

RESOLUTION NO. 18-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING FOR GENERAL TRAFFIC ENGINEERING SERVICES IN RESPONSE TO RFQ NO. 18-001; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS ON A TASK ORDER BASIS WITH THE THREE TOP-RANKED FIRMS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a request for Qualifications for firms capable of providing general traffic engineering services; and

WHEREAS, at a publicly advertised meeting on April 5, 2018, a ranking committee composed of city staff ranked the seven (7) responses to the RFQ for General Traffic Engineering Services, and determined that three (3) firms are particularly qualified, and recommended that the City engage each one on a Task Order basis.

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

Section 1: That the top responses for general traffic engineering services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Choice Engineering Consultants, Inc.
- (2) Calvin Giordano & Associates, Inc.
- (3) Keith & Schnars .

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts on a task-order basis with each of the three top-ranked companies, upon advice and consent of the City Attorney.

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

Passed and adopted by the City Commission at a meeting held this 1st day of May, 2018.

Authenticated by the Presiding Officer and Clerk of the  
Commission on 2nd day of May, 2018.

Filed with the Clerk on May 2, 2018.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



## THE CITY OF KEY WEST

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

### EXECUTIVE SUMMARY

**Date:** April 6, 2018

**To:** Jim Scholl, City Manager

**From:** Steve McAlearney, Senior Project Manager  
Gary Volenec, City Engineer  
Terrence Justice, Project Coordinator, Energy Manager  
Jim Bouquet, P.E., Engineering Director

**Subject:** Approving ranking of firms submitting responses to Request for Qualifications (RFQ) No. 18-001: General Traffic Engineering Services

#### Action Statement

Approve staff ranking of firms submitting responses to RFQ 18-001: General Traffic Engineering Services and authorize City Manager to negotiate and, pursuant to legal review, enter into contracts with selected engineering firms.

#### Background

The City of Key West (City) requires the services of (a) qualified firm(s) to provide Traffic Engineering Services. The services may include but are not limited to, conducting traffic impact studies, designing and physically setting traffic signal timing, warranting and siting of roadway signage, roadway stripping design and conduct of roadway capacity studies.

The City issued RFQ No. 18-001: General Traffic Engineering Services on March 3, 2018. Qualification packages were opened on March 28, 2018. The City received seven (7) responses to the RFQ from the following firms:

- Calvin Giordano & Associates, Inc.
- Choice Engineering Consultants, Inc.
- Florida Transportation Engineering, Inc.
- Keith & Schnars
- Langan Engineering and Environmental Services, Inc.
- Mathews Consulting, A Baxter & Woodman Company
- Vision Engineering and Planning, LLC

Upon review of received qualifications, all firms were considered responsive and responsible.

On April 5, 2108, a selection committee of City Staff held a publicly advertised meeting to present qualification ranking of the seven firms submitting qualifications in response to the RFQ. Selection committee qualification rankings are attached for review.

Using the Selection Criteria Matrix in the RFQ, the selection committee developed a short list of the following firms in highest to lowest ranking order:

1. Choice Engineering Consultants, Inc.
2. Calvin Giordano & Associates, Inc.
3. Keith & Schnars

As multiple City departments simultaneously manage projects of all sizes and service specialty diversifications, the City typically prefers to contract with multiple firms to address the workload. These three recommended firms will provide the City with the necessary diversity in areas such as service area specialty, size/capacity and local presence to address anticipated needs with future projects.

The term of contracts shall be for a period of three (3) years with the option of one (1) two (2) year renewal.

#### **Options**

There are two (2) options:

1. Accept the rankings of Staff and authorize City Manager to negotiate and, pursuant to legal review, enter into contract with the three selected firms;
2. Modify Staff ranking and authorize City Manager to negotiate and, pursuant to legal review, enter into contract with any or all firms of the modified ranking.

#### **Financial Issues**

There are no financial obligations with ranking and entering into contracts with each of the short-listed firms. Project assignments will be task order based with a respective fee approved for each task order per City Ordinance.

#### **Recommendation**

The selection committee recommends the City Commission review the Staff ranking and evaluate the firms consisting of Choice Engineering Consultants, Inc., Calvin Giordano & Associates, Inc., and Keith & Schnars, and authorize City Manager to negotiate and, pursuant to legal review, enter into contracts with these three firms.

**RFQ 18-001 General Traffic Engineering Services**  
**Evaluation Proposal Ranking**  
**Key West City Hall, Room 216**  
**April 5, 2018**

Engineering: 1 Gary Volenec  
 Engineering: 2 Steve McAlearney  
 Engineering: 3 Terrence Justice  
 Engineering: 4 Jim Bouquet

**Evaluation Panel Scoring**

GENERAL TRAFFIC ENGINEERING SERVICES SELECTION CRITERIA	POINTS ALLOWED	Calvin Giordano				Choice Engineering				Florida Transportation Group				Keith & Schnars				Langan Engineering				Mathews Consulting				Vision Engineering			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Overall expertise and technical competence of the firm in required qualifications	35	30	25	35	30	30	28	33	30	28	20	30	20	28	23	28	20	20	25	25	25	20	24	22	25	15	20	20	25
Professional qualifications, certifications and capacity of staff assigned to accomplish the work	20	18	15	20	15	16	19	20	18	16	13	18	10	18	15	18	10	15	15	16	15	15	14	15	15	12	14	14	15
Experience with Key West, Monroe County and FDOT District 6	15	15	14	15	12	15	15	15	15	10	10	10	5	8	15	12	10	5	13	9	5	5	14	8	10	3	10	9	5
Ability to perform the work expeditiously at the request of the CITY. Location and availability of technical support people and assigned Project Manager to the CITY	15	12	10	13	10	13	12	14	10	10	10	10	5	10	8	12	5	8	7	10	5	10	12	9	12	8	7	10	10
Example projects and references	15	15	10	12	10	12	10	12	15	13	10	10	5	12	10	11	5	10	10	8	5	10	9	8	10	7	10	7	5
<b>Total Points</b>	<b>100</b>	<b>90</b>	<b>74</b>	<b>95</b>	<b>77</b>	<b>86</b>	<b>84</b>	<b>94</b>	<b>88</b>	<b>77</b>	<b>63</b>	<b>78</b>	<b>45</b>	<b>76</b>	<b>71</b>	<b>81</b>	<b>50</b>	<b>58</b>	<b>70</b>	<b>68</b>	<b>55</b>	<b>60</b>	<b>73</b>	<b>62</b>	<b>72</b>	<b>45</b>	<b>61</b>	<b>60</b>	<b>60</b>
<b>Proposer Average Proposal Points</b>		<b>84.0</b>				<b>88.0</b>				<b>65.8</b>				<b>69.5</b>				<b>62.8</b>				<b>66.8</b>				<b>56.5</b>			

Firm	Score	Rank	GV	SM	TJ	JB
Choice Engineering	88	1	2	1	2	1
Calvin Giordano	84	2	1	2	1	2
Keith & Schnars	69.5	3	4	4	3	6
Mathews Consulting	66.75	4	5	3	6	3
Florida Transportation Group	65.75	5	3	6	4	7
Langan Engineering	62.75	6	6	5	5	5
Vision Engineering	56.5	7	7	7	7	4

*Jim Bouquet*  
 4/5/2018

# INTEROFFICE MEMORANDUM

To: James Bouquet, Engineering Director  
CC: David Sermak, Purchasing  
From: Cheri Smith, City Clerk *Cheri Smith /sgt*  
Date: February 28, 2018  
Subject: **GENERAL TRAFFIC ENGINEERING SERVICES; RFQ 18-001**

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The following bids were opened Wednesday, February 28, 2018 at 3:00 p.m. in response to the above referenced project.

1. Calvin Giordano & Associates, Inc.  
10800 Biscayne Boulevard, Suite 950  
Miami, FL 33161
2. Choice Engineering Consultants, Inc.  
12855 SW 132<sup>nd</sup> Street, Suite 200  
Miami, FL 33186
3. Florida Transportation Engineering, Inc.  
8333 NW 53<sup>rd</sup> Street, Suite 450  
Miami, FL 33166
4. Keith & Schnars  
5835 Blue Lagoon Drive, Suite 303  
Miami, FL 33126
5. Langan Engineering and Environmental Services, Inc.  
110 East Broward Boulevard, Suite 1500  
Fort Lauderdale, FL 33301
6. Mathews Consulting, A Baxter & Woodman Company  
1111 12<sup>th</sup> Street, Suite 310E  
Key West, FL 33040
7. Vision Engineering and Planning, LLC  
1451 Cypress Creek Road, Suite 300  
Ft. Lauderdale, FL 33309

**AGREEMENT**

**between**

**CITY OF KEY WEST**

**and**

**CHOICE ENGINEERING CONSULTANTS, INC.**

**for**

**GENERAL TRAFFIC ENGINEERING SERVICES**

**KEY WEST, FLORIDA**

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and Choice Engineering Consultants, Inc., a corporation organized under the laws of the State of Florida, 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 18-001, CONSULTANT's Response to RFQ dated February 28, 2018, addenda, exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The Landscape Architectural firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. CITY:** City of Key West.
- 1.7. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

## **ARTICLE 2**

### **PREAMBLE**

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

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 18-001 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated February 28, 2018, 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:
  - 3.1.1. Traffic Engineering Services
- 3.2. CONSULTANT's services shall include:
  - Traffic Studies
  - Traffic Signal System Design
  - Physical (Field) Timing of Traffic Signals
  - Traffic Signal Detection Systems
  - Roadway Capacity Calculations and Studies
  - Roadway Signage - Warrants, Design/Siting
  - Traffic Counting
  - Bicycle and Pedestrian Planning
  - Parking Studies
  - Wayfinding Sign Program

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 three (3) years from the effective date of the Agreement with the option of one (1) two (2)-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 the TASK ORDER 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 TASK ORDER 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 first year of the contract (CONSULTANT AND Sub-consultants): See attached Exhibit A
- 5.1.2.3. CONSULTANT and Sub-consultants allowed annual wage adjustment shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)
- 5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
- 5.1.2.5. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- 5.1.2.6. When 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 Task Order shall be charged at actual cost, and shall be limited to the following:
- 5.2.1.2. Identifiable transportation expenses in connection with the Task Order, 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 Holiday Inn, 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. Unit costs must be specified on the Task Order.
- 5.2.1.6. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the Task Order.
- 5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Task Order. 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. These amounts shall not increase each fiscal year to the CITY by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. 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 that are identified by the specific Task Order number if applicable 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 that are identified by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Task Order. 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 a Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. 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 TASK ORDER or any Task Order.

**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 in order to perform the Task Order, 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: Choice Engineering Consultants, Inc.  
12855 SW 132 St, Suite 200  
Miami, FL 33186

## **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 Contractor.

## **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 apprenticeship), 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. Metric Engineering, Inc.
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

Hourly rates for such said Sub-consultants are as on attached Exhibit A.

#### **7.7. ASSIGNMENT AND PERFORMANCE**

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

#### **7.8. INDEMNIFICATION OF CITY**

- 7.8.1. To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity

required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

7.8.2. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

## 7.9. INSURANCE

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

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

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5/14/18

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

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

Bodily Injury Each Accident	\$1,000,000	\$100,000
Bodily Injury by Disease Each Employee	\$1,000,000	\$100,000
Bodily Injury by Disease Policy Limit	\$1,000,000	\$500,000

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5/14/18

- 7.9.4. If the work is being done on or near a navigable waterway, CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers' compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of worker's compensation coverage under each policy.
- 7.9.5. CONSULTANT's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.
- 7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.
- 7.9.7. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.
- 7.9.8. It shall be the responsibility of the Consultant to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of Consultant.
- 7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

#### **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: Carlos Francis, PE, PTOE  
Address: Choice Engineering Consultants, Inc.  
12855 SW 132 St, Suite 200  
Miami, FL 33186

**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 CITY. 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 – CONSULTANT/Sub-consultants' Hourly Rates

**7.27. COUNTERPARTS**

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

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

By: CITY OF KEY WEST

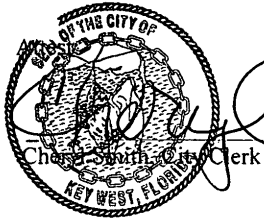
James Scholl  
James Scholl, City Manager

By: CONSULTANT

Carlos Francis  
(Signature)  
Carlos Francis / President  
(Print Name and Title)

15 day of MAY, 2018

15 day of May, 2018



Cheryl Smith  
Cheryl Smith, City Clerk  
Attest:  
Rafael S. Aguilar  
(Signature)  
Rafael S. Aguilar / Vice President  
(Print Name and Title)

15 day of May, 2018

15 day of May, 2018

**Exhibit A**

**Hourly Fee Schedule**

**Company Name:** CHOICE ENGINEERING CONSULTANTS, INC.

**Date:** 05/14/2018

**Position Title**

**Hourly Rate**

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Refer to Attachments




**CERTIFIED WAGE RATE FORM**  
**Choice Engineering Consultants, Inc.**

Loaded Rate Multiplier: 3.28

Job Classification	Staff	Rate	Loaded Rate
Project Manager	Carlos Francis, PE, PTOE	\$72.45	\$237.39
Senior Project Engineer	Rafael S. Aguilar, PE	\$72.45	\$237.39
Project Engineer	Eugenio S. Lopez, MSCE, PE	\$53.56	\$139.85
Engineer	Erik A. Echezabal, MSCE, PE	\$42.68	\$139.85
Engineer Intern	Alejandro Ortega, MSCE, EI	\$39.14	\$128.25
Senior Designer	Leonardo Francis, CGM	\$37.31	\$122.25
Designer	Horacio Lopez	\$26.91	\$88.17
Engineering Technician	Junior Casas	\$19.57	\$64.12
CADD/Computer - Technician	Rafael J. Aguilar	\$17.00	\$55.70
Secretary/Clerical	Katherine R. Francis	\$21.42	\$70.19

I certify that the above information is current and accurate as of the date of submission of this audit package.

Carlos Francis, PE, PTOE  
President

 05/14/2018  
\_\_\_\_\_  
Signature and Date



**CERTIFIED WAGE RATE FORM**  
**Metric Engineering, Inc.**

Loaded Rate Multiplier: 3.0

Job Classification	Staff	Rate	Loaded Rate
Senior Engineer	Sonia Shreffler-Bogart	\$62.50	\$187.50
Chief Engineer	Alex Gorgas	\$70.67	\$212.01
Project Manager	Stefan Escanes	\$46.64	\$139.92
Senior Project Engineer	Christopher Dew	\$48.08	\$144.24
Senior Engineer Technician	SiJong Jo	\$37.02	\$111.06
GIS Specialist	Simone Babb	\$45.43	\$136.29
Project Engineer	Armando Aguiar	\$43.27	\$129.81
Engineering Technician	Eduardo Monteagudo	\$22.00	\$66.00
	James Philippe	\$24.52	\$73.56

I certify that the above information is current and accurate as of date of submission of audit package.

Carlos Rodriguez, PE, VP  
Print Name

  
Signature

5-14-18  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nathan Hodnett
Macpherson Insurance Agency	PHONE (A/C, No, Ext): 305.669.5288 FAX (A/C, No): 305.669.5219
55 Merrick Way, Suite 408	E-MAIL: mail@macphersonagency.com
Coral Gables, FL 33134	ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Kinsale Insurance Company
	INSURER B: Progressive Express Insurance Company
	INSURER C: Travelers Indemnity Company
	INSURER D: Arch Insurance Group
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 07	REVISION NUMBER: N/A
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	01000392901	05/31/17	05/31/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/OP AGG \$ \$
B	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		03898904-1	08/24/17	08/24/18	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB-2H451667-17	05/31/17	05/31/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability		PAAEP0024901	05/06/18	05/06/19	Each Claim \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: General Traffic Engineering Services

Commercial General Liability Policy:

City of Key West is included as Additional Insured.

CAS0001-0317 - Schedule Additional Insured - Primary and Non-Contributory

CAS0015-0317 - Additional Insured as Required by Written Contract

CAS4002-0110 - Waiver of Transfer of Rights of Recovery Against Other to Us

Cancellation Policy Provisions - 10 Days for non payment of premium, 30 Days written notice if cancelled for any other reason.

## CERTIFICATE HOLDER

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

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## James Bouquet

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**From:** Carlos Francis <cfrancis@choiceeng.com>  
**Sent:** Monday, May 14, 2018 6:08 PM  
**To:** James Bouquet  
**Cc:** Rafael S. Aguilar  
**Subject:** RE: City of Key West Traffic Engineering Services  
**Attachments:** Choice Draft AGREEMENT\_Filled Draft.pdf; Choice Engineering - City of Key West COI.pdf; Metric Wage Rate Certification\_signed.pdf; Choice Certified Wage Rate Form-signed.pdf

James,

Attached is the draft agreement and our rates (including our sub-Metric). I have also attached our Certificate of Insurance. Please note, that the insurance we carry (and is sufficient for all of our contracts, including contracts with FDOT) does not match the requirements listed in the City agreement, namely the auto liability, additional umbrella liability, and worker's comp.

As such, we are respectfully requesting the City modify the requirement to carry:

- auto liability to a limit of \$300,000
- worker' comp to limit of \$100,000/\$100,000/\$500,000

OK *[Signature]*  
5/14/18

In addition, we are requesting the City waive the requirement for "Additional Umbrella Liability" entirely. We have modified that section of the contract accordingly. If the City is in amenable to our request, please advise if the agreement will be revised by the City or we can just initial our changes and sign the overall agreement.

Obviously, if you want to discuss or have any questions, please do not hesitate to call me on my cell.

Thank you,

Carlos Francis, PE, PTOE  
Senior Project Manager  
12855 SW 132<sup>nd</sup> Street, Suite 200  
Miami, FL 33186  
Tel (786) 250-5526  
Cell (786) 556-3323  
[cfrancis@choiceeng.com](mailto:cfrancis@choiceeng.com)



Miami, Florida | [www.choiceeng.com](http://www.choiceeng.com)

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**From:** James Bouquet [mailto:jbouquet@cityofkeywest-fl.gov]  
**Sent:** Friday, May 11, 2018 12:38 PM  
**To:** Carlos Francis <cfrancis@choiceeng.com>  
**Subject:** RE: City of Key West Traffic Engineering Services

Just confirming we will see the requested documents next week.

Jim

**From:** James Bouquet

**Sent:** Friday, May 04, 2018 1:08 PM

**To:** Carlos Francis <[cfrancis@choiceeng.com](mailto:cfrancis@choiceeng.com)>

**Subject:** City of Key West Traffic Engineering Services

Carlos:

Please see attached and respond as indicated.

Jim Bouquet, P.E.

Director of Engineering

RESOLUTION NO. 18-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING FOR GENERAL TRAFFIC ENGINEERING SERVICES IN RESPONSE TO RFQ NO. 18-001; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS ON A TASK ORDER BASIS WITH THE THREE TOP-RANKED FIRMS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a request for Qualifications for firms capable of providing general traffic engineering services; and

WHEREAS, at a publicly advertised meeting on April 5, 2018, a ranking committee composed of city staff ranked the seven (7) responses to the RFQ for General Traffic Engineering Services, and determined that three (3) firms are particularly qualified, and recommended that the City engage each one on a Task Order basis.

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

Section 1: That the top responses for general traffic engineering services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Choice Engineering Consultants, Inc.
- (2) Calvin Giordano & Associates, Inc.
- (3) Keith & Schnars

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts on a task-order basis with each of the three top-ranked companies, upon advice and consent of the City Attorney.

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

Passed and adopted by the City Commission at a meeting held this 1st day of May, 2018.


Authenticated by the Presiding Officer and Clerk of the  
Commission on 2nd day of May, 2018.

Filed with the Clerk on May 2, 2018.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

## EXECUTIVE SUMMARY

**Date:** April 6, 2018

**To:** Jim Scholl, City Manager

**From:** Steve McAlearney, Senior Project Manager  
Gary Volenec, City Engineer  
Terrence Justice, Project Coordinator, Energy Manager  
Jim Bouquet, P.E., Engineering Director

**Subject:** Approving ranking of firms submitting responses to Request for Qualifications (RFQ) No. 18-001: General Traffic Engineering Services

### Action Statement

Approve staff ranking of firms submitting responses to RFQ 18-001: General Traffic Engineering Services and authorize City Manager to negotiate and, pursuant to legal review, enter into contracts with selected engineering firms.

### Background

The City of Key West (City) requires the services of (a) qualified firm(s) to provide Traffic Engineering Services. The services may include but are not limited to, conducting traffic impact studies, designing and physically setting traffic signal timing, warranting and siting of roadway signage, roadway stripping design and conduct of roadway capacity studies.

The City issued RFQ No. 18-001: General Traffic Engineering Services on March 3, 2018. Qualification packages were opened on March 28, 2018. The City received seven (7) responses to the RFQ from the following firms:

- Calvin Giordano & Associates, Inc.
- Choice Engineering Consultants, Inc.
- Florida Transportation Engineering, Inc.
- Keith & Schnars
- Langan Engineering and Environmental Services, Inc.
- Mathews Consulting, A Baxter & Woodman Company
- Vision Engineering and Planning, LLC

Upon review of received qualifications, all firms were considered responsive and responsible.

On April 5, 2108, a selection committee of City Staff held a publicly advertised meeting to present qualification ranking of the seven firms submitting qualifications in response to the RFQ. Selection committee qualification rankings are attached for review.

Using the Selection Criteria Matrix in the RFQ, the selection committee developed a short list of the following firms in highest to lowest ranking order:

1. Choice Engineering Consultants, Inc.
2. Calvin Giordano & Associates, Inc.
3. Keith & Schnars

As multiple City departments simultaneously manage projects of all sizes and service specialty diversifications, the City typically prefers to contract with multiple firms to address the workload. These three recommended firms will provide the City with the necessary diversity in areas such as service area specialty, size/capacity and local presence to address anticipated needs with future projects.

The term of contracts shall be for a period of three (3) years with the option of one (1) two (2) year renewal.

#### **Options**

There are two (2) options:

1. Accept the rankings of Staff and authorize City Manager to negotiate and, pursuant to legal review, enter into contract with the three selected firms;
2. Modify Staff ranking and authorize City Manager to negotiate and, pursuant to legal review, enter into contract with any or all firms of the modified ranking.

#### **Financial Issues**

There are no financial obligations with ranking and entering into contracts with each of the short-listed firms. Project assignments will be task order based with a respective fee approved for each task order per City Ordinance.

#### **Recommendation**

The selection committee recommends the City Commission review the Staff ranking and evaluate the firms consisting of Choice Engineering Consultants, Inc., Calvin Giordano & Associates, Inc., and Keith & Schnars, and authorize City Manager to negotiate and, pursuant to legal review, enter into contracts with these three firms.

## RFQ 18-001 General Traffic Engineering Services

## Evaluation Proposal Ranking

Key West City Hall, Room 216

April 5, 2018

Engineering: 1 Gary Volenec  
 Engineering: 2 Steve McAlearney  
 Engineering: 3 Terrence Justice  
 Engineering: 4 Jim Bouquet

## Evaluation Panel Scoring

GENERAL TRAFFIC ENGINEERING SERVICES SELECTION CRITERIA	POINTS ALLOWED	Calvin Giordano				Choice Engineering				Florida Transportation Group				Keith & Schnars				Langan Engineering				Mathews Consulting				Vision Engineering			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Overall expertise and technical competence of the firm in required qualifications	35	30	25	35	30	30	28	33	30	28	20	30	20	28	23	28	20	20	25	25	25	20	24	22	25	15	20	20	25
Professional qualifications, certifications and capacity of staff assigned to accomplish the work	20	18	15	20	15	16	19	20	18	16	13	18	10	18	15	18	10	15	15	16	15	15	14	15	15	12	14	14	15
Experience with Key West, Monroe County and FDOT District 6	15	15	14	15	12	15	15	15	15	10	10	10	5	8	15	12	10	5	13	9	5	5	14	8	10	3	10	9	5
Ability to perform the work expeditiously at the request of the CITY. Location and availability of technical support people and assigned Project Manager to the CITY	15	12	10	13	10	13	12	14	10	10	10	10	5	10	8	12	5	8	7	10	5	10	12	9	12	8	7	10	10
Example projects and references	15	15	10	12	10	12	10	12	15	13	10	10	5	12	10	11	5	10	10	8	5	10	9	8	10	7	10	7	5
Total Points	100	90	74	95	77	86	84	94	88	77	63	78	45	76	71	81	50	58	70	68	55	60	73	62	72	45	61	60	60
Proposer Average Proposal Points		84.0				88.0				65.8				69.5				62.8				66.8				56.5			

Firm	Score	Rank	GV	SM	TJ	JB
Choice Engineering	88.0	1	2	1	2	1
Calvin Giordano	84.0	2	1	2	1	2
Keith & Schnars	69.5	3	4	4	3	6
Mathews Consulting	66.8	4	5	3	6	3
Florida Transportation Group	65.8	5	3	6	4	7
Langan Engineering	62.8	6	6	5	5	5
Vision Engineering	56.5	7	7	7	7	4

*Jim Bouquet*  
 4/5/2018

**AGREEMENT**

**between**

**CITY OF KEY WEST**

**and**

**KEITH & SCHNARS**

**for**

**GENERAL TRAFFIC ENGINEERING SERVICES**

**KEY WEST, FLORIDA**

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and Keith & Schnars, a corporation organized under the laws of the State of Florida, 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 18-001, CONSULTANT's Response to RFQ dated, February 28, 2018, exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The General Traffic Engineering Services firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. CITY:** City of Key West.
- 1.7. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

## **ARTICLE 2**

### **PREAMBLE**

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

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 08-001 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated February 28, 2018, 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:
  - 3.1.1. Traffic Engineering Services
- 3.2. CONSULTANT's services shall include:
  - Traffic Studies
  - Traffic Signal System Design
  - Physical (Field) Timing of Traffic Signals
  - Traffic Signal Detection Systems
  - Roadway Capacity Calculations and Studies
  - Roadway Signage - Warrants, Design/Siting
  - Traffic Counting
  - Bicycle and Pedestrian Planning
  - Parking Studies
  - Wayfinding Sign Program

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 three (3) years from the effective date of the Agreement with the option of one (1) two (2)-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 the TASK ORDER 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 TASK ORDER 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 first year of the contract (CONSULTANT AND Sub-consultants): See attached Exhibit A
- 5.1.2.3. CONSULTANT and Sub-consultants allowed annual wage adjustment shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS] Employment Cost Index [ECI] for Private Industry)
- 5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
- 5.1.2.5. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- 5.1.2.6. When 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 Task Order shall be charged at actual cost, and shall be limited to the following:
- 5.2.1.2. Identifiable transportation expenses in connection with the Task Order, 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 Holiday Inn, 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. Unit costs must be specified on the Task Order.
  - 5.2.1.6. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the Task Order.
  - 5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Task Order. 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. These amounts shall not increase each fiscal year to the CITY by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. 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 that are identified by the specific Task Order number if applicable 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 that are identified by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Task Order. 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 a Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. 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 TASK ORDER or any Task Order.

**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 in order to perform the Task Order, 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: Keith and Schnars, P.A.  
6500 N. Andrews Avenue  
Fort Lauderdale, FL 33309

## **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 Contractor.

## **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 apprenticeship), 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. N/A
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

Hourly rates for such said Sub-consultants are as on attached Exhibit A.

#### **7.7. ASSIGNMENT AND PERFORMANCE**

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

#### **7.8. INDEMNIFICATION OF CITY**

- 7.8.1. To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity

required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

- 7.8.2. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

## 7.9. INSURANCE

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

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

- 7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies (excepting Professional Liability) on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.
- 7.9.3. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete worker's compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

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

- 7.9.4. If the work is being done on or near a navigable waterway, CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workers' compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of worker's compensation coverage under each policy.
- 7.9.5. CONSULTANT's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.
- 7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.
- 7.9.7. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3964 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.
- 7.9.8. It shall be the responsibility of the Consultant to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of Consultant.
- 7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

#### **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: José (Joe) L. Gómez, PE  
Address: 5835 Blue Lagoon Drive, Suite 303  
Miami, FL 33126  
\_\_\_\_\_

### **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 – CONSULTANT/Sub-consultants' Hourly Rates

**7.27. COUNTERPARTS**

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

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

By: CITY OF KEY WEST

James Scholl  
James Scholl, City Manager

By: CONSULTANT

Errol Kalayci  
(Signature)  
Errol Kalayci, President & CEO  
(Print Name and Title)

15<sup>th</sup> day of MAY, 20 18

14 day of MAY, 20 18

Attest:

Cheryl Smith  
Cheryl Smith, City Clerk

Attest:

Mark J. Mosier  
(Signature) MARK J. MOSIER, P.E.  
Secretary / Ex. V.P.  
(Print Name and Title)

15 day of MAY, 20 18

14 day of MAY, 20 18

**Exhibit A**  
**Hourly Fee Schedule**  
**Company Name: Keith & Schnars**  
**Date: 5/11/2018**

<b>Position Title</b>	<b>Hourly Rate</b>
Administrative Assistant	\$70.00
Associate 1	\$100.00
Associate 2	\$120.00
Senior Associate	\$140.00
Project Manager	\$160.00
Senior Project Manager	\$180.00
Director	\$200.00
Principal	\$225.00
2 Person Survey Crew	\$140.00
3 Person Survey Crew	\$180.00
CADD Technician	\$90.00
Laser Scan/Specialty Survey Crew	\$350.00
Expert Witness	\$350.00

# State of Florida

## Board of Professional Engineers

Attests that  
**Keith & Schnars, P.A.**



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201904481 R

CA Lic. No:

1337



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB1337**

Expiration Date February 28, 2019

### Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

**KEITH & SCHNARS P.A.**  
6500 N ANDREWS AVE  
FT LAUDERDALE, FL 33309-2132

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER	
LCC000137	

The LANDSCAPE ARCHITECT BUSINESS  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2019

KEITH AND SCHNARS, PA  
6500 N ANDREWS AVE  
FT LAUDERDALE FL 33309-2132



ISSUED: 10/11/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1710110002505

MIAMI-DADE FIRE RESCUE DEPARTMENT  
FIRE PREVENTION DIVISION  
9300 NW 41ST STREET  
MIAMI, FLORIDA 33178

## PERMIT



Below is the Annual Operating Permit issued by the Miami-Dade Fire Rescue  
Department.

Should you have any questions regarding this  
permit, please contact the Fire Prevention Division at  
(786) 331- 4800

### PERMIT #: 07126-04838

KEITH AND SCHNARS PA  
5835 BLUE LAGOON DR 303  
MIAMI, Florida 33126

(Please cut along dotted line and post permit in your place of business)



PERMIT CERTIFICATE  
MIAMI-DADE FIRE RESCUE DEPARTMENT  
ANNUAL OPERATING PERMIT  
9300 NW 41 STREET  
MIAMI, FLORIDA 33178

### PERMIT #: 07126-04838

PERMIT EXPIRES LAST DAY IN THE  
MONTH OF: March 2019

**Business Name:**

KEITH AND SCHNARS PA  
Business/Business Offices

**Business Owner / Rep:**

LILLY TOGHIANI

**Billing Address:**

KEITH AND SCHNARS PA  
5835 BLUE LAGOON DR  
MIAMI, FL 33126

**Location Address:**

KEITH AND SCHNARS PA  
5835 BLUE LAGOON DR 303  
MIAMI, Florida 33126

This Permit is issued in accordance with Article III, Section 14-53, of the code of Miami-Dade County and the South Florida Fire Prevention Code under conditions set forth herein. Violations of the aforementioned will be grounds for immediate revocation.



Permit Authorized by:

Chief Alan Cominsky, Fire Marshal  
Miami Dade Rescue Department

Date Printed: 2018/02/14 16:09:35

005318

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

**LBT**

7214814

**BUSINESS NAME/LOCATION**GOMEZ JOSE LUIS PE  
5835 BLUE LAGOON DR #303  
MIAMI FL 33126**RECEIPT NO.****RENEWAL**  
7498711**EXPIRES**  
**SEPTEMBER 30, 2018**Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10**OWNER**GOMEZ JOSE LUIS PE  
C/O KEITH AND SCHNARS PA**SEC. TYPE OF BUSINESS**212 PROFESSIONAL  
PE35526**PAYMENT RECEIVED  
BY TAX COLLECTOR**\$100.00 08/14/2017  
CREDITCARD-17-053912

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

001832

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

**LBT**

4649746

**BUSINESS NAME/LOCATION**KEITH AND SCHNARS  
5835 BLUE LAGOON DR #303  
MIAMI FL 33126**RECEIPT NO.****RENEWAL**  
4854775**EXPIRES**  
**SEPTEMBER 30, 2018**Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10**OWNER**

KEITH AND SCHNARS

Employee(s) 6

**SEC. TYPE OF BUSINESS**212 P.A./CORP/PARTNERSHIP/FIRM  
EB1337**PAYMENT RECEIVED  
BY TAX COLLECTOR**\$75.00 08/14/2017  
CREDITCARD-17-053908

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION  
BUSINESS TAX YEAR 2017-2018

100 N. Andrews Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33301  
(954) 828-5195



Business ID: 548818 Business Name: KALAYCI TANZER H  
Business Address: 6500 N ANDREWS AVE  
Tax Category: ENGINEER Tax#: 548818 Fee:

KALAYCI TANZER H  
KEITH AND SCHNARS  
6500 N ANDREWS AV  
FORT LAUDERDALE, FL 33309

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

Business ID: 548818  
Tax Number: 548818  
Business Name: KALAYCI TANZER H  
Business Address: 6500 N ANDREWS AVE  
Business Contact: TANZER H KALAYCI

RECEIVED AUG 14 2017

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email [businesstax@fortlauderdale.gov](mailto:businesstax@fortlauderdale.gov) and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION  
100 N. Andrews Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33301  
Phone (954)828-5195 | Fax (954)828-5881  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

**VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018****DBA:**  
**Business Name:** KEITH & SCHNARS PA**Receipt #:** 315-51989  
**Business Type:** ENGINEER (P A  
(ENGINEER/SURVEYOR))**Owner Name:** KEITH & SCHNARS PA  
**Business Location:** 6500 N ANDREWS AVE  
FT LAUDERDALE  
**Business Phone:** 305-776-1616**Business Opened:** 07/16/1993  
**State/County/Cert/Reg:** NEED  
**Exemption Code:**

Rooms	Seats	Employees	Machines	Professionals
		16		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**KEITH & SCHNARS PA  
6500 N ANDREWS AVENUE  
FORT LAUDERDALE, FL  
33309-2132**Receipt #** WWW-16-00149809  
**Paid** 08/04/2017 45.00**2017 - 2018**

# *State of Florida*

## *Department of State*

I certify from the records of this office that KEITH AND SCHNARS, P.A. is a corporation organized under the laws of the State of Florida, filed on October 6, 1972.

The document number of this corporation is 603751.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 9, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of April, 2018*



*Ken Detjen*  
**Secretary of State**

Tracking Number: CC0103176069

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



KEITAND-01

DLONG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Insurance Company	19445
	INSURER B : St. Paul Fire and Marine Insurance Company	24767
	INSURER C : National Union Fire Insurance Company of Pittsburgh, PA	19445
	INSURER D : Continental Casualty Company (CNA) A, XV	20443
	INSURER E :	
	INSURER F :	

INSURED  
  
Keith and Schnars, P.A.  
6500 North Andrews Avenue  
Ft. Lauderdale, FL 33309-2132

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		5180214	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		2961640	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-15T76430-18-NF	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	012015939	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		AEH006091227	03/01/2018	03/01/2019	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: General Traffic Engineering Services

City of Key West is included as additional insured with respects to General Liability, Auto Liability and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Worker's Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

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

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

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2018 forms a part of

policy No. CA 296-16-40 issued to KEITH & SCHNARS, P.A.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**


**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 03/01/2018 forms a part of

policy No. CA 296-16-40 issued to KEITH & SCHNARS, P.A.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

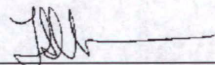
*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2018 forms a part of

Policy No. CA 296-16-40 issued to KEITH & SCHNARS, P.A.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

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

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

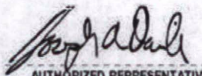
**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

62897 (6/95)

  
AUTHORIZED REPRESENTATIVE

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

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2018 forms a part of Policy No. WC 012-01-5939

Issued to KEITH & SCHNARS, P.A.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

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

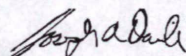
## **Schedule**

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT  
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13  
(Ed. 04/84)

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



Authorized Representative

## Amendment Of Limits Of Insurance And Other Insurance Clause For Described Persons Or Organizations

1. The following replaces section **IV. Definitions J. Insured**, Paragraphs 2. and 5., but only with respect to any person or organization listed in the **Schedule** below:

Any person or organization that is listed in the **Schedule** below is an **Insured** but only:

- a. with respect to liability for **Bodily Injury** or **Property Damage** caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of **Your Work** to which the written contract requiring insurance applies for such **Insured**; and
- b. if such person or organization is included as an **Insured** under any **Scheduled Underlying Insurance** or **Scheduled Retained Limit**.

2. The following is added to section **VII. Conditions L. Other Insurance**:

### **L. Other Insurance**

Nor will we apply this provision to any person or organization listed in the **Schedule** below if:

1. such person or organization qualifies as an **Insured** under section **IV. Definitions J. Insured 2. or 5.** of this agreement;
2. you have agreed in a written contract or agreement with such person or organization that this policy will apply before any **Other Insurance**; and
3. the **Scheduled Underlying Insurance** or **Scheduled Retained Limit** applies to such person or organization on a primary and noncontributory basis.

If these conditions are met, then this policy will apply to such person or organization before any **Other Insurance**, but only to the extent that the minimum limits of liability required by such written contract or agreement exceed the applicable limits of such **Scheduled Underlying Insurance** or **Scheduled Retained Limit**, subject to the **Limits of Insurance** stated in Item 3. of the **Declarations** of this policy.

3. The following is added to section **III. Limits of Insurance B.**:

However, with respect to any person or organization listed below in the **Schedule**, the most we will pay for all damages covered under Insuring Agreement I. Coverage shall be the lesser of the following to the extent they exceed the applicable limits of the **Scheduled Underlying Insurance** or **Scheduled Retained Limit**:

1. the minimum limits of insurance required in the contract or agreement between you and such person or organization; or
2. the limits of insurance stated in Item 3. of the **Declarations**.

### **Schedule of Described Persons or Organizations**

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT THAT THIS POLICY SHALL APPLY TO THEM BEFORE ANY OTHER INSURANCE.

### **Schedule of Designated Locations**

ONLY THOSE LOCATIONS DESIGNATED IN THE WRITTEN CONTRACT OR AGREEMENT REFERENCED DIRECTLY ABOVE.

All other terms of your policy remain the same.

### Waiver of Rights of Recovery Endorsement

The following is added to section VII. Conditions, P. Transfer of Rights of Recovery to Us:

If, prior to an Occurrence, covered by this policy, you have agreed in a written contract, to waive your rights to recovery of payment for damages for **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** caused by that **Occurrence**, then we agree to waive our right of recovery for such payment.

All other terms of your policy remain the same.

RESOLUTION NO. 18-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING FOR GENERAL TRAFFIC ENGINEERING SERVICES IN RESPONSE TO RFQ NO. 18-001; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS ON A TASK ORDER BASIS WITH THE THREE TOP-RANKED FIRMS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a request for Qualifications for firms capable of providing general traffic engineering services; and

WHEREAS, at a publicly advertised meeting on April 5, 2018, a ranking committee composed of city staff ranked the seven (7) responses to the RFQ for General Traffic Engineering Services, and determined that three (3) firms are particularly qualified, and recommended that the City engage each one on a Task Order basis.

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

Section 1: That the top responses for general traffic engineering services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Choice Engineering Consultants, Inc.
- (2) Calvin Giordano & Associates, Inc.
- (3) Keith & Schnars

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts on a task-order basis with each of the three top-ranked companies, upon advice and consent of the City Attorney.

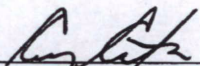
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of May, 2018.

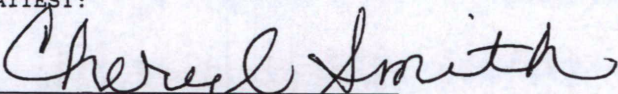
Authenticated by the Presiding Officer and Clerk of the  
Commission on 2nd day of May, 2018.

Filed with the Clerk on May 2, 2018.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

## EXECUTIVE SUMMARY

**Date:** April 6, 2018

**To:** Jim Scholl, City Manager

**From:** Steve McAlearney, Senior Project Manager  
Gary Volenec, City Engineer  
Terrence Justice, Project Coordinator, Energy Manager  
Jim Bouquet, P.E., Engineering Director

**Subject:** Approving ranking of firms submitting responses to Request for Qualifications (RFQ) No. 18-001: General Traffic Engineering Services

### Action Statement

Approve staff ranking of firms submitting responses to RFQ 18-001: General Traffic Engineering Services and authorize City Manager to negotiate and, pursuant to legal review, enter into contracts with selected engineering firms.

### Background

The City of Key West (City) requires the services of (a) qualified firm(s) to provide Traffic Engineering Services. The services may include but are not limited to, conducting traffic impact studies, designing and physically setting traffic signal timing, warranting and siting of roadway signage, roadway stripping design and conduct of roadway capacity studies.

The City issued RFQ No. 18-001: General Traffic Engineering Services on March 3, 2018. Qualification packages were opened on March 28, 2018. The City received seven (7) responses to the RFQ from the following firms:

- Calvin Giordano & Associates, Inc.
- Choice Engineering Consultants, Inc.
- Florida Transportation Engineering, Inc.
- Keith & Schnars
- Langan Engineering and Environmental Services, Inc.
- Mathews Consulting, A Baxter & Woodman Company
- Vision Engineering and Planning, LLC

Upon review of received qualifications, all firms were considered responsive and responsible.

On April 5, 2018, a selection committee of City Staff held a publicly advertised meeting to present qualification ranking of the seven firms submitting qualifications in response to the RFQ. Selection committee qualification rankings are attached for review.

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

Using the Selection Criteria Matrix in the RFQ, the selection committee developed a short list of the following firms in highest to lowest ranking order:

1. Choice Engineering Consultants, Inc.
2. Calvin Giordano & Associates, Inc.
3. Keith & Schnars

As multiple City departments simultaneously manage projects of all sizes and service specialty diversifications, the City typically prefers to contract with multiple firms to address the workload. These three recommended firms will provide the City with the necessary diversity in areas such as service area specialty, size/capacity and local presence to address anticipated needs with future projects.

The term of contracts shall be for a period of three (3) years with the option of one (1) two (2) year renewal.

#### **Options**

There are two (2) options:

1. Accept the rankings of Staff and authorize City Manager to negotiate and, pursuant to legal review, enter into contract with the three selected firms;
2. Modify Staff ranking and authorize City Manager to negotiate and, pursuant to legal review, enter into contract with any or all firms of the modified ranking.

#### **Financial Issues**

There are no financial obligations with ranking and entering into contracts with each of the short-listed firms. Project assignments will be task order based with a respective fee approved for each task order per City Ordinance.

#### **Recommendation**

The selection committee recommends the City Commission review the Staff ranking and evaluate the firms consisting of Choice Engineering Consultants, Inc., Calvin Giordano & Associates, Inc., and Keith & Schnars, and authorize City Manager to negotiate and, pursuant to legal review, enter into contracts with these three firms.

RFQ 18-001 General Traffic Engineering Services

Evaluation Proposal Ranking

Key West City Hall, Room 216

April 5, 2018

Engineering: 1 Gary Volenec  
Engineering: 2 Steve McAlearney  
Engineering: 3 Terrence Justice  
Engineering: 4 Jim Bouquet

Evaluation Panel Scoring

GENERAL TRAFFIC ENGINEERING SERVICES SELECTION CRITERIA	POINTS ALLOWED	Calvin Giordano				Choice Engineering				Florida Transportation Group				Keith & Schnars				Langan Engineering				Mathews Consulting				Vision Engineering			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Overall expertise and technical competence of the firm in required qualifications	35	30	25	35	30	30	28	33	30	28	20	30	20	28	23	28	20	20	25	25	25	20	24	22	25	15	20	20	25
Professional qualifications, certifications and capacity of staff assigned to accomplish the work	20	18	15	20	15	16	19	20	18	16	13	18	10	18	15	18	10	15	15	16	15	15	14	15	15	12	14	14	15
Experience with Key West, Monroe County and FDOT District 6	15	15	14	15	12	15	15	15	15	10	10	10	5	8	15	12	10	5	13	9	5	5	14	8	10	3	10	9	5
Ability to perform the work expeditiously at the request of the CITY. Location and availability of technical support people and assigned Project Manager to the CITY	15	12	10	13	10	13	12	14	10	10	10	10	5	10	8	12	5	8	7	10	5	10	12	9	12	8	7	10	10
Example projects and references	15	15	10	12	10	12	10	12	15	13	10	10	5	12	10	11	5	10	10	8	5	10	9	8	10	7	10	7	5
Total Points	100	90	74	95	77	86	84	94	88	77	63	78	45	76	71	81	50	58	70	68	55	60	73	62	72	45	61	60	60
Proposer Average Proposal Points		84.0				88.0				65.8				69.5				62.8				66.8				56.5			

Firm	Score	Rank	GV	SM	TJ	JB
Choice Engineering	88.0	1	2	1	2	1
Calvin Giordano	84.0	2	1	2	1	2
Keith & Schnars	69.5	3	4	4	3	6
Mathews Consulting	66.8	4	5	3	6	3
Florida Transportation Group	65.8	5	3	6	4	7
Langan Engineering	62.8	6	6	5	5	5
Vision Engineering	56.5	7	7	7	7	4

Jim Bouquet  
4/5/2018

# INTEROFFICE MEMORANDUM

To: James Bouquet, Engineering Director  
CC: David Sermak, Purchasing  
From: Cheri Smith, City Clerk *Cheri Smith /sgt*  
Date: February 28, 2018  
Subject: **GENERAL TRAFFIC ENGINEERING SERVICES; RFQ 18-001**

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The following bids were opened Wednesday, February 28, 2018 at 3:00 p.m. in response to the above referenced project.

1. Calvin Giordano & Associates, Inc.  
10800 Biscayne Boulevard, Suite 950  
Miami, FL 33161
2. Choice Engineering Consultants, Inc.  
12855 SW 132<sup>nd</sup> Street, Suite 200  
Miami, FL 33186
3. Florida Transportation Engineering, Inc.  
8333 NW 53<sup>rd</sup> Street, Suite 450  
Miami, FL 33166
4. Keith & Schnars  
5835 Blue Lagoon Drive, Suite 303  
Miami, FL 33126
5. Langan Engineering and Environmental Services, Inc.  
110 East Broward Boulevard, Suite 1500  
Fort Lauderdale, FL 33301
6. Mathews Consulting, A Baxter & Woodman Company  
1111 12<sup>th</sup> Street, Suite 310E  
Key West, FL 33040
7. Vision Engineering and Planning, LLC  
1451 Cypress Creek Road, Suite 300  
Ft. Lauderdale, FL 33309