

April 8, 2013

Mr. Doug Bradshaw, Senior Project Manager
3140 Flagler Avenue
Key West, FL 33040

RE: City Hall at Glynn Archer Fee Proposal

Dear Doug,

We are pleased to provide you with our fee proposal for the New City Hall at Glynn Archer School. This proposal is based on the scope of services outlined in RFQ #13-001 and meetings held on February 11 and 27, and March 29, 2013, with additional modifications to the revised scope of work dated March 5, 2013, submitted on March 22, 2013.

We propose to provide the following scope of services:

DESIGN SERVICES

Project Description:

The project consists of the adaptive use of the historic Glynn Archer School as a new City Hall along with site development. The design will restore exterior elements, incorporate the findings of the CH2M Hill Engineering report, and provide a modern state of the art interior.

The scope of services identified below incorporates all of the items required by the RFQ and requested by the City during contract negotiations meetings and correspondence as referenced above. The construction costs are estimated to be \$15,500,000 in 2013 prices.

Phase I: Programming and Preliminary Analysis

The preliminary analysis will include:

- Review and incorporation of the CH2M Hill report
- Existing Conditions Analyses to verify conditions
- Asbestos Assessment update as needed
- Recommendations for Stabilization
- Architectural Programming update
- Cost Analysis / Value Engineering
- Site Evaluation and Development
- Spatial Reuse and Adaptation Analysis
- Measured Drawings of Existing Conditions
- ADA walkability survey
- Site Survey update

- A. **Program:** The program for the Key West City Hall will be updated based on the adaptive re-use approach already chosen by the City and financial feasibility specific to Glynn Archer. The program will address ADA access.
- B. **Schematic Design:** The design will be developed during the team design charrette, which will include consultant team members and City designated participants.
- Historic Preservation Expertise to ensure compliance with the Secretary of the Interior's Standards and HARC Guidelines for the exterior of the building.
 - Code Review and Compliance (including Local Government Historic District Guidelines)
 - ADA Review and Compliance
 - Parking Analysis / Traffic Analysis (Preliminary findings)
 - Budgeting/Cost Estimates and preliminary value engineering
 - Project Scheduling utilizing a CPM with work breakdown, structure and critical issues identified
 - Value Analyses/Life Cycle Cost Analyses
 - Commissioning Support and LEED criteria evaluation

Deliverables (2 copies and 1 PDF of the following):

- (2) signed and sealed copies of the survey and a PDF.
- Measured drawings of the existing building to include floor plans, elevations, roof plan, building sections, foundations and general details.
- Update information of the Bender & Associates assessment and the CH2M Hill report as a letter form amendment if needed.
- Summary letter form report of the design charrette process.
- Program update of the existing program including space relationship bubble diagrams as appropriate, and a preliminary interiors assessment.
- Schematic floor plans.
- LEED checklist of anticipated points.
- Traffic engineering reports.
- Soils Report.
- CPM Schedule & preliminary budget.
- Conceptual landscape design documents
- Conceptual Civil engineering design documents

Phase II: Construction Documents/Specifications

- A. **Design Development 30% Construction Documents:** Following approval of schematic design, development includes determination, design and coordination of architectural, structural, mechanical and electrical systems, equipment layouts and all related site development. This phase results in drawings and documentation, plus additional materials as necessary to illustrate "final" development and insure that all significant design questions and/or problems have been solved. This phase will also include local planning and zoning approvals and attendance at all meetings. Submittals will include all documents required by the Planning Board, HARC, Tree Commission, and the Development Review Committee.

This phase will finalize the preliminary design concept and will include development of exterior elevations, courtyard elevations, development of council chambers/auditorium options.

Deliverables will include (2 copies and 1 PDF of the following):

- Drawings that describe the design in detail, including but not limited to: floor plans, building sections, exterior elevations, interior elevations reflected ceiling plan, roof plan wall sections.
 - Specification table of contents and outline.
 - Interior FF&E plans.
 - Mechanical, electrical and plumbing layouts.
 - Structural systems layouts
 - Landscape design documents.
 - Civil engineering layout.
 - Acoustics and security system designs.
 - CPM schedule and cost estimate updates.
 - Major development plan, variance, and HARC applications
 - Constructability analysis
 - Attendance at all required meetings and presentations
- B. Selective demolition bid documents will be included with the 30% C/D submission package above. These documents will be a 90% submission for the selective demolition package. Review comments will be incorporated into a 100% bid package submission. This 90% demolition package deliverable will include:
- Floor plans, roof plans, framing plans, foundation plans, exterior elevations as needed to identify the scope to be selectively demolished.
 - Mechanical, plumbing and electrical systems demolition drawings, as a part of the architectural documents.
 - Structural requirements for selective demolition, including temporary shoring if required.
 - Specifications
 - Asbestos abatement documents as required
- B.1 100% submission will incorporate Owner review comments on the above.
- C. **Construction Documents:** Working drawings and specifications will be prepared and sufficiently detailed in order to insure the desired result with minimum possibilities of cost over runs. Submittals for review and comment will be made at 30% (the above design development submittal) 60%, 90%, and 100% final.

60% C/D Submittal will include (2 copies and 1 PDF of the following):

- Further development of the above documents.
- Room finish schedules
- Door and window schedules
- Life safety plans
- Door and window details
- Completion of building sections
- Wall sections
- Architectural details
- FF&E, acoustics, lighting and security documents
- MEP development and details
- Landscape & hardscape details including landscape lighting
- Draft specifications
- CPM schedule and cost estimates
- Constructability analysis

90% C/D Submittal (2 copies and 1 PDF of the following):

This will effectively be a complete set of construction documents ready for a final review. Deliverables will include:

- Fully detailed plans for all disciplines
- Final specifications for all disciplines
- Final FF&E package including color selections, furniture and all interior and exterior signage
- Conditions uncovered during demolition will be incorporated
- Updated CPM schedule & cost estimates
- WPA mural restoration program, RFQ development and schedule
- Constructability analysis
- Presentation drawing of the project suitable for reproduction and framing

100% Submittal (2 copies and 1 PDF of the following):

This submission will incorporate final Owner comments and all bidding requirements as requested by the City. This submission will be a permit ready bid package.

Phase III: Bidding Phase

During this phase we will attend pre-bid conferences, respond to questions and issue addenda.

Deliverables will be issued as needed during the bidding phase. Such items will include but not necessarily be limited to:

- Attendance at pre-bid conferences
- RFI responses by addenda
- Supplemental details if required for clarification by addenda
- Review and comment on contractor qualifications as required
- Review and comment on bids.

Deliverables will include 1 PDF and 6 signed and sealed sets of permit documents, including drawings, specifications, energy calculations, addenda, and other documents as may be required.

Phase IV: Contract Administration

Construction phase services will include, but not necessarily be limited to:

- Attendance at pre-construction meeting
- Attendance at weekly on site meetings
- Weekly site visits at a minimum the day of the on site meeting
- The architect will make additional site visits as construction status dictates
- Respond to RFI's
- Issue Information Bulletins and reports as needed
- Issue supplemental documents as needed to clarify design intent
- Review submittals
- Participate in schedule updates
- Attend supplemental meetings as may be requested by the Owner.

- Review payment applications
- Review and prepare proposal requests, change order requests, change orders, and final inspection/certificate of substantial completion
- Conduct a 1 year warranty inspection

Individual consultant scope of services documents are attached and as to the scope of work, are incorporated by reference herein.

LEED services for all of the above services are as follows:

LEED Services are being provided by MC Harry/Bender & Associates and TLC Engineering. For this phase of the project those services include the following.

SCOPE OF SERVICES

We will work closely with you to determine a project approach that best meets your needs within the context of your current vision of the project, your budget and schedule. The items listed below are included in our scope of work for LEED certification. The level of certification goals will be established at the initial LEED meeting.

1. Green Building Consultation & LEED Project Management MCH/B&A

The keys to successful green building and LEED certification efforts are well-defined project goals and clear communication that provide a platform for mutual accountability and consistent decision-making. As the green building consultant and LEED project manager for this project, MC Harry/Bender & Associates will assume the primary responsibility in ensuring that these goals are well-defined and clear, communication is established, and maintained throughout the life of the project.

The project management deliverables provided throughout this consulting engagement will include:

- LEED certification work plan
- On-going green building and LEED status reports

The LEED certification program can be divided into three distinct phases: **Design Phase, Construction Phase and Closeout Phase**. Below we have outlined the specific work and deliverables related to each of these phases.

2. DESIGN PHASE

MC HARRY/BENDER & ASSOCIATES will lead and support the design team to identify, analyze and integrate specific green building strategies using the owner’s sustainability project goals and LEED-NC v2009 credit requirements as a guideline. Throughout the design and construction document phases, we will provide design analysis and technical consulting services to promote and integrate selected green building strategies into the project. This analysis includes specific green building strategy recommendations and alternative green building strategies, materials and technologies.

During the design phase of the project, two meetings will result in on-going design LEED assessments, which will evaluate expected performance within the LEED Rating System, highlight key strategies under consideration and provide insight toward implementing these strategies. Follow-up from these meetings will include research and analysis to support design decisions. At the completion of construction documents, MC HARRY/BENDER & ASSOCIATES will prepare the Design Phase LEED

documentation with assistance by the project team. MC HARRY/BENDER & ASSOCIATES will manage the LEED OnLine certification process, and submit the Design Phase LEED documentation for review by the US Green Building Council for LEED-NC v2009 certification. During the Design Phase certification process, MC HARRY/BENDER & ASSOCIATES will assess the Preliminary Response from the US Green Building Council and work with the project team to prepare any necessary materials for re-submittal. MC HARRY/BENDER & ASSOCIATES will then submit the final LEED documentation for review and as needed, will respond to any further clarification requested during this process. This documentation package will include those Design Phase credits that are selected by the project team for LEED-NC v2009 certification. The LEED review process will typically take about three to four (3 – 4) months, and will overlap into the Construction Phase identified below.

Deliverables included in the Design Phase work will be:

- Design and technical green building consulting services
- Initial project LEED assessment
- Design Phase LEED assessment reports (typically issued at the end of each design phase)
- Development of Credit Interpretation Requests (CIR) to the USGBC (as needed)
- Development of the Design Phase LEED Documentation
- Support in drafting LEED Innovation in Design credits for submission

Technical analysis and calculations included in the Design Phase work will be:

- Interior water use for WEc3 Water Use Reduction (based on plumbing fixture selection).
- Glazing Factor calculations for EQ8.1 Daylight & Views, Daylight to 75% of Spaces (preliminary calculations during DD, and final calculations in CD, based on area take-offs. These calculations are based on glazing factors only and estimate the quantity of daylight but not the quality. The calculations can only be done for simplified geometries.
- Views calculations for EQ8.2 Daylight & Views, Views to 90% of Spaces (preliminary calculations during DD, and final calculations during CD, based on area take-offs.)
- Green building strategy and materials research.

3. Green Materials and LEED Specifications Review

Division 1 specifications, reinforced with added requirements in Divisions 2 through 10, are the key to successful integration of many construction-related LEED requirements as well as establishing the collection of LEED documentation from a general contractor (GC) and sub-contractors. We will provide the following services to ensure that the specifications address green building practices and products and ensure that the LEED measures are integrated into the project. The specification areas we typically address include:

- Review of the requirements for the contractor to develop a construction waste management plan and document results.

- Adding requirements for the contractor to meet the LEED requirements for indoor air quality management during construction and prior to occupancy.
- Alerting the contractor and sub-contractors to some of the key materials specifications.
- Adding requirements for the contractor to document materials sources and manufacturers' information (e.g. cutsheets, letters, etc.) for the recycled content credit, regional materials credit, and if applicable, the resource reuse credit, the renewable materials credit and the certified wood credit.
- **Adding requirements for the contractor and sub-contractors to provide material costs in the required LEED format.**
- Verifying the requirements for documentation of VOC limits of all specified interior low-emitting materials.

Technical Services (provided by TLC Engineering)

4. Design Simulation and Consulting

Design simulation such as energy modeling (especially when performed early in the design process) can provide valuable information for the design team and help to direct the project's efforts towards the most critical areas related to energy performance. The model and subsequent recommendations from the energy analysis often provide the highest return on investment of any project activity because they lead to significant improvements in the building's energy performance.

In the detailed design phase of the project, our scope includes an eQuest (DOE2) energy analysis of the building and will look at common energy efficiency measures such as: efficient lighting with daylight dimming controls and occupancy sensors in selected spaces, high performance glazing, high efficiency HVAC equipment, and hot water load reduction through efficient plumbing fixtures. The model's baseline will be ASHRAE 90.1-2007 per the LEED-NC v2009 requirements.

The energy analysis of the building will cover the following:

- Create base building file (code minimum compliant shell and code minimum compliant mechanical & lighting systems). Setting up the file with schedule of occupancy to be provided by owner.
- Based on the base building file, develop parametric models (design case) that simulate load reduction energy efficiency strategies (as specifically identified for the project which could include improved wall insulation; improved roof insulation; NCRRC certified cool roof; spectrally selective glazing at windows and skylights; reduced lighting power density; lighting controls (photocells w/dimming ballast and occupancy sensors) and equipment efficiency technologies such as high efficiency mechanical equipment, VSDs, VAV, etc.; solar domestic hot water heating).
- Complete the final runs, the LEED calculations (based on the requirements for EAc1 Optimized Energy Performance and if applicable, EAc2 On-site Renewable Energy), and the Energy Cost Budget (ECB) compliance submittal required for LEED certification.

After receiving notification to proceed, TLC Engineering will meet with the design team to verify the energy efficiency measures to be studied and collate the necessary documentation needed for the energy analysis. Within approximately four weeks, we will submit a preliminary energy analysis report to the team. We will present the findings of the preliminary analysis and collect team feedback. Following the receipt of comments on the preliminary report and any subsequent information on design changes,

we will then submit a final report to the team within approximately four weeks. We assume that the design team will provide any necessary cost information and be available to provide information and answer questions during the analysis process.

5. Commissioning Services (provided by TLC Engineering)
Fundamental Building Systems commissioning, in Compliance with the LEED-NC v2009 Energy and Atmosphere Prerequisite, EAp1:

The building systems identified to be commissioned as part of this proposal include:

- HVAC&R systems and associated controls
- Lighting and daylighting controls
- Domestic hot water systems

The scope of work for this will include:

- Conduct a commissioning kick-off meeting to introduce the commissioning process and to discuss standards, strategies, and target requirements of the commissioned systems.
- Incorporate commissioning requirements into the construction documents.
- Develop a commissioning specification that details responsibility of each commissioning team member and incorporate into construction documents.
- Attend commissioning meetings as part of the commissioning process. Participate in construction meetings via conference call as required.
- Assist the construction manager and contractors with interpreting and achieving the intent of commissioning activities specified in contract documents.
- Obtain Owner's Project Requirements (OPR) and Basis of Design (BOD) from owner and design engineer of record. Review information with owner.
- Prepare commissioning plan including the following elements: -
 - A brief overview of the commissioning process
 - A list of all commissioned features and systems - Identification of primary commissioning participants and their responsibilities
 - A description of the management, communication, and reporting of the commissioning Plan
 - An outline of the commissioning process scope including submittal review, Observation, start-up, testing, training, O&M documentation and warranty period activities
 - A list of expected work products
 - An activity schedule
 - A description of the rigor and scope of testing
- Observe installation of each commissioned system by conducting site visits as necessary to confirm proper installation. Submit construction administration items to design team for review and distribution.
- Develop and review start-up and check-out forms.
- Witness start-up and initial checkout of a randomly selected sample of commissioned systems. Review completed start-up and check-out documents.
- Develop functional testing procedures of commissioned systems; submit to the Owner for review and approval.
- Provide functional test procedures for the installing contractor to perform and verify systems performance in accordance with the commissioning plan. Witness functional testing of commissioned systems.

- Document commissioning issues to all parties.
- Conduct spot checking for testing and air balancing contractor. Verify proper balancing has been completed.
- Develop a Commissioning Report to include: a list of each commissioned feature or system, disposition on commissioning compliance for each system; outstanding commissioning issues, future testing requirements, a list of compromises, and completed functional test.

6. Enhanced Commissioning, in Compliance with the LEED-NC v2009 Energy & Atmosphere Credit, EAc3: (provided by TLC Engineering)

The enhanced commissioning credit provides value to the owner by providing design-phase commissioning review of the mechanical design as well as building operator training and a systems manual. The results typically include better document and system coordination, a significant reduction in related Requests For Information (RFI) and a better performing building. TLC Engineering will provide the following:

- Conduct a commissioning kick-off meeting with the design team to introduce the commissioning process and to discuss standards, strategies, and target requirements of the commissioned systems.
- Review and update the Owner's Project Requirements (OPR) and Basis of Design (BOD) documentation from design team as available.
- Review the Design Documents in the Design Development and/or Construction Document phase (at 50% completion and bid set) as the project allows.
- Review the Contractor Submittals related to systems being commissioned
- Develop a systems manual for the commissioned systems to include: a final version of the BOD, systems single line diagrams, as-built controls diagrams and set points, schedule for retesting of commissioned systems, and schedule for calibrating sensors.
- Verify the training of maintenance staff meets the requirements in the contract documents.
- Review building operation with O&M staff with a focus on resolution of outstanding commissioning-related issues within 10 months after substantial completion.

COMPENSATION

An hourly estimate was used to determine architectural service fees, which is attached. Basic service fees are summarized as follows:

Basic Services Task	Fee	Schematic Design	Design Devel	Construction Docs	Bidding GMP	Construction Admin
Architectural B&A/MCH	616,400	92,460	123,280	215,740	30,820	154,100
Structural AES	127,740	18,170	18,360	66,280	1,930	23,000
MEP/FS HNCS	176,740	17,600	30,140	83,360	1,400	44,240
Project Management/5%	46,044	6,412	8,589	18,269	1,708	11,067
TOTALS	966,924	134,642	180,369	383,649	35,858	232,407

Basic architectural services fees equal 6.2% of the construction scope.

DESIGN PHASE	\$113,920
DD/CONSTRUCTION DOCUMENTS	119,200
SELECTIVE DEMOLITION BID PACKAGE	49,200
BIDDING PHASE	28,800
CONSTRUCTION PHASE SITE VISITS	108,800
CONSTRUCTION PHASE OFFICE (field reports, RFI's, Information Bulletins, Shop drawing review, etc.)	116,480
Total Basic Services	\$616,400

We propose to distribute this total as follows:

Schematic Design	15%	\$ 92,460
Design Development	20%	123,280
Construction Documents	35%	215,740
Bidding	5%	30,820
<u>Construction Phase Services</u>	<u>25%</u>	<u>154,100</u>
Totals	100%	\$616,400

Additional Services Task	Fee	Schematic Design	Design Devel	Construction Docs	Bidding GMP	Construction Admin
Program/Existing Conditions						
B&A	21,300	21,300				
Survey Upgrade						
Island Surveying	6,000		6,000			
Planner						
Donna Bosold	7,500	1,000	3,250	3,250		
Interior Design						
Patricia Baldus	24,300	2,400	7,000	9,900	1,400	3,600
Interior Design CD's						
B&A/MCH	34,800	5,220	6,960	12,180	1,740	8,700
Civil Engineering						
Perez Engineering	16,750	2,500	3,250	7,500	1,000	2,500
Landscape Architecture						
E-Sciences	63,600	17,960	10,300	20,000	1,000	14,340
LEED Services						
MCH/B&A	60,500	5,000	20,000	20,000	1,500	14,000
Energy Modeling						
TLC	9,000		2,700	6,300		
Fundamental Commissioning						
TLC	28,545		2,500	2,500		23,545
Enhanced Commissioning						
TLC	17,205		1,200	1,200		14,805
Cost Estimates						
Biltmore Construction	40,110	5,000	10,000	25,110		
Constructability						
Biltmore Construction	21,640	4,000	7,000	10,640		
Traffic Engineering						
Traf Tech	29,650		11,000	18,650		
Acoustics/AV						
Kinsella-Marsh	74,450	11,168	18,613	22,335	3,721	18,613
IT/Telecom/Security						
Kinsella-Marsh-Ferguson	62,312	9,347	15,578	18,694	3,115	15,578
Environmental						
EE&G	25,250			3,250		22,000
AMEC Environment & Infrastructure, Inc.						
As Built Documents	12,100	12,100				
	21,720					21,720
Sub Totals	576,732	96,995	125,351	181,509	13,476	159,401
Project Mgmt @5%	28,837	4,850	6,268	9,075	674	7,970
WPA Mural Restoration	75,000					75,000
TOTALS	680,569	101,845	131,619	190,584	14,150	242,371

GRAND TOTAL OF BASIC AND ADDITIONAL SERVICES: \$1,647,493

Total basic and additional services fees equal 10.6% of the construction scope.

ARCHITECTURAL BASIC SERVICES

Design Phase 50% B&A 50% MCH

Task Description	Project Manager	Project Architect(s)	Intern Architect(s)	Admin. Assistant
Prepare for design charette (base documents)	16	80		16
Design charette	80	160		
Schematic design	100	180	60	
Review meeting(s) with clients	4	4		
Revisions	16	60		
Total Hours	216	484	60	16
\$/hour	\$180	\$140	\$100	\$80
Labor cost	\$38,880	\$67,760	\$6,000	\$1,280
Total Labor Cost	\$113,920			

Construction Documents 35% B&A 65% MCH

Task Description	Project Manager	Project Architect(s)	Intern Architect(s)	Admin. Assistant
Production: 40 sheets @ 40 hrs. each		800	800	
Specifications	80			40
Redline reviews and coordination	120			
Team meetings: 30 weeks @ 2 hrs/week/person	120	120		
Administrative support: 30 weeks @ 2 hours/week/office				120
Total Hours	320	920	920	160
\$/hour	\$180	\$140	\$100	\$80
Labor cost	\$57,600	\$128,800	\$92,000	\$12,800
Total Labor Cost	\$199,200			

Selective Demolition Bid Package 80% B&A 20% MCH

Task Description	Project Manager	Project Architect(s)	Intern Architect(s)	Admin. Assistant
Construction Documents: 8 sheets @ 32 hours (Gato Bldg was 105 hrs)		128	128	
Principal review & coordination	24			
Specifications	24			16
Prepare bid package	8			8
Pre-bid meeting(s) (includes prep & follow-up)	8			4
Addenda responses	8	16		4
Bid review assistance	4			
Total Hours	76	144	128	32
\$/hour	\$180	\$140	\$100	\$80
Labor cost	\$13,680	\$20,160	\$12,800	\$2,560
Total Labor Cost	\$49,200			

Bidding Phase 80% B&A 20% MCH

Task Description	Project Manager	Project Architect(s)	Intern Architect(s)	Admin. Assistant
10 weels	80	80		
Administrative Support				40
Total Hours	80	80		40
\$/hour	\$180	\$140	\$100	\$80
Labor cost	\$14,400	\$11,200		\$3,200
Total Labor Cost	\$28,800			

Construction Phase 70% B&A 30% MCH

Task Description	Project Manager	Project Architect(s)	Intern Architect(s)	Admin. Assistant
Phase I selective demolition site visits (10/12 weeks)	60			
Phase II site visits (52 weeks)	420	160		
Office time: RFI", Information Bulletins, Field Reports, Payment Review	312	312		208
Total Hours	792	472		208
\$/hour	\$180	\$140	\$100	\$80
Labor cost	\$142,560	\$66,080		\$16,640
Total	\$225,280			

Under the above construction administration line item for architectural Bender & Associates/ MC Harry, I have assumed weekly site visits for myself @ 6 hours/day, a monthly site visit for a Bender & Associates employee at 6 hours/day, a monthly site visit for an MC Harry representative at 10 hours/visit and a 12 month construction time. During the selective demolition Phase I construction I plan to be on site weekly or as conditions dictate. I have allowed 10 weeks @ 6 hours/week on site. The breakdown for site visits:

Phase I site visits: 60 hours @ \$180	\$ 10,800
Phase II site visits: 420 hours @ \$180	\$ 75,600
160 hours @ \$140	\$ 22,400
Total architectural site visits	\$108,800

ARCHITECTURAL ADDITIONAL SERVICES

Existing Conditions Additional Services 95% B&A 5% MCH

Task Description	Project Manager	Project Architect(s)	Intern Architect(s)	Admin. Assistant
Program verification	16			8
Field measure existing conditions	8	16		
Draw existing conditions: 5 sheets @ 24 hours		120		
Total Hours	24	136		8
\$/hour	\$180	\$140	\$100	\$80
Labor cost	\$4,320	\$19,040		\$640
Total Labor Cost	\$24,000			

Total Base Cost \$24,000

Adjustment deduct \$ 2,700

Proposal Fee \$21,300

Interiors Package Additional Services 80% B&A 20% MCH

Task Description	Project Manager	Project Architect(s)	Intern Architect(s)	Admin. Assistant
Design support to Patricia	24			
AutoCAD design docs		60		
Construction documents FF&E (6 sheets @24)		144		
Coordination/review	8			6
Total Hours	24	204		6
\$/hour	\$180	\$140	\$100	\$80
Labor cost	\$4,320	\$28,560		\$480
Total Labor Cost	\$34,800			

Reimbursable Expenses are estimated as follows:

Bender & Associates	\$3,000
MC Harry	\$30,000
TLC	\$5,000
HNGS	\$5,000
AES	\$6,000
E Sciences/Keith Oropeza	\$8,000
Kinsella/Marsh	\$10,000
Traf Tech	\$4,000
EE&G	\$5,000
Island Surveying	\$1,000
AMEC Environmental	\$1,600
Perez Engineering	\$1,000
Donna Bosold & Patricia Baldus	\$1,000
Planning Submission Fees	\$6,650
USGBC Submission Fees	\$5,750

Total Estimated Expenses \$93,000

Based on the above, we propose to provide all of the required services for a **lump sum fee of \$1,647,493 plus reimbursable expenses of \$93,000 for a grand total of \$1,740,493 which equals 11.2% of the construction scope.**

Per your request of February 15, 2013, we are able to provide the ADA walkability survey and I have added it to the "Program/Existing Conditions" line item above.

I have attached the required hourly rate schedules for each consultant and the State of Florida DMS Guideline worksheet for A/E services.

As Built documents will be produced for the basic services disciplines" Architectural, MEP, Civil and Structural, broken down as follows:

Architectural:

MCH: 24 hours @ \$140	\$ 3,360
B& A: 24 hours @ \$140	\$ 3,360
Principal review & coordination 8 hours @ \$180	\$ 1,440
MEP/HNGS	\$ 7,560
Civil/Perez Engineering	\$ 2,500
Structural/AES	\$ 3,500
TOTAL	\$21,720

We propose the following milestone dates. It is our intent to provide a selective demolition bid package, prior to completion of construction documents. This bid package is identified as Phase I, Selective Demolition.

Milestone Schedule: The following is our proposed schedule. A final schedule will be established following execution of a contract, in concert with you.

April 17, 2013	Commission approval of contract
April 29, 2013	Contract Executed
May 1 – 31, 2013	Confirm program + prepare existing conditions documents
June 10 - 14, 2013	Team charette
June 10 – July 12, 2013	Schematic design
July 15 – 29, 2013	Client review
August 5 – 9, 2013	Client meeting/direction
July – January, 2014	Planning submission process
August - September 2013	Design development
August - September 2013	Prepare selective demolition bid package
Sept. 23 – Oct. 7, 2013	30% CD review period
Oct. 2013 – January, 2014	Construction documents Phase II
Oct. 7 – Oct. 21, 2013	Finalize demolition bid documents
Oct. – Nov. 2013	Bidding Phase I /Selective Demolition
Nov./Dec, 2013	Phase I contract award & start demolition
Nov. 11 – 25, 2013	60% CD review period
January 2014	Complete
February 3 – 14, 2014	90% CD review period
March 14, 2014	100% documents
March 28, 2014	Owner final authorization to bid
April-May, 2014	Bid period Phase II
June, 2014	Contract award/start
July, 2014	Start construction

As requested, I have attached, or will provide upon receipt, all of the following:

1. Address where payments should be sent:

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

2. Address where notices and correspondence should be sent:

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

3. Sub-consultant List

ASSOCIATED ARCHITECT

MC Harry Associates, James Piersol, LEED AP; Thomas Carlson, LEED AP; Javier Torres, LEED AP; Lourdes Solera, LEED AP; 2780 S.W. Douglas Road, Ste. 302, Miami, FL 33133, 305-445-3765 phone, 305-446-9805 fax

www.mcharry.com

e-mail: jpiersol@mcharry.com

LANDSCAPE ARCHITECT

Keith Oropeza, ASLA / E Sciences, 34 East Pine Street, Orlando, FL 32801 407/481-9006 Telephone 407/481-9627 Fax www.esciencesinc.com e-mail: koropeza@esciencesinc.com

PLANNING CONSULTANT

Donna Bosold, 720 Eaton Street, Key West, FL 33040, 305-942-1064

e-mail: donna.bosold@att.net

CIVIL ENGINEERING

Perez Engineering & Development, Inc., Allen Perez, Ryan McLean, 1010 Kennedy Drive, Suite 400 Key West, FL 33040, 305-293-9440 phone, 305-296-0243 fax

www.perezeng.com

e-mail: perezengineering@bellsouth.net

STRUCTURAL ENGINEERING

Atlantic Engineering, Inc., Mark Keister, Laney Stoddard, LEED AP; 6501 Arlington Expressway, Bldg. B, Suite 201, Jacksonville, FL 32211, 904-743-4633 x102 phone, 904-725-9295 fax

www.aespi.com

email: jax@aespi.com

MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION ENGINEERING

HNGS Engineers, (Hufsey Nicolaidis Garcia Suarez Assoc., Inc.), Enrique Suarez, Jr. Anthony Schulz, Michael Fossler, LEED AP; Louis Paulino, LEED AP; Edwin Cerna, LEED AP; 4800 SW 74th Court, Miami, FL 33155

305-270-9935 phone, 305-665-5891 fax

www.hngsengineers.com

e-mail: hngs@hngsengineers.com

SURVEYING

Island Surveying, Fred H. Hildebrandt, 3150 Northside Dr., Suite 101, Key West, FL 33040

305-293-0466 phone, 305-293-0237 fax

www.islandsurveyinginckw.com

e-mail: fhildeb1@bellsouth.net

INTERIOR DESIGN

Patricia Baldus, 708 William Street, Key West, FL 33040, 305-890-6176 phone,
e-mail: leafmodern@msn.com

MC Harry Associates

Bender & Associates Architects, P.A.

CONSTRUCTION MANAGEMENT & COST ESTIMATING

Biltmore Construction, Richard Parker, Barry Cercone, Travis Parker, LEED AP, 1055 Ponce de Leon Blvd,

Belleair, FL 33756, 727-585-2084 phone

www.biltmonstruction.com e-mail: www.biltmoreconstruction.com/contact

ENVIRONMENTAL ASSESSMENT

EE&G Environmental Services, LLC, Jay Sall, Daniel Cottrell, Mark Skweres, Richard Grupenhoff, Hiram Aguiar, 5751 Miami Lakes Drive, Miami, Lakes, FL 33014,
305-374-8300 phone, 305-374-9004 fax

www.eeandg.com e-mail: rgrupenhoff@eeandg.com

COMMISSIONING AGENT for LEED CERTIFICATION

TLC Engineering for Architecture, Donald Austin, Jr., LEED AP, CxA, OPMP; Jose Lara Gomez, LEED AP, 5757 Blue Lagoon Drive #400, Miami, FL 33126, www.tlc-engineers.com<<http://www.tlc-engineers.com>

e-mail: Jose.lara@tlc-eng.com<<mailto:Jose.lara@tlc-eng.com>

e-mail: Donald.austin@tlc-eng.com<<mailto:Donald.austin@tlc-eng.com>

ACOUSTICS & COMMUNICATIONS TECHNOLOGIES CONSULTANT/DEFENSIBLE SPACE DESIGN

Kinsella-Marsh Group, Inc./Ferguson Consulting, David Marsh, Gary Kinsella, David Stearns, Timothy Lindstrom, Lecette Ferguson, 4045 Sheridan Avenue, #420

Miami Beach, FL 33140, 305-868-1531 phone, 305-868-1683 Fax

www.kinsella-marsh.com e-mail: david.marsh@kinsella-marsh.com

TRAFFIC ENGINEER

Traf Tech Engineering, Inc., Karl Peterson, Joaquin Vargas, 8400 North University Drive, Suite 309, Tamarac, FL 33321, 954-582-0988 phone, 954-582-0989 fax

e-mail: karl@traftech.biz

4. **Attachment A:** Hourly rate sheets for all of the above firms are attached.
5. **Attachment B:** Proposals from each sub-consultant to Bender & Associates Architects are attached, identifying individual scope and fee for each.
6. **Attachment C:** Certificate of Insurance is attached.

7. **Attachment D:** I have also attached the State of Florida Department of Management Services Fee Guide Calculator for your use in evaluating this fee proposal.

We have added a line item budget of \$75,000 as requested for services of a conservator to restore the WPA murals. There is no charge for my time to coordinate, select and work with the conservator for the mural restoration.

I have worked with several conservators over the years, most recently Gray Stephens in Washington, D.C. As agreed, I will formulate information required for and RFQ to select a conservator. Three qualified artisans will be short listed. I will work with you to select the most appropriate artisans. Services will include, but not necessarily be limited to, meetings to establish criteria, research to identify required qualifications, assistance with writing an RFQ/RFP for this work, and identification of protection requirements for the art work.

I trust this proposal meets with your approval. Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bert L. Bender', with a long horizontal flourish extending to the right.

Bert L. Bender, Architect

BLB/ddk

ATTACHMENT A

February 18, 2013

HOURLY RATE SCHEDULE

Key West City Hall at Glynn Archer

Bender & Associates Architects and MC Harry Associates Rates

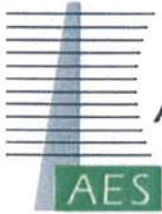
Principal	\$180
Staff Architect	\$140
Intern Architect	\$100
Administrative Support	\$ 80

Planning consultant – Donna Bosold Rate \$150

Interior design consultant – Patricia Baldus Rate \$90

Island Surveying Hourly Rates

Professional Engineer or PLS	\$175
Survey Field Crew	\$175
Drafting technician	\$125
Secretary	\$ 60



Atlantic Engineering Services

Atlantic Engineering Services of Jacksonville (AES-JAX)
2012 Fee Schedule

STRUCTURAL ENGINEERING SERVICES

Senior Principal.....	\$155.00/hour
Senior Project Engineer.....	\$132.00/hour
Professional Engineer.....	\$117.00/hour
Staff Engineer.....	\$105.00/hour
CADD/Technician.....	\$ 82.00/hour
Administration.....	\$ 56.00/hour
Expenses.....	1.00 times cost



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

MEMORANDUM

TO: Bert Bender
FROM: Keith Oropeza
COPIES:
SUBJECT: Key West City Hall – Hourly Rate
DATE: 2/12/2013
PROJECT NUMBER: 1-1702-P01

F. HOURLY RATES

In the event that the scope of services is expanded, or additions or revisions authorized by the Client are required, compensation for these services shall be handled on a negotiated basis or an hourly rate as follows:

Principal	\$190
Senior Landscape Architect	\$180
Staff Landscape Architect	\$150
Staff Designer	\$110
Administration	\$50
Craig Reynolds LA	\$125
Irrigation Designer	\$100



HUFSEY • NICOLAIDES • GARCIA • SUAREZ
ASSOCIATES, INC. CONSULTING ENGINEERS

4800 S.W. 74th Court Phone (305) 270-9935 Fax (305) 665-5891 Miami, Florida 33155-4448 www.hngsengineers.com

February 19, 2013

The hourly rates for HNGS Engineers are as follows:

Principal - \$175.00

Engineer - \$135.00

Cad Tech - \$75.00



Kinsella-Marsh Group, Inc. Hourly Billing Rates

for

Key West City Hall at Glynn Archer School

Principal	\$225
Sr. Consultant	\$120
Consultant.....	\$90
CAD Tech	\$75
Administrative/Clerical	\$65

Ferguson Consulting, Inc. Hourly Billing Rates

(KMG Sub-Consultant for Low Voltage Systems)

Principal	\$155
Sr. Designer	\$140
CAD Tech	\$75
Project Administrator	\$75

Kinsella • Marsh Group, Incorporated

Miami Beach, FL: 305-868-1531 • Dallas, TX: 214-891-1400

Consultants in Acoustics & Communications Technologies

EE&G STANDARD FEE SCHEDULE

(Effective August 1, 2012 through July 31, 2013)

<u>Labor Classification</u>	<u>Rate/Hour</u>
Professional Staff:	
Principal	\$150
Senior Technical Advisor/Project Director(LAC/CIH)	\$130
Senior Project Professional(Abatement Designer/SPM).....	\$110
Project Professional	\$92
Staff Professional (Lead Inspector, Sr. Techs).....	\$75
Associate Staff Professional (All ACM technicians)	\$62
Technical Staff:	
Senior Draftsperson/Designer	\$60
Senior Environmental Technician.....	\$62
Environmental Technician	\$57
Senior Laboratory Analyst/Laboratory Manager	\$55
Construction/Electrical Staff:	
Construction Supervisor	\$85
Construction Journeyman.....	\$65
Construction Helper	\$40
Electrical Supervisor	\$78
Electrical Journeyman	\$65
Electrical Helper.....	\$40
Welder.....	\$53
Administrative.....	\$30
Support Staff:	
Administrative Assistant	\$39
Secretarial/Clerical/Receptionist	\$35

1. Work performed thereafter is subject to a new Fee Schedule. Overtime rates for weekend work at 150% of regular rates or negotiated.
2. The above rates include salary, overhead, administration, and profit. Other direct expenses, such as analyses of lab air/water/soil/building material samples, drilling, travel, subsistence, other subcontractors, equipment rental, fuel, etc., are billed at actual cost plus 15 percent. Vehicle mileage is billed at \$0.50 per mile for company autos and \$85 per day for company trucks. Daily rates apply on long-term projects. Other Direct Charges (ODCs) are billed at 5% of labor fees on time and materials projects to cover costs for copying/reproduction, cell phone, long distance phone, telefax, mail/postage, report binders, color copying, etc.
3. Invoices will be prepared at a minimum monthly for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of EE&G invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by EE&G in collecting any amount past due and owing on client's account.
5. For special situations, such as expert court testimony, hourly rates for principals and experts of the firm will be on an individually-negotiated basis.

AMEC ENVIRONMENT & INFRASTRUCTURE INC.

FEE SCHEDULE

FIELD SERVICES

Reimbursable Expenses, actual cost times 1.10 \$ ---

LABORATORY SERVICES

Fines Content with Water Content, each \$ 40.00
Grain Size Determination, Wash No. 200 Sieve, ASTM D1140, each \$ 48.00
Plasticity (Atterberg Limits), each \$ 70.00
Unit Weight and Natural Moisture Content, each \$ 55.00
Rock Core Unconfined Compression Test (with stress/strain), each \$ 90.00
Limerock Bearing Ratio (LBR) tests, each \$ 325.00
Organic Content, each \$ 35.00

ENGINEERING AND TECHNICIAN SERVICES

Staff Geotechnical Engineer, per hour \$ 80.00
Project Geotechnical Engineer, E.I. or P.E., per hour \$ 90.00
Senior Geotechnical Engineer, P.E., per hour \$ 130.00
Principal Geotechnical Engineer, P.E., per hour \$ 150.00
Senior Principal, P.E., per hour \$ 165.00
CADD Operator, per hour \$ 70.00
Senior Engineering Technician, per hour \$ 65.00
Engineering Technician, per hour \$ 50.00
Clerical, per hour \$ 50.00
Vehicular Mileage, per mile \$ 0.70
Reimbursable Expenses, actual cost times 1.15 \$ --

NOTE: The above engineering technician hourly rates will be multiplied by a factor of 1.50 for services that are performed before 7:30 a.m., after 4:00 p.m., or on weekends and State of Florida/Georgia recognized holidays.

HOURLY RATE SCHEDULE
(As of 1/1/13)

<u>Classification</u>	<u>Hourly Rate</u>
Senior Professional Engineer	\$175
Engineer	\$125
Technician	\$75
Clerical	\$50

ATTACHMENT B



Atlantic Engineering Services

6501 Arlington Expressway, Building B, Suite 201
Jacksonville, FL 32211
Phone: 904.743.4633 Fax: 904.725.9295
E-mail: jax@aespi.com

February 12, 2013

Mr. Bert L. Bender, RA, LEED AP
Bender & Associates Architects
410 Angela Street
Key West, Florida 33040-7402

Re: Architectural Services: Key West City Hall (RFQ No. 13-001)
Glynn Archer School Conversion into the
City Hall of the City of Key West
Key West, Florida

Project: #312-295
312295_00^PRO_01_Revised 02-12-13.doc

Dear Bert:

I am writing, at your request, to submit this proposal for consulting structural engineering services on the above referenced project. This proposal is based upon The City of Key West Request for Qualifications (RFQ) No. 13-001: Architectural Services: Key West City Hall dated October 23, 2012, along with a e-mails on February 6 and 7, 2013, and a telephone conversation further outlining scope.

As I understand it, the project will consist of the conversion of the Glynn Archer School classroom building and auditorium, art room, and gymnasium built in 1926, into the new City Hall of the City of Key West. The wing "C" addition built in 1955 will be demolished to create additional parking. The historic facades will be restored and the interior wood-framed structures will be reconstructed with a steel-framed roof and floors with interior steel columns and perimeter steel columns attached to the historic original load-bearing concrete walls. At the auditorium and gymnasium, the original roof structure will be evaluated for re-use and will either be re-used and rehabilitated or replaced with a new steel structure. The existing foundations consist of shallow foundations bearing on shallow oolitic limestone. New foundations will consist of shallow augercast concrete piers embedded into the shallow rock.

The services to be provided by Atlantic Engineering Services of Jacksonville (AES) shall be:

- 1) Review existing documents that may be available including, but not limited to, construction drawings, specifications, agreements, and change orders.
- 2) One (1) 5-day investigative site visit to observe and record the existing structural conditions and participate in portions of the design charette in Key West, Florida, to develop the Schematic Design for the project.
- 3) In the Schematic Design Phase (SD Phase), review alternative structural systems and provide non-dimensioned sketches of those systems.
- 4) In the Design Development Phase (DD Phase), based on the SD Phase studies approved by the Architect, perform structural analysis and design and prepare DD Phase documents that will fix and describe the structural dimensions, materials, and types of construction.



Atlantic Engineering Services

To: Mr, Bert L. Bender, RA, LEED AP
Project: #312-295
Date: February 12, 2013
Page: 2

- 5) In the Construction Documents Phase (CD Phase), based on the DD Phase documents approved by the Architect, perform structural analysis and design and prepare drawings setting forth in detail the structural requirements of the project.
- 6) In the CD Phase, provide assistance in your preparation of the contract specifications. You will provide the specifications in your preferred format for editing of structural sections by AES. You will prepare the final production of the specifications.
- 7) In the Construction Phase, review and take other appropriate action on the structural shop drawings only for conformance with the design concept of the project and compliance with the information given in the contract documents.
- 8) Perform four (4) site visits, if required, at intervals appropriate to the various stages of the construction to observe the progress and the quality of the work of the contractor(s) and prepare written reports of each site visit.

The total fee for the above services 1) through 8) shall be One Hundred Twenty One Thousand Five Hundred Seventy Dollars (\$121,570.00) including estimated expenses broken down as follows:

Investigative Site Visits, Design Charette and Schematic Design	\$ 18,170.00
Design Development	\$ 18,360.00
Construction Documents	\$ 55,080.00
Shop Drawing Review	\$ 13,770.00
Construction Site Visits	\$ 11,160.00
Estimated Expenses	<u>\$ 5,030.00</u>
TOTAL	\$121,570.00

Any services authorized by you, in addition to those set forth above, shall be billed in addition to the above total fee at the following rates:

Principal	\$155.00/hour
Senior Project Engineer	\$132.00/hour
Project Engineer	\$117.00/hour
Engineer	\$105.00/hour
CADD Operator	\$ 82.00/hour
Administrative	\$ 56.00/hour
Expenses	1.00 times cost

Additional services include, but are not limited to, the following:

- Providing SD documentation more extensive than non-dimensioned sketches.
- Attending meetings with potential contractors.
- Responding to contractor inquiries prior to the awarding of the contract to a contractor.



Atlantic Engineering Services

To: Mr, Bert L. Bender, RA, LEED AP
Project: #312-295
Date: February 12, 2013
Page: 3

- Making more than one (1) 5-day investigative site visit and four (4) construction site visits.
- Making revisions to the drawings, specifications, or other documents after approval of information from the Architect.
- Providing Opinions of Probable Cost.
- Preparing a set of record drawings.
- Preparation of component and/or cladding loading drawings.
- Preparation of component and/or cladding design.
- “Fast-tracking” of structural design documents which requires the issuance of structural construction documents prior to the issuance of architectural construction documents.
- Design of light gauge metal framing systems including, but not limited to, walls, ceilings, fascia, and soffit.
- Making value engineering revisions at the request of the contractor after the issue of CD Phase documents.

Expenses include travel, parking, photographic processing, copying and printing costs, postage and special shipping costs, costs of tools or special equipment. Rental or leasing of scaffolding equipment, swing scaffolding, and/or an aerial lift truck, along with the costs of an operator or other construction personnel to install, erect, or operate this equipment, shall be billed as project estimated expenses and are included in the fees indicated above.

During the course of the investigative work, we will require access to the building. We may also require that minor demolition of finish materials be accomplished so that we can observe concealed conditions. We will coordinate these with you and the owner to minimize disruption to the facility.

We may recommend that materials testing be performed. If so, we will provide you with a scope and description of our recommendations for testing along with estimated testing costs from a mutually acceptable testing firm. We will coordinate these with you and the owner to minimize disruption to the facility.

As part of our work, we may use one or more of the following: cameras with telescopic lenses, a telescope with 35 mm camera mounting, ladders, stationary access scaffolding, or an aerial lift truck. In the event that we decide to use a lift truck to facilitate the observation of portions of the building facade, we will acquire the necessary permits, coordinate the truck's use with local authorities, and review the schedule for its use with you.

AES shall submit monthly statements for services rendered. Payment is due within 30 days of the date of the invoice. A service charge of 1 1/2 percent per month of the outstanding balance may be charged on all balances outstanding more than 60 days. AES reserves the right to stop work on its work when the balance for invoiced services is outstanding more than 60 days.

In providing services under this Agreement, AES shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.



Atlantic Engineering Services

To: Mr. Bert L. Bender, RA, LEED AP
Project: #312-295
Date: February 12, 2013
Page: 4

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of AES and AES's officers, directors, partners, employees and sub-consultants, and any of them, to you and anyone claiming by or through you, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project or the agreement from any cause or causes shall not exceed Two Million Dollars (\$2,000,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

AES shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). AES's efforts in the Construction Phase will be directed toward providing a greater degree of confidence for you that the completed work of contractor(s) will conform to the contract documents, but AES shall not be responsible for the failure of contractor(s) to perform work in accordance with the contract documents.

In the event that you make a claim or bring an action against AES, its officers and/or its employees arising from the performance of our professional services and such action is dismissed or you fail to prove such a claim, then you agree to pay all legal and other costs (including attorneys' fees) incurred by AES in its defense of such claim.

The contract drawings and reports are instruments of service in respect of the project and AES shall retain ownership and property interest therein whether or not the project is completed. Any reuse without written verification from AES shall be at your own risk and you hereby indemnify and hold harmless AES, its officers and employees from all claims, damages, losses and expenses arising out of or resulting therefrom. Any such reuse or adaptation will entitle AES to further compensation to be agreed upon by you and AES.

Please indicate your acceptance of this proposal by signing and returning one copy.

Very truly yours,
ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE
FLORIDA CERTIFICATE OF AUTHORIZATION #791

Mark J. Keister, P.E.
Senior Principal

MJK/drg

ACCEPTED BY:

Signed / Title

Date



March 4, 2013

Mr. Bert L. Bender, Architect, LEED AP
Bender and Associates Architects, P.A.
410 Angela Street
Key West, Florida 33040

Subject: Revised Proposal for a Geotechnical Engineering Evaluation
Glynn Archer School City Hall Conversion
1300 White Street
Key West, Florida
AMEC Proposal No. 13PROPJAXV.058, Rev. 1

Dear Mr. Bender:

AMEC is pleased to submit this revised proposal to provide a geotechnical evaluation for the subject project. Included in this proposal is our understanding of the project, an outline of the proposed evaluation, a lump sum fee, and our schedule. Our Jacksonville office has been in operation since 1957, and has performed over 15,000 geotechnical explorations in Florida and Georgia during that time period—including several in Key West.

Project Information

Project information was provided by you and by Mr. Mark Keister of Atlantic Engineering Services (AES) during the period of February 10 to 18, 2013. We were provided with the following documents:

- Report of Geotechnical Exploration, Concrete Core Testing, and Foundation Excavations
Glynn Archer School Building
1300 White Street
Key West, Florida
Prepared by: Nutting Engineers of Florida, Inc.
Dated: August 10, 2012
- Schematic Site Plan, First Floor Plan, and Second Floor Plan
Glynn Archer School
Key West, Florida
Prepared by: Bender and Associates, Architects, P.A.
Dated: August 23 to September 29, 2010

We understand that the existing school building is located within the area bounded by United Street to the north, White Street to the east, Seminary Street to the south, and Grinwell Street to the west, in Key West, Florida.

The existing Glynn Archer School was constructed in 1926, and will be converted into the new City Hall for the City of Key West, Florida. The project will involve the removal of existing wood-

framed interior walls, and replacement with steel framing; therefore, existing shallow footings will be subjected to additional loading. We understand that existing continuous wall footings are 36 to 42 inches wide, and that existing column footings are 32 inches square. We understand that the existing shallow foundations have performed satisfactorily.

The furnished Nutting Engineers report included the results of four exploratory borings drilled to a depth of 25 feet each. The borings encountered oolitic limestone (known as the Miami Limestone formation) at a depth range of about 1½ to 25 feet below grade. In their report, Nutting calculated an allowable bearing pressure of 4,000 psf for footings bearing on the Miami Limestone.

The site is understood to be accessible to truck- or track-mounted drilling equipment.

Proposed Geotechnical Evaluation Services

We understand that it is desired for AMEC to provide a second opinion concerning the available allowable bearing pressure for footings bearing within the Miami Limestone formation. In addition, it is desired that AMEC become the geotechnical engineer-of-record on this project.

Our geotechnical evaluation will consist of field testing, laboratory testing, geotechnical engineering, and reporting. These services are discussed in more detail in the following paragraphs.

Field Exploration

The proposed evaluation for this project will involve various geotechnical studies and the acquisition of subsurface data. We propose to drill four Standard Penetration Test (SPT) borings to a depth of 20 feet each below the existing ground surface. In addition, we propose to perform 10 lineal feet of 4-inch diameter rock coring in the upper 10 feet of the Miami Limestone formation in each boring. The purpose of the large-diameter rock coring will be to obtain intact core samples of the weak limestone for subsequent laboratory unconfined compression testing. SPT sampling will be performed from a depth range of 10 feet to 20 feet below existing grade. An extra SPT sample will be obtained at a depth range of about 11 to 12.5 feet below grade in each boring. The SPT borings will be located around the perimeter of the existing building. Following the completion of drilling, the boreholes will be backfilled with a mixture of native soils and rock fragments.

We propose to utilize Independent Drilling, Inc. (IDI) to perform the drilling services. AMEC will provide an engineering technician on a full-time basis to stake the boring locations and to observe and document the work of the drilling subcontractor.

Drilling, testing, and sampling will be performed in general accordance with applicable ASTM standards. At the completion of drilling, we will transport the soil and rock samples to our laboratory where they will be examined by a geotechnical engineer and visually classified according to the Unified Soil Classification System. The engineer will then select samples for laboratory testing.

Laboratory Testing

We may conduct laboratory classification and index property tests on representative soil samples we obtain during drilling. These tests will help us estimate the bearing and settlement characteristics of the subsurface soils on the basis of empirical correlations and our prior experience. These tests could include the following: water content, fines content, organic content, Atterberg limits, and/or grain size distribution tests. In addition, we propose to perform eight unconfined compression tests (with stress-strain measurements) on core specimens of Miami Limestone. This test data will be used to estimate the bearing capacity and settlement potential of footings bearing in the Miami Limestone. We will conduct laboratory tests in general accordance with ASTM or other widely accepted standards.

Geotechnical Engineering and Reporting

A registered professional engineer who has specialized in geotechnical engineering will direct and supervise our services. A report that describes our evaluation and recommendations will be provided for you. This report will include the following:

1. A brief review of our test procedures and the results of all field and laboratory tests conducted.
2. An estimated subsurface profile to illustrate the subsurface conditions including standard penetration resistance test data, rock coring data, and groundwater levels.
3. A discussion of the subsurface conditions encountered.
4. A general evaluation of the proposed project considering the existing site and subsurface conditions.
5. The results of our evaluation of footing bearing capacity and settlement potential for the existing footings, which reportedly bear within the Miami Limestone formation.
6. An estimate of additional shallow foundation settlement that could occur due to additional loading of existing footings (we assume the new structural loads will be provided to us).
7. A recommended allowable bearing pressure for the existing strip and individual column footings bearing in limestone, based on the results of our analysis.

The assessment of site environmental conditions or the presence of pollutants in the soil, rock or groundwater of the site is beyond the proposed scope of this exploration. Our services do not include the preparation of design drawings or specifications. We can provide these supplemental services under a separate authorization, if desired.

Lump Sum Fee

Since the site and subsurface conditions are not precisely known, it is not possible to accurately determine all types of analyses and related studies that may be necessary. In addition, boring, sampling, and testing requirements are a function of the subsurface conditions that are actually encountered. Based upon our experience in Key West and our understanding of the project requirements; however, we propose the following lump sum fees:

Geotechnical Study and Reporting	\$12,100
Site Meeting, Travel and Expenses	<u>\$ 2,650</u>
Total Lump Sum Fee	\$14,750

As indicated above, we have included a separate fee to travel to Key West for one day in the event our services are needed during the week-long project charette. Our fee for this service includes airfare, car rental, hotel (one night), food, and one 8-hour day of engineering time. Our drilling fee assumes that the site is accessible to IDI's track- or truck-mounted drilling equipment, and that the field exploration services may be performed during normal working hours (defined as Monday through Friday, 7:00 a.m. to 6:00 p.m.). IDI will call Sunshine State One Call of Florida (Sunshine 811) to locate and mark underground utilities prior to the field exploration. Once the locate ticket has been requested and issued, at least two business days (not including the day of the request) will be required for utility locators to locate and mark underground utilities. We assume that any information that you have regarding known underground utility locations will be provided to us prior to our field exploration. We have further assumed that the field exploration services will not be hindered by any on-site activities of others.

Invoicing

We anticipate providing a single invoice following the conclusion of our services. If our services extend beyond our normal invoicing period of four weeks, we may elect to submit a partial invoice for those services performed during the period. We will also include any charges not previously invoiced.

Schedule

Based upon our present schedule we can begin this project within about three working days after we receive written authorization to proceed. The field services should take approximately two days to complete. Laboratory testing will take one week to complete. From our notice to proceed, we expect the project to take approximately four weeks to complete. We can, however, provide preliminary verbal results and recommendations shortly after the field services have been completed in order to help expedite the design process.

Authorization

To authorize us to proceed with the proposed evaluation and to make this proposal, our statement of Terms and Conditions, and other enclosures the agreement between us, please execute the attached Professional Services Agreement (PSA) and return one copy (of all three pages) to us.

Bender and Associates Architects, P.A.
Glynn Archer School City Hall Conversion
Proposal For Geotechnical Engineering Evaluation

Any exceptions to this proposal or special requirements not covered in the proposal should be listed on the PSA.

We appreciate your consideration of AMEC for these services and look forward to serving as your geotechnical consultant on this and other future projects. Please contact us if you have any questions concerning this proposal.

Sincerely,

AMEC ENVIRONMENT & INFRASTRUCTURE, INC.



Kirk A. McIntosh, P.E., D.GE
Senior Principal



Michael B. Woodward, P.E.
Principal Geotechnical Engineer

For Michael Woodward
With Permission

Attachments: Professional Services Agreement

Distribution: Bender and Associates, Architects (2)
File (1)



HUFSEY•NICOLAIDES•GARCIA•SUAREZ
ASSOCIATES, INC. CONSULTING ENGINEERS
4800 S. W. 74th Court Miami, Florida 33155-4448 Phone (305) 270-9935 Fax (305) 665-5891
www.hnsgengineers.com

February 19, 2013

Mr. Bert Bender, A.I.A.
Bender & Associates Architects, P.A.
410 Angela Street
Key West, Florida 33040

**Re: GLYNN ARCHER BUILDING REMODELING
Key West, Florida**

Dear Bert:

Enclosed you will find our Scope of Services along with our Engineering Fee.

A. SCOPE of SERVICES

- Plumbing, air conditioning, fire protection and electrical engineering services.
- Existing building interior MEP/FP systems will be removed and all new systems installed.
- We will have one initial site visit by two engineers to familiarize with the project existing conditions.
- We will do general demolition notes or/and drawings.
- Meetings will be via telephone or in Miami as required but will not attend weekly meetings. Meetings in Key West will be billed as per site visits.
- Lights design by lighting consultant.
- Telephone/data/security/TV/sound design by specialty consultant. We will provide empty conduits and power as directed.
- Coordination with building officials during construction and permitting.
- Landscape lighting by landscape architect. We will provide power to all lights.
- RFI's responses.
- Site visits.
- Shop drawing review.

B. ITEMS NOT IN CONTRACT

- Printing other than for in-house coordination.
- Federal express, courier services for delivery of contract documents.
- Travel out-of-pocket expenses, i.e., lodging, food, cars, etc.
- LEED energy modeling and LEED documentation.

C. ENGINEERING FEE

- **Construction Documents** \$132,500.00
- **Construction Administration**
RFI's and Shop Drawing Review \$ 24,800.00

- **Site visits**
Per Engineer/One Day Trip \$1,620.00
(12 hours x \$135.00/hour includes report)
Suggest 6 trips x 2 Engineers
(6 trips x 2 engineers x 12 hours x \$135.00) \$ 19,440.00

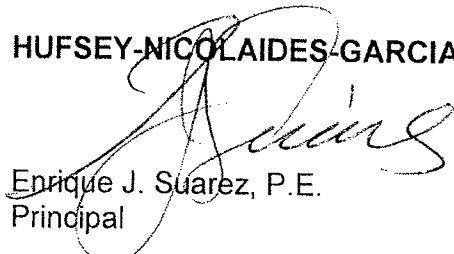
Hourly Rates for Additional Services

- **Principal** \$175.00
- **Engineer** \$135.00
- **Cad Technician** \$ 75.00

If you have any questions please let us know.

Sincerely,

HUFSEY-NICOLAIDES-GARCIA-SUAREZ ASSOCIATES, INC.


Enrique J. Suarez, P.E.
Principal

ACCEPTANCE: The above fees, terms, conditions and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name and Title

Date



**ENGINEERING
ENVIRONMENTAL
ECOLOGICAL**

February 28, 2013

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

**Subject: Key West City Hall (Glynn Archer School)
1302 White Street
Key West, Monroe County, Florida
E Sciences Proposal # 1-1702-P01**

Dear Mr. Bender,

Thank you so much for allowing us to present our proposal for landscape architectural services for this project. We have assembled a very talented team of design professionals. Our goal is to provide you with a responsive group that offers the best design solutions to meet your needs. For the purposes of this agreement Bender & Associates will be referred to as CLIENT, the City of Key West as OWNER, and E Sciences as the Landscape Architect (LA).

SCOPE OF SERVICES

This proposal is for landscape architectural services that include the following:

1. **Landscape & Irrigation** - Landscape will represent design elements such as trees, shrubs, groundcovers, sod, mulch, and gravel. Irrigation will include the design of an automatic lawn sprinkler system for the watering of all new landscape plantings. The water source for the irrigation system shall be determined based on water resources.
2. **Aesthetic Grading** - Aesthetic grading will utilize on site or imported clean fill material for the purpose of developing land forms and berms to achieve visual interest and enhance the landscape presentation. Aesthetic grading will be coordinated with normal civil grading, respecting storm water management, retention volumes, surface flow and existing trees.
3. **Hardscape Amenities** - This will represent design elements such as flatwork, including terraces, patios, steps, architectural pavers, pedestrian surfaces, as well as, planter walls and decorative or entrance walls. (Structural engineering is excluded from our design responsibilities.)
4. **Architectural Amenities & Appointments** - This will represent design elements such as minor amenities including trellises, gazebos and arbors, architectural pottery, site furniture including benches, trash receptacles and urns. (Structural engineering is excluded from our design responsibilities.)

E Sciences, INCORPORATED
34 East Pine Street • Orlando, FL 32801
ph 407-481-9006 fax 407-481-9627
www.esciencesinc.com

6. **Site Lighting Layout** - This will represent design elements such as street lighting, parking lot lighting, pedestrian lighting, accent lighting, and mood lighting. This effort includes fixture selection and layout only.
7. **Fountain Design (Layout)** – This will represent the design of fountain features free standing in the landscape. (Engineering and construction documents are excluded from this effort.)

DESIGN PROCESS

A. PHASE 1 SITE ANALYSIS AND SCHEMATIC DESIGN CHARETTE

1. CLIENT will furnish to the LA all base information which is available, including boundary survey, one foot topographic survey including spot elevations of all existing structures and surface utilities. A tree survey will also be furnished identifying all trees 4" or greater where free standing and the limits of heavily wooded areas or wetland areas.
2. We will visit the site to fully acquaint ourselves with existing site conditions, identify landforms and features, and to evaluate approaching and off-site views as it may affect the project.
3. We will coordinate with the CLIENT, Civil Engineer, and other Project Team Consultants to discuss project goals and objectives, identify specific program requirements, review budgets, and establish performance schedules.
4. We will develop Schematic Landscape level design for the site to a level that allows a full understanding of the project. Our design will be of sufficient detail to describe the overall project intent and design direction. In addition to the plan view site plan, we will provide sections and/or sketches to clarify our design approach. Photo imagery will also be used to convey the design feeling.
5. We will participate in a week long charette at the CLIENT'S office in Key West. The result of the charette will be a comprehensive schematic plan with enough detail to garner approval from the OWNER. This information will be used to complete the next phase of work.
6. We will address budgets at the end of our schematic design phase. Budgets will be established as a magnitude of cost based upon the understanding of the project at this level of work.
7. We will make ourselves available to participate in one-two day public workshop in Key West. This will include one individual for the LA's office.
8. We will make ourselves available to participate in a final presentation to the Key West City Commission. This will include one individual from the LA's office.

B. PHASE 2 DESIGN DEVELOPMENT PHASE

1. We will coordinate with the CLIENT and team consultants to discuss design issues, receive direction, and coordinate our work to assure that final documents are consistent with other team member's documents. This will be limited to one meeting at the CLIENT'S office in Key West.
2. We will prepare design development documents that clearly fix and describe the overall character, design intent, and theme for the various elements of the project. We will suggest a palette of materials for hardscape finishes. All proposed site improvements will reflect the scale and relationship to the site. Landscape concepts will reflect tree groupings, shrub massing, ground covers, and lawn areas.
3. We will prepare a design development budget itemizing the various components of the proposed site plan for a general magnitude of cost.
4. We will present our design development documents to the CLIENT for review and comment.
5. Design development drawings will represent 30% construction documents. All line work at this phase will be electronic and set into base sheet format.
6. We will attend two (2) Tree Commission Meetings to gain approval for necessary removal of site materials and new materials being considered.
7. We will attend one (1) Planning Board meeting to present the necessary request for the landscape buffer variance needed around the property. We will coordinate with staff prior to the meeting to resolve any issues and submit the necessary applications.

C. PHASE 3 CONSTRUCTION DOCUMENTS PHASE

1. Based upon the CLIENT and OWNER'S review, comments, and approved budget, we will proceed with Construction Documents. Construction Documents will incorporate comments and minor scope changes identified during the review process.
2. We will coordinate with the CLIENT and team consultants to discuss design issues, receive direction, and coordinate our work to assure that final documents are consistent with other team member's documents. This will be limited to one meeting at the CLIENT'S office in Key West.
3. We will deliver to the CLIENT a progress set of drawings at **60%** complete for review and comment. Drawings at this level will reflect the actual configuration of all elements and begin to identify their vertical and horizontal geometry. All material selections and finishes will be identified for approval including planting palette.

4. Construction Documents will be completed to a level of **100%** for CLIENT and OWNER approval prior to **Issue for Bid**. Construction Documents will include the following information.
 - a. **Landscape & Irrigation Plans** - Will indicate all plant material as to location, quantity, type and size. Plans will include details, schedules, and specifications specific to the planting operation. Irrigation plans will identify the water source, mainline, valves, laterals, heads, nozzles, and automatic control systems. Details, schedules and specifications will be included to clarify specific elements of the irrigation design.
 - b. **Aesthetic Grading Plans** - Will include grades at one-foot contours with spot elevations at critical points, and specifications. All grades will be referenced to the civil engineering proposed grades, or existing grades.
 - c. **Hardscape Amenities Plans** - Will indicate the layout, dimension, details, finishes, materials, and specifications of the various elements. Sections will be included to identify design intent and clarify connections of the various components. We will coordinate our needs with the CLIENT'S Structural Engineer. (Structural engineering is excluded from our services.)
 - d. **Architectural Amenities & Appointments Plans** - Will include the layout, dimension, detail, material selection, and connections to construct the various architectural amenities. Architectural appointments will be located on a scaled plan and include cut sheets, specifications, and details. We will provide our design layout to the Architect's structural engineer for structural engineering. (Structural engineering is excluded from our services.)
 - e. **Site Lighting Plans** - Will include fixture location, fixture type, lamp type, mounting height, details, cut sheets, and specifications. We will coordinate with the CLIENT'S lighting engineers providing the appropriate information relating to our exterior package. (Electrical engineering is excluded from our services.)
 - g. **Fountain Design Plans** – Will include the layout, dimension, pool shell profiles, finishes, materials, accessories, filtration location, and general information. This will also include the selection or design of specialty appointments such as statuary, figurines, or architectural details. (mechanical and structural engineering is not included).

D. PHASE 4 CONSTRUCTION PHASE

After the completion of the construction documents, the LA will provide continued services to assure that the design intent is maintained. We will make a maximum of six (6) site visits during this phase of the project.

1. Bidding & Negotiation Phase

In the event that the scope of services is expanded, or additions or revisions authorized by the Client are required, compensation for these services shall be handled on a negotiated basis or an hourly rate as follows:

Principal	\$190
Senior Landscape Architect	\$180
Staff Landscape Architect	\$150
Staff Designer	\$110
Administration	\$50

As our written authorization, please complete, sign and return one copy of the attached Services Agreement. To expedite authorization, a signed facsimile of the Services Agreement, including an initialed copy of the terms and conditions, will be acceptable followed by a signed original hard copy by mail. Please note that the terms and conditions contained within the Services Agreement are a part of this proposal.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at 407-481-9006.

Sincerely,

E SCIENCES, INCORPORATED



Keith Oropeza
Sr. Landscape Architect



February 13, 2013

Mr. Bert Bender
Bender & Associates, Inc.
410 Angela Street
Key West, Fl. 33040

RE: Professional Services Agreement – Glynn Archer/City Hall

Dear Bert:

Perez Engineering & Development, Inc. is pleased to submit this proposal to assist you with professional civil engineering services for the above-mentioned project.

ITEM 1 – SCHEMATIC DESIGN

We shall provide Schematic Design Documents. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components for approval through the City process (HARC, Tree Commission, DRC, Planning, and City Commission). The Schematic Design Documents shall include civil engineering.

We shall attend a DRC meeting for approval of the Project.

We shall participate in design meeting(s) with as required.

The deliverable from the schematic design phase will include, but not limited to:

- Schematic Drawings and Support Documentation
- Civil Engineering as required for City Approvals, including grading, utilities, storm water, sanitary, and details.

ITEM 2 – DESIGN DEVELOPMENT

We shall provide Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall illustrate

Key West Office:

1010 Kennedy Dr. Suite 400 • Key West, Florida 33040
tel: (305) 293-9440 Fax: (305) 296-0243

and describe the refinement of the design of the Project as approved through the City process by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

The deliverables from the design development phase will include:

- A drawing package that defines and describes the design of the project.
- Civil engineering, including building location plan, grading, material indications, utilities, storm water, sanitary, and details.

ITEM 3 – CONSTRUCTION DOCUMENTS

1. Prepare a final on-site Geometry Plan for location of roadway and site improvements, including:
 - Roadway centerline geometry with bearings, curve data, vertical and horizontal profiles (Profiles as applicable to project).
 - Edge of pavement signature indicating curb type, edge type, etc...with supporting details.
 - FEMA Flood Lines to be shown on plans.
 - Roadway Striping and Signage information with supporting details.
 - Handicap parking spaces, curb, ramps and supporting details.
 - Layout data for all structures, structure spacing, set backs, buffers, etc...
2. Prepare stormwater calculations. Prepare Grading and Drainage Plans including:
 - FFE of all structures on site relative to crown of road and responsive to proposed grade changes.
 - Delineate all drainage basins, swales, and sub-surface conveyance systems including piping, structures, injection wells, etc...
 - Provide proposed contours or spot elevations for all drainage improvements and roadways.
 - Provide proposed contours or spot elevations for all building pads, around all existing trees to remain and site finish grades.
 - All plans to show FEMA flood lines, existing trees to remain, etc...
 - Provide all inverts, pipe sizes, pipe slopes, and other data relative to sub-surface conveyance systems.
3. Coordinate with Project Electrical Engineer for electric distribution system design in order to determine conduit distribution, transformer location, ect... on site.
4. Prepare a water and sewer plan depicting the proposed potable water, fire service and sanitary sewer collection system.

5. Prepare construction documents which shall include but not be limited to drawings and technical specifications, and descriptions and design data necessary for permitting by governmental authorities.
6. Make available all design calculations and associated Data.
7. Furnish five (5) copies of the 100% Complete Design documents and present and review them with the CLIENT for final comments and revisions.

ITEM 4 – BID PHASE SERVICES

1. We shall assist the CLIENT in obtaining bids or negotiated proposals, assist in awarding and preparing contracts for construction, attend pre-bid conferences, and prepare addenda.
2. We shall issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

ITEM 5 – CONSTRUCTION PHASE SERVICES

1. Shop Drawing Review – We shall review sets of shop drawings supplied by Contractor for conformance with the engineering design concept of the project and information given in the contract documents. Review of any shop drawing is limited to general design concepts and general compliance with the information in the construction plans and specifications.
2. Limited Construction Observation – We shall provide limited construction observation services as shown below:
 - We shall provide project representation by staff to inspect water, sanitary sewer, and storm sewer in order to provide construction observation to determine, in general, if it is proceeding in accordance with the contract documents and permit conditions. Project representation in the field shall be as required in order to complete agency certifications.
 - We shall conduct at least one (1) walk through at the end of construction to determine if the project is substantially complete and one (1) final construction observation visit to determine if the project has been completed in substantial accordance with the contract documents and permit conditions.
 - Our representatives will attend the appropriate utility system tests (water main pressure test), as required to make engineering certifications to appropriate governmental agencies.

ITEM 6 – INFORMATION AND ITEMS FURNISHED BY THE CLIENT

- A. CLIENT shall coordinate activities between consultants by providing information and holding meetings as required assisting PE&D, Inc. in being current with other consultants and development strategy and decisions.
- B. CLIENT/Owner shall pay application fees for all permit submittals.
- C. CLIENT shall provide PE&D, Inc. with CAD files of the survey, buildings, and site features.

ITEM 7 – COMPENSATION

Compensation shall be billed monthly as a percent complete as follows:

Schematic Design	\$2,500
Design Development	\$3,250
Construction Documents	\$7,500
Bid Phase Services	\$1,000
Construction Phase Services	<u>\$2,500</u>
Total Fee	\$16,750

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and approved as of the date written below, by their duly authorized officers and/or representatives.

**PEREZ ENGINEERING
& DEVELOPMENT, INC.**

BENDER & ASSOCIATES



Allen E. Perez, P.E.

Name and Title Date

Donna M. Bosold, AICP
P.O. Box 1553
Key West, Florida 33041-1553

Bert L. Bender, Architect, LEED AP
Bender & Associates Architects, P.A.
410 Angela Street
Key West, FL 33040

Glynn Archer RFP Response

Bert,

I have reviewed the schematic documents for the Glynn Archer renovation forwarded by your office. Based on the City of Key West Code and the documents provided, I have identified the following framework for the approvals required prior to submittal of construction documents for issuance of a building permit.

The proposed renovation (exceeding 2,500 sq ft) of the property as government offices with an auditorium available to the public requires Major Development Approval, inclusive of Conditional Use Review. The potential variances that I have preliminarily identified are for parking, and impervious surface ratios. A landscape waiver will have to be included in the Major Development Application if the property surveys out at 3 or more acres.

At least one public hearing will be required before each of the following: Development Review Committee, Tree Commission, HARC, Planning Board (which hears variance applications as well as Major Devel./Conditional Use), and City Commission. Even given the supportive stance of the City to move forward as quickly as possible, we both know that it is likely that additional meetings may be required. Anticipate a minimum six (6) months for processing approval documents, based on City scheduling and noticing requirements, following submission of completed applications.

Attached is a copy of the current submittal criteria, for distribution to the team. When we have an idea of the timeframe for delivery of the required deliverables, I will formulate and confirm targeted submittal dates.

I am double-checking with the City to verify its intent to waive standard application fees. Absent waiver, we will have to budget an additional \$6,650 for fees.

Depending on the sequence of the effective date of the EAR and date of submission of our application, we may be placed in a position of responding to additional

criteria not listed on the current application (at additional cost), so the earlier we can move forward, the better.

My estimated fee for preparation of the Major Development, Conditional Use and variance applications is 35 hours at \$150. Additionally, I can be available, to the extent that you deem appropriate, for participation in public hearings (estimate up to 15 hours), team meetings and "herding cats" (a role that I have assumed with prior submittals) at that same hourly rate, or, if you prefer, at a fixed rate.

Looking forward to working together,

Donna
Donna M. Bosold, AICP

donna.bosold@att.net
305.942.1064

Glynn Archer Fee Schedule
Interior Design
Patricia Baldus/Leaf
March 1, 2013

Task Description	Hrs.
Tour Project Site and Attend Kickoff Meetings	5
Meetings w/ Department Heads to Determine Interior Needs, Compile Resulting Information	20
Product Research relevant to Green & Sustainable Furnishings, Fixtures, Lighting, Surface Materials, Equipment, etc.	60
Paint Colour Selections	15
Recommendations & Specifications	30
Meetings & Presentations	25
Finish Schedules Coordination & Implementation	30
Product Orders Coordination & Implementation	30
On Site Supervision	25
Signage and Graphic Design An area of expertise for me, as I spent several years working for my family's 3 rd generation business in signage and graphic design.	30
Total Hrs:	270
Hourly Rate:	\$90
Total Fee:	\$24,300



Proposal for Cost Estimating and Scheduling Services

RFQ No. 13-001 Architectural Services: Key West City Hall

Basic Services

Estimating:

It is Biltmore Construction Co., Inc.'s understanding that there has been a preliminary estimate completed by CH2MHill. We propose to provide a preliminary estimate to be reconciled with the Owners current cost estimate in order to establish a firm starting point for the design team to work from. This original budget will be utilized to gauge the impact of changes as they occur through the design process. Biltmore Construction Co., Inc. will provide this initial estimating work gratis.

The balance of the work is as follows:

Provide detailed, line item cost estimate for each phase of deliverables. Estimates shall include all divisions of work necessary to complete the project construction in its entirety. Project "soft cost" estimate is not contemplated in this scope of services proposal.

30% Construction Documents –

Estimator - 120 hours @ \$80.00 per/hr = \$8,560.00

Preconstruction Manager – 16 hours @ \$120.00 per/hr = \$1920.00

Preconstruction Administrator – 24 hours @ \$32.00 per/hr = \$768.00

Supplies - \$250.00

Total 30% C/D's = \$11,498.00

60% Construction Documents –

Estimator - 100 hours @ \$80.00 per/hr = \$8,000.00

Preconstruction Manager – 8 hours @ \$120.00 per/hr = \$960.00

Preconstruction Administrator – 16 hours @ \$32.00 per/hr = \$512.00

Supplies - \$500.00

Total 60% C/D's = \$9,702.00

90% Construction Documents –

Estimator - 120 hours @ \$80.00 per/hr = \$8,560.00

Preconstruction Manager – 8 hours @ \$120.00 per/hr = \$960.00

Preconstruction Administrator – 24 hours @ \$32.00 per/hr = \$768.00

Supplies - \$750.00

Total 90% C/D's = \$11,038.00

Total Estimating = \$32,238.00



Scheduling:

BCC will establish a comprehensive schedule for the entire project. This schedule shall be presented in a CPM format and will include timelines for all Design related activities and milestones, Owner approval activities and milestones, permitting and regulatory agency requirements and all construction related activities. Monthly schedule updates are anticipated and recommended.

Design Activity Schedule -

Project Scheduler – 24 hours @ \$72.00 per/hr = \$1,728.00
Preconstruction Manager – 4 hours @ \$120.00 per/hr = \$480.00
Preconstruction Administrator – 12 hours @ \$32.00 per/hr = \$384.00
Total Design Activity Schedule = \$2,592.00

Design Activity Schedule w/Construction Update @ 30% C/D's -

Project Scheduler – 16 hours @ \$72.00 per/hr = \$1,152.00
Preconstruction Manager – 4 hours @ \$120.00 per/hr = \$480.00
Preconstruction Administrator – 4 hours @ \$32.00 per/hr = \$128.00
Total Design Activity Schedule w/30% C/D update = \$1,760.00

Design Activity Schedule w/Construction Update @ 60% C/D's -

Project Scheduler – 16 hours @ \$72.00 per/hr = \$1,152.00
Preconstruction Manager – 4 hours @ \$120.00 per/hr = \$480.00
Preconstruction Administrator – 4 hours @ \$32.00 per/hr = \$128.00
Total Design Activity Schedule w/60% C/D update = \$1,760.00

Design Activity Schedule w/Construction Update @ 90% C/D's -

Project Scheduler – 16 hours @ \$72.00 per/hr = \$1,152.00
Preconstruction Manager – 4 hours @ \$120.00 per/hr = \$480.00
Preconstruction Administrator – 4 hours @ \$32.00 per/hr = \$128.00
Total Design Activity Schedule w/90% C/D update = \$1,760.00

Total Scheduling = \$7,872.00

Total Basic Services = \$40,110.00



Additional Services

Constructability Review -

This service should be performed at the 60% and 90% deliverable phase to achieve maximum effectiveness. The primary function of this service is to coordinate trade work with the drawings and specifications to discover any issues that may arise during construction before the construction begins. Examples include everything from maintenance of traffic review and planning, staging and logistics of site operations, maximize efficiency in construction process, evaluation of materials being used for life cycle and compatibility, understanding conflicts with systems (clash detection), dimensional analysis and coordination and LEED coordination assistance for submission to USGBC. This is an important aspect of the Construction Management process and will result in more efficient construction and lower costs to the Owner realized both during the bid phase and during construction.

Constructability Review @ 60% C/D's -

Architectural/MEP Coordinator – 80 hours @ \$97.00 per/hr = \$7,760.00

Preconstruction Manager – 4 hours @ \$120.00 per/hr = \$480.00

Preconstruction Administrator – 16 hours @ \$32.00 per/hr = \$512.00

Total Constructability Review @ 60% C/D's = \$8,752.00

Constructability Review @ 90% C/D's -

Architectural/MEP Coordinator – 120 hours @ \$97.00 per/hr = \$11,640.00

Preconstruction Manager – 4 hours @ \$120.00 per/hr = \$480.00

Preconstruction Administrator – 24 hours @ \$32.00 per/hr = \$768.00

Total Design Activity Schedule w/30% C/D update = \$12,888.00

Total Constructability Review - \$21,640.00

Early Selective Demolition Package –

As a licensed General Contractor, Biltmore Construction Co., Inc. can bring the ability to perform certain aspects of work on the project during preconstruction that may be very beneficial to the Owner. For this project in particular, we feel that removing portions of the existing building interiors and systems will allow for the design team to have a better grasp of existing conditions that may currently be hidden from view. This will allow for more concise documents and alleviate any concerns from subcontractors bidding the project. This will result in lower, more accurate bids which will save the Owner both time and money during construction. The value of this work will need to be determined based on the scope requirements.



VIA EMAIL
February 13, 2013

Bert L. Bender, Architect, LEED AP
Bender & Associates Architects, P.A.
410 Angela Street
Key West, FL 33040

**Re: City of Key West at Glynn Archer
Commissioning Fee Proposal**

Dear Bert:

TLC Engineering for Architecture, Inc. (TLC) is delighted to submit the following scope and fee proposal to provide Commissioning services for the above-referenced project. We look forward to and appreciate the opportunity to work Bender & Associates Architects, P.A. (Client) and the rest of the design team on this project. Our proposal is intended to align with the project scope to meet your goals and requirements.

PROJECT SCOPE

We understand the project is to consist of LEED commissioning for the renovation of the Glynn Archer Elementary School for the re-purpose of Key West City Hall. There will be approximately 36,000 to 38,000 SF building located inside air conditioning. The existing systems will be removed and all new systems will be provided for the complete renovated facility. New Photovoltaic Panels are being considered for ht roughly 15,000 SF of roof area. A generator is also being considered in the scope of work.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as requested in the emails from Bender & Associates on 2/7/13. TLC shall provide professional engineering and design services for:

- a. Fundamental LEED Commissioning
- b. Enhanced LEED Commissioning

COMMISSIONING

Fundamental Commissioning (for LEED EAp1) – TLC's commissioning authority (CxA) will provide the following:

1. TLC will designate an individual as the Commissioning Authority (CxA) to lead, review and oversee the completion of the commissioning process activities.
 - TLC's CxA has documented commissioning authority experience in at least two similar building projects.
 - The individual serving as the CxA is independent of the project's design and construction management team.

- The CxA will report results, findings, and recommendations directly to the Owner.
2. LEED Requirements state that the Owner prepares the Owner's Project Requirements (OPR). The design team will develop the Basis of Design (BOD). The CxA will review both of these documents for clarity and completeness. If the Owner and/or design team need assistance in the preparation of these documents, TLC can provide that assistance as an additional service.
 3. The CxA will develop and incorporate commissioning requirements into the construction documents, with the assistance of and in collaboration with the design team.
 4. The CxA will develop and implement the commissioning plan. An initial preliminary commissioning plan will be developed during the design development phase, and reviewed with the entire design and construction team to achieve buy-in from all team members. The commissioning plan will be updated throughout the course of design and construction phases.
 5. The CxA will conduct and lead periodic commissioning focused meetings with the O/A/E/C team. In general, these meetings will be held on the same day as regularly scheduled construction meetings, so as not to cause excessive numbers of additional meetings for the team. Travel and site visits for these commissioning meetings are included in item 6 below.
 6. The CxA will conduct periodic site observation visits to review the installation of systems being commissioned, witness some equipment start up and training sessions. A total of 4 site visits are included in this proposal.
 7. The CxA will lead the team in the functional performance testing phase and will verify the installation and performance of each of the systems to be commissioned. The Contractor is solely responsible for all provision of all instrumentation, testing, measurement and validation services. TLC will not perform testing, but will prepare testing criteria and observe testing.
 8. The CxA will complete a summary commissioning report.
 9. The CxA is not responsible for updates or modifications to the OPR or BOD.

Enhanced Commissioning (for LEED EAc3) – In addition to the above, the CxA will provide the following:

10. The CxA shall conduct commissioning reviews of the design documents throughout the design of the project. At a minimum the CxA will conduct a design review of the design documents during the Design Development and Construction Document Phases and will back-check the review comments in the subsequent design submission.
11. The CxA shall review contractor submittals applicable to systems being commissioned for compliance with the OPR and BOD. This review shall be concurrent with A/E reviews and submitted to the design team and the Owner.
12. The CxA will work with the contractor and design team to develop a systems manual that provides future operating staff the information needed to understand and optimally operate the commissioned systems.
13. The CxA will verify that the requirements for training operating personnel and building occupants are completed.

14. The CxA will return to the site to review building operation within 10 months after substantial completion with O&M staff and occupants. The CxA will assist in a plan for resolution of outstanding commissioning-related issues. A total of 3 commissioning meetings are included in this proposal

Systems to be Commissioned

The LEED Commissioning process activities shall be completed for the following energy-related systems:

1. All Heating, Ventilating, Air Conditioning (HVAC) systems (mechanical and passive) and associated control system(s).
2. Lighting and daylighting controls.
3. Domestic hot water systems.
4. On-site renewable energy systems.
5. Process and refrigeration equipment will NOT be commissioned.

Systems and Major Equipment	Included in Cx Scope of Work?	Quantity to be Commissioned
Mechanical Equipment		
Air Handling Units, Fan Coil Units, Heat Pumps	Yes	1-10: 100% 11-20: 50% >20: 25%
Terminal Units (VAV)	Yes	25%
Central Plant Cooling Equipment (includes chillers, pumps, cooling tower)	Yes	100%
Exhaust Fans	Yes	25%
HVAC Controls	Yes	10%
TAB Services	Yes	10%
Chemical Treatment Systems	No	-
Electrical Equipment		
Lighting / Daylighting Controls	Yes	25%
Renewable Electrical Energy Systems	Yes	
Main Breakers & Distribution Panels	No	-
Emergency Power Systems	No	-
Grounding	No	-
Plumbing Systems		
Water Heaters	Yes	100%
Hot Water Pumps	Yes	50%
Domestic Water Booster Pumps	Yes	50%
Solar Thermal Hot Water Systems	Yes	
Rainwater Capture and Reuse	Yes	
Life Safety Systems		
Fire pump & jockey pump	No	-
Fire alarm system	No	-
Process Equipment, Refrigeration Equipment		
	No	-

Building Envelope	No	
<p>Notes:</p> <ol style="list-style-type: none"> 1. Controls system operation will be primarily verified through data trending using the existing controls front-end system. If necessary, functional testing would occur during investigation phase to examine specific issues of concern. 2. Review of TAB activities will be done with spot checking of measured values in TAB Report. Spot checking to be performed by the TAB contractor, using the measurement devices used in the initial report, and witnessed by the CxA. 3. Electrical testing services for grounding or power quality are not included as part of the base scope of work. 4. Electrical systems not included in scope of work include emergency generators, power quality, security systems, UPS, fire alarm. 5. Mechanical systems not included in commissioning activities include ductwork, fire and smoke dampers (except to the extent the FPTs check safety interfaces between these and the HVAC control system), and equipment sound & vibration measurements. Ductwork leakage testing to be performed by the contractor. 6. TLC will have access to the site for activities necessary for performance of these services. 7. The contractor and subcontractor will performs all tests and TLC shall witness tests as indicated above. The contractor shall be responsible for any damages resulting from equipment start-up or testing. 		

INFORMATION TO BE FURNISHED BY THE ARCHITECT/CLIENT

In addition to Architect's Responsibilities defined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing by the Client, shall be performed for additional compensation. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with services. Additional Services also include those items shown in ATTACHMENT B.

FEE

We propose to provide the above-described basic scope of services, consistent with our understanding of the scope of work, for the following fee structure plus reimbursable expenses at 1.0 times direct cost.

- Fundamental LEED Commissioning - \$ 28,545 Stipulated Sum
- Enhanced LEED Commissioning - \$ 17,205 Stipulated Sum

Reimbursable expenses, in addition to the above professional services fees, include all out-of-county, travel-related costs, (TLC's Miami office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail. TLC estimates our expenses will be in the range of \$3,000 to \$3,500 and can be set up as an allowance if desired.

Project expenses for LEED-related costs, including but not limited to LEED registration and LEED certification fees, appeals for LEED design and/or construction credits, and Credit Interpretation Requests (CIRs) are not part of any TLC expenditure. The Owner shall coordinate these LEED/USGBC expenses with the Architect or directly pay the reviewing agency or entity.

Billing will be monthly, based upon % of services completed and reimbursable expenses.

Please advise your comments and acceptability of our scope understanding and proposed fee structure. Upon reaching mutually agreeable terms and conditions, we will submit the official DMA Cx Agreement executed by an officer of TLC.

We look forward to your favorable review and selection of TLC for your Commissioning services to support this important and exciting project. We hope we have been responsive to your needs and the agreement process format. Please give me a call with any questions or comments.

Yours truly,

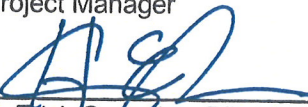
TLC ENGINEERING FOR ARCHITECTURE, INC.

BENDER & ASSOCIATES



Donald H Austin PE, LEED AP, CxA, OPMP
Project Manager

Reviewed By:



H. Erick Gonzalez, PE, LEED AP, CxA
South Florida Operations Director

Print Name and Title

Date

ATTACHMENT A
INFORMATION TO BE FURNISHED BY THE CLIENT
Professional Engineering Services Proposal
February 13, 2013

1. BOD and OPR
2. LEED Scorecard.
3. Construction Documents – Floor plans and specifications in PDF format at the 50% design stage and at 100%.
4. HVAC Test and Balance Report of all existing spaces that are part of or adjacent to the project scope of work area(s).
5. Relevant Equipment Submittals

ATTACHMENT B
ADDITIONAL SERVICES

Professional Engineering Services Proposal
February 13, 2013

1. Construction site visits or attendance at design review meetings, as requested by the Owner or Client, in excess of the number of site visits defined in this proposal.
2. Value Engineering meetings and subsequent engineering or design revisions to incorporate accepted value engineering items, including changes to system design after construction documents have been completed.
3. Testing of smoke-control systems or smoke-management systems for atria and other large spaces.
4. Electrical Circuit Breaker Coordination Study.
5. Energy modeling or preparation of systems life cycle cost analysis (LCA).
6. Acoustical consulting.
7. Cost estimating services.
8. Threshold Inspection Services.
9. Assist Owner and/or design team in the preparation of OPR and/or BOD.
10. LEED-related services

ATTACHMENT C
SPECIAL CONDITIONS TO THE AGREEMENT

Professional Engineering Services Proposal

February 13, 2013

Energy and Water Estimates:

Since TLC has no control over building and equipment operation, climatic conditions or utility rate changes, TLC cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by TLC.

Dispute Resolution:

Any claims or disputes made during design, construction, or post-construction between the Client and TLC shall be submitted to non-binding mediation. The Client and TLC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments:

All invoices shall be paid within 15 days of receipt of payment from Owner. If an invoice is not paid within 60 days, TLC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of these services. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless TLC, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TLC. Any such liabilities attributable to TLC are limited to a maximum dollar amount equal to the total of TLC's fee for the project.

Certifications:

TLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence TLC cannot ascertain. This includes, but is not limited to existing building conditions that cannot be known or verified without demolition or destructive investigation.

Ownership of Documents:

All documents (including electronic files) produced by TLC under this agreement shall remain the property of TLC and may not be used by the Client or any of the Client's other consultants, contractors, etc., for any other endeavor without the written consent of TLC.

Consequential Damages:

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or by TLC, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Delays:

TLC is not responsible for delays caused by factors beyond TLC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of TLC's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond TLC's reasonable control occur, the Client agrees TLC is not responsible for damages, nor shall TLC be deemed to be in default of this Agreement.



VIA EMAIL
February 13, 2013

Bert L. Bender, Architect, LEED AP
Bender & Associates Architects, P.A.
410 Angela Street
Key West, FL 33040

**Re: City of Key West at Glynn Archer
Energy Modeling Fee Proposal**

Dear Bert:

TLC Engineering for Architecture, Inc. (TLC) is delighted to submit the following scope and fee proposal to provide Energy Modeling services for the above-referenced project. We look forward to and appreciate the opportunity to work Bender & Associates Architects, P.A. (Client) and the rest of the design team on this project. Our proposal is intended to align with the project scope to meet your goals and requirements.

PROJECT SCOPE

We understand the project is to consist of energy modeling analysis for the renovation of the Glynn Archer Elementary School for the re-purpose of Key West City Hall. There will be approximately 36,000 to 38,000 SF building located inside air conditioning. The existing systems will be removed and all new systems will be provided for the complete renovated facility. New Photovoltaic Panels are being considered for ht roughly 15,000 SF of roof area. A generator is also being considered in the scope of work.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as requested in the emails from Bender & Associates on 2/7/13. TLC shall provide professional engineering and design services for:

- a. Energy Modeling
- b. LEED Documentation for EAp2 and EAc1

ENERGY MODELING

TLC's scope of services for Energy Modeling includes the following:

1. TLC will perform an energy simulation analysis to compare the building's design energy usage with the ASHRAE Standard 90.1-2007. Energy usage will be predicted with a 3-dimensional computer model based on Visual DOE2.2 or Equest software.
2. The energy simulation model will be used to analyze building envelope, HVAC, and lighting system options and alternatives.
3. Energy simulation models will be performed at the SD, DD, and CD design phases.

4. TLC endeavors to promote an integrated approach with the entire design team to analyze building envelope, HVAC systems and lighting systems simultaneously within this model and brainstorm with the team to identify energy effective strategies.
5. This proposal includes running up to two iterations of the energy model at each design phase for the design team to refine the design to maximize energy performance.

INFORMATION TO BE FURNISHED BY THE ARCHITECT/CLIENT

In addition to Architect's Responsibilities defined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing by the Client, shall be performed for additional compensation. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with services. Additional Services also include those items shown in ATTACHMENT B.

FEE

We propose to provide the above-described basic scope of services, consistent with our understanding of the scope of work, for the following fee structure plus reimbursable expenses at 1.0 times direct cost.

- Energy Modeling - \$6,500
- LEED Documentation for EAp2, EAc1 \$2,500

Reimbursable expenses, in addition to the above professional services fees, include all out-of-county, travel-related costs, (TLC's Miami office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

Project expenses for LEED-related costs, including but not limited to LEED registration and LEED certification fees, appeals for LEED design and/or construction credits, and Credit Interpretation Requests (CIRs) are not part of any TLC expenditure. The Owner shall coordinate these LEED/USGBC expenses with the Architect or directly pay the reviewing agency or entity.

Billing will be monthly, based upon % of services completed and reimbursable expenses.

Please advise your comments and acceptability of our scope understanding and proposed fee structure. We look forward to your favorable review and selection of TLC for your Energy Modeling services to support this important and exciting project. We hope we have been responsive to your needs and the agreement process format. Please give me a call with any questions or comments.

Yours truly,

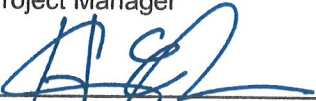
TLC ENGINEERING FOR ARCHITECTURE, INC.

BENDER & ASSOCIATES



Donald H Austin PE, LEED AP, CxA, OPMP
Project Manager

Reviewed By:



H. Erick Gonzalez, PE, LEED AP, CxA
South Florida Operations Director

Print Name and Title

Date

ATTACHMENT A
INFORMATION TO BE FURNISHED BY THE CLIENT
Professional Engineering Services Proposal
February 13, 2013

1. Basis of Design Narratives
2. Owner's Project Requirements
3. LEED Scorecard.
4. Construction Documents – Floor plans and specifications in PDF format at the 50% design stage and at 100%.
5. Relevant Equipment Submittals

ATTACHMENT B
ADDITIONAL SERVICES

Professional Engineering Services Proposal
February 13, 2013

1. Construction site visits or attendance at design review meetings, as requested by the Owner, in excess of those stipulated by TLC for the performance of the commissioning services.
2. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
3. Any engineering design.
4. Preparation of mechanical systems life cycle cost analysis.
5. Currently unidentified specialty electrical, lighting or communication systems.
6. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
7. Review of a contractor's submittal out of sequence from the submittal schedule.
8. Evaluation of substitutions proposed by consultants or contractors and making subsequent revisions to the Design Intent Document and Commissioning Specifications resulting there from.

ATTACHMENT C
SPECIAL CONDITIONS TO THE AGREEMENT
Professional Engineering Services Proposal
February 13, 2013

Energy and Water Estimates:

Since TLC has no control over building and equipment operation, climatic conditions or utility rate changes, TLC cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by TLC.

Dispute Resolution:

Any claims or disputes made during design, construction, or post-construction between the Client and TLC shall be submitted to non-binding mediation. The Client and TLC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments:

All invoices shall be paid within 15 days of receipt of payment from Owner. If an invoice is not paid within 60 days, TLC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of these services. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

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The Client shall, to the fullest extent permitted by law, indemnify and hold harmless TLC, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TLC. Any such liabilities attributable to TLC are limited to a maximum dollar amount equal to the total of TLC's fee for the project.

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TLC is not responsible for delays caused by factors beyond TLC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of TLC's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond TLC's reasonable control occur, the Client agrees TLC is not responsible for damages, nor shall TLC be deemed to be in default of this Agreement.



PROPOSAL FOR PROFESSIONAL SERVICES
Acoustical, AV & Low Voltage Systems Consulting

PROJECT: Key West City Hall at Glynn Archer School

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

I. PROJECT UNDERSTANDING AND PROPOSAL ASSUMPTIONS

- A. This proposal is based solely on the following provided information:
1. The site plan and floor plan drawings A1 and A2.
 2. Q&A related to MEP noise control exchanged via e-mail on 2/8/13.
 3. Q&A related to AV systems exchanged via e-mail on 2/8/13
 4. Q&A related to low voltage systems exchanged via e-mail on 2/14/13.
- B. Scope of services encompasses the following areas:
1. City offices including two conference rooms
 2. Auditorium renovations for use as a City Council Chambers in addition to other community use functions.
- C. Scope includes the following services:
1. Acoustical consulting to include MEP noise and vibration control, interior adjacency sound isolation and room acoustics design as appropriate for all spaces being developed for City use.
 2. Audio-Video consulting including design and specification of systems for the two conference rooms and the auditorium. [Note: Includes CATV system if desired.]
 3. IT and Security System design and specification for the whole complex.
- D. We understand that MEP systems will be new and that at least three zones are planned (front building, rear building and auditorium). A chiller is likely unless geothermal is shown to be feasible. Solar panels are foreseen to supplement power from the grid. We assume that all such major MEP system conceptual decisions will be made during by the end of schematic design. Detailed evaluation of noise and vibration control for multiple alternative MEP system approaches is excluded from our Basic Services.
- E. We understand that the Glynn Archer Elementary School auditorium renovation is a historic preservation project. We assume that finish material selected for acoustic purposes must meet the intent of historic preservation. This may be somewhat at odds with the ideal acoustic design of both City Council use and other auditorium uses. We have planned time into the project to deal with this challenge.
- F. Given the dual use of the auditorium for City Council meetings and other functions, we assume the council dais and other furniture will be portable. This adds complexity to the AV and IT design, which we have planned for in those scopes and fees.
- G. We understand that City Council meetings are broadcast on television and that the City has existing in-house facilities to accommodate this function. We assume that broadcast-related equipment will be migrated and reused in the new facility. Therefore

Headquarters Office

4045 Sheridan Avenue
Suite 420
Miami Beach, FL 33140

O: 305-868-1531
F: 305-868-1683

Dallas Office

O: 214-891-1400
M: 469-964-9584



our scope includes coordination and infrastructure development to accommodate the TV broadcast function, but not design of a broadcast facility or an entirely new broadcast system other than minor equipment such as addition of new remote controlled pan-tilt-zoom cameras in the auditorium and ENG/press feed subsystems.

- H. To the extent required, our scope includes coordinating AV infrastructure and integration with a public records recording system (e.g., Granicus or Sire). However, we assume that such a system (if used) would be purchased directly by the City.
- I. We assume the Owner will contract separately with vendors for the furnishing and installation of head-end equipment for phone and data connectivity (i.e., telephone PBX, Data Firewall and Router) and for servers, CPU's and phone handsets.
- J. All work will be performed in AutoCAD. Document submissions will be in electronic form only, provided as PDF documents for both drawings and specifications.

II. BASIC SERVICES

A. Acoustics

1. Program – Provide an “Acoustic Program” report outlining performance criteria and preliminary recommendations for building systems noise and vibration control, sound isolation and room acoustics as per the defined scope. Once accepted by the Owner, the criteria listed in this document will form the basis of design for the building acoustics.
2. Sound Isolation – Provide recommendations to the architect for sound isolating construction assemblies including wall types, floors, ceilings, roofs, doors, door seals, windows, etc. toward meeting the approved sound isolation criteria as defined in the Acoustics Program.
3. Noise Control – Provide recommendations to the mechanical, electrical, plumbing and fire suppression engineers for location and isolation of equipment and air/fluid distribution/circulation systems including sizing, arrangement and lining/lagging of HVAC ducts, design of air velocities, selection of duct silencers, selection of air diffusers/grilles, detailing of resilient mounts/hangers, detailing of resilient penetrations, etc. toward meeting the approved noise criteria as defined in the Acoustics Program.
4. Room Acoustics – Provide room acoustics recommendations to the architect based on the size/volume and geometry of conference rooms and auditorium. This will include floor, ceiling and wall finish materials (and possibly shaping) to optimize speech intelligibility, musical clarity, reverberance, freedom from noticeable echoes, etc. as appropriate to the specific space and its function as per the goals set out in the approved Acoustics Program.
5. Deliverables – KMG’s acoustics design deliverables will consist of drawing mark-ups, reports and other information conveying design concepts for use by the architect and project engineers in developing their own construction documents.
6. Document Reviews – Review full sets of Client-provided drawings and specifications at the design development and construction documents milestones to ensure that our acoustical recommendations are represented by other design disciplines in their documents where necessary. Report on any acoustical recommendations that have not been included in the documents.
7. Construction Administration – During the CA phase, respond to requests for information (RFIs) related to the acoustical design. Review contractor submittals for acoustical products and submit written reviews. RFI and submittal reviews will require five business days after KMG’s receipt of RFIs and submittals. Conduct site visits to observe construction progress related to the acoustical design as defined in the Out-of-Office work section of this proposal.



B. Audio-Video (AV) Systems

1. Programming & Cost Estimating – Establish the functional and technical design requirements for the project's AV systems. Develop a written "AV Program" and detailed cost estimate for review by the Owner. Upon acceptance by the Owner, these documents will serve as the basis of AV design.
2. Design the systems in accordance with the approved program and cost estimate and provide appropriate coordination with other design disciplines as follows:
 - a. Locate system equipment/devices for review on architectural backgrounds.
 - b. Assist with system-related space planning. Provide layouts of equipment rack rooms and control areas. Coordinate with the architect/interior designer to minimize the aesthetic impact of system equipment and devices such as the location and appearance (or concealment) of loudspeakers, projectors, cameras, microphones, technical interface panels, etc. Convey design criteria in sketch form for any system-related special millwork or furniture.
 - c. Coordinate with the project mechanical engineer and provide design criteria for cooling of equipment rack rooms and any other special cooling or ventilation issues related to the systems.
 - d. Coordinate with the project electrical engineer by providing design criteria for system power, anticipated loads and special grounding, bonding and shielding required to avoid EM/RFI noise problems in the system. The electrical engineer will be responsible for sizing feeders, transformers, panel-boards and substations for the systems based on criteria provided by KMG.
3. Provide ongoing reviews and coordination with the design team to ensure that the programmed design goals are being met by the overall design.
4. Update the system costs estimate at the end of each design phase of the project.
5. Prepare construction documents suitable for obtaining competitive bids from system contractors who are qualified for this work. Specifications and associated drawings will be ready for inclusion in appropriate Divisions of the architect's Construction Document package. Provide the following drawing deliverables:
 - a. Legend sheets.
 - b. Floor plans and reflected ceiling plans using CAD backgrounds provided by the Client (in a form ready for KMG to draw) showing equipment locations and layouts, electrical requirements and wire management systems such as conduit, cable trays, floor boxes and wall plate/panel back-boxes, loudspeaker back-boxes, entry/exit locations and termination details for back-boxes, cable trays, etc.
 - c. Typical details showing an ultra low resistance system power grounding scheme required to avoid noise in audio systems caused by ground loops.
 - d. Typical wiring details showing the proper types of signal-level grounding and shielding connections between AV components.
 - e. Functional block diagrams indicating signal flow and interconnection of all major system components and control system block diagrams (if applicable) indicating primary control functions and intended control methods.
 - f. Conceptual details illustrating wall plates, floor box device plates, wall panels, rack panels, patch panels, rack elevations and unique device mountings.
 - g. Conceptual integration sketches for custom furniture and enclosures with the required mounting/aiming information for loudspeakers, projectors, microphones, cameras and other AV equipment (as applicable).
6. During the bid phase, review contractor questions related to system products, product substitutions or installation means and methods. Assist the architect as



required in preparing addenda related to or affecting systems design. Provide assistance in the review of construction bids.

7. During the CA phase, respond to requests for information, review contractor shop drawing submittals, assist with coordination between trades related to installation of the systems and review "source quality control tests" and "field quality control tests" prior to substantial completion. Responses/reviews will require five business days after KMG's receipt of RFIs and submittals. CA scope includes site visits, testing/adjusting of systems and punch list activities.
- C. Telecommunication (Voice/Data) Systems
1. Programming – Review the City of Key West IT standards (if available). Establish the IT criteria for this project. Provide an "Information Technology Design Brief" and initial cost estimate for review by the Owner. Upon acceptance by the Owner, these items will form design basis for IT systems and related infrastructure.
 2. Design the building-wide IT / Structured Cabling System supporting telephones, personal computers, printers, etc. based on the Telecommunications Industries Association/ Electronic Industries Alliance (TIA/EIA) standards as well as the Building Industry Consulting Service International (BICSI) best practices and the programmed IT requirements for this project. The system will integrate with other building systems as required. Design and specify the following:
 - a. Backbone cabling and infrastructure from the facility Main Cross-connect (MC) to Horizontal Cross-connect (HC) locations throughout the building.
 - b. Horizontal cabling design from the HC to the Telecommunications Outlets (TO)
 - c. Telecommunications pathway system for backbone and horizontal cabling. This system may include the use of conduit, cable tray, raceway, non-continuous cable supports, etc.
 - d. Qualifications/credentials of the installing contractor including the installation, testing, identification and administration requirements.
 3. Provide ongoing reviews and coordination with the design team to ensure that the programmed design goals are being met by the overall design.
 - a. Assist with system-related space planning. Locate and provide layouts of telecommunication rooms.
 - b. Coordinate with electrical and mechanical for proper power and cooling requirements in the telecommunication rooms.
 - c. Coordinate the IT infrastructure requirements of other systems such as:
 - 1) Audio-Video (AV) Systems
 - 2) Fire Alarm System
 - 3) Security Systems
 - 4) Building Management System (if applicable)
 4. Prepare an estimate of probable construction costs to be updated at the end of each design phase of the project.
 5. Prepare construction documents suitable for obtaining competitive bids from qualified system contractors. Specifications and associated drawings will be ready for inclusion in appropriate Divisions of the project Construction Documents package. Drawings will consist of the following:
 - a. Telecommunication symbol legend sheet.
 - b. Telecommunication site and utility plan.
 - c. Floor plans showing equipment locations and layouts for WiFi outlets, telecommunication outlets, access controlled portals, etc. Floor plans will depict all cable infrastructure pathways and spaces such as backbone conduit routes and cable tray for horizontal cables.



- d. Typical floor plans for guestrooms and suites.
 - e. Enlarged floor plans where required for clarity.
 - f. Enlarged floor-plans showing layouts of IT distribution spaces.
 - g. Equipment rack elevations for all MC and HC racks.
 - h. Backbone schematic riser diagram indicating point of origin, termination, cable type and construction.
 - i. Wiring block diagrams for network equipment interconnections.
 - j. Typical details for components and outlets by type.
6. Construction Administration
- a. Respond to requests for information (RFIs) related to the telecommunication system design and submit written responses within five business days.
 - b. Review contractor submittals for IT-related products and submit written responses within five business days.
 - c. Conduct IT-related site visits as defined in the Out-of-Office Work section of this proposal including punch list inspections and observation or review of structured cabling system tests provided by the low voltage system contractor.
- D. Electronic Security (Access Control and Surveillance) Systems
1. Programming – Review the City of Key West security system standards (if available). Establish the security systems criteria for this project. Provide a “Security Systems Design Brief” and initial cost estimate for review by the Owner. Upon acceptance by the Owner, these items will form design basis for IT systems and related infrastructure.
 2. Design the access control and surveillance system throughout the building in accordance with the approved program and budget. The system will include access controlled portals, surveillance cameras, panic devices and other components as needed to secure the facility. The system will be IP based, conforming to the latest standards and technology. The system will interface with other building systems and off-site Owner storage devices as required. Design and specify the following:
 - a. All end devices such as cameras, card readers, badging hardware, electronic locking hardware, intercoms and power supplies.
 - b. Security system cabling.
 - c. Security head-end and monitoring equipment such as servers, switches, multiplexors and monitors as well as related software and licenses.
 - d. Qualifications/credentials of the installing contractor including the installation, testing, identification and administration requirements.
 3. Provide ongoing reviews and coordination with the design team to ensure that the programmed design goals are being met by the overall design.
 - a. Assist with system-related space planning. Locate and provide layouts of security equipment rooms.
 - b. Coordinate with electrical and mechanical for proper power and cooling requirements in security equipment rooms.
 - c. Coordinate the security systems with requirements of other systems such as:
 - 1) Visitor Management
 - 2) Door Hardware
 - 3) Fire Alarm System
 - 4) Visitor Access Turnstiles
 - 5) Parking Controls



4. Prepare an estimate of probable construction costs to be updated at the end of each design phase of the project.
 5. Prepare construction documents suitable for obtaining competitive bids from qualified system contractors. Specifications and associated drawings will be ready for inclusion in appropriate Divisions of the project Construction Documents package. Drawings will consist of the following:
 - a. Security symbol legend sheet (combined with telecommunications).
 - b. Enlarged floor-plans indicating the layout of security distribution spaces such as termination rooms.
 - c. Floor plans showing equipment locations and layouts for cameras, access controlled portals, panic hardware, intercom stations, etc.
 - d. Equipment rack elevations for all security racks.
 - e. Schematic wiring diagrams for each security device.
 - f. Block diagrams showing overall security system interconnections.
 - g. Typical details for security components and outlets by type.
 - h. Access control details.
 - i. Surveillance system details.
 - j. Camera and door schedules.
 6. Construction Administration
 - a. Respond to requests for information (RFIs) related to security systems design and submit written responses within five business days.
 - b. Review contractor submittals for security system products and submit written responses within five business days.
 - c. Conduct security system related site visits as defined in the Out-of-Office Work section of this proposal including punch list inspections and observation of system testing/adjusting by the contractor.
- E. Out-of-Office Work
1. KMG will attend up to three meetings in Key West for acoustics and up to four meetings for AV and low voltage systems. Our fee assumes that acoustics and AV meetings will be concurrent. The fourth AV and low voltage meeting could be replaced with a pre-bid conference for interested AV and low voltage contractors during the bid phase.
 2. KMG will provide one *general* site visit prior to substantial completion to observe acoustical construction and AV, IT and security system installation progress.
 3. KMG will provide one 2-day site visit at substantial completion to observe completed acoustical and AV / IT / security systems work, to prepare punch lists of items requiring correction or completion and to provide system testing/adjusting.

III. ADDITIONAL SERVICES

The following services are excluded from Basic Services, but may be provided by KMG if requested and approved in writing by the Client.

- A. Attendance of additional meetings or site visits.
- B. Schedule changes of 15% or more, longer or shorter by phase or in total, from what is published in the official project schedule. (KMG requires a published project schedule before commencement of work.)
- C. Noise and vibration reviews for multiple/alternative MEP system designs.



- D. Design of physical/mechanical or electronic methods for varying reverberation times or for enhancing other perceived room acoustics characteristics (i.e., variable acoustics).
- E. Design for airborne or ground-borne noise/vibration from environmental sources such as trains or subways. Isolation from extreme airborne noise sources around the site such as fireworks, flight paths, speedways, quarries, mines and heavy construction.
- F. Noise control of HVAC systems without the use of internal fiberglass duct lining or fiber-packed duct silencers.
- G. Sound and/or vibration measurements unless specifically listed in this proposal.
- H. Preparation of "acoustical construction documents" (see Deliverables paragraph II.A.5. under Basic Services for acoustics).
- I. Design of a television broadcast facility or radio and TV broadcast systems other than infrastructure to support such systems, which we assume will be migrated and reinstalled by the City's in-house staff.
- J. Specification of digital signage / message system software.
- K. Design of in-building cellular (DAS) telephone systems.
- L. Design of two-way radio networks.
- M. Contractual negotiations with third party service providers (e. g. telephone, cable TV, alarm monitoring, etc.)
- N. Specification of telephone switching and network equipment (PABX, VoIP System, network switches, routers, gateways, etc.) except where required for operation of local security system.
- O. Design of Data Centers in compliance with ANSI/TIA/EIA-942.
- P. Purchasing, shipping or plotting of drawing sets or project manuals prepared by the architect or other design team members, which we may need in correct hardcopy form for coordination and full project document reviews.
- Q. Inclusion of PE seals on drawings or specifications.
- R. Provision of Record Documents (i.e., our scope includes checking Record Documents provided by the Contractor).
- S. Revisions to completed work caused by Owner-requested changes to the original design or changes from the original criteria (i.e., changes to the approved program).
- T. Redesign work requested to bring the overall construction cost within budget if the cost of work under KMG's scope is within budget.
- U. Purchasing, shipping or plotting of drawing sets or project manuals prepared by the architect or other design team members, if needed in hardcopy form for coordination and full project document reviews.

IV. COMPENSATION

- A. Professional Services Fee(s) – Basic Services shall be compensated as a fixed fee of \$136,762 broken down by design discipline and project phase as follows:

Design Discipline	SD	DD	CD	BID	CA	Total
	15%	25%	30%	5%	25%	
Acoustics	\$4,818	\$8,030	\$9,636	\$1,606	\$8,030	\$32,120
Audio-Video	\$6,350	\$10,583	\$12,699	\$2,117	\$10,583	\$42,330
IT/Telecom	\$4,650	\$7,750	\$9,300	\$1,550	\$7,750	\$31,000
Security	\$4,697	\$7,828	\$9,394	\$1,566	\$7,828	\$31,312
Total	\$20,514	\$34,191	\$41,029	\$6,838	\$34,191	\$136,762



B. Direct Expenses – Mail, courier, reprographics, travel and any other required project related expenses shall be reimbursable at cost. Direct expenses (primarily driven by the meetings and site visits offered) are estimated to be \$23,464.

C. Invoicing and Payment

1. KMG's invoices will be rendered monthly based on the percentage of the contract fee used plus Direct Expenses incurred during the invoice period.
2. This Agreement is between Client and KMG. Payment to KMG shall not be contingent upon Client's receipt of funds from a third party. If payment from a third party to Client is a prerequisite for Client's payment to KMG, all parties shall be jointly and severally liable under the terms of the Agreement and KMG shall be entitled to discuss directly with the third party any matters pertaining to payment.
3. Nonpayment on invoices that are more than 60 days past due shall be cause for stopping work on the project. If work is stopped due to nonpayment, KMG shall not be responsible for resulting schedule delays or any adverse impact to the project. When payment is received, KMG shall have the previously scheduled amount of time to complete the agreed-upon scope of work.

V. AGREEMENT

Acceptance of this Proposal by endorsing it below shall constitute an Agreement for Services and Notice to Proceed. Services covered by this Agreement shall be performed in accordance with the attached Standard Provisions.

Accepted for:
BENDER & ASSOCIATES ARCHITECTS

Accepted for:
KINSELLA-MARSH GROUP, INC.

By: _____

By: David E. Marsh

Title: _____

Title: Principal

Date: _____

Date: February 14, 2013

Key West City Hall Project

Initial Fee Estimate for Traffic Engineering / Transportation Planning Tasks

Prepared by Traf Tech Engineering, Inc.

February 11, 2013

Task 1 – Data Collection

- We will perform AM (7-9) and PM (4-6) peak period intersection turning movement counts at up to eight (8) intersections in the immediate area of the proposed City Hall location.
- We will perform roadway link traffic counts on up to eight (8) roadway segments in the area of the proposed City Hall. These counts will be performed for three (3) consecutive weekdays (72-hours).
- We will collect existing parking data within three blocks of the proposed site for the purposes of determining current parking conditions and demand. This information will be collected for one continuous 12 hour period on a typical weekday.
- Projected Cost: \$9,500.00

Task 2 – Traffic Impact Analysis

- We will conduct a traffic impact analysis for the proposed City Hall facility to be located at 1302 White Street. This analysis will include trip generation, trip distribution and assignment, and level of service / capacity analyses for the surrounding roadway network.
- Projected Cost: \$8,750.00

Task 3 – Parking Evaluation

- We will perform an assessment of the proposed vehicular parking supply and the estimated vehicular parking demand at this site. This analysis will incorporate the parking data collected in the immediate area by the project team. Recommendations will be made to the project team regarding our analysis and conclusions.
- Projected Cost: 3,900.00

Task 4 – Project Meetings

- We will prepare for and attend up to five (5) meetings in the City of Key West relative to this project. These meetings may include a project kick-off meeting, public / community meetings, meetings with City staff, and presentations to the City Planning Board and City Commission.
- Projected Cost: \$7,500.00

Reimbursable Expenses

- Mileage:
 - Five (5) roundtrips from Fort Lauderdale to Key West (380 miles roundtrip)
 - \$0.565 / mile = \$214.70 per round trip
 - Five (5) roundtrips = \$1,073.50
- Lodging:
 - Eight (8) nights in Key West
 - \$175.00 / night
 - Eight (8) nights = \$1,400.00
- Meals:
 - Eight (8) days in Key West
 - \$50.00 per day
 - Eight (8) days = \$400.00

Cost Summary

- Task 1 \$9,500.00
- Task 2 \$8,750.00
- Task 3 \$3,900.00
- Task 4 \$7,500.00
- Reimbursable \$2,873.50
- **TOTAL \$32,523.50**



Environmental Services, LLC

5751 Miami Lakes Drive
Miami Lakes, Florida 33014
Tel (305) 374-8300
Fax (305) 374-9004

April 2, 2013
Proposal No. 2013-2081

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

**Subject: Revised Proposal for Asbestos Consulting & Air Monitoring Services
Glynn Archer Elementary School (Future Key West City Hall Complex)
1302 White Street
Key West, Florida 33040**

Dear Mr. Bender,

EE&G Environmental Services, LLC (EE&G) is pleased to submit this proposal for the subject work. EE&G's Statement of Services and Fee are presented below:

STATEMENT OF SERVICES

EE&G will provide asbestos consulting and project oversight/air testing services to Bender & associates Architects before and during asbestos abatement from the buildings A, B, C and Aud at the former Glynn Archers ES complex in 2013. The initial 2012 Limited Survey will be updated if needed, a Scope of Work document prepared, and abatement bids solicited in 2013. Project oversight and air monitoring will commence once demolition activities have begun and abatement activities are approved in June 2013.

Task 1 – Survey Update Fieldwork/Scope of Work/Bid Assistance/Survey Update (2012-2013)

Based on the initial 2012 Survey report, an official Scope of Work for abatement will be prepared by an EE&G Certified Abatement Designer. EE&G will conduct pre-solicitation meetings and will compile a Scope of Work and distribute meeting minutes/bid form to qualified abatement contractors. Other duties may include senior project management and pre-construction meetings/teleconferences in Spring 2013

Task 2 – Daily Work in Progress/Visual Inspections/Final Air Clearance Air Monitoring

An EE&G project manager will perform on-site air monitoring and project management while the contractor is onsite preparing and removing nonfriable ACMs in Summer 2013. Upon completion of removal in each phased area, and EE&G monitor will perform a "final visual inspection prior to encapsulation. Air samples will be collected during and after abatement in the work areas and analyzed on-site using Phase Contrast Microscopy (PCM). EE&G's duties shall include the collection and analysis of PCM samples on-site during each 8 hour shift. Other duties include in-office project management and periodic site visits by a senior project manager and/or licensed asbestos consultant.

Miami

Melbourne

Orlando

Tampa

Task 3: Phased/Final Closeout Packages

At the end of each phase of the project, and at the end of the last phase, an EE&G senior project manager will compose a partial/final "Letter of Completion" as necessary to facilitate completion of the project phase(s) and a final report based on the data collected during removal of the ACM. The final report will include:

- A descriptive narrative of the abatement project.
- Technician field notes & printed data sheets.
- Photographic documentation.

The report will be reviewed, signed, and sealed by a Florida licensed Asbestos Consultant. The fee includes all administrative overhead costs for five original and color pdf version of the report.

FEE ESTIMATE

Presented below is EE&G's fee estimate for completion of the proposed work at GEAS in 2013.

Task 1: Scope of Work/Bid Assistance Spring 2013

Certified Abatement Designer (in-office/on-site)
Licensed Asbestos Consultant (in-office/on-site)
Per Diem and Expenses for trips as needed

Subtotal Task 1..... Max \$3,250.00

Task 2: Work in Progress/Visual Inspections//Final Air Clearance Air Monitoring

Each shift includes:

Project monitor (max 10hrs/day shift)
Work Truck (mobes to KWest to/from EE&G)
Certified Abatement Designer (in-office/on-site)
Licensed Asbestos Consultant (in-office/on-site)
PCM sample collection/analysis (10-15 PCMs)
Data Entry/Clerical (1 hr included)

Subtotal Task 2 per max 10 hour shift (including lodging/per diem/exp.) \$825.00

Subtotal Task 2 for 25 daily shiftsMax \$20,625.00

Task 3: Closeout Package

Project manager report prep
Certified Abatement Designer Review
Licensed Asbestos Consultant review
Clerical/Admin
Other Direct Charges (copying, photos, phone, fax, shipping, etc.)

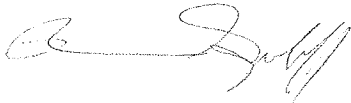
Add Subtotal Task 3 Lump Sum \$1,375.00

Mr. Bert Bender
April 2, 2013
Page 3 of 5

EE&G's total estimated fee for completion of the proposed work is **not to exceed \$25,250.00** (based on a maximum 25 ten-hour shifts equivalents (including any RT mobilizations). This fee estimate is expected to be sufficient to accomplish the Statement of Services described; however, no guarantee is made or implied. EE&G appreciates the opportunity to assist Bender & Associates Architects.

Please call me if you have any questions regarding this proposal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard Grupenhoff", written in a cursive style.

Richard Grupenhoff
Certified Abatement Designer
EE&G

RDG:rg/djc

ISLAND SURVEYING, INC.

F.H. Hildebrandt, President

March 4, 2013

Mr. Bert Bender
410 Angela Street
Key West, FL 33040

RE: Key West City Hall at Glynn Archer

Dear Bert,

As requested, Island Surveying will provide all services required to update our survey of the Flynn Archer School site. Our services will consist of all research of records, field work and drafting to fully identify the existing site conditions. We will locate:

1. All existing buildings,
2. All known above ground utilities,
3. All known subgrade utilities, (suspected underground utilities which are unconfirmed will be notes as such.)
4. All major trees greater than 4" caliber and all protected species of an size,
5. All existing curb gutter and sidewalks, including curb cuts that are adjacent to the property on all four sides.
6. We will meet with you on site prior to commencing field work to confirm all project requirements.

We propose to bill for these services on an hourly basis, not to exceed \$6,000 plus reimbursable expenses at our direct cost, estimated to be \$800 to \$1,000.

Our current rates are:

P.E. or P.L.S.	\$175/hour
Survey field crew	\$175/hour
Drafting technician	\$125/hour
Secretary	\$ 60/hour

Please call if you have any questions.



Fred Hildebrandt

Offices at Northside, 3152 Northside Dr., Suite 201, Key West, FL 33040
(305) 293-0466, fax: (305) 293-0237, e-mail: fhildebl@bellsouth.net

ATTACHMENT C

ATTACHMENT D

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 15,500,000	7.12%	6.72%	7.53%	6.31%	5.92%	5.53%	6.41%
CALCULATED FEE	\$1,104,045	\$1,041,508	\$1,167,376	\$978,255	\$917,982	\$857,003	\$993,250

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - **CONSIDERABLY MORE THAN AVERAGE COMPLEXITY:** Complex Laboratories, Medical Hospitals
- "B" - **MORE THAN AVERAGE COMPLEXITY:** Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - **REPAIRS AND RENOVATIONS:** Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - **AVERAGE COMPLEXITY:** General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - **LESS THAN AVERAGE COMPLEXITY:** Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - **CONSIDERABLY LESS THAN AVERAGE COMPLEXITY:** Warehouses, Parking Garages, Storage Facilities
- "G" - **BUILDING ENGINEERING SERVICES:** Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|--|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities /Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants <ul style="list-style-type: none"> Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For: <ul style="list-style-type: none"> -Alternate Bids Exceeding Contract Scope -Excessive Change Orders -Multiple Construction Contracts -Record Documents/As Builts -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses* <ul style="list-style-type: none"> Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|--|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.