

AGREEMENT

between

CITY OF KEY WEST

and

SASAKI

for

**PROFESSIONAL SERVICES FOR SUNSET
CELEBRATION/MALLORY SQUARE MASTER
PLAN**

KEY WEST, FLORIDA

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

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

- 1.1. Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ 22- 002, CONSULTANT's Response to RFQ dated February 2, 2022, Exhibit A: " Scope of Services for the Sunset Celebration Mallory Square Master Plan Project ", Exhibit B: 'Personnel Billing Rates", Exhibit C: "Procurement Requirements 2 CFR 200", and supplemental documents that are by provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. CITY:** City of Key West.
- 1.7. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement. The initial task order and scope of services is attached as Exhibit A.

ARTICLE 2

PREAMBLE

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

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 22-002 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated February 2, 2022, incorporated by reference and made part of.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Agreement:
- 3.2. CONSULTANT's services shall include comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofits, and any other lawful professional Engineering services that the CONSULTANT is qualified to provide, and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
- 3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
- 3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
- 3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.

3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.

3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.

3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions and reimburse CITY through compensation for damages.

3.7. CONSULTANT is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any sub-consultant, CONSULTANT shall present options for their use or implementation.

3.8. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.

3.9. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the CITY.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES:

The term of this Agreement shall be for a period of two (2) years from the effective date of the Agreement with the option of a one year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for CONSULTANT to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5. In the event Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

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

5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.

5.1.1.1. If Work timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.

5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.

5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.

5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the WORK by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

5.1.2.2. Hourly rates for the contract (CONSULTANT AND Sub-consultants): See attached Personnel Billing Rates, Exhibit B.

A Not-to-Exceed budgetary amount will be established for the Work. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the Work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

5.1.2.3 CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

5.1.2.4 When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2. REIMBURSABLE EXPENSES

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

5.2.1.2. Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel- connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Hampton Inn or Best Western located within the City of Key West city limits.

5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.5. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement.

5.2.1.6. Identifiable testing costs approved by Contract Administrator.

5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.

5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraphs

5.2.1.1 through 5.2.1.7 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursable Expenses, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

5.2.3. All sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. Sub-consultant Reimbursable Expenses are limited to the items in Paragraphs 5.2.1.1 through 5.2.1.7 described above when the sub-consultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings identifying type of work completed on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation

CONSULTANT shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize reimbursable expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.3.3 If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if CONSULTANT has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the Work.

5.4. METHOD OF PAYMENT

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

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

5.4.3. Payment will be made to
CONSULTANT at:

Address: 64 Pleasant St
Watertown, MA 02472

ARTICLE 6

CITY 'S RESPONSIBILITIES

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

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

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

7.2. TERMINATION

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

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

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

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

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

7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeships), and accessibility.

7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners.

7.5. PUBLIC ENTITY CRIMES ACT

- 7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from CITY's competitive procurement activities.
- 7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.
- 7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

7.6. SUB-CONSULTANTS

CONSULTANT may use the sub-consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY's acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. Marine Engineering – Moffat and Nichol
- b. Local Landscape Architect – Raymond Jungles, Inc. (RJI)
- c. Architecture and Historic Preservation – RJ Heisenbottle Architects (RJHA)
- d. Wayfinding & Graphics – RSM Design

Hourly rates for such said Sub-consultants are as on attached Scope of Services.

7.7. ASSIGNMENT AND PERFORMANCE

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFQ without the Contract Administrator's prior written approval.

7.8. INDEMNIFICATION OF CITY

- 7.8.1. To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.
- 7.8.2. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any

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

7.9. GENERAL INSURANCE REQUIREMENTS:

- 7.9.1 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 7.9.2 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 7.9.3 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 7.9.4 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 7.9.5 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 7.9.6 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 7.9.7 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 7.9.8 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 7.9.9 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 7.9.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.

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

7.9.18 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

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

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

Employee

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

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

| | |
|---|--|
| Bodily Injury & Property Damage Liability | \$1,000,000.00 Combined Single Limit each Occurrence and Aggregate |
|---|--|

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

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

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

| | |
|---------------------------|------------------------------------|
| Bodily Injury | \$1,000,000.00 Limit Each Accident |
| Property Damage Liability | \$1,000,000.00 Limit Each Accident |

or

| | |
|---|--|
| Bodily Injury & Property Damage Liability | \$1,000,000.00 Combined Single Limit Each Accident |
|---|--|

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

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

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

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

7.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Task Order shall be addressed.

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12. NOTICES

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

FOR CITY OF KEY WEST:

City of Key West

1300 White Street
Key West, FL 33040

FOR CONSULTANT:

Contact Name: Steven Roscoe

Address: 644 Pleasant St

Woodsburg MD 21772

7.13. TRUTH-IN-NEGOTIATION CERTIFICATE

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

7.14. INTERPRETATION

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

7.15. CONSULTANT'S STAFF

7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.

7.15.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

- 7.15.3. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.
- 7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 7.15.5. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.
- 7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.
- 7.15.8. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.
- 7.15.9. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.16. INDEPENDENT CONTRACTOR

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

7.17. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.18. CONFLICTS

- 7.18.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 7.18.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.18.3. In the event CONSULTANT is permitted to use sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-consultants from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

7.20. WAIVER OF BREACH AND MATERIALITY

- 7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.20.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.22. SEVERABILITY

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

7.23. JOINT PREPARATION

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

7.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.25. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

7.26. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A - SCOPE OF SERVICES

Exhibit B - CONSULTANT/Sub-consultants' Hourly Rates

Exhibit C - PROCUREMENT REQUIREMENTS 2 CFR 200

7.27. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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

By: CITY OF KEY WEST

Patti McLauchlin
Patti McLauchlin, City Manager

By: CONSULTANT

[Signature]
(Signature)
Steven Rescoe, CFO
(Print Name and Title)

10th day of July, 2022

6 day of July, 2022

Attest:
[Signature]
Cheryl Smith, City Clerk

Attest:
[Signature]
(Signature)
MSHALEY BAKER INTERIOR DESIGNER
(Print Name and Title)

11 day of July, 2022

6 day of JULY, 2022

Scope of Services for the Sunset Celebration Mallory Square Master Plan Project

June 23, 2022

Katie P. Halloran
Planning Director
City of Key West
1300 White Street
Key West, FL 33040

Dear Katie,

Sasaki is pleased to provide you with this Scope of Services for the Sunset Celebration Mallory Square Master Plan Project. This project represents a unique opportunity to reimagine an iconic public plaza in the City. We are thrilled to begin this journey with the City of Key West (the Client) to create a master plan vision for Mallory Square..

1. Project Understanding

Simultaneously serving as a national tourist destination as well as the front yard for the Key West community, Mallory Square (The Square) embodies the best of the region's warm, vibrant, and culturally-rich character. With its roots defined by a diverse set of influences from artists to fishermen to immigrants, the Square is a true microcosm of the uniqueness of Key West.

Mallory Square must serve as a public open space, deftly balancing its tourist draw and the everyday expectations of the community – expertly blending coastal resiliency with cultural imperatives, and facilitating historic preservation while creating a memorable landscape of prominence. We believe that revealing the layered history of the site while designing for broader community needs and additional programming will ensure that the plaza remains an iconic historic waterfront space in the collective minds of the community and tourists alike.

The overall purpose of these design services outlined in this scope of work document is to create a master plan for the future of Mallory Square. For the purposes of this scope, technical design services such as detailed master planning, survey, landscape architecture, cost estimation, and architecture, will be focused within the approximately 7.0-acres (red boundary); however, the design team will look beyond those boundaries to look at potential connections to Mallory Square, which will include connectivity across Admiral's Cut and area-wide signage/wayfinding (purple boundary). Additionally, parking mitigation will require a study outside the defined site boundary, which will be determined as part of the Parking Study Methodology in Task 2. We understand that Ocean Key properties will be a key

stakeholder and is in the process of developing a vision for exterior improvements on their property. Sasaki will coordinate with that entity based on aspirations of expanding the boardwalk along the oceanfront of their property as well as access adjacent to Mallory Square.

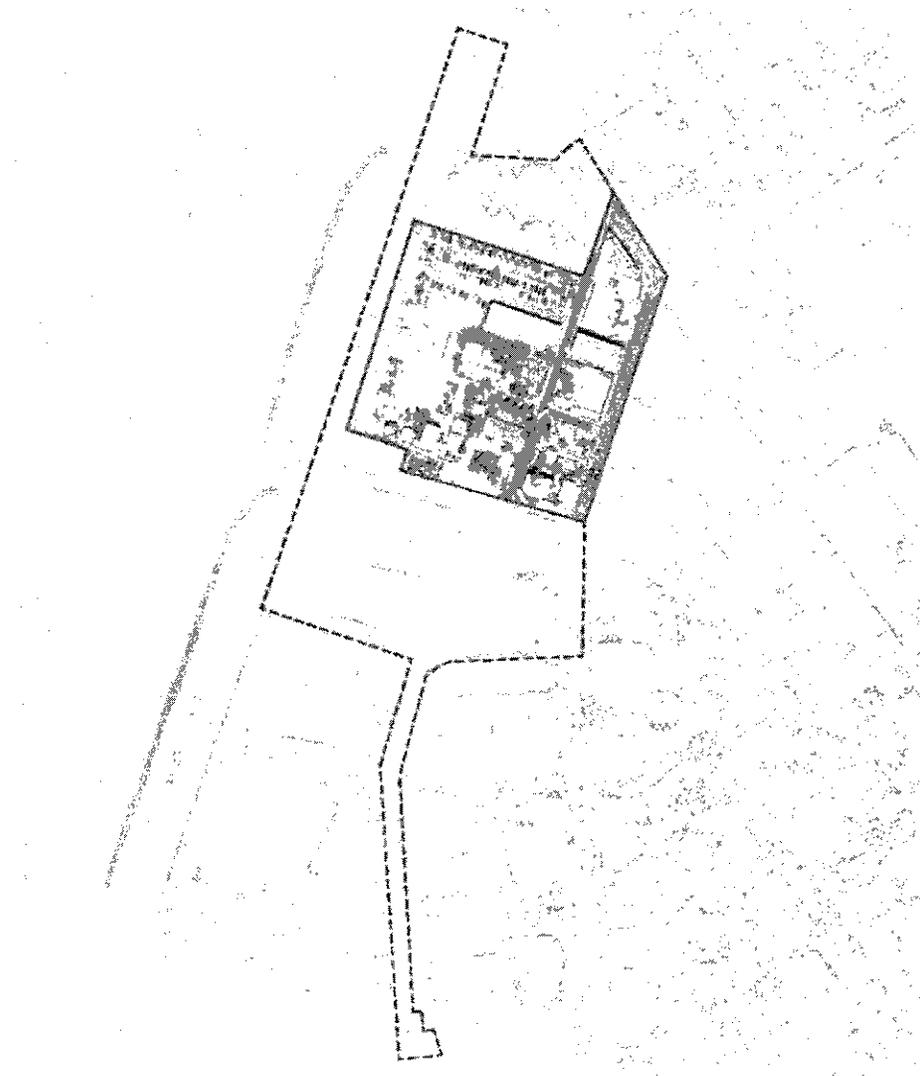


Figure 1. The boundary of technical design scope (red), and conceptual design scope (purple)

| <i>Meeting Type</i> | <i>Frequency</i> | <i>Method</i> | <i>Attendance</i> |
|--|---------------------------------------|-------------------------------|---|
| <i>Project Management Meetings</i> | <i>Weekly</i> | <i>Web conference</i> | <i>Client, Sasaki</i> |
| <i>Client Leadership Team Meetings</i> | <i>Monthly</i> | <i>Web conference</i> | <i>Client, Sasaki</i> |
| <i>Project Kick-off Meeting</i> | <i>One day workshop</i> | <i>In-Person</i> | <i>Client, Sasaki, Consultants</i> |
| <i>Public Outreach Meetings</i> | <i>See detailed Task descriptions</i> | <i>In-person* and Virtual</i> | <i>Client, Sasaki, Consultants as necessary</i> |
| <i>Design Presentations to Client</i> | <i>Assume one per month</i> | <i>Web conference</i> | <i>Sasaki, sub consultants as needed</i> |
| <i>Stakeholder Meetings</i> | <i>See detailed Task descriptions</i> | <i>In-person* and Virtual</i> | <i>Sasaki, consultants as necessary</i> |

Table 1. Communications Plan

*Amid the current Coronavirus pandemic, we anticipate the majority of the project management and client leadership team meetings to be held virtually during the duration of the project. While we understand that face-to-face meetings are sometimes preferable to virtual meetings, it is our desire to create a transparent and equal communication process for the team. As such, we would request that meetings be held virtually, when appropriate, such that our entire consultant team can attend and contribute. We will prioritize the kick-off and public meetings to occur in-person, following COVID guidelines, and that certain meetings with critical stakeholders (such as elected officials) may be held in person. We will continue to monitor state and federal guidance about travel and look forward to in-person meetings on-site when feasible.

3. Scope of services

This scope of work for Mallory Square Master Plan is organized into the following tasks:

- Task 1: Discovery (Project startup, Site Inventory, and Base Mapping, Site Analysis, Master Plan Framework, and Engagement)

- Task 2: Vision and Programming (Concept Alternatives, Engagement)
- Task 3: Master Plan (Refined Master Plan Concept, Phasing, Costing and Implementation Strategy, Engagement)

Upon completion of the master plan, we understand it is the City's desire to identify a series of elements to be implemented in a first phase of construction. A proposal for detailed design beyond master plan services will be provided to the City upon request. This proposal focuses specifically on the master planning services.

Sasaki shall provide prime consultant management and Master Plan Design services. This fee proposal also includes associated management time for mentioned sub-consultants and coordination time with the Client.

The project shall be delivered with the following methods and software:

- All documentation shall be in English. All public meetings/presentations and public facing materials shall be in English.
- All renderings and graphics shall be provided as .jpg or Adobe Creative suite file formats
- All reports shall be submitted in .pdf file formats

3.1 Task 1: Discovery (Project startup, Site Inventory, and Base Mapping, Site Analysis, Master Plan Framework, and Engagement) 2 months

To kick off the Mallory Square Master Plan we will dive into both the history of the project, current conditions impacting the site, and the future plans in the area including Duval Street and the cruise ship dock interface. We will also look outside the boundary of the site to evaluate how this design will impact connected systems including hydrology, ecology, population, and connections to the broader systems of transportation. At this broader scale, there will be particular emphasis on signage, wayfinding, identity, and connectivity from Admiral's Cut north to the Square, and from the Square north along the Ocean Key Resort frontage.

Procedures:

1. Project Startup
 - Project Management plan
 - Sasaki will prepare a Project Management Plan that describes responsibility for agendas and meeting minutes, file-sharing software, definition of a project schedule, includes a project directory, and protocols for comments to be provided by the Client to the Design Team.
 - Sasaki will initiate the project and engagement with a trip to Key West. The Sasaki team and the Client team will convene for a work session to kick-off the project and review roles and responsibilities, the project schedule, the deliverable review

process, present initial findings, and review a draft Public Engagement Plan. Sasaki and the Client will meet with key stakeholders as well as do interviews with City department leaders. We anticipate this trip will be 1-2 days.

- Communication Plan
 - The project manager will work with the Client to clearly outline communication protocols and procedures.
 - The project manager will disseminate communications to the project team members and consultants as appropriate. The team will record all communications and feedback during meetings, work sessions, etc. to ensure that the team has clear direction on how to move forward and to properly address all feedback and directions in an efficient manner. And throughout the project, the team will track the project schedule in order to ensure timely delivery of project deliverables.
- Our general communication plan includes
- Weekly Project Management meetings with the Client team
 - Live Documents utilizing web-based platforms available to the client for comment logs, schedule, and action items
- Detailed Schedule
 - The project manager will work with the Client and consultants to create a detailed schedule for Task 1, Task 2, and Task 3.

Deliverables

- Meeting Agendas and Meeting Minutes
- Project Schedule
- Project Management Plan
- Project Communication Plan including contact lists, organization charts, communication protocols, and authority chains.
- Draft Community Engagement Plan

2. Stakeholder Meeting and Interviews

Prior to the kick-off, Sasaki will work with the City to identify key stakeholders and partners for interviews. During the kick-off, we will hold a series of four (4) one-hour-long stakeholder and partner interviews organized by topic or interest groups, such as elected officials, existing Square initiatives organizers, environmental groups, historic preservation entities, and adjacent business owners, etc. The list of topics and invited attendees will be determined in partnership with the City.

Deliverables

- Project overview presentation to serve as an introduction
- Coordination and invitation of stakeholders will be by Sasaki, the Client will provide contact information.
- Facilitation of stakeholder meetings

3. Existing Conditions Analysis
- Sasaki will gather and evaluate information related to the development of the Mallory Square Master Plan, define existing conditions and programming observations, and define, with the Client, the requirements for the future. This will be accomplished through a review of existing information, meetings with Client representatives and constituents, site reconnaissance, and overall planning analysis. The team will utilize existing GIS information provided by the City to create a base map for the overall study area and adjacent conditions.
 - The coastal engineering team will observe the adjacent upland development, and site topography relative to the proposed Project will also be evaluated. Photographs and field notes will be obtained, and a summary memo of the site visit will be compiled.
 - Our team will document and evaluate the existing signage conditions to determine the most effective way to meet the stakeholders' goals and objectives. We will document the project site signage in photos to prepare the analysis. During this phase, we will locate key areas for enhancements that will offer the greatest impact and cost benefits for the project. We will also review the existing signage to verify if existing sign elements can be reused in any new signage solutions.
 - Study trash/recycling enclosure location, size, and access
 - Parking Inventory and Demand: Our team will develop a parking inventory including number of parking spaces and their location, time restrictions on the use of parking spaces, and the type of parking facility (e.g., on-street, off-street lot, off-street garage) within the technical plan boundary (red line) and adjacent area (purple area) as defined in Figure 1. This will serve to document existing parking availability and usage. The parking inventory includes team personnel visiting the site to review and document the existing/available parking and usage. The period to collect data will be determined in the methodology in collaboration with city agencies. At this time, we would propose a 7-day observation at 3-time intervals (9am-11am, 3pm-5pm, 7pm-9pm) and an event day (which will be determined between the team and the client). The assessment will be done by video camera (provisioned and installed by our team).
 - Field Observations: Our team will also provide qualitative analysis through field observations to estimate pedestrian demands, possible origin/destination trips, parking trends, typical pedestrian crossing locations, etc.

Deliverables

- PDFs including all graphic information produced by Sasaki (diagrams, maps, and sections) will be created to better analyze the existing conditions
 - Site Ecology (land side) including habitat zones, existing tree canopy, and migratory patterns.
 - Site Hydrology including water flow, infrastructure, and health

EXHIBIT A

- Desktop Review of topography and soils
- Architectural Inventory and Conditions. We assume the Client will provide building department drawings (both plans and elevations) for the existing structures to be evaluated including the Waterfront Playhouse, the Cable Huts, and Hospitality House. Measurements of additional structures are not included at this time.
- Historical Features Assessment for the plaza and historic buildings: Sponge Market, Old Key West Chamber of Commerce, Waterfront Playhouse, Two Stone Cisterns, Meson de Pepe, Hospitality House, Key West Art Center, Two Cable Huts, Key West Aquarium, and Memorial Gardens.
 - Docks and Bridges
 - Flatwork/Paving
- Based on materials provided by the City, Site Utilities including Stormwater, Sanitary, Electrical, Irrigation
- Site program and assets including existing activities
- Site features such as furniture, lighting, monuments, signage and wayfinding
- Formal and Informal Pedestrian Circulation
- Multi-Modal Circulation and Traffic maps
 - Existing Parking
 - Cruise ship access and Disembarkation requirements
- Parking Inventory and Existing Site Conditions Matrix documenting the above (tabulated)
- Field Technical Memorandum (Memo word/.pdf)
- Summary Slides on review of existing and in-progress plans (including but not limited to: Fertilizer Reduction Ordinance, Water Supply Plan: Mandating Water Efficiency fixtures and Irrigation Schedules, Post Disaster Recovery and Reconstruction Plan, Tree Canopy Plan along the Crosstown Greenway, Water Quality Protection Plan, Home Elevation Workshops, Transit on Demand, Ten Year Energy Plan, Ten Year Transportation Plan, Pilot Composting Program)

4. Public Awareness, MyPark Survey (Survey #1), and Visioning Communication

Concurrently during the site analysis phase, Sasaki will kick off the initial touchpoints with the broader community, which will include local media notices and social network posts to raise awareness of the project objectives. This will also include the launch of a MyPark Survey (an interactive mapping web survey) that will collect data on how people use the site today. This will build upon outreach already conducted by the City, which resulted in a thorough assessment of potential site improvements.

Deliverables

- Memo outlining media and social media strategy. Sasaki will provide the City with collateral to promote any social media posts on their existing channels.
- Written and graphic outreach collateral summarizing project overview
- Summary slides of previous City-led engagement efforts describing the design team’s understanding of what the City has heard to date
- Set-up of customized MyPark survey

5. Project Website

Sasaki will support the City in creating a project website (that is hosted on the City’s servers for the duration of the project) which will outline the objectives of the project, an explanation of the planning process, an update of the latest engagement opportunities and events, etc. This will be utilized as an enhanced engagement platform where community members can track project process and will host the surveys for each phase of the master plan.

Deliverables

- Project website updates (ongoing through each phase)

6. Site Opportunities Maps

Based on the Existing Conditions Analysis, previous community surveys, stakeholder interviews, and community engagement feedback, the team will create a detailed site analysis outlining the Square’s opportunities and constraints through mapping and diagrams. Our analysis will be organized into our three approach categories of the Square’s People, the Square’s Environment, and the Square’s Neighborhood. This conceptual framework will allow our team to continuously understand how each existing condition fits into the larger context.

Deliverables

- PDF of Site Analysis Maps

7. Task 1 Summary

Upon completion of the existing conditions and gathering feedback from the public, Sasaki will present a PDF with the research and engagement findings from Task 1.

Deliverables

- PDF of the Existing Conditions Report

3.2 Task 2: Vision and Programming (Master Plan Framework, Concept Alternatives, Engagement) - 3 months

Upon completion of Task 1, Sasaki will create design alternatives that establish a basis for the master plan study area and prepare concept alternatives for the future of Mallory Square.

1. Master Plan Framework
 - 1.1. Based on data collected from Task 1 including opportunities, constraints and feedback gathered from the community, Sasaki will create a master plan framework that reflects the guiding principles, project goals, and priorities from the community. This framework will set the baseline of the plan and allow the team to further advance design alternatives for the entire Square within that plan. The framework will include outcomes from previous Community Engagement efforts conducted by the city.
 - 1.2. The Marine Structural team will review the existing shoreline configuration along with existing marine structures. Our team will summarize required improvements or upgrades based on the estimated remaining service life of the structures. Plans for improvements may include a connection to the Mole Pier area as well as expansion of existing pile-supported structures. Areas of improvements, upgrades, replacement, etc. will be identified in plan view and incorporated into the Framework Plan.
 - 1.3. The Waterfront Planning team will provide input relative to cruise pier operations based on our team's extensive cruise ship destination project experience. Work will include developing conceptual sizing and location for a replacement security structure.
 - 1.4. Guiding Principles- The team will review feedback from Task 1 and create Guiding Principles for the project. These principles will be part of the master plan framework and will help guide the design concepts.

Deliverables

- Master Plan Framework presentation in PDF format
 - Guiding Principles
2. Concept Alternatives
 - 2.1. Once the framework plan is in place, Sasaki will explore various designs, programming, and operational concepts. Sasaki will generate two (2) concept alternatives that achieve the stated guiding principles, goals, and respond to the Client, stakeholder, and community input as well as design expression. Sasaki will concurrently develop a concept-level preliminary Opinion of Probable Construction Cost (OPCC) in cost per square foot for each alternative that provides an order of magnitude cost for each scheme relative to one another. These design concepts will explore:
 - Shade Features, bathroom facilities, and other structures
 - Landscape areas
 - Hardscape and seating

- Lighting
- Trash/Recycling enclosure locations and access, including plaza-wide consolidation strategies
- Opportunities for Art
- Historic Architectural integration and future possibilities
- Expansion of the Waterfront Playhouse
- Innovative playscapes and/or interactive elements
- Opportunities for connectivity beyond Mallory Square
- Reduction of Impervious Surfaces
- Hydrological strategies
- Pedestrian and Vehicular circulation
- Physical and ecological connections to the waterfront

In addition to design elements, our team will also evaluate each option against the guiding principles.

Our team will work to develop a Quantitative Parking Study Methodology. A Parking Study Methodology will be coordinated with state and/or public agencies, as part of the kick-off phase. The team will review agency guidelines to ensure that their requirements are considered and addressed with the completion of this study effort. The Methodology will include:

- Study Area
- Purpose / Need
- Data Collection Locations / Types / Periods
- Vehicular Traffic
- Turning Movement Counts
- Daily Segment Counts
- Origin / Destination Vehicular / Pedestrian Trips
- Pedestrian / Bicycle Traffic
- Weekday / Weekend Periods
- Roadway Characteristics (number of lanes, posted speed, surrounding land uses, etc.)
- Crash Data
- Locations for Parking Demand / Turn-Over in the Immediate Study Area
- Field Assessments
- Vehicular Traffic / Pedestrian Behavior / Conflicts
- Qualitative Operations / Safety
- Traffic Circulation
- Parking Changes
- Pedestrian Mobility / Accommodations
- Traffic Recirculation
- Temporary / Permanent Street Closures
- Shared / Metered Parking, Shuttle Connections, Carpool Priority Parking, etc.
- Intersections / Roadways to be Analyzed

We will also evaluate and research the project context and community to understand the specific nature and unique characteristics of the project location to inform the Signage and Wayfinding design. Based on the research and fact-finding initial visit to the site, our team will develop project signage analysis, approaches, and suggestions that will determine the needs for identity and wayfinding throughout the project. This analysis package will focus on the “Master Plan” approach to the signage needs. This will be communicated through photographic images, diagrams, analysis images, and programming of existing and suggested signage locations

Deliverables

- Concept master plan alternatives presentation in PDF format including
 - Two(2) Illustrative Site plans
 - Diagrams explaining key design moves
 - Conceptual signage plan
 - Precedent imagery to explain design intent and character
- Parking Study Methodology (Memo word/.pdf)
- Opinion of Probable Cost for each Concept (on a per square foot basis), a total of two (2)

3. Sunset and Sunrise Series: Concept Alternatives

Rather than hosting one central open house meeting at this phase, the Sasaki team will focus on getting out onto the site through a round of pop-ups and tabling sessions held during the evening and during the day on the site. This series will be focused on gathering input around what elements people like about the concept alternatives, which will inform the draft and final master plan in the final phase. We will look for existing programs, activities, and events to be a part of.

Deliverables:

- Project materials for meetings (boards, interactive materials, etc.)
- Facilitation of discussion at the public meeting Sunset and Sunrise events (up to 3 events)
- Written/graphic collateral to be distributed via mailers, local media, and social media (coordinated by the City)
- Presentation of concept alternatives/site analysis information

4. Concept Alternatives Survey (Survey #2)

Sasaki will create an online survey that parallels the information covered and questions that are asked at the in-person public meetings. This will include a video presentation that walks through the concept alternatives to be posted on the City's

website. It is assumed that group (not individual) meetings with the Mayor, City Council members, and Stakeholders will be required.

Deliverables

- Online survey
- Content for social media campaign to push the survey (coordinated by Sasaki and posted by the City)
- PDF presentation summarizing survey findings

3.3 Task 3: Master Plan (Refined Master Plan Concept, Phasing, Costing, Engagement)- 4 months

Launching from Task 2, Sasaki will create a refined master plan for the future of Mallory Square. This plan will reflect input from key stakeholders, the community, and comments provided by City of Key West staff.

Procedures:

1. Refined Master Plan Concept
 - 1.1. Utilizing the feedback gathered on the concept plan alternatives our team will develop a final plan that is visionary and pragmatic. The plan will consider phasing and implementation strategies that align with known budget opportunities. In addition to the outdoor plaza elements, the plan will include concepts for the Waterfront Playhouse outdoor stage expansion, and restroom facilities.

Deliverables

- Refined Master Plan Concept presentation in PDF format
2. Phasing, Costing, permitting, and Implementation
In concert with the development of the final master plan, our team will create an order of magnitude OPCC to reflect the refined master plan to help make decisions regarding the final master plan concept. Our team will work with the Client to develop initial funding ideas to initiate conversations with various stakeholders. Finally, our team will develop an implementation plan that speaks to the preferred phasing of the project and coordinates with the possible funding sources, critical enabling projects, and the Client's desires. This plan will demonstrate near-term and long-term actions as well as critical path items.

Our team will also review existing environmental permits and other regulatory constraints (i.e., biological resource protection, navigational access) that may affect proposed waterfront improvements. Concepts developed by the Project team that may include expanded pile-supported piers and improved connectivity will be reviewed relative to the regulations of the state and federal environmental agencies that have jurisdiction. A summary of the regulatory findings will be included in the draft Master Plan.

Deliverables

- Order of magnitude Opinion of Probable Construction Cost
- Implementation and Phasing Memo
- Phasing Diagram in PDF format

3. Draft Master Plan

Our team will create a draft of the report for review by the Client and key stakeholders. At this point, we will discuss other aspects of documentation and advertisement that may be needed to build excitement around this project such as donor materials, and other types of printed and digital material that can be produced in a later phase. It is assumed that the City will distribute the draft plan internally and will provide the design team with a single set of coordinated comments.

Deliverables

- PDF Draft Master Plan Report

4. Website Update: Final Plan

The Sasaki team will create updated material for the project website that walks through the final plan ideas and recommendations in a fun and interactive way as a storytelling tool that can be used for the project going forward into implementation.

Deliverables

- Final Website

5. Survey #3: Draft Master Plan

Sasaki will create an online survey that gathers feedback from stakeholders and community members on the draft master plan that will inform the final master plan. This will include a recording of a presentation that walks through the draft plan to be posted on the City's website.

Deliverables

- Online survey
- Materials for social media campaign to push the survey (coordinated by Sasaki and posted by the City)
- PDF presentation summarizing survey findings

6. Final Master Plan Document

Our team will create an easily distributable, concise PDF document for use by the Client. This document will serve as a roadmap for the future and will contain the final plan (updated from the Draft Master Plan), perspectives, sections, signage design, opinion of probable construction cost and phasing.

Deliverables

- 11x 17 PDF Final Master Plan Report Including
 - Illustrative Plan
 - Six (6) Sections

- Three (3) 3D Perspective drawings to demonstrate the character and function
- Signage location plan
- One (1) Phasing Diagram
- Updated order of magnitude OPCC

7. Final Public Meeting: Plan Celebration!

The final large engagement event for this planning process will be a celebration of the final master plan. The goal of this event, hosted at Mallory Square, will be to generate excitement and equip the community with an understanding of what is included in the plan, in order to foster a sense of ownership. This meeting will include activities such as boards explaining ideas, renderings placed within the Square of what the area could look like, and site walks. The goal will be to host a family-friendly and celebratory event. We will work with the City to target a time when this could be hosted in conjunction with another event at/nearby Mallory Square to increase exposure.

Deliverables

- Project materials (boards, etc.) to present the final master plan
- Organization and facilitation of the public event
- Coordination with local community leaders and businesses to host activities/stalls at the event

4.0 Exclusions to Scope of Services

The following items are excluded from the scope of services covered by this proposal for both Sasaki and any Sasaki-retained sub-consultants. If required, these items could be provided as part of negotiated additional services.

- Preparation and submittal of permits. It is anticipated these processes would commence at later phases of the project.
- Schematic Design of Square components (detailed design beyond master planning)
- Structural evaluation of existing structures

5.0 Additional Services

The scope covered by this fee proposal does not include any of the following additional services listed below. These services, and others not defined by the base scope of the project above, can be provided with compensation negotiated, and with written notice to proceed, in advance of implementation.

- Public meetings and/or community workshops to review design alternatives otherwise not defined in the scope of services
- Additional renderings beyond what is defined in the scope of services
- Site visits or in-person meetings beyond what is defined in the scope of services
- Regulatory agency review and/or approval or permitting processes
- Technical information gathering, including technical feasibility studies, and technical programming, egress, or security studies beyond what is defined in the scope of services
- Geotechnical engineering investigations
- Design tasks or schedule extension beyond what is defined in the scope of services. Project extensions that are not the result of Sasaki's performance may be considered for additional services
- A marketing campaign including printed media, pop-up space(s), an online platform, media partnership(s), and/or social media campaign(s) beyond what is described in the scope.
- Printed copies of reports
- Preparation of any cost estimates for Life Expectancy & Condition Assessment of any onsite
- Operations, programming, and maintenance planning and budgeting
- Environmental engineering including Phase 1 Desktop analysis
- Design Services beyond master planning, such as Schematic Design, Design Development, and Construction Documents
- Measuring of the interior of the existing building structures, such as the Waterfront Playhouse, to create existing conditions plans. We assume these plans will be provided by the Client.
- Zoning and Land Use modifications

6.0 Client Responsibilities

Katie Halloran has been designated as the person responsible for design direction to Sasaki for this project and has the authority for design approval. In the event that the design, as approved by the Client, is rejected by others, and redesign is required, such redesign services shall be compensated as additional services.

The client shall provide the following information or services as required for the performance of the work. Sasaki assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein.

- Provide the consultant team with any existing condition reports including surveys, studies, as-built drawings, design drawings, and geotechnical reports of the project site.
- Provide comments on all design team submissions to Client as a single, vetted, and coordinated document providing clear direction to the design team, within 2 weeks (based on project schedule) of receiving the submission. Comments from multiple sources that contradict one another shall be coordinated by Client.
- Provide existing background and GIS information as relevant.
- Identification of individuals who will be part of the expanded working group and input on identifying stakeholders. The Design Team will rely on

the relationships of the City of Key West to make sure the correct stakeholders are included in these meetings.

- Provide the design team a Title Report including information such as easements and other encumbrances on the property
- Arranging boat for marine wall observation
- Cost of print handout materials, boards, meeting venue rental fees, and documents for stakeholder and public meetings and events unless otherwise included in reimbursable expenses.

7.0 Project Schedule

Based on discussions with the Client, our understanding of the project schedule is described below. Generally, we understand this to be a nine-month-long process beginning in July 2022. The schedule may be adjusted from time to time to compensate for unforeseen changes or delays in the development of the project. If the schedule changes significantly, Sasaki and the Client will mutually agree upon an adjusted schedule, fee, and payment schedule. Review periods extending significantly beyond those identified in the proposed schedule will impact the efficiency of the design team and may impact compensation.

| Project Task | Duration |
|---------------------|--|
| Task 1: Discovery | Two months (including review periods) |
| Task 2: Vision | Three Months (including review periods) |
| Task 3: Master Plan | Four Months (including review periods and final approvals) |

Table 2. Project Schedule

8.0 Professional Compensation

1. Labor Fee
 - a. Sasaki shall be compensated for the scope elements on a lump sum basis as described in the table below. Our labor fee is calculated based on an estimation of the expected time involvement and related production, and current hourly rates for the project team throughout the duration of this scope. Reimbursable expenses are separate from the labor fee.

| Task | Scope Item | Labor Fee |
|------|----------------------|-----------|
| 1.1 | Project Startup | \$27,250 |
| 1.2 | Stakeholder Meetings | \$18,700 |

EXHIBIT A

| | | |
|-----|---------------------------------|------------------|
| 1.3 | Existing Condition Analysis | \$62,600 |
| 1.4 | Public Awareness, MyPark Survey | \$24,000 |
| 1.5 | Project Website | \$8,750 |
| 1.6 | Site Opportunities Maps | \$16,000 |
| 1.7 | Task 1 Summary | \$17,500 |
| | TASK 1 TOTAL | \$174,800 |
| | | |
| 2.1 | Master Plan Framework | \$10,000 |
| 2.2 | Concept Alternatives | \$77,500 |
| 2.3 | Sunset and Sunrise Series | \$23,000 |
| 2.4 | Concept Alternatives Survey | \$17,500 |
| | TASK 2 TOTAL | \$128,000 |
| | | |
| 3.1 | Refined Master Plan | \$27,000 |
| 3.2 | Phasing, Costing, Permitting | \$20,600 |
| 3.3 | Draft Master Plan | \$24,500 |
| 3.4 | Website Update: Final Plan | \$3,500 |
| 3.5 | Survey #3 | \$7,000 |
| 3.6 | Final Master Plan Document | \$19,000 |
| 3.7 | Final Public Meeting | \$7,000 |
| | TASK 3 TOTAL | \$108,600 |
| | | |
| | LABOR FEE TOTAL | \$411,400 |
| ALT | Project Website | \$17,600.00 |

Table 3. Labor Fee

2. Reimbursable Expenses

- a. In addition to the labor fee, Sasaki reimbursable expenses shall not exceed \$28,200.00 (Twenty Eight Thousand, Two Hundred dollars) unless authorized in writing by Client.
- b. Reimbursable expenses include the following:
 - i. Reasonable transportation expenses in connection with the project
 - ii. Expenses of reproduction, printing, postage, handling of documents, and other expenses expressly included in the Sasaki agreement with Client

We're thrilled to get started with you on this amazing opportunity for the City of Key West.

Sincerely,



Zachary Chrisco, PE, Hon. ASLA

Principal

EXHIBIT B: PERSONNEL BILLING RATES

Key Sasaki personnel for the Mallory Square Master Plan include Zach Chrisco as Managing Principal, Anna Cawrse as Design Lead, Marin Bracol as the Project Manager, and Alex Hill as project landscape architect. The following are the current billing rates for the core Sasaki planning and design team.

| Core Sasaki Team | Rate |
|-------------------------|-------------|
| Zach Chrisco | \$275 |
| Anna Cawrse | \$200 |
| Marin Braco | \$150 |
| Alex Hill | \$150 |

The following hourly billing rates are the average for each classification. Actual rates may vary by individual. Additional team members may be added from time to time to meet requirements of the project and will be included on the invoice at the individual's rate as the services progress.

| Classifications | Rates |
|--|----------------|
| Principals | \$250 to \$350 |
| Associate Principals | \$200 to \$350 |
| Project Managers | \$125 to \$200 |
| Project Designers | \$100 to \$200 |
| Project Architects , Engineers, | \$125 to \$175 |
| Landscape Architects, Planners & Interior Designers | |
| Project Staff | \$70 to \$125 |

All rates are valid through December 2022, at which point they will be subject to an annual wage increase.

Exhibit C: Procurement Requirements: 2 CFR 200

In anticipation of potentially receiving Federal or State funds for this project in the future, the City will comply with §200.318 - §200.327 of 2 CFR 200. As a result, the following State and Federal requirements will be adhered to:

1. Conflict of Interest: All firms must disclose with their bid the name of any officer, director or agent who is also an employee of the City or any of its departments. Further, all firms must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the firm's entity or any of its branches or subsidiaries.

1) Non-government Conflicts

- a) A firm shall not submit a response or enter into a contract with the City if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:
 - i. The firm's contract with another customer or entity will be averse to the interest of the City; or
 - ii. There is a significant risk that the interest of the City will be materially impacted by the firm's responsibilities to a current customer or entity, a former customer or entity or any other third party.
- b) Notwithstanding the existence of a conflict of interest under paragraph (a), a firm may submit a proposal and enter into a contract with the City if:
 - i. The firm reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;
 - ii. The conflict of interest is not prohibited by law and;
 - iii. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the firm in the same project or other proceeding

In addition, each individual participating in the selection process for professional services contracts must also disclose any conflict of interest. Consultant and subconsultant firms representing 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.

2. Full and Open Competition: All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of §200.319 & §200.320.

3. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
 - 1) The City will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - 2) Affirmative steps shall include:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - vi) Requiring the prime contractor, if subcontracts are to be let to take the affirmative steps listed in paragraphs (e)(2) (i) through(v) of this section.
4. Procurements of Recovered Materials: The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. Unnecessary or Duplicative Items: Provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
6. Federal Excess and Surplus Property: The City encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

7. Settlement of All Contractual and Administrative Issues: The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
8. Local Preference: Local preference is not allowed.
9. Domestic Preferences for Procurements: As appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States. For the purposes of this section:
 - 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
10. 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.
11. Executive Order 11246: Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
12. 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.

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.

13. Public Records: Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011(12), 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 firm 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. Contractors must provide the Sub-recipient, pass-thru entity, Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transcriptions.
14. Records Retention: Retention of all required records for six (6) years after final payments are made and all other pending matters are closed.
15. Convicted Vendor List 287.133(2)(a), F.S.: check the convicted vendors list prior to making any awards to ensure that contracts greater than \$35,000 are not awarded to convicted vendors for a period of thirty-six (36) months following the date of their placement on the convicted vendors list.
16. Discriminatory Vendor List 287.134(2)(a), F.S.: check the discriminatory vendors list prior to making any awards to ensure that contracts are not awarded to vendors on the discriminatory vendors list.
17. Monthly and Quarterly Monitoring: The selected firm will provide monthly and quarterly documentation and reports regarding status, changes, and other details as per stipulated grant requirements for submittal by the City.

In addition, Appendix II to Part 200 (see next page) must be included in all contracts:

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

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

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

In the event CDBG funding is obtained:

24 CFR 135.38

§ 135.38 Section 3 clause.

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as

provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).