

AGREEMENT

between

CITY OF KEY WEST

and

WILLIAM P. HORN ARCHITECT, P.A.

ARCHITECTURAL SERVICES:

COLLEGE ROAD WORKFORCE HOUSING

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and William P. Horn Architect, P. A., 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 19-002 Architectural Services for College Road Workforce Housing, CONSULTANT's Response to RFQ dated December 10, 2019, exhibits, Works, 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 (William P. Horn Architect, P.A.).
- 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 Work.
- 1.6. **CITY:** City of Key West.

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 Works 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 RFQ 19-002 Architectural Services for College Road Workforce Housing incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated December 10, 2018 (attached as Exhibit A), incorporated by reference and made part of.

- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and CITY staff, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's Architectural Services for College Road Workforce Housing Scope of Services includes but are not limited to the following in regard to the Agreement:

TASK 1 –DEVELOPMENT/DESIGN.

- 1.1 Finalize concept plan.
- 1.2 Prepare conditional use and major development plan application and obtain approvals.
- 1.3 Conduct geotechnical investigation and report.
- 1.4 Construction documents and specifications.
- 1.5 Prepare permit applications.

TASK 2 –BID PHASE SERVICES.

- 2.1 Assist City Staff during the Bidding Phase, attend pre-bid meeting and answer questions from bidders.
- 2.2 Prepare and issue addendas as required to interpret, clarify or expand the bidding documents.
- 2.3 Review the bids and coordinate with the city staff.

- 3.2. 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 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 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 Work 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 this AGREEMENT.

- 3.5. The CITY may make or approve changes within the general Scope of Services. If such changes affect the CONSULTANT'S cost of or time required for performance of the services, an equitable adjustment shall be made.

- 3.6. The CONSULTANT shall begin services when authorized by a Purchase Order issued by the CITY and

delivered to CONSULTANT.

- 3.7. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters 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.
- 3.8. 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.
- 3.9. CONSULTANT is required to perform the Work consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Work. Where changes to any laws, codes or regulations affecting work have an 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.
- 3.10. 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.
- 3.11. 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 the duration of this project as determined by the CITY and CONSULTANT and shall be incorporated into the Agreement by an attachment that will include required milestones to be met.

- 4.1. CONSULTANT shall perform the services described in this Agreement within the time periods specified.
- 4.2. 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 Work, 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 Work 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 Work 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. Not-to-Exceed Fee of \$1,087,056.74 which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
Fee breakdown as follows:

Task 1 – Development/Design \$1,056,646.44 (Lump Sum)

Task 1 fee breakdown by subtask:

- Subtask 1.1 Finalize concept design: \$116,079.00
- Subtask 1.2 Prepare conditional use and major development plan application: \$124,643.54
- Subtask 1.3 Geotechnical investigation and report: \$10,000.00
- Subtask 1.4 Construction documents and specifications: \$638,273.90
- Subtask 1.5 Permitting: \$16,000.00

Additional Expenses and Services:

- Traffic Study: \$5,750.00
- FGBC Certification: \$85,000.00
- Cistern Design and Drawings: \$25,900.00
- FKAA Water Main Line Relocation: \$35,000.00

Task 2 - Bid Phase Service \$30,410.30 (Time and Expenses Not-to-Exceed)

5.1.1.1. If Work 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.

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. 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. Time and Expenses)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the WORK by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses.

5.1.2.2. Hourly rates for the contract (CONSULTANT AND Sub-consultants): See CONSULTANT'S Fee Proposal dated January 29, 2019 attached as Exhibit B.

5.1.2.3. A Not-to-Exceed Fee will be established for the Work. This Fee shall not be exceeded unless prior written approval is provided by the CITY.

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 fee 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, provided expenditure was previously authorized by the CITY.

5.2. REIMBURSABLE EXPENSES

5.2.1.1. Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Work, 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 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.

5.2.1.6. Identifiable testing costs approved by Contract Administrator.

5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.

5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraphs 5.2.1.1 through 5.2.1.7 is a limitation upon and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests

CONSULTANT to incur expenses not contemplated in the amount for Reimbursable Expenses, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

5.2.3. All sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. 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 identifying type of work completed 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. Time and Expenses Compensation

CONSULTANT shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. 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 the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. 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 Work.

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 to perform the Work, CONSULTANT will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid.

5.4.3. Payment will be made to CONSULTANT at:

Address: William P. Horn Architect, P.A
Attn: Bill Horn
915 Eaton Street
Key West, FL 33040

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 Work including previous reports and any other data relative to design or construction of the Work.
- 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 Work and respond in writing with any comment within the time set forth in the Work 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 Consultant.

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 Work, 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 Work 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 other work.

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 Work. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Work.

7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or

services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

7.6. SUB-CONSULTANTS

CONSULTANT may use the sub-consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY's acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and 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 indemnittees 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 RFQ 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

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. 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.

7.9.5. 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.

7.9.6. 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.

7.9.7. 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.

7.9.8. 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 Work 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 Work 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 Work 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: Bill Horn

Address: William P. Horn Architect, P.A.
915 Eaton Street
Key West, FL 33040

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 Work 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 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 Work 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'S Response to Request for Proposal; Exhibit B – CONSULTANT'S Fee Proposal*

7.27. COUNTERPARTS

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

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

By: CITY OF KEY WEST

James Scholl
James Scholl, City Manager

By: CONSULTANT

[Signature]
(Signature)

WILLIAM P. HORN
(Print Name and Title)

25TH day of FEBRUARY, 2019

22 day of FEBRUARY, 2019



Wendy Smith
Wendy Smith, City Clerk

Attest:
[Signature]
(Signature)
ELIZABETH IGNOFFO
CONTRACT & PERMIT ENGINEER
(Print Name and Title)

26 day of Feb, 2019

EXHIBIT A: Consultant's Response to RFQ #19-002

EXHIBIT B: Consultant's Fee Proposal dated January 29, 2019

PROPOSAL FOR PROFESSIONAL SERVICES

FEE PROPOSAL

(Exhibit B)

Architectural & Engineering Design Services

College Road Workforce Housing Project

5220, 5224, 5228 & 5230 College Road

Stock Island, Florida

Prepared for

City of Key West Engineering Services Department

January 29, 2019

William P Horn Architect, PA

915 Eaton Street

Key West, Florida 33040

305-296-8302

BACKGROUND AND OBJECTIVES

This task order is for designing and developing construction documents and specifications for 104 new workforce housing units and site work.

This task order includes the following components:

- Finalize concept plan and overall project (subject to review/approval by city) to provide up to 104 units of workforce housing.
- Prepare Conditional Use Application and obtain Major Development Plan/City Planning Board approval and City Commission approval subject to review by State Department of Economic Opportunity (DEO) and the Housing Authority of Key West. Conduct studies (e.g., tree survey, traffic study) as required to support application..
- Conduct geotechnical investigation of site as necessary to support design/construction.
- Complete design and prepare specifications and construction drawings for project compliant with applicable City building codes and FEMA, geotechnical, civil, architectural, electrical, environmental, DEO (including Action Plan for Disaster Recovery design requirements), FGBC, etc. Construction drawings signed/sealed by discipline-specific Professional Engineers and Architects. Development based on HDR_1 zoning.
- Ensure that the design accommodates Flood Zone requirements applicable to the site; Flood Zones AE 9', AE 10', and VE 11 are present at the site.
- Coordinate with, prepare permit applications and determine impact fees for access and utility service/relocation to the facility including, but not limited to, Florida Keys Aqueduct Authority (transmission main relocation and water service, Keys Energy Service (electrical), Key West Resort Utilities (sanitary sewer), Florida Department of Transportation (right-of-way access), etc..
- Bid phase services.
- Construction Administration phase services (scope of services to be determined following completion of Task 1).

SCOPE OF WORK

TASK 1 –DEVELOPMENT/DESIGN.

- 1.1 Finalize Concept Plan.
 - A. Obtain input from all sub- consultants, building official, fire department, FEMA coordinator, City Planner, City Engineer and Utility Companies.
 - B. Conduct FGBC meeting to finalize the checklist and final certification point amounts desired and or required.
 - C. Finalize Concept Plan, including Site Plan, Floor Plans, Elevations and Conceptual Sections.
 - D. Update the construction cost estimates.
 - E. Review with City Staff for approval.

- 1.2 Prepare Conditional Use and Major Development Plan Application and obtain approvals.
 - A. Prepare application submittal package, including applications, required design drawings, traffic study, vegetation survey, agency coordination letters and any other requirements necessary to submit the package for review.
 - B. Review submission package with the City Staff for approval.
 - C. Attend DRC, Tree Commission, Planning Board and City Commission meetings as required.
 - D. Revise and or add any additional information or requirements required in order to obtain all approvals.

- 1.3 Conduct Geotechnical Investigation and Report.
 - A. Conduct geotechnical investigation as required in order to design the buildings foundations for the soil conditions of the site and perform perk tests to determine soil conditions for drainage design.
 - B. Provide a report.
 - C. Review report with City Staff for approval.

- 1.4 Construction Documents and Specifications.
 - A. Design Development.
 1. Develop the design in order to finalize selection of all architectural, structural, electrical, mechanical, plumbing, fire alarm and fire sprinkler, civil, landscape systems.
 2. Update the FGBC checklist.
 3. Update the construction cost estimate.
 4. Review with City Staff for approval.
 - B. Construction Documents and Specifications.
 1. Develop and finalize the construction documents and specifications as required to be able to bid to contractors and submit to the building department and any other agencies and utility companies for approval and permits.
 2. Update the FGBC checklist.
 3. Update the construction cost estimate.
 4. Review with the City Staff for approval.

- 1.5 Prepare Permit Applications.
 - A. Prepare permit applications as required.
 - B. Determine impact fees.

TASK 2 –BID PHASE SERVICES.

- 2.1 We shall assist the City Staff during the Bidding Phase, attend pre-bid meeting and answer questions from bidders.
- 2.2 We shall prepare and issue addendums as required to interpret, clarify or expand the bidding documents.

2.3 We shall review the bids and coordinate with the City Staff.

TASK 3 – CONSTRUCTION ADMINISTRATION PHASE SERVICES.

Schedule: To be determined. Scope of services to be determined following completion of Task 1 and 2.

3.1 Shop Drawing Review – We shall review all shop drawings supplied by Contractor for conformance with the architectural/engineering design concept of the project and information given in the contract documents. Review of any shop drawing is limited to general design concepts and general compliance with the information in the construction plans and specifications.

3.2 Limited Construction Observation – We shall provide limited construction observation services as shown below:

- We shall provide project representation by staff to determine, in general, if it is proceeding in accordance with the contract documents and permit conditions.
- We will as a minimum attend the pre-construction meeting, review shop drawings, review draw requests, answer questions through the construction period and provide clarification drawings if needed, go to onsite construction meetings every other week (on average) and go to any other special or additional meetings as required (it is assumed that the City will have someone going to the site on a more regular basis than the architect to inspect the project) and help create the final punch list.

TASK 4 –PROJECT CLOSEOUT.

2.1 Coordinate with the contractor to obtain all of their recorded as-built drawings.

2.2 Draft any revisions from the original drawings that the contractor recorded in the as-built drawings and provide the City with stamped Record Drawings.

ASSUMPTIONS

1. The City will provide the architect all existing conditions documents and survey of the property.
2. The City will provide existing building asbestos and lead survey and report.
3. The City will pay for all application, impact and permit fees.
4. The fire sprinkler system design will be in the form of a signed and sealed shop drawing provided by the contractors Florida registered engineer and will be reviewed by our MEP Engineer. Our engineer will provide a basic conceptual layout of the major piping and risers.

5. The City will provide their standard front end of the Project Manual and we will provide the technical specifications as required for the project.
6. The relocation of the main water transmission lines on the site will be additional services if the FKAA is not doing the construction documents themselves. The fee will include design, construction documents and specifications, permitting, bidding, construction administration and as-built drawings.
7. If the FEMA flood maps change prior to us finalizing the project documents any revisions necessary because of the changes to the maps will be additional services. Note: There is going to be changes to the FEMA flood maps that could happen as early as late 2019 or sometime in 2020, but it is unknown at this point when they will change or what the changes will be.

COMPENSATION

The fees per discipline are as follows:

Architectural= \$768,805.64
 Structural Engineering= \$168,500.00
 MEP Engineering= \$85,500.00
 Sub-total= \$1,022,805.64
 Civil Engineering= \$61,560.00
 Landscape Architectural & Irrigation Design= \$56,600.00
 Planning= \$24,652.00
 Sub Total Architectural & Engineering Fee= \$1,165,617.64

Additional Services:

1. Traffic Study= \$5,750.00
 2. Geotechnical Investigation & Report= \$10,000.00
 3. FGBC Certification= \$85,000.00
 4. Cistern Design and drawings= \$25,900.00
 5. FKAA Water Main Line Relocation= \$35,000.00
 Sub Total Additional Services Fee= \$161,650.00

Total Fee= \$1,327,267.64

COMPENSATION (FEE) PER TASK:

Task 1 – Development/Design (lump sum compensation)

1.1 Finalize Concept Design

Architectural: \$54,078.00
 Structural Engineering: \$16,175.00
 MEP Engineering: \$7,000.00
 Civil Engineering: \$10,000.00
 Landscape Architectural: \$16,500.00

Planner: \$12,326.00
Sub-total: \$116,079.00

1.2 Prepare Conditional Use and Major Development Plan Application

Architectural: \$81,117.54
Structural Engineering: \$8,500.00
MEP Engineering: \$3,000.00
Civil Engineering: \$6,400.00
Landscape Architectural: \$13,300.00
Planner: \$12,326.00
Sub-total: \$124,643.54

1.3 Geotechnical Investigation and Report
\$10,000.00

1.4 Construction Documents and Specifications

A. Design Development

Architectural: \$140,261.20
Structural Engineering: \$32,900.00
MEP Engineering: \$15,000.00
Civil Engineering: \$10,200.00
Landscape Architectural: \$4,650.00
Sub-total: \$203,011.20

B. Construction Documents and Specifications

Architectural: \$305,587.70
Structural Engineering: \$74,025.00
MEP Engineering: \$36,000.00
Civil Engineering: \$15,000.00
Landscape Architectural: \$4,650.00
Sub-total: \$435,262.70

1.5 Permitting

Architectural: \$10,000.00
Structural Engineering: \$2,000.00
MEP Engineering: \$2,000.00
Civil Engineering: \$2,000.00
Sub-total: \$16,000.00

Task 2 – Bid Phase Service (time and expense compensation with not to exceed fee's as listed below)

Architectural: \$15,065.30
Structural Engineering: \$6,225.00
MEP Engineering: \$4,500.00

Civil Engineering: \$2,120.00
Landscape Architectural: \$2,500.00
Sub-total: \$30,410.30

Task 3 – Construction Administration Phase Services (time and expense compensation with not to exceed fee's as listed below)

Architectural: \$155,195.90
Structural Engineering: \$24,675.00
MEP Engineering: \$11,500.00
Civil Engineering: \$10,840.00
Landscape Architectural: \$7,500.00
Sub-total: \$209,710.90

Task 4- Project Closeout (lump sum compensation)

Architectural: \$7,500.00
Structural Engineering: \$4,000.00
MEP Engineering: \$6,500.00
Civil Engineering: \$5,000.00
Landscape Architectural: \$5,500.00
Sub-total: \$28,500.00

Additional Expenses:

1. Traffic Study: \$5,750.00
2. Geotechnical Investigation and Report: \$10,000.00
3. FGBC Certification: \$85,000.00
4. Cistern Design and Drawings: \$25,900.00
5. FKAA Water Main Line Relocation: \$35,000.00

Reimbursable expense:

1. Reimbursable expenses as noted in the contract.
2. Sub-consultant Site Visits: (for out of town sub-consultants)

Structural Engineer: \$3,925.00/visit

MEP Engineer: \$2,500.00/visit

Landscape Architect/Irrigation Engineer: \$2,500.00/visit

Hourly Rates: See exhibit "C"

Preliminary Project Schedule: See exhibit "D"

EXHIBIT 'C'

CONSULTANT'S HOURLY RATES

List of Subcontractors:

Civil Engineer – Perez Engineering & Development, Inc.
Structural Engineer – Atlantic Engineering Services
MEP Engineer – Innovative Engineering Group
Land Use Planner – Trepanier & Associates, Inc.
Landscape Architect – Landwise Design Inc.
Traffic Engineer – KBP Consulting Inc.
Environmental Consultant – Terramar Environmental Services Inc.
Sustainability Consultant – Trifecta Construction Solutions

Our Standard hourly rates are as follows:

Architect:

Principal Architect	\$250.00/hr
Architect	\$175.00/hr
Intern Architect	\$150.00/hr
Draftsperson	\$110.00/hr

Civil Engineer:

Principal	\$220.00/hr
Senior Engineer	\$195.00/hr
Project Engineer	\$115.00/hr
Designer	\$95.00/hr

Structural Engineer:

Principal	\$193.00/hr
Associate Principal	\$178.00/hr
Senior Project Engineer/Senior Project Manager	\$165.00/hr
Project Engineer/Project Manager	\$145.00/hr
Engineer/Structural Designer	\$132.00/hr
CADD/BIM Technician	\$102.00/hr
Administrative	\$72.00/hr

MEP Engineer:

Engineer	\$170.00/hr
Drafting	\$85.00/hr

Land Use Planner:

Principal Planner	\$350.00/hr
Senior Associate	\$190.00/hr
Associate	\$150.00/hr
Technical / Clerical	\$90.00/hr

Landscape Architect:

Landscape Architect	\$200.00/hr
Landscape Designer/Planner	\$165.00/hr
Draftsman	\$100.00/hr
Clerical	\$50.00/hr

EXHIBIT 'C'

CONSULTANT'S HOURLY RATES

Traffic Engineer:

Principal Engineer/Senior Project Engineer	\$195.00/hr
Registered Engineer	\$175.00/hr
Engineer Intern	\$125.00/hr
CADD Technician	\$95.00/hr
Administrative Assistant	\$65.00/hr

Sustainability Consultant:

Principal	\$200.00/hr
Project Manager	\$125.00/hr
Research Associate	\$75.00/hr
Office Manager	\$45.00/hr

COLLEGE ROAD AFFORDABLE HOUSING PRELIMINARY SCHEDULE - EXHIBIT 'D'

