

RESOLUTION NO. 12-353

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING CHANGE ORDER #1 TO MICHAEL MILLER, ARCHITECT FOR ADDITIONAL DESIGN/TECHNICAL SERVICES FOR THE SEXTON'S HOUSE IN THE CITY CEMETERY IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$6,687.50; APPROVING NECESSARY BUDGET AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a Request for Quote for the design of a new Sexton's House in the City Cemetery and awarded the project to Michael Miller in the total amount of \$18,750.00, as detailed in the Consulting Agreement for design dated May 1, 2012; and

WHEREAS, City staff recommends authorization for additional design and technical services and expenses, to improve/expand the scope of work;

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

Section 1: That Change Order #1 to the Consultant Agreement between the City and Michael Miller, Architect, for additional design/technical services and reimbursable expenses for the Sexton's House is hereby approved in an amount not to

exceed \$6,687.50 (total project cost not to exceed \$25,437.50).

Section 2: That the City Manager is authorized to execute contractual documents that are consistent with the approval granted herein, with the advice and consent of the City Attorney.


Section 3: That necessary budget transfers to PO #71921 from Account #101-1905-6200 are hereby approved.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 4th day of December, 2012.

Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of December, 2012.

Filed with the Clerk on December 5, 2012.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

Date: November 15, 2012
To: Bob Vitas, City Manager
From: Karen Olson, Special Projects Designer
CC: David Fernandez, ACM
Mark Finigan, ACM
Doug Bradshaw, Senior Project Manager
Subject: **Authorize Change Order #1 in the amount of \$6,687.50 to Michael Miller, Architect.**

Action Statement

This Resolution authorizes Change Order #1 for additional design / technical services and reimbursable expenses for the Sexton's House to Michael Miller, Architect.

Background

The City of Key West issued a Request for Quote for the design of a new Sexton's House located in the City Cemetery on January 15, 2012. The respondents quoted on the design of a single story, 950 square foot, building that was to include a Sexton's office, bereavement room, archival space, ADA restroom and storage.

Four local Architectural firms submitted pricing with Michael Miller Architect coming in as low bid at \$18,750.00. The City and Michael Miller entered into a Consulting Agreement for design dated May 1, 2012.

Purpose and Justification

During the conceptual design process it was determined that creating a story and half structure would provide much needed document storage. The increase in building cost would be minimal, approximately 25%. This scope change also increases the design effort by 25% or \$4,687.50.

The Consulting Agreement did not include post design services but did include

Key to the Caribbean – Average yearly temperature 77° F.

M E M O R A N D U M

the ability to add these services based on negotiated hourly rates. In the best interest of the City, we are adding \$1,000.00 for these services. Post design services will include bid analysis, contract and submittal review and site observation. These services will not exceed the proposed \$1,000.00.

There are also reimbursable expenses that were not covered in the original purchase order that are allowed by the Consultant agreement. As of October 2012 we have accrued \$388.00 in reimbursable expenses which mainly comprise of printing costs. We foresee up to \$1,000.00 in reimbursable expenses for this project.

Per the attached request from Michael Miller Architect dated November 7, 2012 we are requesting an increase of \$6,187.50 for increase in design scope, post design services and reimbursable expenses. We are also requesting \$500.00 to cover reimbursable expenses to date for a total change order of \$6,687.50.

The increase in fees was negotiated between Mark Finigan, ACM and Michael Miller, Architect. We request that the City Commission ratify this change order.

Options

Option #1 Approve proposed change order #1 to Michael Miller, Architect for additional design / technical services and reimbursable expenses in the amount of \$6,687.50.

Option #2 Reject proposed change order #1.

Financial Issues

The City will transfer \$6,687.50 to PO #71921 from account 101-1905-6200.

Recommendation

Staff recommends option #1, Approve proposed change order #1 to Michael Miller, Architect for additional design / technical services and reimbursable expenses in the amount of \$6,687.50.

MICHAEL MILLER ARCHITECTS

November 7, 2012

Rod Delostrinos
Deputy Director of Community Services
City of Key West
3140 Flagler Avenue
Key West, Florida

RE: Architectural Fee Revision in Connection with the Increased Scope of Work of Architectural Services for the New City Sexton's House

Dear Mr. Delostrinos,

Karen Olson requested that I revise my proposal for performing work beyond the scope of my original contract on the new Key West Sexton's House. Please refer to my letter to you dated October 3, 2012 for a description of the increase in scope of work I am undertaking.

Reflecting the increase in scope of work I propose I be compensated an additional amount of \$6,187.50 to be used as follows: 1) \$4,687.50 for the completion of construction documents (Drawings and Specifications), 2) \$1,000 for consulting services in connection with bidding and construction observation, and 3) \$500 for expenses (printing, postage, etc.).

With respect to the use of the \$1,000 I propose it be distributed among tasks closely related to the ultimate exterior appearance of the building to the public:

- A. Bidding: One (1) hour to answer bidder's questions, analysis of the bids, and one meeting with the City.
- B. GC Contract: One (1) hour to check the construction contract prior to signing against the construction documents and to prepare recommendations to the city.
- C. Specified Submittals: Two (2) hours to review the following:
 - 1. Exterior moldings and columns.
 - 2. Roofing materials.
 - 3. Windows.
 - 4. Exterior paint colors and details of the family room.
- D. On Site Observation: Four (4) hours, as follows:
 - 1. To check positioning and sizing of window and door openings.
 - 2. To check installation of exterior columns and moldings.
 - 3. At punch listing.

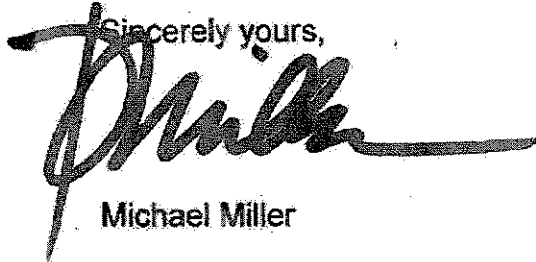
On-site observation will consist of answering contractor's and city staff's questions, providing clarifying drawings if necessary, and photographing and documenting the work. In the event that I don't use up the allotted time on one item (e.g., checking the construction contract), I will be available to use the time on subsequent work.

11-7-12

The time allocated above is insufficient to provide full construction administration services and therefore the following services are not included: All construction administration services as specified in the 2007 AIA A107 Owner-General Contractor Construction Contract for Projects of Limited Scope other than those listed above; all structural or MEP engineering inspections, time needed to address errors or omissions by the general contractor or problems caused by changes to the design that I was not consulted about, time requested by the city for work outside of my scope of contract (variance work, etc.), and work needed to address unforeseeable conditions. Beyond this, I would be pleased to assist the city in connection with the project in meetings in my office on a Pro Bono basis provided they are of reasonable length and frequency.

I look forward to moving forward on this project.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael Miller", with a long horizontal flourish extending to the right.

Michael Miller

C/c Karen Olson, City Project Manager

CONSULTING AGREEMENT

This Agreement is entered into this 15th day of MAY, 2012, by and between the City of Key West, Florida, a Florida municipal corporation with mailing address of P.O. Box 1409, Key West, Florida 33041 ("hereinafter City") and Michael Miller Architects, Inc., a Florida corporation, with mailing address of 517 Duval Street Suite 200, Key West, Florida 33040 (hereinafter "Consultant").

WHEREAS, the City and Consultant mutually desire to enter into a consultant agreement whereby Consultant will provide professional architectural services for the City of Key West Cemetery Sexton's Office.

WHEREAS, CITY desires to engage Michael Miller Architects, Inc., to provide the Services specified herein, and those listed in the February 15, 2012 Request for Quote (Exhibit A) issued by the City of Key West and Michael Miller Architects, Inc., Proposal (Exhibit B), dated March 08, 2012.

ARTICLE 1: SCOPE OF SERVICES

1. Consultant's Basic Services are: Pre-design Programming; Site Measured Drawings as needed, Conceptual and Schematic Design; HARC Review; Design Development; Working Drawings and Specifications.

A. PRE-DESIGN SERVICES

- 1.) **Tour:** Tour of existing building and Surrounding site with staff.
- 2.) **Programming**
 - a. Interviews on site with staff to determine Quantitative and qualitative needs and
 - b. Measurement and photography of existing facilities and site as needed.
 - c. Preparation of written mission and space and equipment program.
 - d. Follow-up calls and emails and meeting as needed.
- 3.) **Zoning Analysis:** Analysis of zoning ordinance and FEMA application. Meeting with city planning staff to confirm accuracy and process.

Hourly, Not To Exceed \$1,200 (For All of Pre-Design Work)

B. SCHEMATIC DESIGN

1.) Concept Design:

Rough sketches of the depicting site use, floor Planning, massing, and elevations; presentation will be made at the Architect's office using hand drawings. Additional sketches will be made if requested. Upon approval of a concept direction design work will move into Schematic Design.

Hourly, Not To Exceed \$1,800

2.) Schematic Design

Presentation of CAD drawings for sexton review and approval. Materials prepared include the following:

- Site Plan
- Floor Plan
- Exterior Elevations
- Building Sections
- Outline Specification
- Preliminary Construction Cost Estimate (from two General Contractors)

Hourly, Not To Exceed \$2,500

C. PLANNING APPROVALS

1.) HARC

Preparation of HARC presentation, including required photos, application and drawings, using city approved schematic drawings. Stand-up presentation to the commission.

Hourly, Not To Exceed \$1,250

2.) Other Approvals

All other planning department approvals such as variances are not included, but we will be pleased to assist the city on an hourly basis as an additional service.

Hourly, As Required (Extra Charge)

D. CONSTRUCTION DRAWINGS AND SPECIFICATIONS

Sealed working drawings and specifications of the building shell as required for building permit and bidding, including:

1.) Basic Shell

- Site Plan
 - Storm Drainage Plan
 - Floor Plans
 - Demolition Plan
 - Roof Plan
 - Exterior Elevations
 - Building Sections
 - Exterior Architectural Details
 - Structural Plans and Details
 - Mechanical/Electrical/Air Conditioning Plans and details including Energy and Load Calculations, Circuit and Equipment Schedules; Riser Diagrams
 - Sixteen Part Specifications (Use of city outline)
 - Supplementary Conditions
- County-Required Notices of Acceptances

2.) Finishes Fixtures and Finishes (FF&E)

This work consists of selecting and specifying Lighting and other electrical items, plumbing fixtures, kitchenette and bathroom cabinets, millwork, wall, ceiling and floor finishes, door and window finishes and other fixed interior items and will involve preparation of:

- Interior Elevations
 - Reflected Ceiling Plan
 - Millwork and Casework Details
 - Kitchenette and Bathroom Plans and Elevations
 - Finish Schedule and Details
 - Lighting and devices schedule
 - Plumbing Fixture Schedule
- Paint and Color Schedule

Hourly, Not To Exceed \$12,000 Hourly (For All of Pre-Design Work)

2. Additional Services beyond Consultant's Basic Services described above may be provided if confirmed in writing by City and accepted in writing by Consultant.

3. Excluded Services are not a part of Consultant's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: City or regulatory permitting; subsurface conditions; soil issues (including suitability for plant material, soil content, level of compaction), Bid and Award and Construction Administration.

4. Consultant agrees to provide its professional services in accordance with generally accepted standards of its profession.

ARTICLE 2: CITY'S RESPONSIBILITIES

1. City agrees to provide Consultant with all information, landscape design, design of utilities connections, site drainage, topography and existing site vegetation surveys, reports, and professional recommendations and any other related items requested by Consultant in order to provide its professional services. Consultant may rely on the accuracy and completeness of these items.
2. City shall furnish the services of the following consultants: Planner.
3. City agrees to advise Consultant of any known or suspected contaminants at the Project site. City shall be solely responsible for all subsurface soil conditions.
4. City will obtain and pay for necessary ground penetrating radar services to locate any human remains adjacent to the construction site.
5. City shall furnish certain construction administration and bidding assistance services.
6. City agrees to provide the items described in Article 2.1 and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.

ARTICLE 3: ESTIMATED SCHEDULE

Consultant shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. At a minimum, the Consultant shall submit the appropriate HARC application no later than 60 days from the date this Agreement is entered into. Subsequent submission to the City of Article 1. (D) Construction Drawings and Specifications shall be made no later than 60 days from HARC approval.

ARTICLE 4: COMPENSATION AND PAYMENTS

1. FEE STRUCTURE

A. RETAINER AND HOURLY BILLINGS

- 1.) A \$3,000 retainer will be due upon commencement of work. This will be applied to the last two billings for construction documents.
- 2.) Unless the work is contracted for a fixed price, hourly billings will be as follows.
 - a. Consultation, design, inspections for contractor Payment representation before municipal agencies, Negotiations and other Principal Architect's work. \$160/hour
 - b. Assistance with inspections, design coordination, special research, project administration and other Assistant architect's of designer's tasks. \$80/hour
 - c. Skilled computer aided design work, design, measurements, research, and other professional tasks. \$55 hour
 - d. Drafting, office work, model-making, technical research and filing, and general assistance with office architectural tasks. \$45/hour

2. PAYMENT TERMS

Billings will be as follows:

- 1.) The retainer will be due upon notification to proceed with work.
- 2.) According to a schedule for Lump Sum work.
- 3.) Consultant shall bill City for Basic and Additional Services and Reimbursable Expenses once a month. Such invoices shall be due and payable by the City upon receipt and are past due forty-five (45) from invoice date.

ARTICLE 5: TERMINATION

1. Either City or Consultant may terminate this Agreement upon seven days written notice.
2. If terminated, City agrees to pay Consultant for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
3. Upon not less than seven days' written notice, Consultant may suspend the performance of its services if City fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to City's nonpayment.

ARTICLE 6: DISPUTE RESOLUTION

City and Consultant agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE 7: USE AND OWNERSHIP OF CONSULTANT'S DOCUMENTS

Upon the parties signing this Agreement, Consultant grants City a nonexclusive license to use Consultant's documents as described in this Agreement (Exhibit C), provided City performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Consultant, including but not limited to, drawings and specifications, become property of the City once payment is made to Consultant for those instruments.

ARTICLE 8: INDEMNIFICATION

Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent, with respect to those

acts or omissions of the Consultant as they relate to those design services and products provided herein.

ARTICLE 9: CONFLICTS OF INTEREST

Consultant must disclose any potential conflict of interest to City in advance of any agreement or be subject to cancellation of fees. Other than as is discussed and agreed to by both parties, Consultant will prioritize all projects to ensure that there are no conflicts of interest that may arise during the course of business. In addition, both parties will keep all correspondence and work product confidential and private and may not release any of it without the written consent of the other party. This scope of work agreed to by this agreement for professional services will be subject to the direction of City. Both parties must agree to any changes to this agreement.

ARTICLE 10: BENEFITS.

Neither Consultant nor its agents or employees shall be considered employees of the City and shall not accrue any of the customary benefits of City employees, including, but not limited to: annual (vacation) leave, sick leave, holiday leave, pension benefits and health insurance.

ARTICLE 11: GENERAL PROVISIONS

This Agreement is the entire understanding of the parties. It shall be binding upon the parties and may not be amended except by a writing signed by the parties. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected by such ruling, and shall remain in full force and effect. This Agreement shall be governed by the laws of Florida.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this

1ST day of MAY 2012.



Michael Smith
City Clerk

CITY OF KEY WEST, FLORIDA

By: JK Scholl
Jim Scholl, City Manager

MICHAEL MILLER ARCHITECTS
INC.

By: Michael Miller
Michael Miller, Director

4/27/12



REQUEST FOR QUOTE

City of Key West
3140 Flagler Ave
Key West, FL 33040

February 15, 2012

The City is requesting quotes for the design of a new Sexton's office at the Key West Cemetery. Work includes the following:

1. Architectural design of a one-story 950 square foot office building for the City of Key West Sexton located at the Key West Cemetery. The design of the building will include a Sexton's office, a separate bereavement room, at least one ADA bathroom accessible from both the interior and exterior of the building and a storage area. The anticipated construction type is concrete block for the main part of the structure. The design must meet the requirements of the 2012 edition of the Florida Building Code and all applicable state and federal Americans with Disabilities Act requirements.
2. Structural engineering and HVAC engineering necessary to support the architectural design.
3. Sufficient drawings and time allocated to obtain approvals from the City's Historical Architectural Review Committee.
4. Complete architectural and associated structural and HVAC designs and specifications sufficient to serve as bid documents to be used by the City to obtain construction bids.

The requested work will not include the following items, which will be separately provided by the City:

- a. Ground penetrating radar to locate any human remains adjacent to the construction site.
- b. Construction administration and bidding assistance services.
- c. Landscape design and design of utilities connections
- d. Site drainage

If there are questions or to arrange a site visit, please contact Mr. Rod Delostrinos, Deputy Director Key West Community Services Department, and 305-809-3751.

<u>ITEM</u>	<u>QUOTE TYPE</u>	<u>TOTAL</u>
Architectural Services	Hourly Not to Exceed	\$ _____

Total in Words: _____

Please include a schedule of hourly rates and hour expenditures for all aspects of the phases of the design for the both the architect and any sub contractors proposed, including reimbursable expenses.

Please deliver the original and three copies of the quote to Mr. Delostrinos at the Community Services office at 633 Palm Avenue by March 15, 2012, 12:00 P.M

BIDDER'S INFORMATION

Company Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

Signature: _____ Date: _____

Additional Information:

Response Preparation Costs:

The costs of response preparation for both steps in the process are not reimbursable. Response preparation costs are the applicant's total responsibility.

Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the Request for Quote. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

Property of the City:

All responses and related materials provided to the City related to this Request for Quote will become the property of the City of Key West.

License Requirements:

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses (if applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Insurance /Indemnification:

The Consultant shall keep in full force and effect at all times during the effective period of any resulting agreement and durations identified within, and at its own cost and expense the following insurance with insurance companies authorized in the State of Florida, with an A.M. Best rating of A-VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Consultant.

The Consultant shall maintain limits no less than those stated below:

1. **Worker's Compensation** – Statutory, in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000) Dollars per each accident
2. **Commercial General Liability (CGL)** shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars annual aggregate. The City of Key West must be named as an Additional Insured. The coverage must include:
 - Commercial Form
 - Premises/Operations
 - Products/Completed Operations
 - Independent Consultants (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury
3. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
 - Location of operation shall be "All Locations"
4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars. This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.
5. **Professional Liability/Errors & Omissions** Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars.

If the contract is awarded, a full copy of this policy is to be provided at signing of contract. Coverage forms for this type of policy vary greatly from carrier to carrier thus making it important to review coverage and exclusions to insure proper coverage is being provided specific to the project.

6. **Scope of Insurance and Special Hazards**

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof is a minimum to provide adequate protection for the Consultant, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of the Consultant's insurance by the City of Key West shall not relieve or decrease the liability of the Consultant hereunder.

7. **Waiver of Subrogation**

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof shall contain a "Waiver of Subrogation" provision whereas the Consultant insurer waives any claim against the City of Key West.

8. **Certificates of Insurance**

Certificates of Insurance shall be filed and maintained throughout the life of any resulting Agreement with the City Clerk evidencing the minimum limits of the insurance cited above. All policies shall provide that they may not be terminated or modified without the insurer providing the City of Key West at least thirty (30) days of advance notice. Additionally, the Consultant shall immediately notify the City of any cancellation of such insurance.

9. **Indemnification Agreement**

The following shall be made a provision of any resulting agreement:

Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

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.

The CITY OF KEY WEST may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its Bid, (3) if the bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any bid.

All bidders are required to submit the following:

- Bid Form
- A schedule of hourly rates and hour expenditures for all aspects of the phases of the design for the both the architect and any sub contractors proposed, including reimbursable expenses

Successful bidder will be required to sign or submit the following forms if applicable:

- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- City of Key West Indemnification Form

March 8, 2012

Rod Delostrinos
Deputy Director
Key West Community Services Department
Key West, Florida

RE: Request for Quote for New Sexton's Office at Key West Cemetery

Dear Mr. Delostrinos,

I am pleased to have the opportunity to quote architectural services for the new Sexton's office at the Key West Cemetery. Attached you will find my detailed quote as well as your RFQ and amendment with the appropriate blanks filled according to your instructions.

My quote describes my methodology and breaks my fee down accordingly. It commences with meetings with the sexton and staff to determine programmatic needs and priorities, then proceeds to rough conceptual drawings that will serve to give form and size to the program, as well as to test it against site constraints. Once approved, the concept design phase will move into the process of preparing detailed drawings for HARC approval, construction documents, permitting, and construction itself.

Your Addendum 1 requests that I submit two separate figures, one for meeting the full insurance requirements and the second meeting partial requirements. They are as follows:

- | | | |
|----|---|----------|
| 1. | All costs of the design including Commercial General Liability and Excess/Umbrella Liability: | \$19,877 |
| 2. | All costs of the design excluding Commercial General Liability and Excess/Umbrella Liability: | \$18,750 |

Please note that I have also quoted construction bidding and administration. This is because I typically provide these services as an integral part of the design process, assuring follow through of the design intent during construction. I have given you an option to use the services, should you want or need them. This work would be billed in addition to the figures quoted above.

While the Sexton's office is a relatively small building, its architectural importance is underscored by its being sited at the entrance to the Key West Cemetery, one of the most historic cemeteries in America. Equally, when you look up the meaning of the word "Sexton" you find it is derived from the Latin word *sacristanus*, meaning, "custodian of sacred objects". Thus, the Sexton's Office has the additional importance of fulfilling public expectations for performing its solemn function of comforting the bereaved.

It would be my privilege to design the new Sexton's Office for the city of Key West.

Sincerely Yours,

Michael Miller

EXHIBIT B

ADDITIONAL SERVICES

THE FOLLOWING ARE ADDITIONAL DESIGN SERVICES THAT MICHAEL MILLER ARCHITECTS INC. HAS IN-HOUSE CAPABILITY TO PROVIDE. WE WOULD BE PLEASED TO PROVIDE THEM IN WHOLE OR PART SHOULD THE CITY WANT THEM. THE FEE FOR THESE SERVICES CAN BE HOURLY OR LAUMP SUM.

A. LANDSCAPE DESIGN

The integration of the architecture with landscaping is an essential part of presenting the most beautiful and complete design to the public. This is all the more so in the Sexton's House, where it is part of a cemetery that must project a contemplative and serene quality.

As a separate but integrated service we will select, specify, and budget all elements of the project's landscape and garden design, including the following.

1. Landscaping and Hardscaping

The general landscaping and hardscaping (terraces, paving, arbors, etc.) strategy is included as part of the site planning under the basic architectural service. If requested by you we will provide the design and specifications for the following:

- a. Plant Material: Trees, shrubs, ground covers and accents, both sub-tropical and native, considering beauty, initial and on-going maintenance cost, flowering and fruit bearing possibilities, quickness of growth and resistance to pests and disease.
- b. Soil Preparation: Inspection of existing soil conditions and specifications for soil bedding to provide for specified plant materials.
- c. Garden Manual: An inventory and history of all plant material describing optimum planting conditions, fertilizer requirements, and likely pest, fungal, and disease control information. We will also provide a list of three local gardeners who maintain gardens on a regular basis.
- d. Landscape Lighting: Generally this is budget driven and there is a wide spectrum of possibilities. Typically we take an understated approach to avoid a commercial look but one that will still define space, provide accents, and provide safety.
- e. Irrigation Coordination: We will work with an irrigation contractor to coordinate his layout with the needs of the plant material selected, determining a seasonal program as well as particular microclimate requirements. In the event the client wants to capture rain water to assist with irrigation we will coordinate a cistern and gutter system with the irrigation contractor.
- f. Paving and Fencing: We will work with you in selecting these items, sourcing materials and craftsmen to install them.

B. SIGNAGE AND GRAPHICS: Consisting of directional and informational signs, interior and exterior graphic treatments, historical display, and associated lighting and other construction.

C. ART: Consisting of the commissioning, purchasing, coordination, and positioning public art as well as built-in items such as murals, water features, sculpture.

**KEY WEST CEMETERY
SEXTON'S OFFICE**

QUOTE FOR ARCHITECTURAL SERVICES

March 8, 2012

MICHAEL MILLER ARCHITECTS

I. PROJECT

New Sexton's Office at the Key West Cemetery

II. SCOPE OF WORK

Pre-design Programming; Site Measured Drawings as needed, Conceptual and Schematic Design; HARC Review; Design Development; Working Drawings and Specifications.

Assistance with Bidding, selection of general contractor, negotiation of the Construction Contract, and Construction Administration is not included but will be provided if requested (See Sections E, F, and G).

III. SERVICES QUOTED

A. Pre-Design Work

1. **Tour:** Tour of existing building and Surrounding site with staff.
2. **Programming**
 - a. Interviews on site with staff to determine quantitative and qualitative needs and
 - b. Measurement and photography of existing facilities and site as needed.
 - c. Preparation of written mission and space and equipment program.
 - d. Follow-up calls and emails and meeting as needed.
3. **Zoning Analysis:** Analysis of zoning ordinance and FEMA application. Meeting with city planning staff to confirm accuracy and process.

Hourly, not
to exceed
\$1,200

B. Schematic Design

1. **Concept Design:**
Rough sketches of the depicting site use, floor planning, massing, and elevations; presentation will be made at the Architect's office using hand drawings. Additional sketches will be made if

requested. Upon approval of a concept direction design work will move into Schematic Design.

Hourly, not to exceed \$1,800

2. Schematic Design

Presentation of CAD drawings for sexton review and approval. Materials prepared include the following:

- Site Plan
- Floor Plan
- Exterior Elevations
- Building Sections
- Outline Specification
- Preliminary Construction Cost Estimate (from two General Contractors)

Hourly, not to exceed \$2,500

C. PLANNING APPROVALS

1. HARC

Preparation of HARC presentation, including required photos, application and drawings, using city approved schematic drawings. Stand-up presentation to the commission.

Hourly, not to exceed \$1,250

2. Other Approvals

All other planning department approvals such as variances are not included, but we will be pleased to assist the city on an hourly basis as an additional service.

Hourly as extra charge

D. CONSTRUCTION DRAWINGS AND SPECIFICATIONS

Sealed working drawings and specifications of the building shell as required for building permit and bidding, including:

1. Basic Shell

- Site Plan
- Storm Drainage Plan
- Floor Plans
- Demolition Plan
- Roof Plan
- Exterior Elevations
- Building Sections
- Exterior Architectural Details

- Structural Plans and Details
- Mechanical/Electrical/Air Conditioning
Plans and details including Energy and
Load Calculations, Circuit and Equipment
Schedules; Riser Diagrams
- Sixteen Part Specifications (Use of city outline)
- Supplementary Conditions
County-Required Notices of Acceptances

2. Finishes Fixtures and Finishes (FF&E)
This work consists of selecting and specifying
Lighting and other electrical items, plumbing
fixtures, kitchenette and bathroom cabinets,
millwork, wall, ceiling and floor finishes,
door and window finishes and other fixed
interior items and will involve preparation of:

- Interior Elevations
- Reflected Ceiling Plan
- Millwork and Casework Details
- Kitchenette and Bathroom Plans and Elevations
- Finish Schedule and Details
- Lighting and devices schedule
- Plumbing Fixture Schedule
- Paint and Color Schedule

Hourly, not
to exceed
\$12,000

**E. BIDDING, SELECTION OF GENERAL CONTRACTOR,
NEGOTIATION OF THE CONSTRUCTION CONTRACT,
AND CONSTRUCTION ADMINISTRATION**

The Request for Quote states that these services will be provided by the City. As they are a usual part of our architectural services as a means of achieving the best design results, we recommend they be included our contract. These can be provided either as a lump sum or on an hourly "on call" basis. They would consist of the following and will be billed as an extra to the contract:

- 1. Bidding:**
Preparation of General Contractor bid list,
bid form, and instructions to bidders. Answer
bidder's questions, issue addenda if necessary,
receive, and analyze bids; recommend the
choice of contractor.

Hourly or
\$1,200

2. **Negotiation of the Construction Contract**
Negotiation and preparation of an AIA (American Institute of Architects) contract tailored to the project, Hourly or \$500
- G. **Construction Administration**
The architect will conduct regular observation of the construction for quality of workmanship, faithfulness to the design and schedule. Regular site meetings and inspections will be made by the architect, photographs taken and field reports provided to the city. Other administrative services include approval of submittals, change orders, and Contractor's Certificates of Payment and change orders; Use of AIA Owner-General Contractor Contract and General Conditions. Hourly or \$9,240

IV. FEE STRUCTURE

A. RETAINER AND HOURLY BILLINGS

1. A \$3,000 retainer will be due upon commencement of work. This will be applied to the last two billings for construction documents.
2. Unless the work is contracted for a fixed price, hourly billings will be as follows.
 - a. Consultation, design, inspections for contractor Payment representation before municipal agencies, Negotiations, and other Principal Architect's work. \$160/hour
 - b. Assistance with inspections, design coordination, special research, project administration and other Assistant architect's of designer's tasks. \$80/hour
 - c. Skilled computer aided design work, design, measurements, research, and other professional tasks. \$55 hour
 - d. Drafting, office work, model-making, technical research and filing, and general assistance with office architectural tasks. \$45/hour
3. Payment will be requested every two weeks for hourly fees and at the on a pre-set schedule for lump sum work.

B. PAYMENT TERMS

Billings will be as follows:

1. The retainer will be due upon notification to proceed with work.
2. Every two weeks for hourly charges.

3. According to a schedule for Lump Sum work.

Payment will be due within ten calendar days of receipt of invoice. After ten days an 18% per annum finance charge will be added to the bill. Payment of the retainer will constitute acceptance of the terms and conditions.

V. CONTRACT

The contract shall be an AIA (American Institute of Architects) Standard form of agreement between Owner and Architect for a Small Commercial Project or as agreed to by the City of Key West and Michael Miller Architects, Inc.

VI. REIMBURSABLE EXPENSES

The following expenses will be reimbursable:

1. Printing of all drawings, specifications and other documents in connection with the project. Cost of printing will be as charged by a commercial printer such as Office Max with a 15% service charge added, unless special printing is done in house, in which case a fixed price will be set beforehand or the printing will be charged on a time and material basis.
2. Photo-processing, postage, shipping, long distance fax and telephone; all governmental fees paid on the owner's behalf; auto travel beyond fifty miles round trip at \$.50/mile round trip, rental car, air fare and all other commercial transportation; lodging and meals at \$200 per diem or as arranged in advance. All other non-overhead expenses must be approved by the owner in advance

VII. CONSULTANTS

- A. **ENGINEERS:** Structural, Mechanical, Electrical, and Plumbing engineering are included in the quote for work under basic services. Additional work will be billed on an approved hourly rate schedule with an architect's 15% administrative mark-up.
- B. **OTHER:** If specialist consultants (e.g.: surveyors, signage, geophysical) must be hired to assist with the design and construction oversight, upon City approval we will hire them, charging the city for them at their rate plus a 15% administrative fee.

VIII. OWNER'S RESPONSIBILITIES

Prior to the commencement of work the owner must provide a written budget, a current certified land survey of the site to be used for the project with legal description, and an elevation certificate.

End of Proposal

Nonexclusive Paid Up License Agreement

For the
Design of the Sexton's Office
at
Key West Cemetery
Key West, Florida

Designed by

Michael Miller, Architect

This Agreement is dated and effective as of Date ~~1/11/12~~, 2012, by and between Michael Miller, Architect, 517 Duval Street, Suite 200, Key West, Florida, 33040 ("MMA") and the City of Key West ("City", or "Owner") P.O. Box 1409, Key West, Florida, concerning the use of construction documents, consisting of Drawings and Specifications for the Sextons Office at the Key West Cemetery, Key West, Florida.

WHEREAS, MMA and its sub consultants will have prepared the Drawings and Specifications as part of a package of design services including design, and construction documents, and;

WHEREAS, the City wishes to use the Drawings and Specifications prepared by MMA to administer bidding and award efforts, contract negotiations and provide construction administration through the construction period, and structural, mechanical, electrical, and air conditioning inspections, without any MMA participation.

WHEREAS, MMA is willing to grant the city a nonexclusive, paid up license to use the described documents without further MMA services, on the following terms and conditions;

NOW, THEREFORE, in consideration of the promises and covenants below, the parties agree as follows:

I. License

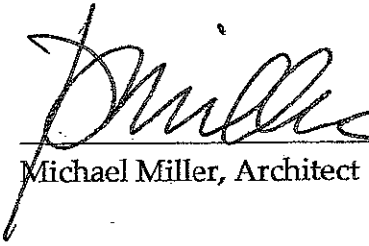
MMA agrees to hereby grant to the City and the City's authorized agents, a paid-up, nonexclusive license to use the Drawings and Specifications prepared by MMA to administer bidding and award efforts, contract negotiations and provide construction administration through the construction period and structural, mechanical, electrical, and air conditioning inspections, without any MMA participation, *provided, however*, the City, hereby remises and releases MMA and its sub consultants from any and all claims demands, actions and liabilities arising from or relating to the Drawings and Specifications, and any use made of the drawings, including (without limiting the foregoing) any claims, demands, actions and liabilities arising from or relating to construction of the Sexton Office, and holds harmless MMA from any such claims, demands, actions and liabilities brought or submitted by third parties; *provided, however*, that the foregoing release and hold harmless shall not apply to any claims, demands, actions or liabilities caused by the negligence of MMA or any of its sub consultants.

Nothing herein is intended to waive the sovereign immunity afforded to the City pursuant to section 768.28 of the Florida Statutes.

II. Miscellaneous


The term of the Agreement shall be until completion of the construction of the project as drawn and specified the Owner's agents. The Agreement shall be binding and inure to the benefit of the parties and to their heirs, successors and assigns. Neither parties shall have the right to assign the Agreement, in whole or in part, without prior approval of the other party.

If any provision of this Agreement is adjudged to be unenforceable, to the extent that the intent of the parties hereunder can be affected, the remaining provisions of the Agreement shall be continued in full force and effect. No term or provisions of this Agreement may be altered except by a written document signed by all parties hereto.



Michael Miller, Architect

Date 5/1/12



City of Key West, City Manager
Jim Scholl

Date 01 MAY 2012