

RESOLUTION NO. 18-080

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING A TASK ORDER FOR K2M DESIGN FOR DESIGN SERVICES FOR TRUMAN WATERFRONT PARK PHASE 1B, INCLUDING BUILDING 1287 AND MULTI-PURPOSE ATHLETIC FIELD IN THE AMOUNT OF \$179,480.00 IN ACCORDANCE WITH A REVISED TRUMAN WATERFRONT PARK PHASE 1B MASTER PLAN; APPROVING NECESSARY BUDGET TRANSFER(S) AND AMENDMENT(S); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 12-285 the City Commission sitting as the LRA approved the Truman Waterfront Park Development Master Plan, and in Resolution No. 14-095, Phase 1 design for the project specified demolition of Building 1287 and construction of a multi-purpose athletic field at that location; and

WHEREAS, in Resolution 17-245 the City Commission directed staff to report on the feasibility of renovating the PAL Building (Building 1287) within the Truman Waterfront area; and

WHEREAS, a proposed plan which incorporates renovation of Building 128 (including rest rooms and attached horse stables), and construction of a multi-purpose athletic field, along with paved parking and landscaping was presented to the City Commission on January 3, 2018; and

WHEREAS, at a meeting on February 20, 2018, the Truman Waterfront Advisory Board recommended approval~~denial~~ of a revised Phase 1B Master Plan, including a proposed multi-sports field and renovation of Building 1287; and

WHEREAS, in Resolution No. 17-190, the City approved a Contract for General Architectural Services with K2M Design; and

WHEREAS, City staff requested a Task Order proposal for design and permitting services for Truman Waterfront Phase 1B from K2M Design, and recommends approval of the Task Order by the LRA.

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the attached Task Order for K2M Design, under the City's General Architectural Services Agreement, for Truman Waterfront Park Phase 1B design and permit phase tasks, including Building 1287 and multi-purpose field, in the amount of \$179,480.00, is hereby approved.

Section 2: That the attached revised Truman Waterfront Park Phase 1B Master Plan is hereby approved.

Section 3: That partial funding of this task order is funded in account 101-4303-543-6300 (Project Number IS43031801-Truman Waterfront Park Phase 1B), and the City Commission sitting as the LRA hereby approves the transfer of up to \$47,940.00 from Infrastructure Surtax Reserves Account No. 101-1900-519-9400 for this Task Order.

Section 4: That the City Manager is hereby authorized to execute documents on behalf of the LRA, upon advice and consent of the City Attorney.

Section 5: 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 Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 21 day of February, 2018.

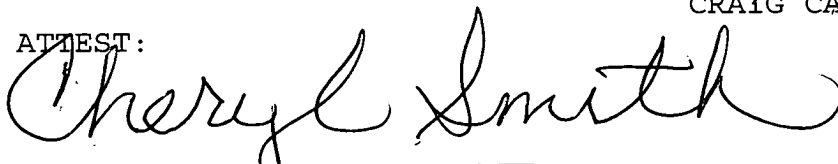
Authenticated by the presiding officer and Clerk of the Authority on February 22, 2018.

Filed with the Clerk February 22, 2018.

Chairman Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<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>Absent</u>


CRAIG CATES, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST
1300 White Street, Key West, FL 33040 (305) 809-3792

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: James Bouquet, Director of Engineering

DATE: January 21, 2018

SUBJECT: Truman Waterfront Park Phase 1B including Building 1287
Renovation/Addition and Multi-Purpose Field

ACTION STATEMENT:

Authorize a Task Order to K2M Design for Professional Design Services for Park Phase 1B including Building 1287 Renovation/Addition and Multi-Purpose Field in the amount of \$179,480.00 in accordance with revised Truman Waterfront Park Phase 1B Master Plan. Authorize City Manager to approve Task Order and any necessary budget transfers/amendments.

BACKGROUND

The Key West City Commission Resolution 17-245 directed City staff to report on the feasibility of renovating Building 1287 (aka: PAL) including estimated costs of renovation, recommended uses and immediate repairs to necessary to preserve the structure. However, the Truman Waterfront Park Development Master Plan approved by the Naval Properties Local Redevelopment Authority (LRA) under Resolution 12-285 and Phase 1 design under Resolution 14-095 specified demolition of the building and construction of a multi-purpose athletic field at that location. Considering the ongoing City Commission direction to site additional athletic fields within Key West and that the Community Center proposed for Truman Waterfront Park Phase 1B is now planned for inclusion in the Fredrick Douglass Gym Expansion Project, staff proposes a formal revision to the Master Plan. The revised plan incorporates preserving/renovating and adding an addition to Building 1287 (including rest rooms and attached horse stables), a FIFA regulation size soccer field, paved parking, landscaping and green space. The proposed plan provides increased area for race boat staging and vehicle parking during events. The conceptual Building 1287 renovation drawings and Revised Phase 1B Master Plan previously prepared by K2M Design (K2M) and presented to City Commission on January 3, 2018 are attached.

The revised Phase 1B Master Plan including proposed the multi-purpose field and renovation/addition to Building 1287 is on the February 20, 2018 Truman Waterfront Advisory Board agenda for consideration and approval.

To support Phase 1B design, staff requested a Task Order proposal from K2M under their General Architectural Services agreement with the City (Resolution 17-190). K2M subsequently provided a not-to-exceed fee of \$179,480.00 as presented in the attached proposal dated January 18, 2018 for the requested services. K2M will provide the following subtasks:

- Pre-Design Services
- Schematic Design
- Design Development
- Construction Documents
- Permitting

Perez Engineering and Development (Perez) has been added to the K2M project team for this Task Order. Perez is very familiar with the project site have previously performed civil engineering design for Truman Waterfront Park Phase 1A and the Amphitheater.

The Task Order does not include bid or construction period services.

PURPOSE & JUSTIFICATION

Staff compliance with City Commission Resolution 17-245 requires architectural and engineering support renovate Building 1287. Maintaining all or part of Building 1287 requires revising the Truman Waterfront Park Master Plan to facilitate construction of a new multi-purpose field.

This resolution supports Key West Strategic Plan Infrastructure Goal #3, *Parks and recreation areas are assessable to all residents and visitors* and Culture Goals #1, 2 and 3.

FINANCIAL IMPACT:

The cost to complete the Task Order will not exceed 179,480.00. \$131,540.00 of this fee is funded in budget account 101-4303-543-6300 (Project Number IS43031801-Truman Waterfront Park Phase 1B). The remaining \$47,940.00 will be transferred from Infrastructure Surtax Reserves, budget account 101-1900-519-9400.

Staff has reviewed the proposed fee and found the labor hours reasonable for the required work and hourly rates consistent with K2M's General Architectural Services fee schedule. The building component of the fee aligns with the State of Florida Fee Guide Calculator for Architectural and Engineering Services.

RECOMMENDATION:

Staff recommends authorizing a Task Order to K2M Design for Professional Design Services associated with Truman Waterfront Park Phase 1B design in the amount of \$179,480.00, and authorizing City Manager to approve Task Order and any necessary budget transfers/amendments.

Date: January 18, 2018

Client: City of Key West
Engineering Services
1300 White Street
Key West, FL 33040
Attn.: Mr. Jim Bouquet, Director of Engineering

Design Professional: K2M Design®, Inc.
1150 Virginia Street
Key West, FL 33040

PW: Scott C. Maloney

Project: Truman Waterfront Building 1287 Renovation / Building Addition and Field

I. Scope of Services

- A. Design Professional shall provide architectural, civil, irrigation, structural, and MEP engineering services as required to develop the site and building as provided in the December 1, 2017 titled Truman Waterfront 1B Refer to APPENDIX A for an expanded scope of work.

II. Conditions

- A. Refer to the Agreement between City of Key West and K2M Design, Inc. entitled "Architectural Services" for all governing terms and conditions for the project.
- B. Refer to APPENDIX B for list of drawings provided in base fee.
- C. Refer to APPENDIX C for Stipulations, Exclusions, & Additional Services.

III. Compensation

- A. For services described in Section IA, the Client agrees to pay a fixed fee of as noted in the fee schedule below as required to complete the services, unless otherwise agreed to in writing by Client.

FEE SCHEDULE	
PreDesign Services	\$ 6,255.00
Schematic Design	\$ 32,849.00
Design Development	\$ 54,339.00
Construction Documents	\$ 65,722.00
Permitting	\$ 5,810.00
Total	\$ 164,975.00

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

- B. Any items beyond those specifically outlined and described herein, are considered to be Additional Services and are chargeable at the standard hourly rate as shown in Appendix B.
- C. In addition to compensation noted above, Client shall pay Design Professional for any and all reimbursable expenses.

	Schematic Design Submission	Design Develop Submission	Construction Document Submission	Subtotal
K2M Design				
Geotechnical	\$ 4,975.00			\$ 4,975.00
Survey	\$ 4,680.00			\$ 4,680.00
Specs			\$ 800.00	\$ 800.00
Printing	\$ 450.00	\$ 1,500.00	\$ 1,800.00	\$ 3,750.00
FedEx	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00
Totals	\$ 10,205.00	\$ 1,600.00	\$ 2,700.00	\$ 14,505.00

SCHEDULE

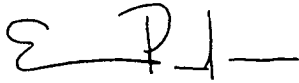
The Design Professional shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Client acknowledges that the completion of Design Professional's services is dependent upon third-parties not under the control of the Design Professional as well as the cooperation of the Client. The Design Professional will make all reasonable efforts to complete its work within the Client's Time of Performance constraints. However, the Design Professional's inability to satisfy the Client's Time of Performance constraints for reasons beyond the control of the Design Professional will not be deemed a breach of this Agreement.

The following schedule is considered:

- Notice to Proceed April
- PreDesign Services 1 week
- Schematic Design / HARC 12 weeks
 - Owner Review 1 week
- Design Development / DRC 12 weeks
 - Owner Review 2 weeks
- Construction Documents 8 weeks
 - Owner Review 2 weeks
- Permitting 6-8 weeks

Design Professional cannot guarantee permit issuance within a given time frame.

Thank you again for this opportunity to continue our partnership with the City. Please issue a purchase order for this work to proceed.



K2M Design®, Inc. 1/18/18
Erica Poole, RA, Project Manager



K2M Design®, Inc. 1/18/18
Scott C. Maloney, President

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

APPENDIX A: SCOPE OF WORK

The following page outlines an expanded Scope of Work (fee includes):

K2M TASKS BY PHASE & ASSIGNMENTS BY DISCIPLINE			Hours Quantity	Blended Rate	Phase Subtotals
1	Pre-Design Services		50.5	\$ 123.86	\$ 6,255.00
Activity	Discipline	Role	Hours	Rate	Subtotal
Site Visit / Due Diligence	Architecture	Architect I	8.0	\$ 115.00	\$ 920.00
Drafting - Existing Conditions	Architecture	Drafter III	12.0	\$ 105.00	\$ 1,260.00
Internal Kick-off	Architecture	Architect I	2.5	\$ 115.00	\$ 287.50
	Architecture	Senior Architect	2.5	\$ 165.00	\$ 412.50
	Architecture	Drafter II	0.5	\$ 80.00	\$ 40.00
	M/P Engineering	Engineer II	0.5	\$ 125.00	\$ 62.50
	Electrical Engineering	Engineer II	1.0	\$ 125.00	\$ 125.00
Client Kick-off Meeting	Structural Engineering	Engineer II	0.5	\$ 125.00	\$ 62.50
	Architecture	Director	2.0	\$ 180.00	\$ 360.00
	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
Consultant Kick-off Meeting	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
	Architecture	Senior Architect	1.0	\$ 165.00	\$ 165.00
Code Analysis	Architecture	Architect I	6.0	\$ 115.00	\$ 690.00
Coordinate Geotechnical Work	Architecture	Senior Architect	4.0	\$ 165.00	\$ 660.00
Schedule Development	Architecture	Architect I	3.0	\$ 115.00	\$ 345.00
	Asset Management	Senior Asset Manager III	3.0	\$ 135.00	\$ 405.00
2	Schematic Design		241.9	\$ 103.41	\$ 25,014.50
Activity	Discipline	Role	Hours	Rate	Subtotal
Finalize Building Design	Architecture	Architect I	36.0	\$ 115.00	\$ 4,140.00
Schematic Drawings	Architecture	Drafter II	89.4	\$ 80.00	\$ 7,152.00
	M/P Engineering	Engineer in Training	17.5	\$ 105.00	\$ 1,837.50
	Electrical Engineering	Engineer I	21.5	\$ 115.00	\$ 2,472.50
	Structural Engineering	Engineer I	27.5	\$ 115.00	\$ 3,162.50
Building Component Selections	Architecture	Senior Architect	12.0	\$ 165.00	\$ 1,980.00
	Architecture	Architect I	4.0	\$ 115.00	\$ 460.00
Lighting Selections	Electrical Engineering	Engineer I	2.0	\$ 115.00	\$ 230.00
Finish Selections (interior and exterior) - 1 scheme	Architecture	Architect I	4.0	\$ 115.00	\$ 460.00
	Interior Design	Designer I	4.0	\$ 90.00	\$ 360.00
Preliminary Cost Estimate	Architecture	Architect III	12.0	\$ 140.00	\$ 1,680.00
QA/QC	Architecture	Architect I	6.0	\$ 115.00	\$ 690.00
Client Submittal	Architecture	Drafter II	2.0	\$ 80.00	\$ 160.00
	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
Presentation / Review Meeting	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

3	Design Development		271.9	\$ 108.33	\$ 29,454.50
Activity	Discipline	Role	Hours	Rate	Subtotal
Design Development Drawings	Architecture	Drafter II	89.4	\$ 80.00	\$ 7,152.00
	M/P Engineering	Engineer in Training	17.5	\$ 105.00	\$ 1,837.50
	Electrical Engineering	Engineer I	21.5	\$ 115.00	\$ 2,472.50
	Structural Engineering	Engineer I	27.5	\$ 115.00	\$ 3,162.50
Building Component Selections and Design Refinement	Architecture	Senior Architect	6.0	\$ 165.00	\$ 990.00
Calculations, Design, & Modeling	Structural Engineering	Engineer II	16.0	\$ 125.00	\$ 2,000.00
ComCheck	M/P Engineering	Engineer II	4.0	\$ 125.00	\$ 500.00
System Selection	M/P Engineering	Engineer II	2.0	\$ 125.00	\$ 250.00
Calculations/Layout/Design	Electrical Engineering	Engineer II	16.0	\$ 125.00	\$ 2,000.00
Landscape Design	Architecture	Architect I	4.0	\$ 115.00	\$ 460.00
Tree Commission Processing	Architecture	Architect I	4.0	\$ 115.00	\$ 460.00
Swale Bridging Design Concepting	Architecture	Architect I	8.0	\$ 115.00	\$ 920.00
	Structural Engineering	Engineer II	8.0	\$ 125.00	\$ 1,000.00
DD Cost Estimate	Architecture	Architect III	8.0	\$ 140.00	\$ 1,120.00
QA/QC	Architecture	Architect I	8.0	\$ 115.00	\$ 920.00
	Structural Engineering	Engineer II	4.0	\$ 125.00	\$ 500.00
Spec Pull	Architecture	Senior Architect	8.0	\$ 165.00	\$ 1,320.00
	M/P Engineering	Engineer II	2.0	\$ 125.00	\$ 250.00
	Electrical Engineering	Engineer II	2.0	\$ 125.00	\$ 250.00
	Structural Engineering	Engineer II	2.0	\$ 125.00	\$ 250.00
Schedule Development	Architecture	Architect I	3.0	\$ 115.00	\$ 345.00
	Asset Management	Senior Asset Manager III	5.0	\$ 135.00	\$ 675.00
Client Submittal	Architecture	Drafter II	2.0	\$ 80.00	\$ 160.00
	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
Presentation / Review Meeting	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
4	Construction Documents		359.2	\$ 106.42	\$ 38,226.00
Activity	Discipline	Role	Hours	Rate	Subtotal
100% Drawings	Architecture	Drafter II	119.2	\$ 80.00	\$ 9,536.00
	M/P Engineering	Engineer in Training	35.0	\$ 105.00	\$ 3,675.00
	Electrical Engineering	Engineer I	43.0	\$ 115.00	\$ 4,945.00
	Structural Engineering	Engineer I	55.0	\$ 115.00	\$ 6,325.00
Construction Document Refinement	Architecture	Senior Architect	8.0	\$ 165.00	\$ 1,320.00
Project Manual	Architecture	Senior Architect	20.0	\$ 165.00	\$ 3,300.00
	M/P Engineering	Engineer II	8.0	\$ 125.00	\$ 1,000.00
	Electrical Engineering	Engineer II	6.0	\$ 125.00	\$ 750.00
	Structural Engineering	Engineer II	8.0	\$ 125.00	\$ 1,000.00
QA/QC	Architecture	Architect I	10.0	\$ 115.00	\$ 1,150.00
	Structural Engineering	Engineer II	2.0	\$ 125.00	\$ 250.00
CD Cost Estimate	Architecture	Architect III	12.0	\$ 140.00	\$ 1,680.00
Schedule Update	Asset Management	Senior Asset Manager III	2.0	\$ 135.00	\$ 270.00
Client Submittal	Architecture	Drafter II	2.0	\$ 80.00	\$ 160.00
	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
Presentation / Review Meeting	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
Construction Document Revisions based on City Comments	Architecture	Drafter II	14.0	\$ 80.00	\$ 1,120.00
	M/P Engineering	Engineer II	2.0	\$ 125.00	\$ 250.00
	Structural Engineering	Engineer I	4.0	\$ 115.00	\$ 460.00
	Electrical Engineering	Engineer I	5.0	\$ 115.00	\$ 575.00

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

5	Permitting		54.0	\$ 107.59	\$ 5,810.00
Activity	Discipline	Role	Hours	Rate	Subtotal
Due Diligence	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
Permit Application	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
Execution	Architecture	Senior Architect	2.0	\$ 165.00	\$ 330.00
	Architecture	Drafter II	8.0	\$ 80.00	\$ 640.00
	Electrical Engineering	Engineer II	4.0	\$ 125.00	\$ 500.00
	Structural Engineering	Engineer II	4.0	\$ 125.00	\$ 500.00
HARC Package Preparation & Staff Meeting	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
HARC Staff Reviews / Submissions	Architecture	Drafter II	6.0	\$ 80.00	\$ 480.00
	Architecture	Director	1.0	\$ 180.00	\$ 180.00
	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
Reviews with City Engineering	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
HARC Meeting	Architecture	Director	1.0	\$ 180.00	\$ 180.00
HARC Design Revisions	Architecture	Architect I	2.0	\$ 115.00	\$ 230.00
	Architecture	Drafter II	6.0	\$ 80.00	\$ 480.00
DRC Submission	Architecture	Architect I	4.0	\$ 115.00	\$ 460.00
	Architecture	Drafter II	4.0	\$ 80.00	\$ 320.00
DRC Review	Architecture	Director	2.0	\$ 180.00	\$ 360.00
6	Project Management		179.0	\$ 145.89	\$ 26,115.00
Activity	Discipline	Role	Hours	Rate	Subtotal
Internal Project Management	Architecture	Senior Architect	30.0	\$ 165.00	\$ 4,950.00
	Architecture	Director	16.0	\$ 180.00	\$ 2,880.00
	Architecture	Architect I	6.0	\$ 115.00	\$ 690.00
Engineering Coordination	Architecture	Senior Architect	8.0	\$ 165.00	\$ 1,320.00
	Electrical Engineering	Engineer II	3.0	\$ 125.00	\$ 375.00
	M/P Engineering	Engineer II	2.0	\$ 125.00	\$ 250.00
	Structural Engineering	Engineer II	4.0	\$ 125.00	\$ 500.00
Design Coordination	Architecture	Architect I	4.0	\$ 115.00	\$ 460.00
	Architecture	Senior Architect	16.0	\$ 165.00	\$ 2,640.00
	Architecture	Senior Architect	12.0	\$ 165.00	\$ 1,980.00
Consultant Coordination	Architecture	Architect I	28.0	\$ 115.00	\$ 3,220.00
	Architecture	Director	8.0	\$ 180.00	\$ 1,440.00
Meeting Participation (PM)	Architecture	Senior Architect	12.0	\$ 165.00	\$ 1,980.00
Meeting Participation (Non-PM)	Architecture	Architect I	16.0	\$ 115.00	\$ 1,840.00
Scheduling	Architecture	Senior Architect	6.0	\$ 165.00	\$ 990.00
Accounting	Admin	Administration	8.0	\$ 75.00	\$ 600.00

Additionally, Perez Engineering, will provide the following services:

- A. Civil Site Plan
- B. Paving/Grading/Drainage Plan
- C. Associated Details
- D. Modification to the Truman Waterfront Park South Florida Water Management Permit

Additionally, Blue Island Lighting & Irrigation, will provide the following services:

- A. Water Supply
- B. System Design
- C. Material Breakdown & Quantities
- D. Water Use Calculations
- E. Bidding Specifications

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

APPENDIX B: DRAWING LIST

The following drawings are anticipated as part of the overall project effort:

DRAWING LIST BY discipline		# OF DRAWINGS
ARCHITECTURE		22
Sheet	Title	# of Sheets
A0.1.1	Cover Sheet	2
A0.1.2	Drawing Index, Code Summary, Notes, Symbols	2
A0.1.3	ADA	1
AD2.1.1	Demolition Plan	1
AD2.1.1	Demolition Photos and Notes	1
A1.1.1	Architectural Site Plan	1
A1.2.1	Site Details	1
A2.1.1	Floor Plan	1
A2.2.1	Reflected Ceiling Plan	1
A2.3.1	Roof Plan	1
A3.1.1	Exterior Elevations	1
A3.3.1	Wall Sections	2
A4.1.1	Enlarged Plans & Elevations	2
A6.1.1	Schedules - Door, Window, Hardware, Finish	1
A8.1.1	Exterior Details	2
A9.1.1	Interior Details	2
STRUCTURAL		7
Sheet	Title	# of Sheets
S101	General Notes	1
SD101	Wall Opening Demolition and Reconstruction Plan / Elevations	1
S201	Foundation Plan	1
S202	Roof Framing Plan	1
S301	Foundation Sections and Details	1
S302	Framing Sections and Details	1
S401	Swale Bridging Plan and Details	1
MECHANICAL		2
Sheet	Title	# of Sheets
M101	General Notes, Schedule, and Detail	1
M201	Mechanical Plan	1

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

PLUMBING		5
Sheet	Title	# of Sheets
P101	Plumbing Schedules, Notes & Symbols	1
P201	Sanitary Plan	1
P203	Domestic Water Plan	1
P301	Riser Diagrams	1
P501	Details	1
ELECTRICAL		7
Sheet	Title	# of Sheets
E001	Legends & Schedules	1
E101	Electrical Site Plan	1
E201	First Floor Power Plan	1
E202	First Floor Lighting Plan	1
E203	Photometric	1
E302	Panel Schedules / One-Line Diagram	1
E501	Details	1
CIVIL		8
Sheet	Title	# of Sheets
C1	General Notes	1
C2	Demolition Plan	1
C3	Site Plan	1
C4	SWPPP Plan	1
C5	Utilities Plan	1
C6	Details	1
IR1	Irrigation Plan	1
IR2	Irrigation Details, Notes & Calculations	1

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

APPENDIX D: STIPULATIONS, EXCLUSIONS AND ADDITIONAL SERVICES**Stipulations**

- Upon signing of this Design Services Agreement it may be necessary and useful for the following documents to be completed depending upon applications required by local jurisdictions:
 - Signed and notarized Authorization Form
 - Warranty Deed showing current owner's name
 - Previous architectural drawings if in possession
 - Elevation certificate showing flood designation from FEMA maps
 - Appraisal showing land value and structure value completed within 12 months
- Civil engineering will incorporate the perimeter around the building, dog park, horse run, parking lot, and sidewalk design adjacent to the building. The field work area incorporates the multipurpose field, sidewalk design around the field, expanded parking at the swale, fencing locations, and storm water/drainage for the site. Any area outside of this will be provided under separate cover.
- Irrigation system will be designed to accommodate heavy duty load from race boats and tow vehicles (e.g., recessed, heavy duty heads, etc.)
- Any revisions to scope of services, design criteria or changes requested which result in any redesign after 50% complete will be considered additional services. Written authorization will be required from the Client prior to proceeding with additional services.
- Detailed and / or defined Fire Alarm and Fire Suppression deferred submission documents are to be provided by the Client's contractor based on Design Professional's general design criteria, code, and other requirements from the AHJ. A registered design professional hired by the Client's contractor shall design, sign, and seal the documents for permitting and AHJ approval. Design Professional will not sign, seal, stamp, certify, or otherwise approve these drawings, but Design Professional may review for general compliance with the contract documents' intent.
- The mechanical system includes a mini-split for the office, ventilation fan for the large utility area, and exhaust fans in the bathrooms tied to occupancy sensors.
- The design will provide water, sewer and electrical to the building.
- The adjacent electric utility serving the property is understood to be adequate for this project
- The plumbing system includes an upgrade to the water and sanitary lines serving the building.
- Base fee includes the following hours for permitting. Additional time to be billed at an hourly rate based on Client approval.
 - HARC – 22 hours
 - DRC – 10 hours
 - Building Permit – 22 hours
- Design document submissions will be provided to the Client in electronic format.
- Client shall provide written approval of the Design Professional's Schematic Design, Design Development, and Construction Document submissions to the Design Professional within a reasonable time from receipt of each submission. Client shall inform the Design Professional of sequence and timing of the solicitation of construction bids for the Project.
- In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Design Professional's opinion of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Design Professional makes no warranty, express or implied, that

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

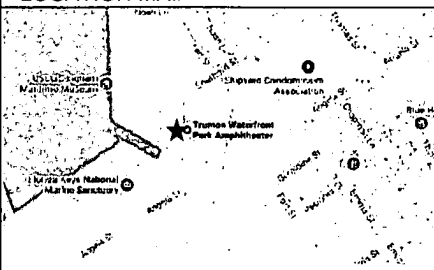
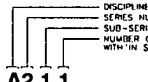
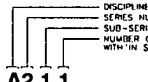
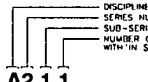
the bids or the negotiated cost of the Work will not vary from the Design Professional's opinion of probable construction cost.

Exclusions

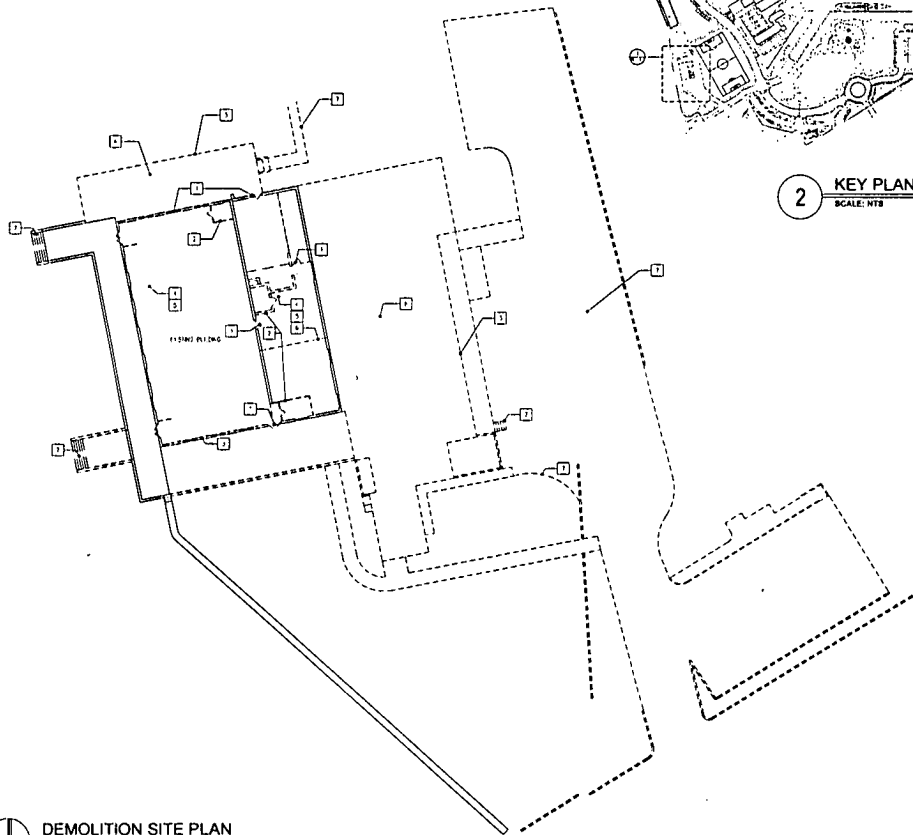
- Bidding and Construction Administration Services
- Design or review related to contractor's construction related equipment; e.g., cranes, hoists, etc.
- The design or field observation of any temporary shoring or bracing required for support of the existing structure and/or for bracing or support of new construction during erection including shoring and bracing for excavations, or underpinning of adjacent structures is not included and is the responsibility of the contractor.

Additional Services

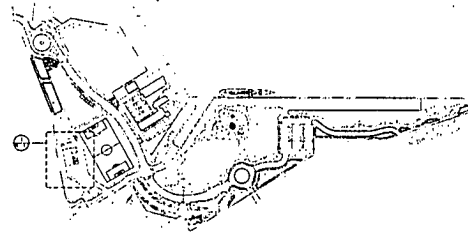
- Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which, therefore, cannot be included in the basic services agreement. Such additional services, when requested in writing by Client, shall be performed at an hourly rate or fixed fee per the Agreement.
- Design of security, energy management and point of sale systems for the Tenant are an additional price.
- Preparing documents for alternate, separate, phased or sequential bids or providing service in connection with bidding, negotiation or construction prior to the completion of the Construction Documents phase is an additional price.
- If renderings are required they shall be billed at the Design Professional's standard rate for renderings: \$2400 per rendering.
- LEED Services not included but available as an additional service if a LEED level is defined by Client. Design will meet standing of the Florida Green Building Coalition where practical.

SYMBOLS		LOCATION MAP	<h1 style="margin: 0;">TRUMAN WATERFRONT 1B</h1> <h2 style="margin: 0;">CITY OF KEY WEST</h2> <h3 style="margin: 0;">WATERFRONT PARK</h3> <h4 style="margin: 0;">SITE MASTER PLAN</h4> <h4 style="margin: 0;">CLIENT SUBMITTAL SET</h4>		<div style="text-align: right;"> K2M <small>Architectural Engineering Interior Design Landscape Architecture Specialty Consulting</small> <small>Key West, FL Key West, FL Key West, FL</small> <small>TEL: 305.291.1234 FAX: 305.291.1235 WWW.K2MARCHITECTS.COM</small> </div>																				
<div style="display: flex; justify-content: space-between;"> <div> <p>WINDOW NUMBER</p> <p>WALL TYPES</p> <p>DOOR NUMBER</p> <p>REVEAL NUMBER</p> <p>ROOM/SPACE NUMBER</p> </div> <div> <p>± PLUS OR MINUS LAST RECALCULATED UNIT</p> <p>○ CENTER LINE</p> <p>⊙ DIAMETER OR RADIUS</p> <p>∠ ANGLE</p> <p>— CHANNEL</p> </div> </div> <div style="margin-top: 10px;"> <p>AA — COLUMN LINE</p> <p>AA-100 — EXTERIOR ELEVATION NO. (DWG REF. NO.)</p> <p>100 — WALL SECTION NO. (DWG REF. NO.)</p> <p>100 — FLOOR NO. (DWG REF. NO.)</p> <p>100 — INTERIOR ELEVATION NO. (DWG REF. NO.)</p> </div>	 <p>PROJECT LOCATION ★</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; padding: 5px;">DRAWING INDEX</th> </tr> </thead> <tbody> <tr> <td style="width: 50px; text-align: center;">GENERAL</td> <td style="width: 50px; text-align: center;">COVER SHEET</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">ARCHITECTURAL</td> </tr> <tr> <td style="text-align: center;">A2.1.1</td> <td style="text-align: center;">EXISTING ARCHITECTURAL SITE PLAN</td> </tr> <tr> <td style="text-align: center;">A2.1.1</td> <td style="text-align: center;">DEMOLITION SITE PLAN</td> </tr> <tr> <td style="text-align: center;">A2.1.1</td> <td style="text-align: center;">PROPOSED SITE PLAN</td> </tr> <tr> <td style="text-align: center;">A2.1.1</td> <td style="text-align: center;">PROPOSED / EXISTING SITE PLAN</td> </tr> <tr> <td style="text-align: center;">A2.1.1</td> <td style="text-align: center;">GROUND FLOOR PLAN</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: left; padding: 5px;">SHEET NUMBERING SYSTEM</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 10px;">  </td> <td style="padding: 5px;"> <p>DISCIPLINE:</p> <p>SERIES NUMBER:</p> <p>SUB-SERIES NUMBER:</p> <p>NUMBER OF DRAWING WITHIN SUB-SERIES</p> </td> </tr> </tbody> </table>		DRAWING INDEX		GENERAL	COVER SHEET	ARCHITECTURAL		A2.1.1	EXISTING ARCHITECTURAL SITE PLAN	A2.1.1	DEMOLITION SITE PLAN	A2.1.1	PROPOSED SITE PLAN	A2.1.1	PROPOSED / EXISTING SITE PLAN	A2.1.1	GROUND FLOOR PLAN	SHEET NUMBERING SYSTEM			<p>DISCIPLINE:</p> <p>SERIES NUMBER:</p> <p>SUB-SERIES NUMBER:</p> <p>NUMBER OF DRAWING WITHIN SUB-SERIES</p>	<div style="text-align: right;"> <p>TRUMAN WATERFRONT 1B</p> <p>CITY OF KEY WEST</p> <p>WATERFRONT PARK</p> <p>CITY OF KEY WEST</p> <p>1300 WHITE STREET, KEY WEST, FL 33040</p> </div> <div style="text-align: right; margin-top: 20px;"> <p>PLOTTED 1/8" = 1' (24" x 36")</p> <p>Drawing Size: 11" x 17"</p> <p>Drawn By: []</p> <p>Checked By: []</p> <p>100</p> <p>COVER SHEET</p> <p>Sheet Number:</p> <p>G0.0.1</p> <p>Date: December 1, 2017</p> <p>Drawn by: K2M Architects, Inc.</p> </div>
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1 DEMOLITION SITE PLAN SCALE: 1" = 20'-0"



2 KEY PLAN SCALE: NTS



GENERAL NOTES

DEMO CODED NOTES

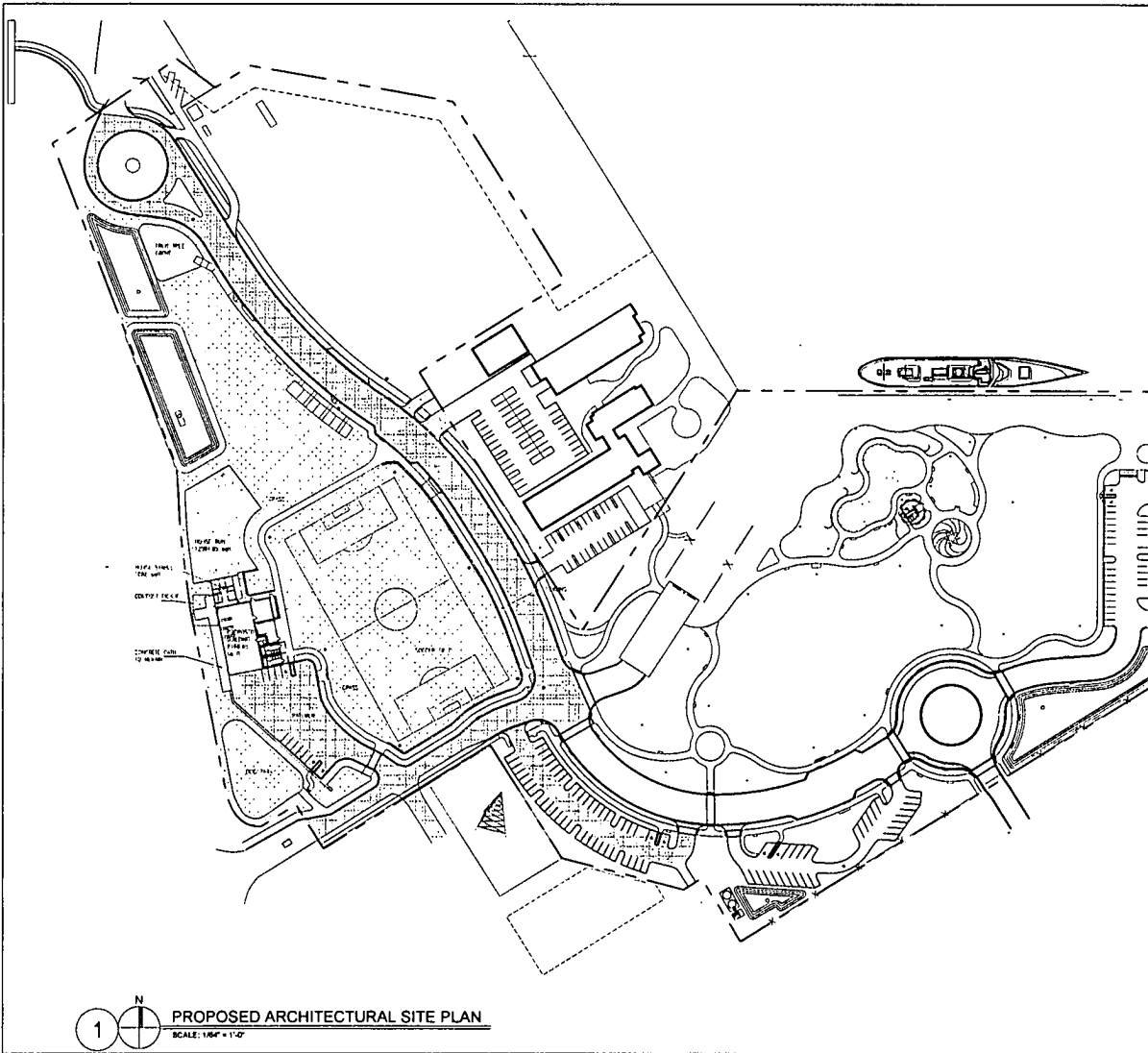
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- 8 EXISTING WALL AND ROOF
- 9 EXISTING WALL AND ROOF
- 10 EXISTING WALL AND ROOF

K2M
K2M LLC
1000 W. 10th Street, Suite 100
Tulsa, Oklahoma 74103
Phone: (918) 438-1234
Fax: (918) 438-1235
Email: info@k2mllc.com
Website: www.k2mllc.com

TRUMAN WATERFRONT 1B
CITY OF KEY WEST
1000 W. 10th Street, Suite 100
Tulsa, Oklahoma 74103

AD1.1.1
Date: December 1, 2011
Drawn by: [Name]
Checked by: [Name]
Scale: 1" = 20'-0"

0 20 40 60
Feet
GRAPHIC SCALE: 1" = 20'-0"



1  **PROPOSED ARCHITECTURAL SITE PLAN**
SCALE: 1/8" = 1'-0"

GENERAL NOTES

1.

CODED NOTES

1.

K2M
ARCHITECT
Architecture | Engineering
Interior Design
Urban Management
Sustainable Consulting
Key Largo, FL
Key West, FL
Naples, FL
LAKESIDE, FL
1001 S. COLLINGSWOOD
PO BOX 1001
Building Number
Based on Time and Location

Revisions

No.	Date	Description

Submittals

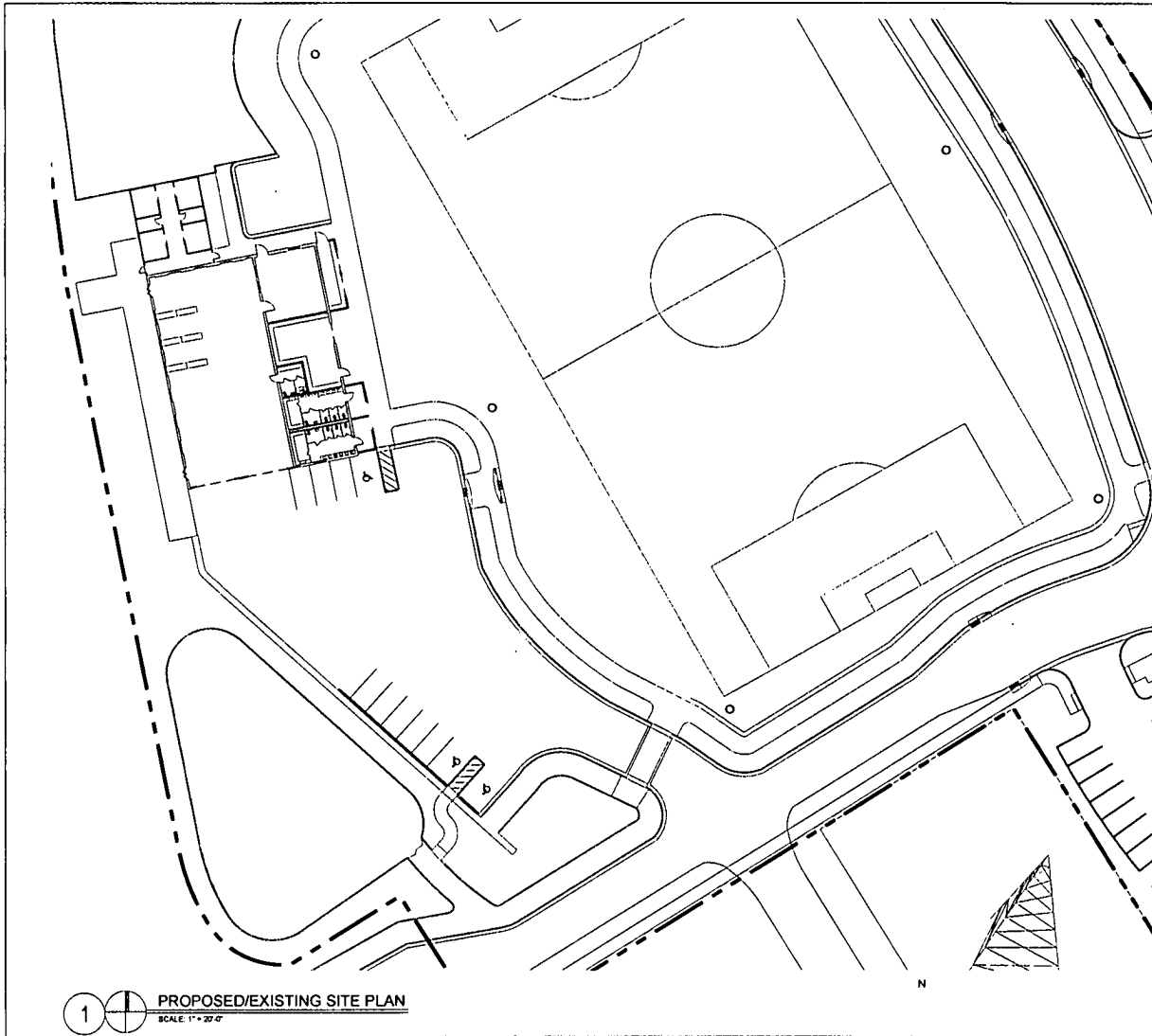
No.	Date	Description

TRUMAN WATERFRONT 1B
CITY OF KEY WEST
WATERFRONT PARK
CITY OF KEY WEST
1300 WHITE STREET, Key West, FL 33040

PROJECT: TRUMAN 1B
Drawing Size: Project 1
Drawing No: 1701
Sheet No: 1

**PROPOSED
ARCHITECTURAL
SITE PLAN**

Sheet Number
A1.1.1
Date: December 1, 2017
K2M is a 501(c)(3) Non-Profit



1

PROPOSED/EXISTING SITE PLAN

SCALE: 1" = 20'-0"

N

GENERAL NOTES

CODED NOTES

Q

K2M

Architecture Engineering
Interior Design
Asset Management
Specialty Consulting

Key Largo, FL
Key West, FL
Interpoin, FL

URL: www.k2mdesign.com
FWP, REG A4300Y088

Building Renaissance
Dived on Tied and Beasts

Member of International Brotherhood of Architects and Engineers
Member of Associated Builders and Contractors
Member of Associated General Contractors of America

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TRUMAN WATERFRONT 1B
CITY OF KEY WEST
WATERFRONT PARK

CITY OF KEY WEST
1300 White Street, Key West, FL 33040

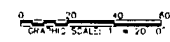
PROJECT 17907	
Drawing Size 24x36	Project # 17907
Drawn By ay	Checked By ak

**PROPOSED/
EXISTING
SITE PLAN**

Sheet Number

A1.1.2

Date: December 9, 2017





Sheet Number
A2.1.0
Date: December 1, 2017



Truman Waterfront Park

THE CITY OF KEY WEST
DATE: 4-10-2014

RESOLUTION NO. 17-245

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, DIRECTING CITY STAFF TO PREPARE A REPORT AS TO THE FEASIBILITY OF RENOVATING THE PAL BUILDING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at a recent Truman Waterfront Advisory Board meeting, it was disclosed that certain plans were underway which could ultimately lead to the decision to demolish the 23,0000 square foot PAL building; and

WHEREAS, rather than planning for the demolition of this large building, it would be a far better course to explore the possibility of its renovation for uses for the betterment of the citizens of Key West; and

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

Section 1: That City Staff is directed to report to the City Commission within 90 days its opinion on the feasibility of renovating the PAL building, and the estimated cost of same as well as the possible uses for said building if renovated as well as any suggestions for any immediate repairs that may be needed to preserve said building..

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

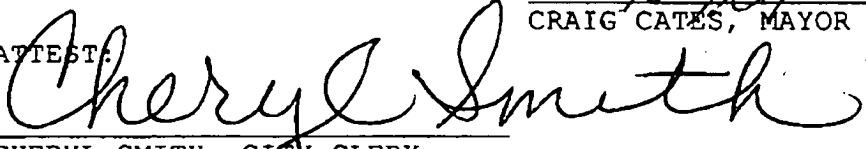
Passed and adopted by the City Commission at a meeting held this 3rd day of October, 2017.


Authenticated by the Presiding Officer and Clerk of the Commission on 4th day of October, 2017.

Filed with the Clerk on October 4, 2017.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>No</u>
Commissioner Sam Kaufman	<u>No</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>No</u>

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR

RESOLUTION NO. 17-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING FOR GENERAL ARCHITECTURAL SERVICES IN RESPONSE TO RFQ NO. 17-001; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO CONTRACTS ON A TASK ORDER BASIS WITH SELECTED ARCHITECTURAL 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 architectural services for the City of Key West; and

WHEREAS, a ranking committee composed of city staff reviewed the eleven (11) responses to the RFQ for a General Architectural Services Consultant, and determined that eight (8) firms are particularly qualified, and the City wishes to 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 eight (8) responses in response to RFQ No. 17-001, for general architectural services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Bender and Associates Architects, PA
- (2) William P. Horn Architect, P.A.
- (3) Saltz Michelson Architects, Inc.
- (4) AMEC Foster Wheeler
- (5) PFB Architects
- (6) Rodriguez & Quiroga
- (7) K2M Design
- (8) Hayes Cummings

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts on a task-order basis with each of the eight 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 August, 2017.

Authenticated by the Presiding Officer and Clerk of the
Commission on 2nd day of August, 2017.

Filed with the Clerk on August 2, 2017.

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

RESOLUTION NO. 14-095

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) APPROVING TASK ORDER No. 2, FOR TRUMAN WATERFRONT DESIGN SERVICES, UNDER THE "AGREEMENT BETWEEN CITY OF KEY WEST NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY AND BERMELLO AJAMIL AND PARTNERS, INC. FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL/ ENGINEERING/ ARCHITECTURAL/LAND SURVEYOR SERVICES FOR TRUMAN WATERFRONT UPLAND DESIGN AND CONSTRUCTION ADMINISTRATION" IN AN AMOUNT NOT TO EXCEED \$1,034,365.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 11-327, the LRA awarded a contract to Bermello Ajamil and Partners, Inc. for services related to the Truman Waterfront Upland Design and Construction Administration, and in Resolution 12-065 awarded Task Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That Task Order No. 2 for Design Services under the "Agreement Between City of Key West Naval Properties Local Redevelopment Authority and Bermello Ajamil and Partners, Inc. Professional Landscape Architectural/ Engineering/Architectural/Land Surveyor Services for Truman Waterfront Upland Design and Construction Administration" is

hereby approved in an amount not to exceed \$1,034,365.00.

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

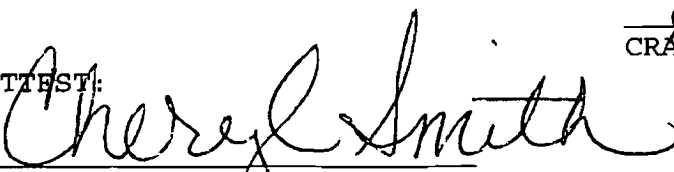
Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 1st day of April, 2014.

Authenticated by the presiding officer and Clerk of the Authority on April 2, 2014.

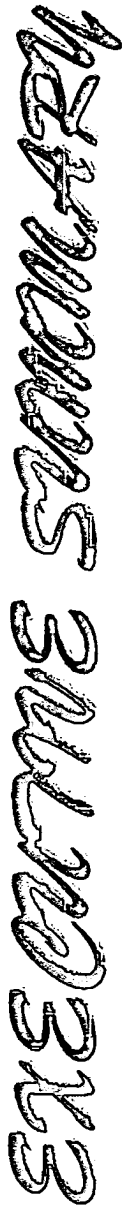
Filed with the Clerk April 2, 2014.

Chairman Craig Cates	<u>Yes</u>
Commissioner Terri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Mark Rossi	<u>No</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, CHAIRMAN



3140 Flagler Ave. Key West, FL 33040 (305) 809-3792

STATEMENT:

PURPOSE & JUSTIFICATION

The first step in the process was finalizing the Master Plan and approval of a Major Development Agreement. BA is currently completing that task under Task Order 1, approved by Resolution #12-065 (\$413,900). The activities proposed in Task Order 2 (attached) will authorize BA and its subconsultants to complete the design and construction bid documents to facilitate construction of approximately 80% of the park. Phase 1 includes the following components:

- **Multi-Purpose Building**
- **Main roadway and utility infrastructure construction**
- **East Quay Promenade and parking lot construction**
- **Passive/Active Parkland –North side of property construction**
- **Building 1287 (PAL) demolition and Multi-Use Field construction**
- **Horse stables construction**

At a minimum, the base bid is expected to include site infrastructure, the Multi-Purpose Building (and associated access, parking, utilities, etc), and that portion of the passive grassed recreational areas west of Building 103. Based on construction cost estimates, other Phase I components may be bid as add alternates and subsequently included in the contract based on bid results and available funds.

The Phase I construction cost is currently estimated at \$18,000,000 to \$23,000,000, not including the design fees presented above and future fees associated with Construction Administration. This construction cost range includes an estimated \$3,000,000 for construction of a new 10,000 square foot Multi-Purpose Building to replace the existing PAL building and provide a location for PAL and Boys & Girls Club activities and community events. The Multi-Purpose Building will be constructed on the footprint of the proposed Community Center gym, allowing for future expansion into a complete Community Center.

Not included in Task Order 2 are fees associated with Phase I construction administration (CA) and the design of the amphitheater, remaining portions of the community center, Building 103, and parking/landscaping associated with these areas.

In order to move forward with construction of the Truman Waterfront, the design and construction bid documents must be completed. The current BA schedule indicates approximately 10 months from Notice to Proceed to completion of 100% construction drawings. Based on recent discussions with BA and review of previous BA estimates, the following schedule assumes the cost to construct Phase 1 at approximately \$18,000,000 to \$23,000,000. These costs do not include design and construction administration.

<u>Activity</u>	<u>Target Date</u>
BA Notice to Proceed (NTP):	March 2014
50% Submittal:	August 31, 2014
90% Submittal and Permitting:	November 30, 2014
100% Submittal:	December 31, 2014
Phase I Construction Bids Due:	February 28, 2015
Construction Contractor NTP:	March 31, 2015
Phase I Substantial Completion:	March 31, 2017

PAL building demolition, processing of concrete demolition debris into suitable fill and placing/rough grading of the athletic field will be performed following construction of the new Multi-Purpose Building.

Included in Phase I is the development of an accessway for the U.S Navy (Navy) from the area of Eaton Street easement southward to the Southard Street park entrance. This accessway will be implemented once the Navy informs the City that it has secured unfettered access along the entirety of Eaton Street passing through the lands of the Truman Annex development. In recognition of the commitment on the part of the City to recognize and provide the operational access requirement for the Navy in this location, the Navy will undertake and accomplish the following with regard to the Truman Waterfront Park Plan and existing planned improvements in areas of the City adjacent to Navy property.

- The Navy will lessen the security standoff zone width from 50 feet to 30 feet for all portions of the boundary between City and Navy properties.
- The Truman Waterfront Park will be approved in an expedited manner in the formal 90 day review process following LRA approval.
- All existing conflicts within the 30 feet security standoff zone will be removed by the City.
- The existing easement from Eaton Street to the east quay wall will be terminated and replaced with an easement for access between Eaton Street and Southard Street on the park property.

OPTIONS:

There are two options:

1. Approval of the Task Order in its entirety.
2. Disapprove the Task Order and direct the staff to revise the Phase I park construction scope of work and subsequently obtain a revised Task Order from BA for Phase I design.

By approving the full Task Order the City will be in the position, once Task Order is completed, to move directly into bidding for construction.

FINANCIAL IMPACT:

The cost to complete the Task Order is \$1,034,365. Currently approximately \$12,000,000 is currently budgeted for this project. The budget account is 101-4303-543-6300, Project # GR0703. Completed Phase I funding is based on this \$12,000,000 and annual allocations of \$3,000,000 from the Infrastructure Sales Tax (commencing with the FY 2015 budget).

The total of BA fees for Tasks 1 and 2 represent 6.3% of the estimated Phase I construction cost (\$23,000,000). Staff has performed a comprehensive review of the proposal and has determined that the labor rates are consistent with the existing contract. The Task 2 fee and the mix of labor hours for the labor categories, per phase, are acceptable based on staff's professional opinion. Staff also reviewed the types of subcontract disciplines proposed, and in staff's professional opinion, subcontract fees are fair and reasonable. The total fee is consistent with the fee for projects of similar complexity (6.10% to 6.49%) as established by the State of Florida, Department of Management Services Fee Guide Calculator for Architectural and Engineering Services. Note that the Fee Guide Calculator does not include fees associated with civil engineering and utility related services (those fees are included in the BA fee). Design fees associated with other municipal parks evaluated averaged 5.6%; however, these parks did not include buildings such as a multi-purpose center and horse stables.

RECOMMENDATION:

City staff recommends option # 1, LRA approval of the Task Order in its entirety to design Phase I of the Truman Waterfront Park including the Multi-Purpose Building.

AGREEMENT

between

CITY OF KEY WEST

and

K2M DESIGN, INC.

ARCHITECTURAL SERVICES

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and K2M DESIGN, 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 17-001, CONSULTANT's Response to RFQ 17-001 dated March 12, 2017, 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 architect 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 17-001 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated April 12, 2017, 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. Design of buildings, including residential, commercial, or government
- 3.1.2. Design of community centers
- 3.1.3. Preparation of plans for modification or rehabilitation of existing buildings
- 3.1.4. Historic preservation and restoration
- 3.1.5. Design of park structures including restroom facilities, gazebos, shelters, etc.
- 3.1.6. Design of historic or cultural displays
- 3.1.7. Design of buildings in accordance with section 255.2575(2) Florida Statue (Green Buildings/construction)
- 3.1.8. Design of public plazas and event venues
- 3.1.9. Evaluate environmental impacts of proposed projects and prepare the appropriate local, state, and federal permit applications.

- 3.1.10. Conduct public awareness and input strategies
 - 3.1.11. Preparation of reports, schedules, cost estimates, green construction, certifications, maintenance schedules and manuals and other information needed or requested by the CITY in considering development and maintenance strategies of the design.
 - 3.1.12. Contract/construction oversight and closeout
- 3.2. CONSULTANT's services shall include Architectural design services, including building and structure design, general site design, consulting for facilities planning, surveying, permitting, preliminary and ongoing cost estimating, auto CAD services, on-site construction services, and any other lawful professional Architectural 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 Paragraph 5.2.1.1 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: 3121 BRIDGE AVENUE
CLEVELAND, OHIO
44113

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 can not 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. NOT APPLICABLE
- 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	\$2,000,000	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 workers compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

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

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 workers 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: SCOTT C. MAWNEY
Address: 3121 BRIDGE AVENUE
CLEVELAND, OH 44113

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.

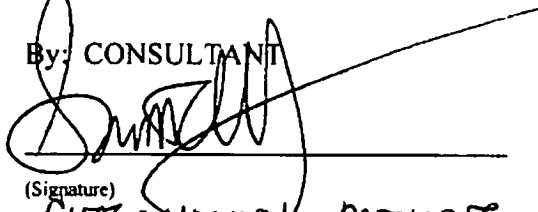
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

By: CITY OF KEY WEST

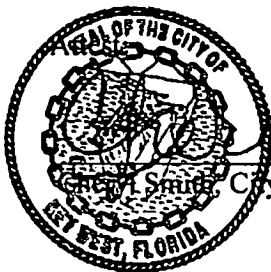

James Scholl, City Manager


5TH day of SEPTEMBER, 2017

By: CONSULTANT


(Signature)
SCOTT C. MARLAND, PRESIDENT
(Print Name and Title)

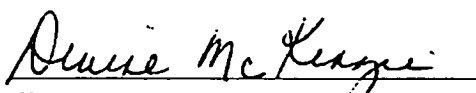
17th day of AUGUST, 2017




Cheryl Smith, City Clerk

6 day of Sept, 2017

Attest:


(Signature)
Denise McKenzie Dir. Corp. Services
(Print Name and Title)

17th day of August, 2017

Exhibit A

Hourly Fee Schedule

Company Name: K2M DESIGN, INC.

Date: 8/17/17

Position Title

Hourly Rate

REFER TO ATTACHED SUPPLEMENT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2017

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 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 Keys Insurance Services 805 Peacock Plaza Key West FL 33040	CONTACT NAME: David Kincaid PHONE (A/C, No, Ext): (305) 294-4494 FAX (A/C, No): (305) 743-0582 E-MAIL ADDRESS: dkincaid@keysinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Hamilton Specialty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED K2M Design, Inc. 1150 Virginia St Key West FL 33040	

COVERAGES

CERTIFICATE NUMBER: CL1732014923

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		AAHS1000013223	6/9/2017	6/9/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

Cheyanne Tucker/CHTUC

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2017

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.

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PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114		CONTACT NAME: Serena Turchik PHONE (A/C, No, Ext): 216-777-6134 FAX (A/C, No): E-MAIL: STurchik@oswaldcompanies.com ADDRESS: STurchik@oswaldcompanies.com															
INSURED K2M Design, Inc. 1150 Virginia Street Key West FL 33040		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hartford Casualty Ins. Co.</td><td>29424</td></tr><tr><td>INSURER B: Hartford Accident & Indemnity</td><td>22357</td></tr><tr><td>INSURER C: XL Specialty Insurance Co.</td><td>37885</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Hartford Casualty Ins. Co.	29424	INSURER B: Hartford Accident & Indemnity	22357	INSURER C: XL Specialty Insurance Co.	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1661083775

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td></tr><tr><td>PRODUCTS - COM/PROP AGG</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COM/PROP AGG	\$		\$
EACH OCCURRENCE	\$																			
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	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				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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C	Professional Liability Claims Made Retro Date: 9/1/2001	N Y	DPR9914922	6/12/2017	6/12/2018	<table border="1"><tr><td>Each Claim</td><td>\$3,000,000</td></tr><tr><td>Aggregate</td><td>\$3,000,000</td></tr><tr><td>Pollution & Envir.</td><td>Liab. Included</td></tr></table>	Each Claim	\$3,000,000	Aggregate	\$3,000,000	Pollution & Envir.	Liab. Included								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

City of Key West, their officers, directors, agents, and employees are additional insured on the automobile liability and umbrella liability. Waiver of subrogation applies in favor of City of Key West, their officers, directors, agents, and employees.

CERTIFICATE HOLDER**CANCELLATION 30 Day NOC/10 Day NOC Non-payment**

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



EXHIBIT A: HOURLY RATES

The following is a listing of hourly rates assigned by staffing type for K2M Design, Inc. and only applies for services authorized. Hourly rates quoted are for the current calendar year and are subject to change thereafter.

ARCHITECTURE

Principal	\$225.00 / hour
Director	\$180.00 / hour
Senior Project Manager	\$165.00 / hour
Project Manager	\$140.00 / hour
Senior Architect	\$165.00 / hour
Architect III	\$140.00 / hour
Architect II	\$125.00 / hour
Architect I	\$115.00 / hour
Designer III	\$125.00 / hour
Designer II	\$110.00 / hour
Designer I	\$ 95.00 / hour
Architectural Intern	\$ 85.00 / hour
Intern	\$ 50.00 / hour

ENGINEERING

Principal	\$225.00 / hour
Director	\$180.00 / hour
Senior Engineer III	\$170.00 / hour
Engineer II	\$125.00 / hour
Engineer I	\$115.00 / hour
Engineering Designer III	\$115.00 / hour
Engineering Designer II	\$100.00 / hour
Engineering in Training	\$105.00 / hour
Engineering Intern	\$ 90.00 / hour

INTERIOR DESIGN

Director	\$180.00 / hour
Senior Project Manager	\$165.00 / hour
Project Manager	\$140.00 / hour
Interior Designer III	\$125.00 / hour
Interior Designer II	\$105.00 / hour
Interior Designer I	\$ 85.00 / hour
ID Intern	\$ 65.00 / hour

ASSET MANAGEMENT

Director	\$155.00 / hour
Senior Asset Manager III	\$135.00 / hour
Asset Manager II	\$115.00 / hour
Asset Manager I	\$ 90.00 / hour
Senior Planner III	\$135.00 / hour
Planner II	\$115.00 / hour
Planner I	\$ 90.00 / hour

GENERAL

Drafter III	\$105.00 / hour
Drafter II	\$ 80.00 / hour
Drafter I	\$ 65.00 / hour
Administration	\$ 75.00 / hour
Clerical	\$ 60.00 / hour

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.