

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2011 Division: Growth Management

Bulk Item: Yes No Department: Planning and Environmental Resources

Staff Contact Person/Phone #: Trish Smith, ph. 304-0412

AGENDA ITEM WORDING: Approval of Amendment No. 1 of the Wayfinding Contract with URS Southern Corporation (URS) to allow for the design of Wayfinding signs within the Village of Islamorada (Village) to be paid for by the Village.

ITEM BACKGROUND: In 2010, the County was awarded a Florida Department of Transportation (FDOT) grant (Contract APW 52) to develop and install a Wayfinding signage program along US 1 throughout Monroe County. URS was selected according to the Consultants' Competitive Negotiation Act, F.S. Sec. 287.055, to consolidate existing signage, make recommendations for extraneous signage, to direct travelers to recognized business areas and to public amenities along US Highway 1, and to design and provide specifications for construction of the signage. The county conducted a public involvement campaign in Fall 2011 to identify a preferred shape and color for the Wayfinding signs. The Village asked County staff to present the concepts to the Village Council on October 13, 2011. The Village asked to participate in the Wayfinding Project and agreed to pay Monroe County \$39,860.88 to enable URS to design the Wayfinding signage within the Village boundaries. The Village will deliver a check to the County prior to initiation of the expanded scope. Sign construction and installation costs will be paid for through FDOT Grant Agreement APW 52 within unincorporated Monroe County and within the boundaries of the Village.

PREVIOUS RELEVANT BOCC ACTION:

2/17/2010 - Approval to execute the Local Agency Program (LAP) Agreement with the FDOT to provide funding for the All American Road Signage and to investigate a design alternative for the types of signs that can be provided under the program.

10/20/10 - Approval to advertise an RFQ to develop a Wayfinding Signage Program along the Florida Keys All American Road (Florida Keys Scenic Highway).

2/16/11 - Approval to negotiate a contract with URS to develop a Wayfinding Signage Program along the US 1 Florida Keys Scenic Corridor.

3/16/11 - Approval of a professional services contract with URS to develop a wayfinding program along the US 1 Florida Keys Scenic Corridor.

CONTRACT/AGREEMENT CHANGES: Increase the compensation by \$39,860.88 from \$79,966.26 to \$119,827.14 and add to the scope of services to allow for the design of Wayfinding signs within the Village of Islamorada boundaries.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $\$79,966.88 + 39,860.88 = \$119,827.14$ **INDIRECT COST:** **BUDGETED:** Yes No

COST TO COUNTY: \$0 (Village to pay) **SOURCE OF FUNDS:** c/c 50517 GW1001

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty SM OMB/Purchasing CT Risk Management MS

DOCUMENTATION: Included Not Required

DISPOSITION: **AGENDA ITEM #**

**AMENDMENT NUMBER 1
TO CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
URS CORPORATION SOUTHERN AND MONROE COUNTY**

This Amendment Number 1 (Amendment) to the Contract for Professional Services (Contract) dated June 15, 2011 is made and entered into by Monroe County (County) and URS Corporation Southern (URS) on the _____ day of _____, 2011.

WITNESSETH:

WHEREAS, the parties entered into a Contract for professional services to provide services for Wayfinding Sign Design in unincorporated Monroe County on US 1 in the Florida Keys Scenic Highway Corridor on June 15, 2011; and

WHEREAS, the Village of Islamorada (Village), a municipality within Monroe County, desires to have its signage along US 1 conform to the proposed design developed by URS for the County; and

WHEREAS, the County and Village have agreed to enter into an Interlocal Agreement (ILA) wherein the Village will pay County for the additional design services necessary to identify the signage and complete appropriate design services for the Village under County's Contract with URS; and

WHEREAS, URS desires to provide those services; and

WHEREAS, the services provided by URS require a change in the Scope of Services and compensation to be paid to URS in the amount of \$39,860.88;

NOW, THEREFORE, the parties agree as follows:

1. URS shall provide additional services for design according to the terms of the Contract and Exhibit A attached and incorporated herein.
2. URS shall be compensated according to the terms of the Contract and the provisions in Exhibit A attached and incorporated herein.
3. All other terms and conditions of the Contract between the parties shall remain the same.
4. This Amendment is contingent upon the approval of the ILA between the County and Village.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Amendment as follows:

ATTEST:
DANNY L. KOLHAGE, CLERK

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

Deputy Clerk

Mayor

URS CORPORATION SOUTHERN

Signature

Title: Vice-President

Carlos Garcia
Print Name

Date: 10/31/11

WITNESSES:
1. [Signature]
Signature

Gigi Bechara
Print Name

2. [Signature]
Signature

Ana Sandoval
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
Date: 11-1-11

STATE OF FLORIDA

COUNTY OF Miami-Dade

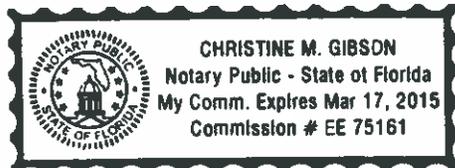
On this 31 day of October, 2011, before me, the undersigned notary public, personally appeared Carlos Garcia, known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above Amendment to Contract for the purposes therein contained.

[Signature]
Notary Public

Print Name: Christine M. Gibson

My commission expires: March 17, 2015

Seal



10/31/2011



EXHIBIT A

SCOPE OF SERVICES FOR VILLAGE OF ISLAMORADA - MONROE COUNTY WAYFINDING SIGN DESIGN

PURPOSE

The purpose of this document is to describe the scope of work and the responsibilities of the CONSULTANT and the County (and Village of Islamorada) in connection with the planning, design, and preparation of a complete set of signage plans to install 'Wayfinding' signs along US 1 Florida Keys Scenic Highway Corridor in the Village of Islamorada - Monroe County. The signage plan, which include the concept plan and the design plan will be incorporated to the signage plans that being prepared by the CONSULTANT for the unincorporated portions of the US 1 Florida Keys Scenic Highway Corridor in Monroe County.

The CONSULTANT will perform those planning and engineering services required to identify appropriate locations, develop a concept plan, and prepare a set of contract plans to include Wayfinding signs in the Village of Islamorada - Monroe County. It will be the CONSULTANT'S responsibility to utilize the standard engineering judgment, practices and principles possible during the prosecution of the work commissioned under this contract. The CONSULTANT will demonstrate good project management practices while working on this project. These include communication with the Village of Islamorada – Monroe County and others as necessary; management of time and resources, and documentation. The CONSULTANT should make every effort to make use of all past studies and information gathered, and not repeat tasks that have been completed through the CommunityKeys or other programs.

The Village of Islamorada – Monroe County will provide contract administration, management services, and technical reviews of all work associated with the development of concept plans and preparation of the contract plans. The Village of Islamorada – Monroe County will provide job specific information and/or functions as outlined in this agreement.

STUDY OBJECTIVE

The goals of this study/task include reducing signage clutter along US 1 by developing a wayfinding approach that recognizes the uniqueness of the corridor, provides identification for the communities, supports local businesses, and conveys important information to motorists and public at large, visual continuity between all elements: the portal signs for the north and the south ends of the scenic highway, gateway elements announcing arrival at the constituent communities, and directional signage for public amenities (boat launches, parks, shopping areas, etc.) and historical features. These do not all need to be identical but they do all need to be compatible and coordinated, communicating well to the visiting public, as well as reflecting well on the constituent communities.

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to install Wayfinding Signs and for the Village of Islamorada – Monroe County so that the project is built as designed to applicable FDOT standards.

Elements of work will include:

1. Collecting and reviewing past studies applicable to the Village of Islamorada – Monroe County.
2. Identifying appropriate locations for Wayfinding Signs and unwanted signs along the US 1 corridor in the Village of Islamorada – Monroe County.
3. Developing concept plan sketches consistent with the rest of the Monroe County Wayfinding Program.
4. Attending and presenting the plan to stakeholders.
5. Preparing design plans and establishing quantity computation booklets, and reasonably necessary incidental items for a complete project to be bid or let by the County.

1. BACKGROUND REVIEW

The CONSULTANT will review past studies that are relevant to the wayfinding program in the Village of Islamorada – Monroe County. The Village of Islamorada – Monroe County will be responsible for providing the CONSULTANT with all existing relevant documents in a timely manner to execute this task.

2. IDENTIFYING APPROPRIATE LOCATIONS

The CONSULTANT will utilize existing data, including the recently completed US 1 Sign Inventory Data Base, GIS Maps, and perform a field review to identify appropriate locations for Wayfinding Signs.

The locations will be in compliance with the requirements of FS 14-51 – Florida's Highway Guide Signs, Part V- Wayfinding Signs. Coordination with all permitting agencies and the Village of Islamorada – Monroe County will be required from the outset. All meetings and decisions are to be documented for the records.

3. DEVELOPING CONCEPT SKETCHES

The CONSULTANT will utilize the wayfinding sign theme developed for Monroe County. The concept plan should identify engineering standards, such as wind loading requirements, break-away standards, and clearance requirements. The same theme will be applied regardless of the geographical location of the signs. The CONSULTANT will prepare concept plan sheets to locate the proposed signs.

4. ATTENDING AND PRESENTING THE PLAN TO STAKEHOLDERS

The Village of Islamorada – Monroe COUNTY will schedule and conduct one stakeholders meeting. The CONSULTANT will prepare presentation materials and make presentations to solicit input from the stakeholders. This meeting is intended to exchange information, and build consensus to develop the Wayfinding Sign plan for the Village of Islamorada.

5. SIGN DESIGN PLANS PACKAGE

This work effort includes analysis and design and to prepare a complete set of plans, permit sketches, and other necessary documents. All design work will be in compliance with the requirements of the regulatory agencies. Full coordination with all permitting agencies and the County Engineering Department will be required from the outset. All meetings and decisions are to be documented for the records. The CONSULTANT will design the project using the design standards that are most appropriate for the scope of work.

The CONSULTANT will submit to the County design notes and computations to document the design conclusions reached during the development of the plans. The complete package should also include National Environmental Policy Act (NEPA) checklist to satisfy the 'Categorical Exclusion' of this project from requiring environmental permits. The CONSULTANT will provide specifications for the project.

The CONSULTANT will utilize the Concept Plans developed in Task 3 as the foundation for developing the design plans. Survey and geotechnical data are not anticipated (and not budgeted) for this project. Field measurements should be collected to locate all proposed signs to assist with the development of design plans. The CONSULTANT will prepare and submit plan sheets at 1"=100' scale, notes, and details to include the following: Key Sheet, Project Layout Map, Typical Sections sheet with General Notes, Summary of Quantities sheets, miscellaneous construction details, and any other detail sheets necessary to convey the intent and scope of the project for the purposes of construction. Specific cost estimates will supplement the design plans. The scope of this project does not include collecting supplemental survey and/or geotechnical data.

The CONSULTANT will prepare and submit structural calculations and details of Wayfinding Sign poles, if necessary.

Deliverables:

Three (3) deliverables are anticipated to accomplish this project. They are:

1. Concept Sketches and Statement of Design Approach.
2. Preliminary Design plans – 50%.
3. Final Design plans – 100%, including the removal of unwanted signs supplemented with cost estimates, permits, and other application materials.

Each submittal will include ten (10) sets of 11"x17" plans and/or 8½"x11" written documents for review and circulation. The final submittal will include six signed and sealed sets of plans, along with six copies of calculations report, if any, signed and sealed.

Utilities:

Utility information gathered from the FDOT as built plans will be used in deciding appropriate locations for the wayfinding signs. The utility information will not be presented in the plans; instead, specific notes will be added to the design plans directing the contractor to confirm utility locations near all proposed wayfinding signs.

Permits:

The CONSULTANT will perform a preliminary field review and will be responsible for early identification of permits required and coordination with the County to see that design efforts are properly directed toward permit requirements. The CONSULTANT will be responsible for securing FDOT and other required permits for construction approval of these plans.

Project Schedule:

Within seven (7) days after the Notice-To-Proceed, the CONSULTANT will provide a schedule of calendar deadlines. The schedule will be prepared in a format prescribed by the County. The schedule will be based on the dates of the community meetings, 50% and 100% plans submittals.



Meetings and Presentations:

Apart from the community meeting, the CONSULTANT will attend one (1) Kick-Off meeting, and one meeting each (total of 4) in person client meetings to review and discuss and/or coordinate project issues. The Village of Islamorada – Monroe County will make sure that FDOT staff that is ultimately responsible for approving the design plans will be present at these review meetings. Additional meeting time has been scheduled for Permits and Utility Coordination.

Quality Control:

The CONSULTANT will be responsible for the professional quality, technical accuracy and coordination of all drawings, specifications and other services furnished by the CONSULTANT under this contract.

Compensation for Services

The Consultant shall be paid a lump-sum amount of \$39,860.88 for satisfactory completion of the work and delivery of the end products. The staff-hour estimates and the fee are presented in Attachment A. Invoices will be submitted monthly, reflecting the compensation for proportional completion of the contract.

Attachment A
Staff Hours and Cost Estimate
US 1 / Overseas Highway – Village of Islamorada
Wayfinding Sign Plan

TASK	Project Mngr.	Senior Eng.	Eng.	Tech.	Clerical	Total Hours
TASK – 1: BACKGROUND REVIEW						
1. Collect and Review Data	2	4	4			10
SUBTOTAL	2	4	4	0	0	10
TASK – 2: IDENTIFY APPROPRIATE LOCATIONS FOR WAYFINDING SIGNS						
1. Review Sign Inventory and group them into portals		4				4
2. Identify sign requirements		4	16			20
SUBTOTAL	0	8	16	0	0	24
TASK – 3: DEVELOP CONCEPT SKETCHES						
1. Develop concept plans and Design Approach		16		24		40
2. Meeting to review concept drawings	4	4				8
SUBTOTAL	4	20	0	24	0	48
TASK – 4: COMMUNITY MEETINGS						
1. Prepare presentation materials	2	2		4		8
2. Attend Meeting (1) and present	4	4				8
SUBTOTAL	6	6	0	4	0	16
TASK – 5: DEVELOP SIGN DESIGN PACKAGE						
1. Develop 50% Plans	4	32		40		76
2. Submittal and Review Meeting	1	1				2
3. Develop 100% Plans	4	24		40		68
4. Submittal and Review Meeting	1	1				2
5. Permit applications/assistance and Miscellaneous	1	1	4	4		10
SUBTOTAL	11	69	4	84	0	168
MEETINGS						
1. Meetings (4)	4	4				8
SUBTOTAL	4	4	0	0	0	8
TASK ADMINISTRATION						
1. Task Management	8				2	10
2. Billing	1				3	4
3. Job Close-Out / Records Transferring	1				3	4
SUBTOTAL	10	0	0	0	8	18
TOTAL STAFF HOURS						
	47	101	24	112	8	292
Contract Hourly Rates						
	\$206.41	\$172.69	\$96.76	\$89.16	\$51.22	
TOTAL BUDGET						
	\$9,701.27	\$17,441.69	\$2,322.24	\$9,986.92	\$409.76	\$39,860.88

**CONTRACT FOR
PROFESSIONAL SERVICES
BETWEEN OWNER AND ENGINEER**

THIS CONTRACT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND ENGINEER (the "Contract" or "Agreement") is made and entered into by Monroe County ("Owner" or "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, its successors and assigns through the Monroe County Board Of County Commissioners ("BOCC"), and URS Corporation Southern, a California corporation ("Engineer"), whose address is 3343 W. Commercial Boulevard, Suite 100, Fort Lauderdale, FL 33309, its successors and assigns on the 15th day of June, 2011. This contract is retroactive to March 16, 2011.

This contract is issued to develop a wayfinding program as described in **Exhibit A**.

The terms and conditions of this Contract shall apply to any task order, if required, unless expressly modified in the provisions of the separate task order. Where the terms of this Contract differ from the terms of the separate task order, the terms of the task order shall take precedence. The task order will contain its specific scope of work and it is anticipated by this Contract that the scope of work in the separate task order will be in addition to the scope of work outlined in this Contract

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which hereby acknowledged, the Owner and the Engineer agree:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Contract, Engineer makes the following express representations and warranties to the Owner:

1.1.1 The Engineer is a professional qualified to act as the Engineer for the assignment and is licensed to practice by all public entities having jurisdiction over the Engineer and the assignment;

1.1.2 The Engineer shall maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the assignment until the Engineer's duties hereunder have been fully satisfied;

1.1.3 The Engineer shall prepare all documents that may be developed under this Contract including, but not limited to, all plans and specifications, in such a manner that they shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents that any documents prepared as a part of this Contract will be adequate and sufficient to accomplish the purposes of the task order, therefore, eliminating any additional construction cost due to missing or incorrect design elements in the contract documents, all within the customary standard of care.

1.1.4 The Engineer assumes full responsibility with regards to his performance and those directly under his employ.

1.1.5 The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Engineer shall submit, for the Owner's and Monroe County Growth Management Division's information, a schedule for the performance of the Engineer's services which may be adjusted as task order proceeds if approved by the Owner, and shall include allowances for periods of time required for the Owner's and Monroe County Growth Management Division's review, and for approval of submission by authorities having jurisdiction over the task order. Time limits established by this schedule and approved by the Owner may not be exceeded by the Engineer except for delay caused by events not within the control of the Engineer or foreseeable by him.

1.1.6 In providing all services pursuant to this agreement, the Engineer shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating such services, including those now in effect. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the COUNTY to terminate this agreement immediately upon delivery of written notice of termination to the Engineer.

ARTICLE II

SCOPE OF ENGINEER'S BASIC SERVICE

2.1 DEFINITION

See Exhibit A.

ARTICLE III
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article III are not included in Basic Services. They shall be paid for by the Owner as provided in this agreement as an addition to the compensation paid for the Basic Services but only if approved by the Owner before commencement, and as follows:

- A. Providing services of Engineer for other than the previously listed consulting scope of Project provided as a part of Basic Services.
- B. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consulting practice.
- C. Providing representation before public bodies in connection with the services or any task order, upon approval by the Owner.

3.2 If Additional Services are required, such as those listed above, the Owner shall issue a letter requesting and describing the requested services to the Engineer. The Engineer shall respond with a fee proposal to perform the requested services. Only after receiving a task order and a notice to proceed from the Owner shall the Engineer proceed with the Additional Services.

ARTICLE IV
OWNER'S RESPONSIBILITIES

4.1 The Owner shall designate Monroe County Growth Management Division Director (Director) or designee to act on the Owner's behalf with respects to this contract scope. The Owner or Director shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services. However, the parties acknowledge that due to Monroe County Policy, Ordinances or State or Federal Statute there may be times when a decision must be made by the BOCC.

4.2 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Engineer's services and work of the contractors.

4.3 The Owner's review of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's criteria, as and if, modified. No review of such documents shall relieve the Engineer of responsibility for the accuracy, adequacy, or coordination of its work product.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 Pursuant to Section 725.08 of the Florida Statutes, the Consultant shall indemnify and hold harmless the Owner, its employees and officers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

5.2 In the event the completion of the scope is delayed or suspended as a result of the Engineer's failure to purchase or maintain the required insurance, the Engineer shall indemnify County from any and all increased expenses resulting directly from such delays.

5.3 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.

5.4 This indemnification shall survive the expiration or early termination of the Agreement.

ARTICLE VI

6.1 PERSONNEL

The Engineer shall assign only qualified personnel to perform any service concerning the project.

ARTICLE VII

7.1 COMPENSATION AND PAYMENT

Compensation shall be made on a monthly basis according to the rates and schedule in Exhibit A. Payment shall be made according to the Florida Local Government Prompt Payment Act. Claims for payment are deemed received upon receipt by the Clerk of Court for payment. All invoices shall be detailed enough to show the task performed, the services rendered, the amount due, and percent complete.

7.2 REIMBURSABLE EXPENSES

Reimbursable expenses (travel, meals, mileage, or other expenses) are not allowed as part of this contract.

7.3 BUDGET

7.3.1 The Engineer may not be entitled to receive, and the County is not obligated to pay, any fees or expenses in excess of the amount budgeted for this Agreement in each fiscal year (October 1- September 30) by County's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the County's Board of County Commissioners.

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7.3.2 If funding cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified in this Contract or in the task orders for individual projects, the agreement may be terminated immediately at the option of the County by written notice of termination delivered to the Engineer. The County shall not be obligated to pay for any services provided by the Engineer after the Engineer has received written notice of termination, unless otherwise required by law.

7.3.3 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the transportation funding agency, the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE VIII

8.1 APPLICABLE LAW

This contract is governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and performed entirely in the State. Venue for any mediation, dispute conferences or litigation arising under this contract must be in Monroe County, Florida. The Parties waive their rights to a trial by jury.

ARTICLE IX

9.1 SUCCESSORS AND ASSIGNS

The Engineer shall not assign its right hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE X

**NO THIRD PARTY BENEFICIARIES
AND INDEPENDENT CONTRACTOR RELATIONSHIP**

10.1 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, between the parties which creates or gives rise to any rights in favor of, any third party.

10.2 INDEPENDENT CONTRACTOR RELATIONSHIP

The Engineer is and shall be an independent contractor in the performance of all work, services, and activities under this Agreement and is not an employee, agent or servant of the County. The Engineer shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Engineer's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Engineer does not have the power or authority to bind the County in

any promise, agreement or representation other than such power and authority that is specifically provided for in this Agreement.

ARTICLE XI

11.1 INSURANCE

11.1.1 The Engineer shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Engineer's failure to purchase or maintain the required insurance, the Engineer shall indemnify the County from any and all increased expenses directly resulting from such delay.

11.1.2 The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is authorized to do business in the State of Florida and that has an agent for service of process within the State of Florida. The insurance certificate shall provide thirty (30) days notice to the County prior to any cancellation of said coverage, except ten (10) days notice for cancellation due to nonpayment of premium. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

11.1.3 Engineer shall obtain and maintain the following policies:

- A. Workers' Compensation insurance as required by the State of Florida.
- B. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with Three Hundred Thousand Dollars (\$300,000.00) combined single limit and Three Hundred Thousand Dollars (\$300,000.00) annual aggregate.
- D. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Engineer or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with Five Hundred Thousand Dollars (\$500,000.00) per occurrence and annual aggregate.
- E. Professional liability insurance of Five Hundred Thousand Dollars (\$500,000.00) per claim and One Million Dollars (\$1,000,000.00) annual aggregate. If the policy is a "claims made" policy, Engineer shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.

Contract to Develop a Wayfinding Program – URS Corporation Southern

- F. County shall be named as an additional insured with respect to Engineer's liabilities hereunder in insurance coverage identified in Paragraphs C and D.
- G. Engineer shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of Engineer if so required by County during the term of this Agreement. County will not pay for increased limits of insurance for subconsultants.
- H. Engineer shall provide to the County certificates of insurance including those showing the County as an additional insured as required above. County reserves the right to require a certified copy of such policies upon request.

ARTICLE XII
COMMENCEMENT AND TERMINATION

12.1 The professional services required by this contract will be for services commencing on the effective date of this contract and shall terminate a year from the effective date. The contract may be extended by mutual agreement by both parties.

12.2 Either party hereto may terminate this contract prior to expiration upon giving seven (7) days written notice to the other in the event that such other party negligently or for any reason substantially fails to perform its material obligations set forth herein. No termination expenses shall be paid by the Owner after the date of notice of termination.

12.3 The Owner may terminate this Contract without cause by giving the other party fifteen (15) days written notice of its intention to do so. Termination expenses shall include expenses under the contract through the date on the notice of termination and shall not include any additional services required in order to stop performance of services, unless agreed to in writing by the County and subject to audit for the purpose of verification.

ARTICLE XIII
ENTIRE AGREEMENT

13.1 This contract consists of this form of agreement and the exhibits that are attached and made a part of the contract. In the event any conflict between any of the contract documents, this agreement shall control.

13.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE XIV
DISPUTE RESOLUTION

14.1 County and Engineer agree that all disputes and disagreements shall first be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be submitted to mediation before a mediator mutually agreed to by the parties. The cost of mediation shall be shared equally. The parties agree that mediation is a condition precedent to the institution of legal or equitable proceedings by either party. Request for mediation shall be in writing and sent to the other party. The parties shall agree on a mediator to hear the dispute.

14.2 Mediation shall be held in Monroe County, Florida in a location in Key West; the location may be moved only by mutual agreement of the parties.

14.3 Agreements reached in mediation shall be reduced to writing and signed by the representative of each party; however agreements must be approved by the Board of County Commissioners to be enforceable. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction in Monroe County.

14.4 Nothing in this Agreement shall be construed to interfere with a subsequent order from any court of competent jurisdiction ordering the parties to enter into mediation after institution of legal or equitable proceedings.

14.5 Arbitration is specifically rejected by the parties as a method of settling disputes which arise under this agreement; neither of the parties shall be compelled by the other to arbitrate a dispute which may arise under this Agreement.

ARTICLE XV
ADDITIONAL REQUIREMENTS

15.1 The following items are part of this contract:

a) Engineer shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Engineer pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Engineer shall repay the monies together with interest calculated pursuant to F.S. Sec. 55.03, running from the date the monies were paid by County.

b) **Governing Law, Venue, Interpretation, Costs, and Fees:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement,

Contract to Develop a Wayfinding Program – URS Corporation Southern

the County and Engineer agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to a trial by jury. The County and Engineer agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding, pursuant to this agreement.

c) **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Engineer agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) **Attorney's Fees and Costs.** The County and Engineer agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the substantially prevailing party shall pay attorney's fees.

e) **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Engineer and their respective legal representatives, successors, and assigns.

f) **Authority.** The County represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily and with advise of counsel.

g) **Claims for Federal or State Aid.** Engineer and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) **Adjudication of Disputes or Disagreements.** County and Engineer agree that all disputes and disagreements shall be attempted to be resolved under Article XIV of this agreement. If no resolution can be agreed upon within 30 days after mediation, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

i) **Cooperation.** County and Engineer specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

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j) **Nondiscrimination.** Engineer and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Engineer or County agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) **Covenant of No Interest.** Engineer and County covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) **No Solicitation/Payment.** The Engineer and County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Engineer agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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n) **Public Access.** The Engineer and County shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer and County in conjunction with this Agreement; and the Engineer shall have the right to unilaterally cancel this Agreement upon violation of this provision by County.

o) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Engineer and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

p) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

q) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

r) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Engineer and the County agree that neither the Engineer nor the County or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

s) **Attestations.** Engineer agrees to execute such documents as the County may reasonably require including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe

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County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

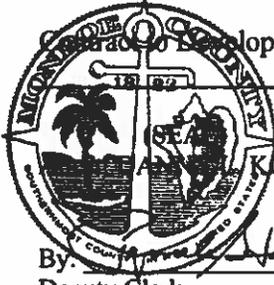
u) **Americans with Disabilities Act of 1990 (ADA).** The Engineer will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Engineer pursuant thereto.

v) **Disadvantaged Business Enterprise (DBE) Policy And Obligation.** It is the policy of the County that DBE's, as defined in C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with County funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The County and its Engineer agree to ensure that DBE's have the opportunity to participate in the performance of the Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that DBE's have the opportunity to compete and perform contracts. The County and the Engineer and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

w) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

x) **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

y) **Notwithstanding any other provision to the contrary in this Contract and to the fullest extent permitted by law, neither Owner nor Engineer shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Engineer hereby releases Owner and Owner hereby releases Engineer from any such liability.**



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KOLHAGE, Clerk

By: [Signature]
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: [Signature]
Mayor/Chairman

FILED FOR RECORD

2011 JUL -5 PM 2:46

EMMETT KOLHAGE
CLERK
MONROE COUNTY, FL

URS CORPORATION SOUTHERN

By: [Signature]
Signature

VICE PRESIDENT
Title

CARLOS GARCIA
Print Name

Date: 5/20/2011

1) WITNESS:

By: [Signature]
Signature

PHILOMENE TOMASINO
Print Name

2) WITNESS

By: [Signature]
Signature

EN GI BECHARA
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
Date: May 24, 2011

STATE OF Florida

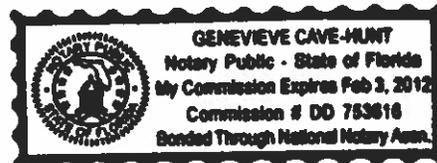
COUNTY OF Miami-Dade

On this 20 day of May, 2011, before me the person whose name is subscribed above, and who produced (personally known) as identification, acknowledged that he/she is the person who executed the above Contract for the purposes therein contained.

[Signature]
Notary Public

Genevieve Cave-Hunt
Print Name

My commission expires: February 3, 2012



Seal

EXHIBIT A

**SCOPE OF SERVICES FOR
MONROE COUNTY WAYFINDING SIGN DESIGN**

PURPOSE

The purpose of this document is to describe the scope of work and the responsibilities of the CONSULTANT and the County in connection with the planning, design, and preparation of a complete set of signage plans to install 'Wayfinding' signs in unincorporated Monroe County on US 1 in the Florida Keys Scenic Highway Corridor.

The CONSULTANT will perform those planning and engineering services required to identify appropriate locations, develop a concept plan, and prepare a set of contract plans to include Wayfinding signs in unincorporated Monroe County. It will be the CONSULTANT'S responsibility to utilize the standard engineering judgment, practices and principles possible during the prosecution of the work commissioned under this contract. The CONSULTANT will demonstrate good project management practices while working on this project. These include communication with the County and others as necessary; management of time and resources, and documentation. The CONSULTANT should make every effort to make use of all past studies and information gathered, and not repeat tasks that have been completed through the CommunityKeys program.

The County will provide contract administration, management services, and technical reviews of all work associated with the development of concept plans and preparation of the contract plans. The County will provide job specific information and/or functions as outlined in this agreement.

STUDY OBJECTIVE

The goals of this study/task include reducing signage clutter along US 1 by developing a wayfinding approach that recognizes the uniqueness of the corridor, provides identification for the communities, supports local businesses, and conveys important information to motorists and public at large, visual continuity between all elements: the portal signs for the north and the south ends of the scenic highway, gateway elements announcing arrival at the constituent communities, and directional signage for public amenities (boat launches, parks, toilet rooms, etc.) and historical features. These do not all need to be identical but they do all need to be compatible and coordinated, communicating well to the visiting public, as well as reflecting well on the constituent communities.

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to install Wayfinding Signs and for the County so that the project is built as designed to applicable FDOT standards.

Elements of work will include:

1. Conducting background research of past studies, applicable standards, and preferences.
2. Identifying appropriate locations for Wayfinding Signs and unwanted signs along the US 1 corridor in unincorporated Monroe County.
3. Developing concept sketches, including size, shape, and color.
4. Attending and presenting the plan to stakeholders.
5. Preparing design plans and establishing quantity computation booklets, and reasonably necessary incidental items for a complete project to be bid or let by the County.

1. BACKGROUND RESEARCH

The CONSULTANT will investigate and compile existing requirements, information, and strategies of FDOT and County relevant to this project. The initial research would also include coordination with FDOT, reviewing successful programs in other areas of the state to identify approaches and strategies. In collaboration with Monroe County staff, the CONSULTANT will develop specific tactical approach based on analysis of gathered information. This approach will include development of categories of standardized identification signs for groupings of similar amenities or features. This approach will be expeditiously assembled and reflects what is presently workable or agreeable for FDOT.

2. IDENTIFYING APPROPRIATE LOCATIONS

For the purpose of this task, the unincorporated portion of Monroe County will be divided into five (5) geographical areas, consistent with the geographical designations identified in the Livable CommuniKeys plan. The CONSULTANT will utilize existing data, including the recently completed US 1 Sign Inventory Data Base, GIS Maps, and perform a field review to identify appropriate locations for Wayfinding Signs. The locations for Wayfinding Signs will be grouped into the five geographical areas. This initial task will also include identifying existing signs that are not required, and all existing Wayfinding Signs and when they were installed.

The locations will be in compliance with the requirements of FS 14-51 – Florida's Highway Guide Signs, Part V- Wayfinding Signs. Coordination with all permitting agencies and the County Engineering Department will be required from the outset. Documentation of all meetings and decisions are to be submitted to the County's Project Manager.

3. DEVELOPING CONCEPT SKETCHES

The CONSULTANT will develop concept sketches for the proposed Wayfinding Signs. The Wayfinding Signs should be categorized into groups based on its purpose. A consistent theme should be established that recognizes these signs by shape, color, armatures and fittings, letter size, and logo. The concept plan should identify engineering standards, such as wind loading requirements, break-away standards, and clearance requirements. Further, the concept should be focused on the use of "green" materials,

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solar lighting, low maintenance, vandal resistance, and budgetary requirements. The same theme will be applied regardless of the geographical location of the signs.

4. ATTENDING AND PRESENTING THE PLAN TO STAKEHOLDERS

The COUNTY will schedule and conduct stakeholders meetings; no more than three (3) public meetings to cover the entire geographical area of Monroe County. The CONSULTANT will prepare presentation materials and make presentations to solicit input from the stakeholders. These meetings are intended to exchange information, and build consensus to develop the Wayfinding Sign plan.

5. SIGN DESIGN PLANS PACKAGE

This work effort includes analysis and design and to prepare a complete set of plans, permit sketches, and other necessary documents.

All design work will be in compliance with the requirements of the regulatory agencies. Full coordination with all permitting agencies and the County Engineering Department will be required from the outset. Documentation of all meetings and decisions are to be submitted to the County's Project Manager. The CONSULTANT will design the project using the design standards that are most appropriate for the scope of work.

The CONSULTANT will submit to the County design notes and computations to document the design conclusions reached during the development of the plans. The complete package should also include National Environmental Policy Act (NEPA) checklist to satisfy the 'Categorical Exclusion' of this project from requiring environmental permits. The CONSULTANT will provide specifications for the project.

The CONSULTANT will utilize the Concept Plans developed in Task 3 as the foundation for developing the design plans. Survey and geotechnical data are not anticipated (and not budgeted) for this project. Field measurements should be collected to locate all proposed signs to assist with the development of design plans. The CONSULTANT will prepare and submit plan sheets at 1"=100' scale, notes, and details to include the following: Key Sheet, Project Layout Map, Typical Sections sheet with General Notes, Summary of Quantities sheets, miscellaneous construction details, and any other detail sheets necessary to convey the intent and scope of the project for the purposes of construction. Specific cost estimates will supplement the design plans. The scope of this project does not include collecting supplemental survey and/or geotechnical data.

The CONSULTANT will prepare and submit structural calculations and details of Wayfinding Sign poles, if necessary.

Deliverables:

Four (4) deliverables are anticipated to accomplish this project. They are:

1. Memorandum summarizing all existing pertinent information. The memorandum will include information and illustrations of other Florida highway Wayfinding sign programs.
2. Concept Sketches and Statement of Design Approach.
3. Preliminary Design plans – 50%.
4. Final Design plans – 100%, including the removal of unwanted signs supplemented with cost estimates, permits, and other application materials.

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Each submittal to the County will include ten (10) sets of 11"x17" plans and/or 8½"x11" written documents for review and circulation. The final submittal will include six signed and sealed sets of plans, along with six copies of calculations report, if any, signed and sealed.

Utilities:

The CONSULTANT will provide utility coordination for the project, with appropriate assistance from the County. Utility information gathered from the utility companies will be transposed to the plans to aid in construction. The utility information presented in the plans will only be good as that is provided by the utility company.

Permits:

The CONSULTANT will perform a preliminary field review and will be responsible for early identification of permits required and coordination with the County to see that design efforts are properly directed toward permit requirements. The CONSULTANT will be responsible for securing FDOT and other required permits for construction approval of these plans.

Project Schedule:

Within seven (7) days after the Notice-To-Proceed, the CONSULTANT will provide a schedule of calendar deadlines. The schedule will be prepared in a format prescribed by the County. The schedule will be based on the dates of the community meetings, 50% and 100% plans submittals (see Attachment A for tentative project schedule).

Meetings and Presentations:

Apart from the three (3) community meetings, the CONSULTANT will attend one (1) Kick-Off meeting, and one meeting each (total of 4) in person client meetings to review and discuss and/or coordinate project issues, including, the memorandum summarizing the initial research statement of design approach, 50% and 100% review submittals (see Attachment B). The COUNTY will make sure that FDOT staff that is ultimately responsible for approving the design plans will be present at these review meetings. Additional meeting time has been scheduled for Permits and Utility Coordination.

Quality Control:

The CONSULTANT will be responsible for the professional quality, technical accuracy and coordination of all drawings, specifications and other services furnished by the CONSULTANT under this contract.

Compensation for Services

The Consultant shall be paid a lump-sum amount of \$79,966.26 for satisfactory completion of the work and delivery of the end products. The staff-hour estimates and the fee are presented in Attachment B. Invoices will be submitted monthly, reflecting the compensation for proportional completion of the contract.

Attachment A (Scope of Services)

Preliminary Project Schedule:

Notice to Proceed:	31 March 2011
Kick-Off Meeting:	14 April 2011
Research Memo & Meeting:	Week of June 27, 2011
Community Meetings:	Week of August 22, 2011
50% Submittal:	17 October 2011
100% Submittal:	31 December 2011

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**Attachment B (Scope of Services)
Staff Hours and Cost Estimate
US 1 / Overseas Highway Wayfinding Sign Plan**

TASK	Project Mgr.	Senior Eng.	Eng.	Tech.	Chrical	Total Hours
TASK - 1: BACKGROUND RESEARCH						
1. Collect all available data.	2	2	4			8
2. Review and organize the data, and prepare Memo.			24			24
3. Meeting to review memo	8	8				16
SUBTOTAL	10	10	28	0	0	48
TASK - 2: IDENTIFY APPROPRIATE LOCATIONS FOR WAYFINDING SIGNS						
1. Review sign inventory and group them into portals	2	4	15			22
2. Identify sign requirements (and unwanted signs)	2	4	48			54
SUBTOTAL	4	8	64	0	0	76
TASK - 3: DEVELOP CONCEPT SKETCHES						
1. Develop concept plans and Design Approach		6	20			26
2. Meeting to review concept drawings	8	8				16
SUBTOTAL	8	14	20	0	0	44
TASK - 4: COMMUNITY MEETINGS						
1. Prepare presentation materials	2	2		24		28
2. Attend Meetings (3) and present	24	24				48
SUBTOTAL	26	26	0	24	0	76
TASK - 5: DEVELOP SIGN DESIGN PACKAGE						
1. Develop 80% Plans	4	18		80		102
2. Submittal and Review Meeting	8	8		4		20
3. Develop 100% Plans	4	16		40		60
4. Submittal and Review Meeting	8	8		4		20
5. Permit applications/assistance and Miscellaneous	2	18	32	32		84
SUBTOTAL	26	64	32	160	0	282
MEETINGS						
1. Meetings (4)	20	20				40
SUBTOTAL	20	20	0	0	0	40
TASK ADMINISTRATION						
1. Task Management	16				8	24
2. Billings	4				8	12
3. Job Close-Out / Records Transferring	4				8	12
SUBTOTAL	20	0	0	0	24	44
TOTAL STAFF HOURS	114	144	144	184	24	610
Contract Hourly Rates	\$206.41	\$172.89	\$66.76	\$69.16	\$51.22	
TOTAL BUDGET	\$23,830.74	\$24,867.36	\$13,833.44	\$16,406.44	\$1,229.28	\$79,968.26

Smith-Patricia

From: Iglesias, Danny [Danny.Iglesias@dot.state.fl.us]
Sent: Wednesday, October 26, 2011 4:08 PM
To: Smith-Patricia; Alvarez, Teresita
Cc: Espino, Barbara
Subject: RE: FM 428298-1 - Signage LAP

Tricia

I do not see a problem if the Village will pay.

Sincerely,

Danny Iglesias
Sr. Project Manager

Florida Dept. of Transportation
1000 NW 111 Ave.
Miami, Florida 33172
305-470-5289 **Phone**
Danny.Iglesias@dot.state.fl.us **Email**

From: Smith-Patricia [mailto:Smith-Patricia@MonroeCounty-FL.Gov]
Sent: Wednesday, October 26, 2011 4:04 PM
To: Iglesias, Danny; Alvarez, Teresita
Subject: FM 428298-1 - Signage LAP
Importance: High

Hi all –

The above referenced LAP (attached) allows us to design and construct a wayfinding program on US 1 from MM 0-106. It does not distinguish between municipalities. Monroe County is the LAP agent. The Village of Islamorada would like to participate in the program, for which we estimate that we will have sufficient construction funds through the LAP agreement.

We do not have sufficient design funds allocated through the LAP to create construction documents for signs within the Village. The Village has agreed to pay their own design costs for the signage program. Our plan is to enter into an interlocal agreement with the Village which will allow them to piggy back on our consultant contract. (Our consultant was selected in accordance with the CCNA).

The Village will pay the county for URS's design services, which will allow us to create design documents for FDOT approval. No changes to the project extent are required for the LAP agreement. Monroe County will only seek reimbursement of design fees for up to \$80,000 as approved in the LAP agreement.

In accordance with Section 9.01 of our LAP agreement, we are requesting permission to enter into an inter-local agreement with the Village of Islamorada to allow their participation in our wayfinding program. Your earliest concurrence is appreciated as we are scheduled to provide review documents to FDOT in December and again in February. The final construction checklist is scheduled to be submitted to FDOT in March 2012.

Thanks!

Trish Smith, AICP
Transportation Planner
Monroe County Planning Department
305 304-0412
smith-patricia@monroecounty-fl.gov