

EXECUTIVE SUMMARY



TO: Jim Scholl, City Manager
FROM: Mark Z. Finigan
Assistant City Manager - Administration
DATE: March 26, 2012
SUBJECT: Angela Street Fire Station & Site Improvements
mbi/k2m – Task Orders 6 - 11

Action statement:

This resolution will authorize the City Manager to execute Task Orders 6 through 11 with the architectural firm of mbi/k2m Architecture Inc. for the planning, design, contract administration and contract closeout services required for the construction of a replacement stand-alone Fire Station #2, to include adjoining site development and bus shelter. Approval for Task Orders 6 through 11 will be made pursuant to Resolution 08-253, approved September 16, 2008, an agreement made between the City of Key West and mbi/k2m Architecture, Inc., and subsequently extended pursuant to Resolution 12-070.

The lump sum value for Task Orders 6 – 11 is \$175,750 with an additional allowance of \$47,000 for reimbursable expenses.

Scope of Services under Task Orders 6 - 11:

The scope of the project is for a stand-alone fire station with an addition utilizing the current design public restrooms on the first floor and storage on the second with an open exterior stair for egress, attached to the Fire Station. Site development will include full landscaping and hardscape designs with irrigation, site lighting and a bus shelter, utilizing the Scheme Two Phase One Angela Street Development Study Site Plan, dated January 10, 2012 as the basis of design. The CONSULTANT shall use the current design completed Construction Documents and Specifications, dated March 1, 2010, with revisions as noted herein to complete the Scope of Work.

General Program Requirements:

- Energy efficient building and systems in accordance with Florida Energy Conservation Code, 2010
- Florida Building Code 2010 compliance

- Construction Documents (24" x 36") and Book Specifications
- Site Design and Engineering:
 - Stormwater design to utilize existing storm water wells where permitted by City Code
 - Provision of infrastructure to establish electric vehicle charging stations
 - Accommodation of HVAC and generation equipment on site, building and interiors
- Fire Station:
 - Structure / façade to remain precast architectural concrete. The existing North and East facades will remain as designed; all others will need to be reconfigured to serve as exterior walls for the free standing building in precast concrete
 - Existing first and second floor plans to remain as originally designed with minor reconfiguration at the second level to provide access to second floor storage above the public restrooms
- Bus Shelter:
 - Either prefab unit or site constructed, 250 to 500 square feet
- As built record drawings of all structures and systems

TASK ORDER #6 – SCHEMATIC DESIGN

The CONSULTANT shall provide Schematic Design Documents based on the aforementioned Scope of Work and mutually agreed-upon schedule and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components for approval through the City process (HARC, Tree Commission, DRC, Planning, and City Commission). The Schematic Design Documents shall include an architectural site plan, civil engineering, landscape and irrigation design, preliminary building plans and elevations, and four exterior renderings. Preliminary selections of major building systems and construction materials shall be noted on the drawings and / or described in writing.

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TASK ORDER #7 – DESIGN DEVELOPMENT

The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall illustrate and describe the refinement of the design of the Project as approved through the City process by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

A final code analysis is completed for inclusion in the Project Manual.

The site design is refined, the plans, sections, elevations, etc. are drawn to scale, principle dimensions are noted, the structural system is laid out, and major mechanical and electrical components and distribution routes are located. Critical interior spaces are drawn and elevated for review.

Upon completion of the Design Development phase, the A/E shall provide copies of the Design Development documents to the Owner for review and written approval.

Upon completion of the Design Development phase the CONSULTANT shall prepare and submit, for the Owner's approval, a detailed estimate of the Cost of the Work. In establishing the detailed estimate of the Cost of the Work, the CONSULTANT shall include reasonable contingencies for design, bidding, and price escalation and determine, in conjunction with the Owner, the materials, equipment, component systems, and types of construction to be included in the Contract Documents. The CONSULTANT shall review any difference between the Construction Budget and the detailed estimate of the Cost of the Work, identify reasons for any difference, and recommend means to adjust the estimate to approved budget expectations or increase the project budget.

TASK ORDER #8 – CONSTRUCTION DOCUMENTS

The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

TASK ORDER #9 – BIDDING AND PERMITTING

Initiation and completion shall be by written direction of Owner

COMPETITIVE BIDDING

Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Prevailing Wage determinations, Specifications and Drawings, or as specifically designated by Owner in accordance with their lawfully applicable standards.

If requested by the Owner, the CONSULTANT shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the CONSULTANT for such expenses.

The CONSULTANT shall consider requests for substitutions, permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

The CONSULTANT shall participate in a pre-bid conference for prospective bidders. CONSULTANT has allocated a maximum of ONE (1) pre-bid conference for a total of FOUR (4) hours to this effort.

The CONSULTANT shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda. CONSULTANT has allocated a maximum of TWENTY-FOUR (24) hours to this effort.

The CONSULTANT shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal. CONSULTANT has allocated a maximum of FOUR (4) hours to this effort.

PERMITTING

The CONSULTANT shall submit to jurisdictional authorities such sets of the Drawings and Specifications as they may require for approval, together with any necessary completed applications. Submission includes all signed and sealed documents.

Written responses to jurisdictional / legal reviews or inquiries (i.e. state and local building code officials)

TASK ORDER #10 – CONSTRUCTION ADMINISTRATION

Initiation and completion shall be by written direction of Owner

GENERAL ADMINISTRATION

The CONSULTANT shall provide administration of the Contract between the Owner and the Contractor(s) as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the CONSULTANT.

The CONSULTANT's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the CONSULTANT shall be entitled to a Change in Services when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

The CONSULTANT shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the Owner and CONSULTANT with consent of the Contractor, which consent will not be unreasonably withheld.

The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

The CONSULTANT shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The CONSULTANT's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either.

The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the CONSULTANT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

CONSULTANT has allocated a maximum of ONE-HUNDRED THIRTY (130) hours to this effort.

EVALUATIONS OF THE WORK

The CONSULTANT, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the CONSULTANT, to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed,

(2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The CONSULTANT shall record the progress of the Project and provide written reports to the Owner on a monthly basis, unless otherwise agreed in writing. Such reports shall include, but are not limited to, information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion, workers on site at time of visit, weather conditions, conditions of the site, and with whom deficiencies were communicated to.

The CONSULTANT shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the CONSULTANT about matters arising out of or relating to the Contract Documents. Communications by and with the CONSULTANT's subconsultants shall be through the CONSULTANT.

The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

CONSULTANT has allocated the following per discipline for site evaluations:

- A maximum of TWENTY (20) site visits for a total of THIRTY (30) hours for Architectural Scope of Work;
- A maximum of THREE (3) site visits for a total of SIX (6) hours for Civil Engineering Scope of Work;
- A maximum of FOUR (4) site visits plus one trip to Homestead to review plant material prior to delivery for a total of TWENTY-FOUR (24) hours for Landscape Scope of Work;
- A maximum of ONE (1) site visit for a total of TWO (2) hours for Irrigation Scope of Work;
- A maximum of TWO (2) site visits with two engineers for a total of TWELVE (12) hours for Mechanical, Plumbing, Electrical, Fire Protection, and Technology Scope of Work;
- A maximum of TWO (2) site visits for a total of SIX (6) hours for Structural Scope of Work.

CERTIFICATION OF PAYMENTS TO CONTRACTOR

The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT's certification for payment shall constitute a representation to the Owner, based on the CONSULTANT's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

SUBMITTALS

The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the

activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the CONSULTANT's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

CHANGES IN THE WORK

The CONSULTANT shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

The CONSULTANT shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the CONSULTANT shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the Owner's approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

The CONSULTANT shall maintain records relative to changes in the Work.

TASK ORDER #11 – PROJECT CLOSEOUT

Initiation and completion shall be by written direction of Owner

PROJECT COMPLETION

The CONSULTANT shall conduct inspections to determine the date of Substantial Completion and the date of final completion and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The CONSULTANT's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, the CONSULTANT shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

The CONSULTANT shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) documentation of warranties, terms & conditions.

CONSULTANT has allocated a maximum of TWO (2) site meetings for a total of SIX (6) hours to this effort.

POST OCCUPANCY

The CONSULTANT shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

Upon request of the Owner and/or prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner. CONSULTANT has allocated a maximum of TWO (2) site visits for a total of FOUR (4) hours to this effort.

RECORD DOCUMENTS

The CONSULTANT shall revise the Construction Documents and related electronic files with the information contained on the As-Built Documents submitted by each Contractor and may rely on the accuracy of the as-built information provided by the Contractor.

The CONSULTANT shall label the revised Conformed Documents and related electronic files as "Record Documents" and reflect the date of the A/E's incorporation of the As-Built Documents.

The CONSULTANT shall furnish to the Owner one set of Record Documents in the form of reproducible documents correctly marked to show the Project as completed, one set of all other Record Documents showing the Project as completed in the form of paper documents, and one set of all Record Documents showing the Project as completed in the form of the related electronic files.

The Record Documents, to the best of the A/E's knowledge based upon the As-Built Documents delivered to the A/E by the Contractors and the A/E's observations during the progress of the Project, shall detail the actual construction of the Project and contain such annotations by the A/E as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the Conformed Documents.

FEE STRUCTURE AND METHOD OF PAYMENT

Total Fee required for the completion of all deliverables, consultation and attendance of meetings as described for Task Order 6 through 8 shall be Lump Sum Fee of \$128,700. An allocation of \$32,000 for reimbursable expenses in addition to the Lump Sum Fee should be established for Task Orders 6 through 8.

Total Fee required for the completion of all deliverables, consultation and attendance of meetings as described for Task Orders 9 through 11 shall be a Lump Sum Fee of \$47,050. An allocation of \$15,000 for reimbursable expenses in addition to the Lump Sum Fee should be established for Task Orders 9 through 11.

Task Orders 6 through 11 shall represent the following percentages of the Lump Sum Fee indicated above and shall be paid to the CONSULTANT in an amount equivalent to the percentage in dollars or portion thereof upon successful completion of the tasks determined by the Owner in writing after presentation of invoices by the CONSULTANT.

Task Order # 6:	28 % or \$ 48,550
Task Order # 7:	20 % or \$ 35,900
Task Order # 8:	25 % or \$ 44,250
Task Order # 9:	03 % or \$ 5,500
Task Order # 10:	20 % or \$ 35,400
Task Order # 11:	04 % or \$ 6,150

Financial Considerations:

Funding for Task Orders 6 and 11 has been appropriated in the Capital Projects Fund, specifically Project Number GN0905, New City Hall.

Recommendation:

Authorize the City Manager to execute Task Orders 6 through 11 with the architectural firm of mbi/k2m Architecture Inc. for the planning, design, contract administration and contract closeout services required for the construction of a replacement stand-alone Fire Station #2, to include adjoining site development and bus shelter.