



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

CHANGE ORDER

CHANGE ORDER NO. 02

CHANGE ORDER DESCRIPTION Design Scope Addition & Deduction

PROJECT NAME: Southernmost Point Plaza Project

PROJECT CODE: IS19002401/101-1900-519-6300

CONTRACTOR NAME: BCC Engineering

THE FOLLOWING MODIFICATIONS TO THE CONTRACT ARE HEREBY ORDERED:
(Detail provided on additional page(s). Yes ☒ or No ☐)

CONTRACT VALUE

ORIGINAL CONTRACT \$ 291,135.95

PREVIOUS CHANGE ORDERS \$ 35,425.63

THIS CHANGE ORDER \$ -18,264.50

REVISED CONTRACT VALUE \$ 308,297.08

CONTRACT TIME (CALENDAR DAYS)

ORIGINAL CONTRACT DAYS

PREVIOUS CHANGE ORDERS DAYS

THIS CHANGE ORDER DAYS

REVISED CONTRACT TIME 0 DAYS

REVISED CONTRACT COMPLETION DATE: End of Construction

By:
City of Key West

Brian L. Barroso
Authorized Signature

Brian L. Barroso
Printed Name

City Manager
Title

8/6/2025
Date

By: BCC Engineering, LLC

Contractor Name DocuSigned by:
Victor Herrera
Authorized Signature

Victor Herrera
Printed Name

Sr. Vice President
Title

8/5/2025
Date

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

CHANGE ORDER #02
Southernmost Point Plaza Streetscape Project
City of Key West
RFQ 22-006

July 30, 2025

This Change Order between the City of Key West ("CITY") and BCC Engineering, LLC ("CONSULTANT") is pursuant to additions and removals to the original scope of services at the request of the CITY as part of the Southernmost Point Plaza Streetscape Project (RFQ 22-006).

The additional scope of services being requested are as follows:

- Task 1 – Permitting Services: The CITY has requested the CONSULTANT to provide Permitting Services in order to obtain the required permits from the South Florida Water Management District (SFWMD) needed for the proposed drainage design of the project.
- Task 2 – Utility Relocation: The CITY has requested the CONSULTANT to provide engineering plans for the relocation of one (1) utility pole within the project limits to an adjacent location provided by the CITY.
- Task 3 – ADA Directional Pavers: The CITY has requested the CONSULTANT to include ADA directional detectable warning pavers along the outside of the roadway, in both directions, in areas where a curb-less design is being proposed.

The additional effort required to provide these services are covered in this Change Order and outlined below.

ADDITIONAL SCOPE OF SERVICES

Task 1 – Permitting Services

- Submit SFWMD permit application along with necessary supporting documentation.
- Coordinate with SFWMD reviewers and attend any necessary meetings.
- Respond to RAls
- Obtain approved permit

Task 2 – Utility Relocation

- Investigate the possibility of relocating the last span of overhead utilities along South Street near the buoy to underground location.
- If underground relocation is not possible, relocate the last pole closest to the buoy to a location determined by the CITY.
- Identify existing overhead utilities not currently identified in the survey files.
- Coordinate with utility owners and obtain approval for relocations.
- Attend any necessary meeting with utility owners.

Task 3 – ADA Directional Pavers

- Research available paver sizes and colors.
- Coordinate with the City to determine desired size and color.
- Provide paver layout design in hardscape plans and include required details.
- Update quantities and cost estimate.

SCOPE OF SERVICES BEING REMOVED FROM CONTRACT

BCC Tasks

Public Involvement

- **Portion of Task 3 from Original Task Order (See EXHIBIT C)**
 - Preparation of a PowerPoint to present design plans at public meetings
 - Coordinate, schedule, and attend two (2) public meetings and prepare necessary materials.
- **Portion of Task 2 from Change Order #01(See EXHIBIT D)**
 - Update public meeting boards

Design Scope (Task 4 from Original Task Order) (See EXHIBIT C)

- Decorative Lighting & Outlet Plans
 - 75% of original Decorative Lighting & Outlet Plans fee to be removed from scope
 - 25% of original Decorative Lighting & Outlet Plans fee to remain since it was used for research, coordination, and sketches

Curtis + Rogers Tasks

Public Involvement (From Original Task Order) (See EXHIBIT C)

- Attend one (1) public meeting

Irrigation Plans (From Original Task Order) (See EXHIBIT C)

- Irrigation Plan, Notes & Details. A new system shall be specified if needed. A fully developed Irrigation plan, notes and details will be provided showing the locations and specifications of all heads, piping and valves and the estimated water use. The system will be designed with zones according to water use and include a rain sensor for water conservation.

Fee

Tasks 1 through 3 under the section above titled "ADDITIONAL SCOPE OF SERVICES" are to be added to the overall contract. CONSULTANT will perform all services described under Tasks 1 through 3 for a lump sum fee of **\$13,911.63**. See Exhibit A for fee estimate backup.

Tasks described under section titled "SCOPE OF SERVICES BEING REMOVED FROM CONTRACT" will no longer be performed by the CONSULTANT and will be removed from the overall contract. The Scope of Services that have been removed from the project total a lump sum fee of **\$32,176.13**. See Exhibit B for fee backup.

The overall contract deduct amount from this Change Order #2 totals an amount of **\$18,264.50**.

The Original Task Order fee of **\$291,135.94** was increased by **\$35,425.63** through Change Order #1 for a revised overall contract amount of **\$326,561.57**. This Change Order #2 will now deduct **\$18,264.50** from the revised overall contract for a new overall contract amount of **\$308,297.07**

Attachments

- Exhibit A: Additional Scope of Services Fee Estimate Backup
- Exhibit B: Scope of Services Removed Fee Backup
- Exhibit C: Original Task Order
- Exhibit D: Change Order #1

We appreciate this opportunity to provide these services for you. Please contact us if you have any questions.

Sincerely,

BCC ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read "A. List", is positioned below the company name.

Andrew List, PE,
Project Manager

WORK AUTHORIZATION

The City of Key West agrees with the above scope. **BCC Engineering, LLC** is hereby authorized to proceed.

City of Key West

Print: _____

Title: _____

Date: _____

BCC ENGINEERING, LLC

Print: _____

Title: _____

Date: _____

EXHIBIT A

Additional Scope of Services Fee Estimate Backup

7/23/2025

Task No.	Task Name	Rates	BCC Negotiated Rates																	Explanation Notes (Assumptions)
			Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Engineering Intern	Senior Design Technician	Design Technician	Senior CADD/Computer Technician	Utility Coordinator	Principal	Design Principal	Project Manager - Landscape Architect	Project Landscape Architect	Technical Landscape Architect/Drafting	Staff Hours By Activity	Staff Cost By Activity	Average Rate Per Task	
1	Permitting Services																			
	A. Project Management		0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	\$852.52	\$213.13	- Coordinate with CITY, Drainage EOR, and SFWMD. - Attend necessary meeting with CITY and SFWMD.
	B. Drainage Plans		3	0	3	15	0	1	3	1	0	0	0	0	0	0	26	\$4,534.24	\$174.39	- Fill out Notice of Intent. - Submit SFWMD permit application along with necessary supporting documentation. - Coordinate with SFWMD reviewers and attend any necessary meetings. - Respond to RAIs. - Obtain approved permit.
2	Utility Relocation																			
	A. Project Management		0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	\$852.52	\$213.13	- Coordinate with CITY, Electrical Engineer, and Utility Coordinator. - Attend necessary meeting with CITY and utility owners.
	B. Utility Coordination		0	0	0	0	0	0	0	0	5	0	0	0	0	0	5	\$918.95	\$183.79	- Identify existing utilities not identified on survey - Coordinate with utility owners to identify proposed relocation - Obtain relocation approvals from utility owners
	C. Utility Adjustment Plans		0	0	4	8	0	0	1	1	0	0	0	0	0	0	14	\$2,303.40	\$164.53	- Coordinate with CITY for proposed location of utility pole. - Provide engineering plans for relocation of utility pole.
3	ADA Directional Pavers																			
	A. Research Pavers and Select		0	0	0	0	0	0	0	0	0	1	0	4	0	0	5	\$950.00	\$190.00	- Reach out to vendors to see what sizes and color pavers are available.
	B. Layout Pavers in Hardscape		0	0	0	0	0	0	0	0	0	0	0	8	0	0	8	\$1,400.00	\$175.00	- LA to layout where pavers will be placed along the roadway. - Develop details for installation.
	C. Draft Changes to Hardscape Plans & Add Details		0	0	0	0	0	0	0	0	0	0	0	0	0	17	17	\$1,420.00	\$83.53	- Drafter will add pavers to hardscape plans and add details.
	D. Incorporate New Hardscape Plans into Planting Plans and Reprint		0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	\$680.00	\$85.00	- Incorporate changes into planting plans and reprint all sheets.
	Subtotal		3	8	7	23	0	1	4	2	5	1	0	12	0	25	91	\$13,911.63	\$152.88	
Total Staff Cost (Loaded)			\$795.00	\$1,705.04	\$1,304.10	\$3,770.62	\$0.00	\$201.20	\$546.72	\$220.00	\$918.95	\$250.00	\$0.00	\$2,100.00	\$0.00	\$2,125.00	-	\$13,911.63	\$152.88	

EXHIBIT B

Scope of Services Removed Fee Backup

7/23/2025

Task No.	Task Name	BCC Negotiated Rates																		Explanation Notes (Assumptions)
		Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Engineering Intern	Senior Design Technician	Design Technician	Senior CADD/Computer Technician	Utility Coordinator	Principal	Design Principal	Project Manager - Landscape Architect	Project Landscape Architect	Technical Landscape Architect/Drafting	Staff Hours By Activity	Staff Cost By Activity	Average Rate Per Task		
		Rates	\$265.00	\$213.13	\$186.30	\$163.94	\$107.31	\$201.20	\$136.68	\$110.00	\$183.79	\$250.00	\$215.00	\$175.00	\$100.00	\$85.00				
	BCC Tasks																			
	A. Public Involment		0	17	0	1	10	0	0	0	0	0	0	0	0	0	28	\$4,860.25	\$173.58	- Preparation of a PowerPoint to present design plans at public meetings - Coordinate, schedule, and attend two (2) public meetings and prepare necessary materials. - Update public meeting boards
	B. Decorative Lighting & Outlets Plans		0	0	44	58	0	0	12	32	0	0	0	0	0	0	146	\$22,865.88	\$156.62	- New tree lighting and flood lighting for entrances monument. - New planter and select trees GFCI 120V outlets. - Special reinforced grounding for pedestrian protection.
	Curtis + Rogers Tasks																			
	A. Public Involment		0	0	0	0	0	0	0	0	0	0	0	4	0	0	4	\$700.00	\$175.00	- Attend one (1) public meeting
	B. Irrigation Plans		0	0	0	0	0	0	0	0	0	0	0	2	0	40	42	\$3,750.00	\$89.29	- Irrigation plans, notes and details. - Locations of all heads,piping, and valves. - Estimated water use.
	Subtotal		0	17	44	59	10	0	12	32	0	0	0	6	0	40	220	\$32,176.13	\$146.26	
Total Staff Cost (Loaded)			\$0.00	\$3,623.21	\$8,197.20	\$9,672.46	\$1,073.10	\$0.00	\$1,640.16	\$3,520.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$0.00	\$3,400.00	-	\$32,176.13	\$146.26	

EXHIBIT C

Original Task Order

TASK WORK ORDER #01
Southernmost Point Plaza Streetscape Project
City of Key West
RFQ 22-006

November 3, 2023

At the request of the City of Key West (the Client), BCC Engineering, LLC (the Consultant) has prepared this scope of work for professional engineering service for the design of overall corridor improvements along Whitehead Street from United Street to South Street and along South Street from Whitehead Street to Duval Street.

For these services, BCC Engineering will perform the following:

SCOPE OF SERVICES

Task 1 - Data Gathering/Review

As part of this task, BCC will perform the following:

- Coordinate with City of Key West and any other relevant entities to gather available existing data to be evaluated as part of the design of the improvements, including as-built plans, right of way maps, drainage maps, etc.
- Prepare for and attend meetings including a project kick-off.

Task 2 - Project Management Scope

- Prepare for and attend project meetings as defined in the staff hour estimate.
- Coordination of digital delivery documents.
- Coordination of project schedule.
- Coordination with Structural Engineer designing seawall within project limits.

Task 3 - Public Involvement Scope

- Preparation of renderings for two (2) separate public meetings.
- Preparation of a PowerPoint to present design plans at public meetings.
- Coordinate, schedule, and attend two (2) public meetings and prepare necessary materials.

Task 4 - Design Scope

- ***Roadway***

The main tasks to be performed as part of the Roadway scope of work are as follows:

- Develop typical sections.
- Horizontal geometry and vertical geometry.
- Cross sections every 50' along roadway alignment.
- Prepare and submit necessary design variation (anticipating one (1) design

variation for clear zone).

- Prepare and submit Master Plan concept.
- Prepare and submit design plans at 60% and 100%.
- Quantities to be provided at 60% and 100% submittals.
- Cost estimates to be provided at 60% and 100% submittals.
- Temporary traffic control analysis includes:
 - TTCF general notes for construction.
 - TTCF typical sections and phasing notes.
 - Vehicular and pedestrian detours.

- **Drainage**

The main tasks to be performed as part of the drainage scope of work are as follows:

- Collect available data on existing drainage system conditions. No topographic information will be collected for the existing drainage system.
- Review survey and utility information collected for the project.
- Evaluate that the Proposed Roadway design is consistent with the current City's Stormwater Masterplan.
- Summarize the applicable drainage design criteria for this project.
- Meet with SFWMD to discuss the required criteria to confirm that no permitting will be required for the proposed improvements. It is assumed that no permits will be required due to the impervious areas being reduced, and no new lanes will be added.
- Prepare drainage design based on the design criteria established.
- Prepare drainage design plans.

- **Signing and Pavement Marking**

The signing and pavement marking will be designed to meet the Florida Greenbook Standards and MUTCD. Proposed scope includes:

- All existing signs and pavement markings within the project limits will be removed.
- New signing and markings will be provided for the new one-way traffic flow pattern on Whitehead Street southbound from United Street and South Street eastbound to Duval Street.
- Replace/remove existing signs and propose new signs for the new one-way traffic flow pattern at all the approaches of the intersection of Whitehead St at United St and the intersection of South St and Duval St.

- **Roadway Lighting**

The roadway lighting will be designed to meet the Florida Green book Chapter 6 Lighting, The MUTCD standards and the National Electric Code (NEC).

- The Existing Keys Energy Services streetlighting will be removed.
- New 20ft or below, decorative dual arm post top LED Acorn type lights will provide street lighting and pedestrian zones lighting. These lights will be operated at 120V.

- Acorn light fixtures will have house side shields to limit light spill into private properties.
- Special cable splicing design will account the full submersion of pull boxes during flooding events.
- One new metered load center will serve the streetlights and landscape decorative lights and outlets. This load center will be detailed in the roadway lighting plans.
- Special reinforced grounding to protect pedestrians touching the light poles. Assumption will be made that each pole underground electrical pull box is flooded.

- ***Decorative Lighting and Electrical Outlets***

The decorative lighting and outlets system will be designed to meet the Florida Green book Chapter 6 Lighting, The MUTCD standards and the National Electric Code (NEC).

- New tree lighting and flood lighting for entrances monument.
- New Planter and Selected trees GFCI 120V outlets for use with special seasonal tree/planter lighting, and kiosks during special road parties or special other events.
- The 120Vac and low voltage DC circuits will be fed from the roadway lighting load center. This load center will be depicted in the roadway lighting plans. Special lighting /electrical schedules remain in the decorative lighting plans set.
- The decorative lights and outlets system will be independently protected from roadway lights.
- Special reinforced grounding to protect pedestrians touching the decorative lights. Coordination for the installation of 120VAC outlets in coordination with the City's concerns about their usage.
- Decorative lighting includes in-ground lights safe for pedestrian's touch and walk over.

- ***Landscape/Hardscape***

The main tasks to be performed as part of the landscape/hardscape scope of work are as follows:

- ***Site Assessment*** – Curtis + Rogers (C+R) will review the survey information provided and an arborist shall assess any trees within the project area for removal or relocation.
- ***Site Modeling*** – Using LIDAR and other remote sensing technologies, C+R will investigate the site's vulnerabilities and natural systems, including wind fetch, topography, hydrology, and vegetation. This will be ground-truthed and adjusted during site visits and community input and will form the basis of an analysis of the potential for interventions within the project area and the immediate surroundings to mitigate environmental, economic and social vulnerabilities. C+R will use this model to identify critical vulnerabilities, including but not limited to: freshwater and flash flooding; wave run-up, sea surge, potential breaches and other sources of saltwater flooding and destruction.

C+R will adopt projections provided by Monroe County Office of Resiliency and/or the Unified Sea Level Rise Projections published by the Southeast Florida Regional Compact on Climate Change. Due to the uncertainty in projections and variation in service life between different park components, various projections will be assessed. Published tidal and recent king tide data will be adopted to provide water levels and extreme tide water levels.

- **Inundation Modeling** – The Consultant will assess potential inundation for various scenarios related to the sea level rise and tidal events (i.e. “king tides”) based on available topographic data.
- **Master Plan Concept** – develop a concept for the public space and landscaping which will include the hardscape areas, sidewalks, plaza and general site landscaping. We will present options for seating, lighting and shade structures for the client to review. We will then review with the client to finalize the layout and furnishings selections. C+R will produce a color site plan and three renderings of the proposed improvements. C+R shall attend one public meeting in person to review the plans. The deliverables for this phase are as follows:
 - A layout of proposed hardscape materials, including paving, site furnishings and lighting. A layout of proposed planting areas with a list of species to be used. A plan showing the disposition of existing trees/palms in the project area. A rendered color plan of the project site. Three color renderings (perspectives or sections) to convey the concept to the public.
- **Construction Documents:**
 - A Hardscape Plan showing all paving materials with details and finishes & colors specified (base materials to be detailed by BCC).
 - An Amenity Plan showing all proposed site furnishings and lighting with details and selections of materials and colors.
 - A Planting Plan. The plan will indicate location, species, and specifications of all plant materials. Details of planting installation will be provided.
 - An Irrigation Plan, Notes & Details. A new system shall be specified if needed. A fully developed Irrigation plan, notes and details will be provided showing the locations and specifications of all heads, piping and valves and the estimated water use. The system will be designed with zones according to water use and include a rain sensor for water conservation.
 - Attendance to one (1) Public meeting if needed.
- **Utilities**

The utility coordination scope of work includes:

 - Review Utility Plans and Data.
 - Client will provide a recent Sunshine 811 design ticket identifying all utility owners within and adjacent to the project limits.
 - Client will provide survey information with all existing underground and above-ground utilities. Survey shall include all locations for existing utility valves, manholes, related utility appurtenances, and power poles. Survey of pipe inverts for existing sanitary gravity sewer lines shall also be included in survey.

- Client will provide as-builts and other available records depicting the existing utilities.
 - Make Utility Contacts – one contact will be made to utility owners.
 - Review Utility Markups & Work Schedules.
 - Utility Coordination/Follow-up.
 - Utility Constructability Review.
 - Transmit final construction contract plans to UAOs.
 - Transmit final utility files to the PM/EOR and prepare the Utility Certification Package.
 - Coordinate certification reviews with PM/EORs.
- **Survey**
(To be provided by The City of Key West and to include existing utilities.)
- **Geotechnical**
(To be provided by The City of Key West)

Task 5 - Optional Services (To be negotiated later)

- Design of custom sign at Southernmost Point Plaza.

Task 6 – Post Bid Assistance

- **Clarifications and Interpretations.** When requested by the CLIENT, CONSULTANT shall provide Contractor with necessary clarifications and interpretations of the drawings and specifications as appropriate to the orderly completion of their respective portions of the construction. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the drawings and specifications.
- **Review and Respond to Requests for Information (RFIs)**. The CONSULTANT will review and respond to requests for information (RFIs) as provided by the CLIENT, through Substantial Completion. Responses will be provided immediately, when required, or within a maximum of (5) working days from receipt of RFIs.
- **Shop Drawings and Samples.** When requested by the CLIENT, CONSULTANT shall review and approve (or take other appropriate action in respect of) shop drawings and samples which Contractor is required to submit, but only for conformance with the information given in the drawings and specifications and compatibility with the design concept of the completed Project as a functioning whole. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- **Substitutes.** When requested by CLIENT, CONSULTANT shall evaluate and determine the acceptability of a reasonable number of substitute or "or-equal" materials and equipment proposed to Contractor by Subcontractors or Suppliers, and make revisions to drawings and specifications occasioned by the acceptance of substitute or "or-equal" materials and equipment.

Assumptions and Exclusions

- **Assumptions:**

- Community outreach to be provided by the City of Key West.
- Parking meters to be coordinated and relocated by others.
- Permit fees shall be paid directly by the City of Key West.
- No custom sign panel design anticipated.
- Parking signs and non-standard MUTCD signs to be provided by the City of Key West.

- **Exclusions:**

- Surveying, geotechnical investigations, wind studies, vibration studies, site specific seismic analysis or testing, and environmental assessments.
- Any services required to obtain construction permits that are obtained by a licensed contractor that does not specifically relate to civil engineering.
- Any services required due to the realization or disclosure that the proposed project site contains an environmental contamination.
- Any permit coordination services not related to the required civil permits.
- Any other services not specifically included in the Scope of Services

Schedule

BCC shall submit the Deliverables identified under Tasks 1 through 4 as depicted in the table below.

Deliverable	Task Duration
Master Plan Concept	2.5 Months
60% Design Plans	2.5 Months
100% Design Plans	2 Months

Fee and Billing

BCC will perform all services described under Tasks 1 through 4 for a lump sum fee of **\$281,135.94**. See Exhibit A for fee estimate backup.

BCC will perform all services under Task 6 for a time and material fee based on agreed upon hourly labor rates reflected in EXHIBIT A not to exceed a total contract amount of **\$10,000.00**.

Billing for services performed under Tasks 1 through 4 will be monthly based on the percentage of services completed.

Billing for services performed under Task 6 will be monthly based on hours contributed to the

Southernmost Point Plaza Streetscape Project
City of Key West
RFQ 22-006

Project at the agreed upon hourly labor rates reflected in EXHIBIT A.

Attachments

- Exhibit A: Fee Estimate Backup

We appreciate this opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

BCC ENGINEERING, LLC

A handwritten signature in black ink, appearing to read "A. List". The signature is fluid and cursive, with a large initial "A" and a stylized "List".

Andrew List, PE,
Project Manager

WORK AUTHORIZATION

The City of Key West agrees with the above scope. BCC Engineering, LLC is hereby authorized to proceed.

City of Key West



Print:

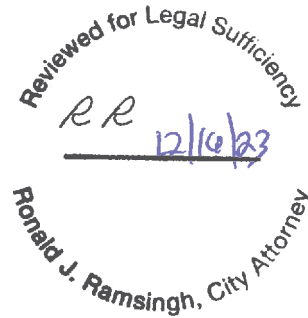
Albert P. Childers

Title:

City Manager

Date:

Dec. 20, 2023



BCC ENGINEERING, LLC



Print: Victor H. Herrera, PE

Title: Senior Vice President

Date: December 20, 2023

EXHIBIT A
Fee Estimate Backup

11/2/2023

Task No.	Task Name	BCC Negotiated Rates															Staff Hours By Activity	Staff Cost By Activity	Average Rate Per Task	Explanation Notes (Assumptions)
		Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Engineering Intern	Senior Design Technician	Design Technician	Senior CAD/Computer Technician	Utility Coordinator	Principal	Design Principal	Project Manager - Landscape Architect	Project Landscape Architect	Technical Landscape Architect/Drafting					
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate						
1	Southernmost Point Plaza Streetscape																			
	A. Project Management/Public Involvement																180	\$31,916.61	\$177.31	- Attend public meetings. - Public meeting renderings. - Project Management (Project setup, maintenance of files, project schedule, completion and submittal of project documentation, invoicing) - Attend progress meetings & coordination meetings. - FAA coordination.
	B. Roadway Analysis																275	\$45,927.86	\$167.01	- Typical Section analysis. - Pavement design. - Design Variation (1 for clear zone) - Horizontal & Vertical geometry. - TTCIP phasing analysis. - Quantities and cost estimate. - Technical meetings
	C. Roadway Plans																120	\$20,029.38	\$166.91	- Master Plan, 60%, 80%, 100%. - Typical Sections. - Cross sections. - Plan and Profile sheets. - Special Details (Intersection layout at plaza). - TTCIP plan sheets. - Pedestrian detours.
	D. Drainage Analysis																164	\$28,641.30	\$174.64	- Base clearance analysis. - Utility conflict matrix. - Storm drain designs. - Replace existing trench drain. - Quantities and cost estimate. - Assume no permits required.
	E. Drainage Plans																40	\$6,269.28	\$158.73	- Drainage map. - Drainage structures sheets. - Back flow preventors.
	F. Utility Coordination																55	\$10,108.45	\$183.79	- Make utility contacts. - Design meetings. - Utility coordination followup. - Utility constructability review. - Contract plans to UAO(s). - Certification/close-out.
	G. Signing & Pavement Marking Analysis																40	\$7,130.88	\$178.27	- Review typical section and geometric design. - Develop Master Design file. - Quantities and cost estimate. - Technical meetings.
	H. Signing & Pavement Marking Plans																20	\$3,484.38	\$174.22	- General notes and pay item notes. - S&PM plan sheets.
	I. Lighting Analysis																116	\$19,312.44	\$166.49	- Voltage drop calcs. - FDEP coordination. - Quantities and cost estimate.
	J. Lighting Plans																37	\$5,560.72	\$150.29	- Lighting plan sheets. - Special detail for decorative pole and waterproof splices/special pull boxes for flood mitigation. - Assume one single load center.

11/2/2023

Task No.	Task Name	BCG Negotiated Rates															Staff Hours By Activity	Staff Cost By Activity	Average Rate Per Task	Explanation Notes (Assumptions)
		Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Engineering Intern	Senior Design Technician	Design Technician	Senior CAD/Computer Technician	Utility Coordinator	Principal	Design Principal	Project Manager - Landscape Architect	Project Landscape Architect	Technical Landscape Architect/Drafting					
		\$255.00	\$213.13	\$186.30	\$163.84	\$107.31	\$201.20	\$136.68	\$110.00	\$183.78	\$250.00	\$215.00	\$175.00	\$100.00	\$85.00					
	K. Decorative Lighting and Electrical Outlets	0	0	58	78	0	0	19	39	0	0	0	0	0	0	194	\$30,479.64	\$157.11	- New tree lighting and flood lighting for entrances monument. - New planter and select trees GFCI 120V outlets. - Special reinforced grounding for pedestrian protection.	
	L. Landscape/Hardscape	0	0	0	0	0	0	0	0	0	39	0	101	185	310	635	\$72,275.00	\$113.82	- Arborist Assessment - EEP Analysis - Site modeling for hydrology - Inundation modeling - Layout of amenities and trees - Renderings for and attendance at public meetings - Hardscape Plan - Amenity Plan - Planting Plan - Irrigation Head Layout	
	Subtotal	23	108	164	441	88	81	144	78	80	39	0	101	185	310	1876	\$281,135.94	\$149.86		
Total Staff Cost (Loaded)		\$6,096.00	\$36,018.87	\$30,653.20	\$72,297.64	\$9,228.88	\$16,297.20	\$19,681.82	\$8,880.00	\$10,188.45	\$9,760.00	\$0.00	\$17,675.00	\$18,600.00	\$28,360.00	-	\$281,135.94	\$149.86		

EXHIBIT D

Change Order #1

RESOLUTION NO. 24-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST (CITY) APPROVING CHANGE ORDER NO. 1 IN THE AMOUNT OF \$35,425.63 TO AMEND THE SOUTHERMOST POINT PLAZA PROJECT FROM ONE-WAY TO 2-WAY DESIGN, UNDER THE TASK ORDER AWARDED TO BCC ENGINEERING IN RES #23-346; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS AND AMENDMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 23-193 the City Commission approved a contract with BCC Engineering, LLC for general engineering services; and

WHEREAS, in Resolution 23-346 the City Commission approved a task order for BCC Engineering for design of the Southernmost Point Plaza incorporating creative design solutions, a one-way raised roadway surface, increased landscaping, drainage and enhanced bicycle and pedestrian accessibility, while accommodating the needs of neighboring residential and commercial properties, and improving the experience of the large crowds that visit daily; and

WHEREAS, the proposed change order cost is greater than five percent of the original task order of \$291,135.94, and per section 2-845(a) of the Code of Ordinances, City Commission approval is required for change orders greater than five percent of the contract price or \$50,000.00; and

WHEREAS, City staff recommends approval of the change order, which will bring the total project cost to \$326,561.57; and

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

Section 1: That the attached Change Order No. 1 in the amount of \$35,425.63 to the Design Task Order Task Order issued to BCC Engineering Inc. in Resolution 23-193, is hereby approved, pursuant to Section 2-845 of the Code of Ordinances.

Section 2: That funds for this change order will be used from account #101-1900-519-6300 (Project IS19002401). Any necessary budget transfers or amendments are hereby authorized.

Section 3: That the City Manager is authorized to

execute documents related to this Change Order, upon the advice and consent of the City Attorney.

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


Passed and adopted by the City Commission at a meeting held this 8th day of August, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 8th day of August, 2024.

Filed with the Clerk on August 8, 2024.

Mayor Teri Johnston	<u>Absent</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


SAM KAUFMAN, VICE MAYOR

ATTEST:

KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: August 8, 2024

To: Honorable Mayor and Commissioners

Via: Todd Stoughton
Interim City Manager

From: Keith Bring
Project Manager

Subject: **(File ID: 24-6155) Approving Change Order #1 for Design of the Southernmost Point Plaza Project to BCC Engineering in the amount of \$35,425.63.**

Introduction

Approve Change Order #1 to BCC Engineering, LLC (BCC) in the amount of \$35,425.63 for engineering design services for the Southernmost Point Plaza Project and authorize the Interim City Manager to execute the contract upon consent of the City Attorney and execute any necessary budget transfers.

Background

The Southernmost Point, an iconic visitor attraction, is located at the western terminus of South Street. In 2022, Hurricane Ian damaged the existing seawall near the Southernmost Point, cracking and undermining a portion of the decking around the buoy monument. During review and damage assessment of the seawall, Engineering staff observed the poor condition of the areas surrounding the buoy, benches, sidewalks, and drainage facilities. It is believed that the current facilities at the Southernmost Point are 20-25 years old. City staff then requested a Task Order from BCC Engineering for the design development and construction documents

preparation of the proposed Southernmost Point Plaza which was approved via resolution 23-346. The scope of the task order includes a creative, welcoming plaza focusing on the Southernmost Point and will incorporate a raised roadway surface, provide increased shade and landscaping, improve the overall area drainage, and enhance bike and pedestrian accessibility, all while accommodating the needs of adjacent residential and commercial properties as well as improving the experience of the large crowds that visit daily. Improvements along the two-block corridor will incorporate a one-way limited traffic flow pattern and include resilience and sustainability strategies that address climate considerations and sea-level rise.

BCC prepared conceptual level design drawings and renderings, which were used to discuss the project direction with local stakeholders. After discussion with community members and stakeholders, the initial one-way design will need to be revised to retain the existing two-way configuration. While some components of the existing work remain and the community input has provided important guidance, some additional funding is needed to address the previous efforts that differ from the changes to the design direction, which will maintain two-way traffic. BCC has provided a change order proposal in the amount of \$35,425.63 to revise roadway plans, drainage design, pavement marking and signage changes, as well as hardscape and landscape design. It is important to note that the focus of the project to revitalize a heavily trafficked pedestrian area featuring a significant attraction to the City still remains and that revisions to the roadway segment will not impede the original goals of the project.

Procurement

The funds for this Change Order are budgeted from Account 101-1900-519-6300 (Infrastructure Surtax), under Project IS19002401.

Recommendation

Staff recommends the approval of a Change Order #1 to BCC Engineering in the amount of \$35,425.63 for additional scope change to include 2-way traffic design, which will provide for the revision to roadway, drainage, pavement marking, and landscaping plans as requested by the residents of the area. Staff recommend authorizing the City Manager, pursuant to legal review, to execute any necessary budget adjustments, transfers, and amendments.

CHANGE ORDER #01
Southernmost Point Plaza Streetscape Project
City of Key West
RFQ 22-006

July 29, 2024

This Change Order between the City of Key West ("CITY") and BCC Engineering, LLC ("CONSULTANT") is pursuant to the modification of the proposed typical section at the request of the CITY as part of the Southernmost Point Plaza Streetscape Project (RFQ 22-006). The CITY has requested that the proposed typical section of the project be modified from a one-way roadway with a counterflow bike lane and inverted crown to a two-way roadway with no bike lanes and at normal crown. Preliminary design and analysis have currently progressed using the previous concept of a one-way typical section and will require additional work to modify the proposed design to the requested two-way typical section. The additional time and effort required to make these modifications are covered in this Change Order and outlined below.

SCOPE OF SERVICES

Task 1 - Project Management Scope

- Prepare for and attend project meetings to review and discuss modified typical section.
- Coordination of proposed typical section modifications with other design disciplines.
- Coordination of revised project schedule.

Task 2 - Public Involvement Scope

- Update graphics to be used for public meeting boards.
- Update public meeting boards with revised graphics and language depicting new typical section.

Task 3 - Design Scope

- **Roadway**
 - Revise typical sections.
 - Revise horizontal geometry.
 - Reanalyze potential MOT.
 - Update MOT typical sections and phasing notes.
 - Update quantities and cost estimate.
 - Attend meeting with CITY to review and discuss updated horizontal geometry.
- **Drainage**
 - Reanalyze drainage layout for normal crown condition.
 - Revise preliminary inlet placement.
 - Update quantities and cost estimate.

- **Signing and Pavement Marking**
 - Review updated two-way typical section and geometric design.
 - Analyze two-way signage instead of one-way.
 - Develop new cost estimate.
- **Landscape/Hardscape**
 - Revise graphics for public meeting boards.
 - Revise all renderings and perspectives.
 - Revise plans.

Fee and Billing

BCC will perform all services described under Tasks 1 through 3 for a lump sum fee of **\$35,425.63**. See Exhibit A for fee estimate backup.

Billing for services performed under Tasks 1 through 3 will be monthly based on the percentage of services completed.

Attachments

- Exhibit A: Fee Estimate Backup

We appreciate this opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

BCC ENGINEERING, LLC

A handwritten signature in black ink, appearing to read "A. List", is positioned above the printed name and title.

Andrew List, PE,
Project Manager

WORK AUTHORIZATION

The City of Key West agrees with the above scope. BCC Engineering, LLC is hereby authorized to proceed.

City of Key West




Print: Todd C. Stovatt

Title: Interim City Manager

Date: 8-12-2024



BCC ENGINEERING, LLC



Print: Victor H. Herrera

Title: Senior Vice President

Date: August 14, 2024

EXHIBIT A

Fee Estimate Backup

7/29/2024

Task No.	Task Name	BCC Regulated Rates																Average Rate Per Task	Staff Cost By Activity	Staff Hours By Activity	Architect/Drafting	Project Landscape Architect	Project Manager - Landscape Architect	Design Principal	Principal	Utility Coordinator	Senior CAD/Computer Technician	Design Technician	Senior Design Technician	Engineering Intern	Project Engineer	Senior Project Engineer	Project Manager	Senior Project Manager	Initial	Explanation Notes (Assumptions)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															

TASK WORK ORDER #01
Southernmost Point Plaza Streetscape Project
City of Key West
RFQ 22-006

November 3, 2023

At the request of the City of Key West (the Client), BCC Engineering, LLC (the Consultant) has prepared this scope of work for professional engineering service for the design of overall corridor improvements along Whitehead Street from United Street to South Street and along South Street from Whitehead Street to Duval Street.

For these services, BCC Engineering will perform the following:

SCOPE OF SERVICES

Task 1 - Data Gathering/Review

As part of this task, BCC will perform the following:

- Coordinate with City of Key West and any other relevant entities to gather available existing data to be evaluated as part of the design of the improvements, including as-built plans, right of way maps, drainage maps, etc.
- Prepare for and attend meetings including a project kick-off.

Task 2 - Project Management Scope

- Prepare for and attend project meetings as defined in the staff hour estimate.
- Coordination of digital delivery documents.
- Coordination of project schedule.
- Coordination with Structural Engineer designing seawall within project limits.

Task 3 - Public Involvement Scope

- Preparation of renderings for two (2) separate public meetings.
- Preparation of a PowerPoint to present design plans at public meetings.
- Coordinate, schedule, and attend two (2) public meetings and prepare necessary materials.

Task 4 - Design Scope

- ***Roadway***

The main tasks to be performed as part of the Roadway scope of work are as follows:

- Develop typical sections.
- Horizontal geometry and vertical geometry.
- Cross sections every 50' along roadway alignment.
- Prepare and submit necessary design variation (anticipating one (1) design

variation for clear zone).

- Prepare and submit Master Plan concept.
- Prepare and submit design plans at 60% and 100%.
- Quantities to be provided at 60% and 100% submittals.
- Cost estimates to be provided at 60% and 100% submittals.
- Temporary traffic control analysis includes:
 - TTCP general notes for construction.
 - TTCP typical sections and phasing notes.
 - Vehicular and pedestrian detours.

- **Drainage**

The main tasks to be performed as part of the drainage scope of work are as follows:

- Collect available data on existing drainage system conditions. No topographic information will be collected for the existing drainage system.
- Review survey and utility information collected for the project.
- Evaluate that the Proposed Roadway design is consistent with the current City's Stormwater Masterplan.
- Summarize the applicable drainage design criteria for this project.
- Meet with SFWMD to discuss the required criteria to confirm that no permitting will be required for the proposed improvements. It is assumed that no permits will be required due to the impervious areas being reduced, and no new lanes will be added.
- Prepare drainage design based on the design criteria established.
- Prepare drainage design plans.

- **Signing and Pavement Marking**

The signing and pavement marking will be designed to meet the Florida Greenbook Standards and MUTCD. Proposed scope includes:

- All existing signs and pavement markings within the project limits will be removed.
- New signing and markings will be provided for the new one-way traffic flow pattern on Whitehead Street southbound from United Street and South Street eastbound to Duval Street.
- Replace/remove existing signs and propose new signs for the new one-way traffic flow pattern at all the approaches of the intersection of Whitehead St at United St and the intersection of South St and Duval St.

- **Roadway Lighting**

The roadway lighting will be designed to meet the Florida Green book Chapter 6 Lighting, The MUTCD standards and the National Electric Code (NEC).

- The Existing Keys Energy Services streetlighting will be removed.
- New 20ft or below, decorative dual arm post top LED Acorn type lights will provide street lighting and pedestrian zones lighting. These lights will be operated at 120V.

- Acorn light fixtures will have house side shields to limit light spill into private properties.
- Special cable splicing design will account the full submersion of pull boxes during flooding events.
- One new metered load center will serve the streetlights and landscape decorative lights and outlets. This load center will be detailed in the roadway lighting plans.
- Special reinforced grounding to protect pedestrians touching the light poles. Assumption will be made that each pole underground electrical pull box is flooded.

- ***Decorative Lighting and Electrical Outlets***

The decorative lighting and outlets system will be designed to meet the Florida Green book Chapter 6 Lighting, The MUTCD standards and the National Electric Code (NEC).

- New tree lighting and flood lighting for entrances monument.
- New Planter and Selected trees GFCI 120V outlets for use with special seasonal tree/planter lighting, and kiosks during special road parties or special other events.
- The 120Vac and low voltage DC circuits will be fed from the roadway lighting load center. This load center will be depicted in the roadway lighting plans. Special lighting /electrical schedules remain in the decorative lighting plans set.
- The decorative lights and outlets system will be independently protected from roadway lights.
- Special reinforced grounding to protect pedestrians touching the decorative lights. Coordination for the installation of 120VAC outlets in coordination with the City's concerns about their usage.
- Decorative lighting includes in-ground lights safe for pedestrian's touch and walk over.

- ***Landscape/Hardscape***

The main tasks to be performed as part of the landscape/hardscape scope of work are as follows:

- ***Site Assessment*** – Curtis + Rogers (C+R) will review the survey information provided and an arborist shall assess any trees within the project area for removal or relocation.
- ***Site Modeling*** – Using LIDAR and other remote sensing technologies, C+R will investigate the site's vulnerabilities and natural systems, including wind fetch, topography, hydrology, and vegetation. This will be ground-truthed and adjusted during site visits and community input and will form the basis of an analysis of the potential for interventions within the project area and the immediate surroundings to mitigate environmental, economic and social vulnerabilities. C+R will use this model to identify critical vulnerabilities, including but not limited to: freshwater and flash flooding; wave run-up, sea surge, potential breaches and other sources of saltwater flooding and destruction.

C+R will adopt projections provided by Monroe County Office of Resiliency and/or the Unified Sea Level Rise Projections published by the Southeast Florida Regional Compact on Climate Change. Due to the uncertainty in projections and variation in service life between different park components, various projections will be assessed. Published tidal and recent king tide data will be adopted to provide water levels and extreme tide water levels.

- **Inundation Modeling** – The Consultant will assess potential inundation for various scenarios related to the sea level rise and tidal events (i.e. "king tides") based on available topographic data.
- **Master Plan Concept** – develop a concept for the public space and landscaping which will include the hardscape areas, sidewalks, plaza and general site landscaping. We will present options for seating, lighting and shade structures for the client to review. We will then review with the client to finalize the layout and furnishings selections. C+R will produce a color site plan and three renderings of the proposed improvements. C+R shall attend one public meeting in person to review the plans. The deliverables for this phase are as follows:
 - A layout of proposed hardscape materials, including paving, site furnishings and lighting. A layout of proposed planting areas with a list of species to be used. A plan showing the disposition of existing trees/palms in the project area. A rendered color plan of the project site. Three color renderings (perspectives or sections) to convey the concept to the public.
- **Construction Documents:**
 - A Hardscape Plan showing all paving materials with details and finishes & colors specified (base materials to be detailed by BCC).
 - An Amenity Plan showing all proposed site furnishings and lighting with details and selections of materials and colors.
 - A Planting Plan. The plan will indicate location, species, and specifications of all plant materials. Details of planting installation will be provided.
 - An Irrigation Plan, Notes & Details. A new system shall be specified if needed. A fully developed Irrigation plan, notes and details will be provided showing the locations and specifications of all heads, piping and valves and the estimated water use. The system will be designed with zones according to water use and include a rain sensor for water conservation.
 - Attendance to one (1) Public meeting if needed.
- **Utilities**

The utility coordination scope of work includes:

 - Review Utility Plans and Data.
 - Client will provide a recent Sunshine 811 design ticket identifying all utility owners within and adjacent to the project limits.
 - Client will provide survey information with all existing underground and above-ground utilities. Survey shall include all locations for existing utility valves, manholes, related utility appurtenances, and power poles. Survey of pipe inverts for existing sanitary gravity sewer lines shall also be included in survey.

- Client will provide as-builts and other available records depicting the existing utilities.
 - Make Utility Contacts – one contact will be made to utility owners.
 - Review Utility Markups & Work Schedules.
 - Utility Coordination/Follow-up.
 - Utility Constructability Review.
 - Transmit final construction contract plans to UAOs.
 - Transmit final utility files to the PM/EOR and prepare the Utility Certification Package.
 - Coordinate certification reviews with PM/EORs.
- **Survey**
(To be provided by The City of Key West and to include existing utilities.)
- **Geotechnical**
(To be provided by The City of Key West)

Task 5 - Optional Services (To be negotiated later)

- Design of custom sign at Southernmost Point Plaza.

Task 6 – Post Bid Assistance

- **Clarifications and Interpretations.** When requested by the CLIENT, CONSULTANT shall provide Contractor with necessary clarifications and interpretations of the drawings and specifications as appropriate to the orderly completion of their respective portions of the construction. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the drawings and specifications.
- **Review and Respond to Requests for Information (RFIs).** The CONSULTANT will review and respond to requests for information (RFIs) as provided by the CLIENT, through Substantial Completion. Responses will be provided immediately, when required, or within a maximum of (5) working days from receipt of RFIs.
- **Shop Drawings and Samples.** When requested by the CLIENT, CONSULTANT shall review and approve (or take other appropriate action in respect of) shop drawings and samples which Contractor is required to submit, but only for conformance with the information given in the drawings and specifications and compatibility with the design concept of the completed Project as a functioning whole. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- **Substitutes.** When requested by CLIENT, CONSULTANT shall evaluate and determine the acceptability of a reasonable number of substitute or "or-equal" materials and equipment proposed to Contractor by Subcontractors or Suppliers, and make revisions to drawings and specifications occasioned by the acceptance of substitute or "or-equal" materials and equipment.

Assumptions and Exclusions

- **Assumptions:**
 - Community outreach to be provided by the City of Key West.
 - Parking meters to be coordinated and relocated by others.
 - Permit fees shall be paid directly by the City of Key West.
 - No custom sign panel design anticipated.
 - Parking signs and non-standard MUTCD signs to be provided by the City of Key West.
- **Exclusions:**
 - Surveying, geotechnical investigations, wind studies, vibration studies, site specific seismic analysis or testing, and environmental assessments.
 - Any services required to obtain construction permits that are obtained by a licensed contractor that does not specifically relate to civil engineering.
 - Any services required due to the realization or disclosure that the proposed project site contains an environmental contamination.
 - Any permit coordination services not related to the required civil permits.
 - Any other services not specifically included in the Scope of Services

Schedule

BCC shall submit the Deliverables identified under Tasks 1 through 4 as depicted in the table below.

Deliverable	Task Duration
Master Plan Concept	2.5 Months
60% Design Plans	2.5 Months
100% Design Plans	2 Months

Fee and Billing

BCC will perform all services described under Tasks 1 through 4 for a lump sum fee of **\$281,135.94**. See Exhibit A for fee estimate backup.

BCC will perform all services under Task 6 for a time and material fee based on agreed upon hourly labor rates reflected in EXHIBIT A not to exceed a total contract amount of **\$10,000.00**.

Billing for services performed under Tasks 1 through 4 will be monthly based on the percentage of services completed.

Billing for services performed under Task 6 will be monthly based on hours contributed to the

Southernmost Point Plaza Streetscape Project
City of Key West
RFQ 22-006

Project at the agreed upon hourly labor rates reflected in EXHIBIT A.

Attachments

- Exhibit A: Fee Estimate Backup

We appreciate this opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

BCC ENGINEERING, LLC

A handwritten signature in black ink, appearing to read "A. List", is positioned above the printed name and title.

Andrew List, PE,
Project Manager

WORK AUTHORIZATION

The City of Key West agrees with the above scope. BCC Engineering, LLC is hereby authorized to proceed.

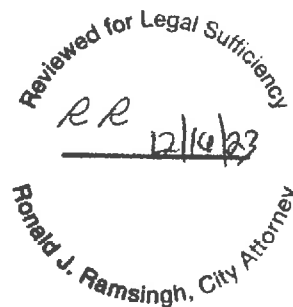
City of Key West



Print: Albert P. Childers

Title: City Manager

Date: Dec 20, 2023



BCC ENGINEERING, LLC

Print: _____

Title: _____

Date: _____

EXHIBIT A

Fee Estimate Backup

**CITY OF KEY WEST**

P.O. BOX 1409
KEY WEST, FL 33041-1409
PHONE: 305-809-3700

PURCHASE ORDER NO.**P.O. : 101037****02/15/2024**

VENDOR #: V0011997
VENDOR: BCC ENGINEERING LLC
ADDRESS: 6401 SW 87TH AVE, STE 200
MIAMI, FL 33173

SHIP TO: ENGINEERING SERVICES
CITY OF KEY WEST
1300 White Street
KEY WEST, FL 33040

VENDOR EMAIL: jennifer.perez@bcceng.com

BILL TO: CITY OF KEY WEST - ACCOUNTS PAYABLE
PO BOX 1409
KEY WEST, FL 33041

VENDOR PHONE: (305) 670-2350

VENDOR FAX:

THE P.O. # MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENCE

SPECIAL INSTRUCTIONS

Andrew List

DELIVER BY	REQUISITION #	REQUISITION DATE	REQUISITIONED BY
	PR023539	01/28/2024	Barbara Erlich
FOB	ACCOUNT NUMBER	PROJECT NUMBER	TERMS
KEY WEST, FL		IS19002401	45 Days from Receipt of Invoice

ITEM #	QUANTITY	UNIT	DESCRIPTION/ARTICLE OF SERVICE	UNIT COST	EXT. COST
0002	1.00	DL	C/O ADDTL FUNDS REF 2-WAY DESIGN	\$35,425.63	\$35,425.63
0001	1.00	DL	Design of Southernmost Point plaza including limited construction administration: incorporating public meetings to present design solutions to include a raised roadway surface, increased shade and landscaping, improved overall area drainage, and enhanced bike and pedestrian accessibility.	\$291,135.94	\$291,135.94

*****THIS IS A CHANGE ORDER TO EXISTING PURCHASE REQUEST*****

TOTAL PURCHASE AMOUNT: \$326,561.57

ABOVE REFERENCED ORDER NUMBER IS TO BE
REFERENCED ON ANY DOCUMENT RELATING TO
THIS ORDER.

C Buwalda
AUTHORIZED SIGNATURE

FLORIDA SALES TAX EXEMPT NUMBER
85-8012621608C-5

** THIS PURCHASE ORDER IS ISSUED PURSUANT TO THE CITY OF KEY WEST PURCHASE ORDER TERMS AND CONDITIONS SPECIFIED ON THE PAGES TO FOLLOW. **

CITY OF KEY WEST PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Key West, Florida, (hereinafter referred to as the "City" or "Buyer").
2. **TIME IS OF THE ESSENCE:** Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.
3. **WARRANTY:** With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act nature whether rightful or otherwise of any person, corporation, partnership or association.
4. **MODIFICATIONS:** This Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.
5. **WAIVER:** The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.
6. **CITY OPTIONS:** City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.
7. **INDEMNIFICATION:** Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.
agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.
9. **INSPECTION:** City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled, notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.
10. **TAXES:** The City government is a non-profit operation and not subject to tax.
11. **CONTINGENCIES:** Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.
12. **PRICE PROTECTION:** Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect, thereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.
13. **PACKAGING AND CARTAGE:** No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.
14. **HAZARD:** Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.
15. **QUANTITY:** The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.
16. **ASSIGNMENT:** No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.
17. **CHOICE OF LAW; VENUE:** The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Monroe County, Florida for any state action and Key West, Florida for any federal action.
18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:** Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.
19. **FISCAL YEAR FUNDING APPROPRIATION:** (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Commission. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.
20. **FAILURE TO EXECUTE PURCHASE ORDER:** Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.
21. **INDEPENDENT CONTRACTOR.** The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
22. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of *768 28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.
23. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.
24. **TAX EXEMPTION:** The City's Florida State Sales Tax Exemption Number is 85-8012621608C5 and Federal tax ID Number is 59-6000346.
25. **ORDER OF PRECEDENCE:** When this PO is issued subsequent to the results of a request for quote, bid, or proposal, additional terms and conditions, if any, contained in the solicitation or resulting contract shall control.
26. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipping address indicates a room number and/or inside delivery, it is the Vendor's responsibility to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Vendor agrees to prepay all shipping charges and route as instructed. No COD shipments will be accepted.