

AGREEMENT

between

CITY OF KEY WEST

and

K2M Design, Inc.

ARCHITECTURAL SERVICES:

FREDERICK DOUGLASS GYM EXTENSION RENOVATIONS

KEY WEST, FLORIDA

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and K2M Design, 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:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ 19-001 Architectural Services for the Frederick Douglass Gym Extension Renovations, CONSULTANT's Response to RFQ dated March 6, 2019, exhibits, Works, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The architect selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. 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 that enters into an agreement with CITY to perform the construction work for the Work.
- 1.6. CITY:** City of Key West.

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 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 Works authorized under this Agreement in each fiscal year (October 1-

September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).

- 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 based on the Request for Qualifications 19-001 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated March 6, 2019, incorporated by reference and made part of.
- 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 may include but are not limited to the following in regard to the Agreement:
See attached K2M Proposal

- 3.2. CONSULTANT's services shall include Architectural design services, including, but not limited to, building and structure design, general site design, consulting for facilities planning, surveying, permitting, preliminary and ongoing cost estimating, auto CAD services, on-site construction services, and any other lawful professional Architectural services that the CONSULTANT is qualified to provide and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3. 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 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 Task Order 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 Work is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in this AGREEMENT.
- 3.5. The CITY may make or approve changes within the general Scope of Services. If such changes affect the CONSULTANT'S cost of or time required for performance of the services, an equitable adjustment shall be made.
- 3.6. The CONSULTANT shall begin services when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.

- 3.7. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.8. 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, CONSULTANT will correct such work that contains errors or omissions and reimburse CITY through compensation for damages.
- 3.9. CONSULTANT is required to perform the Work consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Work. Where changes to any laws, codes or regulations affecting work have an effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any sub-consultant, CONSULTANT shall present options for their use or implementation.
- 3.10. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.
- 3.11. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the CITY.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

The term of this Agreement shall be for the duration of this project as determined by the CITY and CONSULTANT and shall be incorporated into the Agreement by an attachment that will include required milestones to be meet.

- 4.1. CONSULTANT shall perform the services described in this Agreement within the time periods specified.
- 4.2. 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 Work, 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 Work 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 Work 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 7.8, INDEMNIFICATION OF CITY.

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/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.

5.1.1.1. If Work 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 construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.

5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.

5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.

5.1.1.4. 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)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the WORK 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 annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

5.1.2.2. Hourly rates for the contract (CONSULTANT AND Sub-consultants):
See attached Exhibit A.

5.1.2.3. A Not-to-Exceed budgetary amount will be established for the Work. 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.

5.1.2.5. 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.

5.1.2.6. 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. REIMBURSABLE EXPENSES

5.2.1.1. Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:

5.2.1.2. Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall 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.

5.2.1.3. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, 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 Hampton Inn or Best Western located within the City of Key West city limits.

5.2.1.4. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.5. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement.

5.2.1.6. Identifiable testing costs approved by Contract Administrator.

5.2.1.7. All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.

5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraphs 5.2.1.1 through 5.2.1.7 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursable Expenses, 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 sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. Sub-consultant Reimbursable Expenses are limited to the items in Paragraphs 5.2.1.1 through 5.2.1.7 described above when the sub-consultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings identifying type of work completed on a monthly basis in a timely

manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. 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 identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. 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 reimbursable expenses 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 reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if CONSULTANT has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the Work.

5.4. METHOD OF PAYMENT

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

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

5.4.3. Payment will be made to CONSULTANT at:

Address: K2M Design, Inc.

3121 Bridge Ave

Cleveland, OH 44113

ARTICLE 6

CITY'S RESPONSIBILITIES

- 6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Work including previous reports and any other data relative to design or construction of the Work.
- 6.2. 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.
- 6.3. CITY shall review the CONSULTANT's itemized deliverables/documents identified in the Work and respond in writing with any comment within the time set forth in the Work or within a reasonable time.
- 6.4. 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 any Consultant.

ARTICLE 7

MISCELLANEOUS

7.1. 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 Work, 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 Work for which they are made is completed or not. 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 other work.

7.2. TERMINATION

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

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.

7.2.3. 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 all documents specified in Section 7.1 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.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to any Work. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to

record complete and correct entries related to the Work.

7.3.2. 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 three (3) 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 three (3) 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, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. 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.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

7.4.1. 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.

7.4.2. 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, gender identity or expression, 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.

7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

7.5.1. CONSULTANT represents that the execution of this Agreement shall 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 being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant, 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.

7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

7.6. SUB-CONSULTANTS

CONSULTANT may use the sub-consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY’s acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub-consultants. The list of sub-consultants submitted and hourly rates for such said Sub-consultants are as on attached Exhibit A.

7.7. ASSIGNMENT AND PERFORMANCE

7.7.1. 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 7.6.

7.7.2. 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.

7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT’s performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.

7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT’s response to the RFQ without the Contract Administrator’s prior written approval.

7.8. INDEMNIFICATION OF CITY

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

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

7.9. INSURANCE

7.9.1. CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

| | | |
|------------------------|-------------|-------------------------|
| Auto Liability | \$1,000,000 | Combined Single Limit |
| General Liability | \$2,000,000 | Aggregate (Per Project) |
| | \$2,000,000 | Products Aggregate |
| | \$1,000,000 | Any One Occurrence |
| | \$1,000,000 | Personal Injury |
| | \$ 300,000 | Fire Damage/Legal |
| Professional Liability | \$2,000,000 | Per Claim / Aggregate |

7.9.2. CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies— excepting Professional Liability—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

7.9.3. Notwithstanding any other provision of the Contract, the CONSULTANT shall maintain complete workers compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

| | |
|--|-------------|
| Bodily Injury Each Accident | \$1,000,000 |
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit | \$1,000,000 |

7.9.5. CONSULTANT's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

7.9.6. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

7.9.7. CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3963 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.

7.9.8. It shall be the responsibility of the Consultant to ensure that all sub-consultants/subcontractors comply with the same insurance requirements as is required of Consultant.

7.9.9. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Work 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 Work shall be addressed.

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

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. 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.

7.11.2. 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.

7.12. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by

written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

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

FOR CONSULTANT:

Contact Name: Joe Moody
Address: 1150 Virginia Street
Key West, FL 33040

7.13. 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 for any Work 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.

7.14. 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.

7.15. CONSULTANT'S STAFF

7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.

7.15.2. CONSULTANT shall 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 shall be reasonable in evaluating key staff qualifications.

7.15.3. 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.

7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.

7.15.5. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.

7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.

7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.15.8. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.15.9. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.16. 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.

7.17. 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 sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.18. CONFLICTS

7.18.1. 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.

7.18.2. 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.

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

7.19. 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.

7.20. WAIVER OF BREACH AND MATERIALITY

7.20.1. 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.

7.20.2. 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.

7.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Work is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.22. 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.

7.23. 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.

7.24. 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 7 of this Agreement shall prevail and be given effect.

7.25. 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.

7.26. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement: *Exhibit A – CONSULTANT/Sub-consultants' Hourly Rates; Exhibit B – RFQ #19-002; Exhibit C – Consultants Proposal*

7.27. COUNTERPARTS

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

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

By: CITY OF KEY WEST

J. Scholl
James Scholl, City Manager

By: CONSULTANT

[Signature]
(Signature)

JOSEPH MOODY, Director KZM DESIGN
(Print Name and Title)

9 day of AUGUST, 2019

7 day of Aug, 2019

Attest: *Cheryl Smith*
Cheryl Smith, City Clerk



Attest: *[Signature]*
(Signature)

L. Noel Howell, Sr construction Mgr
(Print Name and Title)

9 day of August, 2019

7 day of Aug, 2019



DESIGN SERVICES PROPOSAL

Date: June 13, 2019

Client: **City of Key West**
Engineering Services
1300 White Street
Key West, FL 33040
Attn.: Mr. Steven McAlearney, Director of Engineering

Design Professional: K2M Design®, Inc.
1150 Virginia Street
Key West, FL 33040

PW: **Erica Poole**

Project: **Frederick Douglass Gym Extension**

I. Scope of Services

- A. Design Professional shall provide project management, architectural, interior design, civil, landscaping, irrigation, geotechnical, structural, life safety, and MEP engineering services as required to develop the site and building as provided in the City of Key West RFQ #19-001 issued January 28, 2019. Design phases include schematic design, design development, construction documents, and preliminary permitting. Refer to APPENDIX A for an expanded scope of work.

II. Conditions

- A. Refer to the Agreement between City of Key West and K2M Design, Inc. entitled "Architectural Services" for all governing terms and conditions for the project.
- B. Refer to APPENDIX B for Drawing List.
- C. Refer to APPENDIX C for Stipulations, Exclusions, & Additional Services

III. Compensation

- A. For services described in Section IA, Client agrees to pay a fixed fee of as noted in the fee schedule below as required to complete the services, unless otherwise agreed to in writing by Client.

| FEE SCHEDULE | TOTAL |
|--------------------------------|---------------------|
| PreDesign Services | \$ 6,270.00 |
| Schematic Design | \$ 30,093.50 |
| Design Development | \$ 55,726.50 |
| Construction Documents | \$ 77,153.00 |
| Preliminary Permitting | \$ 7,250.00 |
| Project Management | \$ 24,400.00 |
| Consultant - Civil Engineering | \$ 27,500.00 |
| Consultant - Irrigation | \$ 2,750.00 |
| Consultant - Geotechnical | \$ 4,950.00 |
| Total | \$236,093.00 |

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

- B. Any items beyond those specifically outlined and described herein are considered to be Additional Services. Additional Services will be provided only after written amendment to this Agreement is received by Design Professional.
- C. In addition to compensation noted above, Client shall pay Design Professional for any and all reimbursable expenses.

| | Schematic Design | Design Develop | Construction Document | Subtotal |
|-------------------|------------------|--------------------|-----------------------|--------------------|
| K2M Design | | | | |
| Printing | \$ 300.00 | \$ 1,400.00 | \$ 1,600.00 | \$ 3,300.00 |
| FedEx | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 300.00 |
| Specs | | | \$ 800.00 | \$ 800.00 |
| Totals | \$ 400.00 | \$ 1,500.00 | \$ 2,500.00 | \$ 4,400.00 |

SCHEDULE

Design Professional shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Client acknowledges that the completion of Design Professional’s services is dependent upon third-parties not under the control of Design Professional as well as the cooperation of Client. Design Professional will make reasonable efforts to complete its work within Client’s time constraints. However, Design Professional’s inability to satisfy Client’s time constraints for reasons beyond the control of Design Professional will not be deemed a breach of this Agreement.

The following schedule is considered:

- Notice to Proceed June 10
- Pre-Design Services 1 week
- Schematic Design / HARC 12 weeks
 - Owner Review 1 week
- Design Development / DRC 12 weeks
 - Owner Review 2 weeks
- Construction Documents 8 weeks
 - Owner Review 2 weeks
- Preliminary Permitting TBD*

*Design Professional cannot guarantee permit issuance within a given time frame.

This Agreement represents the entire integrated Agreement between Client and Design Professional and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only in writing and signed by both Client and Design Professional. This Agreement remains valid for thirty days after which time Design Professional reserves the right to modify or amend the Agreement.

Please sign and return this Agreement for our records. Authorization by Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification,


addition or deletion. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by both Design Professional and Client.

Signature – Date



K2M Design®, Inc. 6/13/2019
Erica Poole, Project Manager

Printed Name Title



K2M Design®, Inc. 6/13/2019
Scott C. Maloney, President

APPENDIX A: SCOPE OF WORK

The following page outlines an expanded Scope of Work (fee includes):

| K2M TASKS BY PHASE & ASSIGNMENTS BY DISCIPLINE | | | Hours Quantity | Blended Rate | Phase Subtotals |
|--|----------------------------|--------------|----------------|------------------|---------------------|
| 1 | Pre-Design Services | | 56.0 | \$ 111.96 | \$ 6,270.00 |
| Activity | Discipline | Role | Hours | Rate | Subtotal |
| Site Visit / Due Diligence | Architecture | Architect II | 8.0 | \$ 125.00 | \$ 1,000.00 |
| Field Measure | Architecture | Drafter II | 12.0 | \$ 80.00 | \$ 960.00 |
| Drafting - Existing Conditions | Architecture | Drafter II | 12.0 | \$ 80.00 | \$ 960.00 |
| Internal Kick-off | Architecture | Architect II | 1.0 | \$ 125.00 | \$ 125.00 |
| | Architecture | Drafter III | 1.0 | \$ 105.00 | \$ 105.00 |
| | Interior Design | Designer II | 1.0 | \$ 105.00 | \$ 105.00 |
| | M/P Engineering | Engineer II | 1.0 | \$ 125.00 | \$ 125.00 |
| | Electrical Engineering | Principal | 1.0 | \$ 225.00 | \$ 225.00 |
| | Structural Engineering | Engineer II | 1.0 | \$ 115.00 | \$ 115.00 |
| Client Kick-off Meeting | Architecture | Architect II | 3.0 | \$ 125.00 | \$ 375.00 |
| | Electrical Engineering | Principal | 3.0 | \$ 225.00 | \$ 675.00 |
| consultant Kick-off Meeting | Architecture | Architect II | 2.0 | \$ 125.00 | \$ 250.00 |
| Coordinate Geotechnical Work | Architecture | Architect II | 4.0 | \$ 125.00 | \$ 500.00 |
| Code Analysis | Architecture | Architect II | 6.0 | \$ 125.00 | \$ 750.00 |
| 2 | Schematic Design | | 298.2 | \$ 100.92 | \$ 30,093.50 |
| Activity | Discipline | Role | Hours | Rate | Subtotal |
| Schematic Design | Architecture | Architect II | 24.0 | \$ 125.00 | \$ 3,000.00 |
| Schematic Design Drawings | Architecture | Drafter II | 164.7 | \$ 80.00 | \$ 13,176.00 |
| | Interior Design | Designer II | 31.5 | \$ 105.00 | \$ 3,307.50 |
| Schematic Design Coordination | Architecture | Architect II | 12.0 | \$ 125.00 | \$ 1,500.00 |
| Building Component Selections | Architecture | Architect II | 12.0 | \$ 125.00 | \$ 1,500.00 |

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

| | | | | | |
|---|---------------------------|----------------------------|--------------|------------------|---------------------|
| Design/Layout & System Selection | M/P Engineering | Engineer II | 12.0 | \$ 125.00 | \$ 1,500.00 |
| Lighting Selections | Electrical Engineering | Engineer II | 4.0 | \$ 125.00 | \$ 500.00 |
| Finish Selections | Architecture | Architect II | 8.0 | \$ 125.00 | \$ 1,000.00 |
| Preliminary Cost Estimate | Asset Management | Senior Asset Manager III | 10.0 | \$ 135.00 | \$ 1,350.00 |
| QA/QC | Architecture | Senior Project Manager III | 4.0 | \$ 165.00 | \$ 660.00 |
| Client Submittal | Architecture | Architect II | 4.0 | \$ 125.00 | \$ 500.00 |
| Presentation / Review Meeting | Architecture | Architect II | 6.0 | \$ 125.00 | \$ 750.00 |
| | Electrical Engineering | Principal | 6.0 | \$ 225.00 | \$ 1,350.00 |
| 3 | Design Development | | 509.7 | \$ 109.33 | \$ 55,726.50 |
| Activity | Discipline | Role | Hours | Rate | Subtotal |
| Design Development Drawings | Architecture | Drafter II | 164.7 | \$ 80.00 | \$ 13,176.00 |
| | Interior Design | Designer II | 31.5 | \$ 105.00 | \$ 3,307.50 |
| | M/P Engineering | Engineer II | 50.4 | \$ 125.00 | \$ 6,300.00 |
| | Electrical Engineering | Engineer II | 55.7 | \$ 125.00 | \$ 6,956.25 |
| | Structural Engineering | Engineer II | 51.5 | \$ 115.00 | \$ 5,916.75 |
| Design Development Refinement | Architecture | Architect II | 16.0 | \$ 125.00 | \$ 2,000.00 |
| MEP/S Engineering Coordination | Architecture | Architect II | 6.0 | \$ 125.00 | \$ 750.00 |
| Calculations, Design, & Modeling | Structural Engineering | Engineer II | 16.0 | \$ 115.00 | \$ 1,840.00 |
| ComCheck | M/P Engineering | Engineer II | 8.0 | \$ 125.00 | \$ 1,000.00 |
| | Electrical Engineering | Engineer II | 6.0 | \$ 125.00 | \$ 750.00 |
| | Architecture | Architect II | 6.0 | \$ 125.00 | \$ 750.00 |
| Calculations: System Sizing, Duct calcs | M/P Engineering | Engineer II | 6.0 | \$ 125.00 | \$ 750.00 |
| Calculations/Layout /Design | Electrical Engineering | Engineer II | 8.0 | \$ 125.00 | \$ 1,000.00 |

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

DESIGN SERVICES PROPOSAL

| | | | | | |
|----------------------------------|-------------------------------|----------------------------|--------------|------------------|---------------------|
| Landscape Design | Architecture | Architect II | 30.0 | \$ 125.00 | \$ 3,750.00 |
| DD Cost Estimate | Asset Management | Senior Asset Manager III | 8.0 | \$ 135.00 | \$ 1,080.00 |
| QA/QC | Architecture | Senior Project Manager III | 6.0 | \$ 165.00 | \$ 990.00 |
| | M/P Engineering | Senior Engineer | 6.0 | \$ 170.00 | \$ 1,020.00 |
| Client Submittal | Architecture | Architect II | 4.0 | \$ 125.00 | \$ 500.00 |
| Presentation / Review Meeting | Architecture | Architect II | 2.0 | \$ 125.00 | \$ 250.00 |
| | Electrical Engineering | Principal | 2.0 | \$ 225.00 | \$ 450.00 |
| Spec Pull | Architecture | Architect II | 8.0 | \$ 125.00 | \$ 1,000.00 |
| | M/P Engineering | Engineer II | 6.0 | \$ 125.00 | \$ 750.00 |
| | Electrical Engineering | Engineer II | 6.0 | \$ 125.00 | \$ 750.00 |
| | Structural Engineering | Engineer II | 6.0 | \$ 115.00 | \$ 690.00 |
| 4 | Construction Documents | | 716.0 | \$ 107.76 | \$ 77,153.00 |
| Activity | Discipline | Role | Hours | Rate | Subtotal |
| Construction Document Drawings | Architecture | Drafter II | 248.9 | \$ 80.00 | \$ 19,910.40 |
| | Interior Design | Designer II | 47.6 | \$ 105.00 | \$ 4,998.00 |
| | M/P Engineering | Engineer II | 106.1 | \$ 125.00 | \$ 13,260.00 |
| | Electrical Engineering | Engineer II | 117.1 | \$ 125.00 | \$ 14,641.25 |
| | Structural Engineering | Engineer II | 108.3 | \$ 115.00 | \$ 12,453.35 |
| Construction Document Refinement | Architecture | Architect II | 12.0 | \$ 125.00 | \$ 1,500.00 |
| Specifications | Architecture | Architect II | 12.0 | \$ 125.00 | \$ 1,500.00 |
| | M/P Engineering | Engineer II | 8.0 | \$ 125.00 | \$ 1,000.00 |
| | Electrical Engineering | Engineer II | 8.0 | \$ 125.00 | \$ 1,000.00 |
| | Structural Engineering | Engineer II | 8.0 | \$ 115.00 | \$ 920.00 |
| City Front End | Architecture | Architect II | 8.0 | \$ 125.00 | \$ 1,000.00 |

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

| | | | | | |
|--|------------------------|----------------------------|--------------|------------------|--------------------|
| QA/QC | Architecture | Senior Project Manager III | 8.0 | \$ 165.00 | \$ 1,320.00 |
| | M/P Engineering | Senior Engineer | 6.0 | \$ 170.00 | \$ 1,020.00 |
| Client Submittal | Architecture | Architect II | 4.0 | \$ 125.00 | \$ 500.00 |
| CD Cost Estimate | Asset Management | Senior Asset Manager III | 8.0 | \$ 135.00 | \$ 1,080.00 |
| Presentation/Review Meeting | Architecture | Architect II | 3.0 | \$ 125.00 | \$ 375.00 |
| | Electrical Engineering | Principal | 3.0 | \$ 225.00 | \$ 675.00 |
| 5 | Permitting | | 58.0 | \$ 125.00 | \$ 7,250.00 |
| Activity | Discipline | Role | Hours | Rate | Subtotal |
| Due Diligence | Architecture | Architect II | 8.0 | \$ 125.00 | \$ 1,000.00 |
| HARC Initial Review Meetings | Architecture | Architect II | 4.0 | \$ 125.00 | \$ 500.00 |
| HARC Submittal & Application | Architecture | Architect II | 4.0 | \$ 125.00 | \$ 500.00 |
| HARC Presentation (2 Readings) | Architecture | Architect II | 8.0 | \$ 125.00 | \$ 1,000.00 |
| Tree Commission Initial Review Meeting | Architecture | Architect II | 1.0 | \$ 125.00 | \$ 125.00 |
| Tree Commission Submittal & Application | Architecture | Architect II | 2.0 | \$ 125.00 | \$ 250.00 |
| Tree Commission Presentation | Architecture | Architect II | 2.0 | \$ 125.00 | \$ 250.00 |
| DRC/Planning Board Submittal & Application | Architecture | Architect II | 2.0 | \$ 125.00 | \$ 250.00 |
| DRC Presentation | Architecture | Architect II | 3.0 | \$ 125.00 | \$ 375.00 |
| Planning Board Presentation | Architecture | Architect II | 3.0 | \$ 125.00 | \$ 375.00 |
| City Commission/CRA Presentation | Architecture | Architect II | 3.0 | \$ 125.00 | \$ 375.00 |
| BVRAC Presentation | Architecture | Architect II | 3.0 | \$ 125.00 | \$ 375.00 |
| Parks & Recreation Presentation | Architecture | Architect II | 3.0 | \$ 125.00 | \$ 375.00 |
| Public Review Meetings | Architecture | Architect II | 12.0 | \$ 125.00 | \$ 1,500.00 |

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

| 6 | Project Management | | 174.0 | \$ 140.23 | \$ 24,400.00 |
|--------------------------------|------------------------|-----------------|-------|-----------|--------------|
| Activity | Discipline | Role | Hours | Rate | Subtotal |
| Internal Project Management | Architecture | Architect II | 42.0 | \$ 125.00 | \$ 5,250.00 |
| Engineering Coordination | Electrical Engineering | Principal | 10.0 | \$ 225.00 | \$ 2,250.00 |
| | M/P Engineering | Senior Engineer | 10.0 | \$ 170.00 | \$ 1,700.00 |
| Design Coordination | Architecture | Architect II | 12.0 | \$ 125.00 | \$ 1,500.00 |
| Consultant Coordination | Architecture | Architect II | 18.0 | \$ 125.00 | \$ 2,250.00 |
| Client Coordination | Architecture | Architect II | 24.0 | \$ 125.00 | \$ 3,000.00 |
| | Electrical Engineering | Principal | 8.0 | \$ 225.00 | \$ 1,800.00 |
| Meeting Participation (PM) | Architecture | Architect II | 12.0 | \$ 125.00 | \$ 1,500.00 |
| Meeting Participation (Non-PM) | Electrical Engineering | Principal | 12.0 | \$ 225.00 | \$ 2,700.00 |
| Scheduling | Architecture | Architect II | 10.0 | \$ 125.00 | \$ 1,250.00 |
| Accounting | Admin | Administration | 16.0 | \$ 75.00 | \$ 1,200.00 |

Additionally, David Douglas Associates, Inc., will provide the following services:

- A. Civil Site Plan
- B. Paving/Grading/Drainage Plan
- C. Associated Details
- D. Modification to the Frederick Douglass Gym South Florida Water Management Permit

Additionally, Blue Island Lighting & Irrigation, will provide the following services:

- A. Water Supply
- B. System Design
- C. Material Breakdown & Quantities
- D. Water Use Calculations
- E. Bidding Specifications

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

APPENDIX B: DRAWING LIST

The following drawings are anticipated as part of the overall project effort:

| DRAWING LIST BY discipline | | # OF DRAWINGS |
|----------------------------|---------------------------------------|---------------|
| ARCHITECTURE | | 44 |
| Sheet | Title | # of Sheets |
| G0.0.1 | Cover Sheet | 1 |
| G0.0.2 | Drawing Index and Project Information | 1 |
| G0.1.1 | Accessibility Guidelines | 1 |
| G0.2.1 | UL Details | 2 |
| G2.1.1 | Life Safety Plans | 1 |
| V1.1.1 | Site Survey | 1 |
| A0.0.1 | Cover Sheet | 1 |
| A0.1.1 | General Notes/Specifications | 1 |
| AD1.1.1 | Site Demolition Plans | 1 |
| AD2.1.1 | Demolition Plan | 1 |
| AD2.3.1 | Demolition Roof Plans | 1 |
| AD3.1.1 | Demolition Exterior Elevations | 2 |
| AD3.2.1 | Demolition Photos and Notes | 1 |
| A1.1.1 | Architectural Site Plan | 2 |
| A1.2.1 | Site Details | 2 |
| A2.1.1 | Floor Plans | 2 |
| A2.2.1 | Ceiling Plans | 2 |
| A2.3.1 | Roof Plans | 1 |
| A3.1.1 | Exterior Elevations | 2 |
| A3.2.1 | Building Sections | 2 |
| A3.3.1 | Wall Sections | 2 |
| A4.1.1 | Enlarged Floor Plans | 2 |
| A4.2.1 | Enlarged Ceiling Plans | 2 |
| A6.1.1 | Schedules | 2 |
| A6.2.1 | Door Details | 1 |
| A6.2.1 | Window Details | 1 |
| A7.1.1 | Stair Plans, Sections, and Details | 1 |
| A7.2.1 | Elevator Plans, Sections, and Details | 1 |
| A8.1.1 | Roofing Details | 1 |
| A8.2.1 | Exterior Details | 1 |
| A8.3.1 | Interior Details | 1 |
| A9.1.1 | Wall Types | 1 |
| INTERIOR DESIGN | | 9 |
| Sheet | Title | # of Sheets |

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

| | | |
|--------------|-------------------------------------|--------------------|
| I2.1.1 | Finish Plan | 1 |
| I2.2.1 | Ceiling Plan | 1 |
| I2.3.1 | Furniture Plan | 1 |
| I4.2.1 | Interior Elevations | 2 |
| I5.1.1 | Enlarged Millwork Plans | 1 |
| I5.2.1 | Millwork Details & Sections | 1 |
| I6.1.1 | Schedules - Finish & Room Types | 1 |
| I9.1.1 | Interior Details | 1 |
| | STRUCTURAL | 9 |
| Sheet | Title | # of Sheets |
| S0.1.1 | General Notes | 1 |
| SD1.1.1 | Structural Demolition Sheets | 1 |
| S1.1.1 | Foundation Plan | 1 |
| S2.1.1 | First Floor Framing Plan | 1 |
| S2.1.2 | Second Floor Framing Plan | 1 |
| S2.2.1 | Roof Framing Plan | 1 |
| S3.1.1 | Foundation Sections and Details | 1 |
| S3.2.1 | Framing Sections and Details | 1 |
| S3.3.1 | Roof Sections and Details | 1 |
| | MECHANICAL | 5 |
| Sheet | Title | # of Sheets |
| M0.1.1 | General Notes and Schedules | 1 |
| M2.1.1 | First Floor Mechanical Plan | 1 |
| M2.1.2 | Second Floor Mechanical Plan | 1 |
| M2.3.1 | Roof Mechanical Plan | 1 |
| M5.1.1 | Details | 1 |
| | PLUMBING | 5 |
| Sheet | Title | # of Sheets |
| P0.1.1 | Plumbing Schedules, Notes & Symbols | 1 |
| P2.1.2 | Typical Floor Sanitary | 1 |
| P2.2.2 | Typical Floor Domestic Water | 1 |
| P3.1.2 | Sanitary / Vent Riser Diagram | 1 |
| P5.1.1 | Details | 1 |
| | ELECTRICAL | 11 |
| Sheet | Title | # of Sheets |
| E0.1.1 | Legends & Schedules | 1 |
| E1.1.1 | Electrical Site Plan | 1 |
| E2.1.1 | First Floor Power Plan | 1 |

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

| | | |
|--------------|--|--------------------|
| E2.1.2 | Second Floor Power Plan | 1 |
| E2.2.1 | First Floor Lighting Plan | 1 |
| E2.2.2 | Second Floor Lighting Plan | 1 |
| E2.3.1 | Technology Plan | 1 |
| E3.1.1 | One Line Diagram | 1 |
| E3.1.2 | Panel Schedules / Riser Diagram | 1 |
| E5.1.1 | Details | 1 |
| E6.1.1 | Electrical Schedules | 1 |
| | CIVIL | 9 |
| Sheet | Title | # of Sheets |
| C1 | General Notes | 1 |
| C1A | Specifications | 1 |
| C2 | Demolition Plan | 1 |
| C3 | Site Plan | 1 |
| C4 | Utilities Plan | 1 |
| C5.1.1 | SWPPP Plan | 1 |
| C6 | Details | 1 |
| IR1 | Irrigation Plan | 1 |
| IR2 | Irrigation Details, Notes & Calculations | 1 |

APPENDIX C: STIPULATIONS, EXCLUSIONS, AND ADDITIONAL SERVICES**Stipulations**

Upon signing of this Design Services Agreement, it may be necessary and useful for the following documents to be completed depending upon applications required by local jurisdictions:

- Signed and notarized Authorization Form
- Warranty Deed showing current owner's name
- Survey completed and certified within 12 months
- Previous architectural drawings for existing building
- Elevation certificate showing flood designation from FEMA maps
- Appraisal showing land value and structure value completed within 12 months

The Schematic Design Documents shall consist of drawings and other documents including a site plan, preliminary building plans, elevations, and sections. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Design Professional shall also provide a preliminary cost estimate.

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations (including interior elevations), typical construction details, and diagrammatic layouts of building systems to fix and describe the scope, relationships, form, size, appearance and character of the Project as to civil, architectural, interior design, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include specification pull to identify major materials and systems and establish in general their quality levels. During this phase a building and local code analysis, itemizing any potential implications on the Project will be defined along with a utility analysis for new construction projects. An updated cost estimate will be provided.

The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Client and Design Professional acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Design Professional shall review if engaged to do so. An updated cost estimate will be provided. Revisions and modifications to Construction Documents after the Design Professional has submitted to Client which are at the request of the Client or the Authority Having Jurisdiction will be completed for an additional fee.

Irrigation system will be designed utilizing the existing system on site.

Civil engineering will incorporate the perimeter around the building, and sidewalk design adjacent to the building.

Any revisions to scope of services, design criteria or changes requested which result in any redesign after 50% complete will be considered additional services. Written authorization will be required from the Client prior to proceeding with additional services.

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

Detailed and / or defined Fire Alarm and Fire Suppression deferred submission documents are to be provided by the Client's contractor based on Design Professional's general design criteria, code, and other requirements from the AHJ. A registered design professional hired by the Client's contractor shall design, sign, and seal the documents for permitting and AHJ approval. Design Professional will not sign, seal, stamp, certify, or otherwise approve these drawings, but Design Professional may review for general compliance with the contract documents' intent.

The adjacent electric utility serving the property is understood to be adequate for this project. Redesign of electrical service will be at an additional fee.

The plumbing system design includes an upgrade to the water and sanitary lines serving the building.

Design document submissions will be provided to the Client in electronic PDF format.

Client shall provide written approval of the Design Professional's Schematic Design, Design Development, and Construction Document submissions to the Design Professional within a reasonable time from receipt of each submission. Client shall inform the Design Professional of sequence and timing of the solicitation of construction bids for the Project.

In providing opinions of probable construction cost, the Client understands that the Design Professional 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 Design Professional's opinion of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Design Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Design Professional's opinion of probable construction cost.

Exclusions

- Bidding phase services.
- Permitting beyond the initial approvals by the departments/boards mentioned in this proposal.
- Construction administration services.

Additional Services

Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which, therefore, cannot be included in the basic services agreement. Such additional services, when requested in writing by Client, shall be performed at an hourly rate per the Design Professional rates or negotiated fixed fee.

Design of security, energy management and point of sale systems.

Providing services in connection with evaluating substitutions proposed by the contractor, and making subsequent revisions resulting therefrom, and deciding disputes between Owner and Contractor(s) are an additional price.

Providing consulting concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work are an additional service.

Preparing documents for alternate, separate, phased or sequential bids or providing service in connection with bidding, negotiation or construction.

If renderings are required, they shall be billed at the Design Professional's standard rate for renderings: \$3400 for 3D rendering and \$2400 for 2D rendering.

Record Drawings – Record drawings will be prepared utilizing Contractor “as-builts” on an hourly rate basis only. The drawings will be prepared by Design Professional's drafting staff only. Design Professional will maintain electronic files for this project and provide one digital set to Client.

LEED Services not included but available as an additional service if a LEED level is defined by Client. Design will meet standing of the Florida Green Building Coalition where practical.