

RESOLUTION NO. 08-253

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT BETWEEN CITY OF KEY WEST AND MBI/K2M ARCHITECTURE, INC; PROVIDING FOR AN EFFECTIVE DATE

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

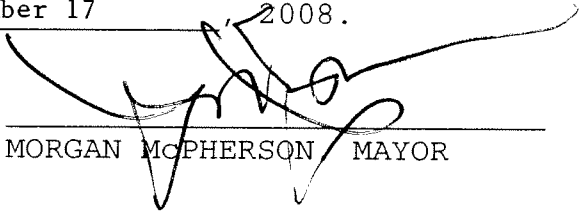
Section 1: That the attached agreement between City of Key West and mbi/k2m Architecture, Inc. for architectural services for the new city administration building is hereby approved.

Section 2: 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 16th day of September, 2008.

Authenticated by the presiding officer and Clerk of the Commission on September 17, 2008.

Filed with the Clerk September 17, 2008.

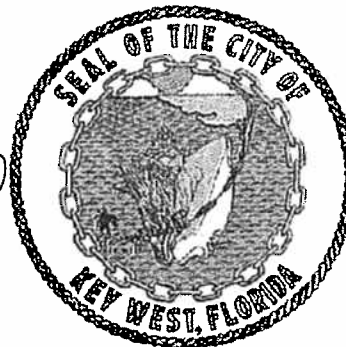
  
MORGAN McPHERSON MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

# EXECUTIVE SUMMARY

**TO:** Jim Scholl, City Manager  
**FROM:** Mark Z. Finigan, Asst. City Manager  
**DATE:** September 8, 2008  
**SUBJECT:**



## **Action statement:**

This resolution will authorize the City Manager to execute an Agreement with the architectural firm of mbi / k2m for the programming, site evaluation(s), design/construction development and construction management for a new City of Key West Administration building.

This resolution also will authorize the City Manager to execute Task Order 1 (Programming) and Task Order 2 (Site Evaluation) pursuant to the aforementioned Agreement.

The City Commission has determined the three sites for evaluation are:

- 1.
- 2.
- 3.

The Agreement is structured in phases. Other than Task Orders 1 and 2 which are authorized by this resolution, the City controls if and when future phases are awarded. If it is determined that an alternative solution is available for a new City Administration Building other than the design and construction of a new facility under this Agreement, this Agreement allows for the termination of services.

Programming (Task Order 1)  
Site Evaluation (Task Order 2)  
Schematic Design  
Design Development  
Construction Documents  
Bidding and Permitting  
Construction Administration  
Project Closeout

**Background:**

Resolution No. 08-049, adopted on the 5<sup>th</sup> of February 2008, the City Commission selected the firm of mbi / k2m to provide the required architectural services for the new City Administration Building and authorized the City Manager to negotiate an Agreement with the top ranked firm and bring back to the Commission for approval.

**Scope of Services under Task Orders 1 and 2:**

**Task Order 1 – Programming** - mbi / k2m shall develop Planning Studies for space requirements and program to establish the following detailed requirements for the Project: design objectives, limitations and criteria; space relations; functional responsibilities of personnel; flexibility and expansibility; and special equipment and systems.

Deliverable – Written book containing written description of programming phase and tasks undertaken, written description of program areas, building program, space relationship diagrams, and space data sheets.

Schedule – Sixty (60) days from Notice to Proceed.

Lump Sum Fee – FIFTY THOUSAND DOLLARS (\$50,000.00) which includes an allocation of \$1,500.00 for reimbursable expenses.

**Task Order 2 – Site Evaluation** - mbi / k2m will analyze the City's building program with respect to the area required for building prepared in Task Order #1.

Analyze three (3) sites designated by the City. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets. Evaluate the site studies to assist the City in selecting the site for the City's project.

Site Context: Describe physical characteristics and context of immediately surrounding area and a general land use pattern, with a brief description of proximate development, such as agricultural, single-family detached residential, single-family attached residential, multi-family residential, retail, commercial, office, light industrial, heavy industrial, public and semi-public use, park and open space, vacant, or other appropriate land uses.

Cultural Factor Analysis: Research the history of the site that may include historic land uses, existing structures on and adjacent to the site, archaeological significance, other

cultural factors and analyze the impact of the proposed use on the surrounding sites and community.

**Site Development Planning:** Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.

**Site Utilization Studies:** Prepare a site analysis, which may include land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems. Analyze surface and subsurface conditions, soils reports for each perspective site furnished by CITY, vegetation, slope of land, ecological requirements, deeds, zoning and other legal restrictions, landscape features and materials.

**Utility Studies:** Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines.

**Design Guidelines:** Prepare design guidelines to develop a set of standards for site improvements, including signage, lighting, landscaping, pedestrian amenities, banners, and other similar guidelines.

**Parking and Circulation Analysis:** Determine parking requirements for the Project, including the number of parking spaces required by governing agencies and the CITY.

**Economic Analysis:** Based on the above surveys, evaluations, studies and inventories, assess the extent of buildable area and the potential impact on development cost.

**Estimate of the Cost of the Work:** Prepare a preliminary estimate of the cost of the work for the development of the site based on the design approved by the CITY.

**Planning and Zoning Analysis:** Identify and research applicable planning and zoning ordinances. Develop and present options to the CITY.

**Meetings and Presentations:** Attend meetings, public hearings, and citizen information meetings as directed by the CITY. Represent the CITY in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

Deliverable – Written book containing description of findings in accordance with criteria above, site recommendation, and conceptual site plans.

Schedule – Sixty (60) days from Notice to Proceed

Lump Sum Fee – THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) which includes an allocation of \$1,000.00 for reimbursable expenses.

**Recommendation:**

Approve the resolution authorizing the City Manager to execute an Agreement with the architectural firm of mbi / k2m for the programming, site evaluation(s), design/construction development and construction management for a new City of Key West Administration Building.

Additionally, approve the resolution which will authorize the City Manager to execute Task Order 1 (Programming) and Task Order 2 (Site Evaluation) pursuant to the aforementioned Agreement.

Funding for Task Orders 1 and 2 has been appropriated in the Capital Projects Fund.

RESOLUTION NO. 08-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RANKING AND AWARDING CONTRACTS FOR ARCHITECTURAL SERVICES FOR THE NEW CITY ADMINISTRATION BUILDING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a Request for Qualifications for architectural firms capable of providing architectural services for the new City Administration Building; and

WHEREAS, seven firms responded, four of which staff has determined to be particularly qualified, and the City wishes to engage each one on a Task Order basis;

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

Section 1: That the bids for architectural services for the new City Administration Building are hereby ranked by staff, and approved by the City Commission as follows:

- (1) mbi/k2m
- (2) Bender & Associates
- (3) Spillis Candella DMJM
- (4) Zyscovich

Section 2: That the City Manager is hereby authorized to negotiate a contract with the first ranked company. Should


negotiations fail to result in a satisfactory contract to bring before the Commission, the City Manager shall commence negotiations with the other companies in order of ranking until a satisfactory contract is reached. The City Commission must approve the final contract.

Section 3: 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 5th day of February, 2008.

Authenticated by the presiding officer and Clerk of the Commission on February 6, 2008.

Filed with the Clerk February 6, 2008.

  
MORGAN MOPHERSON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



**To:** Jim Scholl, City Manager  
**From:** Roland Flowers P.E., City Engineer  
**Date:** January 30, 2008  
**Subject:** Ranking Bid firms for the City of Key West Administration Building

**BACKGROUND:**

On October 22 2006 a Request for Proposal was advertised for Architectural Services to design a City Administration Building. Seven proposals were received on December 13, 2006 and evaluated at a publicly noticed meeting, based on criteria in the Request for Proposal, by a team consisting of Roland Flowers City Engineer, John Woodson Chief Building Official, Gail Kenson City Planner, Joe April Director of Engineering and John Jones Assistant City Manager. The firms were ranked using a matrix of evaluation criteria. There was a tie for the #3 ranking so four firms were short listed. The four firms, in no particular order, are:

Spillis Candella DMJM  
mbi/k2m  
Zyscovich  
Bender & Associates

Other firms submitting:  
Odle McGuire Shook  
PBS&J  
McHarry & Associates

The proposal allows the City to have an architect under contract to: **In general, the scope of services, as outlined in Section 4, is for architectural services, site investigation and evaluation, and design through construction of the City Administration Building. The RFQ has two parts: First, the service provider will provide site evaluation of three selected sites. Second, based on the City Commission approval of a site the Respondent will be directed both to (1) proceed with developing a complete design and provide services through construction; or (2) to provide a 30% design for advertisement for a design/build project and to provide assistance with the review of proposals for adherence to the design requirements; or (3) to provide additional site evaluation in the event the initial three proposed sites are rejected. In the event that no site is selected or no work is requested by the City as set forth above, the contract with the Respondent will be terminated.** Awarding a contract will allow the City to proceed with evaluating sites for the proposed Administration Building.



OPTIONS:

1. Rank the Architectural firms and authorize the City Manger to negotiate a contract

**Advantage:** The City can proceed with evaluating potential sites and if desired begin design for a new Administration Building or renovation of an existing building

**Disadvantage:** None

**Funding:** task Orders to be issued based on available funding in infrastructure tax/internal improvements

2. Do not Rank the Architectural firms and authorize the City Manger to negotiate a contract

**Advantage:** None

**Disadvantage:** The City will remain in limbo with evaluating potential sites and if desired designing a new Administration Building or renovation of an existing building

**Funding:** N/A

Recommendation: Rank the short listed firms and authorize the City Manger to execute a contract so task orders can be issued, when desired, to evaluate potential sites for a City Administration Building and design the Administration Building.

A G R E E M E N T

Between

CITY OF KEY WEST

and

mbi | k2m Architecture, Inc.

for

ARCHITECTURAL SERVICES  
FOR THE NEW CITY ADMINISTRATION BUILDING

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY," through the Key West City Commission,

AND

mbi | k2m Architecture, Inc., a corporation organized under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 **Agreement**: means this document, Articles 1 through 8, inclusive. Other terms and conditions are included in the exhibits, task orders, and supplemental documents that are by this provision expressly incorporated by reference.
- 1.2 **Commission**: The Key West City Commission of the City of Key West, Florida, which is the governing body of the City of Key West government created by the City of Key West Charter.
- 1.3 **CONSULTANT**: The architect as noted above selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator**: The ranking managerial employee of the agency of CITY government which requested the Project, or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the Key West City Commission of the City of Key West, Florida, concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with CITY to perform the construction work for the Project.
- 1.6 **CITY**: City of Key West.

- 1.7 **Notice To Proceed**: A written notice to proceed with the Project issued by the Contract Administrator.
- 1.8 **Project**: The renovation or replacement of the City Administration Building(s). The evaluation of the costs for all options available to the City may be considered a part of the Project. The CITY may elect not to proceed with the Project or to proceed with all or a portion of the project at its discretion.
- 1.9 **Task Order**: A detailed description of a particular service or services to be performed by CONSULTANT for a prescribed type and amount of compensation.

## ARTICLE 2

### PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 The CITY has budgeted funds for consulting services for the Project. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified by Resolution of the Commission.
- 2.2 The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

## ARTICLE 3

### SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1 CONSULTANT's services shall include civil, structural, mechanical, plumbing, fire protection, and electrical engineering and architectural services and consulting for facilities planning; permitting, preliminary and ongoing cost estimating, construction budgets and cash flow time line, conceptual cost impact analysis; preliminary architectural studies, appraisals and evaluations; contamination and other testing

services; writing of design-build Request for Proposals; evaluation of design-build proposals and their associated budgets and cost supervision services; architectural design; auto CAD services; construction management and on-site construction services, and any other lawful professional architectural or other consulting services that the CONSULTANT is qualified to provide and that the CITY authorizes the CONSULTANT to undertake in connection with the CITY'S Project. CONSULTANT shall provide all necessary, incidental and related activities and services required as described in Exhibit A and by individual Task Order.

The CITY acknowledges the CONSULTANT has no expertise in the environmental, geotechnical, or specialty engineering / appraisal studies to be performed, but is contracting for those services at the request of and solely for the convenience and benefit of the CITY. CONSULTANT will retain a professional engineering firm specializing in the aforementioned service(s) to provide testing services for the benefit of the CITY and Project. Under its contract with the professional engineering firm, CONSULTANT required the professional engineering firm to carry insurance for the Project and to indemnify CITY in accordance with this Agreement. CITY is a third party beneficiary under the contract between CONSULTANT and the professional engineering firm. Accordingly, CITY agrees CONSULTANT is not responsible to CITY or any third parties for negligence, errors, omissions or other deficiencies in the services of ABC rendering design, engineering or related services for the benefit of the CITY or the Project. In the event of a dispute relating in any way to the services of the professional engineering firm, CITY will look solely to the professional engineering firm for redress. CONSULTANT shall assign, if necessary, any rights it holds to enable CITY to pursue its claims against directly against the professional engineering firm.

Optional additional service would include assisting in writing of design-build Request for Proposals; evaluation of design-build proposals and their associated budgets and cost supervision services; owner representation for the CITY throughout the Design / Build process.

- 3.2 CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project or any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT

outside the originally anticipated level of effort without prior written CITY approval or modification of task order is at CONSULTANT's sole risk.

- 3.3 The specific services to be provided by the CONSULTANT and the compensation for such services will be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT. Execution of the Task Order does not constitute a notice to proceed.
  - A. Each Task Order will be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
  - B. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
  - C. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
  - D. A task order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY will not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 8.2, hereof, shall constitute the termination of any and all outstanding task orders.
  - E. The CONSULTANT will begin services under any Task Order when authorized by a Notice to Proceed issued by the City Manager or his designee.
- 3.4 The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project Task Orders from another source.
- 3.5 CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and

omissions or errors are made by CONSULTANT which require the expenditure of additional funds for additional work by CITY, CITY may require the CONSULTANT to provide the additional services at the CONSULTANT cost within its Standard of Care in an effort to comply. Nothing herein shall be construed to prevent City from pursuing any other remedy provided for herein, including, but not limited to, the filing of a claim pursuant to the insurance coverage required by paragraph 8.9 herein below."

- 3.6 CONSULTANT is required to perform the task orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the project. In all task orders, where changes to any laws, codes or regulations affecting the project have a projected effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.

#### ARTICLE 4

##### TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of three (3) years from the effective date of the Resolution by the Commission approving the Agreement, whether the Agreement is signed by the parties or not. The Agreement will be in effect upon execution by both parties and after approval by the Commission. The Agreement may be renewed for two (2) additional two (2) year periods with consent of both parties and approval by Resolution of the Commission.

- 4.1 CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the Notice to Proceed for such services.
- 4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for

completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.4 In the event the Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.

4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 8.8, INDEMNITY.

4.6 Deleted.

## ARTICLE 5

### COMPENSATION AND METHOD OF PAYMENT

#### 5.1 AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods which shall be used to pay for the CONSULTANT's services are limited to the following:

5.1.1 Lump sum payment which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.

A. The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During the Construction Contract Administration Phase, it is agreed by both parties that should construction through no fault of the CONSULTANT be completed later than originally schedule, that a proportional part of compensation will be added to the CONSULTANT's fee. An approved in writing amount will be agreed to prior to any billing from CONSULTANT.



- B. In the event of a change of scope, City shall authorize in writing an appropriate decrease or increase in compensation.
- C. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month including all reimbursable expenses.
- D. Upon request of the City, the CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.1.2 Cost Reimbursable-Per Diem (Time and Expenses)

A. Per diem rates are those hourly or daily rates charged for work performed on the PROJECT by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to City's fiscal year adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

B. Hourly rates for the contract:

Principal, architect I	\$215.00
Project manager, architect II	\$185.00
Project coordinator	\$120.00
Construction administrator	\$120.00
Senior Designer	\$135.00
Purchasing Agent	\$120.00
Draftsman I	\$ 95.00
Staff Designer/Designer	\$ 90.00
Draftsman II	\$ 70.00
Administrative	\$ 55.00

A specific description for each position referenced herein above is attached hereto, incorporated by reference, and more particularly described as Exhibit C.

C. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

- D. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- E. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2 REIMBURSABLES

5.2.1 Direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. There will be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator. Mileage reimbursement when approved is pursuant to Florida Law.
- b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Travelodge.
- c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail among the CONSULTANT's various permanent offices. If applicable, the CONSULTANT's field office at the Project site is not considered a permanent office. All costs shall be billable at a cost plus 10%, normal and customary to CONSULTANT.
- d) Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs are as follows:

24 x 36 Black and White Print	\$2.50 / print
11 x 17 Color Print	\$1.50 / print
11 x 17 Black and White Copy	\$0.40 / copy
8 ½ x 11 Color Copy	\$1.10 / copy
8 ½ x 11 Black and White Copy	\$0.20 / copy

- e) Identifiable testing costs approved in writing by Contract Administrator shall be billable at a cost plus 10%, normal and customary to CONSULTANT.
  - f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the CONTRACTOR. All costs shall be billable at a cost plus 10%, normal and customary to CONSULTANT.
  - g) Any project specific insurance premium of CONSULTANT'S required for CITY's project over One Million Dollars (\$1,000,000.00) in coverage.
- 5.2.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, CITY 's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.
- 5.2.3 All subconsultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. These amounts shall not increase each fiscal year of CITY By more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable subconsultant expenses are limited to the items in Paragraph 5.2.1 described above when the subconsultant's agreement provides for reimbursable expenses.

## METHOD OF BILLING

### 5.3.1 Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific project number and task order if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to the phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for

past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

#### 5.3.2 Cost Reimbursable-Per Diem (Time and Expenses) Compensation

CONSULTANT shall submit billings that are identified by the specific project number and task order on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Hourly Rate Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.3.3 Upon request, CONSULTANT will provide copies of past paid invoices to any subcontractor or subconsultant prior to receiving payment. CITY reserves the right to pay any subcontractor or subconsultant if CONSULTANT has not paid them timely and the services of the subcontractor or subconsultant are necessary to complete the PROJECT or any task order.

#### 5.4 METHOD OF PAYMENT

5.4.1 CITY shall pay CONSULTANT within thirty (30) calendar days of City's approval of CONSULTANT's invoice with documentation as provided above. Upon receipt of invoice City shall review and provide acceptance or rejection of invoice within (5) calendar days.

5.4.2 Payment will be made to CONSULTANT at:

mbi | k2m Architecture, Inc.  
1001 Whitehead Street, Suite 101  
Key West, Florida 33040

## ARTICLE 6

### ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 6.1 CITY or CONSULTANT may request changes that would modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 5.

## ARTICLE 7

### CITY 'S RESPONSIBILITIES

- 7.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 7.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 CITY shall review the CONSULTANT's itemized deliverables/documents identified in the task orders and respond in writing with any comment within the time set forth in the task order or within a reasonable time.
- 7.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor or in the services of the CONSULTANT.

## ARTICLE 8

### MISCELLANEOUS

- 8.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Project, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Project for which they are made is completed or not. They shall be delivered by CONSULTANT to CITY as provided in each task order, in hard copy and modifiable electronic format or as otherwise specified. In addition, they shall be provided to CITY within five days of the receipt of request from the Contract Administrator or receipt of a written notice of termination. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another project.

## 8.2 TERMINATION

8.2.1 This Agreement may be terminated with or without cause by CITY at any time.

8.2.2 Notice of termination shall be provided in accordance with paragraph 8.12 of this Agreement.

8.2.3 In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until be paid prior to all documents specified in Section 8.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed. CONSULTANT acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for CITY's right to terminate this Agreement for convenience.

## 8.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of fifteen (15) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or fifteen (15) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

8.4 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

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

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

8.5 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY , may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY , may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY , and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY 's competitive procurement activities.

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

**CONSULTANT will promptly notify CITY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.**

## 8.6 SUBCONSULTANTS

CONSULTANT may use subconsultants to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the following list of subconsultants submitted by CONSULTANT. The list of subconsultants along with hourly rates submitted and currently approved is as follows:

- |                        |          |
|------------------------|----------|
| a. TKW Consulting      |          |
| 1. Principal-in-charge | \$225.00 |
| 2. Senior engineer     | \$175.00 |
| 3. Engineer II         | \$150.00 |
| 4. Engineer intern II  | \$85.00  |
| 5. Engineer intern I   | \$75.00  |
| 6. Senior designer     | \$125.00 |
| 7. Designer            | \$85.00  |
| 8. Technician II       | \$75.00  |
| 9. Technician I        | \$65.00  |



- b. TLC Engineering for Architecture
  - 1. Director \$195.00
  - 2. Senior engineer \$165.00
  - 3. Project engineer \$135.00
  - 4. Engineer/Specialist \$105.00
  - 5. Graduate engineer, designer, Administrative secretary \$85.00
  - 6. Technician, secretary, intern, clerical \$60.00
  
- c. The Craig Company [ ]
  - 1. Principal: \$185.00
  - 2. Senior Associate \$155.00
  - 3. Associate \$115.00
  - 4. Technical / Clerical \$ 85.00
  
- d. Perez Engineering and Development
  - 1. Principal \$150.00
  - 2. Senior Engineer \$120.00
  - 3. Project Engineer \$100.00
  - 4. CAD/Designer \$ 75.00
  - 5. Construction Inspector \$ 75.00
  
- e. B.W. Sprague, Inc.
  - 1. Principal \$185.00

A specific description for each position referenced herein above is attached hereto, incorporated by reference, and more particularly described as Exhibit C.

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 8.6.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in accordance with its professional Standard of Care. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to recognized Standards of Care.

## 8.8 INDEMNITY

### 8.8.1 Professional Liability

To the fullest extent permitted by law the CONSULTANT agrees to indemnify and hold the Client, its officers, officials, and employees (hereinafter "Client") harmless from and against losses, damages, expenses and costs to the extent arising from a negligent act, error or omission by the CONSULTANT or its employees or anyone for whom the CONSULTANT is legally liable.

### 8.8.2 Non-Professional Liability (General Liability)

Consultant expressly agrees herein to indemnify, defend and hold harmless City, its officers, employees and agents from all actions, claims, penalties, and judgments for damages at law or equity of any nature whatsoever arising, or alleged to arise, out of the subject matter of this Agreement, or out of the acts or omissions of Consultant, its employees, agents, independent contractors, licensees, customers or invitees, including, but not limited to, any and all claims, demands, or causes of action resulting from injuries or damages sustained by any person or property. Consultant shall defend City, and shall pay all reasonable expenses incurred by City in defending itself, with regard to all damages and penalties City may legally be required to pay as a result of the rights granted hereunder. Expenses shall include all incidental expenses including attorney fees, and shall include a reasonable value of any services rendered. The provisions of this section shall survive the expiration or termination of this Agreement

## 8.9 INSURANCE

CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance.

Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect CITY by naming CITY as an additional insured under the Comprehensive General or Commercial Liability Insurance policy and Automobile policy hereinafter described:

- 8.9.1 Workers' compensation and employer's liability insurance as required by the State of Florida.

- 8.9.2 Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Million Dollars (\$1,000,000.00) combined single limits and annual aggregate.
- 8.9.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the CONSULTANT or of any of its employees, agents, or subcontractors or subconsultants, including Premises and /or Operations, Independent Contractors; Broad Form Property Damage, and a Contractual Liability Endorsement with One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate.
- 8.9.4 Professional liability insurance of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. If the policy is a "claims made" policy, Consultant shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- 8.9.5 CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in Paragraphs 8.9.2 and 8.9.3.
- 8.9.6 CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by the CITY during the term of this contract. CITY will not pay for increased limits of insurance for subconsultants.
- 8.9.7 CONSULTANT shall provide to CITY the Certificates of Insurance or a copy of all insurance policies including those naming the CITY as an additional insured required by Section 8.9 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

#### 8.10 REPRESENTATIVE OF CITY AND CONSULTANT

- 8.10.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY

employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

8.10.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

#### 8.11 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### 8.12 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:

Annalise Mannix  
Manager of Engineering Services  
PO Box 1409  
Key West, FL 33041-1409

**and**

Jim Scholl, City Manager  
City of Key West  
PO Box 1409  
Key West, FL 33041-1409

##### FOR CONSULTANT:

Michael B. Ingram, Director

mbi | k2m Architecture, Inc.  
1001 Whitehead Street, Suite 101  
Key West, FL 33040

#### 8.13 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

#### 8.14 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

#### 8.15 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as such key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

mbi	k2m	Michael B. Ingram	Principal
mbi	k2m	Scott C. Maloney	Principal
mbi	k2m	Will Shepler	Project Manager
mbi	k2m	Anthony Sarno	Project Coordinator
mbi	k2m	Craig Pennington	Project Coordinator
mbi	k2m	Tanya Oldja	Draftsman
mbi	k2m	Kelli Schaffran	Interior Designer
mbi	k2m	Marta Ralston	Interior Designer
Perez Engineering		Allen Perez	Principal
Perez Engineering		Jeff Rogers	Engineer
Craig Company		Don Craig	Principal
Craig Company		Barb Mitchell	Landscape
BW Sprague Inc.		Bill Sprague	Principal
TLC Engineering for Architecture		Brett McKinstry	Principal
TLC Engineering for Architecture		Mike McClafferty	Mechanical Engineer
TLC Engineering for Architecture		Pete Donnelly	Electrical Engineer
TKW Consulting Engineers		Shawn Anderson	Principal
TKW Consulting Engineers		James Lange	Structural Engineer

#### 8.16 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 8.17 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or subconsultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

#### 8.18 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially

antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to use subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

#### 8.19 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 8.20 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### 8.21 COMPLIANCE WITH LAWS

CONSULTANT shall consistent with its professional Standard of Care, comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

#### 8.22 SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement.

#### 8.23 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### 8.24 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

#### 8.25 APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

#### 8.26 INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:  
Exhibit A. General Scope of Services for Phases of Project  
Exhibit B. Task Order Log


#### 8.27 COUNTERPARTS

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




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

ATTEST:

  
Cheryl Smith, City Clerk

CITY OF KEY WEST, by and through its  
KEY WEST CITY COMMISSION

By:

  
Morgan McPherson, Mayor

16th day of September, 2008.

ATTEST:

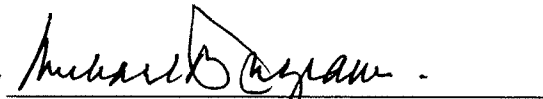
By

  
Secretary

WILLIAM SHEPLER  
(Print Name of Secretary)

mbi | k2m Architecture, Inc.

By

  
Michael B. Ingram, President

17 day of September, 2008.

## EXHIBIT "A"

### GENERAL SCOPE OF SERVICES FOR PHASES OF PROJECT

These are the minimum requirements for the work to be performed during the phases of the project.

#### PROGRAMMING PHASE – Task Order 1 and 2

- (a) CONSULTANT shall develop Planning Studies for space requirements and program to establish the following detailed requirements for the Project: design objectives, limitations and criteria; space relations; functional responsibilities of personnel; flexibility and expansibility; and special equipment and systems. The Contract Administrator will furnish CITY space standards.
- (b) CONSULTANT shall provide and submit Planning Studies for space and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.
- (c) CONSULTANT shall schedule time to gather documentation and make a determination of requirements to obtain a waiver of the requirements for concurrency.
- (d) CONSULTANT shall research all codes, laws, rules, regulations and ordinances pertaining to the Project.
- (e) CONSULTANT shall provide written cost estimates for the Project and budgeting services based on the above Planning Studies and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services, proposed initial construction cost estimate, and cash flow time line.

In providing opinions of probable construction cost, the Client understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's opinion of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's opinion of probable construction cost.

- (f) CONSULTANT shall submit to the Contract Administrator for approval (and shall modify and resubmit to Contract Administrator until approved if not initially satisfactory to the Contract Administrator of which reasonable approval shall not be withheld) in accordance with the Task Orders noted in Exhibit B, such documents and drawings as required to illustrate the Program listed in (a) thru (e) above.

1. PHASE I--SCHEMATIC DESIGN PHASE

- (a) CONSULTANT shall review the Program for this Project to ascertain the requirements of the Project and shall confirm such requirements with the Contract Administrator.
- (b) Based on the mutually agreed upon Program, CONSULTANT shall prepare and submit to Contract Administrator for approval (and shall modify and re-submit to Contract Administrator until approved by Contract Administrator if not initially satisfactory of which reasonable approval shall not be withheld) Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components, as well as an initial construction budget revision and cash flow timeline, within the time set forth in the task order. CONSULTANT shall revise the drawings and documents as required to reflect comments from the Contract Administrator.
- (c) CONSULTANT shall submit to the Contract Administrator a written Statement of Probable Construction Cost based on square footage, volume or other unit costs.
- (d) CONSULTANT shall research all applicable codes, ordinances, rules, regulations and requirements of governmental authorities having jurisdiction over the Project.

2. PHASE II--DESIGN DEVELOPMENT PHASE

- (a) CONSULTANT shall prepare from the approved Schematic Design Documents, and submit to the Contract Administrator for approval (and shall modify and re-submit to the Contract Administrator until approved by the Contract Administrator if not initially satisfactory of which reasonable approval shall not be withheld) the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including Architectural, civil, structural, mechanical, plumbing, fire protection, and electrical systems, materials and such other essentials as may be appropriate, all within the time period set forth [herein or in the Program.] CONSULTANT shall consider the availability of materials, equipment and labor, construction sequencing and scheduling,

economic analysis of construction and operations, user safety and maintenance requirements and energy conservation.

(b) The Design Development Drawings/Documentation shall consist of but not be limited to the following:

1. Expansion of the Architectural, civil, structural, mechanical, plumbing, fire protection, and electrical Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through appropriate:

Plans, sections and elevations

Typical construction details

Three dimensional sketches as required for construction detailing only

Basic materials and finishes

Equipment and furniture layouts and space requirements

Basic structural system and dimensions

Energy conservation measures

Outline Specifications

Basic selection of mechanical and electrical equipment and their capabilities.

2. Development scheduling services consisting of reviewing and updating previously established schedules.

3. Written Statement of Probable Construction Cost consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost and Cash Flow Timeline.

4. CONSULTANT shall revise the documents as required to reflect comments from the Contract Administrator.

(c) Consultant shall design the Project consistent with its professional Standard of Care comply with all then existing and applicable codes, laws, rules, regulations and requirements of all governmental authorities having jurisdiction over the Project, and shall take into account all known pending changes to the foregoing.

3. PHASE III--CONTRACT DOCUMENTS PHASE

- (a) CONSULTANT shall prepare from the approved Design Development Drawing Documents and submit to the Contract Administrator for approval (and shall modify and re-submit to Contract Administrator until approved by Contract Administrator if not initially satisfactory of which reasonable approval shall not be withheld), the working drawings and specifications setting forth in detail and prescribing the work to be done, the materials, workmanship, finishes and equipment required for the Architectural, civil, structural, mechanical, plumbing, fire protection, and electrical work and the necessary bidding information (collectively referred to as the "Contract Documents") all within the time period set forth. The Contract Administrator shall be kept informed, in advance and in writing, of any possible adjustments of the probable construction costs or completion schedules indicated by changes in scope, requirements and/or foreseeable market conditions. CONSULTANT shall, in the preparation of the drawings and specifications, take into account all then prevailing codes and regulations governing construction in City of Key West. Work tasks to accomplish this include but are not limited to the following:
1. Prepare drawings and specifications for construction.
  2. Update and revise the probable cost of construction and cash flow timeline.
  3. CONSULTANT shall assist CITY in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
- (b) The Contract Documents shall be sufficiently complete and include sufficient detail to permit issuance of a building permit and responsive bids obtained.
- (c) The Contract Administrator's review and approval of the Contract Documents shall be as to concept only and shall not be deemed review and approval of the technical requirements or aspects thereof.

4. PHASE IV--BIDDING OR NEGOTIATION PHASE

- (a) CONSULTANT shall, following the Contract Administrator's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, assist CITY in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts. In the case of phased construction, CITY may authorize bidding of portions of the Project prior to completion of the Construction Documents Phase. CONSULTANT shall provide, but not be limited to, the following tasks:

1. Assist CITY in the preparation of bidding information.
2. CONSULTANT shall provide copies of the plans and technical specifications to any governmental agency (such as the Public Health Unit, Department of Natural Resource Protection and local building departments) from which any approvals are required prior to the public notice for the Invitation to Bid.
3. CONSULTANT shall provide to the Contract Administrator sealed reproducible copies of the construction drawings and specifications in hard copy and in modifiable electronic format.
4. CONSULTANT shall assist in the bid comparisons to assure that bids are complete, accurate, and equitably reviewed.

5. PHASE V--CONSTRUCTION CONTRACT ADMINISTRATION PHASE

- (a) Construction Phase will commence with the award of the Construction Contract(s) and will not terminate until a Certificate of Occupancy of the completed Project is issued by the applicable jurisdiction, or when final payment is due the Contractor, or in their absence, fifteen (15) days from the date of final completion. CONSULTANT will administer said Construction Phase according to the terms of this Agreement and in accordance with the duties and responsibilities set forth in the Contract Documents for the duration of the Construction Phase.
- (b) CONSULTANT shall consult with and advise CITY and act as its representative as provided in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as defined in said Contract Documents shall not be modified without CONSULTANT's written consent after Project is let out to bid; all of CITY's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of CITY to the extent provided in said Contract Documents except as otherwise provided in writing.
- (c) CONSULTANT shall visit the site at intervals appropriate to the stage of construction, but not less than twice a week during the construction, to familiarize itself in detail with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. On the basis of its on-site observation, CONSULTANT shall exercise reasonable care and diligence to guard CITY against defects and deficiencies in the work by the Contractor and to determine if the work is proceeding in accordance with all of the requirements of the Contract Documents. CONSULTANT shall not be responsible for construction means,

methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; however, CONSULTANT shall have the duty to give prompt notification in writing to CITY of any failure of the Contractor, of which CONSULTANT may be aware as a result of its observations, to follow and conform to the Contract Documents and specifications, but shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

- (d) Review and approve Shop Drawings and samples within the time specifications set forth in the Contract Documents, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; and respond to Contractor's requests for information or clarification, all of which shall be performed in a prompt and timely manner so as not to delay the performance of the Contractor.
- (e) Issue all instructions of the Contract Administrator to Contractor(s); prepare change orders and written summaries in electronic format for their justification as required; assure strict adherence to contract documents and aggressive review of change orders to assure reasonable expenditure of CITY's funds; as CITY 's representative, require special inspection or testing of the work; CONSULTANT shall act as interpreter of the requirements of the Contract Documents and judge of performance thereunder.

- (f) Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on its review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing to the Contract Administrator payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to CITY, based on such observations and review, that the work has progressed to the point indicated and that, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its approval), but by approving an application for payment, CONSULTANT will not be deemed to have represented that it has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to CITY free and clear of any lien, claims, security interest or encumbrances.
- (g) CONSULTANT shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other person (except its own employees and agents) at the Project site or otherwise performing any of the work of the Project.
- (h) CONSULTANT shall prepare Change Orders in compliance with CITY procedures.
- (i) CONSULTANT shall conduct inspections to determine if the Project is substantially complete and the date of substantial completion and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and the date of final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate of Payment.
- (j) CONSULTANT shall obtain from the Contractor one (1) set of reproducible sealed record drawings and one set in modifiable electronic format prepared by the Contractor, reflecting conditions based upon actual construction. These drawings shall be reviewed by CONSULTANT for general completeness of information and shall be submitted to and be the property of CITY.
- (k) Changes to drawings, documents and/or specifications which are the result of a direct request for changes by CITY for additional or extra work and not in



any way a correction or clarification of work done by CONSULTANT or the result of incomplete work required of CONSULTANT shall be deemed "Additional Services" and CONSULTANT shall be reimbursed upon review and approval by CITY.

6. PHASE VI--POST CONSTRUCTION PHASE

CONSULTANT shall assist in the inspection of the Project thirty (30) days before expiration of the two-year construction warranty period and report any defective work under the terms of the guarantee/warranty required by the construction contract CONSULTANT shall assist CITY with administration of guarantee/warranty for correction of defective work that may be discovered during said guarantee/warranty period, or additional periods of time applicable by other warranties.

## EXHIBIT B – TASK ORDER LOG

Task Order #1 – Programming – refer to detailed description below  
Task Order #2 – Site Evaluation – refer to detailed description below  
Task Order #3 – Schematic Design – to be determined  
Task Order #4 – Design Development – to be determined  
Task Order #5 – Construction Documents – to be determined  
Task Order #6 – Bidding and Permitting – to be determined  
Task Order #7 – Construction Administration – to be determined  
Task Order #8 – Project Closeout – to be determined

### **Task Order #1 - Programming**

The CONSULTANT shall consult with representatives of the CITY to review the applicable requirements of the Project in order to understand the goals and objectives of the CITY with respect to their impact on the CITY's space requirements.

The CONSULTANT shall review the requirements necessary for the various Project functions, relationships or operations, such as those for existing and projected personnel, space, furniture, furnishings and equipment, operating procedures and communications.

The CONSULTANT shall assist the CITY in the preparation of a budget for the Work and a Project schedule.

The CONSULTANT shall gather information to be furnished by the CITY's representatives to aid the CONSULTANT in understanding the CITY's present, short-term and long-term personnel and space requirements, including special equipment needs, organizational structure, adjacencies and workflow.

The CONSULTANT shall conduct interviews with the CITY's representatives and shall observe existing conditions at the CITY's facilities.

The CONSULTANT shall develop personnel space standards based upon an evaluation of the functional requirements and standards of the CITY. Personnel space standards shall take into consideration the design and layout of furniture system workstation environments, if applicable. The proposed space standards shall be submitted for the CITY's review and approval.

The CONSULTANT shall develop a general understanding of the CITY's equipment requirements, including data and telecommunications equipment, reproduction equipment and the corresponding environmental conditions required to maintain such equipment.

The CONSULTANT shall prepare a written summary of observations and make recommendations with respect to the planning of the facility. The CONSULTANT shall prepare a written space program for the CITY's review and approval.

Based on the approved written program, the CONSULTANT shall prepare for the CITY's approval adjacency diagrams showing the general functional relationships for both personnel and operations.

Attend meetings, public hearings, and citizen information meetings as directed by the CITY at Standard Hourly Rate. Represent the CITY in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

Deliverable – written book containing written description of programming phase and tasks undertaken, written description of program areas, building program, space relationship diagrams, and space data sheets.

Schedule – Sixty (60) days from Notice to Proceed.

Fee – Lump Sum in accordance with Article 5.1.1 - FIFTY THOUSAND DOLLARS (\$50,000.00) which includes an allocation of \$1500.00 for reimbursable expenses.

### **Task Order #2 – Site Evaluation**

The Site Evaluation phase includes the review of three (3) different sites designated by City.

Site Program Analysis: Analyze the CITY's building program with respect to the area required for building prepared in Task Order #1 against area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.

Site Analysis and Selection: Analyze a site or sites designated by the CITY. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets. Evaluate the site studies to assist the CITY in selecting the site for the CITY's project.

Site Context: Describe physical characteristics and context of immediately surrounding area and a general land use pattern, with a brief description of proximate development, such as agricultural, single-family detached residential, single-family attached residential, multi-family residential, retail, commercial, office, light industrial, heavy industrial, public and semi-public use, park and open space, vacant, or other appropriate land uses.

Cultural Factor Analysis: Research the history of the site that may include historic land uses, existing structures on and adjacent to the site, archaeological significance, other cultural factors and analyze the impact of the proposed use on the surrounding sites and community.

**Site Development Planning:** Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.

**Site Utilization Studies:** Prepare a site analysis, which may include land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems. Analyze surface and subsurface conditions, soils reports for each perspective site furnished by CITY, vegetation, slope of land, ecological requirements, deeds, zoning and other legal restrictions, landscape features and materials.

**Utility Studies:** Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines.

**Design Guidelines:** Prepare design guidelines to develop a set of standards for site improvements, including signage, lighting, landscaping, pedestrian amenities, banners, and other similar guidelines.

**Parking and Circulation Analysis:** Determine parking requirements for the Project, including the number of parking spaces required by governing agencies and the CITY.

**Economic Analysis:** Based on the above surveys, evaluations, studies and inventories, assess the extent of buildable area and the potential impact on development cost.

**Estimate of the Cost of the Work:** Prepare a preliminary estimate of the cost of the work for the development of the site based on the design approved by the CITY.

**Planning and Zoning Analysis:** Identify and research applicable planning and zoning ordinances. Develop and present options to the CITY.

**Meetings and Presentations:** Attend meetings, public hearings, and citizen information meetings as directed by the CITY. Represent the CITY in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

Deliverable – written book containing description of findings in accordance with criteria above, site recommendation, and conceptual site plans.

Schedule – Sixty (60) days from Notice to Proceed

Fee – Lump Sum in accordance with Article 5.1.1 - THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) which includes an allocation of \$1000.00 for reimbursable expenses.

Optional Additional Service - At the request of the CITY, the CONSULTANT shall evaluate alternative buildings and / or sites with respect to the CITY's programmatic requirements. The CONSULTANT shall review the alternative buildings and / or sites with respect to gross, usable or rentable area, building and site configuration and architectural features. The CONSULTANT shall report to the CITY observations and recommendations based on the evaluation of the alternative buildings and / or sites. The cost shall be FIVE THOUSAND DOLLARS (\$5,000.00) per new limited evaluation.

## EXHIBIT C – JOB DESCRIPTIONS

### **Job Descriptions for mbi | k2m Architecture, Inc.**

#### **Principal, architect I**

Director of Company serving as Principal-in-Charge role or lead design architect on projects. Licensed professional architect that has ownership in the firm. Has a passion for finding new ways to improve existing methods, new uses for materials, and innovative solutions for commonplace problems. Selects, evaluates, and implements procedures and techniques used on projects. Strong communication skills, good working knowledge of construction and detailing; on-site observation also required. Manager will be responsible for writing contracts, scheduling staff, managing fees and schedule, and overseeing process. Broad-range of design experience in a multitude of industries, including commercial, office, hospitality, government, institutional, and residential. Fortes include master planning and feasibility studies, programming and preliminary design services, and project management for complex projects. Manages a diverse team of professionals that complete projects through all phases of development. In addition, serves as the primary point of contact for clients for each phase of the project from then initial idea to post-occupancy review.

#### **Project manager, architect II**

Licensed professional architect with a minimum of fifteen (15) years professional experience. Has a passion for finding new ways to improve existing methods, new uses for materials, and innovative solutions for commonplace problems. Selects, evaluates, and implements procedures and techniques used on projects. Strong communication skills, good working knowledge of construction and detailing; on-site observation also required. Manager will be responsible for writing contracts, scheduling staff, managing fees and schedule, and overseeing process. Plans, directs, and coordinates activities of designated project to ensure that goals or objectives of project are accomplished within prescribed time frame and funding parameters by performing the following duties personally or through subordinates. Essential Duties and Responsibilities are as follows but are not limited to:

- Assumption and implementation of projects from start through completion.
- Manages the mbi | k2m project team.
- Accurate record keeping and documentation throughout course of work.
  - Project Documentation includes: memos, meeting minutes, all telephone correspondence, emails, fax, letters, directives, supplemental instructions and the like.
- Maintains understanding of project financial issues including:
  - Credit ratings, Terms of agreement, Changes in agreement scope, Billing process, Settlements
- Schedules meetings, records all meetings, and insures follow-up on decisions made.
- Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.
- Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel.
- Confers with project staff to outline work plan and to assign duties, responsibilities, and scope of authority.

- Directs and coordinates activities of project personnel to ensure project progresses on schedule and within prescribed budget.
- Reviews status reports prepared by project personnel and modifies schedules or plans as required.
- Prepares project reports for management, client, or others.
- Confers with project personnel to provide technical advice and to resolve problems.
- Coordinates project activities with activities of government regulatory or other governmental agencies.
- Oversees and plans all architectural / engineering aspects of construction projects. Responsible for final specifications, approval for ordered materials, and overall guidance on objectives and concepts.
- Administers construction contracts and conducts periodic on-site observation of work during construction to monitor compliance with plans.

### **Project manager**

Licensed professional architect with a minimum of seven (7) years professional experience or a minimum of fifteen (15) years of project management experience if unlicensed. Has a passion for finding new ways to improve existing methods, new uses for materials, and innovative solutions for commonplace problems. Selects, evaluates, and implements procedures and techniques used on projects. Strong communication skills, good working knowledge of construction and detailing; on-site observation also required. Manager will be responsible for writing contracts, scheduling staff, managing fees and schedule, and overseeing process. Plans, directs, and coordinates activities of designated project to ensure that goals or objectives of project are accomplished within prescribed time frame and funding parameters by performing the following duties personally or through subordinates. Essential Duties and Responsibilities are as follows but are not limited to:

- Assumption and implementation of projects from start through completion.
- Manages the mbi | k2m project team.
- Accurate record keeping and documentation throughout course of work.
  - Project Documentation includes: memos, meeting minutes, all telephone correspondence, emails, fax, letters, directives, supplemental instructions and the like.
- Maintains understanding of project financial issues including:
  - Credit ratings, Terms of agreement, Changes in agreement scope, Billing process, Settlements
- Schedules meetings, records all meetings, and insures follow-up on decisions made.
- Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.
- Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel.
- Confers with project staff to outline work plan and to assign duties, responsibilities, and scope of authority.
- Directs and coordinates activities of project personnel to ensure project progresses on schedule and within prescribed budget.
- Reviews status reports prepared by project personnel and modifies schedules or plans as required.
- Prepares project reports for management, client, or others.

- Confers with project personnel to provide technical advice and to resolve problems.
- Coordinates project activities with activities of government regulatory or other governmental agencies.
- Oversees and plans all architectural / engineering aspects of construction projects. Responsible for final specifications, approval for ordered materials, and overall guidance on objectives and concepts.
- Administers construction contracts and conducts periodic on-site observation of work during construction to monitor compliance with plans.

### **Construction administrator**

Construction or architectural professional with a minimum of seven (7) years experience in construction related services. Construction Administrator is responsible for bidding and construction phase work on substantial projects. Selects, evaluates, and implements procedures and techniques used on projects. Also responsible for writing reports in accordance with the Way, reviewing completed plans and specifications, preparing project estimates, and participating in weekly project manager meetings. Plans, directs, and coordinates activities of designated project to ensure that goals or objectives of project are accomplished within prescribed time frame and funding parameters by performing the following duties personally or through subordinates. Essential Duties and Responsibilities are as follows but are not limited to:

- Assumption and implementation of projects from the bid phase until they are constructed.
- Confers with supervisory personal, engineers, and other consultants necessary to facilitate a smooth construction process.
- Schedules meetings, records all meetings, and insures follow-up on decisions made.
- Prepares project reports for management, client, or others.
- Confers with project personnel to provide technical advice and to resolve problems.
- Coordinates project activities with activities of government regulatory or other governmental agencies.
- Manages multiple projects at any one time.

### **Senior Designer**

Licensed through the National Council of Interior Design Qualification with a minimum of six (6) years experience. Must be self-motivated project manager with a passion for finding new ways to improve existing methods, new uses for materials, and innovative solutions for commonplace problems. Selects, evaluates, and implements procedures and techniques used on projects. Strong communication skills, good working knowledge of construction and detailing; on-site observation also required. Manager will be responsible for writing contracts, scheduling staff, managing fees and schedule, and overseeing process. Plans, designs, and furnishes interior environments of residential, commercial, and institutional buildings. Responsible for design projects from moderate to large scale in scope. Exercises supervisory responsibilities for junior personnel as assigned. Essential Duties and Responsibilities are as follows but are not limited to:

- Confers with client to determine design preferences, purpose, and function of environment, budget, types of construction, equipment to be installed, and other factors which affect planning interior environments.
- Integrates findings with knowledge of interior design and formulates environmental plan to be practical, esthetic, and conducive to intended purposes such as raising productivity, selling merchandise, or improving life style of occupants.



- Advises client on interior design factors such as space planning, layout and utilization of furnishings and equipment, color schemes, and color coordination.
- Coordinates with procurement department for acquisition of all FF & E items for each project.
- As a Senior Designer, participates in management level policy discussions affecting business direction. Follows mbi-k2m standard office procedures and represents the company in a professional manner at all times.
- Broad knowledge of vendors and resources to expedite the research phase of appropriate materials. Understanding of quality and budget issues of each manufacturer. Able to negotiate special pricing for large jobs in conjunction with purchasing staff. Capable of developing custom products or alterations to best fit project objectives.
- Accurate in writing specifications detailing the pertinent information for the Purchasing Department to process orders effectively. Written, photo and sample information combined on page to serve as a project manual and client record. May oversee staff designer or intern when assisting on this phase. Responsible for checking accuracy of content.
- Familiar with building codes, ADA guidelines and Flag standards.
- Priorities – Able to work efficiently in conjunction with established timetables. Ability to work on multiple projects simultaneously, altering priorities when required. Understand what staff or intern is capable of handling and assign tasks accordingly. Create budget reports, quantity matrix, punch lists, and other projects related documents and tracking methods of implementation.
- Write a complete scope of work document to issue with specification manual or bid packages as required. Communicate with client in order to outline responsibilities of all parties. Update, revise and issue any changes to all involved.
- Create and issue bid packages, hold GC meetings and site walk-throughs, conduct project meetings as required by job. Create agenda document and issue meeting notes as required.
- Flexible – Ability to handle change and last minute alterations of design or scope due to issues including: client requests, budget/schedule challenged or added benefits to overall package aesthetically or economically.

### **Purchasing Agent**

Professional with a minimum of seven (7) years practical experience. Coordinates activities involved with procurement of goods and services. Work very closely with the client, design team, receiving warehouse and accounting department in regards to all FF & E purchases. Interface with suppliers and manufacturers, negotiate and secure pricing, issue and track purchase orders, maintain budgets, freight claims, warehousing coordination, schedule deliveries, issue tracking reports every 30 days to team members. Essential Duties and Responsibilities are as follows but are not limited to:

- Direct liaison with customer exercising significant discretion who reviews requisitions and ensure appropriate purchases are made to ensure satisfaction.
- Great communication & negotiation skills.
- Full authority to confer with vendors to obtain product or service information such as price, availability, and delivery schedule.
- Exercises discretion in selection of products for purchase by testing, observing, or examining items.
- Estimates values according to knowledge of market price.

- Determines method of procurement such as direct purchase or bid.
- Prepares purchase orders or bid requests.
- Reviews bid proposals and negotiates contracts within budgetary limitations and scope of authority.
- Maintains procurement records such as items or services purchased, costs, delivery, product quality or performance, and inventories and reports status to team members.
- Discusses defective or unacceptable goods or services with inspection or quality control personnel, users, vendors, and others to determine source of trouble and take corrective action.
- Approves invoices for payment.
- Dictates project scheduling and delivery of goods to users.
- Monthly reports for Clients, accounting coordination, establishing procedures for purchasing.

### **Draftsman I**

Professional with minimum six (6) years practical experience related to architecture. Conceives, designs, plans, and constructs models for new or modified structures. Relies on instructions and established guidelines to perform the functions of the job. Prepares clear, complete and accurate working plans and detail drawings from rough or detailed sketches or notes by performing the following duties. Essential Duties and Responsibilities are as follows but are not limited to:

- Makes final sketch of proposed drawing, checking dimension of parts, materials to be used, relation of one part to another, and relation of various parts to whole structure or project.
- Utilizes knowledge of various architectural and engineering practices, construction techniques, building materials to complete drawings.
- Makes any adjustments or changes necessary or desired.
- Draws finished designs from sketches.
- Uses computer assisted drafting (CAD) equipment and software.
- Assist junior staff in understanding of CAD system and proper detailing techniques.

### **Staff Designer/Designer**

Professional with a minimum of three (3) years practical experience with a specific focus on professional registration. Plans, designs, and furnishes interior environments of residential, hospitality, commercial, and institutional buildings by performing the following duties. Essential Duties and Responsibilities are as follows but are not limited to:

- Confers with client to determine interior design preferences, purpose and function of environment, budget, types of construction, furniture/fixtures & equipment to be installed, and other factors which affect planning interior environments.
- Integrates findings with knowledge of interior design and formulates environmental plan to be practical, aesthetic, and conducive to intended purposes such as raising productivity, selling merchandise, or improving life style of occupants.
- Advises client on interior design factors such as space planning, layout and utilization of furnishings and equipment, color schemes, and color coordination.
- Renders design ideas in form of paste ups, drawings, or illustrations, estimates material requirements and costs, and presents design to client for approval.
- Familiar/experienced with FF & E materials and sources and proper install instructions.
- Selects or designs furnishings, art works, and accessories.
- Coordinate with subcontractors.

- Plans and designs interior environments for multiple project types.
- Fabrication, installation, and arrangement of carpeting, fixtures, accessories, decorative lighting, draperies, paint and wall coverings, art work, furniture, and related items.
- Drawings – Proficient with AutoCAD and hand drafted drawings including executing floor plans, elevations, reflected ceiling plans, and sections. Detail drawing knowledge of millwork, material patterns, etc. to communicate any intricacies of the design. Proficient in use of notes, keys and schedules to clarify concepts. Able to compile a complete set of interior construction documents on a large scale project. Interface with consultants when required and coordinate correctness of ID vs. Arch packages.
- Coordinates with procurement department for acquisition of all FF & E items for each project.

### **Draftsman II**

Professional with minimum two (2) years practical experience related to architecture. Conceives, designs, plans, and constructs models for new or modified structures. Relies on instructions and established guidelines to perform the functions of the job. Prepares clear, complete and accurate working plans and detail drawings from rough or detailed sketches or notes by performing the following duties. Essential Duties and Responsibilities are as follows but are not limited to:

- Makes final sketch of proposed drawing, checking dimension of parts, materials to be used, relation of one part to another, and relation of various parts to whole structure or project.
- Utilizes knowledge of various architectural and engineering practices, construction techniques, building materials to complete drawings.
- Makes any adjustments or changes necessary or desired.
- Draws finished designs from sketches.
- Uses computer assisted drafting (CAD) equipment and software.
- Assist junior staff in understanding of CAD system and proper detailing techniques.

### **Administrative**

Professional with one (1) year practical experience. Provides high-level administrative support to Executives and Management staff and otherwise relieves Company Directors of clerical work and minor administrative and business detail by performing the following duties. Essential Duties and Responsibilities are as follows but are not limited to:

- Answers and screens manager's telephone calls and arranges conference calls.
- Coordinates manager's schedule and makes appointments.
- Composes and types routine correspondence including letters, meeting minutes, memos, and transmittals.
- Reads and routes incoming mail. Locates and attaches appropriate file to correspondence to be answered by employer.
- Prepares outgoing mail and correspondence, including e-mail and faxes.
- Organizes and maintains file system, and files correspondence and other records.
- Greets scheduled visitors and conducts to appropriate area or person.
- Support the Receptionist as required.
- Arranges and coordinates travel schedules and reservations.
- Conducts research, and compiles and types statistical reports.
- Coordinates and arranges meetings, prepares agendas, reserves and prepares facilities, and records and transcribes minutes of meetings.

- Makes copies of correspondence or other printed materials.
- Orders / maintains supplies and arranges for equipment maintenance.

## **Job Descriptions for TKW Consulting Engineers**

### **Principal-in-Charge**

Registered Professional Engineer with minimum 15 years experience in the design of structures and project management. Establishes scope of services and fees. Responsible for overall performance of structural design team.

### **Senior Engineer**

Registered Professional Engineer with minimum 10 years experience in the design of structures and project management. Primary contact with Architect and design team. Works with Architect and Principal-in-Charge to establish structural framing system. Directs engineers and drafters. Responsible for day-to-day project design and production.

### **Engineer**

Registered Professional Engineer with minimum 5 years experience in the design of structures. Under direction of Senior Engineer, performs design calculations, coordinates structural details, and prepares structural specifications. Secondary contact with Architect and design team.

### **Engineer Intern II, Engineer Intern I**

Graduate Engineer with less than 5 years experience in the design of structures. Under direction of Senior Engineer, performs basic calculations, computer modeling, and other technical duties.

### **Senior Designer**

Structural Drafter and CAD Technician with minimum 10 years experience in the production of construction documents. Works with Senior Engineer and Engineer on presentation of structural framing and details and coordination with architectural details.

### **Technician II, Technician I**

Structural Drafter and CAD Technician with less than 10 years experience in the production and presentation of construction documents. Under direction of Senior Designer, prepares structural drawings and details.

## **Job Descriptions for TLC Engineering for Architecture**

### **Division Director**

The Division Director provides the necessary leadership, mentoring and guidance to the divisional staff to meet the established goals and assure client satisfaction. In managing the activities within the division, the Division Director assures total quality of all engineering efforts. The Division Director has complete authority over the management of the divisional staff, assignment of projects, proposals and pricing of services, mentoring of senior engineers, and all of the other business decisions of the division. The Director, as a Sr. Engineer, also has authority over the technical aspects of the engineering practice of the discipline and division. The Division Director's scope of work covers a broad spectrum from technical to administrative duties. He/she is responsible to develop positive client relationships and position TLC as the engineer of choice within their marketplace. Additionally, the Division Director is responsible to assure client satisfaction from their division by providing quality designs (free from errors & omissions) on time and within budget. The Division Director is responsible for creating a motivating climate, achieving teamwork and developing staff.

*\*(This category Director (BRF-6) includes: Division Director, Managing Director, Corporate Director, Associate Division Director)*

### **Senior Engineer**

The Senior Engineer provides the necessary technical leadership, mentoring and guidance to the divisional staff in the specific discipline to assure total quality of all engineering efforts, appropriate fee development and timely billing and collection of project fees. The Senior Engineer may serve as the Project Engineer and/or lead discipline designer for a specific project when dictated by the project size, complexity or client request. The Senior Engineer has authority over the technical activities within the specific discipline including the quality all engineering efforts and designs, maintaining the goals, policies, and procedures of TLC. This includes management of the assigned staff within the division, assignment of projects, management of workload within the discipline, generating proposals and pricing of services, mentoring of engineers, and all of the other business decisions of the discipline. The Senior Engineer's scope of work focuses on accountability for the technical discipline and the quality of the technical output. The Senior Engineer coordinates the assignment of projects and monitors workloads to assure completion in a timely manner. He/she creates a motivating climate, achieving teamwork and developing staff. The Senior Engineer is responsible for developing positive client relationships and for assuring client satisfaction. He/she is responsible to coordinate efforts between disciplines and develop a team approach to project completion.

*\*(This category Senior Engineer (BRF-5) also includes: Senior Engineer, Senior Project Engineer, Senior Project Manager, Senior Marketing Representative)*

### **Project Engineer**

The Project Engineer takes ownership and responsibility for the management of all assigned projects. Management of assigned projects includes all planning, design, production, quality control and financial responsibilities. He/she also relies upon an extensive level of knowledge in their specific engineering discipline including a solid knowledge of parallel discipline fields. Coordinates the activities of all team members and assures production meets schedules. The Project Engineer

provides technical leadership, mentoring and guidance to team members to assure total quality of all engineering efforts. The Project Engineer is accountable for the management of projects assigned and has the authority to exercise independent control over the project design and production tasks in the engineer's discipline. He/she supervises the tasks and methods used by the other personnel assigned to the project. The Project Engineer also represents the firm to the client and has authority to commit the firm and its resources to the client and the project. The Project Engineer is accountable for the complete performance of the assigned personnel including the quality of all engineering efforts and designs, assuring project completion on schedule, within budget and to the satisfaction of the client. The Project Engineer is responsible for developing positive client relationships and for assuring client satisfaction. He/she is responsible to coordinate efforts between disciplines and develop a team approach to project completion. The Project Engineer is responsible for the complete performance of the team assigned to each project and for the successful completion of that project within the various parameters set forth for the project.

*\*(This category Project Engineer (BRF-4) includes: Project Engineer, Project Manager, Controller, HR Manager, IT Manager, LEED Manage.)*

## **Engineer II**

The Engineer II either assists the Project Engineer with specific assigned duties in the planning, design and production of the engineering components of large and complex projects or is assigned the responsibility to perform these duties on small and medium size projects. He/she is accountable for the discipline design of projects assigned and client relationships. Relies upon a high level of engineering judgment and experience in developing the appropriate quality engineering solutions, coordinates the activities of other team members and assists in production as needed to meet schedules. The Engineer II has the authority to exercise independent control over the design and production tasks to which assigned. He/she supervises the tasks and methods used by the other personnel assigned to the project. The Engineer II is accountable for the management of projects assigned and specific project designs within the engineer's discipline. Assigned projects and discipline designs must be completed with attention to quality and service within the project budget. He/she is responsible for the control of the production efforts on specific project aspects and helps assure that the project is completed on schedule, within budget and to the satisfaction of the client.

*\*(This category Engineer/Specialist (BRF-3) includes Engineer I, Engineer II, Senior Specialty Designer, Field Representative, PAL 1, PAL II, Business/HR/Public Relations/Marketing Specialist, Lan/Wan Specialist, Cad Programmer, Database Programmer, Executive Assistant.)*

## **Specialty Designer**

The Specialty Designer supports the engineering staff by designing specific components and/or disciplines of a project. He/she utilizes unique or special knowledge in designing engineering solutions in ABS/ADT. The Specialty Designer reports to the engineer responsible for the management of the project. He/she has the authority to exercise independent control over the design and production within their discipline of engineering. The Specialty Designer may supervise the tasks and methods used by other personnel assigned to the project. The Specialty Designer works with a high level of independence and resolves complex design problems relying upon unique specialty experience. The Specialty Designer is responsible for the control of production efforts and works to assure that they are completed with attention to quality and service within the project budget and schedule while maintaining positive client relationships. He/she is responsible to

coordinate efforts between disciplines and work as a team player. The special skills of the individual uniquely qualify them to design engineering solutions that are complex in nature. This position calls for the use of a high level of engineering judgment and experience, may coordinate the activities of other team members, and assist in production as needed to meet schedules.

*\*(This category Graduate Engineer, Designer, Administrative Secretary (BRF-2) includes: Designer I, Designer II, Specialty Designer, Graduate Engineer, Network Administrator, Programmer, Marketing/Human Resources/Accounting Coordinators, Office Manager, Regional IT Administrator.)*

### **Office (Clerical) Support Staff**

Office Support Staff members apply work experience to activities, completing tasks in an efficient and timely manner in support of the division. The Office Support Staff members report to the senior staff member given the authority to exercise control over the discipline or administrative tasks. They work with a minimal level of independence and may receive specific instructions. A senior staff member reviews or audits completed assignments and tasks. The Office Support Staff members are responsible for the completion of assignments and tasks, assuring that duties are performed with attention to quality and service within the timeframes established. They assure assignments are completed promptly and accurately. The complexity of assigned work is limited in scope but may require computer literacy. Most tasks are routine in nature, including answering telephones, data entry, filing, typing, distributing mail, and other tasks in support of office operations and production as part of a team.

*\*(This category Technician, Secretary, Intern, Clerical (BRF-1) includes: Technician I, Technician II, Accounting Clerk, Computer technician, Divisional Secretary, Intern, Office Support Staff, Receptionist/Secretary.)*



## **Job Descriptions for Perez Engineering and Development, Inc.**

### **Principal**

Allen E. Perez, P.E. is the owner of the firm and has more than fifteen (15) years of civil engineering experience throughout south and central Florida. He will be responsible for QC/QA of the work product as well as management of the overall project schedule and budget. He is also the individual responsible for contractual and financial decisions.

### **Senior Engineer**

This individual has more than five (5) years of experience and is capable of supervising the design team on a daily basis. He is experienced with civil/site permitting requirements and will be responsible for communication with the permitting agencies. He will assist the principal with management of the project schedule and budget.

### **Project Engineer**

This individual has less than five (5) years of experience and is capable of completing appropriate design related calculations, reports, storm water modeling, etc. He is capable of doing CAD work as well as supervising a CAD/Designer. He is also capable of filling out permit applications for review and submittal by the Senior Engineer.

### **CAD/Designer**

This individual is experienced in AutoCAD drafting. He is responsible for preparation of drawings and works closely with the project engineer.

### **Construction Inspector**

This individual has over ten (10) years of experience in construction inspection/administration services. He has assisted the City of Key West with construction administration services on numerous projects over the past seven (7) years. He will be responsible for answering RFI's, reviewing shop drawings, reviewing pay requests, and conducting site inspections.

## **Job Descriptions for Craig Company**

### **Principal**

The Craig Company Principal, Donald Leland Craig, AICP, has 35 years experience as a planner in both the private and public sectors. He has served as the Planning Director of Summit County, Colorado, Monroe County, Florida and Lee County, Florida. As the owner of The Craig Company of the Florida Keys, and as owner and partner in the firm of BRW, Inc. he has provided planning expertise and management of dozens of resort, hotel, commercial and residential projects in over 10 states and the Caribbean Islands. He is a founding member of the American Institute of Certified Planners and his registration is current. Mr. Craig has final authority over all work produced by the firm and manages the staff, producing both planning and landscape designs. For the City of Key West Administration Building project, Mr. Craig will manage all staff from the firm participating and will serve as the lead planner in all workshops and presentation of work product from the firm. He will be the lead in the urban design aspects assigned to the firm. He will review all work product of the firm and authorize its release and use.

### **Senior Associate**

At The Craig Company, Senior Associates are Planners or Landscape Architects. For the City of Key West project the Senior Associate assigned will be Barbara Mitchell, ASLA, who is also the Vice-President and lead landscape designer of the firm. Ms. Mitchell has 25 years experience as a landscape designer and planner. She has served as Senior Planner for the Monroe County Planning Department, as owner and designer of her own landscape design and installation firm and as lead designer for The Craig Company for the past eight years. In that role she has prepared dozens of landscape designs for residential, commercial and residential development through out Florida. For the Key West Project, Ms. Mitchell will be the lead designer and principal Craig Company contact with the City through the entire design and construction process. She will have the authority to produce all planning and landscape designs for the project and with management overview by Mr. Craig will transmit them to the City through the team leader. She will be the staff liaison with all other members of the design team and the City staff. Ms. Mitchell will have the authority to answer all questions posed as to the planning and landscape design portions of the project when posed either by the team leader or the City.

### **Associate**

For the City of Key West Administration project the Associate assigned from the Craig Company will be Mr. Rodney Corriveau, AICP, who will work under the direct supervision of Ms. Barbara Mitchell as a Planner. Mr. Corriveau has worked with The Craig Company for two years and has worked on major residential and commercial projects in all political jurisdictions of Monroe County. Mr. Corriveau's role will be to assure that all design and technical aspects of the team's work products meet all the local and state planning ordinances and the local comprehensive plan. Mr. Corriveau will also produce all the various technical planning memoranda and documents required by the City through the team leader.

### **Clerical**

Clerical Staff members apply work experience to activities, completing tasks in an efficient and timely manner in support of the division. The Clerical Staff members report to the senior staff member given the authority to exercise control over the discipline or administrative tasks. They work with a minimal level of independence and may receive specific instructions. A senior staff member reviews or audits completed assignments and tasks. The Clerical Staff members are responsible for the completion of assignments and tasks, assuring that duties are performed with attention to quality

and service within the timeframes established. They assure assignments are completed promptly and accurately. The complexity of assigned work is limited in scope but may require computer literacy. Most tasks are routine in nature, including answering telephones, data entry, filing, typing, distributing mail, and other tasks in support of office operations and production as part of a team.

### **Landscape Architect**

For the City of Key West Project, Mr. Ken Sellick will be assigned as Landscape Architect and Designer working under the direct supervision of Barbara Mitchell. He will produce the designs required by the team leader in both draft and final form according to the requirements of the City and Florida Building codes. He will also prepare illustrative sketches and renderings as required to portray site development concepts. Mr. Sellick has over twenty years experience as landscape architect for three different private firms in the states of New York, Vermont and Florida completing residential, institutional and commercial design for projects in many states, and at least three foreign countries. His specialties include water features design, lighting and sculptures, as well as native plant use.

### **Job Description for B.W. Sprague, Inc.**

#### **Principal / Constructability**

Professional with over twenty (20) years of practical construction and owner representation experience who is also the owner of the company. The following are basic services provided by this position:

- Based on early schematic designs and other design criteria provided by Architect, Construction Manager shall assist in preparing preliminary estimates of Construction Cost for program requirements using area, volume, or similar conceptual estimating techniques. Construction Manager shall also assist in providing cost evaluations of alternative materials and systems.
- Advise on propose site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery.
- At appropriate intervals agreed to by the Owner and Architect, estimates of Construction Cost of increasing detail and refinement. The estimate cost of each Contract shall be indicated with supporting detail. Advise if it appears that the construction cost may exceed the latest approved Project budget.
- Review project documents and advise whether design details adversely affect constructability, cost or schedules.
- Provide recommendations and information to the Architect and Owner regarding the assignment of responsibilities for temporary project facilities.
- Advise project team regarding the allocation of responsibilities for safety programs among the Contractors.
- Assist the project team in selecting, retaining, and coordinating the professional services of surveyors, special consultants and testing laboratories required for the project.
- Assemble a list of proposed bidders capable of completing the project requirements.
- Provide quality control and assurance reviews for the design team.