



**March 6<sup>th</sup>, 2024**  
**Mr. Steven McAleary, Director**  
**Port and Marine Services**  
**201 William Street Key West, FL 33040**

**RE: 907 Caroline Development Submittal, Construction Documents, & Construction Administration**

Steven,

As discussed, this proposal will address the scope of work required to develop the previously completed 30% design development documents for the 907 Caroline Street project into a Major Development submittal package and then, subsequently, permit documents and construction administration services.

We propose two phases to the scope of work. The first phase (Phase One) will be a Major Development submittal to the City of Key West and the second phase (Phase Two) will be the development of construction documents (permit documents) and associated construction administration services.

**The Phase One Scope of Work** will include supplementing the current set of documents with all required landscape coordination (buffer yards, tree relocations, etc.), civil engineering (storm water management), and design documents for HARC / Planning approval (street elevation, minor design modifications, photos, site data table, etc.).

We propose the following fees for professional services related to the **Phase One Scope of Work**:

<b>Task: Major Development Submittal / Approval</b>				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
Bender & Associates	Principal	\$240	24	\$5,760
Bender & Associates	Associate Architect	\$160	58	\$9,280
Bender & Associates	Admin. Assistant	\$90	4	\$360
Perez Engineering	Principal	\$225	5	\$1,125
Perez Engineering	CAD Designer	\$85	30	\$2,550
GAI Consultant	Director	\$225	5	\$1,125
GAI Consultant	Senior Manager	\$205	9	\$1,845
GAI Consultant	Professional	\$110	16	\$1,760
Spottswood, Spottswood, Spottswood & Sterling	Planning Consultant	\$175	30	\$5,250
<b>Total</b>				<b>\$29,055</b>

**The Phase Two Scope of Work** will involve the completion of all required documents for building permit submittal and associated costs for construction administration services up to the issuance of a Certificate of Occupancy by the City of Key West.

On commercial projects we determine our basic fee for Architectural and Engineering Services using the Florida Department of Management Services Fee Calculator. As determined in the previous scope of work, the estimated construction cost of this project is \$3,410,000. Based on this scope of work, and complexity of the project (average), we propose a fee of 7.5% of the construction cost of the project or

\$255,750. This fee includes all structural engineering, MEP engineering and architectural detailing / planning. This fee does not include landscape design, geotechnical services, major development approval, or civil engineering which are defined as additional services by the Florida Department of Management Services.

The previous scope of work for design development (30% pricing documents) is to be included within this fee structure. **Based on this understanding of the scope of work, and previously completed work, we propose a fee for Phase Two of \$209,495 (\$255,750 - 30% pricing documents completed).**

We propose the following breakdown of deliverables for the **Phase Two Scope of Work**:

<b>TASK 1: 30% CONSTRUCTION DOCUMENTS)</b>				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
Bender & Associates	Principal	\$240	34	\$8,160
Bender & Associates	Associate Architect	\$160	121	\$19,360
Bender & Associates	Admin. Assistant	\$90	1	\$90
Keister / Webb Engineering	Principal	\$225	8	\$1,800
Keister / Webb Engineering	Project Engineer	\$165	28	\$4,620
Bauhaus Engineering (MEP)	Principal	\$200	16	\$3,200
Bauhaus Engineering (MEP)	CAD Tech	\$85	76	\$6,460
<b>Total (Basic Services)</b>				<b>\$43,690</b>
Perez Engineering (Civil)	Principal	\$225	8	\$1,800
Perez Engineering (Civil)	CAD Designer	\$85	6	\$510
Geotechnical Allowance (soils report)				\$5,000
<b>30% Deliverable Total</b>				<b>\$51,000</b>

<b>TASK 2: 60% CONSTRUCTION DOCUMENTS</b>				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
Bender & Associates	Principal	\$240	34	\$8,160
Bender & Associates	Project Manager	\$160	121	\$19,360
Bender & Associates	Admin. Assistant	\$90	1	\$90
Keister / Webb Engineering	Principal	\$225	8	\$1,800
Keister / Webb Engineering	Project Engineer	\$165	28	\$4,620
Bauhaus Engineering (MEP)	Principal	\$200	16	\$3,200
Bauhaus Engineering (MEP)	CAD Tech	\$85	76	\$6,460
<b>Total (Basic Services)</b>				<b>\$43,690</b>
Perez Engineering (Civil)	Principal	\$225	8	\$1,800
Perez Engineering (Civil)	CAD Designer	\$85	6	\$510
<b>60% Deliverable Total</b>				<b>\$46,000</b>

<b>TASK 3: 100% CONSTRUCTION DOCUMENTS</b>				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
Bender & Associates	Principal	\$240	46	\$11,040
Bender & Associates	Associate Architect	\$160	161	\$25,760
Bender & Associates	Admin. Assistant	\$90	-----	\$0
Keister / Webb Engineering	Principal	\$225	16	\$3,600
Keister / Webb Engineering	Project Engineer	\$165	30	\$4,950

Bauhaus Engineering (MEP)	Principal	\$200	22	\$4,400
Bauhaus Engineering (MEP)	CAD Tech	\$85	100	\$8,500
<b>Total (Basic Services)</b>				<b>\$58,250</b>
Perez Engineering (Civil)	Principal	\$225	10	\$2,250
Perez Engineering (Civil)	CAD Designer	\$85	9	\$765
GAI Consultant (Landscape)	Director	\$225	5	\$1,125
GAI Consultant (Landscape)	Senior Manager	\$205	10	\$2,050
GAI Consultant (Landscape)	Professional	\$110	10	\$1,100
<b>100% Deliverable Total</b>				<b>\$65,540</b>

<b>TASK 4: BIDDING PHASE</b>				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
Bender & Associates	Principal	\$240	12	\$2,880
Bender & Associates	Associate Architect	\$160	46	\$7,360
Bender & Associates	Admin. Assistant	\$90	-----	\$
Keister / Webb Engineering	Principal	\$225	3	\$675
Keister / Webb Engineering	Project Engineer	\$165	11	\$1,815
<b>Total (Basic Services)</b>				<b>\$12,730</b>
Perez Engineering (Civil)	Principal	\$225	1	\$225
Perez Engineering (Civil)	CAD Designer	\$85	5	\$425
<b>Bidding Phase Total</b>				<b>\$13,380</b>

<b>TASK 5: 30% CONSTRUCTION SERVICES</b>				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
Bender & Associates	Principal	\$240	13	\$3,120
Bender & Associates	Associate Architect	\$160	47	\$7,520
Bender & Associates	Admin. Assistant	\$90	-----	\$0
Keister / Webb Engineering	Principal	\$225	7	\$1,575
Keister / Webb Engineering	Project Engineer	\$165	19	\$3,135
<b>Total (Basic Services)</b>				<b>\$15,350</b>
Perez Engineering (Civil)	Principal	\$225	2	\$450
Perez Engineering (Civil)	CAD Designer	\$85	4	\$340
GAI Consultant (Landscape)	Director	\$225	2	\$450
GAI Consultant (Landscape)	Senior Manager	\$205	3	\$615
GAI Consultant (Landscape)	Professional	\$110	1	\$110
<b>30% Deliverable Total</b>				<b>\$17,315</b>

<b>TASK 6: 60% CONSTRUCTION SERVICES</b>				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
Bender & Associates	Principal	\$240	13	\$3,120
Bender & Associates	Associate Architect	\$160	47	\$7,520
Bender & Associates	Admin. Assistant	\$90	-----	\$0
Keister / Webb Engineering	Principal	\$225	7	\$1,575
Keister / Webb Engineering	Project Engineer	\$165	19	\$3,135
<b>Total (Basic Services)</b>				<b>\$15,350</b>
Perez Engineering (Civil)	Principal	\$225	2	\$450
Perez Engineering (Civil)	CAD Designer	\$85	4	\$340
GAI Consultant (Landscape)	Director	\$225	2	\$450

GAI Consultant (Landscape)	Senior Manager	\$205	3	\$615
GAI Consultant (Landscape)	Professional	\$110	1	\$110
<b>60% Deliverable Total</b>				<b>\$17,315</b>

<b>TASK 7: 100% CONSTRUCTION DOCUMENTS</b>				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
Bender & Associates	Principal	\$240	17	\$4,080
Bender & Associates	Associate Architect	\$160	62	\$9,920
Bender & Associates	Admin. Assistant	\$90	2	\$180
Keister / Webb Engineering	Principal	\$225	8	\$1800
Keister / Webb Engineering	Project Engineer	\$165	27	\$4,455
<b>Total (Basic Services)</b>				<b>\$20,435</b>
Perez Engineering (Civil)	Principal	\$225	2	\$450
Perez Engineering (Civil)	CAD Designer	\$85	7	\$595
GAI Consultant (Landscape)	Director	\$225	6	\$1,350
GAI Consultant (Landscape)	Senior Manager	\$205	6	\$1,230
GAI Consultant (Landscape)	Professional	\$110	9	\$990
<b>100% Deliverable Total</b>				<b>\$25,050</b>

Tasks 1-7 as indicated in the tables above total \$209,495.00 for Basic Services, as defined by the State of Florida Department of Management Services, and \$26,105.00 for Additional Services (landscape design, civil engineering, geotechnical services).

Please feel free to call and discuss if you have any questions or concerns.

Sincerely,

**Haven Burkee, Partner**  
**Bender & Associates Architects**  
[hburkee@benderarchitects.com](mailto:hburkee@benderarchitects.com)

**Attachments: General Conditions**

410 Angela Street  
Key West, Florida 33040  
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[info@benderarchitects.com](mailto:info@benderarchitects.com)  
Florida License AAC002022  
[www.BenderArchitects.com](http://www.BenderArchitects.com)

**General Conditions:**

- a) Expenses that include fees paid on the Owner's behalf, special travel outside of Monroe County authorized by the Owner, parking, and special shipping costs such as Federal Express, shall be billed at direct cost as project expenses and are not included in the fees indicated above. Printing costs for incidental printing for in-house use shall be borne by the architect. Copying and printing costs such as Bid Sets and documents required by government agencies such as HARC sets and Permit Sets shall be reimbursable to the architect. Full size prints required for HARC, bidding and permitting will be billed at \$2.00/sheet.

- b) Payments will be made in accordance with Master Agreement Article 5.4

**5.4. METHOD OF PAYMENT**

5.4.3. CITY shall pay ARCHITECT within forty-five (45) calendar days from receipt of ARCHITECT's proper invoice with documentation as provided above.

5.4.3. In the event ARCHITECT has utilized a Sub-consultant to perform the Work, ARCHITECT will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid prior to payment being made to ARCHITECT.

5.4.3. Payment will be made to ARCHITECT at:

Address: 410 Angela Street  
Key West, FL 33040

- c) If investigative work is necessary, we will require access to the building. We may also require that minor demolition of finish materials be accomplished so that we can observe concealed conditions. We will coordinate these with you to minimize disruption to the facility.

- d) This Agreement may be terminated per Master Agreement article 7.12

**7.12. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

City of Key West  
1300 White Street  
Key West, FL 33040

FOR ARCHITECT:

Bender & Associates Architects  
410 Angela Street  
Key West, FL 33040

- e) Bender & Associates Architects, P.A. shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Bender & Associates Architects efforts in the Construction Phase will be directed toward providing a greater degree of confidence for you that the completed work of contractor(s) will conform to the contract documents, but Bender & Associates Architects shall not be responsible for the failure of contractor(s) to perform work in accordance with the contract documents.
- f) To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of Bender & Associates Architects and Bender & Associates Architects' officers, directors, partners, employees, and subconsultants, and any of them, to you and anyone claiming by or through you, for any and all claims, losses, costs, or damages, including attorney's fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project or the agreement from any cause or causes shall not exceed Two Million Dollars (\$2,000,000.00) per Master Agreement 7.9.1. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF BENDER & ASSOCIATES ARCHITECTS, P.A. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.**

g) Per Master Agreement 7.8

#### **7.8 INDEMNIFICATION OF CITY**

7.8.1. To the fullest extent permitted by law, the ARCHITECT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the ARCHITECT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of ARCHITECT' s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

7.8.2. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the ARCHITECT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the ARCHITECT or of any third party to whom ARCHITECT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.