

TASK ORDER 12.0D01.B

PROGRAMMING, RECORD DRAWINGS, COMPREHENSIVE ARCHITECTURAL DESIGN SERVICES FREDERICK DOUGLASS RECREATION CENTER

This TASK ORDER 12.0D01.B is issued under the terms and conditions of the MASTER AGREEMENT TO FURNISH GENERAL ARCHITECTURAL SERVICES TO THE CITY OF KEY WEST ("AGREEMENT") between the City of Key West ("CITY") and HAYES | CUMMING ARCHITECTS, P.A. ("ARCHITECT") executed on August 7, 2012, which is incorporated herein by this reference.

A. SCOPE OF SERVICES

Specific services which the ARCHITECT agrees to furnish are summarized on the attached statement entitled TASK ORDER 12.0D01.B "SCOPE OF SERVICES." The "Scope of Services" defines the work effort anticipated for the Work Order. This Work Order, when executed, shall be incorporated in and shall become an integral part of the Master Agreement.

B. TIME OF COMPLETION

Work under this Task Order will begin immediately following acceptance and completed expeditiously subject to coordination with the City of Key West staff. Work will commence upon the receipt of Purchase Order and Notice to Proceed from the City of Key West Engineering Department. Assuming timely review and approval by the City of each task listed and other key milestones, we anticipate completion of all tasks through Construction Document Phase Services in 120-150 days from Notice to Proceed. Work may be performed at any time as requested by the CITY within 12 months after the date of execution of this Task Order, at which time the Task Order will expire.

C. COMPENSATION

Compensation for the labor and expenses portion of TASK ORDER 12.0D01.B Tasks A and B will be on a lump sum fee basis as stipulated in Article 5, Paragraph 5.1.1 of the AGREEMENT. Compensation for all expenses will be on a Cost Reimbursable-Per Diem basis as stipulated in Article 5, Paragraph 5.1.2 of the AGREEMENT. The estimated compensation is shown on the attached statement entitled TASK ORDER 12.0D01.B COMPENSATION.

D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER 12.0D01.B, and authorize the ARCHITECT to proceed at the direction of the CITY's representative in accordance with the "SCOPE OF SERVICES." Start date for this project will be no later than ten (10) days after execution of this authorization.

For HAYES | CUMMING ARCHITECTS



By: _____
Andrew M. Hayes, AIA, LEED BD+C
Managing Principal

For CITY OF KEY WEST

By: _____
Bob Vitas
City Manager

Dated the ____ day of _____, 2013

ATTEST: _____

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SCOPE OF SERVICES

Project Description

Under a previous Task Order, the CITY engaged the ARCHITECT to analyze the structure of the existing Gymnasium. Based on the information obtained under that Task Order the CITY has verified that the Frederick Douglass Gymnasium is structurally sound, although it does not meet all of the requirements of the 2010 Florida Building Code (FBC).

This building is a contributing property, located within Old Town Key West, in a designated historic district on the National Register of Historic Places. Because the Frederick Douglas Gym has this historic designation, it falls under specific requirements and exceptions of the 2010 Florida Building Code-Existing Building (FBC-EB). Chapter 11 of the FBC-EB states there are exceptions that allow the Frederick Douglass Gym to be partially renovated without being brought into full compliance with all of the standards required within the 2010 FBC-EB.

The City has elected to move forward with a roof replacement and minor renovation of the high bay gymnasium in order to preserve the historic character of this portion of the structure. Immediately to the southwest of the high bay gymnasium is a one story structure that has been condemned due to significant deterioration and damage to its structural system. The one story building will be demolished and replaced. A portion of the roof structure above the one story building is co-mingled with the roof framing of the medical clinic immediately adjoining and to the southwest. The removal of this portion of the roof will require more than typical investigation to determine how to accomplish the demolition and maintain the structural integrity of the adjoining medical clinic building.

Purpose

The CITY has requested that the ARCHITECT provide assistance with preliminary investigation/analysis, hazardous materials survey (Phase I), preparation of record drawings for the existing building to remain, preparation of demolition drawings, minor programming, architectural design, construction documents, bidding and negotiation, and construction administration services.

These services are necessary in order to provide the CITY with a building that is serviceable and meets the existing programmatic needs of the users and the adjacent community.

Outline of Tasks/Scope of Professional Services

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

Task A – Pre Design

- Preliminary Investigation/Analysis
- Hazardous Materials Survey (Phase I)
- Preparation of record drawings for the existing building to remain
- Minor Programming

Task B – Basic Services: Civil & Architectural Scope

- Preparation of Selective Demolition Drawings

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- Schematic Design, Design Development & Construction Document Phase Services
- Bidding Phase Services
- Construction Phase Services

TASK A: SCOPE OF PRE DESIGN SERVICES

Preliminary Investigation & Analysis: Specific further analysis to determine the appropriate method to separate the structure of the one story condemned portion of the building from the high-bay gymnasium and wood frame medical clinic.

Hazardous Materials Survey: Conduct a Phase I Environmental Survey to determine what, if any, hazardous materials exist within the existing building and the appropriate method of remediation of any materials found based on the anticipated scope of renovation work.

Preparation of Record Drawings: The City is unable to provide as-built or record drawings of the high-bay gymnasium and the prior Task Order was terminated before it was completed. Additional field work will need to be conducted to produce record drawings of this portion of the building and additional drafting time is required to produce wall sections, ARCHITECTURAL details and roof details to accurately document all of the necessary conditions required to proceed forward with design services. Trips by the ARCHITECT and engineering consultants to field verify their discipline's specific field conditions.

Minor Programming: One meeting with the user group and City Project Manager to determine the function and number of spaces to be put into the one-story section of the building that will replace the condemned structure

TASK B: SCOPE OF BASIC SERVICES

The ARCHITECT's Basic Services consist of those described in the Outline of Tasks/Scope of Professional Services above and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Outline of Tasks/Scope of Professional Services are Additional Services.

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

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

As soon as practicable after the date of this Agreement, the ARCHITECT shall submit for the CITY's approval a schedule for the performance of the ARCHITECT's services. The schedule initially shall include anticipated dates for the commencement of construction and for

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

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

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

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

i. SELECTIVE DEMOLITION DESIGN SERVICES

Prior to the commencement of Design phase services the ARCHITECT will attempt to determine what portions of the building will require demolition and produce a preliminary set of demolition drawings that illustrate this work. These drawings will be used to guide the Hazardous Materials testing scope of work. During each phase of design the Architect will update these drawings as required.

ii. SCHEMATIC DESIGN PHASE SERVICES

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

The ARCHITECT shall prepare a preliminary evaluation of the CITY's program, schedule, and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The ARCHITECT shall notify the CITY of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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Based on the CITY's approval of the preliminary discussions, the ARCHITECT shall prepare Schematic Design Documents for the CITY's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The ARCHITECT shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the CITY's program, schedule and budget for the Cost of the Work. The CITY may obtain other environmentally responsible design services under separate contract.

The ARCHITECT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the CITY's program, schedule and budget for the Cost of the Work.

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

The ARCHITECT shall submit the Schematic Design Documents to the CITY, and request the CITY's approval.

iii. DESIGN DEVELOPMENT PHASE SERVICES

Based on the CITY's approval of the Schematic Design Documents, and on the CITY's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the ARCHITECT shall prepare Design Development Documents for the CITY's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

The ARCHITECT shall submit the Design Development Documents to the CITY, advise the CITY of any adjustments to the estimate of the Cost of the Work, and request the CITY's approval.

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iv. CONSTRUCTION DOCUMENTS PHASE SERVICES

Based on the CITY's approval of the Design Development Documents, and on the CITY's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the ARCHITECT shall prepare Construction Documents for the CITY's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The CITY and ARCHITECT acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the ARCHITECT shall review in accordance with the data below.

The ARCHITECT shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

During the development of the Construction Documents, the ARCHITECT shall assist the CITY in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the CITY and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The ARCHITECT shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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

The ARCHITECT shall submit the Construction Documents to the CITY, advise the CITY of any adjustments to the estimate of the Cost of the Work, take any action required as required below, and request the CITY's approval.

v. BIDDING PHASE SERVICES

GENERAL

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

COMPETITIVE BIDDING

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

The ARCHITECT shall assist the CITY in bidding the Project by

- .1 Attending a pre-bid conference for prospective bidders conducted by the CITY;

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- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

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

vi. CONSTRUCTION PHASE SERVICES

GENERAL

The ARCHITECT shall provide administration of the Contract between the CITY and the Contractor as set forth below and in the General Conditions of the Contract for Construction. If the CITY and Contractor modify the Construction Contract, those modifications shall not affect the ARCHITECT's services under this Agreement unless the CITY and the ARCHITECT amend this Agreement.

The ARCHITECT shall advise and consult with the CITY during the Construction Phase Services. The ARCHITECT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement. The ARCHITECT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the ARCHITECT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The ARCHITECT shall be responsible for the ARCHITECT'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 or of any other persons or entities performing portions of the Work.

Subject to Section 4.3, the ARCHITECT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the ARCHITECT issues the final Certificate for Payment.

EVALUATIONS OF THE WORK

The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, or as otherwise required to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the ARCHITECT shall keep the CITY reasonably informed about the progress and quality of the portion of the Work completed, and report to the CITY (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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The ARCHITECT has the authority to reject Work that does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable, the ARCHITECT shall have the 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 ARCHITECT 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 ARCHITECT to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

CERTIFICATES FOR PAYMENT TO CONTRACTOR

The ARCHITECT shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The ARCHITECT's certification for payment shall constitute a representation to the CITY, based on the ARCHITECT's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the ARCHITECT's knowledge, information and belief, the Work has progressed to the point indicated and that 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 ARCHITECT.

The issuance of a Certificate for Payment shall not be a representation that the ARCHITECT 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 CITY 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 ARCHITECT shall maintain a record of the Applications and Certificates for Payment.

SUBMITTALS

The ARCHITECT shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The ARCHITECT's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review.

In accordance with the ARCHITECT-approved submittal schedule, the ARCHITECT 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

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conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

The ARCHITECT shall review and respond to requests for information about the Contract Documents. The ARCHITECT shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The ARCHITECT's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the ARCHITECT shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

CHANGES IN THE WORK

The ARCHITECT may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

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

PROJECT COMPLETION

The ARCHITECT shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the CITY, for the CITY's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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The ARCHITECT's inspections shall be conducted with the CITY to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the documentation submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, the ARCHITECT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The ARCHITECT shall forward to the CITY the following information received from the Contractor: (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 CITY against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the ARCHITECT shall, without additional compensation, conduct a meeting with the CITY to review the facility operations and performance.

ASSUMPTIONS

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

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

OBLIGATIONS TO THE CITY

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

- The CITY will obtain and provide all available information on this facility from its archives within 15 days of signing this task order.
- The CITY will coordinate access to the facility for the inspections.
- The CITY will provide all required zoning, setback and/or historical requirements.
- The CITY will arrange for employee(s) familiar with the facility to be present during the testing phase.

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- Required CITY employees will be available during the preliminary inspections.

ADDITIONAL SERVICES

The ARCHITECT will, as directed, provide additional services that are related to the project but not included within the Scope of Basic Services. These and other services can be provided, if desired by the CITY, as an amendment to this Task Order upon the mutual agreement of the parties. Work will begin for the Additional Services after receipt of a written notice to proceed from the CITY. Such Additional Services may include:

- Phase 2 Environmental Site Assessment, if required.
- Civil Engineering Services
- Additional building inspections other than the those listed under Tasks A and B.

COMPENSATION

The estimated compensation for TASK ORDER 12.0D01.B is shown on the attached statement titled TASK ORDER 12.0D01.B COMPENSATION.

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Attachment A

TASK ORDER 12.0D01.B COMPENSATION

TASK ORDER 12.0D01.B COMPENSATION COMPREHENSIVE ARCHITECTURAL DESIGN SERVICES FOR THE FREDERICK DOUGLASS RECREATION CENTER

Task	Hours	Labor	Expenses	Total Cost
<u>Task A – Pre Design</u>				
Preliminary Investigation/Analysis	112	\$ 12,248	\$ 2,850	\$ 15,098
Phase I Hazardous Materials Survey			\$ 10,000	\$ 10,000
Preparation of Record Drawings	210	\$ 23,308	\$ 1,025	\$ 24,333
Minor Programming	20	\$ 2,664	\$ 425	\$ 3,089
<u>Task B – Basic Architectural Services</u>				
Selective Demolition Drawings	Lump Sum	\$ 8,000	\$ 425	\$ 8,425
Schematic Design Phase Services	Lump Sum	\$ 20,400	\$ 425	\$ 20,825
Design Development Phase Services	Lump Sum	\$ 31,600	\$ 425	\$ 32,025
Construction Document Phase Services	Lump Sum	\$ 53,000	\$ 2,675	\$ 55,675
Bidding Phase Services	Lump Sum	\$ 6,000	\$ 425	\$ 6,425
Construction Phase Services	Lump Sum	\$ 20,000	\$ 3,825	\$ 23,825
Total	As Required	\$177,220	\$ 22,500	\$ 199,720