

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

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DESIGN SERVICES PROPOSAL

- 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,

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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

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PROF. REG. AAD6001059
CA No: 30945

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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

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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

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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

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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

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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

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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

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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

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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

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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.

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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.



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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.

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