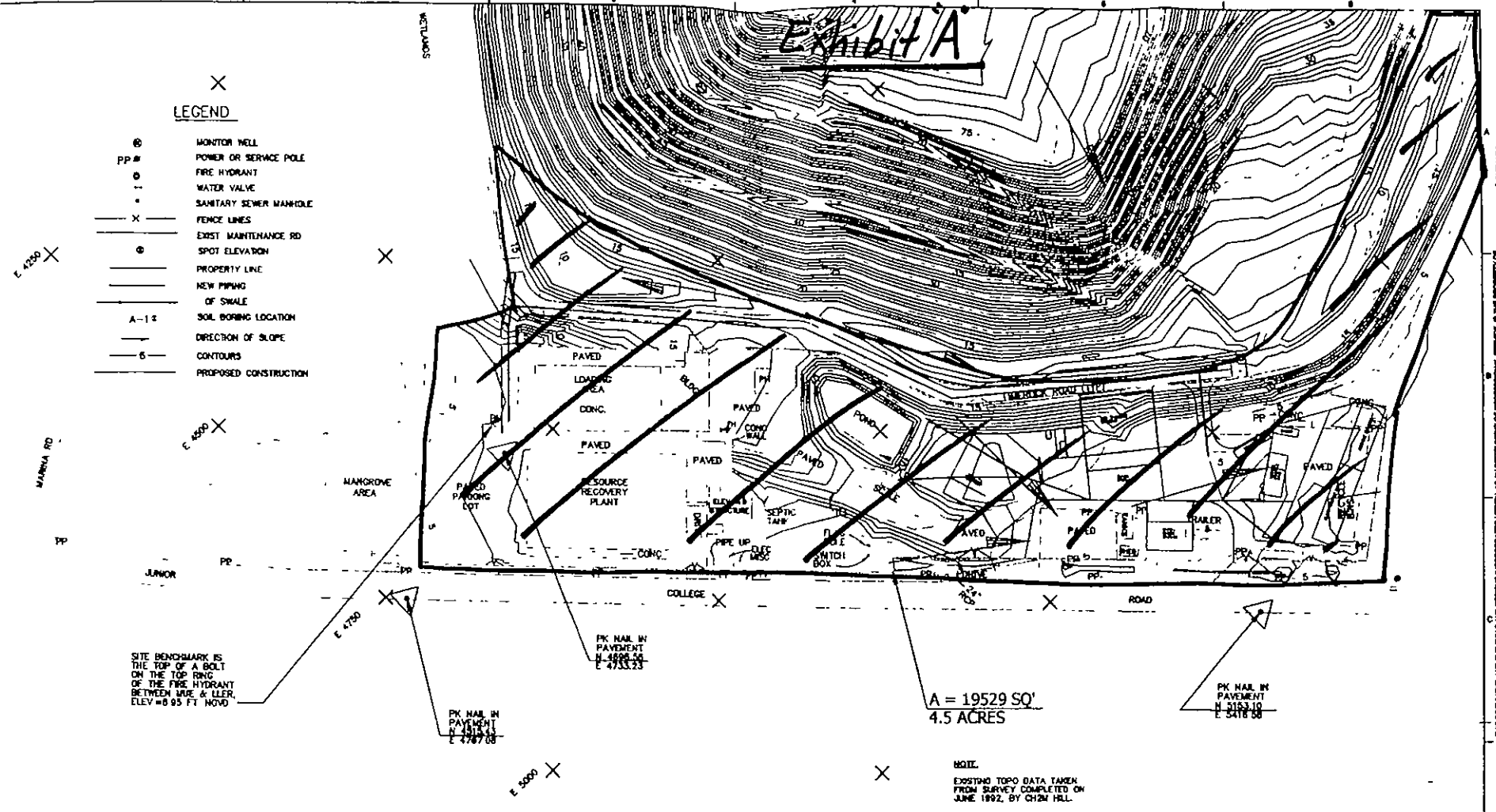
FEE SUMMARY

TASK NUMBER	DESCRIPTION	LUMP SUM FEE
1	PLANNING SERVICES	\$201,465
2	DESIGN SERVICES	\$222,994
3	PERMITTING SERVICES	\$51,834
4	BIDDING AND AWARD SERVICES	\$38,744
5	CONSTRUCTION ADMINISTRATION SERVICES	\$360,895
6	OTHER SERVICES	\$34,500
7	DIRECT COSTS	\$56,000
8	OTHER PROFESSIONAL SERVICES	\$22,000
TOTAL FEE		\$988,432

LEGEND

- ⊙ MONITOR WELL
- PP # POWER OR SERVICE POLE
- FIRE HYDRANT
- WATER VALVE
- SANITARY SEWER MANHOLE
- X- FENCE LINES
- ⊙ EXIST. MAINTENANCE RD
- ⊙ SPOT ELEVATION
- PROPERTY LINE
- NEW PIPING
- OF SHALE
- A-1± SOIL BORING LOCATION
- DIRECTION OF SLOPE
- 6— CONTOURS
- PROPOSED CONSTRUCTION

Exhibit A



SITE BENCHMARK IS THE TOP OF A BOLT ON THE TOP RING OF THE FIRE HYDRANT BETWEEN WIDE & LLER, ELEV = 8.95 FT WOOD

PK NAIL IN PAVEMENT N 4134.83 E 4787.08

PK NAIL IN PAVEMENT N 4688.54 E 4733.23

A = 19529 SQ'
4.5 ACRES

PK NAIL IN PAVEMENT N 5153.10 E 5418.08

NOTE:
EXISTING TOPO DATA TAKEN FROM SURVEY COMPLETED ON JUNE 1992, BY CH2M HILL.



CONCEPTUAL
NOT FOR CONSTRUCTION

DRGN					
CHK					
APPD					
NO.	DATE	REVISION	BY	APPD	

VERIFY SCALE
SMA IS ONE INCH ON ORIGINAL DRAWING IS REPRESENTED 1' IF ANY ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

CH2MHILL
4350 WEST CYPRESS STREET
TAMPA, FLORIDA 33604
L8 000504 AA 000636

KEY WEST BOLID WASTE SITE BUS FARM
TOPOGRAPHIC MAP

SHEET	
DWG	
DATE	1/17/2008
PROJ	

THIS DOCUMENT AND THE DATA AND DESIGN INFORMATION HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL.

ATTACHMENT B

**ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PLANNING, DESIGN,
PERMITTING AND CONSTRUCTION OF THE TRANSIT FACILITIES AT STOCK
ISLAND**

PROJECT SCHEDULE

Task	Description	Working days after Notice to Proceed
1	Planning Services	120
2	Design Services	180
3	Permitting Services	120
4	Bidding and Award Services	120
5	Construction Administration Services	360
6	Other Services	N/A
7	Direct Costs	N/A

ATTACHMENT C

ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PLANNING, DESIGN, PERMITTING AND CONSTRUCTION OF THE TRANSIT FACILITIES AT STOCK

PROJECT COST

As for the cost of the project, prices continue to be on the rise here in South Florida. The table below breaks down our assumptions for this assignment:

20,000 SF Maintenance Facility	\$120 per SF	\$2,400,000 – assuming a metal building and excl. any specialized equipment and deep found.
5,000 SF Admin. Facility	\$175 per SF	\$875,000 – excludes deep foundations
On-Site Costs	Varies	Assuming \$750,000
Key West Cost Factor	15-20%	\$600,000
Total Recommended Project Budget		\$4.6M (including On-Site)

Option 1: Concrete Construction of the Administration Facility

20,000 SF Maintenance Facility	\$120 per SF	\$2,400,000 – assuming a metal building and excl. any specialized equipment and deep found.
5,000 SF Admin. Facility	\$250 per SF	\$1,250,000 – assuming a concrete building and excludes deep foundations
On-Site Costs	Varies	Assuming \$750,000
Key West Cost Factor	15-20%	\$700,000
Total Recommended Project Budget		\$5.1M (including On-Site)

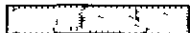
This construction cost estimate excludes any major off-site efforts such as roadway improvements, signalization upgrades, and utility adjustments. The estimate also excludes the possibility of any unknown or special site conditions, the use of deep foundations, and any fuel facilities, if required.

**CITY OF KEY WEST
BUS TRANSIT FACILITY
PRELIMINARY PROJECT SCHEDULE**

ID	Task Name	Duration	Start	Finish	2007				2008				2009				2010			
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
1	Bus Transit Facility	829 days	Tue 8/1/06	Fri 10/2/09																
2	Planning Services	120 days	Tue 8/1/06	Mon 1/15/07																
3	Design Services	180 days	Tue 1/16/07	Mon 9/24/07																
4	Permitting	120 days	Mon 6/18/07	Fri 11/30/07																
5	Bid & Award	120 days	Mon 12/3/07	Fri 5/16/08																
6	Construction	300 days	Mon 5/19/08	Fri 7/10/09																
7	Project Closeout	60 days	Mon 7/13/09	Fri 10/2/09																
8	Completion	0 days	Fri 10/2/09	Fri 10/2/09																

Project City of Key West
Date Mon 7/10/06

Task



Progress



Milestone



Summary



RESOLUTION NO. 06-186

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RANKING AND SELECTING A GENERAL TRANSPORTATION ENGINEERING SERVICES CONSULTANT PER A REQUEST FOR QUALIFICATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West obtained four bids in response to its RFQ; and

WHEREAS, on May 16, 2006, the City Commission heard presentations by the bidders;

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

Section 1: That the ranking of the four firms to provide general transportation engineering consulting services to the City of Key West is hereby approved as follows:

1. Chen and Associates
2. URS Corporation Southern
3. CH2MHILL
4. Metric Engineering

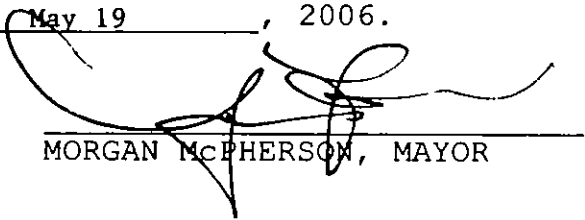
Section 2: That the City Manager is hereby authorized to negotiate and execute a contract with the first-ranked firm; and if the first-ranked firm and the City cannot reach agreement on a contract, the City shall terminate such negotiations and commence negotiations with the second, third and fourth-ranked firms, accordingly.

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

Passed and adopted by the City Commission at a meeting held this 16 day of May, 2006.

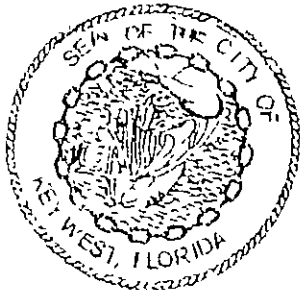
Authenticated by the presiding officer and Clerk of the Commission on May 19, 2006.

Filed with the Clerk May 19, 2006.


MORGAN MCPHERSON, MAYOR

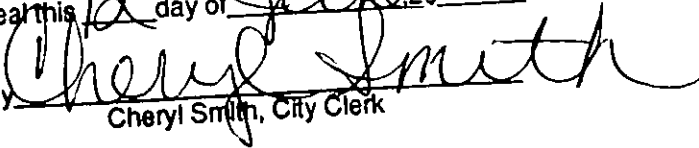
ATTEST:


CHERYL SMITH, CITY CLERK



STATE OF FLORIDA, COUNTY OF MONROE,
CITY OF KEY WEST

This copy is a true copy of the public record on file in this office. Witness my hand and official seal this 12 day of June, 2006

By 
Cheryl Smith, City Clerk



Executive Summary

TO: Julio Avel, City Manager

FROM: Myra H. Wittenberg, Manager / KWDoT
E. David Fernandez, Director / Utilities & KWDoT

DATE: June 6, 2006

SUBJECT: Approval of Master Services Agreement (MSA) to Furnish General Transportation Engineering Services to the City by Chen and Associates Consulting Engineers, Inc.

ACTION STATEMENT:

This is a request to approve the Master Services Agreement to Chen and Associates Consulting Engineers, Inc. (C&A) to provide general transportation engineering services to the City of Key West. The contract will be for three years with the option to extend the agreement on a year-to-year basis thereafter.

BACKGROUND:

To efficiently operate our transit system, the City of Key West Department of Transportation (KWDoT) requested to hire a consultant to provide general transportation engineering service. Resolution No 06-186 approved the ranking of four firms to provide consulting services. C&A was ranked no. 1.

The services that the City requires include, but are not limited to, planning services, permitting services; public involvement; design services; utility design/relocation and coordination; road, highway and bridge design and rehabilitation; bidding process services; construction engineering inspections; services during construction, design/build delivery; oversight of operation and maintenance; and financial services. Also included are transportation and parking facility construction that is related to transit.

C&A will be able to immediately assistance the City in the planning, design, permitting, and construction of the new Transit Facility, which is secured by Florida Department of Transportation (FDOT) and Federal Transit Administration (FTA) funding of \$4 million, with an additional \$2 million in grant allocations pending awards at this time

STRATEGIC PLAN:

Improved transit ridership is a key component within the Mobility section of the City's Strategic Plan and the consultant's expertise and efforts will assist KWDoT in implementing key components of the City's Business Plan.

JUSTIFICATION:

KWDoT will benefit from the expertise and efforts from C&A in designing a first-rate transit facility, along with assistance in other key areas that are essential in running a first-rate operation

FINANCIAL IMPACT:

C&A will perform professional engineering services in accordance to individual task orders. Projects under this Master Service Agreement are budgeted in FY 06/07. Most engineering services will be reimbursable by the Federal Transit Administration. Funds in the amount of \$250,000 or a 10% city match are available in account 411-4404-544, Capitol Projects, immediately for these services.

RECOMMENDATION:

KWDoT Staff recommends approval of the Master Service Agreement.

Should you require clarification or have any questions, please call me at 292-8162.

CITY OF KEY WEST



MASTER SERVICES AGREEMENT TO FURNISH GENERAL TRANSPORTATION ENGINEERING SERVICES TO THE CITY OF KEY WEST

JUNE 2006

Consulting Engineer:

Chen and Associates Consulting Engineers, Inc.
420 Lincoln Road, Suite 240
Miami Beach, FL 33139

Master agreement to Furnish General Transportation Engineering Services to the City of Key West

This AGREEMENT made and entered into by and between the **City of Key West**, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "City" and **Chen and Associates Consulting Engineers, Inc.**, a Florida corporation, whose address is 420 Lincoln Road, Suite 240, Miami Beach, Florida, 33139, hereafter referred to as the "ENGINEER". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The ENGINEER'S primary responsibility includes but is not limited to providing consulting, professional and construction services relating to Transportation Engineering. The specific services, which the ENGINEER agrees to furnish and the terms that the ENGINEER agrees to follow are set forth as follows:

- 1.1 Professional engineering, economics, planning, and specialty consulting services for: planning services; permitting services, public involvement; design services; utility design/relocation and coordination; road, highway and bridge design and rehabilitation; bidding process services, construction engineering inspections; services during construction; design/build delivery, oversight of operation and maintenance; financial services; and any other lawful professional engineering or other consulting services which the ENGINEER is qualified to provide and which the CITY'S authorizes the ENGINEER to undertake.
 - A. The specific services to be provided by the ENGINEER and the compensation for such services will be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT
 - B. Unless otherwise indicated in a Task Order, execution of a Task Order by the CITY shall constitute authorization for the ENGINEER to proceed with the services enumerated in the Task Order. Each Task Order will be supported by the appropriate cost and pricing data and such other documentation as required by the CITY
 - C. Task Orders shall be numbered consecutively. Each Task Order shall include a description of the scope of services, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended task Orders shall include substantially the same information and be submitted to the CITY for approval
 - D. The CITY may approve changes within the general Scope of Services in any Task Order. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the Task Order.

- E. A task order may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice of ENGINEER. No further work will be performed by ENGINEER upon receipt of this notice unless specifically authorized by the City of Key West.

On termination, the ENGINEER will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the task Order. The CITY will not pay for anticipatory profits.

- F. The ENGINEER will provide ADDITIONAL SERVICES mutually agreed to and authorized by the CITY in writing but not specifically described and authorized by the a Task Order.

Article 2. Compensation

As consideration for providing the services enumerated in Article 1 and supplemental Task Orders, the CITY shall pay the ENGINEER fees as defined in each Task Order.

Field rates shall be applicable when the ENGINEER's employees are assigned to a field location for a continuous period exceeding 90 calendar days. Field location is defined as office space which is made available to ENGINEER's employees by the CITY at no cost to the ENGINEER. Field rates shall be applied on the first day the ENGINEER's employee is assigned to a field location. Should the ENGINEER's employee assignment not exceed 90 continuous days, ENGINEER shall be permitted to retroactively reinvoice for the applicable field rate charges but based upon the ENGINEER's per diem rates.

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

- 2.1 Lump sum payment, which includes compensation for all the ENGINEER's salaries, general overhead costs, direct expenses, and profit.
 - A. The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond ENGINEER's control, ENGINEER and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change.
 - B. In the event of a change of scope, an appropriate decrease or increase compensation will be authorized in writing.
 - C. Monthly invoicing will be based on an estimate of the percent complete at the end of the preceding month
 - D. The ENGINEER shall submit wage rates and other actual unit costs supporting the compensation. The ENGINEER shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

2.2 Cost Reimbursable-Per Diem (Time and Expenses)

A. Per diem rates are those hourly or daily rates charged for work performed on the PROJECT by ENGINEER'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 fiscal year adjustments and shall be based on the Data Resources, Inc. (DRI) forecast of wage and price escalation.

B. Initial Per Diem Rates for October 1, 2005 through September 30, 2006 are.

Classification	Per Diem Rate (\$ per day)	Field Rate (\$ per Day)
Project Director	1,385	
Project Manager	1,229	
Chief Engineer	1,084	
Senior Engineer	1,078	
Project Engineer	760	
CADD Designer	610	
Engineer Intern	409	
Clerical	415	
Senior Inspector	930	622
Inspector	774	712
Senior Landscape Architect	786	
Landscape Architect Intern	469	
Project Surveyor (PLS)	1,123	
Survey Supervisor	699	
Survey Technician	711	
Draftperson	569	
Party Chief	514	
Instrument Person	316	
Rodperson	221	
Chief Architect	1,386	
Architect Project Manager	1,028	
Project Architect	704	
CADD Technician (Arch)	522	
Sr. Electrical Engineer	1397	
Electrical Engineer	954	
Sr Mechanical Engineer	1285	
Mechanical Engineer	868	

C. Hourly per diem rates are 1/8th of the tabulated per diem for a normal 8-hour workday.

D. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. ENGINEER will 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

- E. ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay ENGINEER beyond these limits
- F. When any budget has been increased, ENGINEER's excess cost expended prior to such increase will be allowed to the same extent as if such costs had been incurred after the approval increase.
- G. The CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the ENGINEER. Direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to 1) the costs of express courier charges, mail, supplies and field equipment incurred directly for the PROJECT, printing and reproduction of drawings, documents, and other material, laboratory tests and analyses, and subcontracts and other outside services; and 2) ENGINEER's standard project charges for special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of ENGINEER's vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with the PROJECT in accordance with CITY policy and Florida Statute FS 122.061. Required Documentation. All requests for travel reimbursement must provide enough detail to clearly indicate the reason(s) for travel, date(s) of travel, exact time(s) of travel, and mode(s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statutes rates applicable at the time of travel. ENGINEER is obligated to minimize all expenses incurred in the execution of this AGREEMENT and subsequent Task Orders.
- H. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and location, toll booths locations, and signature of employee. Travel, in connection with the work and for convenience of ENGINEER (to make use of talent not located in Monroe County), shall be included in ENGINEER's Task Order. Travel request by CITY'S AUTHORIZED REPRESENTATIVE and travel associated with permitting and grants, as required by the state and federal agencies, will be reimbursed in accordance with this section.
- I. Transportation by passenger vehicle supplied by ENGINEER in connection with the work will be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both.

Article 3. Invoicing and Payment

- 3.1 Monthly invoices will be issued by ENGINEER for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Engineer

4.1 General

- A. The ENGINEER will serve as CITY'S professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto

4.2 Standard of Care

- A. The Standard of care applicable to ENGINEER'S services will be the degree of skill and diligence normally employed by the professional engineers or consultants performing the same or similar services at the time said services are performed. The ENGINEER will perform any services not meeting this standard without additional compensation.

4.3 Subsurface Investigations

- A. In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics and the location of underground features may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

4.4 Engineer's Personnel at Construction Site

- A. The presence or duties of the ENGINEER'S personnel at a construction site, where the contractor is other than **Chen and Associates**, whether as onsite representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site except ENGINEER'S own personnel.
- B. The presence of ENGINEER'S personnel at the construction site is for the purpose of providing the CITY a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has

been implemented and preserved by the construction contractor(s) ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibilities for Contractor'(s) failure to perform their work in accordance with the Contract Documents.

- C. Construction sites includes places of manufacture for materials incorporated into the construction work Construction contractors include manufacturers of materials incorporated into the construction work.

4.5 Opinions of Cost, Financial Considerations, and Schedules

- A. In providing opinions of construction cost, financial analyses, economic feasibility projections, and schedules for design projects, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties, quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

4.6 Construction Progress Payments

- A Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that exhaustive, continuous or detailed examinations or reviews have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractor that affect the amount that should be paid

4.7 Record Drawings

- A. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, including the contractor for the work, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from the others that is incorporated into the record drawings

- B. Record drawings will consist only of the signed and sealed set of drawings in hard copy form. Any computer-generated files on diskettes or tapes furnished by ENGINEER are for the CITY's and other's convenience and are to be utilized at user's sole risk.

4.8 Access to Engineer's Accounting Records

- A. The ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will be available to CITY during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY might only audit accounting records applicable to cost-reimbursable and cost plus fixed fee type compensation.

4.9 Engineer's Insurance

- A. The ENGINEER will maintain throughout this AGREEMENT the following insurance:
 - 1. Worker's compensation and employer's liability insurance as required by the state where the work is performed.
 - 2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
 - 3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
 - 4. Professional liability insurance of \$2,000,000 per occurrence and in the aggregate
 - 5. CITY will be named as an additional insured with respect to ENGINEER's liabilities hereunder in the insurance coverage's identified in items 2 and 3, and ENGINEER waives subrogation against CITY as to said policies.

4.10 Subconsultants

- A. The ENGINEER may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.

Article 5. Obligations of the City

5.1 Authorization to Proceed

- A. Authorization to proceed will be considered to be given upon execution of each Task Order by the CITY.

5.2 City-Furnished Data

- A. The CITY will provide to the ENGINEER all data in the CITY's possession relating to the ENGINEER's services on the PROJECT including information on any pre-existing conditions that may result in hazardous waste contamination on the PROJECT site. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3 Access to Facilities and Property

- A. The CITY will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CITY will perform, at no cost to ENGINEER, such tests of equipment machinery, pipelines, and other components of the CITY's facilities as may be required in connection with ENGINEER's services, unless otherwise agreed to. CITY will be responsible for all acts of CITY's personnel.

5.4 Advertisements, Permits, and Access

- A. Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses, except those required by the bid documents, required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

5.5 Timely Review

- A. The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner.

5.6 Prompt Notice

- A. The CITY will give prompt written notice to ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the ENGINEER or construction contractors.

5.7 Contractor Indemnification and Claims

- A CITY agrees use to use its best efforts to include the following in all construction contracts with contractors not affiliated with ENGINEER:
 - 1. The provisions of Article 4.4, Engineer's Personnel at Construction Site.
 - 2. Provisions proving contractor indemnification of CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.
- B. CITY will use its best efforts to require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability policy.

5.8 Exclusion of Contractor Claims

- A. CITY agrees to use its best efforts to include the following clauses in all contracts with other construction contractors and equipment or material suppliers:
 - B. Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed, unless construction contractors, subcontractors and equipment or material suppliers first gain the CITY's consent.

5.9 City's Insurance

- A CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.
- C. CITY will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work, including the value of all onsite CITY-furnished equipment and/or materials, associated with the ENGINEER's services

5 10 Services of Engineer

- A. Unless this AGREEMENT is modified or terminated, the CITY will have all services specified in this AGREEMENT performed by the ENGINEER,

employing ENGINEER's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to the CITY's review and approval.

5.11 Litigation Assistance

- A The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in the litigation undertaken or defended by CITY. All such services required or requested of ENGINEER by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that ENGINEER's sole negligence caused CITY's damage.

Article 6. General Legal Provisions

6.1 Agreement Period

- A. The duration of the agreement shall be three (3) years commencing from the date this Agreement was entered into, with an additional two-year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission. This Agreement shall continue in effect from year to year thereafter, until terminated by the CITY.

6.2 Reuse of Project Documents

- A. Reports, drawings, specifications, documents and other deliverables of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for the project of the City. All specifications and plans shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY agrees to indemnify and defend the ENGINEER and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration.

6.3 Ownership of Work Product and Inventions

- A All of the work product of ENGINEER in executing this Project shall remain the property of ENGINEER. The CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer programs or other intellectual property developed during the course of, or as a result of, the Work shall remain the property of the ENGINEER.

6.4 Force Majeure

- A The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER.
- B. In the event of a delay that results in additional costs to the ENGINEER, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

- A This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to ENGINEER. No further work will be performed by ENGINEER upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West.
- B On termination, the ENGINEER will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits

6.6 Suspension, Delay, or Interruption of Work

- A. The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay ENGINEER for work performed to date. An equitable adjustment in the PROJECT's schedule and ENGINEER's compensation will be made as agreed to by both parties.
- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 No Third Party Beneficiaries

- A. This AGREEMENT gives no rights or benefits to anyone other than the CITY and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

- A The ENGINEER shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damages, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of ENGINEER, its employees or agents, in the performance of this Agreement
- B. This indemnification shall survive the expiration or termination of this Agreement In the event that any action or proceeding is brought against the

CITY by reason of such claim or demand, ENGINEER shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The ENGINEER shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by ENGINEER, or by persons employed or used by ENGINEER

6.9 Assignment

- A ENGINEER shall not assign all or any part of this Agreement without prior consent of the CITY by Resolution of the Key West City Commission

6.10 Jurisdiction

- A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.11 Severability and Survival

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable had never been contained herein.
- B ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.12 Dispute Resolution

- A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.
- B Unless otherwise agreed in writing, the ENGINEER shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the engineer continues to perform, Owner shall continue to make payments in accordance with this Agreement.

Article 7. Schedules and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the CITY OF KEY WEST

Dated this 14 day of June, 2006

By: [Signature]
Name

[Signature]
Title

By: [Signature]
Name

City Attorney
Title

By: [Signature]
Name

City Clerk
Title

For the ENGINEER, Chen and Associates Consulting Engineers, Inc.

Dated this 3rd day of June, 2006

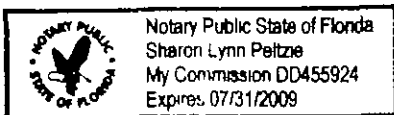
By: [Signature]
Name

Vice President
Title

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on June 7, 2006, by Peter Moore, as Vice President of Chen and Associates, a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath

[Signature]
NOTARY PUBLIC, State of Florida



Print, Type or Stamp Commissioned
Name of Notary Public and Expiration Date:

Myra Hernandez-Wittenberg
CCTM / Manager



www.keywestcity.com

P.O. Box 1078
Key West, FL 33040
Phone: (305) 292-8162
Fax: (305) 292-8285

June 29, 2006

Chen and Associates
Attn: **Oscar R. Bello, P.E.**
Civil and Environmental Engineers
420 Lincoln Road - Suite 240
Miami Beach, Florida 33139

Re: Surveys & MSA

Dr. Mr. Bello:

Per our phone call today and email exchange I am forwarding a full set of survey documents for metes and bounds as performed by Perez Engineering, Inc., less the topo survey work, which you are going to add to the Task Order for the new Transit Building Project.

Also enclosed is a signed, original set of documents to finalize our consultant agreement in the form of a Master Services Agreement.

Thank you and I look forward to working with you real soon

Regards,

A handwritten signature in cursive script that reads "Myra H. Wittenberg".

Myra Hernandez-Wittenberg, CCTM / Manager
Key West Department of Transportation

/mhw

Enclosures

File C&A Letter w_Surveys_MSA 6_29_06