

**REQUEST FOR  
QUALIFICATIONS**

**CULTURAL RESOURCES ASSESMENT FOR  
BAHAMA VILLAGE CONNECTIVITY PROJECT**

**City of Key West RFQ # 18-003**



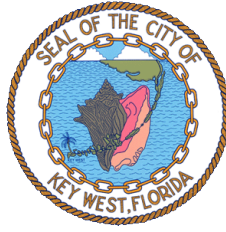
**MAYOR: CRAIG CATES**

**COMMISSIONERS:**

**MARGARET ROMERO  
CLAYTON LOPEZ  
JIMMY WEEKLEY**

**SAM KAUFMAN  
BILLY WARDLOW  
RICHARD PAYNE**

*Prepared By:  
Engineering Department  
City of Key West*



**SUBJECT:** CITY OF KEY WEST  
REQUEST FOR QUALIFICATIONS # 010-18  
CULTURAL RESOURCES ASSESMENT  
FOR BAHAMA VILLAGE  
CONNECTIVITY PROJECT

**ISSUE DATE:** JULY 21, 2018

**MAIL OR DELIVER RESPONSES  
TO:**

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

**CLARIFICATION SUBMITTAL  
DEADLINE:**

AUGUST 3, 2018 NO LATER THAN noon.

**RESPONSES DEADLINE DATE:**

AUGUST 15, 2018 NO LATER THAN 3pm

## TABLE OF CONTENTS

A.1.	Purpose.....	4
A.2.	Project Description.....	4
A.3.	Requirements.....	4
A.4.	Timetable.....	11
B.	Scope of Work/Services.....	12
C.	Response Information.....	13
Exhibit A	<ul style="list-style-type: none"> <li>Affidavits</li> <li>Anti-Kickback</li> <li>Florida Statutes on Public Entity Crimes</li> <li>Equal Benefits for Domestic Partners</li> <li>Cone of Silence</li> </ul>	
Exhibit B	Consultant Ranking Form	
Exhibit C	Notice of Advertisement – Request for Qualifications	
Exhibit D	Detailed Scope of Services and Qualifications Requirements	
Appendix 1	Truth in Negotiation Certificate (#375-030-30)	
Appendix 2	Conflict of Interest Certification (#375-030-50)	
Appendix 3	Debarment, Suspension, Ineligibility (#375-030-32)	
Appendix 4	Disclosure of Lobbying Activities (3375-030-33)	
Appendix 5	Disclosure of Lobbying Activities (375-030-34)	
Appendix 6	Title VI, DBE and EEO Provisions (#375-040-84)	
Appendix 7	Certificate of Liability Insurance	
Appendix 8	Additional Insured – Scheduled Person or Organization	
Appendix 9	Additional Insured – Completed Operations	
Appendix 10	Earlier Notice of Cancellation Provided by Us	
Appendix 11	Waiver of Transfer of Rights of Recovery	
Appendix 12	Worker’s Comp Waiver of Right to Recover from Others	
Appendix 13	DBE and Bid Opportunity (275-030-11 and 375-040-62)	
Appendix 14	Sample Contract	

**City of Key West RFQ # 018-003**  
**Cultural Resource Assessment for Bahama Village Connectivity Project**

**A.1 Purpose**

This Request for Qualifications (RFQ) is designed to provide firms with the information necessary for the preparation of competitive responses. The RFQ process is for the City's benefit and is intended to provide the City with comparative information to assist in the selection process. This RFQ is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each firm is responsible for determining all factors necessary for submission of a comprehensive response.

The Consultant who is chosen shall provide services that involve expertise in archaeological and historical cultural resources. The consultant will be responsible to determine the required cultural resources level of effort and then complete indicated actions in accordance with federal, state and local statutes and regulations. A cultural resource assessment is required when utilizing Federal Highway Administration (FHWA) funds provided via the Local Area Program, which is facilitated by the Florida Department of Transportation.

**A.2 Project Description**

The City of Key West (City) is seeking a consultant to perform cultural resources services for road and sidewalk refurbishment on Southard Street between Duval and Thomas, Amelia Street between Duval and Fort, and the length of Geraldine Street. These projects are further described in Exhibit D, Detailed Scope of Services and Qualifications Requirements.

Key tasks to achieve are:

- Task 1 - Conduct a Cultural Resource Level of Effort Assessment.
- Task 2 - Prepare Cultural Resources Assessment Survey (if required)
- Task 3 - Perform Additional Relevant Services (as necessary).

**A.3 Requirements**

The City is an approved Local Agency Program (LAP) partner with the Florida Department of Transportation (FDOT). This project is funded with Federal dollars. As a result of using these funds the following State and Federal requirements must be adhered to:

**1. Pre-qualification**

This project encompasses work off of the State Highway System (SHS) and National

Highway System (NHS). Consultant shall be prequalified by FDOT in Work Group 2 Project Development and Environmental (PD&E). All consultants competing for contracts in the standard work types defined by Rule 14-75, F.A.C., must become technically prequalified with the Department in the applicable work types. Both primes and subconsultants performing services in any of the standard work types must be technically prequalified with Professional Services. Submit a copy of the FDOT-issued prequalified letter in your proposal.

However, Professional Consultants who are not qualified at the time of RFQ advertisement and are interested in getting qualified must file a completed *Request for Qualification Package for Professional Consultants Form 375-030-01* with FDOT on or before the deadline to submit proposals. Allow a minimum of 30 days for FDOT review keeping in mind that errors or omissions will add additional time to the qualification process. Please refer to Florida Administrative Code (F.A.C.) Chapter 14-75 for prequalification details. Reference [http://www.fdot.gov/procurement/prequalification\\_Applications.shtm](http://www.fdot.gov/procurement/prequalification_Applications.shtm) for more information regarding prequalification with FDOT.

## **2. Truth in Negotiation Certification**

Pursuant to Section 287.055(5)(a), Florida Statutes, the Truth in Negotiations Certification, Form 375-030-30, is required for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount of \$195,000 (F.S. 287.017 Category Four). Form is in Appendix #1.

## **3. Conflict of Interest Certification**

Each Professional Consultant submitting a proposal on a solicitation for professional services must submit a Conflict of Interest Certification Form 375-030-50. In addition, each individual participating in the selection process for professional services contracts must also submit Form 375-030-50. Use the following link to obtain the form: <https://fms.fdot.gov/Form?sort=number>. A Sample of this form is in Appendix #2.

Consultant and subconsultant firms representing FDOT and the City of Key West must be free of conflicting professional or personal interests. It is the responsibility of the consultant to recuse itself from submitting responses for a project if a conflict of interest exists. Subconsultants are responsible for disclosing potential conflicts of interest to the prime consultant firm and recusing themselves accordingly where conflict of interest exists. As stated above, all individuals making decisions, approvals, disapprovals, or recommendations regarding the selection process for contract procurement are required to

complete the Conflict of Interest Certification Form and attest to the absence of a conflict of interest on the project.

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts**

Federally funded projects require a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form 375-030-32. This form is in Appendix #3.

#### **5. Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts**

Federally funded projects require a Certification for Disclosure of Lobbying Activities Form 375-030-33. This form is in Appendix #4.

Additionally, Form 375-030-34 Disclosure of Lobbying Activities (Standard Form LLL) must be submitted if there are lobbying activities to disclose. This form is in Appendix #5.

#### **6. Compliance with State and Federal Contracting Requirements**

State Requirements: Local Preference Is Not Allowed. Pursuant to Local Agency Program Manual, Chapter 18 (18.4.3 Item C, Par ii), FDOT does not allow local preference. Section 2-798 of the City of Key West Code of Ordinances (Local business enterprise preference) does not apply.

Tangible Assets. Any tangible assets must be identified in the contract agreement.

Allowable Costs. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the contract.

Errors and Omissions. Pursuant to Section 337.015 (3), Florida Statutes, to protect the public interest, FDOT and the City of Key West shall vigorously pursue claims against contractors and consultants for time overruns and substandard work products. Refer to sample contract, Appendix #14, Section 6.7 Insurance and Indemnification requirements.

Professional Liability Insurance. Per Section 337.106, Florida Statutes, any person or firm rendering professional services shall have and maintain during the period the services are rendered a professional liability insurance policy or policies with a company or companies authorized to do business in the state affording professional liability coverage for the professional services rendered, in an amount deemed sufficient by the City of Key West and

FDOT. A sample of this form is in Appendix #7.

E-Verify (Execute Order 11-116). Consultant:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Public Entity Crimes. Pursuant to the requirements of Section 287.133, Florida Statutes, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all respondents shall submit a signed and notarized statement with their proposal on the form provided in Exhibit A.

Drug Free Workplace Certification. Per Federal requirements, Drug Free Workplace must not be used as a tie breaker as allowed by Section 287.087, Florida Statutes.

Prompt Payment. Pursuant to Section 218.74, Florida Statutes, the payment due date for a local government entity for the purchase of goods or services other than construction services is 45 days after the date specified in Section 218.73, Florida Statutes.

Public Records. Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

Bid Opportunity Reporting. 49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT assisted project, *including both DBEs and non-DBEs*. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project.

**All consultants submitting proposals must complete the Bid Opportunity List, Form 375-040-62 (found in Appendix 13) for all subconsultants who contacted you and expressed an interest in teaming with you on this DOT-assisted project and submit this form with your proposal.**

Disadvantaged Business Enterprise (DBE) Reporting. In addition to the provisions found in Form 375-040-84 Local Agency Program Federal-Aid Terms, DBE participation is not required and will not be used as an evaluation factor. The same applies to other program participations, such as Minority Business Enterprise (MBE) or Business Development Initiative (BDI).

As stated earlier, DBE participation is not required but is the policy of the City of Key West that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of work under this contract in a nondiscriminatory environment. The DBE requirements of applicable federal and state laws and regulations apply to this contract. The DBE reporting requirements apply to the awarded consultant with an executed contract with the City of Key West for any DBE participation that is utilized to perform work on this project.

The City and its consultants shall take all necessary and reasonable steps and agree to ensure that DBE's have the opportunity to participate in the performance of work under this contract in a nondiscriminatory environment.

Refer to Form 275-030-11 for information on DBE Bid Package Information, including Bid Opportunity List.

FDOT currently has a race neutral DBE program with a 10.65% goal.

Link to DBE firms via the FDOT Equal Opportunity Office (EOO) website:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/Home.aspx>

The following shall be included in all subsequent contracts between the consultant and any subconsultant or contractor:

The consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such



remedy as the recipient deems appropriate.

#### Federal Requirements:

Terms for Federal Aid Contracts. Provide FDOT Form #375-040-84. This form includes Title VI Non-Discrimination Contract Provisions, Appendices A and E, DBE and EEO contract provisions. This form is in Appendix #6.

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

Evaluation. Chapter 14-75, Florida Administrative Code, requires a system to evaluate the performance of consultants on professional services contracts. The consultant's work performance for each advertised major work type must be evaluated by the project manager (PM). Contracts less than the Florida Statutes 287.017, Category Two threshold (\$35,000), are exempt. Consultants may also be evaluated on minor types of work, if considered significant.

Evaluations of the consultant's performance are conducted in the areas of Schedule, Management, Quality, and Constructability (only for contracts that produce construction plans). The Schedule grade is based on the consultant's compliance with the contract schedule. The Management grade is based on the consultant's ability to manage all necessary project resources, including subs. The Quality grade is based on the consultant's attention to the established quality control plan and delivery of a quality product. The PM should assign a Quality rating to any qualified consultant named in the agreement for any major type of work performed, regardless of whether the firm is a prime or sub. Subconsultants may only receive a Quality evaluation. Evaluation is required at least once every 12 months during the contract period from the Notice to Proceed. All consultant evaluations are based on a 5 (high) to 1 (low) rating scale, 5 representing "Outstanding" performance and 1 representing "Poor/Unacceptable" performance.

Records Retention. Retain records pertinent to the project for five (5) years from the date of final payment and give access to such records to those associated with the grant (FHWA,

OIG, FDOT, City of Key West, etc.) at any reasonable time. Date of final payment is the date the City of Key West receives final payment from the State of Florida.

Administrative, Contractual or Legal Remedies for Contracts greater than \$150,000.

Violation of any local, state, or federal law in the performance of this Contract shall constitute a material breach of this contract, which may result in the termination of this contract or other such remedy, as the City deems appropriate.

**A.4 Timetable**

RFQ Advertised	July 21, 2048
Deadline for written questions	August 3, 2018
Due Date and Time for this RFQ	August 15, 2018
Selection Committee Ranking	August 29, 2018
Award Recommendations	September 1, 2018
Project Complete	September 30, 2019

## **B. SCOPE OF WORK/SERVICES**

### **Task 1 – Perform a Cultural Resource Level of Effort Assessment**

- 1.A. Conduct a literature review and background research.
- 1.B. Prepare archeological, historical and environmental overviews of the project area(s).
- 1.C. Conduct a field survey of the project area(s).
- 1.D. Process, analyze and catalogue recovered cultural materials (if required).
- 1.E. Prepare report documenting the results of the Cultural Resource Assessment.

### **Task 2 – Prepare a Cultural Resources Assessment Survey (if required).**

### **Task 3 – Perform Additional Relevant Services (as necessary).**

- 3.A. Coordinate with the State Historic Preservation Office and the City of Key West Historic Architectural Review Commission.
- 3.B. Prepare Memorandum of Agreement or Memorandum of Understanding (if required).
- 3.C. Perform excavations of prehistoric or archaeological resources (if required).
- 3.D. Complete mitigation measures for significant historical/cultural resources (if required).
- 3.E. Perform emergency discovery services (if required).
- 3.F. Provide Section 4(f) (consideration of parks, refuges, historic sites, etc.) compliance.
- 3.G. Provide Section 106 (National Historic Preservation Act) compliance.

**Refer to Exhibit D for detailed scope of work and required respondent qualifications.**

## C. Response Information

### C.1 Response Information

The evaluation of the RFQ will be based on a respondent's aptitude, experience and approach to tasks as identified herein by the City. Responses should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, or sent to an address other than that given above. The City reserves the right, after opening the submittal, to reject any or all responses, or to accept the response(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for responses submitted after the specified date and time.

All questions from any Proposer regarding the RFQ or matters relating thereto must be submitted to [smcalearney@cityofkeywest-fl.gov](mailto:smcalearney@cityofkeywest-fl.gov) at the Key West Engineering Department via email no later than **12:00 p.m. noon on** August 3, 2018. Each question must identify the section number in this RFQ for which clarification is being requested. City Engineering Department will respond to all properly submitted questions by addendum at least five (5) business days prior to the date that the Proposals are due. All questions will be posted as an addendum at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov) and [www.DemandStar.com](http://www.DemandStar.com).

### C.2 Submission Details:

1. **Submit to:**

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

2. **Due Date:** August 15, 2018. NO LATER THAN 3 PM

3. **Identification of Responses:**

Responses shall be submitted in a sealed envelope, clearly marked on the outside "**Qualifications for Cultural Resources Assessment for Bahama Village Connectivity Project, RFQ # 18-003**" addressed and delivered to the City Clerk at the address and by the date and time noted above.

### C.3 Number of Copies:

Applicants shall submit (1) one printed copy and (2) two flash drives, each with a single PDF file of the entire bid package.

#### **C.4 Response Preparation Costs:**

Response preparation costs are the applicant's total responsibility.

#### **C.5 Authorized Signature:**

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

#### **C.6 Property of the City:**

All responses and related materials provided to the City related to this RFQ will become the property of the City of Key West.

#### **C.7 License Requirements:**

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses. The selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

#### **C.8 Post Contractual Restriction:**

Each prospective proposer should be aware that the resulting awardee shall be required to execute a Post Contractual Restriction understanding with the City of Key West, to include the selected firm as well as all subconsultants. The provision will restrict the selected firm, and subconsultant(s), from representing itself or clients before the City of Key West City Commission, its agents, boards and committees on all planning related matters during the agreement/contract period of performance and for one (1) year following final approval of the Cultural Resources Assessment.

#### **C.9 Insurance /Indemnification:**

Per Paragraph 6.7 in Appendix 14 (Sample Contract)

#### **C.10 Cone of Silence:**

Pursuant to Section 2-773 of the City of Key West Code of Ordinances, as amended, a "Cone of Silence" shall be in effect during the course of a competitive solicitation. Cone of Silence Affidavit, attached hereto under Exhibit A.

#### **C.11 Response Evaluation:**

The consultant's past performance on similar projects, approach, understanding of the project,

and experience of key personnel in providing Cultural Resource Services will be the principal basis for evaluation. Consultant Ranking Form, attached hereto as Exhibit B.

### **C.12 Response Selection:**

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only the three (3) highest rated Responses as determined by the City Manager appointed selection team will go forward to the City Commission in ranked order. In the event of a ranking tie between the two or more firms, the highest three and ties will go forward to the City Commission. Each short-listed respondent may be required to make a presentation of no more than 10 minutes to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by the team in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

A final contract, including a detailed scope and fee, must be negotiated by the City Manager and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses.

Should a Respondent take exception to the ranking, a formal written protest must be filed with the City Clerk within 72 hours of the conclusion of the ranking meeting. The written protest will be subsequently reviewed by the City Attorney who shall render a final decision on whether to allow or reject the protest. If allowed, the Respondent will have an opportunity to present to the City Commission with other ranked firms.

### **C.13 Response Content:**

The City requires the Proposer to submit a concise response clearly addressing all of the requirements outlined in this RFQ. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than one page
2. *Information Page* – Include project name, name of firm (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel.
4. *Company Information* – Background information about the company and each subcontractor and the services each provides.
5. *Methodology and Approach* – Descriptions which enable the City to assess the proposer’s capability to conduct the Cultural Resources Assessment in a structured and efficient manner.
6. *Personnel* – Resumes of the principals(s) assigned to the project and staff personnel, and/or sub-consultants available to support the proposed efforts.
7. *Qualifications* – Description of relevant experience for the prime contractor and each subcontractor connected with providing project work. Experience of team members working successfully together on other similar projects should be included.
8. *Representative Cultural Resource Assessment Projects and Client References* – Submit descriptions of similar assignments which were conducted by the consultant, including other agency/client’s contact name and telephone number.
9. *References* - The Consultant shall provide three references for Cultural Resource Assessment work which has been completed within the last five years.
10. *Sworn Statements and Affidavits* – The Consultant shall have signed and returned all forms attached herein as Exhibit A (Anti-Kickback, Public Entity Crimes, Equal Benefits for Domestic Partners, Cone of Silence) and in Appendices 1-13.

**Total proposal length (not including required forms) will not exceed 20 double side pages.**

**Exhibit A**  
**Affidavits**



**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA

SS:

COUNTY OF MONROE

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

BY: \_\_\_\_\_

sworn and prescribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

NOTARY PUBLIC, State of Florida

My commission expires:



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

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

1. This sworn statement is submitted to \_\_\_\_\_

by

\_\_\_\_\_

for

(print individual's name and title)

\_\_\_\_\_ (print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

\_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime: or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority  
\_\_\_\_\_ who, after first being sworn by me,  
(name of individual)  
affixed his/her signature in the space provided above on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_ NOTARY PUBLIC

My commission expires:

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_ )

: SS

COUNTY OF \_\_\_\_\_ )

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

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

By: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires:



**Sec. 2-773. Cone of Silence.**

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
  - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
  - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city



- evaluation and/or selection committee therefore; and
- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
  - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk.  
Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publically noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
  - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
  - (8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
  - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract,

rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

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

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (*Ord. No. 13-11, § 1, 6-18-2013*)

**Exhibit B**

**Consultant Ranking Form**

Project Name: Cultural Resources Assessment for Bahama Village Connectivity Project

Project Number: RFQ #18-003

Firm

\_\_\_\_\_

Date

\_\_\_\_\_

<b>SELECTION CRITERIA</b>	<b>POINTS ALLOWED</b>	<b>POINTS EARNED</b>
Past Performance on Similar Projects	30	
Approach and Understanding of Project	30	
Experience of Key Personnel	30	
Reference	10	
<b>Sub-Total Points</b>	<b>100</b>	

**Exhibit C**  
**Notice of Advertisement**

**NOTICE OF ADVERTISEMENT – REQUEST FOR QUALIFICATIONS**

NOTICE is hereby given to prospective proposers that responses will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 1300 White Street, Key West, Florida 33040 until **3 p.m. August 15, 2018** for the “Request for Qualifications 18-003 – Cultural Resources Assessment for Bahama Village Connectivity” in the Office of the City Clerk. Any responses received after the time announced will not be considered. Consultants shall be pre-qualified by the Florida Department of Transportation in Work Type 2.0 and provide services that involve expertise in archaeological and historical cultural resources. The consultant will be responsible to determine the required cultural resources level of effort and then complete indicated actions in accordance with federal, state and local statutes and regulations.

Scope of Services and Response Documents may be obtained from DemandStar by Onvia at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) or at [www.keywestcity.com/](http://www.keywestcity.com/) . One (1) original with two (2) flash drives, to be enclosed in sealed envelope clearly marked on the outside: **“Request for Qualifications # 18-003 – Cultural Resources Assessment”** the due date, and the respondent’s name, addressed and delivered to:

CITY CLERK  
1300 WHITE STREET  
KEY WEST, FLORIDA 33040

*At the time of the proposal, the successful Responder must show satisfactory documentation of state licenses (if applicable).*

*Any permit and/or license requirement and subsequent costs are located within the response documents. The successful Responder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the response in question. The City may reject responses: (1) for budgetary reasons, (2) if the responder misstates or conceals a material fact in its response, (3) if the response does not strictly conform to the law or is non-responsive to the response requirements, (4) if the response is conditional, or (5) if a change of circumstances occurs making the purpose of the response unnecessary, (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any response.*

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David Sermak, Purchasing Agent

**Exhibit D**

**Detailed Scope of Service and Qualifications Requirements  
Culture Resource Assessment for Bahama Village Connectivity Project**

FEDERAL AID NUMBER:	D617-050-B
PROJECT NUMBER:	FM #440023-1

**CULTURAL RESOURCE ASSESSMENT (CRA) & NATIONAL ENVIRONMENTAL  
POLICY ACT (NEPA) COMPLIANCE SERVICES**

## **BACKGROUND**

This study is to assess Cultural resources to include, but are not limited to, prehistoric and historic archeological sites of human occupation or burial, and historic structures generally fifty years of age or older such as houses, buildings, or bridges.

This study is first concerned with identifying all cultural resources potentially affected by the federally funded Local Agency Program (LAP) transportation projects listed herein, and involves archaeological and historical cultural resources surveys to identify such resources. The surveys may require detailed review of both primary and secondary source materials as well as resident and informant interviews. Cultural resources identified during these surveys are then assessed in terms of their significance, that is, eligibility for listing in the National Register of Historic Places (NRHP). This assessment is made in consultation with the City of Key West, Florida Department of Transportation (FDOT) District Six Environment Office, FDOT State Office of Environmental Management (OEM) and the Historic Compliance Review Section of the Division of Historical Resources (DHR), Department of State. Other agencies and organizations may also be involved in the assessment of a resource's significance.

The FDOT District Six and OEM, in consultation with the State Historic Preservation Officer (SHPO), then determine the potential effects of the proposed transportation project on any cultural resources identified as Significant. If a potential adverse effect on a significant cultural resource is identified, an attempt is made to avoid this effect or to mitigate its impacts. Mitigation measures may, for example, involve changes in project parameters, the excavation and documentation of aboriginal sites, or the documentation of historic structures. Avoidance or mitigation measures also involve consultation between the CITY, DEPARTMENT, OEM, representatives of the SHPO, and other agencies and organizations. Finally, all stages of this process are supported by complete documentation.

## **PURPOSE AND OBJECTIVES**

The Scope of Services describes the responsibilities of the CONSULTANT and the City of Key West (CITY) when conducting the Cultural Resources Assessment Survey Study necessary to comply with underlying laws and regulations and to obtain FDOT approval of the Study.

The study shall comply with the provisions of the National Historic Preservation Act (NHPA) of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800), the provisions contained in Chapter 267, Florida Statutes, and any other regulations, procedures, policies or agreements addressing the treatment of historic properties which include, but are not limited, to the following:

- Section 106 of the National Historic Preservation Act (NHPA) of 1966
- Archaeological and Historic Preservation Act of 1974 (Public Law 93-291)

- Chapter 253.027, Florida Statutes -Emergency Archaeological Property Acquisition Act
- Chapter 872, Florida Statutes -Offenses Concerning Dead Bodies and Graves
- FDOT Project Development & Environment (PD&E) Manual, Ch. 8, Archaeological and Cultural Resources
- 23 CFR 771 .135 Section 4(f) (Recodified as 49 U.S.C. 303).
- FDOT Cultural Resources Management Handbook
- FDOT Sociocultural Effects Evaluation Handbook
- Section 106 Programmatic Agreement between the ACHP, FHWA, SHPO, and FDOT Regarding Implementation of the Federal-Aid Highway Program in Florida

The purpose of the Cultural Resource Assessment Study (CRAS) is to locate, identify and bound any cultural resources, prehistoric or historic, associated with the Local Agency Program (LAP) transportation projects listed herein, and assess their significance in terms of eligibility for listing on the NHPA (according to the criteria set forth in 36 CFR Section 60.4). Additional services may include, but are not limited to, the following activities:

- Impact assessment on the LAP projects listed herein as they relate to cultural resources, and the development of recommendations for avoidance or mitigation;
- Phase I archeological surveys and evaluations;
- Photographic or other architectural documentation measures for evaluation of historic structures including bridges, districts, and linear resources;
- Cultural Resources Management (CRM) mitigation actions;
- Completion of Master Site File forms, as required;
- Evaluation, coordination and documentation of potential De Minimus, Exceptions / Exemptions or No Use Section 4(f) impacts to historical and archaeological resources;
- Preparing, or assisting with preparation of informational presentations to boards, committees, agencies, interested or consulting parties, and/or the public;
- Coordinating, developing, leading, conducting, assisting with, and documenting Affected Parties Consultation as required under Section 106 of the NHPA; advising the CITY of responsibility related to such;
- Preparing or assisting the CITY with preparation of agency transmittal and summary letters for CRAS, Effects, Memorandum of Agreement (MOA), and other CRM-related documents and other correspondence with agencies or the public;



## **SERVICES TO BE PERFORMED**

The CONSULTANT will provide any of the following services contained herein:

### **1. Cultural Resource Assessment Surveys (CRAS):**

The CONSULTANT will accomplish the following work elements in the completion of Cultural Resource Assessment Survey:

#### **a. Conduct a Literature Review and Background Research**

Archaeological and historical resource documentation pertinent to the project area will be identified and reviewed to determine the types of cultural resources present, their chronological associations, locational patterning, and other relevant findings. Such documentation will include, but not be limited to, Cultural Resource Survey Reports, Comprehensive Plan Studies, published books and journal articles, the National Register of Historic Places, the Florida Master Site File, and any county or local site inventory. This review will also include, when possible, information gathered from other professionals in pertinent disciplines, vocational archaeologists and historians, and local residents in the areas of the LAP project contained herein.

#### **b. Develop the Project Area of Potential Effect (APE)**

Per implementing regulations under 36 CFR 800.16, the CONSULTANT shall propose the Area of Potential Effect (APE) for the project, to include the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties. The CONSULTANT shall consider the scale and nature of an undertaking when developing the APE, including the potential for historic districts.

#### **c. Prepare Archaeological, Historical, and Environmental Overviews of the Project Area**

- 1) **Archaeological Overview:** A summary of the area's prehistoric and historic archaeology, and underwater archaeology if applicable/needed, will be prepared based on the findings of the literature review and other background research. The overview will identify the chronological, functional, and locational dimensions of the project area's archaeological record, as well as provide a basis to partition the project area into ranked zones of

archaeological site occurrence potential, to analyze recovered cultural data and to evaluate the significance of archaeological sites occurring in the project area.

- 2) **Historical overview:** an overview of the history of the project area will be prepared based on the findings of the literature review and other background research. The overview will identify the significant events, locations, structures and individuals associated with the development of the project area. Particular attention will be paid to land use patterns and the historical environment. The potential for historical archaeological sites will also be addressed. The overview will provide a basis for evaluating the significance of both historical and architectural/historical resources occurring in the project area.
- 3) **Environmental Overview:** An overview of the project area's salient features will be prepared to include a description of the area's topography, geology, hydrology, pedology, and vegetative associations. The description will include a discussion of past and present environmental configurations in terms of relationships to the occurrence of cultural resources.

#### d. Conduct a Field Survey of the Project Area

A cultural resources field assessment survey of the project area will be conducted.

To identify historic or archaeological resources, a reconnaissance survey of the standing structures along the project corridor shall be undertaken. As part of this effort, the CONSULTANT will inspect all structures along the project corridor to properly evaluate the historical or architectural significance of each property. When appropriate, informant interviews should be conducted concerning any potential cultural resources identified. In addition, any necessary primary and secondary source research will be conducted to supplement the background research which includes local information, materials kept by the Department of State in Tallahassee and elsewhere, and any other regional, state or Federal repositories.

If historic structures are encountered on a survey, each site will be properly mapped and photographed. This will include a topographic and a street map with the location of the structure(s) indicated. It should also include a sketch map showing the prominent resources on the property and black and white photographs of the sites integral features (i.e. main facade, formal entrances). Also, the estimated date of construction and architectural style should be determined. The structure's architectural-historical significance must be evaluated, when possible, and the principle personages involved in its construction identified (i.e. architect, builder, etc.).

- e. **Documentation:** A Florida Master Site File (FMSF) form will be completed on every prehistoric or historic cultural resource identified in the assessment survey. A NRHP

Determination of Eligibility (DOE) package will be completed on each prehistoric and historic cultural resource considered to be a significant-resource according to criteria established by law (see Federal Register, CFR No. 18, Vol. 39, Part 111, pp. 3369-3370 and Chapter 5, Section 2 of the FDOT Cultural Resource Management Handbook). In the case of historic resources, specifically historic structures and related features, the DOE package will include a NRHP Registration Form with accompanying documentation. Maps, drawings, and photographs should be used, as appropriate, in the documentation of the cultural resources addressed in the assessment process. Field notes documenting the progress of the assessment survey should be maintained. A Survey Log Sheet and survey location map should accompany the final report.

**f. Prepare Report Documenting the Results of the Cultural Resource Assessment**

A draft report presenting the methods, findings, evaluation, and recommendations of the CRAS of the entire project will be prepared and submitted to the CITY for review and comments, and submittal to the FDOT. The report is to be prepared as to conform to the standards set forth in FDOT's PD&E (Part 2, Chapter 12, as revised) as well as to the standards embodied on the Florida Division of Historical Resources "Historic Preservation Compliance Review Program Manual" (as revised). The draft report will also contain copies of the Master Site File forms and any applicable DOE forms, along with a Survey Log Sheet. Following the review of the draft document and receipt of comments, a final report will be submitted to the CITY for submittal to FDOT and SHPO.

**2. Conduct Section 106 Affected Parties Consultative Process / Public Involvement and Presentations:**

The CONSULTANT will identify, coordinate, develop, lead, conduct, document and/or assist with the consultative requirements under Section 106 of the NHPA including Affected Parties Consultation as required under Section 106 of the NHPA; and advise the DEPARTMENT on responsibilities related to this task. The CONSULTANT will be required to prepare for and/or present project- or program-related presentations and assist in preparation of presentations by CITY staff. Presentations may be made on an "as-needed" basis.

**3. Prepare Preliminary Case Study Report and Project Recommendations to Avoid Adverse Effects:**

The CONSULTANT will prepare a report documenting the potential effects of a transportation project on the cultural resource(s) determined to be significant by FDOT D6 in consultation with SHPO. The Case Study (Effects) Report should be written in accordance with pertinent specifications in the DEPARTMENT Project Development and Environment (PD&E) Manual, Part 2, Chapter 8, Archaeological and Historical Resources (latest version) and FDOT Cultural Resources Management Handbook.

This report shall include an expanded Recommendations Section intended to advise of any potential adverse effects to historic resources or historic districts, and to provide recommendations for project design modifications and/or mitigation, as appropriate, to avoid these adverse effects. The intent of this Section is to enable the FDOT D6 and SHPO to concur in these recommendations enabling the project designs to move forward while minimizing the potential for adverse effects under Section 106 and/or Section 4f.

#### **4. Section 4(f) Support:**

The CONSULTANT will be required to provide recommendations, support, coordination and document development regarding recreational and/or historic properties/sites that may be regulated under Section 4(f) of the Department of Transportation Act including DeMinimus, Exceptions/Exemptions and No Use Section 4(f) evaluations. CONSULTANT shall assist in preparation of appropriate forms and supporting documentation, recommend ways of avoiding Section 4(f) impacts, and assist with coordination with the Official With Jurisdiction (OWJ), as needed.

#### **5. LAP PROJECTS TO BE EVALUATED**

The CONSULTANT will prepare Cultural Resources Assessment to address the following projects:

##### **A. AMELIA STREET from Duval Street to Fort Street**

**Length:** 1,659 LF (.31mi)      **Right of Way Width:** 30.0 Feet

The contemplated Transportation Alternatives Program (TAP) funded project includes multimodal connectivity opportunities with an emphasis on “walkable community” features including existing and proposed bicycle paths, ADA sidewalks, lighting, signage, landscaping, street furniture, drainage, and related issues. Existing roadway surface will be milled and new asphalt paving placed. No right-of-way acquisition required.

Refer to Scope of Service Attachment A for plan/profile and cross-section plans for Amelia Street enhancements.

##### **B. GERALDINE STREET from Fort Street to Emma Street**

**Length:** 319 LF (.061mi)      **Right of Way Width:** 30.0 Feet

The contemplated Transportation Alternatives Program (TAP) funded project includes multimodal connectivity opportunities with an emphasis on “walkable community” features including existing and proposed bicycle paths, ADA sidewalks, lighting, signage, landscaping,

street furniture, drainage, and related issues. Existing roadway surface will be milled and new asphalt paving placed. No right-of-way acquisition required.

Refer to Scope of Service Attachment A for plan/profile and cross-section plans for Geraldine Street enhancements.

**C. SOUTHARD STREET from Duval Street to Thomas Street**

**Length:** 840 LF (.16mi)                      **Right of Way Width:** 50.0 Feet

The contemplated Transportation Alternatives Program (TAP) funded project includes multimodal connectivity opportunities with an emphasis on “walkable community” features including existing and proposed bicycle paths, ADA sidewalks, lighting, signage, landscaping, street furniture, drainage, and related issues. Existing roadway surface will be milled and new asphalt paving placed. No right-of-way acquisition required.

Refer to Scope of Service Attachment A for plan/profile and cross-section plans for Southard Street enhancements.

**Agency for all Projects: City of Key West**

<b>FY</b>	<b>PROGRAM</b>	<b>FM No.</b>	<b>Project Description</b>
2023	LAP	436671-1	Amelia St. Enhancements – Bahama Village Connectivity – Phase 1 Bike Lane/Sidewalk
2021	LAP	438682-1	Amelia St Enhancements Bahama Connectivity Project – Phase 2 Bike Path / Trail
2019	LAP	435497-2	Southard Street Resurfacing/Sidewalks
2020	LAP	435497-2	Southard Street Resurfacing/Sidewalks
2020	LAP	435497-1	Geraldine Street Enhancements

## 6. PERSONNEL STANDARDS AND QUALIFICATIONS

Personnel qualified to conduct cultural resource projects for this project are those individuals who meet at least the minimum criteria for historians, archaeologists, architectural historians and other professionals as set forth in the *U.S. Secretary of the Interior Standards and Guidelines for Archaeology and Historical Preservation* and 36 CFR Part 61, Chapter 1A-46.004, Florida Administrative Code, Criteria for Qualifications for Archaeologists, and the FDOT Cultural Resources Management Handbook (revised 2004 or later) Chapter 1, Section 1.2.1. In addition, personnel qualified to conduct all the services under this contract shall have demonstrated knowledge of and experience in National Environmental Policy Act (NEPA), Section 106 of the NHPA, and Section 4(f) analysis and documentation, as it pertains to transportation related projects in the State of Florida. Individuals responsible for conducting this study must have the requisite knowledge of regional prehistory and history to make informed decisions regarding NRHP eligibility, as well as be familiar with the types of resources likely to be encountered in South Florida during these projects, and the methods for identifying, evaluating, and documenting these resources. If SUB-CONSULTANTS or specialists are to be hired by the CONSULTANT, as needed during the course of the project, then documentation concerning these professionals must be provided at the appropriate time for review and approval.

The CONSULTANT should be prepared to provide qualified technical professionals at any level requested. It is also necessary that all qualified personnel assigned to a project perform project activities directly related to their specific area of expertise. In other words, archaeologists will not conduct historic building surveys, nor will historians or architectural historians describe and evaluate archaeological sites. This facilitates that the individuals conducting specific tasks meet the professional qualifications specified herein, and perform the necessary work in a credible and professional manner consistent with the intent of federal and state law.

The CONSULTANT shall submit signed, dated resumes of all personnel working on this contract, including proposed SUB-CONSULTANTS. The following job classifications have been identified for this study:

**Project Manager** - Bachelor's or Master's Degree with contract management experience. Five years of experience with FDOT PD&E studies or similar NEPA studies. Tasks include: conducting professional cultural resource and Section 4(f) studies and resource reviews, analyzing project budgets and accounting; supervising staff; reviewing and editing technical reports; overseeing SUBCONSULTANT management; planning and scheduling for the project as needed; and handling Quality Assurance/Quality Control (QA/QC).

**Principal Investigator** - The person or persons responsible for supervising the identification, evaluation, and documentation of archaeological and/or historic resources on cultural resource projects. In addition to an advanced degree in a Cultural Resources related field and at least five years

of related work experience, the resume shall document and provide references to demonstrate five years of experience with FDOT PD&E studies or similar NEPA studies and show timely project completion and successful FHWA/SHPO review.

**Architectural Historian** - The minimum professional qualifications are a graduate degree in architectural history, art history, historic preservation, or closely related field with course work in American architectural history plus one of the following:

- At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution, at least six months of which must be in South Florida.
- Substantial contribution through research and publication to the body of scholarly knowledge in the field of South Florida architectural history.

**Archaeologist** - The minimum professional qualifications are a graduate degree in archaeology, anthropology with archaeology as a major area of emphasis, or closely related field plus:

- At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration or management. In addition, a professional in precontact archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the precontact period.
- At least four months of supervised field and analytic experience in general North American archaeology.
- At least six months of field experience in South Florida.
- Demonstrated ability to carry out research to completion in a timely fashion.

**Historical Technician** - The minimum professional qualifications are a Bachelor's degree in history or closely related field plus one of the following:

- At least one year of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution, six months of which must be in South Florida.
- Substantial contribution through research and publication to the body of scholarly knowledge in the field of South Florida history.

**Archaeological Technician** - The minimum professional qualifications are a Bachelor's degree in archaeology, anthropology with archaeology as a major area of emphasis, or closely related field plus:

- At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration or management. In addition, a professional in pre-contact archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the pre-contact period.
- At least four months of supervised field and analytic experience in general North American archaeology.
- At least six months of field experience in South Florida.
- Demonstrated ability to carry out research to completion in a timely fashion.

**Draftsperson** - The minimum professional qualifications are an Associate's degree in computer programming, graphic design, Geographical Information Systems (GIS), Computer-aided Drafting and Design (CADD) or similar discipline and two years professional work experience.

**Technical Administrator** - The minimum professional qualifications are an Associate's degree in business, office management, or similar discipline and two years professional work experience.

**Clerical** - The minimum professional qualifications are a high school diploma and two years' work experience or equivalent.

If senior personnel changes during the course of the project, documentation for the individuals who will replace these professionals must be provided by the CONSULTANT for review and approval by the CITY prior to that person providing services on this contract.

## 7. City of Key West RESPONSIBILITIES

The CITY will be responsible for any or all the following as appropriate, for performance of the required services:

- a. Providing information related to all previously completed public involvement for the Bahama Village Masterplan including meetings, correspondence and related information;
- b. Providing all previously completed Cultural Resource surveys as required.
- c. Providing all available roadway plans, bridge plans, right-of-way maps, studies, photographs, project history, and other available information pertinent to the subject.
- d. Review of documents and coordination of all submittals to the FDOT District 6 Cultural Resources Coordinator for review and approval by the agencies.



## **SUBMITTALS**

All submittals of Cultural Resource Assessments or other documents will be required to be in hard copy (3 copies) and electronic (pdf) format (3 copies on a computer disc) unless otherwise directed by the CITY.

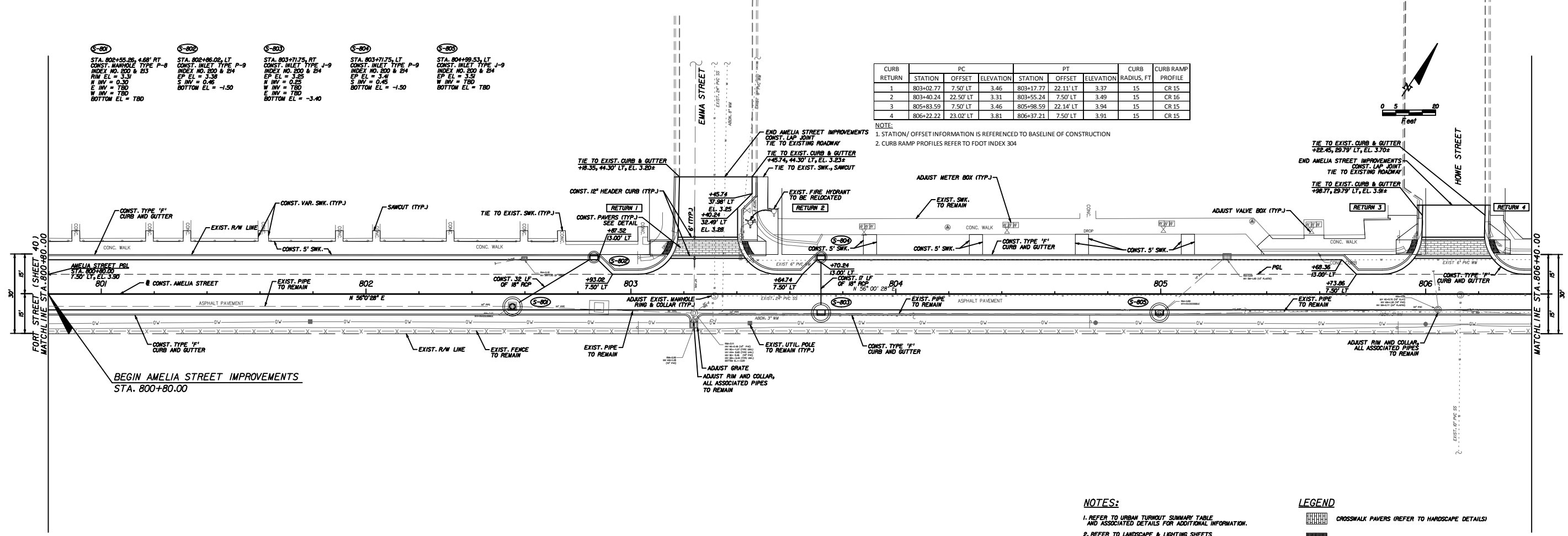
**ATTACHMENT A**

**PLAN / PROFILE AND CROSS-SECTION PLANS**

**AMELIA STREET – GERALDINE STREET – SOUTHARD STREET**

<b>S-801</b> STA. 802+55.25, 4.68' RT CONST. MANHOLE TYPE P-8 INDEX NO. 200 & 213 RIM EL = 3.31 H INV = 0.30 E INV = T80 W INV = T80 BOTTOM EL = T80	<b>S-802</b> STA. 804+06.06, LT CONST. INLET TYPE P-9 INDEX NO. 200 & 214 EP EL = 3.38 S INV = 0.46 BOTTOM EL = -1.50	<b>S-803</b> STA. 803+71.75, RT CONST. INLET TYPE J-9 INDEX NO. 200 & 214 EP EL = 3.25 H INV = 0.25 E INV = T80 W INV = T80 BOTTOM EL = -3.40	<b>S-804</b> STA. 803+71.75, LT CONST. INLET TYPE P-9 INDEX NO. 200 & 214 EP EL = 3.4 S INV = 0.45 BOTTOM EL = -1.50	<b>S-805</b> STA. 804+39.53, LT CONST. INLET TYPE J-9 INDEX NO. 200 & 214 EP EL = 3.51 H INV = T80 E INV = T80 W INV = T80 BOTTOM EL = T80
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CURB RETURN	PC			PT			CURB RADIUS, FT	CURB RAMP PROFILE
	STATION	OFFSET	ELEVATION	STATION	OFFSET	ELEVATION		
1	803+02.77	7.50' LT	3.46	803+17.77	22.11' LT	3.37	15	CR 15
2	803+40.24	22.50' LT	3.31	803+55.24	7.50' LT	3.49	15	CR 16
3	805+83.59	7.50' LT	3.46	805+98.59	22.14' LT	3.94	15	CR 15
4	806+22.22	23.02' LT	3.81	806+37.21	7.50' LT	3.91	15	CR 15



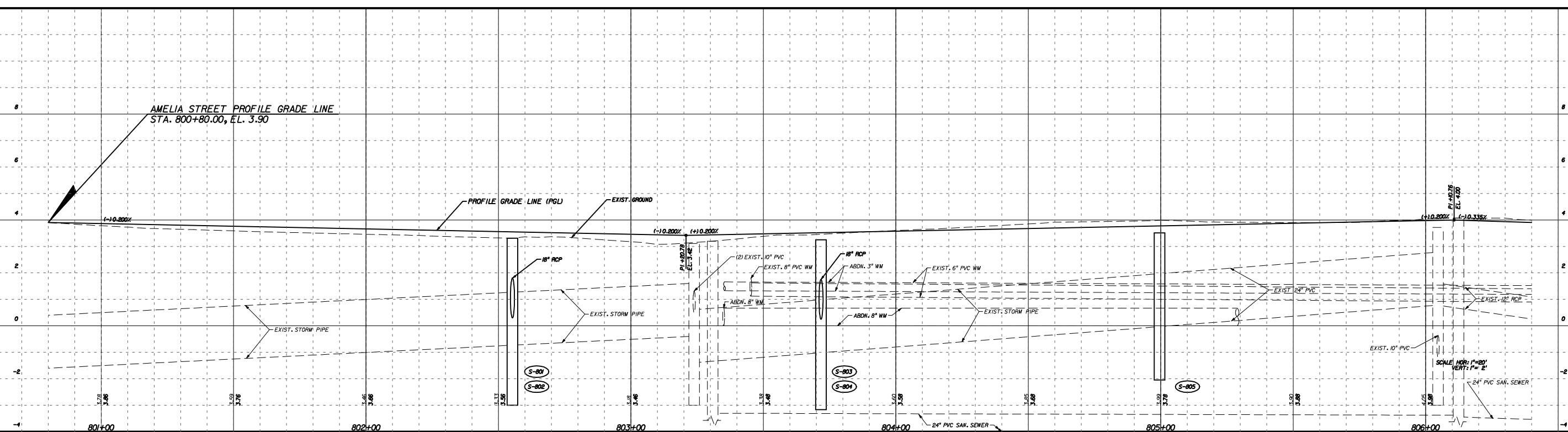
NOTE:  
1. STATION/OFFSET INFORMATION IS REFERRED TO BASELINE OF CONSTRUCTION  
2. CURB RAMP PROFILES REFER TO FDOT INDEX 304

**NOTES:**

- REFER TO URBAN TURNOUT SUMMARY TABLE AND ASSOCIATED DETAILS FOR ADDITIONAL INFORMATION.
- REFER TO LANDSCAPE & LIGHTING SHEETS FOR ADDITIONAL INFORMATION RELATED TO TREE REMOVAL.

**LEGEND**

- CROSSWALK PAVERS (REFER TO HARDSCAPE DETAILS)
- DETECTABLE WARNING DOMES (REFER TO FDOT INDEX 304)



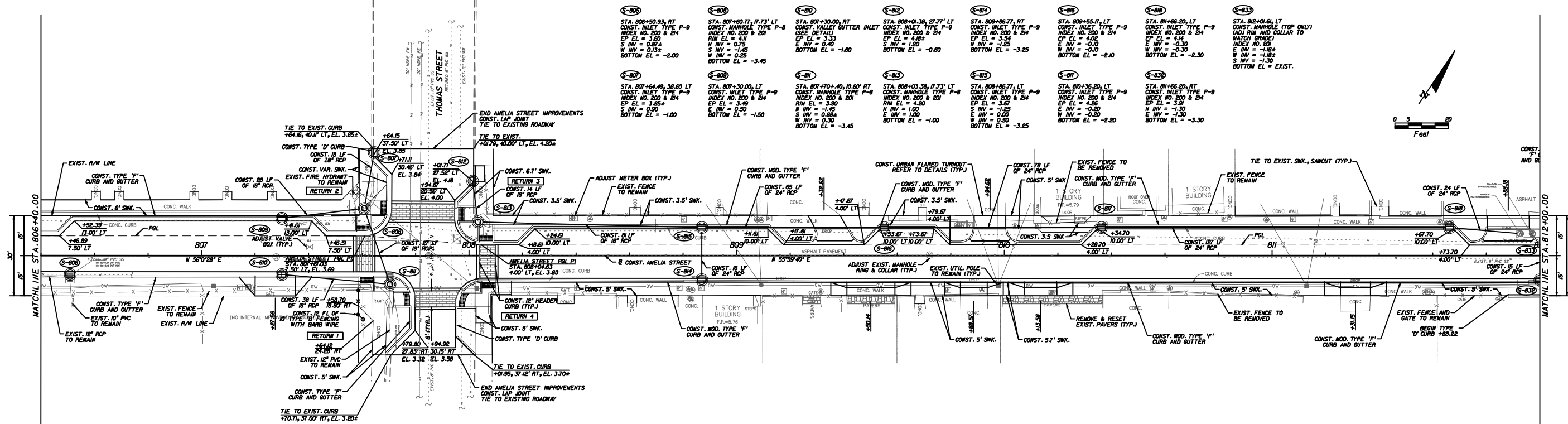
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**Kimley-Horn and Associates, Inc.**  
BRIAN A. GOOD, P.E.  
P.E. LICENSE NUMBER 56939  
445 24th STREET, SUITE 200  
VERO BEACH, FL 32960  
(772) 794-4100  
CERTIFICATE OF AUTHORIZATION: 00000696

**CITY OF KEY WEST  
FLORIDA**  
**BAHAMA VILLAGE/TRUMAN WATERFRONT  
CONNECTIVITY PROJECTS**

**AMELIA STREET  
PLAN AND PROFILE**

SHEET NO.  
**52**



- S-800 STA. 807+50.93, RT  
CONST. MANHOLE TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 3.80  
S INV = 0.85  
W INV = 0.03  
BOTTOM EL = -2.00
- S-801 STA. 807+54.49, 38.80 LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 3.25  
S INV = 0.50  
BOTTOM EL = -1.00
- S-802 STA. 807+60.71, 17.73' LT  
CONST. INLET TYPE P-8  
INDEX NO. 200 & 214  
RIM EL = 4.18  
S INV = -1.45  
W INV = 0.25  
BOTTOM EL = -3.45
- S-803 STA. 807+30.00, LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 3.49  
S INV = 0.50  
BOTTOM EL = -1.50
- S-804 STA. 807+70+40, 10.80' RT  
CONST. MANHOLE TYPE P-8  
(SEE DETAIL)  
RIM EL = 3.50  
S INV = -1.45  
W INV = 0.25  
BOTTOM EL = -3.45
- S-805 STA. 807+03.38, 27.71' LT  
CONST. VALLEY GUTTER INLET  
INDEX NO. 200 & 214  
EP EL = 4.28  
S INV = 1.20  
BOTTOM EL = -0.80
- S-806 STA. 808+01.38, 27.71' LT  
CONST. MANHOLE TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 4.28  
S INV = 1.20  
BOTTOM EL = -0.80
- S-807 STA. 808+96.71, RT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 3.54  
S INV = -1.25  
BOTTOM EL = -3.25
- S-808 STA. 808+55.17, LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 4.06  
S INV = 0.75  
W INV = -0.20  
BOTTOM EL = -2.10
- S-809 STA. 808+96.71, LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 3.54  
S INV = -1.25  
BOTTOM EL = -3.25
- S-810 STA. 809+36.20, LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 4.28  
S INV = -0.50  
W INV = -0.20  
BOTTOM EL = -2.20
- S-811 STA. 809+55.17, LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 4.06  
S INV = 0.75  
W INV = -0.20  
BOTTOM EL = -2.10
- S-812 STA. 811+66.20, LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 214  
EP EL = 4.14  
S INV = -0.30  
W INV = -0.30  
BOTTOM EL = -2.30
- S-813 STA. 812+01.81, LT  
CONST. MANHOLE (TOP ONLY)  
(ADJ. RIM AND COLLAR TO  
MATCH GRADE)  
INDEX NO. 200  
E INV = -1.85  
S INV = -1.30  
BOTTOM EL = EXIST.

CURB RETURN	STATION	PC	OFFSET	ELEVATION	STATION	PT	OFFSET	ELEVATION	CURB RADIUS, FT	CURB RAMP PROFILE
1	807+69.75	6.00' RT	3.45	807+79.75	15.95' RT	3.43	10	CR 15		
2	807+61.03	7.50' LT	3.69	807+71.03	17.44' LT	3.82	10	CR 15		
3	807+94.63	14.06' LT	3.89	808+04.63	4.00' LT	3.83	10	CR 15		
4	807+94.87	18.55' RT	3.43	808+04.87	8.50' RT	3.58	10	CR 26		

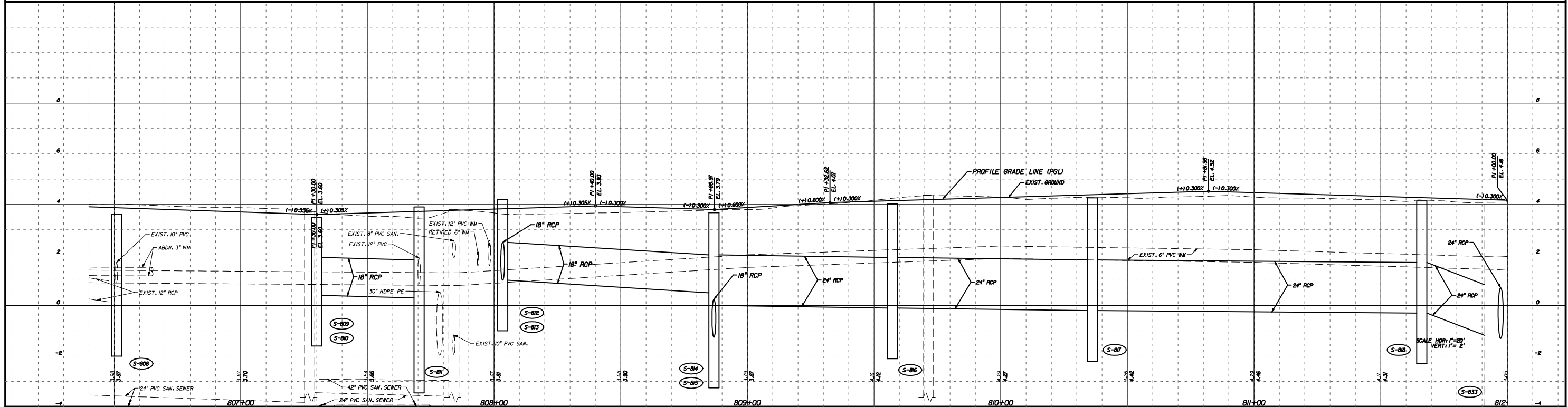
NOTE:  
1. STATION/ OFFSET INFORMATION IS REFERENCED TO BASELINE OF CONSTRUCTION  
2. CURB RAMP PROFILES REFER TO FDOT INDEX 304

**NOTES:**

1. REFER TO URBAN TURNOUT SUMMARY TABLE AND ASSOCIATED DETAILS FOR ADDITIONAL INFORMATION.
2. REFER TO LANDSCAPE & LIGHTING SHEETS FOR ADDITIONAL INFORMATION RELATED TO TREE REMOVAL.

**LEGEND**

- CROSSWALK PAVERS (REFER TO HARDSCAPE DETAILS)
- DETECTABLE WARNING DOMES (REFER TO FDOT INDEX 304)



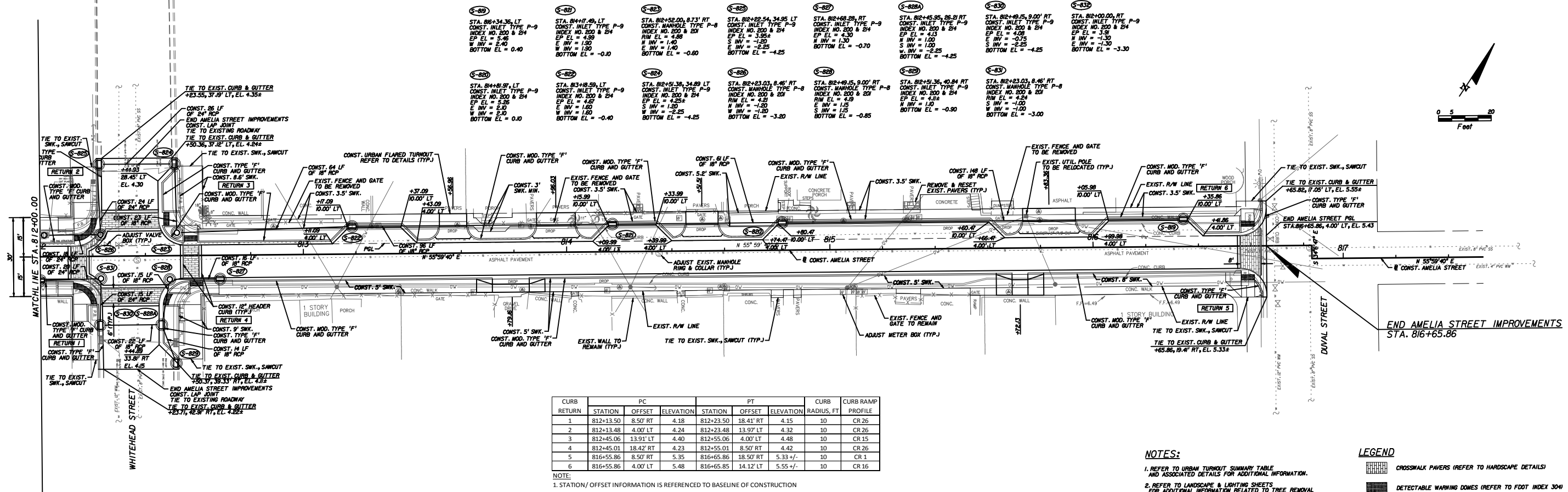
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**Kimley-Horn and Associates, Inc.**  
 BRIAN A. GOOD, P.E.  
 P.E. LICENSE NUMBER 56939  
 445 24th STREET, SUITE 200  
 VERO BEACH, FL 32960  
 (772) 794-4100  
 CERTIFICATE OF AUTHORIZATION: 00000696

**CITY OF KEY WEST  
 FLORIDA**  
**BAHAMA VILLAGE/TRUMAN WATERFRONT  
 CONNECTIVITY PROJECTS**

**AMELIA STREET  
 PLAN AND PROFILE**

SHEET NO. 53

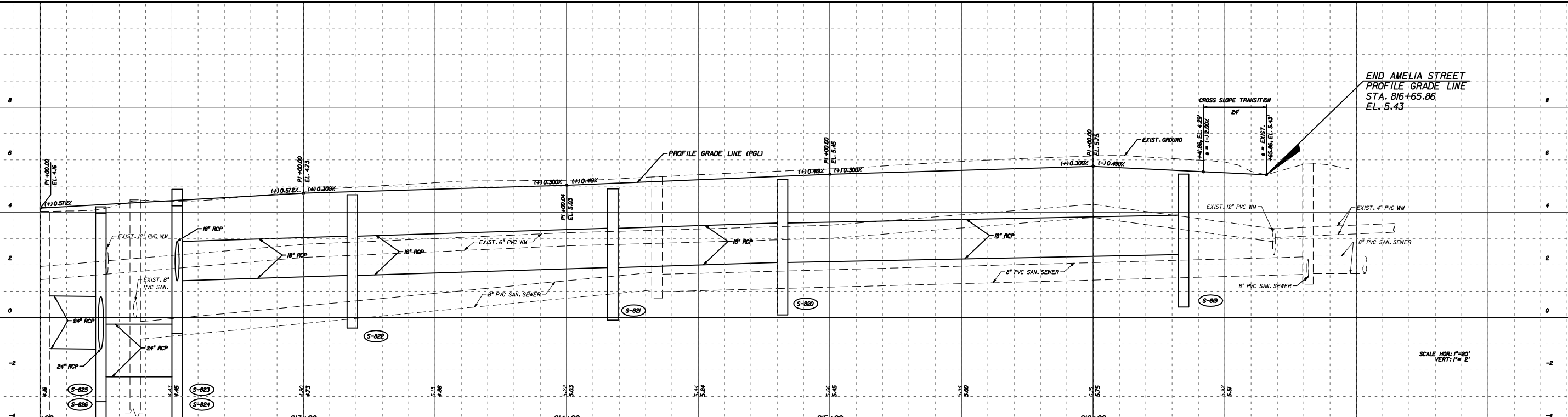


CURB RETURN	PC			PT			CURB RADIUS, FT	CURB RAMP PROFILE
	STATION	OFFSET	ELEVATION	STATION	OFFSET	ELEVATION		
1	812+13.50	8.50' RT	4.18	812+23.50	18.41' RT	4.15	10	CR 26
2	812+13.48	4.00' LT	4.24	812+23.48	13.97' LT	4.32	10	CR 26
3	812+45.06	13.91' LT	4.40	812+55.06	4.00' LT	4.48	10	CR 15
4	812+45.01	18.42' RT	4.23	812+55.01	8.50' RT	4.42	10	CR 26
5	816+55.86	8.50' RT	5.35	816+65.86	18.50' RT	5.33 +/-	10	CR 1
6	816+55.86	4.00' LT	5.48	816+65.85	14.12' LT	5.55 +/-	10	CR 16

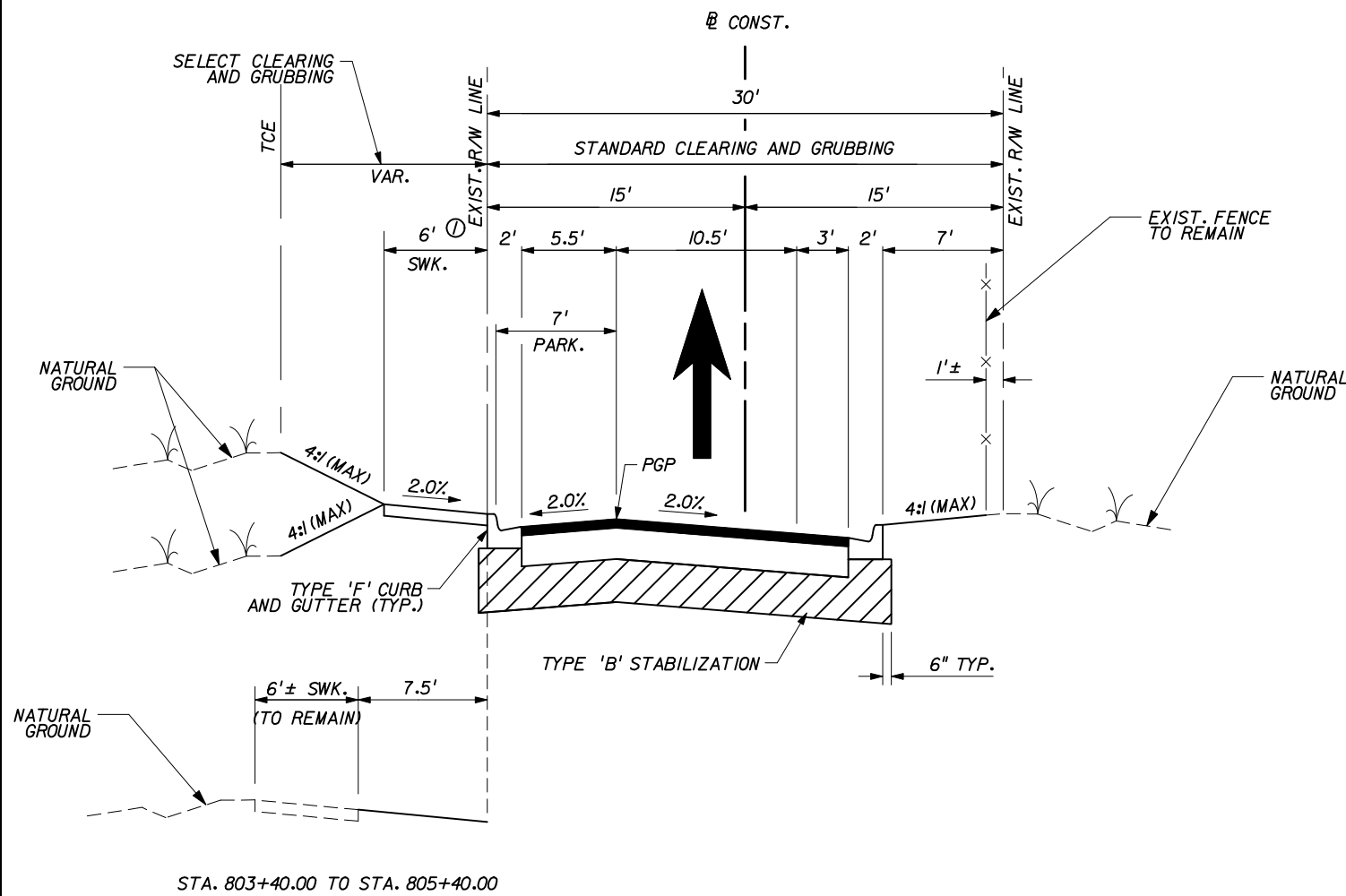
NOTE:  
 1. STATION/OFFSET INFORMATION IS REFERENCED TO BASELINE OF CONSTRUCTION  
 2. CURB RAMP PROFILES REFER TO FOOT INDEX 304

**NOTES:**  
 1. REFER TO URBAN TURNOUT SUMMARY TABLE AND ASSOCIATED DETAILS FOR ADDITIONAL INFORMATION.  
 2. REFER TO LANDSCAPE & LIGHTING SHEETS FOR ADDITIONAL INFORMATION RELATED TO TREE REMOVAL.

**LEGEND**  
  
 CROSSWALK PAVERS (REFER TO HARDSCAPE DETAILS)  
 DETECTABLE WARNING DOMES (REFER TO FOOT INDEX 304)

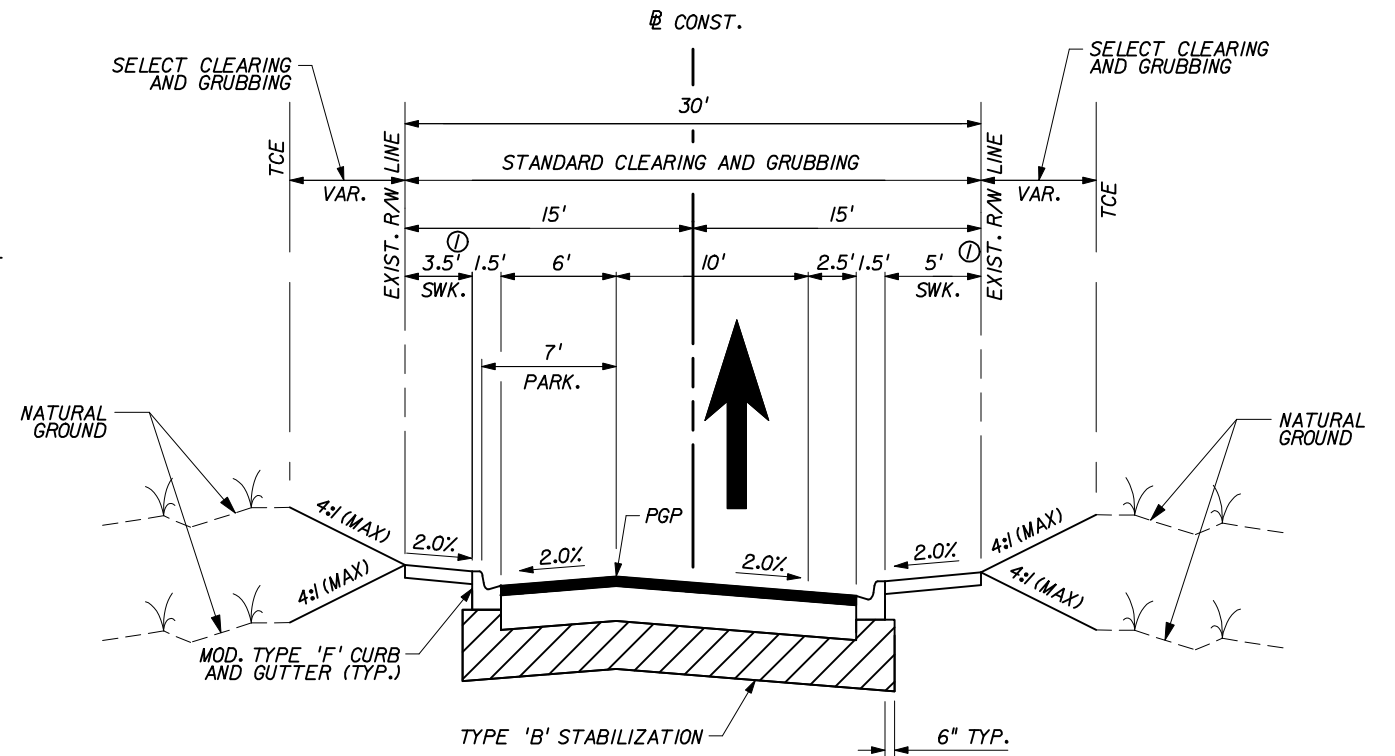


<b>REVISIONS</b> DATE BY DESCRIPTION  DATE BY DESCRIPTION		 <b>Kimley-Horn and Associates, Inc.</b> BRIAN A. GOOD, P.E. P.E. LICENSE NUMBER 56939 445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100 CERTIFICATE OF AUTHORIZATION: 00000696	<b>CITY OF KEY WEST</b> <b>FLORIDA</b> <b>BAHAMA VILLAGE/TRUMAN WATERFRONT</b> <b>CONNECTIVITY PROJECTS</b>	<b>AMELIA STREET</b> <b>PLAN AND PROFILE</b>	SHEET NO. <b>54</b>
			Jagan.katkur1 2/28/2011 3:50:32 PM K:\VRB_Roadway\44481000-Duval\CADD\RDWY\PLPRRD-NEW\AMELPRRD03.dgn		



STA. 803+40.00 TO STA. 805+40.00

STA. 800+80.00 TO STA. 807+80.00



STA. 807+80.00 TO STA. 816+65.86

**NOTES:**

1. SIDEWALK WIDTH WILL VARY ALONG CORRIDOR DUE TO PHYSICAL ENCROACHMENTS INTENDED TO REMAIN OR THE PROPOSED SIDEWALK EXTENDING BEYOND THE EXISTING RIGHT-OF-WAY FOR PURPOSES OF HARMONIZATION. CONTRACTOR TO COORDINATE WITH CITY REPRESENTATIVE REGARDING SIDEWALK WIDTH VARIATIONS LOCATED ALONG THE CORRIDOR.
2. CONTRACTOR SHALL REVIEW THE PLAN & PROFILE SHEETS FOR ISOLATED VARIATIONS TO THE PROPOSED TYPICAL SECTIONS.

POSTED SPEED = 30 MPH  
DESIGN SPEED = 35 MPH

**NEW CONSTRUCTION**  
FRICTION COURSE FC-9.5 (TRAFFIC C)(1.5") (RUBBER)  
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C)(2")  
CEMENTED COQUINA LBR 100 (10")  
TYPE 'B' STABILIZATION (12") (MIN. LBR 40)

**NEW CONSTRUCTION**  
FRICTION COURSE FC-9.5 (TRAFFIC C)(1.5") (RUBBER)  
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C)(2")  
CEMENTED COQUINA LBR 100 (10")  
TYPE 'B' STABILIZATION (12") (MIN. LBR 40)

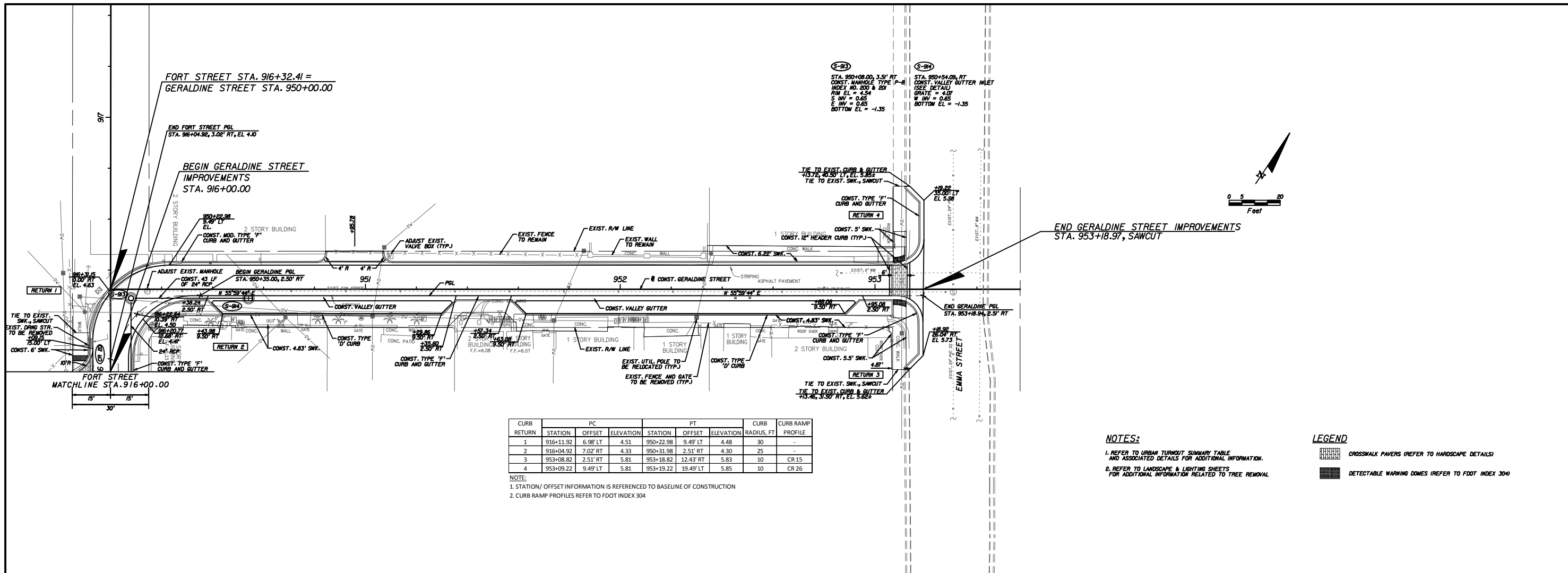
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**Kimley-Horn and Associates, Inc.**  
BRIAN A. GOOD, P.E.  
P.E. LICENSE NUMBER 56939  
445 24th STREET, SUITE 200  
VERO BEACH, FL 32960  
(772) 794-4100  
CERTIFICATE OF AUTHORIZATION: 00000696

**CITY OF KEY WEST  
FLORIDA**  
**BAHAMA VILLAGE/TRUMAN WATERFRONT  
CONNECTIVITY PROJECTS**

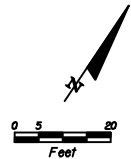
**AMELIA STREET  
TYPICAL SECTION**

SHEET NO.  
**24**



(S-93)  
 STA. 950+08.00, 3.5' RT  
 CONST. MANHOLE TYPE P-8  
 HOLES NO. 300 & 301  
 RIM EL = 4.54  
 S INV = 0.65  
 E INV = 0.65  
 BOTTOM EL = -1.35

(S-94)  
 STA. 950+54.09, RT  
 CONST. VALLEY GUTTER INLET  
 (SEE DETAIL)  
 GRATE = 4.0'  
 S INV = 0.65  
 BOTTOM EL = -1.35

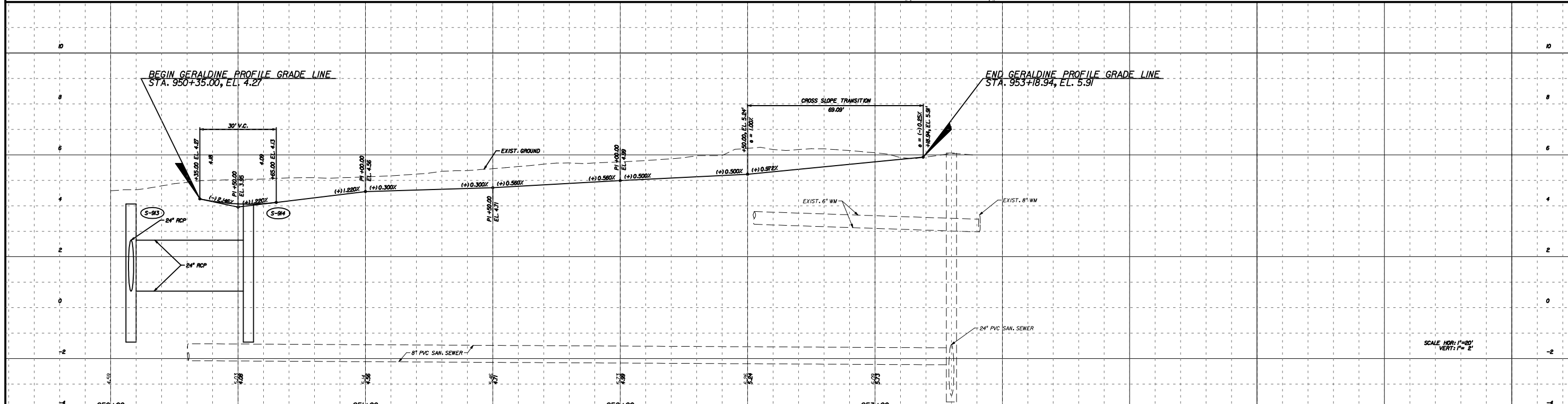


CURB RETURN	STATION	PC	OFFSET	ELEVATION	STATION	PT	OFFSET	ELEVATION	CURB RADIUS, FT	CURB RAMP PROFILE
1	916+11.92	6.98' LT	4.51	950+22.98	9.49' LT	4.48	30	-	-	-
2	916+04.92	7.02' RT	4.33	950+31.98	2.51' RT	4.30	25	-	-	-
3	953+08.92	2.51' RT	5.81	953+18.82	12.43' RT	5.83	10	CR 15	-	-
4	953+09.22	9.49' LT	5.81	953+19.22	19.49' LT	5.85	10	CR 26	-	-

NOTE:  
 1. STATION/OFFSET INFORMATION IS REFERENCED TO BASELINE OF CONSTRUCTION  
 2. CURB RAMP PROFILES REFER TO FDOT INDEX 304

**NOTES:**  
 1. REFER TO URBAN TURNOUT SUMMARY TABLE AND ASSOCIATED DETAILS FOR ADDITIONAL INFORMATION.  
 2. REFER TO LANDSCAPE & LIGHTING SHEETS FOR ADDITIONAL INFORMATION RELATED TO TREE REMOVAL

**LEGEND**  
 CROSSWALK PAVERS (REFER TO HARDSCAPE DETAILS)  
 DETECTABLE WARNING DOMES (REFER TO FDOT INDEX 304)



SCALE HOR: 1"=20'  
 VERT: 1"=2'

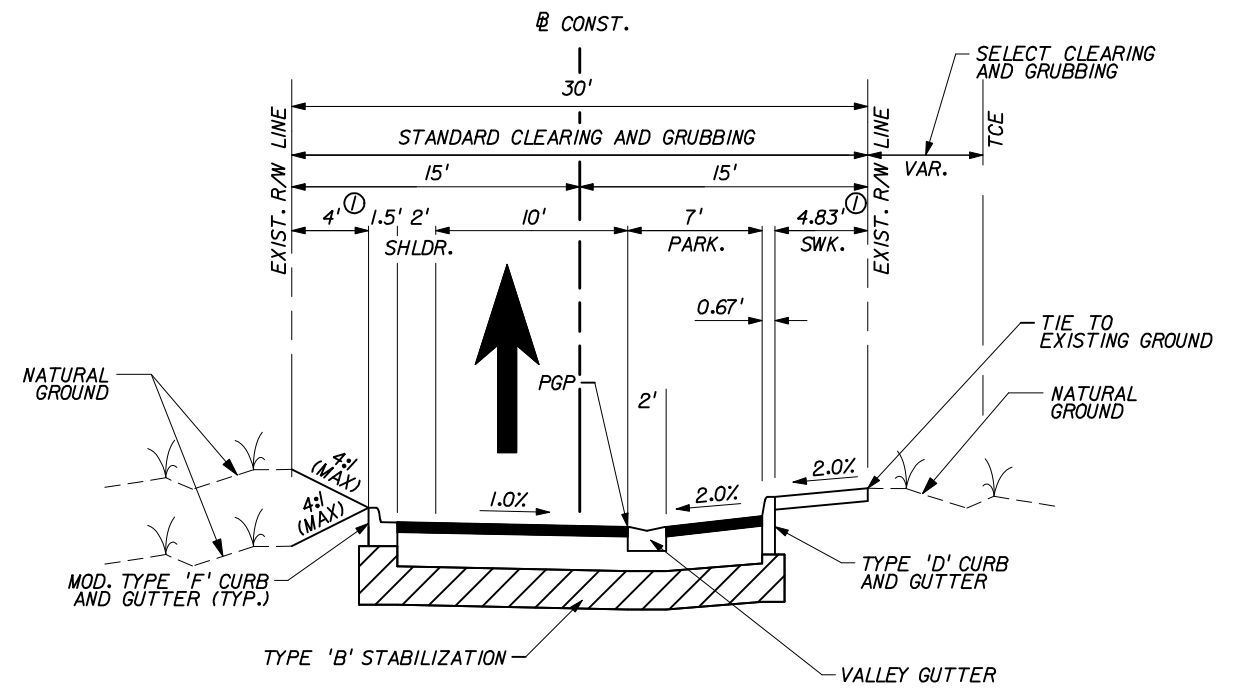
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**Kimley-Horn and Associates, Inc.**  
 BRIAN A. GOOD, P.E.  
 P.E. LICENSE NUMBER 56939  
 445 24th STREET, SUITE 200  
 VERO BEACH, FL 32960  
 (772) 794-4100  
 CERTIFICATE OF AUTHORIZATION: 00000696

**CITY OF KEY WEST  
 FLORIDA**  
**BAHAMA VILLAGE/TRUMAN WATERFRONT  
 CONNECTIVITY PROJECTS**

**GERALDINE STREET  
 PLAN AND PROFILE**

SHEET NO.  
 58



STA. 950+00.00 TO STA. 953+18.97

**NOTES:**

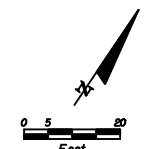
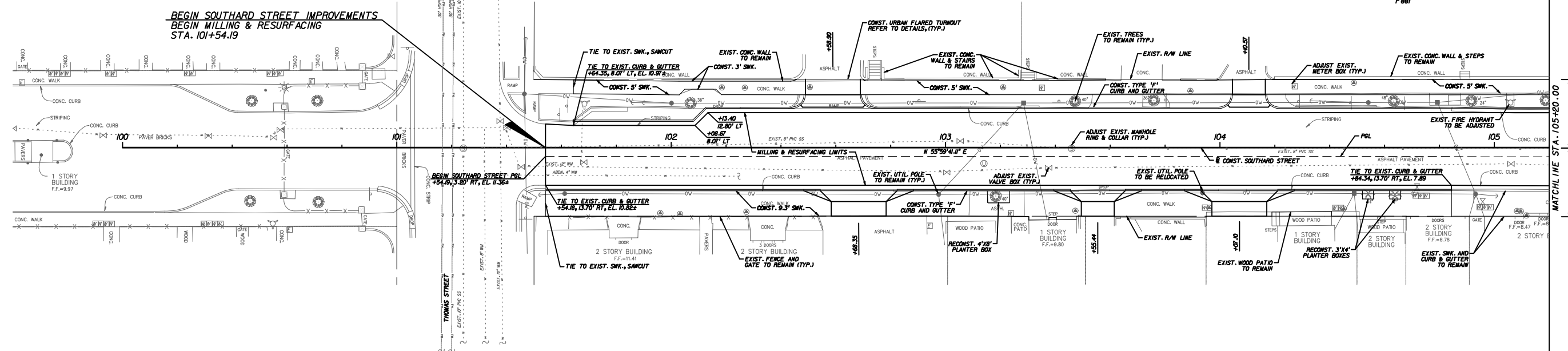
1. SIDEWALK WIDTH WILL VARY ALONG CORRIDOR DUE TO PHYSICAL ENCROACHMENTS INTENDED TO REMAIN OR THE PROPOSED SIDEWALK EXTENDING BEYOND THE EXISTING RIGHT-OF-WAY FOR PURPOSES OF HARMONIZATION. CONTRACTOR TO COORDINATE WITH CITY REPRESENTATIVE REGARDING SIDEWALK WIDTH VARIATIONS LOCATED ALONG THE CORRIDOR.
2. CONTRACTOR SHALL REVIEW THE PLAN & PROFILE SHEETS FOR ISOLATED VARIATIONS TO THE PROPOSED TYPICAL SECTIONS.

POSTED SPEED = 30 MPH  
DESIGN SPEED = 35 MPH

**NEW CONSTRUCTION**  
 FRICTION COURSE FC-9.5 (TRAFFIC C) (1.5") (RUBBER)  
 TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C) (2")  
 CEMENTED COQUINA LBR 100 (10")  
 TYPE 'B' STABILIZATION (12") (MIN. LBR 40)

REVISIONS						 BRIAN A. GOOD, P.E. P.E. LICENSE NUMBER 56939 445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100 CERTIFICATE OF AUTHORIZATION# 00000696	<b>CITY OF KEY WEST</b> <b>FLORIDA</b> <b>BAHAMA VILLAGE/TRUMAN WATERFRONT</b> <b>CONNECTIVITY PROJECTS</b>	<b>GERALDINE STREET</b> <b>TYPICAL SECTION</b>	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION				27



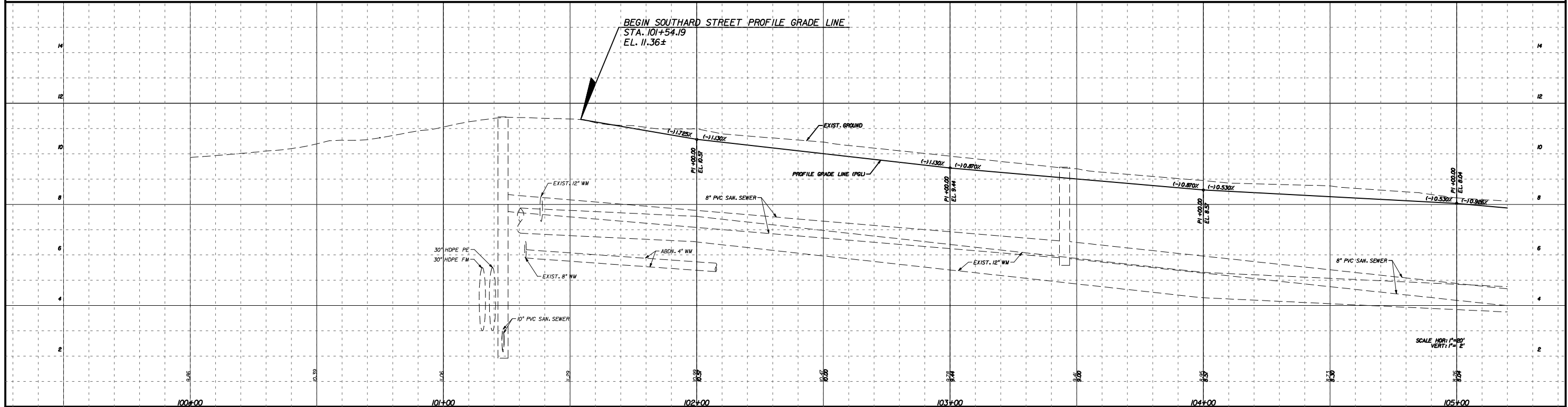


**NOTES:**

1. REFER TO URBAN TURNOUT SUMMARY TABLE AND ASSOCIATED DETAILS FOR ADDITIONAL INFORMATION.
2. REFER TO LANDSCAPE & LIGHTING SHEETS FOR ADDITIONAL INFORMATION RELATED TO TREE REMOVAL.

**LEGEND**

- CROSSWALK PAVERS (REFER TO HARDSCAPE DETAILS)
- DETECTABLE WARNING DOMES (REFER TO FDOT INDEX 304)



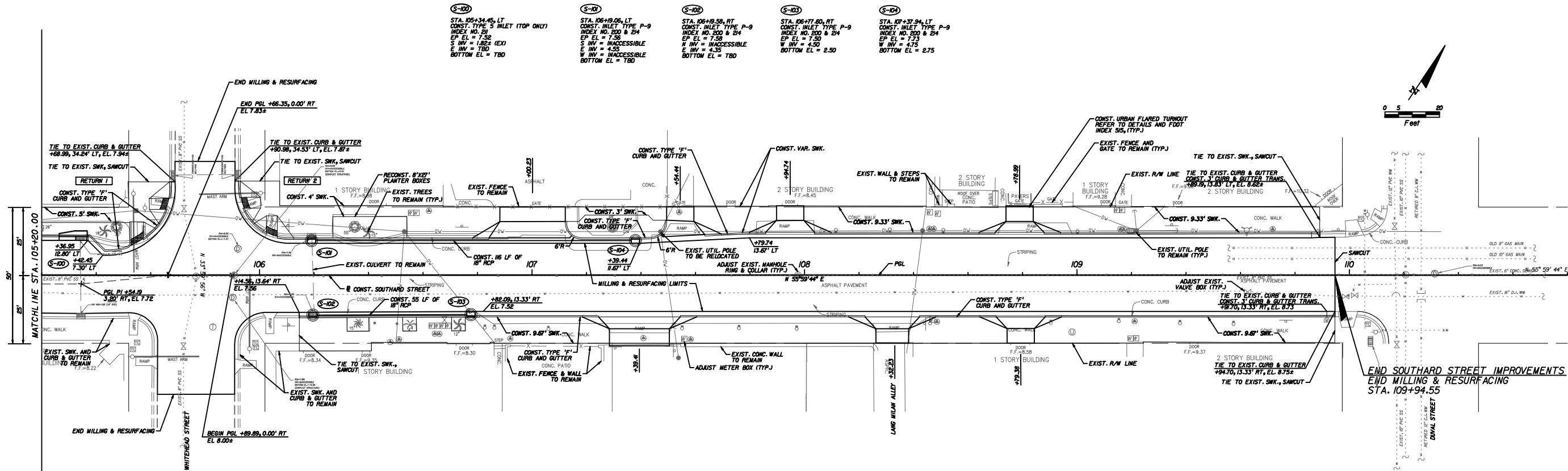
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**Kimley-Horn and Associates, Inc.**  
 BRIAN A. GOOD, P.E.  
 P.E. LICENSE NUMBER 56939  
 445 24th STREET, SUITE 200  
 VERO BEACH, FL 32960  
 (772) 794-4100  
 CERTIFICATE OF AUTHORIZATION: 00000696

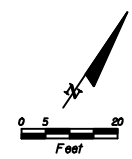
**CITY OF KEY WEST  
 FLORIDA**  
**BAHAMA VILLAGE/TRUMAN WATERFRONT  
 CONNECTIVITY PROJECTS**

**SOUTHARD STREET  
 PLAN AND PROFILE**

SHEET NO.  
**32**



- S-101**  
STA. 105+34.45, LT  
CONST. TYPE 5 INLET (TOP ONLY)  
INDEX NO. 20  
EP EL = 7.52  
S INV = 1.85 (EX)  
E INV = TBD  
BOTTOM EL = TBD
- S-102**  
STA. 106+19.06, LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 204  
EP EL = 7.52  
S INV = INACCESSIBLE  
E INV = 4.52  
W INV = INACCESSIBLE  
BOTTOM EL = TBD
- S-103**  
STA. 106+19.59, RT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 204  
EP EL = 7.52  
S INV = INACCESSIBLE  
E INV = 4.35  
W INV = INACCESSIBLE  
BOTTOM EL = TBD
- S-104**  
STA. 106+71.60, RT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 204  
EP EL = 7.50  
S INV = 4.50  
E INV = 4.35  
W INV = 4.35  
BOTTOM EL = 2.50
- S-105**  
STA. 107+37.94, LT  
CONST. INLET TYPE P-9  
INDEX NO. 200 & 204  
EP EL = 7.53  
S INV = 4.75  
E INV = 4.35  
W INV = 4.35  
BOTTOM EL = 2.75



CURB RETURN	PC STATION	PC OFFSET	PC ELEVATION	PT STATION	PT OFFSET	PT ELEVATION	CURB RADIUS, FT	CURB RAMP PROFILE
1	105+44.03	7.30' LT	7.61	105+69.03	32.36' LT	7.91	25	CR 1, CR 22
2	105+90.94	31.72' LT	7.84	106+10.94	11.67' LT	7.63	20	CR 1

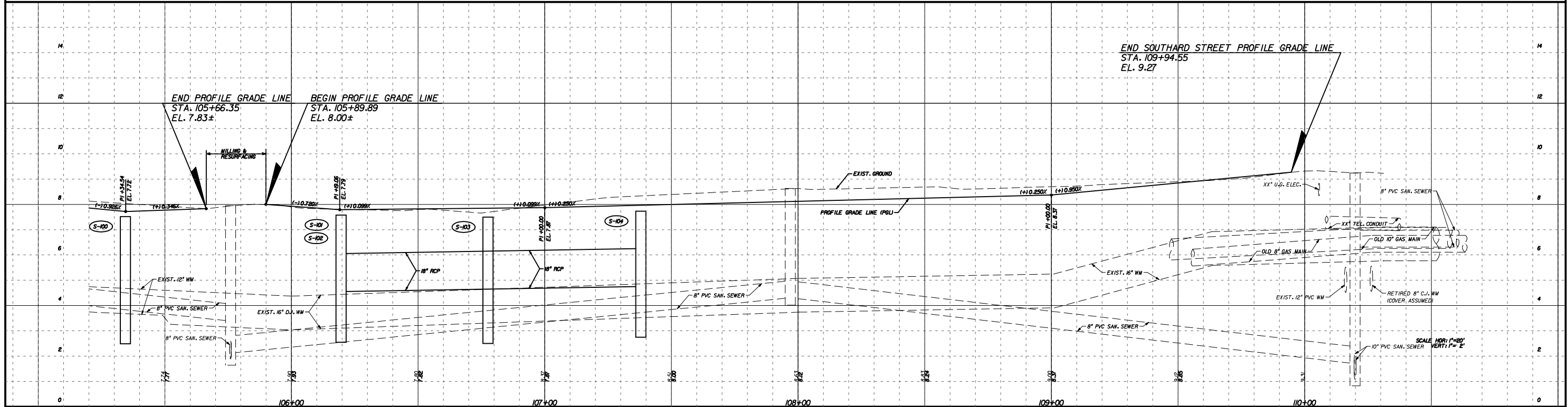
- NOTE:**  
1. STATION/ OFFSET INFORMATION IS REFERENCED TO BASELINE OF CONSTRUCTION  
2. CURB RAMP PROFILES REFER TO FOOT INDEX 304

**NOTES:**

- REFER TO URBAN TURNOUT SUMMARY TABLE AND ASSOCIATED DETAILS FOR ADDITIONAL INFORMATION.
- REFER TO LANDSCAPE & LIGHTING SHEETS FOR ADDITIONAL INFORMATION RELATED TO TREE REMOVAL.
- CONTRACTOR SHALL REPLACE EXISTING SIGNALIZATION PAVEMENT LOOPS IN LINE KING.

**LEGEND**

- CROSSWALK PAVERS (REFER TO HARDSCAPE DETAILS)
- DETECTABLE WARNING DOMES (REFER TO FOOT INDEX 304)



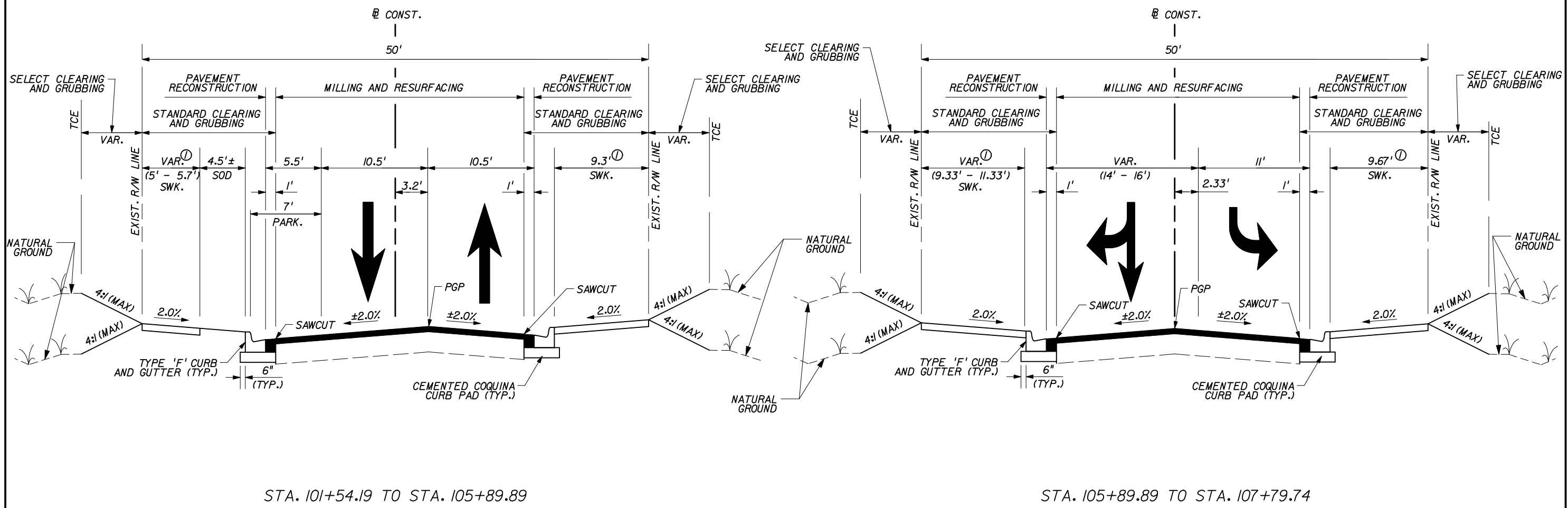
DATE		BY		DESCRIPTION	

**Kimley-Horn and Associates, Inc.**  
BRIAN A. GOOD, P.E.  
P.E. LICENSE NUMBER 56939  
445 24th STREET, SUITE 200  
VERO BEACH, FL 32960  
(772) 794-4100  
CERTIFICATE OF AUTHORIZATION: 00000696

**CITY OF KEY WEST  
FLORIDA**  
**BAHAMA VILLAGE/TRUMAN WATERFRONT  
CONNECTIVITY PROJECTS**

**SOUTHARD STREET  
PLAN AND PROFILE**

SHEET NO.  
**33**



STA. 101+54.19 TO STA. 105+89.89

STA. 105+89.89 TO STA. 107+79.74

**NOTES:**

1. SIDEWALK WIDTH WILL VARY ALONG CORRIDOR DUE TO PHYSICAL ENCROACHMENTS INTENDED TO REMAIN OR THE PROPOSED SIDEWALK EXTENDING BEYOND THE EXISTING RIGHT-OF-WAY FOR PURPOSES OF HARMONIZATION. CONTRACTOR TO COORDINATE WITH CITY REPRESENTATIVE REGARDING SIDEWALK WIDTH VARIATIONS LOCATED ALONG THE CORRIDOR.
2. CONTRACTOR SHALL REVIEW THE PLAN & PROFILE SHEETS FOR ISOLATED VARIATIONS TO THE PROPOSED TYPICAL SECTIONS.

POSTED SPEED = 30 MPH  
DESIGN SPEED = 35 MPH

**MILLING**  
MILL EXISTING ASPHALT PAVEMENT (1.5" MIN. - 6" MAX.)

**RESURFACING**  
FRICTION COURSE FC-9.5 (TRAFFIC C)(1.5")(RUBBER)

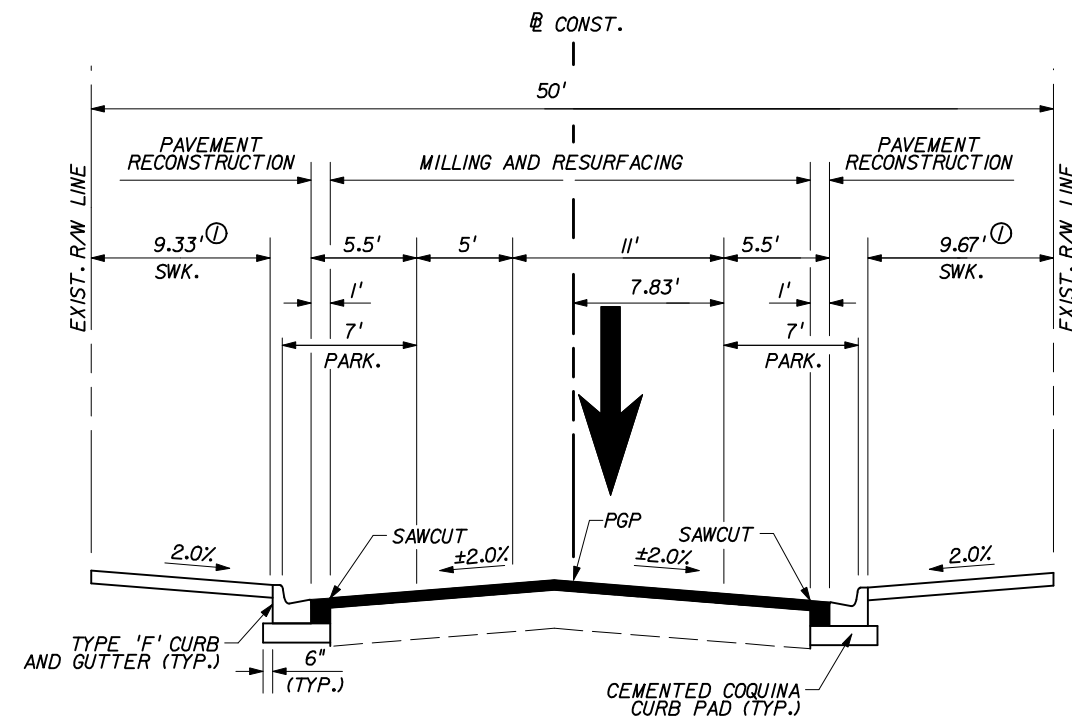
**PAVEMENT RECONSTRUCTION**  
FRICTION COURSE FC-9.5 (TRAFFIC C)(1.5")(RUBBER)  
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C)(6")  
CEMENTED COQUINA (LBR 100)(6" THICK)

**MILLING**  
MILL EXISTING ASPHALT PAVEMENT (1.5" MIN. - 6" MAX.)

**RESURFACING**  
FRICTION COURSE FC-9.5 (TRAFFIC C)(1.5")(RUBBER)

**PAVEMENT RECONSTRUCTION**  
FRICTION COURSE FC-9.5 (TRAFFIC C)(1.5")(RUBBER)  
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C)(6")  
CEMENTED COQUINA (LBR 100)(6" THICK)

REVISIONS						 BRIAN A. GOOD, P.E. P.E. LICENSE NUMBER 56939 445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100 CERTIFICATE OF AUTHORIZATION# 00000696	<b>CITY OF KEY WEST</b> <b>FLORIDA</b> <b>BAHAMA VILLAGE/TRUMAN WATERFRONT</b> <b>CONNECTIVITY PROJECTS</b>	<b>SOUTHARD STREET</b> <b>TYPICAL SECTION</b>	SHEET NO. 13
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION				



STA. 107+79.74 TO STA. 109+94.70

**NOTES:**

1. SIDEWALK WIDTH WILL VARY ALONG CORRIDOR DUE TO PHYSICAL ENCROACHMENTS INTENDED TO REMAIN OR THE PROPOSED SIDEWALK EXTENDING BEYOND THE EXISTING RIGHT-OF-WAY FOR PURPOSES OF HARMONIZATION. CONTRACTOR TO COORDINATE WITH CITY REPRESENTATIVE REGARDING SIDEWALK WIDTH VARIATIONS LOCATED ALONG THE CORRIDOR.

2. CONTRACTOR SHALL REVIEW THE PLAN & PROFILE SHEETS FOR ISOLATED VARIATIONS TO THE PROPOSED TYPICAL SECTIONS.

POSTED SPEED = 30 MPH  
DESIGN SPEED = 35 MPH

**MILLING**  
MILL EXISTING ASPHALT PAVEMENT (1.5" MIN. - 6" MAX.)

**RESURFACING**  
FRICTION COURSE FC-9.5 (TRAFFIC C) (1.5") (RUBBER)

**PAVEMENT RECONSTRUCTION**  
FRICTION COURSE FC-9.5 (TRAFFIC C) (1.5") (RUBBER)  
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C) (6")  
CEMENTED COQUINA (LBR 100) (6" THICK)

REVISIONS						 BRIAN A. GOOD, P.E. P.E. LICENSE NUMBER 56939 445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100 CERTIFICATE OF AUTHORIZATION: 00000696	<b>CITY OF KEY WEST</b> <b>FLORIDA</b> <b>BAHAMA VILLAGE/TRUMAN WATERFRONT</b> <b>CONNECTIVITY PROJECTS</b>	<b>SOUTHARD STREET</b> <b>TYPICAL SECTION</b>	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION				14

## Appendices

Use link to obtain FDOT Forms: <https://fms.fdot.gov/Form?sort=number>

Appendix #1

375-030-30  
PROCUREMENT  
05/14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

\_\_\_\_\_  
Name of Consultant

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Appendix #2 – State Form #375-030-50 Conflict of Interest Certification

Use link to obtain FDOT Forms: <https://fms.fdot.gov/Form?sort=number>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50  
 PROCUREMENT  
 OGC-03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered



## Appendix #3 continued (2 of 2)

Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix #4

Use link to obtain FDOT Forms: <https://fms.fdot.gov/Form?sort=number>

375-030-33  
PROCUREMENT  
10/01

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such a failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?

YES  NO

If no, then please complete section 4 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 2 of 3

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 3 of 3

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Appendix #7 – Certificate of Liability Insurance

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)					
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p> <p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>							
<p><b>PRODUCER</b></p>	<p><b>CONTACT NAME:</b></p> <p>PHONE (A/C, No, Ext): <span style="float: right;">FAX (A/C, No):</span></p> <p>E-MAIL ADDRESS:</p> <p style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;">NAIC #</span></p> <p>INSURER A:</p> <p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p> <p>INSURER F:</p>						
<p><b>INSURED</b></p> <p style="text-align: center;"><b>Design Professional Sample</b></p>							
<p><b>COVERAGES</b> <span style="float: left;"><b>CERTIFICATE NUMBER:</b></span> <span style="float: right;"><b>REVISION NUMBER:</b></span></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<p><b>GENERAL LIABILITY</b></p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GENL AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p>	X	X				<p>EACH OCCURRENCE <b>\$1,000,000</b></p> <p>DAMAGE TO RENTED PREMISES (CGL occurrence) <b>\$300,000</b></p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL &amp; ADV INJURY <b>\$1,000,000</b></p> <p>GENERAL AGGREGATE <b>\$2,000,000</b></p> <p>PRODUCTS - COMP/OP AGG <b>\$2,000,000</b></p> <p>\$</p>
	<p><b>AUTOMOBILE LIABILITY</b></p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS</p> <p><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS</p>	X	X				<p>COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b></p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>\$</p>
	<p><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR</p> <p>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DED <input checked="" type="checkbox"/> RETENTION \$</p>	X	X				<p>EACH OCCURRENCE <b>\$ ,000,000</b></p> <p>AGGREGATE <b>\$ ,000,000</b></p> <p>\$</p>
	<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <b>N</b></p> <p>(Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below:</p>	N/A	X				<p><input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER</p> <p>E.L. EACH ACCIDENT <b>\$1,000,000</b></p> <p>E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b></p> <p>E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b></p>
	<p><b>Professional Liability</b></p>						<p><b>Per Claim</b> <b>\$1,000,000</b></p> <p><b>Aggregate</b> <b>\$1,000,000</b></p>
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
<p><b>City of Key West</b>  <b>P.O. Box 1409</b>  <b>Key West, FL 33041-1409</b></p>				<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p>AUTHORIZED REPRESENTATIVE</p>			



Appendix #8 – Additional Insured – Scheduled Person or Organization

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Appendix #9 – Additional Insured – Completed Operations

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Appendix #10 – Earlier Notice of Cancellation Provided by Us

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

**Number of Days Notice** 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

**Name of Person or Organization**

**Mailing Address**

Appendix #11 – Waiver of Transfer of Rights of Recovery

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Appendix #12 – Worker’s Comp Waiver of Rights to Recover from Others Endorsement

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

## Appendix #13 – DBE and Bid Opportunity List

Use link to obtain FDOT Forms: <https://fms.fdot.gov/Form?sort=number>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DBE BID PACKAGE INFORMATION**

275-030-11  
EQUAL OPPORTUNITY OFFICE  
10/17  
Page 1 of 2

### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. Contract specific goals are not placed on Federal/State contracts; however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: [www.dot.state.fl.us/proceduraldocuments/](http://www.dot.state.fl.us/proceduraldocuments/).

### **DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This will not become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

### **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBE's.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DBE BID PACKAGE INFORMATION**

275-030-11  
EQUAL OPPORTUNITY OFFICE  
10/17  
Page 2 of 2

**DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the " " space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: [eeoforms@dot.state.fl.us](mailto:eeoforms@dot.state.fl.us).

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

Appendix #13 – DBE and Bid Opportunity List

Use link to obtain FDOT Forms: <https://fms.fdot.gov/Form?sort=number>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES**

375-040-62  
 PROCUREMENT  
 01/16

Prime Contractor: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

Procurement Number: \_\_\_\_\_

**49 CFR Part 26.11** The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: \_\_\_\_\_  
 2. Firm Name: \_\_\_\_\_  
 3. Phone: \_\_\_\_\_  
 4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
 2. Firm Name: \_\_\_\_\_  
 3. Phone: \_\_\_\_\_  
 4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
 2. Firm Name: \_\_\_\_\_  
 3. Phone: \_\_\_\_\_  
 4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
 2. Firm Name: \_\_\_\_\_  
 3. Phone: \_\_\_\_\_  
 4. Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)  
 PRICE PROPOSAL (Request for Proposal – RFP)  
 REPLY (Invitation to Negotiate – ITN)**



# SAMPLE CONTRACT

THIS SAMPLE DOES NOT HAVE TO BE FILLED OUT TO COMPLETE THE BID PACKAGE. IT IS AN EXAMPLE OF THE EXPECTED AGREEMENT WITH THE FIRM SELECTED TO PROVIDE CULTURAL RESOURCES ASSESSMENT SERVICES TO THE CITY OF KEY WEST

# SAMPLE CONTRACT

## Agreement to Furnish Cultural Resources Services to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040, hereafter referred to as the "CITY" and \_\_\_\_\_, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

### Article 1. Scope of Services

The CITY engages CONSULTANT to perform those Services enumerated below and as described in CITY'S Request for Qualifications #18-003, which is attached hereto, incorporated by reference, and more particularly described as Exhibit "D", and CONSULTANTS' Proposal dated \_\_\_\_\_, which is attached hereto, incorporated by reference, and more particularly described as Exhibit "B." The CONSULTANT's primary responsibilities include, but are not limited to the following:

#### Task 1 – Perform a Cultural Resource Level of Effort Assessment

- 1.A. Assess impact of improvements to streets and sidewalks identified in City of Key West RFQ 18-003 Scope of Work as they relate to cultural resources, and develop recommendations for avoidance or mitigation as required.
- 1.B. Conduct a literature review and background research. Archaeological and historical resource documentation pertinent to the project area will be identified and reviewed to determine the types of cultural resources present, their chronological associations, locational patterning, and other relevant findings. Such documentation will include, but not be limited to, previous Cultural Resource Survey Reports, Comprehensive Plan Studies, published books and journal articles, the National Register of Historic Places, the Florida Master Site File, and any county or local site inventory. This review will also include, when possible, information gathered from other professionals in pertinent disciplines, vocational archaeologists and historians, and local residents of the project area.
- 1.C. Prepare final report and make recommendation on need for a Cultural Resource Assessment Survey.

## **Task 2 – Prepare a Cultural Resources Assessment Survey (if required).**

If Cultural Resources Level of Effort Assessment indicates, perform a Cultural Resources Assessment Survey. The following elements will be accomplished in completing the Survey:

### 2.A. Prepare archeological, historical and environmental overviews of the project area(s).

2.A.1. Archaeological Overview: A summary of the area's prehistoric and historic archaeology will be prepared based on the findings of the literature review and other background research. The overview will identify the chronological, functional, and locational dimensions of the project area's archaeological record, as well as provide a basis to partition the project area into ranked zones of archaeological site occurrence potential, to analyze recovered cultural data and to evaluate the significance of archaeological sites occurring in the project area.

2.A.2. Historical Overview: an overview of the history of the project area will be prepared based on the findings of the literature review and other background research. The overview will identify the significant events, locations, structures and individuals associated with the development of the project area. Particular attention should be paid to land use patterns and the historical environment. The overview should provide a basis for evaluating the significance of both historical and architectural/historical resources occurring in the project area.

2.A.3. Environmental Overview: An overview of the project area's salient features will be prepared to include a description of the area's topography, geology, hydrology, pedology, and vegetative associations. The description should include a discussion of past and present environmental configurations in terms of relationships to the occurrence of cultural resources.

2.B. Conduct a field survey of the project area(s). The survey will use both surface and subsurface testing techniques to locate, identify, and evaluate the significance of cultural resources occurring in the project area. The intensity of field-testing will be keyed to ranked probability zones (high, medium, low) of possible cultural resource occurrence based on paleo-environmental data, the occurrence of known sites, historic development, land use patterns and other pertinent information. Subsurface testing in these ranked zones will adhere to standards set forth in the guidelines promulgated by the Florida Division of Historic Resources (see "the Historic Preservation Compliance Review Program Manual" as revised). Testing in areas of high site probability should proceed at approximately 25 meter intervals and in areas of moderate potential at approximately 50 meter intervals. Testing in low probability areas should generally proceed on a judgmental basis with at least ten percent of such areas subject to testing. Judgmental testing should also be completed in areas of high and moderate site potential as appropriate.

Subsurface tests will typically be 0.5 meters in diameter and dug to a minimum, subsurface conditions permitting, of one meter. All spoil from excavated tests should be sifted through ¼-inch metal hardware cloth. Any cultural materials recovered from either surface or subsurface

testing will be stored in plastic bags and properly labeled by its source. Any organic materials recovered in testing such as faunal and floral materials will be stabilized, if necessary, and preserved for future analysis.

In order to identify historic or archaeological resources, a reconnaissance survey of the standing structures along the project corridor shall be undertaken. As part of this effort, the CONSULTANT will inspect all structures along the project corridor in order to properly evaluate the historical or architectural significance of each property. When appropriate, informant interviews should be conducted concerning any potential cultural resources identified. In addition, any necessary primary and secondary source research will be conducted in order to supplement the background research which includes local information, materials kept by the Department of State in Tallahassee and elsewhere, and any other local, state or Federal repositories.

In the event that historic structures are encountered on a survey, each site will be properly mapped and photographed. This will include a topographic and a street map with the location of the structure(s) indicated. It should also include a sketch map showing the prominent resources on the property and black and white photographs of the sites integral features (i.e. main façade, formal entrances). Also, the estimated date of construction and architectural style should be determined. The structure's architectural-historical significance must be evaluated, when possible, and the principle personages involved in its construction identified (i.e. architect, builder, etc.). In addition, archaeological subsurface testing will be conducted using approved methods in an attempt to detect any subsurface artifacts or features associated with the historical structure.

**Documentation:** A Florida Master Site File form will be completed on every prehistoric or historic cultural resource identified in the assessment survey. A NRHP Determination of Eligibility (DOE) package will be completed on each prehistoric and historic cultural resource considered to be a significant resource according to criteria established by law (see Federal Register, CFR No. 18, Vol. 39, Part 111, pp. 3369-3370 and Chapter 5, Section 2 of the FDOT Cultural Resource Management Handbook). In the case of historic resources, specifically historic structures and related features, the DOE package will include a NRHP Registration Form with accompanying documentation. Maps, drawings, and photographs should be used, as appropriate, in the documentation of the cultural resources addressed in the assessment process. Field notes documenting the progress of the assessment survey should be maintained.

These notes should include the type, number of tests conducted, a brief description of artifacts or features encountered in testing, soils information, and other information pertinent to the assessment survey. All subsurface tests and areas of surface examination should be clearly marked on aerial photographs of the project area provided by FDOT. Finally, a Survey Log Sheet and survey location map should accompany the final report.

2.C. Process, analyze and catalogue recovered cultural materials (if required). Laboratory processing will consist of artifact cleaning, stabilization (if required), packaging, and storage. Laboratory analysis will consist of the morphological and functional (if possible) classification of artifacts and if diagnostic, the establishment of their cultural/temporal affiliations. Proper

and detailed documentation of artifact provenance, number, type, and description will be maintained. Artifacts will eventually be transferred to the City by the CONSULTANT pending a decision on their final disposition.

2.D. Prepare report documenting the results of the Cultural Resource Assessment. A draft report presenting the methods, findings, evaluation, and recommendations of the CRAS of the entire project will be prepared. The report is to be prepared as to conform to the standards set forth in FDOT's Project Development and Environment Manual (PD&E - Part 2, Chapter 12, as revised) as well as to the standards embodied on the Florida Division of Historical Resources "Historic Preservation Compliance Review Program Manual" (as revised). The draft report will also contain copies of the Master Site File forms and any applicable DOE forms, along with a Survey Log Sheet. Following the review of the draft document and receipt of City comments, a final report will be submitted to City within a timeframe negotiated by City and the CONSULTANT, not to exceed two (2) weeks. In addition to the final report on the project, the CONSULTANT will provide monthly status reports to City documenting the progress of the Cultural Resource Assessment. These reports will include information on survey findings, scheduling, potential problems, and other information considered pertinent.

2.E. Prepare Case Study Report. CONSULTANT will prepare a report documenting the potential effects of a transportation project on a cultural resource determined to be significant by FHWA in consultation with SHPO. The Case Study Report should be written in accordance with pertinent specifications in the FDOT PD&E Manual, Part 2, Chapter 12 (latest version), FDOT Cultural Resources Management Handbook (latest version), and in informational documents produced by the FDOT's Central Environmental Management Office (CEMO).

### **Task 3 – Perform Additional Relevant Services as Necessary**

Additional services may include, but are not limited to, the following activities:

- 3.A. Coordinate with City Historic Architectural Review Commission.
- 3.B. Prepare Memorandum of Agreement or Memorandum of Understanding (if required). CONSULTANT will prepare a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU) and associated documents specifying measures to be undertaken to mitigate the effects of a transportation project on a significant cultural resource.
- 3.C. Perform excavations of prehistoric or archaeological resources (if required). CONSULTANT will conduct excavations of prehistoric or historic archaeological resources to mitigate adverse effects to such resources resulting from transportation projects, in accordance with pertinent specifications in the latest version of FDOT Cultural Resources Management Handbook.
- 3.D. Complete mitigation measures for significant historical/cultural resources (if required). Document (and perform, if appropriate) mitigation measures with regard to significant historical cultural resources such as houses or buildings occurring individually or as Historic Districts.
- 3.E. Perform emergency discovery services (if required). CONSULTANT should respond within 24 hours upon notification to the City's needs for assessment, survey, and/or

mitigation in an Emergency Discovery situation. The CONSULTANT may be required to complete a field review within seven (7) calendar days of the notification or as directed by the City.

- 3.F. Provide Section 4(f) (consideration of parks, refuges, historic sites, etc.) compliance.
- 3.G. Provide Section 106 (National Historic Preservation Act) compliance.
- 3.H. Perform any other Cultural Resource Assessment service that may be requested by City.

## **Article 2. Compensation**

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT fees as defined as follows:

- 2.1 Payment in the total, not-to-exceed, fixed amount of \$\_\_\_\_\_ for the initial project (Task 1), paid in monthly progress installments which includes compensation for all tasks identified in the CONSULTANT' proposal (Exhibit "B"), including but not limited to CONSULTANT' travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.
- 2.2 The CITY agrees to remit payment to the CONSULTANT by the 10<sup>th</sup> day of the following month after receipt of invoice. The fee is inclusive of travel to and from the City of Key West and grant application production cost.
- 2.3 All fees shall be addressed to: City of Key West, Engineering Department, 1300 White Street, Key West, Florida 33040

## **Article 3. Invoicing and Payment**

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

## **Article 4. Obligations of the CONSULTANTS**

### 4.1. General

The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, providing cultural resources assessment services and furnishing customary services incidental thereto.

### 4.2. Standard of Care

The standard of care applicable to CONSULTANT services will be the degree of skill and diligence normally employed by cultural resources assessment and other related CONSULTANT performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

#### 4.3. CONSULTANT Insurance

- A. The CONSULTANT will maintain throughout this AGREEMENT the insurance requirements found in CITY'S Request for Qualifications #010-18 (Exhibit "A") of this AGREEMENT.
- B. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the CONSULTANT shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the CONSULTANT to furnish, deliver, and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the CONSULTANT to take out and/or maintain any required insurance shall not relieve the CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONSULTANTS concerning indemnification.

#### 4.4 Subconsultants

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

#### 4.5 Licenses

The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt.

### **Article 5. Obligations of the City**

#### 5.1. Authorization to Proceed

Authorization to proceed will be considered to be given upon execution of this Agreement by CITY.

#### 5.2 City-Furnished Data

The CITY will provide to the CONSULTANT in a timely and accurate manner all data, in the CITY'S possession, necessary for the CONSULTANT to execute those scope of services stated under Article 1.

#### 5.3. Prompt Notice

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

### **Article 6. General Legal Provisions**

#### 6.1 Agreement Period

The duration of the agreement shall be two (2) years commencing from the date this Agreement was entered into, with an option by the City to extend the agreement on an

optional basis for one (1) year under the same terms and conditions for a total of three years upon mutual agreement of the parties.

#### 6.2. Reuse of Project Document; Public Records

- A. Reports, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All documents provided to the City are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.
- B. CONSULTANT has reviewed Florida Statute section 119.07 and is otherwise knowledgeable of Florida's broad public records laws. CONSULTANT understands and agrees that all records made in connection with the services provided under or related to this agreement are public records as defined by Florida Statute section 119.011(11). Such records must be maintained and made available by the CONSULTANT in accordance with the public records law provisions.

#### 6.3 Ownership of Work Product and Inventions

All of the work product of CONSULTANT in executing a grant opportunity under this AGREEMENT shall become the property of the CITY. The City may use the deliverables solely for the purpose for which they were intended.

#### 6.4 Force Majeure

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

#### 6.5 Termination

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

#### 6.6 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. CONSULTANT' services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the AGREEMENT.



- B. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.7 Insurance and Indemnification

A. Insurance

CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability	\$1,000,000	Per Claim / Aggregate
<b>Additional Umbrella Liability</b>	<b>\$2,000,000</b>	<b>Occurrence / Aggregate</b>

CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies—excepting Professional Liability—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. PROPOSER will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain

complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

PROPOSER's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. PROPOSER will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.

**B. Indemnification**

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 "indemnitees") 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, errors or omissions or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees 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.

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 PROPOSER may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

*“To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.*

*This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity.”*

## 6.8 Limitation of Liability

- A. CONSULTANT' services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.
- C. This limitation of liability will apply whether CONSULTANT' liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT' officers, affiliated corporations, employees, and subcontractors.

## 6.9 Assignment

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

## 6.10 Jurisdiction and Venue

The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue for any such action shall be in the state court located in Key West, Monroe County, Florida.

## 6.11 Severability and Survival

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

## 6.12 Dispute Resolution

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

**Article 7. Schedules, and Signatures**

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

IN WITNESS WHEREOF, the parties execute below:

Attest:  
\_\_\_\_\_

THE CITY OF KEY WEST

By: \_\_\_\_\_

James Scholl, City Manager

Date: \_\_\_\_\_

Attest:  
\_\_\_\_\_

For the CONSULTANT

By: \_\_\_\_\_

Name

Date: \_\_\_\_\_

See Attached:

Exhibit A – RFQ #18-003 / [SA#1](#)

Exhibit B – Consultant’s Proposal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
08/17

Page 1 of 3

SUPPLEMENTAL NO.  
1

FEDERAL ID NO. (FAIN)  
D617-050-B

CONTRACT NO.  
G0097

FEDERAL AWARD DATE  
9-14-17

FPN  
440023-1

LOCAL AGENCY DUNS NO.  
079864898

The City of Key West desires to supplement the original Agreement entered into and executed on September 20, 2017 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Cultural Resources Services for the Bahama Village Connectivity Project  
Length 0.82 Miles

Termini NA

**Description of Work:**

Perform cultural resources services for road and sidewalk refurbishment on:

1. Southard Street between Duval and Thomas Streets.
2. Petronia Street between Duval and Fort Streets.
3. Emma Street between Amelia and Angela Streets.

The Consultant who is chosen shall provide services that involve expertise in archaeological and historical cultural resources. The Consultant will be responsible to determine the required cultural resources level of effort and then complete indication actions in accordance with federal and state statutes and regulations.

**Reason for Supplement and supporting engineering and/or cost analysis:**

Delete Amelia and Geraldine Streets from original cultural assessment scope and replace with Petronia and Emma Streets. Revise Exhibit A. Delete Greene Street ADA Ramp Project from "Name".

This supplemental agreement will result in no changes to the funding.

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT  
ADJUSTED EXHIBIT B SCHEDULE OF FUNDING**

FPN  
440023-1

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: 2017-2018	\$383,781.00	\$0.00	\$383,781.00	\$0.00	\$383,781.00
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total Planning Cost</b>	\$383,781.00	\$0.00	\$383,781.00	\$0.00	\$383,781.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total PD&amp;E Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total Design Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Right-of-Way</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total Right-of-Way Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total Construction Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction Engineering and Inspection (CEI)</b>					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
FY: _____					
<b>Total CEI Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Construction &amp; CEI Costs</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$383,781.00</b>	<b>\$0.00</b>	<b>\$383,781.00</b>	<b>\$0.00</b>	<b>\$383,781.00</b>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
07/17

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

AGENCY City of Key West

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: JK Scholl 27 Nov 2018  
Name: James K. Scholl  
Title: City Manager

By: [Signature]  
Name: Harold Desdunes  
Title: Director of Transportation Development  
Date: 12/17/18

Legal Review:  
[Signature]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC - 08/15  
Page 1 of 1

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 440023-1

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Key West

**PROJECT LOCATION:**

The project is on the National Highway System.

The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Southard Street 0.17 Miles; Petronia Street 0.31 Miles; Emma Street 0.34 Miles

**PROJECT DESCRIPTION:** Perform cultural resources services for road and sidewalk refurbishment on:

1. Southard Street between Duval and Thomas Streets.
2. Petronia Street between Duval and Fort Streets.
3. Emma Street between Amelia and Angela Streets.

The Consultant who is chosen shall provide services that involve expertise in archaeological and historical cultural resources. The Consultant will be responsible to determine the required cultural resources level of effort and then complete indication actions in accordance with federal and state statutes and regulations.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by 9/30/2019.
- b) Design to be completed by NA.
- c) Right-of-Way requirements identified and provided to the Department by NA.
- d) Right-of-Way to be certified by NA.
- e) Construction contract to be let by NA.
- f) Construction to be completed by NA.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** NA

RESOLUTION NO. 18-357

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 1 (SA) TO LOCAL AGENCY PROGRAM (LAP) AGREEMENT (FM# 440023-1) BETWEEN THE CITY OF KEY WEST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO MODIFY THE SCOPE OF WORK FOR THE CULTURAL RESOURCES ASSESSMENT FOR THE BAHAMA VILLAGE CONNECTIVITY PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 17-191, the City Commission approved a LAP Agreement which repurposed certain earmarked federal funds for use to fund cultural resources services for the Bahama Village area, Southard Street and Greene Street, on a reimbursement basis; and

WHEREAS, after receiving greater community support for Petronia and Emma Street projects, it was determined that Amelia Street and Geraldine Street should be removed from the current scope of work and replaced with Petronia Street and Emma Street, and that Greene Street should also be deleted from the scope of work as ADA ramp work has already been completed using City funds; and

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

Section 1: That the City Manager is authorized to execute the attached Supplemental Agreement No. 1 to the Local Agency

Program (LAP) grant agreement (FM# 440023-1) with the State of Florida Department of Transportation (FDOT) for cultural resources services for the Bahama Village Connectivity Project.

Section 2: That the City Manager is authorized to execute necessary documents upon consent of the City Attorney.

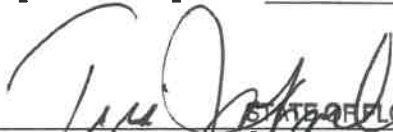
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20th day of November, 2018.

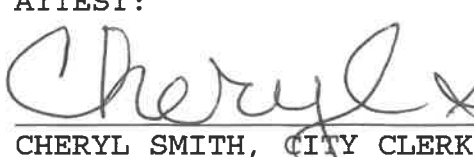
Authenticated by the Presiding Officer and Clerk of the Commission on 21st day of November, 2018.

Filed with the Clerk on November 21, 2018.

Mayor Teri Johnston	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
 STATE OF FLORIDA  
 COUNTY OF MONROE  
 CITY OF KEY WEST  
 TERI JOHNSTON, MAYOR

ATTEST:

  
 CHERYL SMITH, CITY CLERK



This copy is a true copy of the original on file in this office. Witness my hand and official seal this 30 day of NOVEMBER, 2018

Deputy City Clerk

By Susan P. Harrison, c.m.c.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 440023-1

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Key West

---

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Southard Street 0.17 miles; Greene Street at corners of Anne Street, Simonton Street and Elizabeth Street 0.05 miles; Geraldine Street 0.06 miles; Amelia Street 0.32 miles; Truman Ave 0.32 miles, Olivia Street 0.32 miles; Petronia Street 0.32 miles; Julia Street 0.25 miles; Virginia Street 0.25 miles; Fort Street 0.30 miles; and Angela Street 0.25 miles.

**PROJECT DESCRIPTION:** Perform cultural resources services for road and sidewalk refurbishment on Southard Street between Duval and Thomas. Cultural resources services are also requested for ten additional alternate areas: Greene Street at the corners of Anne, Simonton and Elizabeth; the length of Geraldine Street; Amelia, Truman, Olivia and Petronia between Duval and Fort; Julia and Virginia between Duval and Emma; Fort between Amelia and Geraldine; and Angela between the Truman Waterfront Park and Duval. The Consultant who is chosen shall provide services that involve expertise in archaeological and historical cultural resources. The consultant will be responsible to determine the required cultural resources level of effort and then complete indicated actions in accordance with federal and state statutes and regulations.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by 9/30/2019
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by N/A
- f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.