

**AGREEMENT**

**between**

**CITY OF KEY WEST**

**And**

**STANTEC CONSULTING SERVICES, INC.**

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**for**

**PROFESSIONAL SERVICES FOR DUVAL STREET  
ECONOMIC CORRIDOR RESILIENCY AND  
REVITALIZATION PLAN**

**KEY WEST, FLORIDA**

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

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

## ARTICLE 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# 22-004, CONSULTANT's Response to RFQ dated June 8, 2022, exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. CITY:** City of Key West.
- 1.7. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

## **ARTICLE 2**

### **PREAMBLE**

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

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications #22-004 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated June 8, 2022, 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 comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofits, and any other lawful professional Engineering services that the CONSULTANT is qualified to provide, and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3.** CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at CONSULTANT's sole risk.
- 3.4.** The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.

  - 3.4.1.** Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
  - 3.4.2.** Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
  - 3.4.3.** The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order

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

## ARTICLE 4

### TERM OF AGREEMENT: TIME FOR PERFORMANCE: CONTRACTOR DAMAGES:

The term of this Agreement shall be for a period not to exceed two (2) years from the effective date of the Agreement. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for CONSULTANT to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5. In the event Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 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 a n y b u d g e t h a s 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**

- 5.4.3. CITY shall pay CONSULTANT within forty-five (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.

- 5.4.3. 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: 13980 Collections Center Drive  
Chicago, IL 60693-0139

## **ARTICLE 6**

### **CITY'S RESPONSIBILITIES**

- 6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order.
- 6.2. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 6.3. CITY shall review the CONSULTANT's itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contract.

## ARTICLE 7

### MISCELLANEOUS

#### **7.1. OWNERSHIP OF DOCUMENTS**

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

#### **7.2. TERMINATION**

7.2.1. This Agreement may be terminated with or without cause by CITY at any time.

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.

7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

#### **7.3. AUDIT RIGHT AND RETENTION OF RECORDS**

7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to any Task Order. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.

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

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

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

7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot 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 apprenticeships), 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 currently approved is as follows:

- a. PlusUrbia Design
- b. Shulman & Associates

- c. Adept Public Relations
- d. RMPK Funding next here

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 bid documents, if any.
- 7.8.2. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any

third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

#### **7.9 GENERAL INSURANCE REQUIREMENTS:**

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontractor or under such contractor's or sub-contractor's insurance coverages.



2.0 SPECIFIC INSURANCE REQUIREMENTS

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

**Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 Limit Disease Each
Employee	

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

**Commercial General Liability Insurance** shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & each Property Damage Liability	\$1,000,000.00 Combined Single Limit Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

**Business Automobile Liability Insurance** shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$500,000.00 Limit Each Accident
Property Damage Liability	\$500,000.00 Limit Each Accident

or

Bodily Injury &  
Property Damage Liability \$500,000.00 Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

**Professional Liability Insurance** shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

## **7.10. REPRESENTATIVE OF CITY AND CONSULTANT**

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

## **7.11. ALL PRIOR AGREEMENTS SUPERSEDED**

- 7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## **7.12. NOTICES**

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

### FOR CITY OF KEY WEST:

City of Key West  
1300 White Street  
Key West, FL 33040

### FOR CONSULTANT:

Contact Name: Ramon Castella, P.E. - Vice President  
Address: Stantec Consulting Services, Inc.  
901 Ponce De Leon, Ste. 900  
Coral Gables, FL 33134

### **7.13. TRUTH-IN-NEGOTIATION CERTIFICATE**

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

### **7.14. INTERPRETATION**

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

### **7.15. CONSULTANT'S STAFF**

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

Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.

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

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

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

#### **7.16. INDEPENDENT CONTRACTOR**

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

#### **7.17. THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or 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 Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

#### **7.22. SEVERABILITY**

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

**7.23. JOINT PREPARATION**

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

**7.24. PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 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. Venue for any dispute arising under this Agreement 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 – 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Exhibit C – Section 3 Clause (24 CFR 135.38) Housing and Urban Development Act of 1968

Exhibit D – Consultant's RFQ #22-004 Response

Exhibit E – Scope of Services Document

**7.27. COUNTERPARTS**

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

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

By: CITY OF KEY WEST

  
Albert P. Childress, City Manager

7 day of July, 2023

By: CONSULTANT

  
(Signature)

Ramon Castella, P.E. - Vice President  
(Print Name and Title)

29th day of June, 2023



Attest:



(Signature)  
Jeffrey P. Stone, VP & Ass't. Sec'y.

(Print Name and Title)

29th day of June, 2023



Attest:

  
Cheryl Smith, City Clerk  
KERI O'BRIEN

7th day of July, 2023





**Exhibit A  
Hourly Fee Schedule**

**Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Position Title</b>	<b>Hourly Rate</b>
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**See Exhibit E - Scope of Services Document**

## **Exhibit B**

### **2 CFR Appendix II to Part 200**

#### **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) –** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) See § 200.323.**

**(K) See § 200.216.**

**(L) See § 200.322.**

**Exhibit C**  
24 CFR 135.38

**§ 135.38 Section 3 clause.**

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



# DUVAL STREET ECONOMIC CORRIDOR RESILIENCY AND REVITALIZATION PLAN

City of Key West  
RFQ #22-004  
June 8, 2022



EXHIBIT D

Cover Letter



**COVER LETTER**



EXHIBIT D  
Cover Letter



**Stantec Consulting Services Inc.**  
901 Ponce de Leon Boulevard, Suite 900  
Coral Gables, Florida 33134  
P- (305) 445.2900

June 7, 2022

**City Clerk, City of Key West**  
1300 White Street, Key West, Florida 33040

**Reference:** Qualifications for Duval Street Economic Corridor Resiliency and Revitalization Plan (RFQ # 22-04)

**Attention:** Cheri Smith MMC, CPM

Ms. Smith,

We are excited to introduce our team's experience and expertise, our understanding and approach to this project, and we want to be your **long-term partner for the Duval Street Economic Corridor Resiliency & Revitalization Plan**. This is an outstanding project for a community that enjoys distinction few others will ever experience. The successful revitalization of the street, as outlined in the RFQ, will require a broad range of **highly skilled, engaged, and committed professionals who understand and respect the unique authenticity of the street and will develop a community supported, and implementable plan**.

The Stantec team brings a deep history in related projects and communities. We are urban planners and designers, landscape architects, preservationists, engineers, community engagement, marketing and public relations specialists, grant seekers and funding specialists, among others to serve this project. We've brought the right people together to achieve a great project. With more than 65 years of experience working with local communities in Florida, we have a successful track record in all service areas described in the RFQ. Additionally, our team includes key, long-time partners. PlusUrbia Design, Shulman + Associates, ADEPT Strategy, RMPK Funding, Florida Keys Land Surveyor, and X-Radar bring additional expertise, working history, and personal connections to Key West.

We understand that to be successful, this effort needs to go far beyond simply reconstructing a roadway. It's a project that must capture the excitement and energy of the community, formulate a vision, and balance many interests and needs; local business, residents, preservation, resilience, special events, tourism, mobility, funding mechanisms, maintenance, and many more. It's a project that must be implementable with the least amount of disruption to life in Key West, is fundable, and meets the overall objectives of the City. **It is a project that the community must be proud of, that retains the essence and authenticity of Duval Street, while also preparing for the decades to come.**

Our team has worked with dozens of local communities and downtown commercial districts, and we are keenly aware of the unique opportunities they bring. We have completed multiple projects and are actively working on others for the City of Key West, and are familiar with the City and its processes. In addition to those professionals specifically identified within this proposal, we bring a larger network of colleagues that are among the leading national subject matter experts in areas ranging from smart cities and mobility to sustainability and resiliency that can be brought into this project where needed.

The Stantec team will be led by Ramon Castella, PE, Jared Beck, AICP, and Sean Compel, PE. Together they bring over 70 years of experience managing and executing multi-disciplinary community projects throughout Florida. Ramon Castella, ENV SP, PE, LEED AP, will be the Principal-in-Charge for this contract. Ramon is legally authorized to negotiate and execute the contract on behalf of our firm, as well as make representations for our firm during the evaluation phase. Ramon is very familiar with Duval Street and the breadth of scope required to achieve success, and has personally worked on City of Key West projects for many years.

**You will see familiar faces you know and trust on our team. Our in-depth knowledge of the City's people, processes, and objectives – combined with our history of successful community engagement, visioning, planning, funding, and implementation of project delivery – will enable us to collectively achieve an outcome that aligns with your goals, your expectations, and that City leaders, the businesses, and the residents of Key West will be proud of!**

Sincerely,

**Ramon Castella**, PE, ENV SP, LEED AP  
Principal-in-Charge

**Jared Beck**, AICP  
Planning Project Manager

**Sean Compel**, PE, ENV SP, LEED AP  
Design Project Manager

EXHIBIT D



# 2 INFORMATION PAGE



**EXHIBIT D**  
**Information Page**

**Project Name:**

City of Key West RFQ #22-004  
Duval Street Economic Corridor Resiliency and Revitalization Plan

**Name of Vendor:**

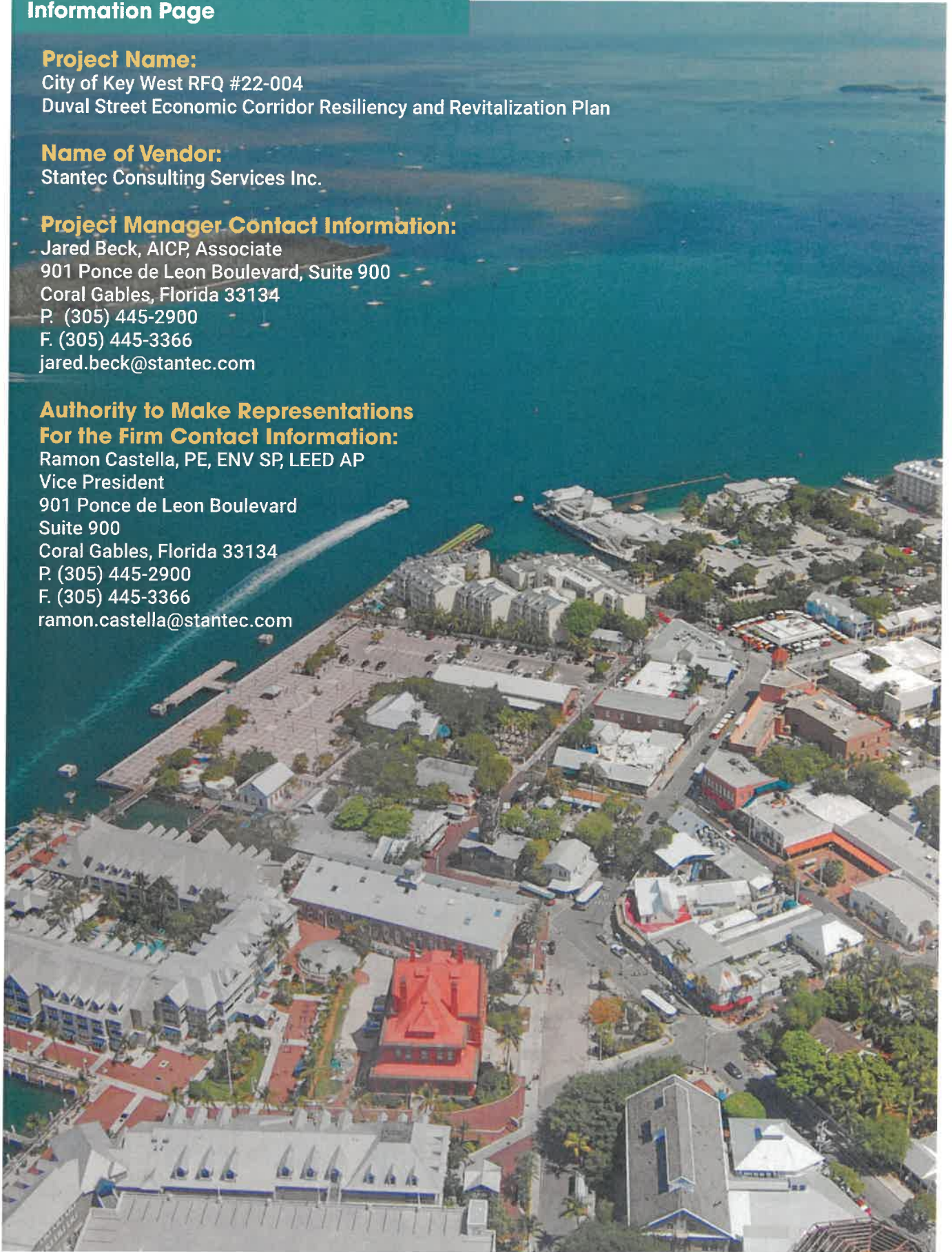
Stantec Consulting Services Inc.

**Project Manager Contact Information:**

Jared Beck, AICP, Associate  
901 Ponce de Leon Boulevard, Suite 900  
Coral Gables, Florida 33134  
P. (305) 445-2900  
F. (305) 445-3366  
jared.beck@stantec.com

**Authority to Make Representations  
For the Firm Contact Information:**

Ramon Castella, PE, ENV SP, LEED AP  
Vice President  
901 Ponce de Leon Boulevard  
Suite 900  
Coral Gables, Florida 33134  
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ramon.castella@stantec.com



OFFICER'S CERTIFICATE  
of  
STANTEC CONSULTING SERVICES INC.  
A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am a duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
2. On **April 1, 2022**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

**Ramon Castella** is a **Vice President** of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Signing Authority Policy in connection with the following project:

**Key West Duval Street Economic Corridor Resiliency & Revitalization Plan (RFQ # 22-004)**  
**City of Key West**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 16<sup>th</sup> day of May, 2022

  
Matthew Storey,  
Corporate Counsel



EXHIBIT D



# 3 ORGANIZATION CHART



# EXHIBIT D Organization Chart



### Key

- Stantec Consulting Services Inc. (Coral Gables, FL)
- Cardno, Inc. - now Stantec (Key West, FL)
- Adept Public Relations, LLC (Ft. Lauderdale, FL)
- PlusUrbia Design (Miami, FL)
- RMPK Funding (Jupiter, FL)
- Shulman + Associates (Miami, FL)

**PRINCIPAL IN CHARGE / PROGRAM MANAGER**  
 ■ Ramon Castella, PE, ENV SP, LEED AP

**PLANNING / PROJECT MANAGER - PHASE I**  
 ■ Jared Beck, AICP

**DESIGN / PROJECT MANAGER - PHASE II**  
 ■ Sean Compel, PE, ENV SP, LEED AP

**OUTREACH, ECONOMIC DEVELOPMENT, & CONSENSUS BUILDING**

- Dana Pollitt - **LEAD**
- Paul Vrooman
- Stephanie Rosendorf-Diaz, Esq.

**PLANNING, DESIGN & LANDSCAPE ARCHITECTURE**

- Juan Mullerat, Assoc. AIA, APA, NCI - **LEAD**
- B. Carvalho, ASLA, AICP - **LEAD (Landscape)**
- Kevin Mangan, PLA, ASLA

**RESILIENCE & SUSTAINABILITY**

- John Malueg, PE - **LEAD**
- Juan Mullerat, Assoc. AIA, APA, NCI
- Allan Shulman, FAIA, LEED AP

**HISTORIC PRESERVATION**

- Allan Shulman, FAIA, LEED AP - **LEAD**
- Rebecca Stanier-Shulman
- Megan McLaughlin, AICP

**MOBILITY & TRANSIT**

- Chris Benitez, PE, PTOE, RSP - **LEAD**
- Joel Mann, AICP
- David Soto

**CIVIL DESIGN**

- Carlos Herdocia, PE, LEED AP - **LEAD**
- Jeffrey Crews, PE, LEED AP
- Larissa Faria, PE, ENV SP

**FINANCIAL OPPORTUNITIES**

- Lara Freeman - **LEAD**
- Ryan Ruskay
- John Malueg, PE

**STORMWATER MANAGEMENT**

- Marlon Medina, PE, CFM - **LEAD**
- Andrea Crumpacker
- Eduardo Lopez

**CONSTRUCTION MANAGEMENT**

- Bill Stuckey, PE, PMP - **LEAD**
- Frankie Padro
- Toby Starling, Jr.

**SUPPORT SERVICES**

- Surveying**  
Florida Keys Land Surveyor
- Subsurface Utility Locates**  
X-Radar, Inc.



EXHIBIT D



**4 COMPANY INFORMATION**

## EXHIBIT D Company Information

### Who are we?

**We're active members of the communities we serve. That's why at Stantec, we always design with community in mind.**

Stantec has been providing responsive, quality community development and redevelopment services in Florida for over 65 years. We are committed to making Florida a better place to live, recreate, work and invest. With that goal in mind, we work on projects that help improve our communities, our quality of life, and the everything that supports them. We're planners, designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Continually striving to balance economic, environmental, and social responsibilities, we are recognized as a world-class leader and innovator in the delivery of sustainable solutions. **We support our public clients in a diverse range of markets at every stage, from the initial conceptualization and financial feasibility study to project completion and beyond.**

Located throughout the State of Florida, and beyond, **our Coral Gables office will lead this contract.** Stantec's strong commitment to client satisfaction is the foundation of our service to you and has built the success we have had. Our multidisciplinary team has the qualifications to deliver an outstanding revitalization of Duval Street, with expertise in all disciplines required for this RFQ. We have a deep bench of team members who have worked with the City of Key West throughout their careers, have had direct hands-on experience in projects similar to Duval Street and the opportunities and challenges it presents, have a proven track record in projects of this size, and is configured to be flexible and adaptable to nuances that will arise from a project of this nature.

We believe Stantec presents a team second to none in terms of the depth of local (and global) resources available, understanding of the requirements of this exciting contract, providing the technical expertise and management team to deliver a successful project on time and within budget, but also understanding and working with the City of Key West including residents and stakeholders. This is our home and we are proud of our track record in working closely with local municipalities for the upgrade, expansion, and preservation of our community's infrastructure.

**Our Rankings:** We measure success by the positive impact to community. We're driven to seek what is next. To challenge ourselves and our clients to create solutions that solve challenges today—and give them a competitive edge in the future. Nothing great ever happens by accident or in isolation. Great things happen when smart people get together—and are guided by their imagination and ambition to achieve real-world goals.

<b>#6</b> Top 100 Green Design Firms (Sep. 2021)	<b>#9</b> Top 200 Environmental Firms (Jul. 2021)	<b>#6</b> Top 10 Environmental Firms (Consulting/Studies) (Jul. 2021)
<b>#12</b> Top 150 Global Design Firms (Aug. 2021)	<b>#10</b> Top 500 Design Firms (Apr. 2021)	<b>#4</b> Top 100 Pure Designers (Apr. 2021)
<i>Engineering News Record (ENR)</i>		
<b>#5</b> Top 100 Sustainable Corporations in the World (2021 Corporate Knights)		

### Our Partners

The in-house Stantec team has grown recently to include **Cardno Inc.** via an acquisition that closed in December, 2021, and with this addition comes an expansion of our already robust local expertise and experience on City of Key West projects.



**Cardno, now Stantec**, was founded in 1945. Cardno's depth of services spans all aspects of engineering and environmental consulting. They understand client needs, prioritizing and addressing them with a data-driven approach. Their professionals plan and design each project from a unique client perspective while adding up-to-date knowledge of trends, available technology, key environmental issues and government legislation. This way, clients receive the most customized and current services available. They have provided the City and the Monroe County area a wide range of civil engineering services over the years.

### plusurbia.

**PlusUrbia Design** is a finely-tuned ensemble launched on the shared strength of more than 15 years of professional success in architectural design, planning, urban design, zoning, code creation, development and project management. The practice is rooted in collaboration that designs contextual cities, towns, and neighborhoods creating lasting value. Their experienced team uses a workshop format to collaborate one-on-one with the client and all stakeholders. They balance the complexities of a site and develop a sound strategy to optimize the site with a project that is valuable, adaptable and timeless. PlusUrbia's design method focuses on immersing their team into a place's DNA to create a living plan rooted in location, context and vision. PlusUrbia understands that thriving cities are continuously re-inventing themselves and constantly evolving to meet rapidly-changing needs. Their experience empowers them to create plans for healthy dwellings, schools, transit corridors, open spaces, civic institutions and job-sustaining commerce.

Their design method preserves the best of the past, addresses the needs of the present and creates a durable plan for the future.



## EXHIBIT D

# Shulman + Associates

**Shulman + Associates (S+A)** is an award-winning design, planning and preservation firm based in Miami. Over the past 25 years, the firm has designed some of South Florida's most recognizable buildings, often working within historic fabric. Most recently S+A has been on the forefront of resiliency planning and design in historic districts, working for municipalities as well as private clients to reconcile competing priorities. S+A has served as principal investigator for multiple national register districts and has written many historic resources reports. The firm's work is widely published and has been honored with 95 design and preservation awards.



**ADEPT Strategy (ADEPT)** is a strategy and public relations firm offering expertise in business development, public and private procurement, direct advocacy, sales strategy, government relations, publicity, human interest pitches, social media, events and institutional marketing. Their broad range of experience allows them to provide a better outlook on economic, political, and social dynamics that influence important constituencies. ADEPT represents various industry sectors, ranging from education to infrastructure providers, public-private partnerships to non profits, government and concessionaire groups. Their team aligns with, advocates for and advances your goals. ADEPT develops solutions and achieves results through its comprehensive network of relationships at the local, state and federal levels of government as well as with corporations, foundations and nonprofits. ADEPT focuses on providing public and private clients with experts in advertising, marketing and communications.

The ADEPT team has a long history with Key West, including management of brand development, advertising, marketing, media buying and planning, digital and print media, web and social media, market research and implementation of marketing services for the Key West Historic Seaport. ADEPT has strong and unparalleled local relationships to achieve successful public relations and marketing efforts.



**RMPK Funding** is professional service firm located in Jupiter, Florida, incorporated in the State of Florida June 5, 2002, and specializing in obtaining and leveraging alternative funding for municipalities across Florida. They currently represent 24 municipalities throughout the State of Florida. Over the last 16 years, the RMPK Funding staff of grant professionals has worked with local communities to obtain \$185 million in funding.

These funding programs have helped their clients complete road and infrastructure projects, trails, cultural facilities, and all types of recreational facilities. In addition, they have been successful in working with FEMA and other State and Federal Agencies in securing hurricane and disaster related funding. Their staff specializes in funding opportunities and has a wide range of experience in local, state, non-governmental organizations, and federal programs.

### Support Services:



**Florida Keys Land Surveyor**, trusted experts, providing residential and commercial land surveying services throughout the Florida Keys. They have the skills and the expertise to work with a diverse client base including engineers, architects, contractors, realtors, attorneys, closing agents, and homeowners. Florida Keys Land Surveying staff is made up of the top land surveying professionals in Florida Keys.



**X-Radar** is dedicated to providing safe and cost effective solutions for their customers with experience and expertise using advanced and reliable equipment to locate post tension cables, electrical conduits, and rebar in the concrete. X-Radar specializes in detecting underground utilities, underground storage tanks, and voids below the surface.



EXHIBIT D



# 5 METHODOLOGY & APPROACH



## EXHIBIT D Methodology & Approach

**Duval Street means many things to many people. For some it's their "Main Street", to others it's where they go to get away, and to the City of Key West and all who call it home, it is a lifeline to more than \$1 Billion in annual visitor spending. The many roles this street plays, let alone it's authentic historic character and iconic recognition, only underscores the importance that this project be done with a methodical, community supported, forward-looking approach. When the designs are completed, the project must be buildable, resilient, fundable, able to minimize impacts to Key West residents, businesses and visitors, and be as long-lasting as the last reconstruction.**

Spanning 1.25 miles and serving as the core of the central business district, Duval Street is a diverse corridor of restaurants, bars, retail shops & boutiques, art galleries, inns, attractions, and also Victorian mansions. Preservation efforts beginning in the 1960's have done well for Duval Street, designated in 2012 as a "Great Street" by the American Planning Association. Historic Preservation Guidelines have been central to this protection, and to the allure that the iconic street retains today.

The last time Duval Street went through a major revitalization was 1976. Charles "Sonny" McCoy was mayor of Key West and two young businessmen named Ed Swift and Chris Belland had just started buying and renovating dilapidated buildings along Duval Street. The City's "Downtown '76" project, according to the federal directory of cities' bicentennial programs, included "the facelifting of old buildings, the widening of sidewalks and extensive planting and beautification of Duval Street.



Future revitalization must strike the balance of maintaining its authenticity and the historic spirit of the street, while also looking ahead; inclusion of Complete Streets, resiliency adaptation, green infrastructure, and low impact development. It should help protect the buildings that line it; planning for sea level rise and stormwater management, hazard mitigation and recovery. It needs to be capable of handling many forms of mobility, intense wear and tear, and function for the businesses that depend on it. More importantly, it needs to accomplish all of this while enhancing the charm that exists today.

What then, does the name "Duval" really invoke? For some, it is their local street – where they can go for a night out, or good food, or where they can go for a sense of history. For others, it's a new place to behold as they step off a ship. Duval Street is also a destination with attractive public events, such as Fantasy Fest, and it is an iconic place where memories are made. The different aspects of Duval create a wide range of appeal, which must be accounted for in the future design of the streetscape.

All this translates to an area which requires areas of comfort and respite, such as seating and shade. Identity and placemaking, found through unity of design, will create opportunity as well for future economic development of the corridor. As the City faces the challenges of the sea level rise, here too, is an opportunity to address issues that will allow for Duval Street to continue to be the vibrant Main Street of Key West.

To take advantage of these opportunities in a community with diverse, deeply held opinions, the building of consensus and stakeholder ownership for the ideals and visions must be the core basis which design will use to guide future implementation.

A successful streetscape design as achieved through our scope of services will meet the following broad goals:

- Coordinate the design and **re-imagining of the streetscape** with other initiatives - climate change, environmental protection, historic preservation, green infrastructure and low-impact design, resiliency, and hazard mitigation and recovery.



## EXHIBIT D

- Create resilient, sustainable, durable, and maintainable infrastructure along Duval Street which will **serve the City's needs for the next 50 years**.
- Create a coordinated and context-sensitive design that **respects, protects, and enhances Duval's historic nature and structures**, through adaptive preservation strategies integrated within the street's resiliency planning.
- Ensure a **consensus driven vision** that enhances the branding for the Duval Street corridor and the City's branding as both a national and international destination and a quality hometown place to live, work, and play.
- **Strike a balance** between the needs of drivers, trolleys, pedestrians, bicyclists and the needs of retail, office, and public-space and event uses along Duval Street within a Complete Street.
- Implement design and construction phases, including the pilot segment, in a coordinated manner that **minimizes disruption to businesses, residents, and visitors alike**.

### DUVAL STREET CORRIDOR

The Duval Street corridor generally has four (4) distinct character types, Gateway, Central, South, and Transitional areas (see Figure 1 on following page).

The north area serves as the primary gateway for visitors to Key West by sea. Adjacent to Mallory Square and the Historic Seaport District, the area contains some of the corridor's historic venues, such as Sloppy Joes. As the gateway, it serves as the key nexus by which visitors turn south to enter Duval Street, or east to the heart of the Seaport District. To its north, there is opportunity for development of a vista point and welcoming travelers. Any improvements in this northern zone need to be carefully coordinated with the City's Mallory Square Plan - avoiding

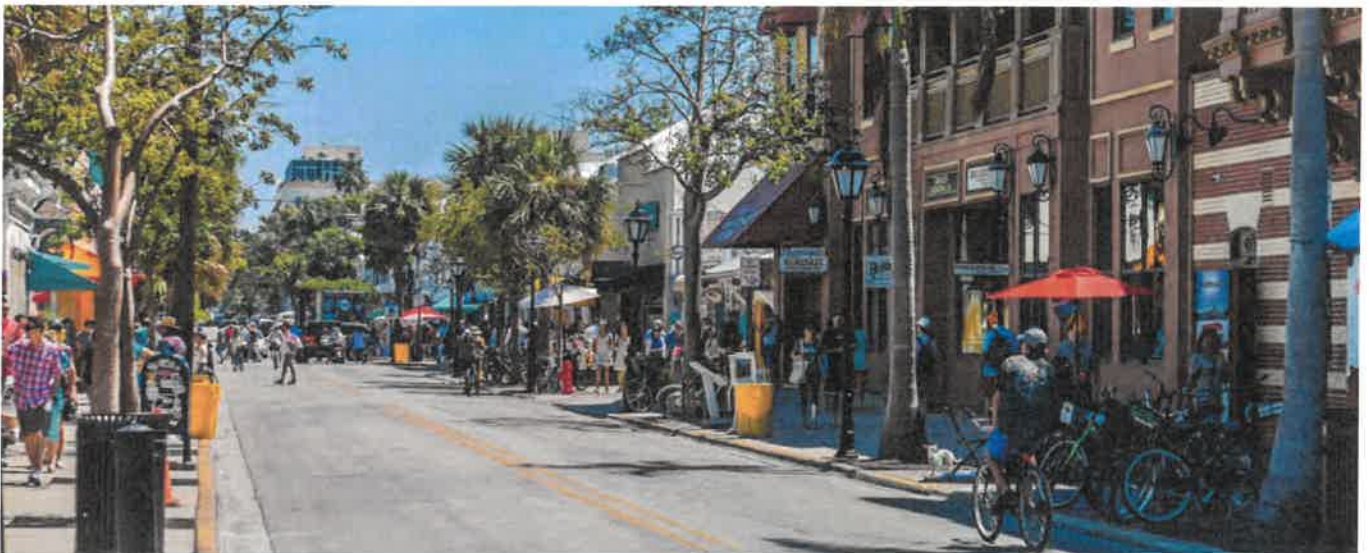
confusing or contradictory messaging to the public, and providing an integrated design.

As people travel south past Caroline Street, passing local retail, the area begins to transition from to the core of the central business district. With large shade trees, this area provides respite not currently offered by the gateway area. Central Duval Street, characterized by retail, restaurants, and art galleries in two story buildings, is the center of activity and where events converge. As currently developed, it evokes the image of a traditional main street - with one to two story buildings, lined by walkable, small rights-of-way frequently closed for street festivities throughout the year.

Heading south, travelers leaving Central area reach another transition. This area, as one approaches the Atlantic Ocean, is characterized by low density, detached structures reminiscent of beachfront and beach adjacent communities in the US. Here, local offices, and retail occupy houses as well as traditional single story main street buildings, lined by on-street parking. Like with the northern end of Duval, the creation of an enhanced vista point next to the Southernmost House and the existing pier will enhance the character of the area and provide vital public space for the Corridor.

### CIVIL ENGINEERING FOR RESILIENCY & DRAINAGE

The hidden backbone of Duval Street is its infrastructure. Most of this is buried beneath the roadway and sidewalks and serves the multiple needs of the City, the properties, and businesses along Duval, as well as the residents and visitors that enjoy its charms. These systems keep the streets dry and passable, the water flowing in the taps, carries away wastewater to be safely treated, and brings electrical and telephone service to homes and businesses. Any designs for Duval Street must be built upon a sound foundation with respect to these critical systems.





**EXHIBIT D**  
**Figure 1 Potential Considerations**



**1 Gateway Area Potential Considerations**

- Presents a “first impression” for many and may include branded furnishings and increased shade
- Potential shift in travel lanes to balance and increase pedestrian opportunity
- Spatial ability to include dedicated bike lanes in both directions
- Retains compact landscape, lighting & furnishings zone



**2 Transitional Areas Potential Considerations**

- Enables a gracious pedestrian route and interface with adjacent open spaces and uses
- Spatial ability to include on-street parking on one side, and allows for introduction of pervious pavers or other stormwater BMP’s
- Introduce car/bike share lanes
- Retains compact landscape, lighting & furnishings zone
- Underground utilities where present

**3 Central Area Potential Considerations**

- Area activity and current uses allows for differentiation of space
- Potential for intermittent medians with iconic features (public art or signature landscape)
- Consider alternative paving/curbing for selective closure as a pedestrian mall/event space
- Incorporation of decorative elements
- Introduce car/bike share lanes
- Retains compact landscape, lighting & furnishings zone
- Underground utilities where present



**4 South Area Potential Considerations**

- Spatial ability to include on-street parking on both sides, and allows for introduction of pervious pavers or other stormwater BMP’s
- Introduce car/bike share lanes
- Change in building frontage allows for increased canopy coverage
- Retains compact landscape, lighting & furnishings zone
- Underground utilities where present

*While preliminary in nature, the conceptual sections illustrated above represent a few of the ideas we believe merit greater consideration during the revitalization process. These have been developed from our time spent on Duval Street and analysis of existing conditions and data available.*

## EXHIBIT D



**Stormwater**, one of the most challenging and critical engineering portions of this project is the stormwater drainage system. The City is in the midst of updating its 2012 Stormwater Master Plan which has been modified to account for resiliency to our changing climate. Measures to combat sea level rise may include designing detailed roadway profiles to avoid migration of fine soil particles with tidal fluctuations, raising roads to a necessary level, and preventing backflow of water through existing outfalls and up through storm drains.

Our team has extensive experience in drainage, roadway, and resiliency adaptation projects in the South Florida area including Key West. We are the local experts for drainage facilities of all types including their benefits and cost. We have the experience with exfiltration trench systems, dry & wet detention, pump stations, gravity wells, pumped wells, and direct outfall to water bodies and drainage canals to deliver a project that will last, and is developed from evaluating all possible solutions for effectiveness, cost, and ability to be permitted.

The stormwater system of manholes, pipes, and connections to existing systems will be designed in accordance with City standards and agency requirements. Every effort will be made to achieve conformance with the 25-year, 24-hour storm event. Furthermore, our pre-versus post-analysis will demonstrate the proposed condition will capture no less rainfall than the current condition. Utilization of green infrastructure and low impact development strategies will be important tools for effective stormwater management and water quality improvements. Shade trees, rain gardens, bioswales, and porous pavements are a few of the ways these tools can be implemented.

**Civil:** Several additional critical areas of civil engineering design and coordination will be required including roadway, hardscape, grading, signage and pavement markings, signalization, and demonstration of compliance with Americans with Disabilities Act (ADA). Our teams' combination of local experience and our ability to complete projects of similar scope and size will allow us to arrive at appropriate solutions to the many challenges that will be faced on this project. A project-specific erosion control plan and Stormwater Pollution Prevention Plan (SWPPP) will be

prepared and we will ensure that no degradation of water quality, increase of turbidity, and/or discharge of foreign material into adjacent waters will occur throughout the construction period.

Best Management Practices will be used during all construction activities. Signage and pavement markings within the corridor will conform to MUTCD, FDOT Specifications, and FDOT Design standards. The impacted signalized intersections include Green Street, Caroline Street, Eaton Street, Fleming Street, Southard Street, Angela Street, and Truman Avenue.

**Overhead Utilities:** We keenly understand that relocations and disruptions of existing utility services on a project can quickly have a negative influence on the public and local leaders' perception and support of the needed improvements. These also present a safety issue for locals, businesses, workers and visitors alike. For this project, we have conducted site visits and table-top reviews of available information to determine the existing utilities present throughout the corridor.



Meaningful utility coordination can only be accomplished for "known" utilities, and it is most important during the design phase to fully assess, identify and characterize all utilities in order to ensure impacts are minimized. To demonstrate our proactive approach, we have already obtained design ticket #022003058 to begin coordinating



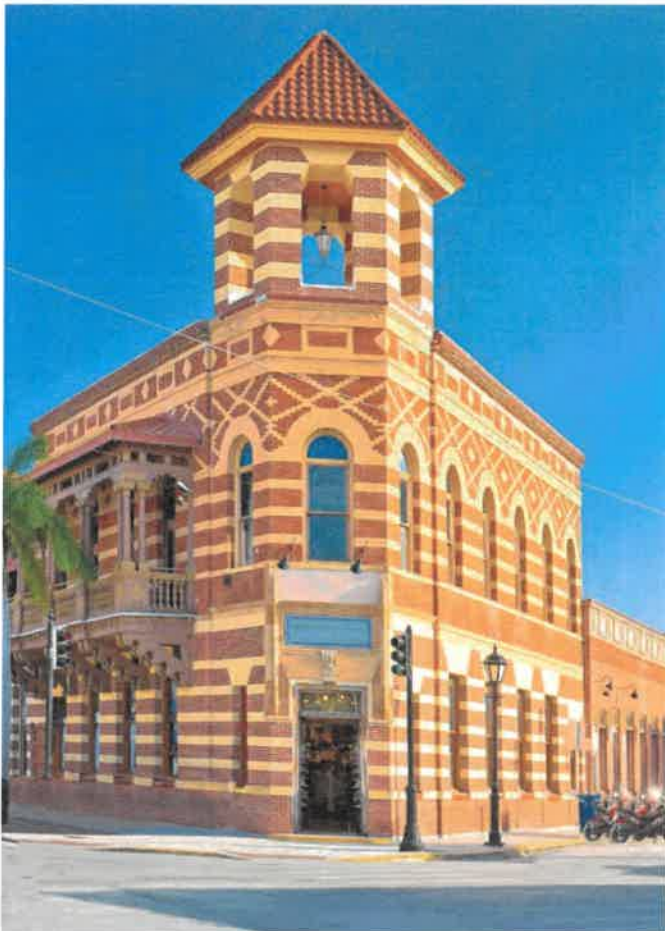
## EXHIBIT D

and documenting which companies have facilities within and adjacent to the Duval Street corridor.

Through our ongoing work and existing relationships with local utility companies, we have already discussed preliminary considerations with two key utilities, Florida Keys Aqueduct Authority (FKAA), which owns and operates the water facilities, and Florida Keys Electric Cooperative (FKEC), which owns and operates the electrical facilities. As existing power, telephone, and cable facilities are currently primarily overhead, we anticipate a likely recommendation would include burying these facilities.

While this can bring its own set of challenges, there are **clear benefits including sustainability, resiliency, aesthetics, and the creation of opportunities for increased tree canopy and shade coverage.**

Determining the precise vertical and horizontal location of underground utilities requires an in-depth investigation by Subsurface Utility Engineering (SUE), which will provide the precise plan and profile mapping of underground utilities. When complete, the final product provides the type, size, condition, and material of existing underground features in a GIS database, that we also provide to the City for future use. To accomplish this, we have included X-Radar Inc. on our team. Their deep familiarity with Key West utilities will allow us to expedite the timeframe on this critical step.



Stantec

## HISTORIC PRESERVATION

The process of re-imagining Duval Street begins with the recognition that Duval Street is rich in its history, as a corridor has Historic Preservation Guidelines, is designated within a National Register Historic District, and is tremendously eclectic making it the rare jewel that it is.

**Historic Resources, Identity, Placemaking, and Threats:** Great places and spaces are made by the experience they evoke; what people see and experience in the context of their activity. Duval Street is an outstanding asset, much of which is from its historic urban fabric. More than a historic district, these buildings and the public space they frame, the businesses within them, and the events that occur around them help create the identity and sense of place that Duval Street and Key West are so famous for.

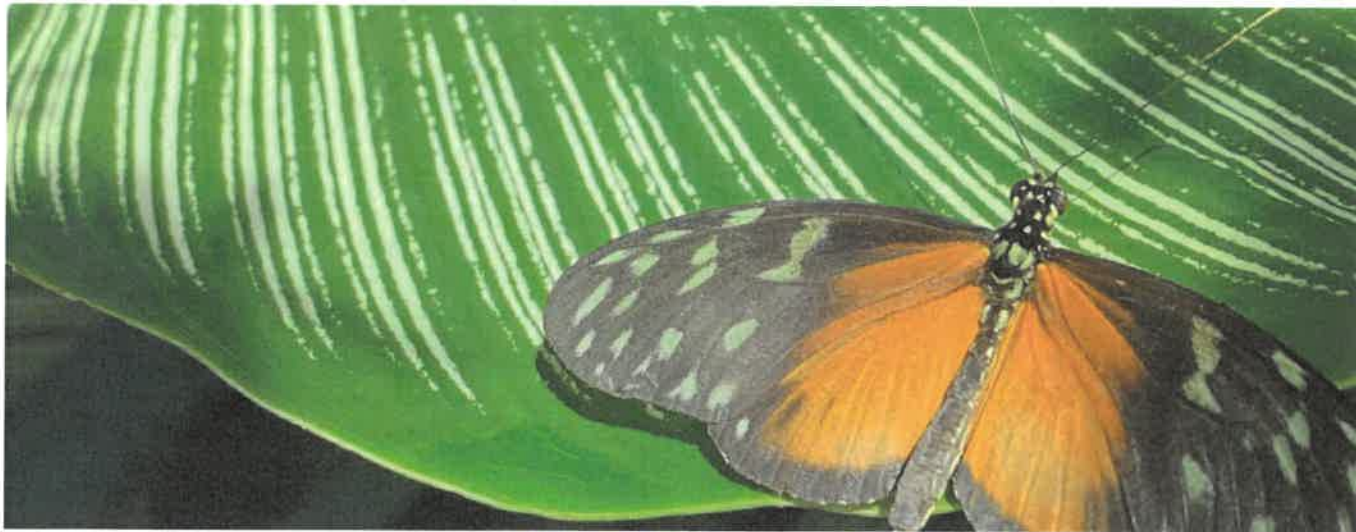
We understand it is this collective character that defines the identity and sense of place of the street, and for many, the City itself.

This level of recognition and longtime support is also beneficial in the documentation available for the historic structures, sites and uses. Working in concert with the Historic Preservation Planner and Historic Architectural Review Commission, all contributing features, buildings and sites, will require clear identification and understanding of significance. This also includes an assessment of the public realm, gathering spaces, and other elements in the public purview that contribute to the overall character of Duval Street.

As the project evolves, property and business owners and other stakeholders, such as the Old Island Restoration Foundation, will have key roles in further assessing these features for community value, and in developing the design and implementation program to eliminate or minimize any adverse impacts to the structures and public realm that will also enable a successful project completion. Several of our team members have extensive historic preservation and rehabilitation backgrounds in commercial districts, and we are well informed on the importance of this element.

A big part of protecting and preserving these precious, historic resources will lie in the **ability to implement adaptive preservation strategies** to allow the development of the street's resiliency and accommodate these structures within that plan. The Stantec Team has unparalleled experience in working at the intersection between resiliency and preservation. In 2021, Shulman + Associates developed Buoyant City for the City of Miami Beach, guidelines for resiliency planning and adaptation in the city's vulnerable historic districts. Completed the same year for Miami-Dade County, Resilient Rehab explored similar strategies for historic buildings across the county. S+A also has extensive experience designing for resiliency in projects throughout South Florida.

## EXHIBIT D



### LANDSCAPE / STREETScape

Conceptual design has two vital parts; **Imagine**, or how we want to utilize our space and how we want our space to feel and be recognized, simpler said, its identity, and **Placemaking**, which results from a melding of urban design, landscape architecture, and core urban planning with engineering principles.

In this phase of the project, we will prepare conceptual plans and ballpark costing based on the public input received and the data collected, broken out into each of the character areas identified via the background analysis and visioning process (rough area delineations provided in this proposal). These concepts will be used further in the City review and public engagement process to develop the preferred alternative. The overarching concepts will be formulated as **visions and unifying themes that will serve as the backbone for the design of each character area, which may differ based on locational constraints and local preferences.**

**Imagine:** During the first part of conceptual design, our team anticipates preparation of planning level conceptual alternative plans and cross-sections for each of the four (4) character areas defined through our assessment. To help better realize these, we anticipate creating architectural renderings depicting before and after of each of the character areas.

Each concept begins with the development of planning-level unifying themes. These themes focus on the vision and branding of the area and provide for the main “backbone” for the development of the character areas. Engineering needs, including safety and constraints, as well as stormwater and resiliency considerations, will be incorporated into the development of the street sections and plans. Ultimately, the **planning concept must bridge between the imagination and constraints in implementation to bring vision into reality.**

Constraints, however, provide for **opportunities to utilize innovative techniques** in the streetscape to address issues. Within the various areas, stormwater and considerations of sea level rise must be considered. Based on our current understanding of the area, we anticipate a need to explore stormwater management technology such as soil cells, among others, combining sustainable and aesthetically pleasing design with landscape functionality. Other opportunities include emerging technologies which may be incorporated into the concept plans.

Strategies will be developed to balance how the corridor is utilized by people driving cars scooters, motorcycles, and golf carts, people walking, and people biking, and for special events. General approaches include iconic hardscape and softscape elements, enhancement of the traveling experience for people driving and people biking, and the inclusion of safe, comfortable pedestrian infrastructure. Parking options currently exist on the street, and parking, including off-street facilities and loading zones vital for local businesses along the corridor, will need to be examined and incorporated into the design alternatives

**One of the great things about a “Main Street” is that a community, its residents and businesses feel ownership of it. We know well that for a significant revitalization project such as this to be successful, the community needs to be a part of the decision-making process and feel ownership of the vision.** Without that, even the best plans can fail to be realized if the community does not support them.

We feel it is critical that the community be involved throughout the project development, which is why we conduct **“community checks”** as the conceptual designs begin to take shape.

It’s an opportunity for us to pause and engage with community members in various formats, big or small, and gain direct feedback to see how we are doing at melding their ideas and thoughts into our concepts.



## EXHIBIT D

With dialogue and feedback from the elected officials, community, and city staff, we then go back to work at further refining these during the placemaking phase.

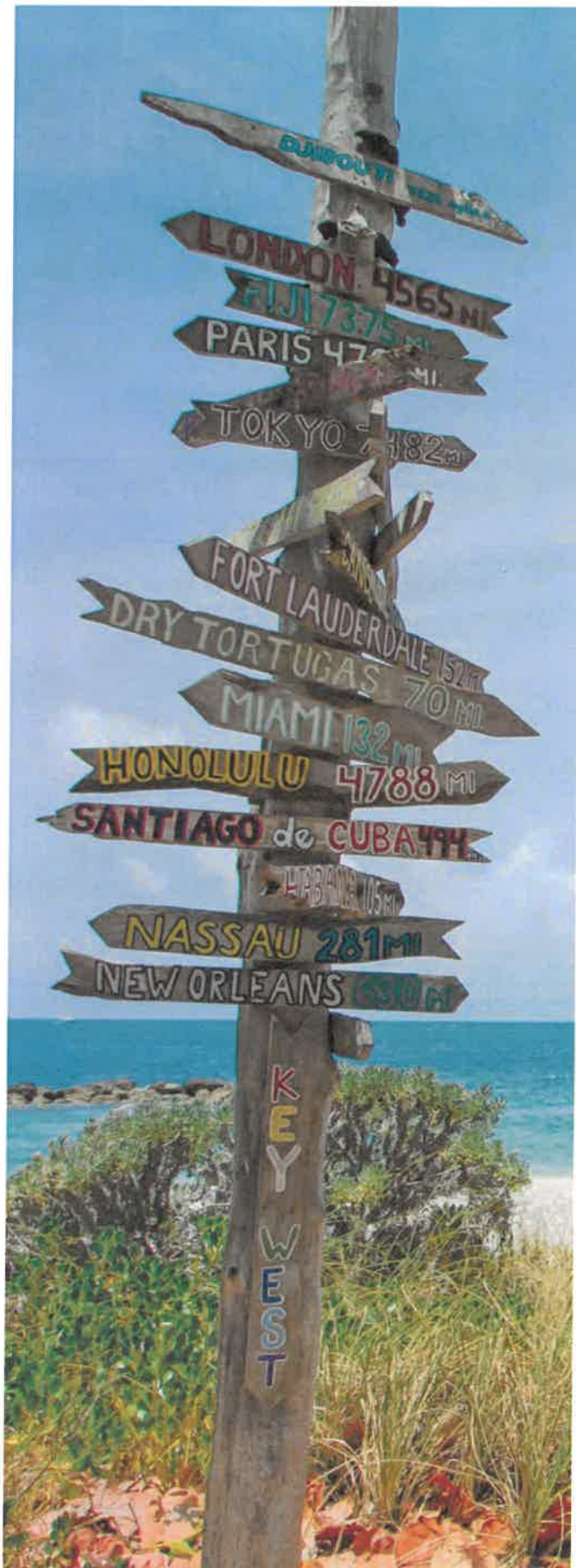
**Placemaking:** In this phase we prepare a conceptual preferred schematic design and detailed architectural renderings for a Complete Streets corridor. The preferred design will likely be different within each of the character areas, but will follow the overarching themes of the greater design concept. Placemaking will refine locations of design elements such as street furniture, wayfinding, crosswalk locations and treatments, iconic/placemaking elements, art in public places, and hardscape and softscape elements. General conceptual looks of elements used to create "identity," such as lighting, seating, options for plantings, and patterns will be included in the visual representation of the future boulevard. This too will consist of a thematic core vision as imagined that will ensure unity in urban design, allows for variations in programmatic space, and provides for cohesive branding in an iconic, easily identifiable streetscape.

Functionality of place is key, and the **conceptual design will need to account for the programmatic space that allows for a wide range of activities, including local events and festivals, such as Fantasy Fest to flourish and connect people and local businesses.** Realizing the tremendous economic impact events like these have, and the work that goes into them, there are many considerations beyond allocating spaces included in this; specific area amenities, shade, ease of load-in and out, dimensions to easily accommodate tents, stages, lighting, and related equipment, portable or built restrooms, maintaining fire and police access, providing sufficient power, and a functional emergency response plan, as just a few.

Conceptual alternatives will be reviewed against engineering standards and consider resiliency/climate change adaptation needs, and potential technology options. Ultimately, the plan must be implementable. This is achieved by realistically applying the physical constraints to the vision and incorporating the cost differences between engineering and landscape design options into the schematic design.

**Landscaping:** Duval Street is much more than a street. It is a place for business to thrive, for festivals, for living and recreation. A successful landscape design will ensure that all these activities are accommodated for while also considering:

- Resiliency goals
- Environmental aspects such as climate change, and sea level rise and treatment of run off
- Historic preservation and context-sensitive design
- Identity enhancement and branding
- Multi-modal goals coupled with safety
- Maintenance goals



## EXHIBIT D

The landscape architecture design approach for the Duval Streetscape will focus on achieving a balance between the elements above to further enhance this world-class streetscape. Striking this equilibrium in the design of the streetscape will be a collaborative effort between the design team and the stakeholders. We will take a comprehensive in-depth look at the corridor to implement a design to maximize the full potential of Duval Street as a vibrant and resilient main street.

The landscape design includes a variety of elements that together create a successful streetscape. These include:

- Ample sidewalk space including outdoor dining and gathering areas
- A comprehensive site furniture, lighting, and site amenity package that further the branding and identity of the corridor
- Native planting areas that serve to not only beautify the streetscape, but also capture and treat stormwater run-off
- Shade trees that provide critical reprieve from the sun while further defining the unique character of the corridor
- Paving materials that are resilient to the elements as they are important to the overall aesthetic of Duval Street.

**Rounding out the landscape approach will be a careful consideration of maintenance as this design is based on the concept of resiliency.** Both short-term maintenance such as re-mulching, trimming fronds, weeding, as well as long-term maintenance related to plant and material selection will be incorporated into the development of the design so that Duval Street remains at its best for years to come.

### MANAGING PUBLIC PARTICIPATION

A successful project, particularly one as impactful to the community as Duval Street, must have a robust, consistent, and ongoing public engagement program from early concept development through construction close-out. Residents and businesses take a sense of ownership of their "Main Street" and these serve much like living rooms to a community; a place to gather, relax, and enjoy. The greater the community is engaged in the early process and feels ownership of it, the easier it will be during the challenges of the construction process, and the more enthusiastically the project will be supported when done.

We have brought the best resources to help support an exciting, informative, and engaging program to the Duval Street revitalization. Our team includes ADEPT Strategy & Public Relations who will lead our public engagement activities. They bring a strong and unparalleled connection to Key West and the ability to ensure deep involvement and consensus building in the community.



Based on our team's ongoing familiarity with the island and our active projects, including public relations, we have already brainstormed a conceptual engagement program. At the onset the project we will work with the City and key stakeholders to refine as needed and create the formal plan that will be used, which will remain flexible enough to shift as needed to ensure we are meeting the needs and expectations of the community during the project.

**A successful engagement program includes key elements: involvement, branding, and information.**

Public involvement programs are limitless in the ability to bring those interested into the process. From hosting early visioning workshops in community forums, on-line visual preference surveys and questionnaires, to round-table discussions, pop-up interviews, and working focus groups - these are just a few of the methods we have to bring the public into the process. We will provide early in the project visioning sessions to help formalize key issues, opportunities, and considerations. We'll work with residents, businesses, and organizations through means identified above to gain further insight and direction. **We'll keep this process open and spend as much time as needed to be sure we feel confident the direction we are going is exactly what the community needs it to be.** As the project evolves and concept plans are developed, we go back to the broader community process to check our work, show progress made and develop consensus on final design direction and key elements.

A second part of this process will be the development of a "brand" or further "identity" for this project. This can be used throughout all aspects of the public information component, including by the City, Monroe County, Monroe County TDC, local businesses and other tourism leaders to ensure those visiting Key West are aware of the excitement of the project, what they can expect, and have up to date information on it.



## EXHIBIT D

Public information will include development of a project website including renderings, maps, project bulletins, etc, social media, email updates (we will begin with ADEPT's established database and expand as the project evolves), info-line, and both live and pre-recorded updates on Key West City TV and local radio.

During project construction, we will provide anticipated weekly updates via email, project website updates, project newsletter, and as blocks are affected we anticipate use of door hangars or other methods of ensuring businesses are up to date.

Business and property owners on Duval Street and adjacent side streets will be most impacted during construction. We know this will be a very complex project, one that is very detailed, and will require door to door activity throughout the project. No two building frontages will be the same, and we'll need a complete understanding of each of them and the businesses that occupy them to deliver an end result that works for all. Therefore, we see that as an incredibly in-depth process where the information and involvement components come together in working with those most affected during much of the project.

Throughout this, we will also work throughout this project with the Duval Loop, City Transit Division, Parking Division, HARC, FDOT, and Monroe County to be sure each is up to date and involved in coordination, and has the opportunity to provide valuable input to the project.



Utilizing our team's established relationships whether with the Monroe County TDC to local attractions, we will also work to ensure the project has positive messaging, retains energy and excitement, and one that will make Key West an even better place to be!

## ECONOMIC RESILIENCY & FINANCIAL PLANNING

### ECONOMIC DEVELOPMENT

Fostering economic development and building Economic Resiliency will be a key goal of this project through construction and implementation, as well as resulting from the successful completion of the improvements. ADEPT will lead our activities in this area. Throughout the years ADEPT has created numerous innovative and successful economic development campaigns targeting on supporting Key West local businesses, local residents as well as visitors to the Island. ADEPT has also sought out special recognition for Key West's assets garnering awards from organizations like the Florida Trust for Historic Preservation.

ADEPT has assisted in assembling experts from around the state to gather in Key West to experience an "Insiders Tour" of special places located throughout Key West. From post Hurricane advertising campaigns to the "Love for Locals" and "Work Here... Play Here...Live Here" campaigns ADEPT has worked with City Staff, Key West Business owners and visitors to create memorable and impactful economic development efforts. Each year ADEPT promotes the holiday season at the Historic Seaport by providing targeted communications, marketing and advertising to support tenants located within the Bight. There are a number of annual events (Lighting of the Harborwalk, Key West Bight Before Christmas) that have grown year after year throughout the holiday season. **We anticipate being able to create, assist and promote similar experiences along the Duval Street Corridor upon conducting our stakeholder analysis and engagement during the project phase.**

### CONVENTIONAL FUNDING STRATEGIES

Funding significant capital projects requires a focused and consistent methodology to bring these community development projects to reality. As funding experts, we are acutely aware of the importance that well-developed grant pursuits, leveraged resources, intimate knowledge of funding sources, and successful implementation of them has on the overall impact of the project and on our communities.

At Stantec, we help communities secure funding to achieve their goals. Identifying the project can be easy. Funding is not. Our team understands how challenging and time consuming it can be to identify funding sources, navigate the application process, and administer awards. **Our funding experts have secured more than \$4 billion in grant and loan funding through federal, state and local funding programs for our public clients and have a proven track record – bringing projects to reality is what we love to do!**

## EXHIBIT D

We are also excited to welcome RMPK Funding to our team. With outstanding expertise in South Florida and a proven track record, the RMPK team has secured nearly \$200 million through federal, state, and local funding programs.

From years of experience, we know the relationship established between our staff and that of the community is the most important factor in determining funding success. After we have established a working relationship with your staff, we will, with their assistance, conduct our grants analysis and review program objectives and angles of approach. It is at this point that we begin to select project components that would be best suited to receive funding.

Once the initial process is done, it's time to roll up our sleeves and really get to work. Immediately, we will begin to research potential funding sources and pair those with the project elements based on potential need and evaluation. Our method of "grant stacking" will maximize your budget dollar.

Utilizing multiple funding sources is one of the most effective ways to grow the amount of funding a project and community can obtain. We group grants of varying levels (federal, state, and local) to support one project. Done carefully, selection of grants can result in one grant providing the matching funds requirement for another grant and the reciprocal as well. This process can address various phases to best meet intent and schedule.

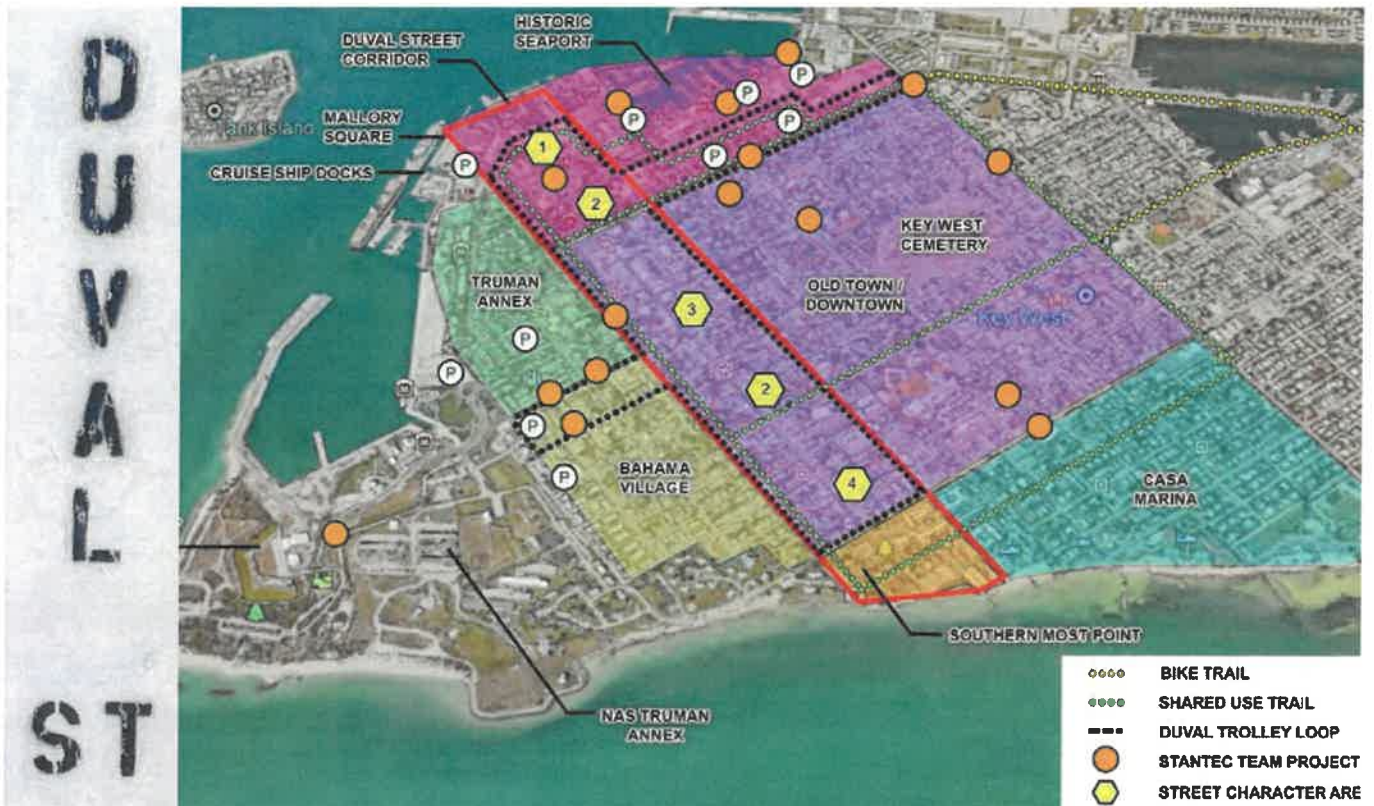
Once funding is received, our work with your staff continues. While obtaining a grant is usually thought of as the most complicated part of the process, the management of grant funds and project construction can prove to be quite complicated and time consuming. Our job is not complete until we bring your project to a successful end!

### ALTERNATIVE FUNDING STRATEGIES

We may also engage our financial services team to aid in developing interactive modeling that evaluates and compares the financial feasibility of alternative funding strategies and cost recovery mechanisms side-by-side in real time. This extends far beyond potential grant opportunities but integrates your capital improvement programs, asset management programs, master plans, etc. and identifies and evaluates additional funding mechanism. Often these mechanisms may include utilization of your general fund, community redevelopment agency, enterprise funds, special revenue funds, and assessment districts to achieve infrastructure funding. The result of this are the development of holistic multi-year financial management plans that are both sustainable and affordable.

### MULTI-MODAL PLANNING, TRAFFIC AND PARKING

As an island and port city, everyone that lives or visits Key West is within walking or biking distance of most destinations including the Duval Street corridor. Safe streets and the ability to walk, bike and take transit to those destinations bring continued value to both longtime residents as well as visitors.





## EXHIBIT D

An important goal for this revitalization is to improve safety and balance transportation needs while maintaining the vibrant context. We appreciate this, and recognize its value from the numerous roadway projects we have completed on the island.

Our team brings a collaborative and innovative approach to transportation planning, design, and implementation that will achieve 21st Century mobility needs in the historic context of the corridor. We also recognize the City has a development pattern unique to the island, a natural environment, and a historic culture that lends itself to active transportation modes such as walking and biking. The Key West Bicycle and Pedestrian Master Plan approved in February 2019 will be an important element within our further study and understanding.

Duval Street's iconic character presents a multitude of possibilities and is a one-of-a-kind historic street, reflecting a cultural spine where placemaking is at the forefront. It is limited in space and requires a balance between providing access to each of the businesses and destinations along it while managing the open public space for the residents, tourists and visitors to enjoy, and to be a functional roadway.

**We will address this need through a high-level focus on communication and collaboration to build consensus amongst all key stakeholders, and to lead the City in planning, prioritizing and implementing a high-quality roadway corridor and adjacent street network of pedestrian, bicycle and transit infrastructure. The approach to addressing the traffic engineering, parking, and multimodal aspects of the Duval Street corridor will include emerging transportation technology and innovative engineering practices.**

We anticipate the traffic engineering approach will include the following key scope of service elements:

- Field Visits, Traffic Data Collection, and Existing Conditions Analysis
- Detailed Multimodal Traffic Analysis
- Existing Conditions Traffic Operational Analysis
- Alternatives Analysis
- Future Conditions Traffic Operational Analysis
- Final Alternative Refinement
- Active Transportation Analysis - Walkability, Bike Connectivity, Transit Infrastructure, Curbside Management, Rideshare
- Signalization Infrastructure
- Parking and Loading Zone Evaluation

Four other elements within this phase merit further mention and discussion, including the Key West Bicycle and Master Plan, Emerging Technology, Parking, and Regulatory Measures.



**The Key West Bicycle and Pedestrian Master Plan** (KWBPMP) includes various projects along Duval Street. Most significant is the identification of the portion roughly between Green and Front Streets as a pedestrian and bicycle priority street. There is significant multimodal connectivity at this location with its proximity to Mallory Square, the Cruise Ship Piers and the Key West Conch Tour Train terminal at Front Street.

The KWBPMP created a project entitled the **Duval Loop** which introduces new, one-way traffic patterns, separated bicycle facilities along Simonton and Whitehead Streets, bicycle lanes on Caroline and South Streets, and a People Priority street on a portion of Whitehead Street near South Street. It also calls out several intersection modifications and creates off-street parking along the one-way streets, which would aid in the reduction of parking directly on Duval Street and in repurposing of its right-of-way. Beyond improvements resulting from the Duval Loop, there is opportunity to incorporate **emerging transportation technology** and innovative engineering practices including Smart City Signal technology, which provides opportunities for an element of **public private partnership** and would allow Staff to monitor the infrastructure Smart City mobility features including app-based priority detection for bicycles, pedestrians, scooters, emergency vehicles and transit amongst other benefits are a part of this. Collectively, these lead to proactive operations, maintenance, and repair rather than reactive measure. Looking forward, these technologies are capable of having detection for autonomous and connected vehicles. Other new technology innovations related to transportation network companies, car sharing, real-time bus apps and bike share systems will aid in the continued effort to reduce the personal vehicle trip demand along Duval Street and the adjacent road network while increasing the convenience of multimodal and active transportation trips.

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**Our in-depth knowledge with Smart City technology will be one element of our robust vision for the corridor.**

The **Parking Evaluation** will assess parking spaces currently provided along the corridor and adjacent cross-street road segments, and include vehicular, bicycle, and scooter parking. In conjunction with potential traffic operational changes along adjacent streets, such as modifications to one-way streets as repurposing of the roadway lanes, strategic placement of on-street parking will allow for the Duval Street right-of-way to be best utilized for all active transportation modes.

Recommendations in the KWBPMP also include the use of Smart Meters, Variable Pricing concepts and strategic bike parking near transit stops and other prioritized Key West bicycle infrastructure. Our team has implemented these in other communities and understand the ways in which they can be beneficial to Key West.

As new designs are created and implemented, issues addressed, technology adopted, and change continues, we will **assess existing regulations and policy** within the City that either must be followed through the design and development phase, or may require amendments and/or changes as revitalization occurs.

### DESIGN & CONSTRUCTION OF PILOT SEGMENT

Our approach to project implementation is based on a complete understanding of the complex issues unique to this project. It is imperative to establish the management processes needed to successfully resolve issues through the introduction of efficient and innovative construction, engineering and inspection techniques.

### PRE-CONSTRUCTION MANAGEMENT

We provide the initial coordination, scheduling, and communication activities essential to ensuring the proper foundation is in place prior to the start of construction. Early in the design phase, Construction Engineering and Inspection (CEI) staff will provide recommendations regarding contract delivery method alternatives, utility coordination, maintenance of traffic and other similar early-stage decisions which can have a significant impact on the ultimate constructability, biddability and success of the projects.

Our pre-construction activities begin with an independent constructability and biddability review of the contract plans, assessing existing utilities and any necessary relocation activities, documenting existing site conditions, and identifying all stakeholders to plan our public involvement efforts. Our pre-construction plan reviews have been crucial to the success of our past projects. We will develop the Contract Time Estimate and advise of potential Bonus or Incentive/Disincentive milestones, and work with the City on the best implementation of such.





## EXHIBIT D



### CONSTRUCTION MANAGEMENT

A systematic and detailed inspection process is an indispensable tool to ensure a quality final product. Quality is assured by verifying compliance with all contract requirements, and we ensure a cooperative and effective joint QA/QC process begins with a commitment to Pre-Activity meetings, with contractors, inspection staff, local agencies, and maintenance teams to proactively review the related plans, specifications, schedule, work plan and material testing requirements. We have developed "Critical Items" checklists to ensure compliance with the specifications, including earthwork, asphalt paving, concrete placement, lighting, sign installation, striping, and maintenance of traffic. We maintain an updated list of deficient items that are in need of remedial work and share this list with the Contractor weekly allowing for minimal punch list items at the end of production work and an earlier final acceptance.

Extra work, including scope creep, plan errors and omissions, and third-party requests, is an area of concern on an any urban project. Thorough plans review prior to letting, open communication with the contractor, and when extra work is identified, immediate pricing requests and comparison to our independent Engineer's Estimate help minimize this. If extra work is identified, we work to resolve all issues at the lowest level possible.

Timely responses to RFI's to avoid costly delays is critical, especially in the early phases of the project, where any unforeseen conditions in the design are most likely to occur. We track all RFI's generated by the contractor and immediately contact and work with the EOR for initial and final resolution of the issue. Starting at pre-submittal stages, we review the schedule completeness and consistency with the contract requirements. We also work with the contractor's staff until the baseline schedule becomes the contractor's detailed plan of action for a successful project, and we ensure appropriate lead times for all items requiring procurement.

**We recognize tourism is the primary economic driver in Key West and Monroe County, and in Key West alone visitors spent more than \$1 Billion dollars annually which supports some 12,000 jobs. We understand how important it is to keep business open, streets easy to navigate, and events occurring** during reconstruction of the roadway. Working with our public engagement and public relations team, we work hard to make sure like goes on with as little disturbance as possible. We work with our team, yours, and the community to develop an engagement plan that makes sense by phase and those impacted. This may include weekly construction meetings for area businesses and residents, to door hangar updates, project website, social, and bulletin releases of weekly status, and continually updated wayfinding and directional support needs. We work to have solid relationships with all impacted and maintain open lines of communication throughout each phase of the project.

### PROJECT CLOSE-OUT

Upon construction completion, we will assemble and submit a Final Estimates Package within 20 days of final acceptance of the project. This will include:

- Contract Time Folder, with all back-up detailing impacts to the project duration outside of the contractor's control
- Engineer's Weekly Summary/Inspector Daily Reports
- Material Certification Package consisting of the Senior Project Engineer's Certification
- Correspondence Folder
- As-Builts and Warranties

### MAINTENANCE PLAN

The improvements on Duval Street, in whatever form they ultimately take, will increase the City's maintenance responsibilities and associated costs. Indeed, the City has recognized this, and will require the development of a Maintenance Plan for the next fifty years. This will need to address the schedule and frequency of routine

## EXHIBIT D

maintenance activities, and the scheduling and funding for the capital replacement of all major high-cost components.

### **Effective long-term maintenance begins with good design.**

An effective Maintenance Plan for Duval Street starts with the selection of quality project materials, finishes, fixtures, and landscaping that are appropriate for the tropical marine climate of Key West.

**The ability to withstand harsh sun, humidity, salt, rain and hurricane winds is critical**, and needs to be considered when selecting project elements. Design layout is also critical. For example, Duval is already an area of high pedestrian activity, and that is expected to grow and change in character with increased café sidewalk dining. Pedestrian channeling and movement must be carefully considered, to avoid unintended pedestrian impacts on landscaping and streetscape elements.

The City has expressed a goal for this project to improve the ecological value of the corridor, and to create a relaxing shaded walking environment. As such, it will be essential that the design of the streetscape account for tree root and canopy growth. Allowing for this and mitigating its potential damages is critical to the long-term tree health and maintenance requirements along Duval. Elements such as tree location, planting standards, root barriers, structural soil and irrigation systems will need to be carefully considered.

Designed flexibility will also be essential when considering long-term maintenance. As a complete street, Duval will need to accommodate vehicular, bicycle, and pedestrian traffic. The balance between these elements will change as the needs of the street and the community change, and flexibility in the use of the space will need to consider all three. For example, a space normally programmed for vehicles may need to occasionally accommodate pedestrians, or vice-versa. The spaces need to be designed to hold up to both activities and avoid unwanted deleterious impacts or liabilities when serving in an alternative capacity.

A high-profile project will almost certainly include an art-in-public-places component. These, by virtue of their nature, often have unique maintenance needs in accordance with the commissioned artist's requirements. These will need to be accounted for and incorporated into the Maintenance Plan for Duval Street Revitalization.

Many factors are considered in the Maintenance Plan:

1. Routine inspection and assessment
2. Routine preventive and corrective maintenance
3. Maintenance schedules
4. Service life expectancy of equipment / materials
5. SMART key performance indicators (KPI)
6. Maintenance contracts and agreements
7. Replacement costs and cost escalations
8. Spare parts inventory
9. Dedicated funding and contingency reserve
10. Emerging maintenance practices and technologies

A complete Maintenance Plan will take these into account and blend them to provide a fiscally sound and comprehensive blueprint to keep Duval Street revitalized while preserving taxpayer investment.

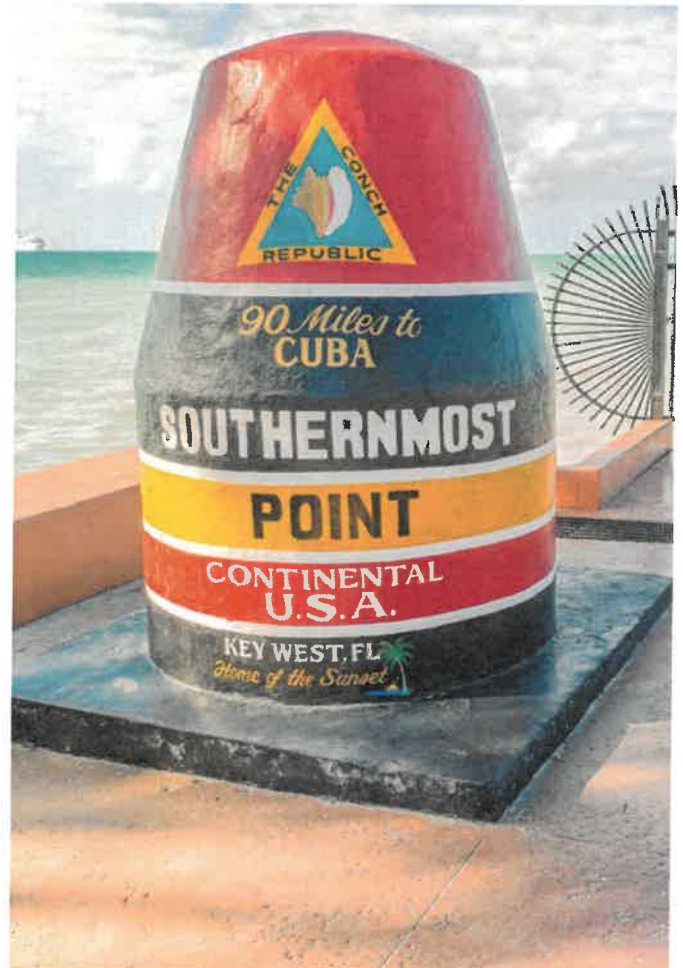


EXHIBIT D

6 PERSONNEL



# EXHIBIT D Personnel

Please see our key staff resumes located at the end of the proposal, behind Tab 10 - Resumes.

TEAM EXPERIENCE												
Name	Role	Years of Experience	Planning	Civil Design	Resilience & Sustainability	Stormwater Management	Historic Preservation	Landscape Architecture	Public Outreach	Economic Dev. & Funding	Multimodal Planning/Design	Construction Management
<b>Stantec Consulting Services Inc.</b>												
* Ramon Castella, PE, ENV SP, LEED AP	Principal in Charge/Program Manager	37	✓	✓	✓	✓			✓		✓	✓
* Jared Beck, AICP	Planning/Project Manager Phase I	20	✓		✓		✓	✓	✓	✓	✓	
* Sean Compel, PE, ENV SP, LEED AP	Design/Project Manager Phase II	20	✓	✓	✓	✓			✓		✓	✓
Kevin Mangan, PLA, ASLA	Landscape Architecture	36	✓				✓	✓	✓			
* John Malueg, PE	Resilience/Sustainability Lead/Financial	37	✓		✓					✓		
* Chris Benitez, PE, PTOE, RSP	Mobility & Transit Lead	15	✓	✓	✓				✓		✓	
Joel Mann, AICP	Mobility & Transit	18	✓				✓		✓		✓	
* Carlos Herdocia, PE, LEED AP	Civil Design Lead	33		✓		✓					✓	✓
Jeffrey Crews, PE, LEED AP	Civil Design	33	✓	✓	✓	✓			✓		✓	✓
Larissa Faria, PE, ENV SP	Civil Design	8		✓		✓					✓	✓
* Lara Freeman	Financial Opportunities Lead	22	✓		✓					✓		
* Marlon Medina, PE, CFM	Stormwater Management Lead	14		✓	✓	✓					✓	✓
Andrea Crumacker	Stormwater Management	22	✓		✓	✓						
Eduardo Lopez	Stormwater Management	34			✓	✓			✓			
<b>Cardno, Inc., now Stantec</b>												
* Bill Stuckey, PE, PMP	Construction Management Lead	22		✓	✓	✓					✓	✓
Frankie Padro	Construction Management	18							✓		✓	
Toby Starling, Jr.	Construction Management	16							✓		✓	
<b>Adept Public Relations, LLC</b>												
* Dana Politt	Outreach, Economic Development, & Consensus Building Lead	24			✓		✓		✓	✓		
Paul Vrooman	Outreach, Economic Development, & Consensus Building	30	✓		✓				✓	✓		
Stephanie Rosendorf-Diaz, Esq.	Outreach, Economic Development, & Consensus Building	7	✓		✓				✓	✓		
<b>PlusUrbia Design</b>												
* Juan Mullerat, Assoc. AIA, APA, NCI	Planning & Design Lead	22	✓		✓			✓	✓		✓	
* Bruno Carvalho, ASLA, AICP	Landscape Architecture Lead	24	✓		✓			✓	✓			
Megan McLaughlin, AICP	Historic Preservation	15	✓				✓	✓	✓			
David Soto	Mobility & Transit	8	✓	✓	✓		✓	✓	✓		✓	
<b>Shulman + Associates</b>												
* Allan Shulman, FAIA, LEED AP	Historic Preservation Lead Resilience/Sustainability	32	✓		✓		✓		✓			
Rebecca Stanier-Shulman	Historic Preservation	25	✓		✓		✓		✓			
<b>RMPK Funding</b>												
Ryan Rusky	Financial Opportunities	18			✓				✓	✓		



EXHIBIT D



# 7 QUALIFICATIONS

## EXHIBIT D Qualifications



### Miracle Mile Streetscape Redevelopment, Conceptual Master Plan

Coral Gables, Florida

Stantec

Stantec worked with City of Coral Gables leaders to enhance the iconic Miracle Mile and Giralda Street to help develop Downtown Coral Gables as a premier urban main street destination that will support business development for generations to come. One of the chief components of the Streetscape Project was ensuring that sufficient parking was easily accessible from the area's main thoroughfares, as improved parking and easy access to parking is essential to maintaining long-term vitality. Some of the enhancements decided upon included wider sidewalks, improved urban lighting, tree grates, benches, kiosks, better signage for both businesses and parking garages, cleaner and more welcoming connections or 'paseos' to garages and alleyways, upgraded drainage facilities to enhance pedestrian as well as vehicular traffic and permanent valet stations that complement Downtown Coral Gables' distinctly Mediterranean architecture and design. In creating a more vibrant atmosphere for locals, this Streetscape Project will inherently serve to attract a larger share of Greater Miami's visitors, including the economic impact they generate, to Downtown Coral Gables.

Stantec also provided the public engagement and information support during the design and construction process.



Award Winner - DBIA - Florida Region,  
Design-Build Project of the Year, Roadways

### City of Bonita Springs Downtown Imp.

Bonita Springs, Florida

Stantec

This \$16 million improvement project along the Old US 41 corridor in the City of Bonita Springs beautifies Bonita Springs' downtown, contributes to economic growth, and creates a unique sense of place. The project, encompassing more than 500 acres, also includes Felts Street located one block east of Old US 41 and the connecting streets.

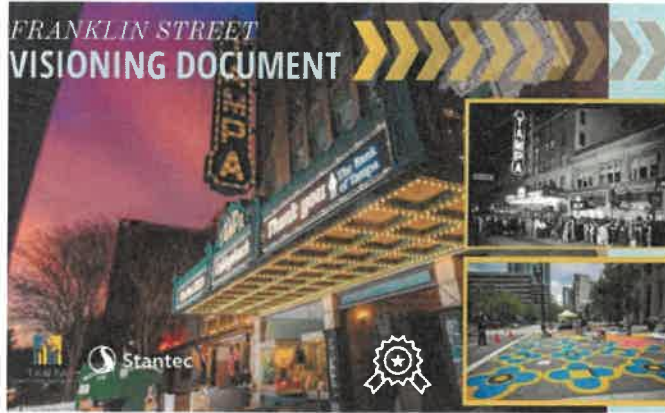
Stantec landscape architects were part of the design-build team awarded the project. Previous project successes and teaming efforts were recognized as a benefit to the future of this high profile project for the City.

Through a series of public engagement workshops, the project team gained an understanding of the needs and concerns of both the residents and business owners impacted by the improvements to the project area. With a mix of pros and cons to change, the project team took their wishes into consideration for the design of the project elements—roadway, bridge, sidewalk, streetscape, and drainage infrastructure improvements.

Stantec produced all conceptual Complete streets streetscape design components including vehicle travel lanes, on-street and off-street parking configurations, bicycle, and pedestrian needs. The scope also included all detailed hardscape elements, furnishings, and site materials and finishes.



## EXHIBIT D



### Franklin Street Vision

Tampa, Florida

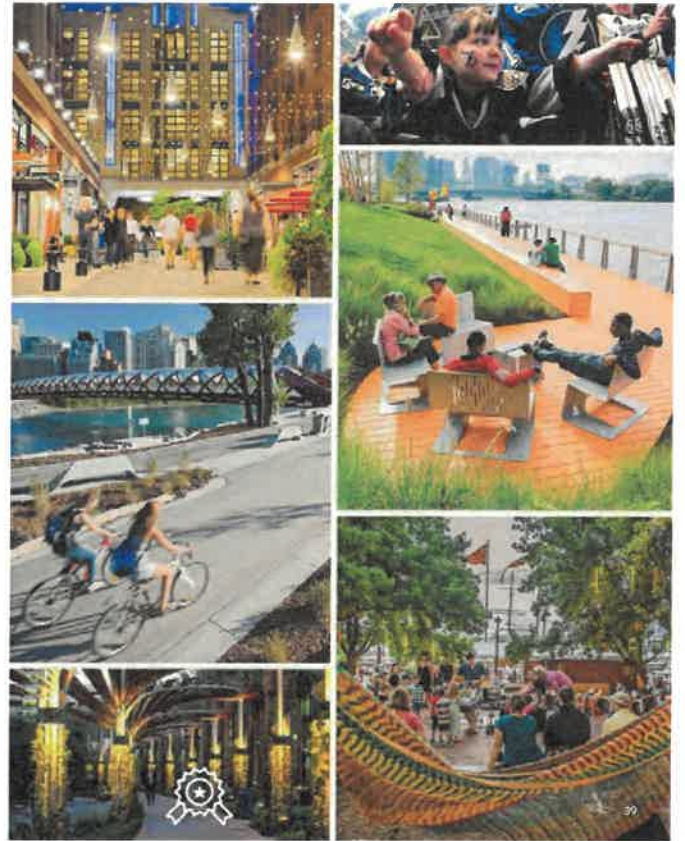
Stantec

Dating to the mid 1800's, Franklin Street was the epicenter of commercial and civic activity in Tampa – serving as one of the City's first "Main Streets". However, like many historic downtown areas, Franklin Street ultimately fell victim to larger economic forces in the mid 1900's which affected downtowns nationwide. This project seeks to build on past planning efforts to revitalize historic Franklin Street in downtown by providing detailed block-by-block strategies in a very graphic-forward plan to promote reinvestment and redevelopment along Franklin Street. These strategies are consolidated for user reference based on categories such as Branding, Marketing & Placemaking, and Economic Development. Specific strategies also include responsible parties to manage accountability.

Despite the Covid-19 pandemic, community engagement was outstanding and on multiple surveys we achieved a confidence level of 95% +/- 5 points based on the population of Hillsborough County. Our project team utilized an interactive and dynamic web and map application allowing users to pin comments, ideas, thoughts, and questions on specific areas within the corridor, learn more about the project, view project graphics, photos, and other imagery, participate in multiple surveys, as key tools. Virtual stakeholder interviews, walking tours, and organizational engagement were additional tools that helped bring success.

Additionally, due to the pandemic, the Franklin Street visioning efforts were able to build on parallel initiatives being conducted by the Tampa Downtown Partnership and the City of Tampa, like the City's "Life Up Local" campaign, a local economic development effort meant to mitigate the effects of the pandemic on small business in Tampa. Such campaigns allowed for the implementation of tactical, pilot projects along Franklin Street that reimaged public spaces through temporary closure of portions of the street, installation of murals at key intersections and installations of pop-up parklets and cafes. Seeing the successes that could be achieved, several of these were further articulated into the vision plan.

*Award: FRA 2021 Outstanding Large City Planning Study*



### Walkable Channelside Master Plan & Design Standards

Tampa, Florida

Stantec

Stantec collaborated with national walkability expert Jeff Speck to create a plan which will transform 40 acres of parking lots and industrial buildings and is on track to receive the world's first WELL® District certification from the International Well Building Institute. Fusing urban amenity, culture, and community, the Channelside district will become both a nationally prominent destination and a lively urban neighborhood.

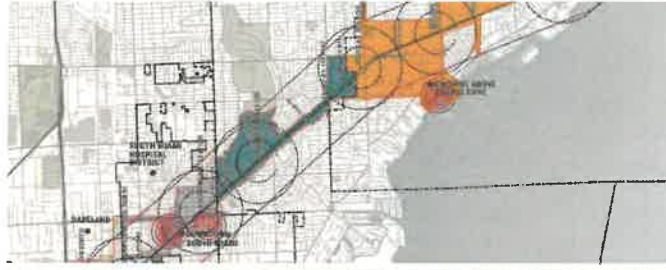
The plan organizes up to 6 million square feet of mixed-use development into a district where everything lies within a five-minute walk of everything else. The plan connects a broad range of activities—including offices, housing, stores, medical research, sports facilities and a medical school—into a walkable network of landscaped streets, squares, and parks.

A new street network tames an existing high-volume arterial to create a diverse environment that invites residents and visitors to stroll along a main street lined with shops and restaurants. That street leads to Channelside, the walkable heart of a lively food, entertainment, and sports scene anchored by the Tampa Bay Lightning's arena. A plaza facing the arena becomes the animated civic focus of the district, filled with interactive art a rich mix of amenities.

*Awards: Tampa Downtown Partnership - Urban Excellence Award and Hillsborough County-City County Planning Commission - Community Design Awards, Chairman Awards (both awards given to WilsonMiller Inc. prior to Stantec)*



## EXHIBIT D



### The Underline Special District Plan

Miami-Dade County, Florida

PlusUrbia

The Underline, a 10+ mile green corridor along the Miami-Dade Metro Rail, has the potential to positively impact its surrounding areas through careful planning and zoning. Inversely, the corridor will greatly benefit by assuring that surrounding areas are protected, that stakeholders are provided safe and pleasant access to the corridor, and that any potential future development is appropriate to its context and its privileged Transit Oriented location.

This study calibrates through planning and zoning the future development as well as mobility improvements along the length of the corridor spanning 5 municipalities. In order to maximize the corridor's positive impact and balance changes resulting from the creation of this Green Corridor, the study proposes mid-scale development that transitions from denser and more intense transit oriented areas to the single family residential neighborhoods. Future development as well as infrastructure improvements are supported through financing strategies outlined in the study, to allow for the evolution of the corridor to be incremental.

Recommendations are necessary to understand this balance and propose improvements to development standards and value capture mechanisms to capitalize on the value created to build and maintain the corridor's positive impact.



### Las Olas Boulevard Vision - Multimodal Corridor

Fort Lauderdale, Florida

PlusUrbia

Las Olas Boulevard is a vital link for multimodal traffic with varying cross-section and land use between Downtown Fort Lauderdale and the Beach. It is both a strategic part of the roadway network as well as the most direct east-west route for people walking and cycling. This project provides a vision for Fort Lauderdale's premier multimodal corridor that connects existing bicycle facilities, proposed regional trail corridors, major transit facilities, and new public spaces such as Tunnel Top Plaza with protected bike lanes buffered from motor vehicles.

The core elements of the project include continuous bicycle lanes, expanded sidewalks, improved bus shelters, additional green spaces, enhanced crossings, and context sensitive hardscape and landscaping. Plusurbia Design facilitated active transportation expertise, mapping support, conceptual complete street design, branding support, recommendations visualizations, and professional renders for project lead Corradino. Consistent with our motto to exceed our client's expectations, deliverables were incorporated in both presentation and video formats in support of public engagement activities.

## EXHIBIT D



### My Calle 8

Miami, Florida

PlusUrbia

For half a century, Calle Ocho (SW 8th Street) in the City of Miami has served as an eastbound speedway for commuters, along with the equally dangerous one-way, three-lane, westbound SW 7th Street. Originally a two-way typical main street, Calle Ocho was transformed in the late 60s into the highway we know today.

PlusUrbia's concept plan proposes to turn Calle Ocho back to its original design, reversing fifty years of disenfranchising neighborhoods and commerce with blight left in the wake of a corridor turned freeway. The design proposes to unlock Calle Ocho's potential by proposing the restoration of the original two-way traffic. Images were created of a 21st century Calle Ocho with a Complete Streets multimodal transportation alternatives such as dedicated bike and transit lanes, comfortable wider shady sidewalks, and additional safe crosswalks in a vibrant urban setting.



### Complete Streets

Hialeah, Florida

PlusUrbia

While creating two transit-oriented development districts covering 313 acres for the City of Hialeah, PlusUrbia worked to ensure that these dense, mixed-use districts will be served by multimodal mobility. A Complete Streets Plan was created to ensure rail transit is connected to wide sidewalks, safe street crossings, bike lanes and public transit.

The guidelines, aimed at knitting all the urban fabric together with a seamless system, can be used citywide. PlusUrbia's plan creates holistic connectivity through a hierarchy of thoroughfares. The plan for Hialeah supports the concept of Complete Districts, with a proper design hierarchy to deliver complete contextual connectivity. In a Complete District a person can bike from home to work along a safe dedicated route, and switch onto a bus within the total network. Using a logical hierarchy, the concept provides total multimodal connectivity in the most efficient and safe way.



## EXHIBIT D

### Victory Pointe

Clermont, Florida

RMPK

RMPK created a strategic funding plan and began obtaining grant funding for the City of Clermont's Victory Pointe Project. The Victory Pointe project is a \$9 million capital project located within downtown Clermont. The stormwater park, which is located directly on Lake Minneola, consisted of many different elements that could be taken advantage of to maximize grant funding. To date, RMPK has obtained \$2.6+M in grants. It was through identifying funding sources for stormwater, trails, environmental education, and cultural facilities that led to the City being able to use grant funding to cover almost one-third of the project costs. RMPK Funding worked closely with the City of Clermont to ensure a smooth transition from the design stage to implementation to completion and management of the project.

### Shingle Creek Regional Trail

Kissimmee, Florida

RMPK

Shingle Creek Regional Trail (SCRT) is a recreation corridor centered around a multi-use recreational trail developed through the City of Kissimmee, Osceola County, Orlando, and Orange County. The new ADA accessible, multi-use, recreational corridor now spans 32 miles through one of Florida's most traveled urbanized areas. Funding obtained to complete the trail that runs through the City of Kissimmee provided assistance with land acquisition, ADA access, signage, water access and support facilities.

RMPK was responsible for all grant application, evaluation, and submissions for the entire project and has helped procure \$6.5M for the project. RMPK worked closely with the City of Kissimmee to ensure a smooth transition from design stage to implementation to completion and management of the project.

### Biscayne Everglades Greenway

Homestead, Florida

RMPK

The City of Homestead is home to two segments of the 21-mile Biscayne-Everglades Greenway that, when connected with Biscayne National Park and Everglades National Park, will be the first greenway in the country that provides a continuous shared use path between two national parks. The City has completed the first phase of the greenway, a 3.2 mile section beginning at the eastern boundary of the City. Using the grant for design and construction, the multi-use trail was constructed at no cost to the City. The second phase will complete the corridor within the City and connect users with the historic downtown and many cultural, governmental, and commercial destinations. RMPK assisted the City with obtaining and administering \$5M for the Greenway. Future funding has also been applied for construction and design of Phase II by RMPK Funding.



### Key West Historic Seaport & Bight Marina Marketing/Advertising

Key West, Florida

Adept

Since 2015, ADEPT has been providing marketing, communications, and advertising services for the City of Key West, the CRA and the Key West Historic Seaport and Key West Bight Marina.

These services have included working with City staff, including Doug Bradshaw, Port Director and Karen Olson, Deputy Port Director, to create annual marketing plans and develop a fiscal year budget. Each year's marketing plan was developed with feedback and recommendations from the City of Key West, Key West Historic Seaport Tenants, the Bight Marina, the Bight Preservation Association, and the Bight Management District Board.

### City Marina at Garrison Bight Independent Tourism Impact Study - Historic Charter Boat Row Sidewalk Replacement

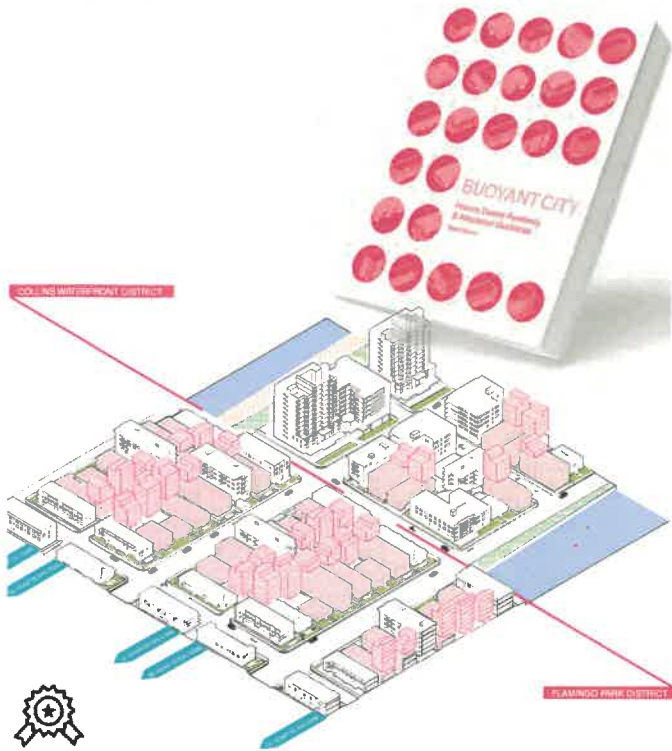
Key West, Florida

Adept

ADEPT served the City of Key West in preparing an independent professional tourism impact study that analyzed how the replacement of the Historic Charter Boat Row sidewalk would impact its tourism related business. ADEPT completed a thorough analysis of the project, including site visits and interviews with tenants and staff at the City Marina. The report served as proof that an independent analysis of the impacts of this infrastructure project on tourist related businesses has been conducted.

This study was a requirement of the Grant Award Agreement dated on the 23rd day of January, 2019 between the Monroe County Tourist Development Council and the City of Key West as part of the FY 2019 Capital Project Funding Grant Award Agreement Contract ID# 2286 as required by F.S. 125.014(5)(a)(6)(e). The project at City Marina along Amberjack Pier within the Historic Charter Boat Row was found to have a positive impact on tourist activities

# EXHIBIT D



## BUOYANT CITY: Historic District Resiliency and Adaptation Guidelines

Miami Beach, Florida

S+A

S+A led an international team in the development of these guidelines for the City of Miami Beach, working closely with the CRO and Planning Department.

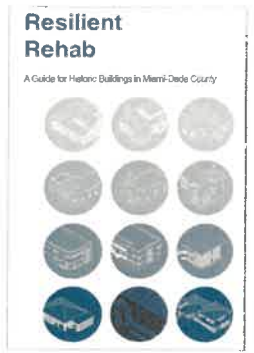
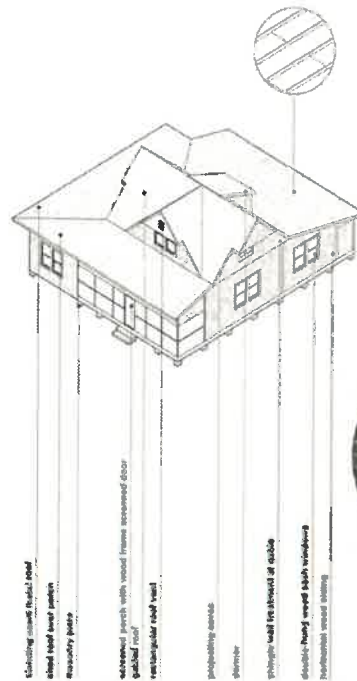
Over the next 60 years, most buildings in the historic districts of Miami Beach will need to be substantially rehabilitated/reconstructed to provide necessary resiliency to rising waters. How shall this be accomplished, and what time of city will result? Will these areas survive as historic districts?

BUOYANT CITY argues that Miami Beach's historic districts should be preserved, must evolve to survive, and that preservation can be redeployed as a powerful adaptive tool; the City of Miami Beach must reconsider its preservation standards and create mechanisms that will allow for adaptive development, by allowing new layers of urban fabric to grow from within.

**Awards:**

- 2020 AIA Miami Honor Award/Urban Design
- 2020 AIA Florida Citation Award/Unbuilt

House on Old Cutler Road



## RESILIENT REHAB: A Guide to Historic Buildings in Miami-Dade County

Miami-Dade County, Florida

S+A

S+A worked closely with the Miami-Dade County Office of Historic Preservation in the development of these guidelines for historic buildings and sites under the County jurisdiction, through the lens of resiliency.

The project was sponsored in part by the Department of State, Division of Historical Resources and the State of Florida. The guidelines enhance and support the County's preservation efforts and serve as a resource to the owners and stewards of historic properties, supporting them in the care of built and cultural heritage.

While originally intended to be an update to the 1987 guidelines Resourceful Rehab, these guidelines focused more squarely on the intersection between preservation and resiliency planning, and included a series of recommendations for private property owners.

**Awards:**

- 2022 Dade Heritage Trust Award
- 2021 American Planning Association Gold Coast Section Award of Excellence, Best Practice



EXHIBIT D



**8 CLIENT REFERENCES**

## EXHIBIT D Client References

1

Firm: **Stantec**  
Client: **City of Coral Gables**  
405 Biltmore Way  
Coral Gables FL, 33134  
Project: **Miracle Mile Streetscape**  
Contact: **City Manager, Peter Iglesias, PE**  
(305) 460-5202  
piglesias@coralgables.com

5

Firm: **Shulman + Associates**  
Client: **City of Miami Beach**  
1700 Convention Center Drive  
Miami Beach, FL 33139  
Project: **BUOYANT CITY: Historic District  
Resiliency & Adaptation Guidelines**  
Contact: **Historic Pres. Chief, Debbie Tackett**  
(305) 673-7000 ext 26467  
DeborahTackett@miamibeachfl.gov

2

Firm: **Stantec**  
Client: **City of Bonita Springs**  
9101 Bonita Beach Road  
Bonita Springs, FL, 34135  
Project: **Downtown Bonita Springs**  
Contact: **Assistant City Manager, Matt Feeney**  
(239) 949-6262  
matt.feeney@cityofbonitasprings.org

6

Firm: **Shulman + Associates**  
Client: **Miami-Dade County**  
111 NW 1st Street  
Miami, FL 33128  
Project: **RESILIENT REHAB: A Guide to Historic  
Buildings in Miami-Dade County**  
Contact: **Historic Pres. Chief, Sarah Cody**  
(305) 375 4438  
scody@miamidade.gov

3

Firm: **Stantec**  
Client: **City of Miami Beach**  
1700 Convention Center Drive  
Miami Beach, FL 33139  
Project: **Sea-Level Rise, Resiliency, Permitting  
& Environmental Services**  
Contact: **CIP Director, David Martinez, PE**  
(305) 673-7080  
davidmartinez@miamibeachfl.gov

7

Firm: **PlusUrbia**  
Client: **City of Fort Lauderdale**  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
Project: **Las Olas Blvd. Vision - Multimodal  
Corridor**  
Contact: **Principal Urban Planner, Trisha Logan**  
(954) 828-7101  
TLogan@fortlauderdale.gov

4

Firm: **Stantec**  
Client: **Tampa Downtown  
Partnership**  
400 N. Ashley Drive, #1010  
Tampa, FL 33602  
Project: **Franklin Street Vision**  
Contact: **Director of Transp. & Planning,  
Karen Kress, AICP, LCI**  
(813) 682-2058email  
kkress@tampasdowntown.com

8

Firm: **PlusUrbia**  
Client: **City of Miami**  
Miami Riverside Center (MRC)  
444 SW 2nd Ave  
Miami, FL, 33130  
Project: **My Calle 8**  
Contact: **Assistant Director, David Snow**  
(305) 416-1474  
DSnow@miamigov.com

EXHIBIT D



**9 SWORN STATEMENTS &  
AFFIDAVITS**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )

:SS

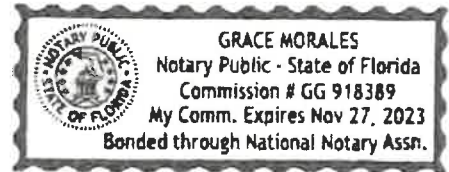
COUNTY OF Miami-Dade )

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 to (or affirmed) and subscribed before me this 7th day of June, 2022.

  
NOTARY PUBLIC, State of Florida



My Commission expires: Nov. 27, 2023

Personally Known ✓ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

EXHIBIT D

**NON-COLLUSION AFFIDAVIT**

STATE OF Florida )

:SS

COUNTY OF Miami-Dade )

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.

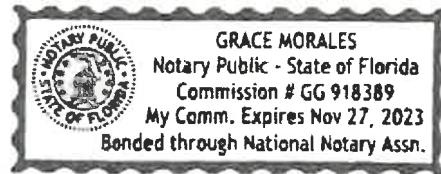
By: 

Sworn to (or affirmed) and subscribed before me this

7th day of June, 2022.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Nov. 27, 2023



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## EXHIBIT D

### 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 for Ramon Castella, PE, ENV SP, LEED AP, Vice President  
(print individual's name and title)

by Stantec Consulting Services Inc.

(print name of entity submitting sworn statement)

whose business address is 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, FL 33134

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

11-2167170

(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 predecessor or successor of a person convicted of a public entity crime: or
  - 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

## EXHIBIT D

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).

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



EXHIBIT D

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.

*Ramon Castella*

(SIGNATURE)

June 7, 2022

(DATE)

STATE OF Florida

COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this (numeric date) this (numeric date) day of (month), (year), by (name of person making statement). 7th day of June, 2023 by Ramon Castella, PE, ENV SP, LEED AP

(Signature of Notary Public – State of Florida)

(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Grace Morales  
Grace Morales



EXHIBIT D

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida

COUNTY OF Miami-Dade

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

Stantec Consulting Services 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.

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this (numeric date) this (numeric date) day of (month), (year), by (name of person making statement).

*Ramon Castella*

7th day of June, 2023 by Ramon Castella, PE, ENV SP, LEED AP

(Signature of Notary Public – State of Florida)

(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

*Grace Morales*  
Grace Morales

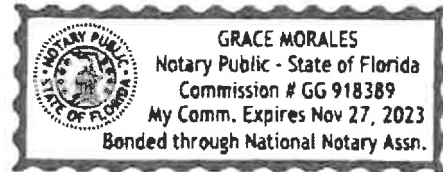


EXHIBIT D

**CONE OF SILENCE AFFIDAVIT**

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

STATE OF Florida  
COUNTY OF Miami-Dade

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Stantec Consulting Services 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 to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this (numeric date) this (numeric date) day of (month), (year), by (name of person making statement).



7th day of June, 2023 by Ramon Castella, PE, ENV SP, LEED AP

(Signature of Notary Public – State of Florida)

(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

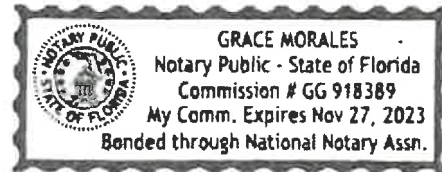
  
Grace Morales

EXHIBIT D

VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Stantec Consulting Services Inc.  
Vendor FEIN: 11-2167170 Ramon Castella, PE, ENV SP, LEED AP,  
Vendor's Authorized Representative Name and Title: Vice President  
Address: 901 Ponce de Leon Boulevard, Suite 900  
City: Coral Gables State: Florida Zip: 33134  
Phone Number: (305) 445-2900  
Email Address: ramon.castella@stantec.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.


CERTIFIED BY: Ramon Castella, PE, ENV SP, LEED AP, Vice President  
*PRINT NAME* *PRINT TITLE*  
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.  
Authorized Signature: 



EXHIBIT D

CITY OF KEY WEST INDEMNIFICATION FORM

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

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West'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 of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

COMPANY SEAL

PROPOSER: Stantec Consulting Services Inc.

901 Ponce de Leon Boulevard, Suite 900  
Coral Gables, Florida 33134

Address



Signature



Ramon Castella, PE, ENV SP, LEED AP

Print Name

May 16, 2022

Date

Vice President

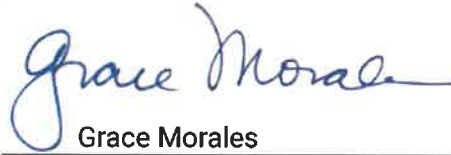
Title

EXHIBIT D

The foregoing instrument was acknowledged before me this day of May 16, 2022, by:  
(name of person acknowledging \_\_\_\_\_). Ramon Castella, PE, ENV SP, LEED AP, Vice President

(NOTARY SEAL) (Signature of Notary Public- State of Florida)  
(Name of Notary Typed, Printed, or Stamped)

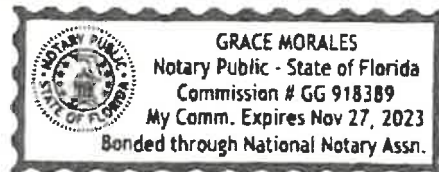
Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

  
Grace Morales

Return Completed form with \_\_\_\_\_ Print, Type or Stamp Name of Notary

Supporting documents to: City of Key West Purchasing

Title or Rank \_\_\_\_\_



# EXHIBIT D



**City of Key West**  
1300 White Street  
Key West, FL  
33040

## **ADDENDUM NO. 1**

### **Duval Street Economic Corridor Resiliency and Revitalization Plan RFQ # 22-004**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature.

#### **QUESTIONS/ CLARIFICATIONS:**

1. Is there an estimated construction value for the project?

Response - An estimate of the construction value will not be available until after the public input phase of the project.

2. Is there an estimated timeline of when construction would take place?

Response - With bid process, public input and design requirements, construction is a minimum of 24 months away.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "Chris Hill", written over a horizontal line.

Signature

Stantec Consulting Services Inc.

Name of Business

# EXHIBIT D



**City of Key West**  
1300 White Street  
Key West, FL  
33040

## **ADDENDUM NO. 2**

### **Duval Street Economic Corridor Resiliency and Revitalization Plan RFQ # 22-004**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature.

#### **QUESTIONS/ CLARIFICATIONS:**

1. Our firm has a temporary Professional Services Contract with the City's Planning Department. Will this be a conflict of interest as a subconsultant?

**Response –**

Yes, this would be considered a conflict of interest.

2. *RFQ Section Exhibit A: Affidavits, Equal Benefits for Domestic Partners Affidavit* - It seems that the RFP's requirement that bidders certify compliance with Key West's City Ordinance Sec. 2-799 violates Florida Statute, Chapter 287.055, Consultants' Competitive Negotiation Act (CCNA). The City Ordinance Sec. 2-799 has an exception which states that it does not apply if "[t]he provision of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act)." The City Ordinance notes explicitly that it does not apply to contracts procured under the CCNA. This is a contract for professional services being procured in accordance with the CCNA. Therefore, are we correct that bidders should not be required to certify compliance with the Key West's City Ordinance Sec. 2-799?

**Response –**

Bidders do not have to certify compliance with the City of Key West Ordinance Sec. 2-799.

3. *RFQ Section B.1, Civil Engineering for Resiliency Planning and Drainage Services, Item 4, Drainage Studies* - Is there a more up-to-date stormwater management plan, aside from the 2012 version that the City can provide to proposers?

**Response –**

There is not a more up-to-date stormwater management plan.



## EXHIBIT D

As-built storm drain information on Duval Street has been uploaded separately. See **Addendum 2 – Exhibit A**

Utilities will be able to provide Duval Street stormwater management system infrastructure data in GIS format, and coordinate stormwater improvements with the consultant firm.

4. *RFQ Section B.6, Multimodal Planning* - Is there a current multimodal transportation plan that the City can provide to proposers?

### **Response -**

The 2019 Bicycle Pedestrian Master Plan is available on the City of Key West website : <https://cityofkeywest-fl.gov/DocumentCenter/View/2590/2019-KW-Bicycle-and-Pedestrian-Master-Plan>

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Stantec Consulting Services Inc.

Name of Business

# EXHIBIT D



**City of Key West**  
1300 White Street  
Key West, FL  
33040

## **ADDENDUM NO. 3**

### **Duval Street Economic Corridor Resiliency and Revitalization Plan RFQ # 22-004**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature.

#### **QUESTIONS/ CLARIFICATIONS:**

1. In section A.2 Project Description of the RFQ (page 2), it states:

*"With CDBG-MIT funding provided by the U.S. Department of Housing and Urban Development, the City is seeking qualified teams to provide complete services for the revitalization of this historic corridor."*

The Key West Forward 2021-2024 Strategic Plan description of Major Projects (page 45) states:

*"Duval St. Revitalization Funding Notes - \$1.5 million allocated for FY 21/22 Further funding TBD (\$500,000 CDBG Resiliency Plan)*

*\$1.8 million planned for FY 22/23. Additional costs TBD based on plans."*

Between these two sources, one could interpret the planning fee to be \$500,000 - \$3.2M, less the client's costs. My question is what is the fee (or the range of the fee) to be awarded to the winning team for delivering the Duval Street Economic Corridor Resiliency and Revitalization Plan, RFQ # 22-004?

#### **Response –**

The City is developing a cost analysis for this project and has average hourly professional services rates based on general services contracts that will be used as a guide. Once the award is made based on qualifications, the next phase will be negotiation of scope of work, tasks, and timeline as part of the contract.

## EXHIBIT D

2. Would the City please clarify the following regarding RFQ 22-004 Duval Street Economic Corridor Resiliency and Revitalization Plan?

RFQ page 19 "Personnel" section: The RFQ states that the proposal should include "Resumes of the principals(s) assigned to the project and key staff, and/or subcontractors available to support the proposed efforts."

***Are resumes included in the 30 page limit or are they "required documents" and excluded?***

### **Response –**

Yes, resumes are required documents and may be excluded from the 30 page limit. However, concise, well written submittals are highly recommended.

3. I joined yesterday's call about ten minutes late. I am hoping to get a participant sign-in contact list in hopes of finding a team lead. We had a world-class urban design firm interested but the partners decided late last week not to submit. They didn't share their reasoning with me.

Also, will the study budget and/or amount of the grant be advertised with interested consultants? I didn't hear it mentioned or asked, but again I missed the first ten minutes.

There was some mention by another late-comer about being recognized for attendance and I believe the response was the meeting was being recorded and our attendance will be recognized on the recording. If I misinterpreted that, then please add my name to the register.

### **Response –**

All participants, on Zoom or in person, have been included in the published sign-in. Please see the previous response regarding project budget.

4. Does the City anticipate the work going through construction phase services, or only through the provision of construction documents?

### **Response -**

While a successful proposer who partners with us through the provision of construction documents would be considered for construction phase services, there is no guarantee of work beyond the scope of the original contract.

5. On behalf of The Corradino Group. In Addendum #2, the question was, Question (#1)— Our firm has a temporary Professional Services Contract with the City's Planning Department. Will this be a conflict of interest as a subconsultant?

The Response— Yes, this would be considered a conflict of interest.

We do not believe Corradino has a conflict of interest because of our General Planning contract with the City of Key West. These are the contracted tasks:

## EXHIBIT D

- A. Development Review/Current Planning functions
- B. Long-range planning/policy functions
- C. Occasional/emergency Director functions
- D. Compliance and Regulatory Review
- E. Financial

None of these involve urban design. Further, if the results of the proposed urban design (unlikely), we will recuse ourselves from engagement. It is noted, on our urban design work on Las Olas Boulevard for the City of Fort Lauderdale, under similar contractual circumstances to the Key West Duval Street Economic Corridor urban design project, no conflict of interest occurred.

Can you please clarify this assessment further? Thank you for your time and effort.

### **Response -**

According to Florida Statute 112.313 (Attached) 'Standards of conduct for public officers, employees of agencies, and local government attorneys', the City Attorney's Office believes this is a conflict of interest based on the Florida Statute. The Corradino Group has an unfair advantage with their access to Planning files and City officials. This is not the same for companies solely working under the City's General Services agreement.

6. I am writing with a question regarding RFQ #22-004 for Duval Street Economic Corridor Resiliency and Revitalization Plan- Section C. Response Information.

Our team is very interested in submitting a proposal for this RFQ however, we were made aware of it too late and missed the mandatory pre-Submittal Meeting held on April 20<sup>th</sup>.

Given the meeting is listed as mandatory, does our firm's failure to attend disqualify us from submitting a proposal as the team lead / prime proposer?

### **Response –**

Yes

Also, would it be acceptable to have had a subconsultant firm that is being proposed to be part of the team attended the meeting instead?

### **Response –**

Yes, all proposers must have had some participation in the mandatory pre-bid meeting to qualify.

7. We would like to verify with the City of Key West that there are no conflicts of interest with our active work at the City and the Duval Street Economic Corridor Resiliency and Revitalization Plan (RFQ #22-004). Current contracts with the City include the General Engineering Services Agreement with the Utilities and Engineering Departments (and one Task Order with Historic Seaport & Marinas/Marine Services), and an Operations and Maintenance contract for the WTP. We do not hold any contracts with the Planning Department.



## EXHIBIT D

### Response –

A consultant currently working under a General Engineering Services Agreement may also apply to serve as a prime or subconsultant for a special project (may respond to an RFQ). However, a General Services consultant may not oversee their own firm's or colleagues' performance, taskings, or financial compensation in any way.

8. In section C. 14 Response Content of the RFQ (page 19), it states: Total proposal length (not including required forms, Sworn Statements, or Affidavits) will not exceed 15 double (30 single) side pages.

Question: are proposers permitted to include a folded 11x17 in. page with their submittal for a special purpose, for example a graphical *Organization Chart*? If allowed, would it count as 2 pages?

### Response –

Yes, an 11x 17 fold out is permitted and would count as two pages.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Stantec Consulting Services Inc.  
Name of Business

EXHIBIT D

**10** RESUMES

## EXHIBIT D Resumes

### THE STANTEC TEAM

Engaging the right people is the cornerstone of any successful project. With our team's experience, we are able to offer comprehensive, rapid, and cost-effective delivery. Our collective knowledge will enable us to efficiently assist you as needed. **Our team members are familiar with the City of Key West and the community and our team is comprised of experts in their field, able and ready to work on this project right away.**

We believe that people are the core of success. It is our people that solve problems, create solutions, and deliver results. For this contract, we have brought together a team with a multitude of experience working on similar contracts and projects. Our team has the technical experience and understanding required to successfully deliver this important project; individuals with a successful track record of working with communities in the development, refinement, and creation of key projects.

We are eager to devote our collective energies to your needs. Our commitment is unmatched, and our achievements are proven in:

- Civil engineering for resiliency and drainage
- Historic preservation
- Landscape architecture
- Managing public participation efforts
- Economic development & financial planning
- Multimodal planning
- Construction drawings for pilot segment

**Each of our team members is highly skilled in their area of expertise** and has direct and relevant experience. **Ramon** has overseen dozens of projects that include similar complexities as Duval Street; **Jared** has overseen major development in a National Register Commercial District; **Sean** has engineered numerous commercial corridor & downtown streetscape projects designed for the future; **Dana** is robust in engagement and well-established on the island; and **Juan** and **Allan** have authored manuals, and more importantly, guided, planned, and implemented Complete Streets, many within Historic Districts. Our team members, including those not listed above, have exceptional experience. We believe **we have organized the right team to deliver the right results to the City of Key West!**



Stantec

**Ramon Castella, PE, ENV SP, LEED AP**  
Principal in Charge / Program Manager

Ramon has 37 years of experience in urban public and private infrastructure projects throughout Florida and the Caribbean. His expertise includes programming, planning, analysis, design, preparation of construction documents, construction administration, and inspection and commission. His public works infrastructure project types include drainage, flood control, coastal construction, water and sewer systems, roads and bridges, public facilities, parks, project budgeting, and grants acquisition.

#### Education

- BS, Civil Engineering, Florida International University, 1985

#### Registrations

- Professional Engineer #40073, State of Florida
- Commonwealth of Puerto Rico (Estado Libre Asociado de Puerto Rico, Professional Engineer #11731
- EnvisionTM Sustainability Professional #16738
- LEED Accredited Professional, U.S. Green Building Council

#### Relevant Experience

- Ponce de Leon Improvement District, Coral Gables, Florida | Principal in Charge
- Crandon Boulevard Improvements, Key Biscayne, Florida | Principal in Charge
- South Miami Downtown Improvements, South Miami, Florida | Principal in Charge
- Transit Oriented Development District, South Miami, Florida | Principal in Charge
- Indian Creek Village Improvements, Indian Creek, Florida | Principal in Charge
- Golden Beach Capital Improvements Program, Golden Beach, Florida | Principal in Charge
- Caribbean Blvd. (Coral Sea Road to SW 87 Avenue) Cutler Bay, Florida | Principal in Charge
- Old Cutler Road (SW 97-87 Avenue), Cutler Bay, Florida | Principal in Charge
- Plantation Midtown Improvements and Greenway Transit Route Phase I, Plantation, Florida | Principal in Charge

## EXHIBIT D



Stantec

**Jared Beck**, AICP  
Planning Project Manager - Phase I

Jared brings a blended background as an urban planner that also includes past professional roles as an Executive Director of a merchant driven business district within a National Register Commercial District and as a Principal Preservation Planner managing both National and Local Historic Districts. Having spent much of the last 20 years with a career focused on redevelopment and community-based revitalization, his past roles and projects demonstrate his commitment to building successful communities for the future. He is also one of Stantec's public engagement specialists and has been heavily involved in numerous public projects in that capacity. Jared is a frequent speaker on urban redevelopment and has recently co-authored an award winning book on Florida residential architecture and development from the early 1900's to present day.

### Education

- BS, Landscape Architecture, Texas Tech University, 2000

### Registrations

- American Institute of Certified Planners #027911

### Relevant Experience

- Downtown Redevelopment of Old US 41, Bonita Springs, Florida | Project Planner
- Clewiston Main Street Revitalization Plan, Clewiston, Florida | Project Manager
- Cleveland Ave. Redevelopment Plan Implementation and Update, Fort Myers, Florida | Senior Planner
- Redevelopment Area Analysis & Recommendations, Fort Myers, Florida | Project Manager
- Dr. Martin Luther King, Jr. Boulevard Redevelopment Area Expansion and Plan Update, Fort Myers, Florida | Senior Planner
- Naples Vision Plan Assessment | Naples, Florida | Public Engagement
- Past Principal Preservation Planner | City of Fort Myers, Florida



Stantec

**Sean Compel**, PE, ENV SP,  
LEED AP  
Design Project Manager - Phase II

Sean has 20 years of experience in the planning, design, permitting and construction of civil engineering and site development projects. He has served as project construction administrator and project engineer for various roadway, drainage, water, sewer, underground electrical, and industrial projects. Clients include municipalities, state agencies, educational facilities, and private businesses. Responsibilities during construction include permitting, review of scheduling, and overall cost analysis.

### Education

- BS, Civil Engineering, University of Miami, 2002

### Registrations

- Professional Engineer #66618, State of Florida
- EnvisionTM Sustainability Professional #16738
- LEED Accredited Professional, US Green Building Council

### Relevant Experience

- Angela Street Reconstruction, Key West, Florida | Project Manager
- 20th Street Improvements, Key West, Florida | Project Manager
- Green Street Improvements, Key West, Florida | Project Manager
- King Fish Pier Improvements, Key West, Florida | Senior Civil Engineer
- Bight Floating Docks, Key West, Florida | Project Manager
- Caribbean Boulevard Roadway Improvements, Cutler Bay, Florida | Construction Administrator
- Palm and Hibiscus Islands Neighborhood Improvements, Miami Beach, Florida | Construction Administrator
- Indian Creek Village Entrance Improvements, Indian Creek, Florida | Construction Administrator



Adept

**Dana Pollitt**  
Outreach, Economic Development & Consensus Building Lead

Dana has 24 years of experience in influence marketing, business development and strategic communications and has participated in some of the nation's largest transportation and infrastructure projects. Dana currently serves as the Chair for the Broward County Office of Economic and Small Business Development Advisory Board, the Executive Board of the Downtown Fort Lauderdale Transp. Management Association, the Executive Board of Directors for Envision Uptown Inc., Vice-chair of the Fort Lauderdale Transportation & Infrastructure Committee, Fort Lauderdale Chamber of Commerce Government Affairs Committee, the City of Fort Lauderdale Executive Airport Advisory Board and the Sustainability Advisory Board. Dana is a member of the Riverwalk Trust, the Historic Stranahan House Museum and the Fort Lauderdale Chamber of Commerce. He has chaired the last two Transit Receptions in Broward County and has served multiple years as a Judge for the South Florida Sustainability Awards.

### Education

- MA, Management, Polytechnic University
- BA, Environmental Policy & Law, University of Kansas

### Relevant Experience

- City of Key West Advertising & Marketing Services Contract for Key West Historic Seaport | Brand Development and Management
- Go Broward Penny for Transp. Campaign | Brand Development and Management
- Broward County Census 2020 Marketing Campaign | Brand Development and Management
- Broward County Convention Center Hotel and Expansion | Brand Development and Management
- Broward County 2018 Port Everglades Master/Vision Plan Third Update | Community Outreach/ Stakeholder Liaison/PIO Support



## EXHIBIT D



PlusUrbia

**Juan Mullerat**, AIA, APA,  
CNU, NCI  
Planning & Design Lead

Juan is an urban planner and architectural designer with 22 years of experience. He has completed many transit-oriented development, complete streets, corridors, planning, park/open/civic space and zoning code projects around the world. Juan excels at leading public workshops that have resulted in award-winning master plans, development projects and land use policies on a variety of scales. Juan frequently lectures on context-sensitive, healthy and transit-oriented design. His projects have been published in dozens of books, magazines, newspapers and websites.

### Education

- MA, Architecture, University of Miami, 2004
- MA, Urban Design, University of Miami, 2004
- BA, Urban Studies, University of North Carolina, 2000
- BA, Architecture, University of North Carolina, 1999

### Registrations

- American Planning Association (APA) Florida Chapter - Gold Coast Section
- American Institute of Architects (AIA) Associate Member/Miami Chair of Urban Design
- Congress for New Urbanism (CNU) Member

### Relevant Experience

- Wynwood Neighborhood Revitalization District Miami, Florida | Project Manager
- Hialeah Complete Streets Plan, Hialeah, Florida | Project Manager
- Little Havana Revitalization, Miami, Florida | Project Manager
- Village of El Portal Form-Based Code, El Portal, Florida | Project Manager
- Urban Design for I-395 Heritage Trail Design-Build Miami, Florida | Project Manager



PlusUrbia

**Bruno Carvalho**, ASLA, AICP  
Landscape Architecture Lead

During his diverse career in urban design, master planning and landscape architecture, Bruno has been engaged in a wide variety of projects throughout the United States. He is well versed in a broad range of professional design experience from intimate personal landscapes to big picture master plans. His success as a design professional stems from emphasizing a collaborative approach to projects, building long-lasting relationships with clients, and a passion for great design. Bruno's work strives to reach the optimum solution for each unique project, with the idea that no two design solutions are alike.

### Education

- BS, Landscape Architecture, Virginia Polytechnic Institute and State University, 1998

### Registrations

- Certified Landscape Architect in Maryland and Virginia
- American Institute of Certified Planner

### Relevant Experience

- Homestead Downtown Streetscape Master Plan, Homestead, Florida | Landscape Architect
- Washington Blvd Streetscape, Miami Beach, Florida | Landscape Architect
- 71st Street, Normandy Drive Streetscape, Miami Beach, Florida | Landscape Architect
- Miami River Master Plan (Includes various streetscape plans), Miami, Florida | Landscape Architect
- Coral Way Master Plan, Miami, Florida | Landscape Architect
- Boynton Beach Blvd Streetscape and Boardwalk, Boynton Beach, Florida | Landscape Architect
- Palmetto Park Road Streetscape, FDOT District 4 | Landscape Architect
- 6th Avenue Streetscape, FDOT District 4 | Landscape Architect



Stantec

**John Malueg**, PE  
Resilience & Sustainability Lead

John performs resilience and disaster management work across North America. He is an expert in critical infrastructure risk identification, disaster response & hazard mitigation including grant funding (FHWA, FEMA, USACE and HUD) programs. John's knowledge and expertise stems from a 37-year career holding leadership and management positions in government and private consulting. His prior experience includes serving as a Stormwater Services Manager for Greensboro, NC, where he was on City's leadership team responsible for responding to two hurricanes.

### Education

- BS, Civil and Environmental Engineering, University of Wisconsin, 1983
- BS, Water Biology, University of Wisconsin, 1980

### Registrations

- Professional Engineer #15642, State of Kentucky

### Relevant Experience

- Tottenville Beach Recovery and Restoration, Staten Island, New York | Project Manager
- Resilience-Sustainable-Innovative West Villages Design Mattamy Homes, Venice, Florida | Project Manager
- HUD National Disaster Resilience Completion (NDRC) Phase 2, Nationwide | Technical Advisor
- "CRUNCH" Climate Resilience Urban Nexus Choices Grant with FIU, Florida | Technical Advisor
- Green Infrastructure (CSO 419) Master Plan, Cincinnati, Ohio | Senior Technical Advisor
- Nine Transit Stations Sandy Repair Resiliency Engineering Services, New York | Task Leader - Risk Mitigation
- Critical Infrastructure Wastewater Facilities Coastal Flood Risk Vulnerability Assessment, Cape Coral, Florida | Technical Advisor

## EXHIBIT D



S+A

**Allen Shulman**, FAIA, LEED AP  
Historic Preservation Lead

Allan has 32 years of experience in architecture, interior design, urban design, and historic preservation. As founding principal of Shulman + Associates, he has focused primarily upon design and strategy, including complex renovation and expansion projects, hospitality planning and design, residential works, historic preservation and research consulting and urban design. Rooted in Miami, Shulman has been at the forefront of redevelopment in the city. Shulman is also a Professor at the University of Miami School of Architecture, and author of many books about the history and evolution of South Florida. He lectures internationally and has organized numerous conferences and exhibitions on regional design themes, as well as several charettes and conferences that tackled issues of historic preservation, sea level rise and resiliency planning.

### Education

- MA, Architecture, University of Miami, 1993
- BA, Architecture, Cornell University, 1985

### Registrations

- Registered Architect # AR0012763, State of Florida
- LEED Accredited Professional, U.S. Green Building Council

### Relevant Experience

- Buoyant City: Historic District Resiliency & Adaptation Guidelines | Principal-in-Charge
- Resilient Rehab: A Guide to Historic Buildings in Miami-Dade County | Principal-in-Charge
- North Beach Village (Fort Lauderdale) Tactical Revitalization Plan | Principal-in-Charge
- Downtown Little Haiti Opportunity Zone Master Plan, Miami | Principal-in-Charge
- Buena Vista West Master Plan, Miami | Principal-in-Charge
- A Vision for Lincoln Lane, Miami Beach | Principal-in-Charge



Stantec

**Chris Benitez**, PE, PTOE, RSP  
Mobility & Transit Lead

Chris has 15 years of experience in transportation planning, traffic and safety engineering, PD&E Studies, Interchange Access Requests, Efficient Transp. Decision Making process, transit planning, public involvement support, in-house consulting, and managing on-call/Districtwide contracts. He has worked on projects for FDOT, Miami-Dade Transportation Planning Organization, Broward Metropolitan Planning Organization, Miami-Dade Expressway Authority, South Florida Regional Transportation Authority, and local governments within South Florida.

### Education

- BS, Civil Engineering, Florida International University, 2006

### Registrations

- Professional Engineer #74035, State of Florida
- Certified Professional Traffic Operations Engineer #4286, Transp. Professional Certification Board Inc.
- Road Safety Professional #323, Transportation Professional Certification Board Inc.

### Relevant Experience

- Doral Central Park Traffic Study, Doral, Florida | Lead Traffic Engineer
- Traffic Flow Modification Study at Stillwater Drive and 79 Street, Miami Beach, Florida | Project Manager
- Traffic Calming Study at SW 74 St., South Miami, Florida | Project Manager
- Miami Springs Pedestrian Crossing Feasibility Study, FDOT District 6 | Project Manager
- Franjo Road, Gulfstream Road and Cutler Ridge Drive Traffic Calming Study | Project Manager
- Beach Corridor Transit Connection, FDOT District 6 | Project Manager
- Miami Trolley System Development | Deputy Project Manager
- National Transit Database Revenue & Shuttle Bus Capitalization Analysis, SFRTA | Project Engineer



Stantec

**Carlos Herdocia**, PE, LEED AP  
Civil Design Lead

Carlos has 33 years of experience in developing residential, commercial and highway roadway and drainage plans. This experience includes traffic calming, resurfacing and reconstruction plans, drainage design studies and reports, maintenance of traffic, signalization, lighting and signing and marking plans.

### Education

- BS, Civil Engineering, Florida International University, 1988

### Registrations

- Professional Engineer #47660, State of Florida
- LEED Accredited Professional, U.S. Green Building Council

### Relevant Experience

- 20th Street Improvements, Key West, Florida | Project Manager/EOR
- Greene Street Improvements, Key West, Florida | Project Manager/EOR
- King Fish Pier Improvements, Key West, Florida | Project Manager/EOR
- Floating Dock at Garrison Marina, Key West, Florida | Project Manager/EOR
- Capital Improvements Program, Golden Beach, Florida | Senior Civil Engineer
- Residential Street Closure and Traffic Study, Bay Harbor Islands, Florida | Senior Civil Engineer
- Gulfstream Road Improvements, Cutler Bay, Florida | Project Manager/EOR
- City of Miami District 3 Street Improvements, Miami, Florida | Project Manager/EOR
- John F. Kennedy Causeway Redevelopment, North Bay Village, Florida | Senior Civil Engineer
- Crandon Boulevard Master Plan, Key Biscayne, Florida | Senior Civil Engineer
- Traffic Calming Devices and Right of Way Improvements (Phases I and II), Doral, Florida | Project Manager

## EXHIBIT D



Stantec

### Lara Freeman

Financial Opportunities/  
Funding Lead

Lara is experienced in water and wastewater funding, resilient infrastructure, institutional knowledge management, and organizational network analysis. She has developed and delivered projects across sectors, providing organizational, regulatory, financial, compliance and operational assistance to municipal infrastructure and environmental projects. Lara assists clients identifying and secure funding for infrastructure and environmental projects and has successfully implemented many regulatory, financial and public programs. She is proficient with project management, agency coordination, development, and management of alternative funding programs for projects.

#### Education

- MBA, Northern Kentucky University - Accelerated MBA Program, 2022
- BS, Applied Microbiology, Bowling Green State University, 1999

#### Relevant Experience

- Louisville Water Company Funding Assistance, Louisville, KY | Project Manager and Technical Lead
- North Buffalo Creek Watershed Study, Greensboro, NC | Funding Lead
- WIFIA Funding Letter of Interest, Louisville, KY | Technical Lead
- Lucas County Stormwater Utility, Lucas County, Ohio | Project Manager/Technical Lead
- Lima Stormwater Utility, Lima, Ohio | Project Manager
- Georgetown Stormwater Feasibility Study, Georgetown, Kentucky | Project Manager
- Violet Twp. Stormwater Water Utility Feasibility Study, Violet Twp, Ohio | Project Manager/Technical Lead
- City of Chattanooga Regional Resilience Plan, Chattanooga, TN | Technical Support



Stantec

### Marlon Medina, PE, CFM

Stormwater Management Lead

Marlon has 14 years of experience in the design of civil engineering systems including drainage, paving, and utilities for large-scale projects. He has served as project engineer for various drainage, water, sewer, underground electrical, and industrial projects. His experience has allowed him to effectively deliver projects satisfying all owner requirements. He is proficient at various software packages including Microsoft Project, MBR (SFWMD Multi-Basin Routing Software), Flowmaster, AutoCAD, AutoTurn, and EaglePoint.

#### Education

- BS, Civil Engineering, Florida State University, 2008

#### Registrations

- Professional Engineer #77052, State of Florida
- Florida Certified Floodplain Manager #US-12-0674

#### Relevant Experience

- Old Cutler Road (SW 97-87Avenue), Cutler Bay, Florida | Project Engineer
- Citywide Assessment of all City Owned Roadways, Coral Gables, Florida | Project Engineer
- Caribbean Boulevard (Coral Sea Road to SW 87Avenue), Cutler Bay, Florida | Project Engineer
- NW 2nd Ave Wastewater Meter , North Miami Beach, Florida | Project Engineer
- Lift Station 122, 128, and 210 Rehabilitation, Sunrise, Florida | Engineer of Record
- Pelican Marsh Irrigation Pump Station Improvements, Collier County, Florida | Project Manager
- Palmetto Bay Drainage Imp. Phase V, Palmetto Bay, Florida | Project Engineer
- Pump Station Imp. Program (PSIP), PS#0698, #0494, #0124 Miami-Dade County, Florida | Project Manager



Stantec

### Bill Stuckey, PE, PMP

Construction Management Lead

Bill has 22 years of experience in the construction and engineering field, with most of that time providing CEI services. He is extremely versed in both road and bridge construction. Bill offers experience in many other construction-related areas including D/B projects, quality control and assurance, contract administration, project scheduling, project documentation, materials testing, and surveying.

#### Education

- BS, Civil Engineering, The Citadel Military College of South Carolina, 1998

#### Registrations

- Professional Engineer #60271, State of Florida

#### Relevant Experience

- Duval Street and Greene Street Paving, Key West, Florida | Senior Project Engineer
- 20th Street and Greene Street, Key West, Florida | Senior Project Engineer
- Roosevelt Bridge Structural Monitoring Construction Management, FDOT District 4 | Senior Project Engineer
- Peter P. Cobb Memorial Bridge Rehabilitation, FDOT District 4 | Senior Project Engineer/Project Administrator
- Spanish River Interchange, FDOT District 4 | Senior Project Engineer
- Turnpike Reconstruction, Florida's Turnpike Enterprise | Senior Project Engineer
- Atlantic Avenue Interchange, Florida's Turnpike Enterprise | Senior Project Engineer
- SR 80 Corridor Projects, FDOT District 4 | Senior Project Engineer
- I-95/PBIA Interchange, FDOT District 4 | Senior Project Engineer
- Ernest Lyons Bridge, FDOT District 4 | Senior Project Engineer



EXHIBIT D





# EXHIBIT E



**Stantec Consulting Services Inc.**  
901 Ponce de Leon Boulevard, Suite 900, Coral  
Gables FL 33134-3070

May 3, 2023

City of Key West  
1300 White Street  
Key West, Florida 33040

**Attention: Katie Halloran, Planning Director**

**Reference: Duval Street Plan**

Dear Ms. Halloran,

We are pleased to present this proposal of professional services for your consideration. We look forward to the opportunity to continue to be of service to the City of Key West.

**Description of Project:**

Duval Street, at fourteen blocks long, is the “Main Street”/Central Business District for the City of Key West. It is part of the Key West Historic District and world renowned for its’ parades and nightlife. However, extensive renovations have not been performed on Duval Street for over 40 years. The goal of this Project is to coordinate with the community to plan renovations that will preserve and augment this historic corridor for leisure and commerce while improving its resilience and infrastructure, with special attention to risks from sea level rise and flooding. This program is expected to be implemented over a period of ten (10) years.

The Corridor consists of not only Duval itself, but the side streets that cross Duval between the boundaries of Simonton and Whitehead Streets. Also, for wayfinding and placemaking purposes, the connections between the Duval corridor and other important destinations like Sunset Celebration at Mallory Square, the Historic Seaport, Bahama Village, Clinton Square and Truman Waterfront should be considered in the design and concept plans.

**Scope of Services:**

The required services for this project include the following. Please note that this is an integrated and interactive process, and the order shown below does not necessarily represent the order of execution or completion.

1. Civil engineering for resiliency and drainage
2. Topographic Survey, Data Extraction & Mapping
3. Multimodal planning
4. Historic preservation
5. Streetscape / Landscape architecture
6. Managing public participation efforts
7. Resiliency and Revitalization Plan



**Duval Street Economic Corridor**

The narrative in the following sections describe expected components of the desired Resiliency and Revitalization Plan, final conceptual plans, and ultimately, the pilot segment construction drawings.

### **Task 1 – Vulnerability Assessment**

Duval Street is a major storm water collection point for several watersheds located within Old Town and particularly vulnerable to hurricane and other windstorm events. In addition, surface elevations at the north and the south ends of Duval are relatively low and are periodically inundated with higher high tides and large rainfall events. A key portion of the revitalization effort will be centered around improving drainage infrastructure along the Duval Street Corridor with an emphasis on addressing the impacts of potential sea level rise and storm surge. The key components of this section include:

#### **Sub-tasks / Deliverables:**

- 1. Vulnerability Assessment:** Analyze the risks and threats associated with the effects of natural disasters and sea level rise within the Duval Street Corridor through multiple scenarios consistent with the guidance set forth in the Florida Department of Environmental Protection’s “Florida Adaptation Planning Guidebook” dated June 2018, or F.S. 380.093, such as 2040 and 2070. Inundation maps shall be produced for each model scenario contemplated (e.g., 2040 and 2070). In addition, the effects of increasingly severe weather, such as the 100-year, 1-day and 500-year, 1-day storm events, and storm surge shall be analyzed. Other critical assets, as defined by F.S. 380.093, within the project limits will also be included in the analysis. The data produced from this analysis will be utilized to inform adaptation strategies. The level of accuracy of the results will be based on the source data and on-line tools available. Only available and applicable on-line tools and data, along with City- provided data (such as FEMA repetitive flood loss information) or surveys, will be used in the analysis.
- 2. Adaptation Strategies:** Based on the results of the Vulnerability Assessment, Adaptation Action Areas (AAA’s) will be developed. Within the AAA’s, various strategies and systems shall be devised to mitigate the effects of future sea level rise. The strategies developed will inform the implementation of a stormwater capital improvement plan. This will include an analysis to show how green and grey infrastructure might be utilized to address flooding from sea level rise along the Duval Street corridor.
- 3. Conceptual Stormwater Infrastructure Improvements Plan:** The Adaptation Plan shall be cross-referenced with the City’s Stormwater Master Plan (SMP). The City’s 2012 Stormwater Master Plan computer model will be made available to us for the project team’s review of Duval Street and tributary basin systems, and analysis of the effects on the Stormwater Level of Service for the proposed adaptation strategies and proposed Duval Street Corridor stormwater infrastructure improvements. The project team will rely on this 2012 Master Plan and model to represent a comprehensive inventory of existing stormwater infrastructure, to be supplemented by a visual observation of aboveground conditions. All recommended capital improvements associated with drainage and stormwater (such as pump stations, injection wells, etc.) within the Duval Street Corridor shall be located in schematic format and coordinated and calibrated with other ongoing and planned projects, such as tidal valve and injection well installations in the area, to ensure systems optimization. These improvements shall be incorporated into the overall Implementation Plan.

**Deliverables:** Vulnerability Assessment, Adaptation Plan and Conceptual Stormwater Infrastructure Improvements Plan to be incorporated into the Duval Street Master Plan.

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## **Task 2 – Topographic Survey Data Extraction and Mapping**

Utilizing the registered point cloud data file provided by the city, this task will include the topographic survey data extraction and mapping of the Duval Street corridor. This includes all cross streets to the near edge of Simonton and Whitehead Streets (Simonton and Whitehead Streets will not be included).

### **Sub-tasks / Deliverables:**

1. **Data Extraction:** we will extract data points and line work from the provided registered point cloud data file. This point cloud will be tied to the desired datum with point density sufficient for this task. The data extraction will include all visible above ground improvements including but not limited to visible utilities, poles, fences, wall structures, edge of pavement, curbing and solid surfaces within the approximate Right of Way and up to the occupation line along the approximate Right of Way. Mapping will also include improvements 25 feet +/- up adjacent intersecting side streets. Data extraction accuracy and completeness will be dependent on the density and coverage area of the point cloud provided. Items excluded from this task include property mapping, right of way mapping, overhead utility lines and underground utilities. Trimble Office and Leica Cyclone software will be used for the data extractions.
2. **3D Surface File:** A 3D surface file will be created in AutoCAD Civil 3D from the extracted data. Data will be extracted from cross-sections at approximately 25-foot stations along with additional points as needed. A surface file and XML file will be provided.
3. **AutoCAD Civil 3D:** All data points and line work from the point cloud will be exported into a format that can be uploaded into AutoCAD. The final mapping will be completed in AutoCAD Civil 3D and will include plan features and surface features.
4. **Finished Floor Elevation:** Finished Floor Elevations of adjacent building at or near the entrance door will be shown if visible in the point cloud data.

**Deliverables:** AutoCAD Civil 3D files for use in conceptual, detailed, and later construction drawings for the following tasks and project phases.

## **Task 3 – Multimodal Planning**

This task will include analyzing all visitor, employee, and commercial trips related to the corridor to include pedestrian, bicycle, trucks, and delivery (including recreational vehicles), emergency vehicles, and micromobility traffic (scooters, e-bikes, etc). The project team will recommend improvements to enhance the pedestrian experience on Duval Street while also improving accessibility and safe circulation despite its multi-modal environment. Vehicle and bicycle parking, loading, queuing, and drop-off locations should be designed to maximize turnover and economic prosperity, while reserving space for landscaping and other features. With public input, the project team will make recommendations including specific design solutions and ordinance changes to reduce single occupancy vehicle trips within the Duval Street economic corridor study area.

**Sub-tasks / Deliverables:****1. Data Collection:**

- a. Desktop review of the project corridor to understand roadway characteristics using google earth, roadway as-builts, and available traffic data from the Florida Department of Transportation (FDOT) Florida Traffic Online tool
- b. Roadway tube vehicle classification counts for a seventy-two (72)-hour period placed in approximately two (2) locations along the Duval Street corridor. The locations may include:
  1. Duval Street north of Truman Avenue
  2. Duval Street north of Eaton Street
- c. Video Cameras at four (4) intersections for eight (8) hours to collect intersection turning movement and crosswalk activity from various modes such as:
  1. Passenger vehicles
  2. Trucks
  3. Bicycles
  4. Pedestrians
- d. Field observations during one (1) day to assess areas and times where people gather and in general locations and general traffic conditions. The day will be selected based on coordination with the City. Assume a morning / afternoon / evening observation for sessions. The field observations will also be used to identify existing bike and scooter parking and utilization use (legal or illegal such as designated bike racks or secured to trees).
- e. Crash data along the corridor within a five (5)-year period
- f. Coordinate with the cruise terminal to assess typical cruise ship alightings and boardings activity and peak seasons.
- g. Collect delivery truck information through on-site review, information provided by the City, and discussions with property owners.
- h. We will request data from rideshare companies (Uber / Lyft) for drop-off's located on Duval Street. Note, these companies are not always willing to share detailed information.
- i. Identify parking capacity based on a desktop review, and aggregated as:
  1. Identification of existing on-street parking located on Duval Street.
  2. Identification of existing on-street parking located within two blocks of either side of Duval Street and one parallel street on either side.
  3. Identification of existing public parking spaces within city-owned and private parking lots and garages within one-quarter (1/4) mile.
- j. Coordinate with the City of Key West to obtain Key West Transit boarding and alighting data by route.

**2. Multimodal Existing Conditions Assessment (conceptual block by block analysis):**

- a. Assess travel patterns and circulation based on the data collection activities such as vehicular traffic, truck traffic, pedestrians, bicyclists, micromobility, and determination of peak hours of activity.
- b. Through on-site review, information provided by the City and discussions with commercial property owners, we will seek to identify the primary delivery drop-off locations and times. From this, we will be able to begin evaluating opportunities for designated delivery locations such as specific delivery time restrictions.
- c. Safety analysis with crash data



### **3. Conceptual Multimodal Improvements Plan:**

- a. Identify mobility improvements for pedestrians.
- b. Identify opportunities for bike and scooter parking, loading, and unloading zones, on-street parking, drop-off and queuing locations.
- c. Identify safety improvement opportunities.
- d. Develop an overall conceptual multimodal plan for the length of the street and review for overall cohesiveness.

**Deliverables:** Data Collection Compilation, Multimodal Existing Conditions Assessment, and a Conceptual Multimodal Improvements Plan

### **Task 4 – Historic Preservation**

Key West hosts the largest Historic District in the State of Florida, but it is vulnerable to sea level rise, king tides, drainage issues and wind destruction during severe windstorms and hurricanes. Duval’s historic structures and sites create a unique sense of place and must be preserved to maintain the historic urban context that makes Key West so unique and fuels the island’s economy. Based on the findings of the Vulnerability Assessment, this task will focus on developing the strategies for future preservation and adaptation of historic structures within the downtown area.

To better understand how to preserve corridor structures and sites, the project team shall evaluate the Key West Historic Architectural Guidelines, as well as the Secretary of Interior’s Standards. We will consult with the City’s Historic Preservation Planners to identify all contributing or historic structures in the affected project area and conduct a field / online survey of all structures spanning a one block minimum on either side of the Duval Street right-of-way. Consulting with the City’s Historic Preservation Planner, the project team will develop the proposed strategies to incorporate into the revitalization and resiliency plan.

#### **Sub-tasks / Deliverables:**

1. **Building Type Analysis:** the analysis will include form, materials, height, and defining features.
2. **Existing Conditions Assessment:** compile an existing buildings assessment that may include photo documentation, analytical drawings, evaluate distribution of building types, among others.
3. **Conceptual Resiliency Plan:** develop a conceptual resiliency plan specific to the context of Duval Street and surrounding conditions and threats.
4. **Best Practices:** prepare an overview of Best Practices demonstrated throughout other communities around the world and their strategies to combat sea level rise in historic districts.
5. **Resiliency Approaches and Strategies:** evaluate resiliency approaches and strategies and identify short-term, mid-term, and long-term adaptation strategies. Using the existing Key West Historic Architectural Guidelines, develop proposed recommendations to amend Guidelines specific to the Duval Street Corridor for review and future adoption that address: related to resiliency and preservation

**Deliverables:** Building Type Analysis, Existing Conditions Assessment, Conceptual Resiliency Plan including Resiliency Approaches and Strategies, Best Practices Overview, and Proposed Recommendations to Amend Architectural Guidelines

### **Task 5 – Streetscape/Landscape Architecture**

The City wishes to apply Complete Streets or similar multi-modal design standards to ensure a unique and comfortable experience for all Duval Street corridor users, while integrating the unique character of Key West into the overall design. Innovative green infrastructure and low impact development strategies (i.e., shade trees and native vegetation, rain garden curb extensions, porous asphalt, etc.) will be incorporated to reduce stormwater run-off, urban flooding and the urban heat island effect as well as to improve the ecological value of the corridor. Designs will contemplate lighting, street furniture, a cohesive system for managing commercial deliveries, as well as trash, recycling and newspaper receptacles, wayfinding and interpretive signage, comfort areas, as well as other arts integrated amenities.

The Resiliency and Revitalization Plan will include a comprehensive wayfinding and signage strategy, including well developed designs and suggested materials. This plan will be closely coordinated with the local arts and business community and City of Key West Historic Preservation staff. This work will include recommendations on how to improve accessibility to the Corridor, and how to connect corridor visitors to the waterfront, Petronia Street, the Southernmost Point, Truman Waterfront Park, Sunset Celebration, Clinton Square, and the Historic Seaport.

Building from the analysis completed in the Civil Engineering, Multimodal Planning, and integrating the Historic Preservation findings / recommendations, the project team will begin developing a streetscape program per block along the corridor.

#### **Sub-tasks / Deliverables:**

1. **Initial Conceptual Design Alternatives:** prepare multiple (up to three (3)) planning-level conceptual alternatives and the formulation of an achievable design (“Placemaking”) resulting from a melding of urban design, landscape architecture, urban planning, resiliency, historic preservation, and engineering principles.

General approaches will include iconic hardscape and softscape elements that incorporate green infrastructure, low impact development and minimize heat gain while enhancing the user experience for people biking and driving, and the inclusion of safe, comfortable pedestrian infrastructure. Existing and future on-street parking options along the corridor and loading / unloading zones will need to be examined and incorporated into the design alternatives.

2. **Concept Refinement and Preferred Schematic Design:** based on public input and guidance the project team will prepare one (1) final design concept, including an alternatives analysis and final concept plan. Revisions shall be per City and community review, with the final conceptual plan and final renderings.

Placemaking for Duval Street will include the general locations of design elements including but not limited to street furniture, wayfinding, crosswalk locations and treatments, iconic/placemaking elements, and hardscape and softscape elements. General conceptual “looks” of elements used to create “Identity,” such as lighting, seating, options for plantings, and patterns, will be included in the visual representation of the future corridor. The final conceptual design will include a thematic core vision as “Imagined” that will ensure unity in urban design, allow for programmatic space variations, and provide cohesive branding in an iconic, easily identifiable streetscape.

- 3. Conceptual Design – Typical Sections:** develop fourteen (14) street sections based on the final conceptual design for the proposed Duval Street.

**Deliverables:** Duval Street Conceptual Roadway Plan Alternatives (up to three (3)) and Conceptual Roadway Plan Renderings (up to three (3)), Preferred Rendered Master Plan (one (1)), Preferred Rendered Aerial View (one ((1))), Preferred Rendered Detailed Street level-view (one ((1))), and Duval Street Cross-sections (up to fourteen (14)).

### **Task 6 – Public Engagement**

The goal of the public participation effort is to maintain an open line of communication that will encourage cooperation from the community, ensure responsiveness to community needs and help mitigate disruptive impact to stakeholders. The project team will work with stakeholders in creating big picture goals and help incorporating agreed-upon concepts that will result in final plans for Duval Street. Marketing and branding materials used throughout the project will embody the project goals and help to unite the community as the vision becomes reality. At the core of this study is a visioning process. While it is important to provide the public with context, it must also be of a relatable quality that allows them to immerse or imagine themselves in the vision. The use of infographics, renderings, 3D designs, and other graphical approaches are important to this process and will be incorporated in marketing and branding materials as they are developed.

The approach to public engagement consists of a combination of strategies, and at a minimum include: four (4) public workshops or planning charrettes, ten (10) stakeholder meetings and ten (10) City Steering Committee or staff meetings at City provided venues.

#### **Sub-tasks / Deliverables:**

1. Perform Data Collection & Discovery
2. Develop a Community Awareness Plan (CAP)
3. Create Branding, graphic design, imagery, theming, flyers, banners, and invitations to support public engagement.
4. Develop Project website with interactive mapping.
5. Develop and implement a social media plan.
6. Conduct a Digital survey.
7. Distribute mailers and other notifications within the corridor.
8. Conduct up to four (4) public workshops or planning charrettes.
9. Conduct ten (10) stakeholder meetings.
10. Conduct ten (10) City Steering Committee or staff meetings.

**Deliverables:** Social Media Plan and Deployment, Digital Survey, Project Website with Interactive Mapping, Branding and Graphics to Support Public Engagement Activities, Stakeholder Meetings, Steering Committee Meetings, and Public Workshops

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## **Task 7 – Resiliency and Revitalization Plan**

The work product, and results of Tasks 1 through 5 above will be presented in a Resiliency and Revitalization Plan Report to be submitted in Draft and then Final form.

Additional elements included in the Resiliency and Revitalization Plan will also include:

1. Recommended capital improvements shall be identified and prioritized into a multi-year capital improvement plan. Cost estimates shall be developed per project and shall include the following parameters: survey, design, environmental consulting, construction engineering and inspection (CEI). All projects shall have potential environmental permits identified. Projects that are expected to be implemented beyond the ten (10) year time frame shall be listed along with conceptual cost estimates.
2. The project team will develop a funding strategy and guide the City to obtain grants and develop sources of revenue to finance project construction and maintenance. The project team will assist the City to specifically delineate how each phase of construction could be funded. Alternate funding source recommendations should encompass Business Improvement Districts, municipal bonds, and other methods.

**Deliverables:** Duval Street Resiliency and Revitalization Plan

**Schedule:** See attached Schedule / Timeline – estimated 12-month duration for Tasks 1 through 7.

**Fees:** Fees per Task shall be per the table shown below. These fees were derived based on the attached Manhour and fee breakdown, but will be considered as Lump Sums, and shall be invoiced to you based on percentage completion per task/sub-task, on a monthly basis.

<b>Task</b>	<b>Fees</b>	<b>Hours</b>	<b>Expenses</b>	<b>Total</b>
Task 1 - Civil Engineering for Resiliency Planning and Drainage Services	\$144,680	922	\$1,250	\$145,930
Task 2 - Topographic Survey, Data Extraction & Mapping (1)	\$49,119	337	\$0	\$49,119
Task 3 - Multimodal Planning	\$74,452	502	\$18,000	\$92,452
Task 4 - Historic Preservation	\$139,120	776	\$1,250	\$140,370
Task 5 - Streetscape/Landscape Architecture	\$174,466	1,250	\$5,000	\$179,466
Task 6 - Managing Public Participation Efforts	\$153,297	855	\$22,460	\$175,757
Task 7 - Resiliency and Revitalization Plan	\$41,574	236	\$6,250	\$47,824
<b>Total:</b>	<b>\$776,708</b>	<b>4,541</b>	<b>\$54,210</b>	<b>\$830,918</b>

(1) This task will be authorized by City staff as needed and will be billed on an hourly basis not to exceed a total of \$49,119.



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*\*Note: additional workshops may be added at an approximate cost of \$11,358. Additional Stakeholder or Steering Committee meetings may be added at an approximate cost of \$2,342. These assume representation by the various disciplines within the project team. Reduced participation by project team disciplines will reduce the approximate cost.*

*Ongoing weekly or bi-weekly coordination calls with City staff are included in each task and are not considered Stakeholder or Steering Committee meetings.*

## **Terms and Conditions:**

All terms and conditions shall be as included in the Sample Contract / Agreement included in Appendix A of RFQ # 22-004. We are ready to begin working on this assignment upon your authorization to proceed. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed with the assignment.

Thank you,

**Stantec Consulting Services Inc.**



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