

# TASK ORDER 160D01

## ARCHITECTURAL DESIGN SERVICES FOR ENVELOPE & MISCELLANEOUS IMPROVEMENTS BUILDING 103 - TRUMAN WATERFRONT COMPLEX

This TASK ORDER 160D02 is issued under the terms and conditions of the MASTER AGREEMENT TO FURNISH GENERAL ARCHITECTURAL SERVICES TO THE CITY OF KEY WEST ("AGREEMENT") between the City of Key West ("CITY") and HAYES | CUMMING ARCHITECTS, P.A. ("ARCHITECT") executed on August 17, 2012 (Resolution 12-220) and extended by Resolution 15-207 dated July 29, 2015, which is incorporated herein by this reference.

A. SCOPE OF SERVICES

Specific services which the ARCHITECT agrees to furnish are summarized on the attached statement entitled TASK ORDER 160D01 "SCOPE OF SERVICES." The "Scope of Services" defines the work effort anticipated for the Work Order. This Work Order, when executed, shall be incorporated in and shall become an integral part of the Master Agreement.

B. TIME OF COMPLETION

Work under this Task Order will begin immediately following acceptance and completed expeditiously subject to coordination with the City of Key West staff. Work may be performed at any time as requested by the CITY within 3 months after the date of execution of this Task Order, at which time the Task Order will expire.

C. COMPENSATION

Compensation for the labor portion of TASK ORDER Task A, B and C will be on a lump sum fee basis as stipulated in Article 5, Paragraph 5.1.1 of the AGREEMENT. Compensation for all expenses will be on a Cost Reimbursable-Per Diem basis as stipulated in Article 5, Paragraph 5.1.2 of the AGREEMENT. The estimated compensation is shown on the attached statement entitled TASK ORDER 160D01 COMPENSATION BREAKDOWN.

D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER 160D01 and authorize the ARCHITECT to proceed at the direction of the CITY's representative in accordance with the "SCOPE OF SERVICES." Start date for this project will be no later than ten (10) days after execution of this authorization.

For HAYES | CUMMING ARCHITECTS. P.A.

For CITY OF KEY WEST



By: \_\_\_\_\_  
Andrew M. Hayes, AIA  
Managing Principal

By: \_\_\_\_\_  
James K. Scholl  
City Manager

Dated the \_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST: \_\_\_\_\_

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### SCOPE OF SERVICES

#### **Project Description**

The CITY intends to delay long term capital improvements to this building for three to five years. In the meantime, the City is making long term improvements to the Truman Waterfront Complex in areas around and adjacent to Building 103. It is necessary to make short term improvements to the exterior envelope of Building 103 so that that it does not detract from the improvements already made, and in process, by the CITY. The CITY has engaged the ARCHITECT to create design drawings and construction documents for the required building envelope improvements and ensure these improvements meet the requirements of the 5th Edition (2014) Florida Building Code (FBC).

This building is a contributing property, located within Truman Waterfront Complex, and on the National Register of Historic Places. Because Building 103 has this historic designation, it falls under specific requirements and exceptions of the 5<sup>th</sup> Edition (2014) Florida Building Code-Existing Building (FBC-EB). Chapter 12 of the FBC-EB states there are exceptions that allow the building to be partially renovated without being brought into full compliance with all of the standards required within the 5<sup>th</sup> Edition (2014) FBC-EB.

The CITY has elected to move forward with minor renovations of the building envelope in order to preserve the historic character of this structure until a long term plan for use of the building is approved by the City Commission. The short term improvements will consist of the removal of all existing mechanical devices from all exterior opening, removal of all existing window and door coverings and the removal of any loose material/components from the exterior walls and roof, painting, floor pits, life safety spalling repairs, new main doors and other necessary repairs.

These services are necessary in order to provide the CITY with a building that is serviceable in the short term and provides three to five years of serviceability in order for the CITY to make the necessary plans for a long term capital improvement project to the building.

#### **Outline of Tasks/Scope of Professional Services**

The following tasks describe the activities to be performed for this Task Order.

##### Task A – Verification of Existing Conditions

- Preliminary Investigation and Analysis of building in current condition
- Verification of existing drawings created by others
  - Investigation of existing conditions at ground slab and existing roof conditions
  - Investigation of existing conditions at all exterior doors and windows
- Documentation of concrete spalling and areas of potential hazard
- Updated Record Drawings as required for design services

##### Task B – Basic Services: Architectural Scope

- Preparation of Selective Demolition Drawings
  - Schematic Design & Construction Document Phase Services
  - Bidding Phase Services

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### **TASK A: SCOPE OF PRE-DESIGN SERVICES**

Preliminary Investigation & Analysis of Current Building Conditions: The building has remained open to the elements for a number of years and has deteriorated, in some area significantly. The Architect will conduct a visual reconnaissance of the exterior and interior of the building, documenting these conditions with photographs.

Verification of existing record drawings created by others: The City has provided a report on building 103, that seems to be from 2013/2014 time frame, which documents in general terms the architectural proportions and geometry of the building. However, it possesses only general plan, section and elevation information with no detailed data.

Investigation of existing conditions at ground slab and existing roof conditions: Additional field work will need to be conducted in order to document the ground slab recesses as well as record the existing roof conditions and associated architectural details. These architectural details are critical to enable the ARCHITECT to accurately document all of the necessary conditions required to proceed forward with design services. Trips by the ARCHITECT to field verify and document specific field conditions will be necessary.

Investigation of existing conditions at all exterior doors and windows: Additional field work will need to be conducted in order to document the window and door conditions, as well as any other exterior openings, of the existing building. These architectural details are critical to enable the ARCHITECT to accurately document all of the necessary conditions required to proceed forward with design services. Trips by the ARCHITECT to field verify and document specific field conditions will be necessary.

Documentation of concrete spalling and areas of potential hazard: Visual reconnaissance of the interior concrete structural roof deck and framing members to determine if there are any area that are presently hazardous and require immediate repair, This will be documented with a reflected ceiling plan and photographs of deteriorated areas keyed to it. This information will be used by the CITY to make decisions about any repairs necessary at this time as part of basic design services.

Updated Record Drawings as required for design services: Creation of record drawings that delineate the existing architectural conditions, as required to facilitate Task B services, and for future use.

### **TASK B: SCOPE OF BASIC SERVICES**

The ARCHITECT's Basic Services consist of those described in the Outline of Tasks/Scope of Professional Services above but will not include usual and customary structural, mechanical, and electrical consulting engineering services. Minor structural consultation will be necessary at all building envelope openings as well as areas that display significant concrete

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deterioration. Services not set forth in Outline of Tasks/Scope of Professional Services, should they become necessary, will be considered Additional Services.

The ARCHITECT shall manage the ARCHITECT's services, consult with the CITY, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the CITY.

The ARCHITECT shall coordinate its services with those services provided by the CITY and the CITY's consultants. The ARCHITECT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY and the CITY's consultants. The ARCHITECT shall provide prompt written notice to the CITY if the ARCHITECT becomes aware of any error, omission or inconsistency in such services or information.

As soon as practicable after the date of this Agreement, the ARCHITECT shall submit for the CITY's approval a schedule for the performance of the ARCHITECT's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the CITY's review, for the performance of the CITY's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the CITY, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT or CITY. With the CITY's approval, the ARCHITECT shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

The ARCHITECT shall not be responsible for an CITY's directive or substitution made without the ARCHITECT's approval.

The ARCHITECT shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the ARCHITECT shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

The ARCHITECT shall assist the CITY in connection with the CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **i. PRELIMINARY DESIGN PHASE SERVICES**

The ARCHITECT shall review the program and other information furnished by the CITY, and shall review laws, codes, and regulations applicable to the ARCHITECT's services.

The ARCHITECT shall prepare an evaluation of the CITY's program, schedule, and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The ARCHITECT shall notify the CITY of (1) any inconsistencies discovered in the

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information, and (2) other information or consulting services that may be reasonably needed for the Project.

The ARCHITECT shall present its evaluation/recommendations to the CITY and shall discuss with the CITY alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The ARCHITECT shall reach an understanding with the CITY regarding the requirements of the Project.

Based on the Project's requirements agreed upon with the CITY, the ARCHITECT shall prepare and present for the CITY's approval a preliminary design illustrating the scale and relationship of the Project components.

The ARCHITECT shall submit to the CITY an estimate of the Cost of the Work prepared in accordance with a mutually agreed upon format

### **ii. CONSTRUCTION DOCUMENTS PHASE SERVICES**

Based on the CITY's approval of the Preliminary Evaluation/Recommendation's, , the ARCHITECT shall prepare Construction Documents for the CITY's approval. The Construction Documents shall illustrate and describe the further development of the approved Preliminary Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The ARCHITECT shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

During the development of the Construction Documents, the CITY will prepare (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the CITY and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The ARCHITECT will incorporate this information into a project manual that includes Specifications and construction drawings.

The ARCHITECT shall update the estimate for the Cost of the Work.

### **iii. BIDDING/NEGOTIATION PHASE SERVICES**

#### GENERAL

Following the CITY's approval of the Construction Documents, the ARCHITECT shall assist the CITY in (1) obtaining either competitive bids or negotiated proposals; (2) determining the successful bid or proposal, if any; and, (3) and selecting the General Contractor to award a contract for construction.

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### COMPETITIVE BIDDING

Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

The ARCHITECT shall assist the CITY in bidding the Project by

1. Attending a pre-bid conference for prospective bidders conducted by the CITY;
2. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

The ARCHITECT shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### ASSUMPTIONS

The following assumptions were used in the development of this Task Order:

- ARCHITECT does not mark-up any expenses or subcontractor costs per the current Master Services Agreement (MSA).
- Complete access to the facility will be provided.
- City will assist ARCHITECT's team to obtain access to roofs and high ceiling areas.
- Budget allowances have been included for the hazardous materials testing services and repair of wall, ceiling, and floor openings, and repair of the roof.
- This scope of work does not include zoning, setback or historical research.
- Any inspection reports, testing results and drawings possessed by the CITY will be made available to the ARCHITECT.

### OBLIGATIONS TO THE CITY

To assist in performing the activities outlined in this proposal, the CITY will provide the following:

- The CITY will coordinate access to the facility for the inspections.
- The CITY will provide all required zoning, setback and/or historical requirements.
- The CITY will arrange for employee(s) familiar with the facility to be present during the testing phase.
- Required CITY employees will be available during the preliminary inspections.

### ADDITIONAL SERVICES

The ARCHITECT will, as directed, provide additional services that are related to the project but not included within the Scope of Basic Services. These and other services can be provided, if desired by the CITY, as an amendment to this Task Order upon the mutual

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agreement of the parties. Work will begin for the Additional Services after receipt of a written notice to proceed from the CITY. Such Additional Services may include:

- Civil Engineering Services
- Additional building inspections other than those listed under Tasks A and B.

#### **Compensation**

The estimated compensation for TASK ORDER 160D01 is shown on the attached statement entitled TASK ORDER 160D01 COMPENSATION.

# **TASK ORDER 160D01**

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## **Attachment A**

**TASK ORDER 160D01 COMPENSATION BREAKDOWN**



# TASK ORDER 160D01

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### TASK ORDER160D01 COMPENSATION ARCHITECTURAL SERVICES

<b>Task</b>	<b>Subtotal</b>
Pre-Design Services	\$ 11,926.32
Preliminary and Final Design Services	\$ 8,717.36
Construction Document Preparation	\$ 21,600.12
Bidding Period Services	\$ 4,225.98
Expenses	<u>\$ 1,875.00</u>
<b>Total</b>	<b>\$ 48,344.78</b>