A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF CHARLEY TOPPINO & SONS, INC. RECEIVED IN RESPONSE TO INVITATION TO BID (ITB) #19-015 FOR DENNIS STREET STORM WATER PUMP STATION PROJECT (ST38021601) IN AN AMOUNT NOT TO EXCEED \$2,767,806.00; NECESSARY AUTHORIZING ANY BUDGET CITY ADJUSTMENTS; AUTHORIZING THE MANAGER TO EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE BID PROPOSAL, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City's stormwater master plan includes the historically flood-prone area of Dennis Street, between Venetia Street and Blanche Street near the Key West High School; and

WHEREAS, Black & Veatch was awarded the bid for design and construction phase services for the Dennis Street project, and the City worked with the Monroe County School District to obtain a necessary easement for the project to move forward; and

WHEREAS, due to ground conditions and the depth of the wells, an increase in funding was presented in the FY 2020 budget rate models and requested in the FY 2020

budget, and a bid extension to begin work after October 1 (FY 2020) was requested and received from all bidders; and

WHEREAS, two bids were received in response to ITB 19-015, with Charley Toppino & Sons, Inc. submitting the lowest bid; and

WHEREAS, City staff finds the lowest bid to be reasonable and responsible, and recommends award of the bid to Charley Toppino & Sons, Inc.

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

Section 1: That the bid of Charley Toppino & Sons, Inc. is hereby awarded in response to ITB 19-015 for Dennis Street Storm Water Pump Station, in an amount not to exceed \$2,767,806.00.

Section 2: That this project is funded in budget account 402-3803-538-6500 Utilities/Stormwater/Collections/Construction Project No. ST38021601, and any necessary budget adjustments are hereby authorized.

Section 3: That the City Manager is hereby authorized to execute a contract in substantial conformance with the bid documents upon consent of the City Attorney.

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

Passed and adopted by the City Commissi	on at a r	neeting
held this 19th day of February , 2020	).	
Authenticated by the Presiding Officer a	and Clerk	of the
Commission on 20th day of February,	2020.	
Filed with the Clerk on February 20		2020.
Mayor Teri Johnston	Yes	
Vice Mayor Sam Kaufman	Yes	
Commissioner Gregory Davila	Yes	
Commissioner Mary Lou Hoover	Yes	
Commissioner Clayton Lopez	Yes	
Commissioner Billy Wardlow	Yes	
Commissioner Jimmy Weekley	Yes	
TERI JOHNSTON,	het MAYOR	
APTEST:  CHERYL SMITH CITY CLERK		



Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

## **EXECUTIVE SUMMARY**

TO:

Greg Veliz, City Manager

Patti McLaughlin, Asst. City Manager

FROM:

John Paul Castro, Utilities Director

DATE:

February 6, 2020

SUBJECT: Awarding the Bid of Charley Toppino & Sons, Inc. in Response to ITB 19-015 for Dennis Street Storm Water Pump Station project.

#### **Action Statement:**

This is a request to award the low bid for ITB 19-015 from Charley Toppino & Sons, Inc. in the amount of \$2,767,806.00 for the Dennis Street Storm Water Pump Station project.

## Background:

The City tasked CH2M to create a stormwater master plan in 2012 which was adopted by the City Commission. That plan outlines projects that will alleviate flooding from low laying areas. The basins were categorized by elevation and their probability of flooding during certain rain events.

The area of Dennis St. between Venetia St. and Blanche St. near the Key West High School has historically flooded. The area collects water that makes the streets impassable and floods into neighboring homes. Numerous structures within the area are on FEMA's repetitive loss list for flood insurance claims.

#### Purpose and Justification:

Black & Veatch Corporation was awarded the bid for design and construction phase services. After determining the proper pump station sizing and infrastructure and conducting surveying, they have since designed a system that has been determined to be effective in draining the area of Dennis St. between Venetia St. and Blanch St. City Staff has reviewed the plans and agree that the City should move forward with construction of this project.

City staff worked with the Monroe County School District to partner with the project as it was necessary for adequate land for the equipment and for the pipe to reach the

Key to the Caribbean - Average yearly temperature 77° F.

MEMANOMEN

outfall. An easement approved by the school district and city commission is attached.

The bid tabulation is as follows:

- 1. Charley Toppino and Sons, Inc. \$2,767,806.00
- 2. D.N. Higgins \$2,877,000.00

The award of this contract was significantly delayed due to the application process of a FEMA Hazard Mitigation grant. Attached are the bid price extensions from both bidders.

After the bid of the project Monroe County engineering department approached the City about the possibility of participating in the use of the new pump station. The county's 1<sup>st</sup> St. and Bertha St. improvement project design requires discharge of stormwater. The physical nature of the area did not allow for an outfall and lack of property there was no room for a separate pump station. It made sense to combine the stormwater requirements for the area into one station. An analysis was complete for the county contribution and an interlocal agreement is on the February BOCC agenda for approval.

**Financial Impact:** 

The funds for project ST38021601 are in account Utilities/Stormwater/Collections/Construction 402-3803-538-6500. \$982,094.00 will be contributed through FEMA HMGP. Two years of Florida Keys Stewardship money will be allocated toward the project in the amount of \$929,000.00 and the county allocation for the project will total \$739,759.00

#### Recommendation:

Staff recommends awarding the bid to Charley Toppino & Sons, Inc in the amount of \$2,767,806.00.

RESOLUTION NO. 18-290

KEY WEST HIGH SCHOOL BACK UP GENERATOR EASEMENT

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED EASEMENT AGREEMENT BETWEEN THE CITY AND THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, A BODY CORPORATE EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, FORMERLY KNOWN AS THE BOARD OF PUBLIC INSTRUCTION OF MONROE COUNTY, FLORIDA TO ALLOW FOR INSTALLATION OF A BACK-UP GENERATOR AND OUTFALL PIPE FROM A STORMWATER PUMP STATION AT THE CORNER OF DENNIS STREET AND VENETIA STREET, KEY WEST, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, to reduce flooding near Key West High School and the surrounding neighborhood, it is necessary to install on School Board-controlled property a back-up generator and outfall pipe from a new stormwater pump station at the corner of Dennis Street and Venetia Street.

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

Section 1: That the attached easement agreement between the City and The School Board of Monroe County, Florida, a body corporate existing under the laws of the State of Florida, formerly known as The Board of Public Instruction of Monroe County,

Page 1 of 2

Florida, to allow for installation of a back-up generator and outfall pipe from a stormwater pump station at the corner of Dennis Street and Venetia Street, as described in the attached easement agreement and survey, is hereby approved.

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

	Passed	and	ador	pted	by 1	the	City	Con	nmission	at	a meet:	ing	held
this7	20	_ day	of	Sep	tembe	er		201	8.				
	Authen	ticat	ed	by t	he	Pre	sidin	g (	Officer	and	Clerk	of	the
Commi	ssion	on _	21		_day	of	Sep	temb	er, 2	018.			
	Filed	with	the	Cler	k or	n	Septe	nber	21		_, 201	8.	

Mayor Craig Cates	Yes
Commissioner Gregory Davila	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Sam Kaufman	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes

CRAIG CATES, MAYOR

CHERYL SMITH, ( dITY CLERK

Page 2 of 2

This instrument prepared by and return to:
George B. Wallace, Esq.
City Attorney's Office
P.O. Box 1409
Key West, FL 33041-1409

Doc# 2206917 Bk# 2949 Pg# 1127

#### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made and entered into this 9th day of October, 2018, by and between THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, A BODY CORPORATE UNDER THE LAWS OF THE STATE OF FLORIDA FORMERLY KNOWN AS THE BOARD OF PUBLIC INSTRUCTION OF MONROE COUNTY, FLORIDA, (hereinafter "Grantor"), and the CITY OF KEY WEST, a municipal corporation, (hereinafter "CITY").

WHEREAS, The Grantor is the lawful owner in fee simple of real property located in Key West, Monroe County, Florida, more particularly described in Exhibits "A-1,A-2,B-1, B-2, B-3 and B-4", which is attached hereto and incorporated by reference; and

WHEREAS, The CITY wishes to utilize a portion of the Grantor's property located at the Key West High School, Key West, Florida, described in Exhibits "A-1 and A-2" in order to construct, operate, and maintain a stormwater pump station generator and related instruments; and

WHEREAS, The CITY wishes to utilize a portion of the Grantor's property located at the key West High School, Key West, Florida, described in Exhibits "B-1, B-2, B-3 and B-4" for subsurface stormwater drainage; and

WHEREAS, the Grantor, as owner of the real property, in consideration of the mutual promises contained herein, does grant and convey unto CITY an easement subject to certain terms and conditions.

NOW, THEREFORE, in mutual consideration of the benefits accruing to the parties through performance of the terms of this Easement Agreement

- Grantor herein expressly agrees to grant an easement to the CITY over that portion of Grantor's property more particularly described on Exhibits "A-1, A-2, B-1, B-2, B-3 and B4", which is attached hereto and incorporated by reference. This easement and the rights granted herein shall commence on the day and date first above written and shall remain in perpetuity unless terminated as provided for herein.
- 2. The CITY, its successors and assigns shall have the right to construct, install, alter, operate, relocate, replace, improve, remove, inspect, and maintain a stormwater pump station generator on that portion of the Grantor's property described in Exhibits "A-1 and A-2" and subsurface stormwater drainage pipes and associated appurtenances thereto on that portion of Grantor's property as set forth on Exhibits "B-1, B-2, B-3, and B-4".

- 3. The CITY, its successors and assigns shall have the right to enter and depart along under, over, across and upon the Grantor's property as described herein as necessary to the proper use of all the rights granted herein, upon the condition that the CITY shall:
  - (a) Not unreasonably interfere with the Grantor's use of its property; and
  - (b) To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of the Grantor's potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the Grantor, its officers, and employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the CITY or any third party vendor contracted by the CITY in connection with this Agreement.
- 4. Grantor shall furnish and maintain the easement area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with the CITY'S safe and proper installation, operation, maintenance, inspection, or removal of the stormwater pump station generator and subsurface drainage pipes and all appurtenances thereto located in the easement or which would interfere with any other right granted to the CITY.
- 5. CITY shall construct and be solely responsible for all costs necessary for the installation of a 24 inch diameter PVC pipe approximately 80 feet in length which shall connect the two swales located immediately to the north of the property described on Exhibits "A-1 and A-2".
- 6. CITY shall construct and be solely responsible for all costs necessary for the installation of a swing gate 10 feet in width and a pedestrian gate 5 feet in width connecting Grantor's property to the end of Ashby Street. Both gates shall be located immediately west of the property described on Exhibit "A".
- 7. CITY shall construct and be solely responsible for all costs necessary for the installation of a chain link fence 12 feet in height which shall surround the property described in Exhibit "A".
- 8. CITY shall be liable to the Grantor for the pro-rata share cost of amending Grantor's permit with the South Florida Water Management District for the Horace O'Bryant Middle School construction project to the extent that the said permit is impacted by the easement granted in CITY's favor.
- 9. All covenants, stipulations, terms, conditions, and provisions of this Agreement shall extend to and be made binding upon respective successors and assigns of the CITY and Grantor. It is intended that this Agreement shall be recorded and be binding upon future owners of the above described property.
  - 10. The Grantor does hereby warrant good and marketable title for the above

described property and that it has full power to grant this easement.

- 11. This Agreement sets forth all the covenants, promises, agreements, and understandings between CITY and Grantor concerning the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon CITY or Grantor unless reduced to writing and duly executed by both parties.
- 12. In the event that the City removes the stormwater pump station for any reason whatsoever, this easement shall terminate immediately and be of no further force or effect.

Doc# 2206917 Bk# 2949 Pg# 1129

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

The School Board of Monroe County, Florida, a body corporate existing under the laws of the State of Florida, formerly known as the Board of Public Instruction of Monroe County, Florida

By: Kot 6 / 45

Robert E. Highsmith, Chairman

Witness Name: Mark T. Porter

Witness Name: Karen T. Hladik

City of Key West, Florida

E

water # 1 F ...

Witness Name: Vid

Cheri Smith, City Clerk

3

2019 by Robert 1. riighsmith , as Chairman of the I	Board of Public Instruction of Monroe County,
Florida, who is personally known to me, or will identification.  Karen T Hadik NOTARY PUBLIC STATE OF FLORIDA Commit GG073818 Expires 2/24/2021  My commission expires: Feb. 24, 2012	ho [] produced as personally known    Karen J. Wladik   Notary Public   Print name:   Karen T. Hladik
The foregoing Easement Agreement was Spreamon 2018; Craig Cates, Mayor of the City of me, or who [] produced as	
My commission expires: 4/8/2020	Rusele Buddle Notary Public Argela Buddle
My commission expires.	Print name: Wyela Dudde

The foregoing Easement Agreement was acknowledged before me this 9th day of October,

# SKETCH & DESCRIPTION GENERATOR EASEMENT

Portion of Lot 19, Block 4, Diagram of Land Tract No. 30 (P.B. 1, PG. 13, M.C.R.)
CITY OF KEY WEST, MONROE COUNTY, FL.

Doc# 2206917 Bk# 2949 Pg# 1131

#### **SURVEYOR'S REPORT:**

 Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.

2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search

of the Public Records has been made by the Surveyor.

3. The land description shown hereon was prepared by the Surveyor.

4. No underground improvement were located.

- 5. Bearings shown hereon are assumed based on east right—of—way line of Dennis Street having a bearing of N 33°59'40" W
- 6. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.

7. This map is intended to be displayed at a scale of 1:240 (1"=20") or smaller.

8. Abbreviation Legend: &= Centerline; M.C.R.= Monroe County Public Records; P.B.= Plat Book; PCN= Parcel Control Number; PG.= Page; P.O.B.= Point of Beginning; R/W= Right of Way; sq. ft.= Square Feet.

#### LAND DESCRIPTION:

A parcel of land for a generator, being the North 40.50 feet of the West 27.00 feet of Lot 19, Block 4, of DIAGRAM OF LAND TRACT No. 30, by T.J. Ashe recorded in Plat Book 1, Page 13 of the Public Records of Monroe County, Florida described as:

BEGINNING at the northwest corner of said Lot 19; thence N 56°00'20" E along the south right-of-way of Venetia Street as existing and currently in use, a distance of 27.00 feet; thence S 33°59'40" E along a line 27.00 feet east of and parallel with the east right-of-way line of Dennis Street as existing and currently in use, a distance of 40.50 feet; thence S 56°00'20" W along a line 40.50 feet south of and parallel with the south right-of-way line of Venetia Street, a distance of 27.00 feet to the east right-of-way line of said Dennis Street; thence N 33°59'40" W along said east right-of-way line, a distance of 40.50 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Key West, Monroe County, Florida having an area of 1093.50 square feet (0.02 acre) more or less.

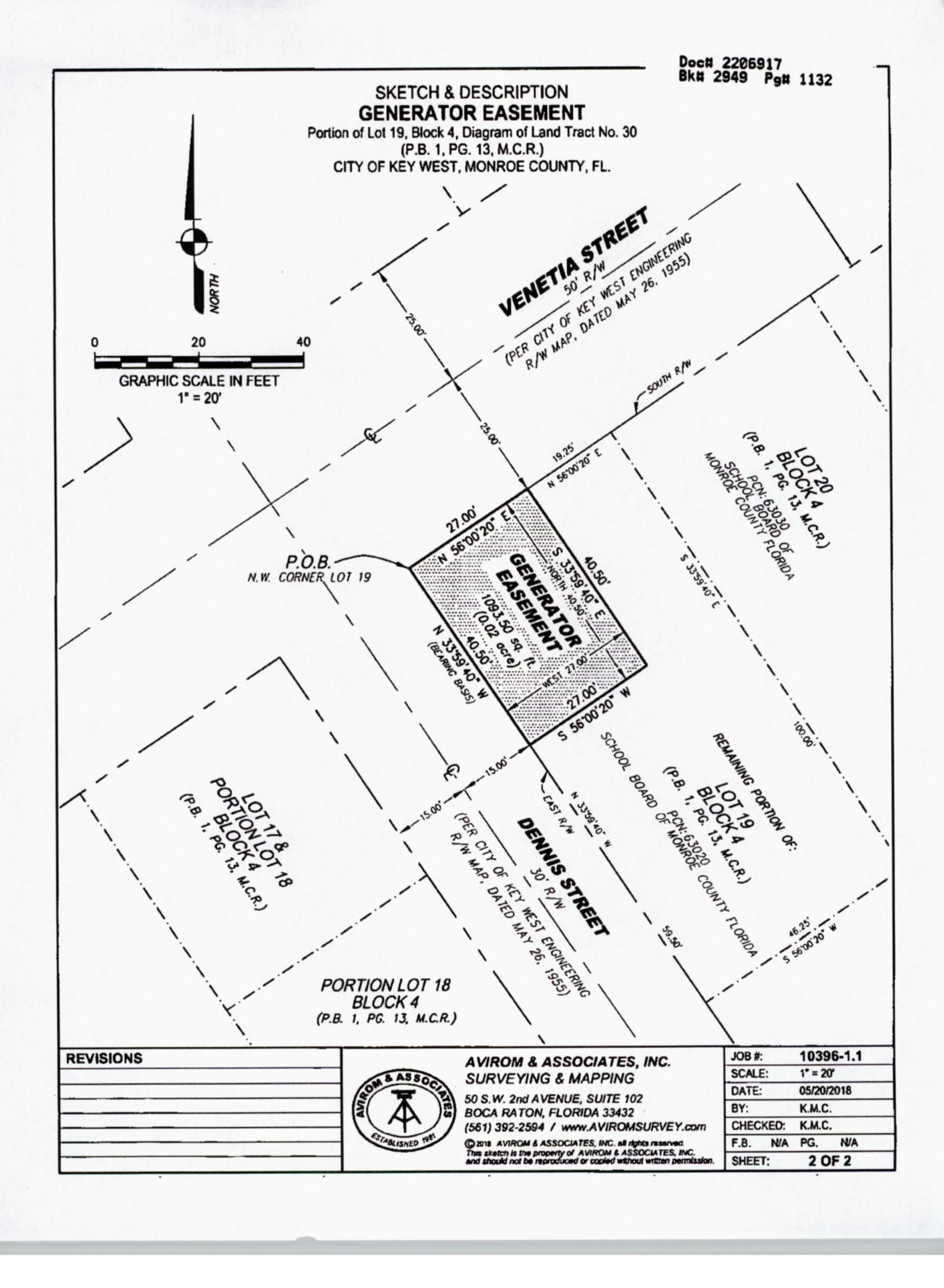
#### **CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florida Administrative Gode, pursuant to Chapter 472, Florida Statutes.

Date: May 20, 2018	
--------------------	--

KEITH M. CHEE A-TOW, P.L.S. Florida Registration No. 5328
AMROM & ASSOCIATES, INC.

		L.B. No. 3300	.,3	
REVISIONS		AVIROM & ASSOCIATES, INC.	JOB #: SCALE:	10396-1.1 N/A
	CON B ASSOCIE	SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102	DATE:	05/20/2018
		BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	BY: CHECKED:	K.M.C.
	STABLISHED 1981	© 2018 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC.	F.B. NA	
		and should not be reproduced or copied without written permission.	SHEET:	1 OF 2



### SKETCH & DESCRIPTION DRAINAGE EASEMENT

Portion of Lot 5, Block 4, Diagram of Land Tract No. 30 AND Portion of Key West High School (P.B. 1, PG. 13, M.C.R.)

#### **SURVEYOR'S REPORT:**

CITY OF KEY WEST, MONROE COUNTY, FL.

Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.

No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.

3. The land description shown hereon was prepared by the Surveyor.

No underground improvement were located.

- Bearings shown hereon are assumed based on east right-of-way line of Dennis Street having a bearing of N 33'59'40" W
- 6. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.

This map is intended to be displayed at a scale of 1:240 (1"=20") or smaller.

Abbreviation Legend: &= Centerline; M.C.R.= Monroe County Public Records; P.B.= Plat Book; PCN= Parcel Control Number; PG.= Page; P.O.B.= Point of Beginning; P.O.C.= Point of Commencement; P.O.T.= Point of Termination; Ref.= Reference; R/W= Right of Way, sq. ft.= Square Feet.

#### LAND DESCRIPTION:

A parcel of land for a Drainage Easement, being a portion of Lot 5, Block 4, of DIAGRAM OF LAND TRACT No. 30, by T.J. Ashe recorded in Plot Book 1, Page 13 of the Public Records of Monroe County, Florida described as:

BEGINNING at the southwest corner of said Lot 5; thence N 33°59'40" W along the east right-of-way line of Dennis Street as laid out and currently in use, a distance of 16.56 feet; thence S 80°26'26" E, 24.03 feet to a point hereinafter referred to as Reference Point "A" being on the north right-of-way line of Blanche Street as laid out and currently in use; thence S 56'00'20" W along said right-of-way line, a distance of 17.42 feet to the POINT OF BEGINNING, having an area of 144.18 square feet (0.003 acre) more or less.

#### TOGETHER WITH:

An easement 12 feet in width for drainage, being 6 feet on each side of the following described centerline:

COMMENCING at the aforementioned Reference Point "A"; thence N 56'00'20" E along the north right-of-way line of Blanche Street, a distance of 33.58 feet to the west line of Key West High School; thence S 16"21'24" E along said west line, 57.18 feet to the POINT OF BEGINNING of said centerline; thence S 33°59'40" E, 365.18 feet to the POINT OF TERMINATION, having an area of 4,382.137 square feet (0.101 acre) more or less.

The side lines of said easement to be extended or shortened to meet at angle points and to form a closed figure.

Said lands lying and being in the City of Key West, Monroe County, Florida.

#### **CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapters 5J-17, Florido Administrative Code, gurgaiant to Chapter 472. Florida Statutes.

May 21, 2018 Date: \_

KEITH ME CHEET ATTOW, P.L.S. Florida Registration 200 - 5328 AVIROM & ASSOCIATES, INC. L.B. No. 3300 ....

REVISIONS	AVIROM & ASSOCIATES,	INC.
	SURVEYING & MAPPING	
	50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432	2
	(561) 392-2594 / www.AVIROMS	SURVEY
	This sketch is the property of AVIROM & ASSOCIATES, INC. all right and should not be reproduced or copied without	OCIATES,

PPING SUITE 102 A 33432 AVIROMSURVEY.com S, INC. all rights reserved. TROM & ASSOCIATES, INC. copied without written permission.

JOB #:	10396-1.2
SCALE:	N/A
DATE:	05/21/2018
BY:	K.M.C.
CHECKED:	K.M.C.
F.B. NA	PG. N/A
SHEET:	1 OF 3

