

December 14, 2023

Keith Bring  
Gary Volenec  
Engineering Department  
City of Key West  
Key West City Hall  
1300 White Street  
Key West, Florida 33040



**RE: Bayview Park Renovations  
Updated Change Order #1 Proposal Dec 14, 2023**

Gary and Keith:

Thank you for asking us to work with you on renovations to Bayview Park in Key West. Located on Truman Avenue at the entrance to Old Town, Bayview Park is an important historic landmark for Key West and the City would like to see the park brought back to life for visitors and our residents.

As we understand the project, the City of Key West would like to redesign Bayview Park. At this time, the City would like full services through the end of construction for the park. We will provide the following:

Schematic Design of the park, including buildings and structures, based on the City's preliminary design.  
Design Development drawings for the park, including buildings and structures  
Construction Drawings  
Assistance in the bidding process.  
Full Construction Administration services.

At our meeting on 10/31/23, you stated that the City would handle the Planning process. We will give you drawings as required to submit, but you will compile the applications, submit the drawings and represent the project at meetings.

The Planning Director will determine the permitting path based on the design that the City selects.

Depending on the amount of work, the Planning Approval path is likely as follows:

1. DRC Meeting / Approval
2. Tree Commission - preliminary approval
3. Planning Approval
4. HARC Approval
5. Tree Commission - Final Approval
6. City Commission Approval.

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The Preliminary Plan and Scope of Work, as furnished by the City, is attached at the end of this proposal. This document will guide our work.

It should be noted that the City of Key West will provide an existing tree inventory list.

With a history back to the 1920s, Bayview Park is considered a significant historic resource in Key West and Monroe County, and as such, all exterior work is required to be in compliance with the City of Key West HARC Board, Secretary of Interior's Standards for Rehabilitation, and any other requirements of the State Division of Historical Resources. All permitting will be through the City of Key West.

The park is located in a Flood Zone AE-6 and Zone X. These flood zones are likely to change when FEMA releases new flood maps, slated for 2023 or 2024. The proposed new Restroom and Pro shop buildings may be required to be elevated above grade.

You have provided a PDF survey of the property, completed by Avirom Associates, dated 10/30/19. We will require an autoCAD copy of this survey. Surveyors often charge for AutoCAD copies of surveys. The City will provide an AutoCAD copy of the survey.

Landscape design will be the most important part of this project. The property will require significantly more landscape, and a new landscape design. To accomplish this, we have retained our Landscape Architect GAI Consultants, Inc. for landscape design work on the park, including irrigation system design. We have included the cost of this work in our fee proposal.

As discussed, the City of Key West will provide the design team with an existing tree survey of the park. A new tree survey is not included in this proposal. If a new tree survey is required, the cost will be additional services.

Based on the City of Key West planning requirements, the property will require alterations for parking, and a redesign of the existing impervious surfaces and drainage, as well as new taps for City water and electric service. To accomplish this, we have retained our Civil Engineers Perez Engineering, Inc. for Civil design work for the park. We have included the cost of Civil Engineering Design in our fee proposal.

It should be noted that if the new park design exceeds 2 acres of impervious surface area, the project will be required to be permitted through the South Florida Water Management District. Permitting through SFWMD make the stormwater management system much larger, more complex, and more expensive. The permitting process will also likely take at least 90 days. Permitting through SFWMD is not included in this proposal. If required, permitting through SFWMD will be an additional service.

The Park design drawings will require the use of a structural engineer. We are using modular buildings, but the foundations must be designed, as well as all shade structures and pavilions. Foundations must be designed for fences, lighting, and other site elements. To accomplish this, we have retained our Structural Engineers Keister Webb, Inc. for structural design work for the park.

The Park design drawings will require the use of a mechanical, electrical and plumbing engineer. Electrical elements will include all park lighting and electrical hookups, and providing electrical service for the new modular buildings. Plumbing elements will include all required water and wastewater, and

tying the modular buildings into the water system. To accomplish this, we have retained our MEP Engineers Bauhaus, Inc. for MEP design work for the park.

The structural engineer will require a Geotechnical Report to design the foundations for the new buildings. To accomplish this, we have procured a proposal from Geotechnical Engineers Wood PLC.

To summarize, we will utilize the following consultants to provide full architectural services for the schematic design and planning approval process. We have obtained cost proposals from each of these firms for design services:

Landscape Design:	Community Solutions Group, Inc.
Civil Engineering:	Perez Engineering & Development, Inc.
Structural Engineering Services:	Keister Webb, Inc.
Geotechnical Report:	Wood PLC, Inc.
MEP Engineering:	Bauhaus, Inc.

The following is a breakdown of required tasks and our estimate of hours based on my understanding of the project scope as of this date.

#### TASK 1: DESIGN DEVELOPMENT AND PLANNING APPROVALS

Task Description	Principal Architect	Associate Architect	Admin. Assistant
Site visit & kick off meeting with City personnel	4	4	
Measure and draw existing conditions for Design and Demolition Plans	24	52	
Schematic design Documents and Applications as required for HARC, DRC, Tree Commission, and Planning Approval Meetings. Attend Meetings.	14	80	8
Assist City as required with procuring Planning approvals.		20	
<b>Total Hours</b>	42	156	8
\$/hour	\$200	\$160	\$90
Labor cost	\$8,400	\$24,960	\$720
Total B&A Labor Cost	\$34,080		
Landscape Site Analysis, Landscape Design, Tree Commission Presentation, Development Approval	\$5,640		
Civil Engineering Design, Development Approval Drawings	\$10,080		
Structural Engineering Design	\$2,930		
<b>TOTAL SCHEMATIC DESIGN COST:</b>	\$52,730		

**TASK 2: 60% CONSTRUCTION DOCUMENTS**

Task Description	Principal Architect	Associate Architect	Admin. Assistant
Architectural Demolition documents	2	10	
Architectural Construction Documents	10	96	
Specifications	10		
Project coordination	24	23	8
<b>Total Hours</b>	46	129	8
\$/hour	\$200	\$160	\$90
Labor cost	\$9,200	\$20,640	\$720
Total B&A Labor Cost	\$30,560		
Structural – 60%	\$17,580		
MEP Design – 60%	\$20,475		
Geotechnical Report	\$9,985		
Civil Design – 60%	\$21,900		
Landscape Design	\$34,750		
<b>TOTAL 60% CONSTRUCTION DOCUMENTS COST:</b>	<b>\$135,250</b>		

**TASK 3: 100% CONSTRUCTION DOCUMENTS**

Task Description	Principal Architect	Associate Architect	Admin. Assistant
Architectural Construction documents	20	100	
Specifications	10	25	3
Project coordination	5	14	
<b>Total Hours</b>	35	139	3
\$/hour	\$200	\$160	\$90
Labor cost	\$7,000	\$22,240	\$270
Total B&A Labor Cost	\$29,510		
Structural Engineering Construction Documents	\$4,395		
MEP Engineers Labor Cost	\$23,400		
Civil Engineering Labor Cost	\$20,940		

Landscape Design	Included in 60% documents
<b>TOTAL 100% CONSTRUCTION DOCUMENTS COST:</b>	<b>\$78,245</b>

#### TASK 4: BIDDING PHASE

Task Description	Principal Architect	Associate Architect	Admin. Assistant
Prebid conference on site	4	4	
Addenda & responses to bidder questions	45	10	
Bid review & recommendation	2		
<b>Total Hours</b>	<b>51</b>	<b>14</b>	
\$/hour	\$200	\$160	\$90
Labor cost	\$10,200	\$2240	-
Total B&A Labor Cost	\$12,440		
Structural Engineering Bidding Phase	\$1,500		
MEP Engineering Bidding Phase	\$2,925		
Landscape Bidding Phase	\$6,970		
Civil Bidding Phase	\$1,740		
<b>TOTAL BIDDING PHASE COST:</b>	<b>Not to Exceed \$25,575</b>		

#### TASK 5: CONSTRUCTION PHASE SERVICES

Task Description	Principal Architect	Associate Architect	Admin. Assistant
Site visits (As Needed)	Not to Exceed 48		
RFI's, Submittal review, issue Bulletins	Not to Exceed 14	Not to Exceed 40	N/C
Project closeout	16	18	8
<b>Total Hours</b>	<b>78</b>	<b>58</b>	<b>8</b>
\$/hour	\$200	\$160	\$90

Labor cost	\$15,600	\$9,280	\$720
Total B&A Labor Cost	\$25,600		
Structural Engineering Construction Administration	\$4,395		
MEP Construction Administration	\$11,700		
Civil Construction Administration	\$6,120		
Landscape Construction Administration	\$19,980		
<b>TOTAL CONSTRUCTION PHASE COST:</b>	Not to Exceed \$67,795		

**All Professional Services Total: \$ 359,595**  
**Reimbursable expenses: All reimbursables Included.**

We propose to organize the deliverables to the City as follows:

Completion of Design Development / Planning Approval \$52,730  
Completion of 60% Construction Documents \$135,250  
Completion of 100% Construction Documents \$78,245  
Completion of Bidding Phase \$25,575 (Not to Exceed)  
Completion of Construction Administration \$67,795 (Not to Exceed)

**We propose to provide all the required services for a fee of \$359,595**

If permitting through SFWMD is required, there will be the following fee:

Permitting through SFWMD (Additional Service) \$7,480 (If impervious surface exceeds 2 acres)

Please call if you have any questions.

Sincerely,



David J Salay, Architect  
Bender & Associates Architects

(Continued)

Attachments: Design Notes from City Meeting with Gary and Keith

Civil Engineering Proposal – Perez Engineering, Inc.

Landscape Design Proposal – GAI Consultants, Inc.

MEP Proposal – Bauhaus, Inc.

Geotechnical Engineering Proposal – WSP, Inc.

Structural Engineering Proposal – Keister Webb, Inc.



## THE CITY OF KEY WEST

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### **Bayview Park Scope of Work/Notes**

#### **Buildings**

##### *New*

- Pre-fabricated bathrooms and tennis pro shop- Include flood panels in ITB in the event of a hurricane ?? Will need flood vents.
- Pre-fabricated small maintenance building with garage door for Community Services. Will need flood vents.
- Pavilions – Include trash recepticals, picknick tables, & concrete pads
- Gaurds/Police small building??

##### *Old*

- Demo existing maintenance building, basketball court, double tennis court, and tennis buildings.
- Boys & Girls Club to remain

#### **Utilities**

##### *Electric*

- All new buildings
- New maintenance building may need 220
- HARC approved light poles & fixtures throughout walkways
- Receptical outlets along path for festivals & events
- Irrigation System
- Pavilion outlets for party rental & light fixture to deture homeless at night
- Lighting for Courts, Fields, & **uplighting for trees (Per mayor)** ??
- AC ??

##### *Water/Plumbing*

- All new buildings-plumbing
- Irrigation System- (Rain Bird) include full as-built drawing and training for city staff at the time of completeion.
- Drinking/Bottle fill stations
- Tennis Courts (Drinking Fountains)??

##### *Drainage*

- Throughout entire property including looking into drainage grid under new walking path grid plan per Engineering Director

##### *Waste Water*

- Bathrooms & Tennis

#### **Structures**

- Incorporate shade structures at tennis courts & playground
- Benches- Arts in public places, Military themed to be cohesive with the memorial?? Memorial Bench Program
- Fencing- 42” fence surrounding the playground & pavilion areas.
- Fencing around the relocated tennis court will need to be 12” due to being on Truman Ave.
- Fencing at current Basketball Court (Existing 10’)
- New bleachers at tennis courts

*Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.*



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- Playground- Flexipave & Shade Structures
- Bike racks & Fill/Repair station along Truman Ave.

### **Athletic Fields/Courts/Green Lawn Areas**

- Softball Field-New artificial turf with full drainage including grading with painted softball, flag football, and soccer striping layout. Irrigate accordingly.
- New Sod or grow-in park common areas. Keep in mind there are festivals like childrens day that bring in small amuzement rides.
- Basketball Court-Shift new court 45 degrees and resurface with KW logo as an option.
- Tennis Courts- relocate 1 set of courts and include spec to match new surface on existing courts along Truman Ave. Include wind screens on fencing.

### **Landscaping**

- Trees- Tree locate map & tree list from CKW Urban Forestry Manager. Will need new tree survey.
- Pruing plan of all existing trees that remain
- Add additional decorative landscape thoughout. Simple and easy to maintain but incorporate some color.

### **Parking/Walking Paths**

- Re-work parking layout on Jose Marti-Virginia St. Add curbing accordingly
- New asphalt or concrete paths for walking and event vender set-up. Asphalt most likely would be cheaper (8'-12' paths).



## THE CITY OF KEY WEST

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### Notes From The Mayor

- Security/monitor built into the budget.
- Full-time maintenance built into the budget.
- Pro shop rebuilt to include new restrooms, concession stand and storage for park maintenance equipment and supplies.
- Add underground lighting to light the trees with white led lighting to add to the security and attract residents during evening hours. Budget should include tree led lights.
- A park speaker system should be included.
- Divided benches added throughout the park.
- Move the 2 tennis courts towards Truman. If we do construction off season- snowbirds will not be there utilizing the other courts and Yongue's lessons can be conducted without interruption
- Add artificial turf. As water becomes more scarce- we will still have a vibrant park that is durable enough to sustain the events.
- All courts resurfaced with the latest materials with the viewing areas shaded.
- For the area that we need to retain water- could a splash pad be added recycling rain water?
- Art should be installed throughout the park.
- Add new features to the children's playground.
- Add a formal entrance to the historic Bayview Park.

If we are only going to do this once- let's do it right. All construction done between May and September when snowbirds are gone and HOB out of session.

Teri



NEW ANGLE  
PARKING

VIRGINIA STREET

BOYS GIRLS  
CLUB TO  
REMAIN.

PARK NEEDS TO DRAIN THIS  
WAY TOWARDS WATER.

BANDSTAND TO  
REMAIN

RELOCATE  
BASKETBALL  
COURT TO  
HERE.

BALLFIELD TO  
REMAIN.  
RESURFACE  
WITH ARTIFICIAL  
TURF.

HARD SURFACE  
ROADS FOR  
TRUCKS

OPEN AIR  
PAVILIONS FOR  
PICNICS.

FORMAL LAWN.  
ARTIFICIAL  
TURF?

GATED KIDS  
PLAYGROUND  
WITH SHADES  
ON SUPPORTS

NEW MAINTENANCE SHED.  
PREFABRICATED BLDG.

NEW PRO SHOP /  
RESTROOMS.  
PREFABRICATED BLDG.

EXISTING TENNIS  
COURTS TO  
REMAIN

WESLEY HOUSE

RELOCATE 2  
TENNIS  
COURTS TO  
HERE.

BIKE RACKS,  
TYPICAL

TRUMAN AVE.

NORTH



November 13, 2023

Mr. David Salay, LEED AP, NCARB  
Bender & Associates Architects  
410 Angela Street  
Key West, Fl. 33040

**RE: Professional Services Agreement – City of Key West Bayview Park**

Dear David:

Perez Engineering & Development, Inc. is pleased to submit this proposal to assist you with professional civil engineering services for the redevelopment of Bayview Park located in Key West, Florida. We understand the City would like to see the park be brought back to life for the visitors and residents. The improvements will include landscape, open lawn/space, new restrooms, new tennis pro shop, new courts, new turf field, offsite parking improvements, stormwater improvements, and utility improvements.

## **SCOPE OF WORK**

### **TASK 1 – MAJOR DEVELOPMENT PLAN**

- 1.1 Collect and review available as-built documents within the area.
- 1.2 Perform project area inspection to determine and confirm existing physical conditions pertaining existing sidewalks, drainage elements, patterns and characteristics.
- 1.3 We shall assist the City and Design Team with the development of a site plan (prepared by others) for submittal as part of the Major Development Plan Application. We shall review preliminary drainage/stormwater storage areas, conveyance methods, site grading including roadways, building pads and terrain features.
- 1.4 We shall prepare a Conceptual Drainage Plan to accompany the Major Development Plan Application submittal. The Conceptual Drainage plan shall include, but not be limited to: delineation of drainage areas, proposed topography (spot elevations or contour lines as appropriate to express hardscape/roadway/soil grades), drainage structure locations, slope arrows

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with % of slope indicated, swale locations, injection well locations, surface conveyance structures (curbs, curb inlets, etc...).

## **TASK 2 – PRELIMINARY DESIGN PHASE**

- 2.1 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 2.2 These drawings shall consist of site geometry plan, paving, grading, and drainage plan, water and sewer plan and all the appropriate details. These drawings will be of presentation quality intended to reflect the final product.
- 2.3 Make available all design calculations and associated Data.
- 2.4 Furnish copies of the Preliminary Design documents and present and review them with the City.

## **TASK 3 – FINAL DESIGN PHASE**

- 3.1 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, setbacks, buffers, etc...
- 3.2 Prepare stormwater calculations and 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.
- 3.3 Prepare a water and sewer plan depicting the proposed potable water, and sanitary sewer services/improvements.
- 3.4 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.
- 3.5 Make available all design calculations and associated Data.
- 3.6 Furnish copies of the 100% Complete Design documents and present and review them with the City for final comments and revisions.

#### **TASK 4 – BID PHASE SERVICES**

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

#### **TASK 5 – CONSTRUCTION PHASE SERVICES**

- 5.1 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.
- 5.2 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.

5.3 Record Drawings – We shall prepare record drawings based on “as-built” drawings to be provided to the engineer by the contractor. The “as-built” drawings must be signed and sealed by a Professional Land Surveyor registered in the State of Florida. The contractor shall also provide the ACAD files of the survey for our use in the development of the record drawings. The record drawings prepared by us shall be submitted to the Client and to the applicable municipal/regulatory agencies.

## ITEMS NOT INCLUDED

1. Topographic survey,
2. Traffic studies/evaluations,
3. Lighting/electrical design,
4. Off-site utility design, our scope assumes water and sewer are readily available at the site,
5. No site permitting with FDOT or FDEP.

## COMPENSATION – BASIC SERVICES

The proposed total lump sum fee compensation for this scope of work is **\$60,780**. A summary of compensation is shown below.

Task 1 – Major Development Plan	\$10,080
Task 2 – Preliminary Design	\$21,900
Task 3 – Final Design	\$20,940
Task 4 – Bid Phase Services	\$ 1,740
Task 5 – Construction Phase Services	<u>\$ 6,120</u>
Basic Services Total	\$60,780

## ADDITIONAL SERVICES

### *Regulatory Approvals*

1. SFWMD Environmental Resource Permit - We shall prepare and submit the appropriate permit applications for construction of the stormwater management system.

Fee	\$ 6,800
<b>Total Fee</b>	<b>\$67,580</b>

Mr. David Salay, LEED AP, NCARB  
November 13, 2023  
Page 5

No site permitting with FDEP or FDOT are anticipated nor are they included in this proposal.

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.**



Allen E. Perez, P.E.

**Bender & Associates**

\_\_\_\_\_  
Name and Title Date



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December 5, 2023  
Project R220044.00

Mr. David Salay  
Bender & Associates Architects  
410 Angela Street  
Key West, Florida 33040

**Proposal**  
**Professional Landscape Architectural Services**  
**Bayview Park**

Dear Mr. Salay:

GAI Consultants, Inc. (GAI) is submitting this Proposal to Bender & Associates (the Client), for the performance of the professional services described below in the Scope of Services for the project stated above.

**Project Understanding**

It is our understanding that the city wishes to renovate and update the park with new amenities to better serve the public. The park is located between Truman Avenue and Virginia Street and between the Vietnam Memorial Garden and the baseball field. The park serves not only as a recreational site for tennis and basketball, but also hosts various festivals and activities throughout the year.

**Scope of Services**

Based on our understanding of the project requirements/criteria provided to date by Bender & Associates, GAI will perform the following described Scope of Services:

**Task 1 – Data Collection**

**Survey**

Prior to the commencement of the survey work, GAI will visit the project site to become familiar with the existing site conditions.

**Task 2 – Design and Construction Documents**

2.1 Completion of the construction documents will start with schematic documents utilizing the master plan developed and vetted by the city.

2.2 Completion of contract documents for the project elements include:

- Pedestrian pathways (reinforced for light truck traffic)
- 2 new tennis courts and fencing
- New fencing at existing tennis courts
- New basketball court and fencing
- Sports lighting (layout and fixture selection only)
- Area wide site lighting (layout and fixture selection only)
- Playground area with shade sails (equipment to be specified only)

- Update parking along Virginia Street
- Assist the architect with building locations.
- Landscape design
- Irrigation design
- Furniture selection – benches, bike racks, trash receptacles
- Stormwater design coordination with civil engineer
- Coordination with team electrical engineer
- Documentation for DRC review
- Documentation for Planning Board review
- Tree Commission permit application and representation at board meetings

2.3 Attend one Client meeting during the preparation of the 30% documents.

2.4 Provide a complete set of 30% construction documents to the Client for review.

2.5 60% Construction Documents (Design Development Phase): Based upon the reviewed 30% Construction Documents, GAI will produce Design Development drawings to fix and describe the overall character of the project. This work will include the development of design plans and details indicating quantities, types, sizes, and materials of the project elements identified in the 30% completion phase of the work. The plans will include dimensioned layout drawings (as needed) including the selection of materials, colors and patterns.

- Coordinate with the design team for consistency of drawings and incorporation of the latest design into the overall design development drawings and distribute to design team to conclude this phase.
- Provide a complete set of 60% construction documents to the Client for review.
- Attend a document review meeting with the Client to receive comments regarding the 60% plans.
- One Client meeting

2.6 90% Construction Documents: Based upon the reviewed 60% construction documents and the comments received from the Client, prepare 90% Construction Documents. These plans to include:

- Cover Sheet
- General Notes Sheets
- Hardscape Plans and Details
- Sports field and court play plans
- Area wide lighting plans (fixture selection and layout only, no electrical engineering)
- Site Furnishings Plans including playground equipment
- Landscape / Irrigation Plans and Details
- One Client meeting

GAI will submit the 90% documents to the Client for review and comment.

2.7 100% Construction Documents: Incorporate the comments received from the 90% plan review.

- Final construction plans
- Final Written Specifications
- Internal design team meetings
- One Client meeting

## **Task 3 – Permitting**

### **DRC / Planning / Tree Commission**

- 3.1 GAI will assist the Bender & Associates with the preparation of the necessary documents for DRC and planning submittals.
- 3.2 GAI will be available to attend in person each board meeting.
- 3.3 GAI will prepare and submit Tree Commission documents that include removals and proposed trees and landscaping.
- 3.4 GAI will attend a pre-application meeting with the Tree Commission manager.
- 3.5 GAI will review with the Tree Commission manger the Schematic plans prior to submitting application for Board approval.
- 3.6 GAI will represent the City in person at the Tree Commission Board meeting.

## **Task 4 – Bidding Phase**

- 4.1 GAI will prepare specifications, General Conditions, Bid Forms and bid packages for the bidding of the work to general contractors.
- 4.2 Provide quantity take-offs for the project and prepare bid tabulation schedules for bidding by general contractors.
- 4.3 Attend the pre-bid conference and answer questions which may arise during the bidding process. Respond to bidder's RAls, prepare any addenda that may be necessary (for distribution by the Client).

## **Task 5 – Construction Phase Services**

- 5.1 Attend the project pre-construction meeting, to be arranged and scheduled by the Client.
- 5.2 Respond to RFIs from the contractor.
- 5.3 Review and approve or deny submitted shop drawings, product data and/or samples as required by the Contract Documents.
- 5.4 Approve or deny pay applications submitted by the contractor to the Client for payment of the work completed each month.
- 5.5 Recommend to the Client the rejection of work completed by the General Contractor which is not constructed in accordance with the Contract Documents.
- 5.6 Provide reports outlining the progress of the work to date and any deficiencies encountered based upon the site visitations.
- 5.7 GAI will provide up to 10 site visits to observe and become familiar with the progress and quality of the work completed to determine if the work is generally being performed in accordance with the Construction Documents and ultimately providing a "Substantial Completion" and a "Final Completion" site visit with punch lists.

## **Schedule**

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services, not including the Bidding and Construction phases of the work and complete the project deliverables within the approved project timeline to be determined.

## **Compensation**

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and Client for tasks 1 - 5. GAI proposes to complete this work on a lump sum basis not to exceed the estimated costs provided in Table 1 (Estimated Cost Summary) without prior Client approval.

## Services Not Included

The proposed scope of services and cost(s) assume the following items are excluded from this scope of services:

- Other meetings beyond those specifically outlined within the above Scope of Services.
- Renderings or sketches to describe design intent or for public presentation unless specifically described herein.
- Determination of wetlands and wetland impact permitting.
- Public meetings or presentations unless otherwise stated in this agreement.
- Other services not specifically described herein.
- Permit fee payments are excluded. These fees are the responsibility of the Client.
- Electrical, mechanical, plumbing or structural engineering services.
- Ground survey
- Civil Engineering, stormwater, or roadway work.

## Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client has provided all its requirements for Consultant's scope of services and all criteria and/or specifications that Consultant should utilize at the time this Proposal is authorized.
2. Client has provided all available information pertinent to Consultant's scope of services, including previous reports/drawings, utility information, etc. at the time this Proposal is authorized. Unless otherwise noted, Consultant may rely upon such information.
3. Client will give Consultant prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's performance.
4. Client will examine and provide comments and/or decisions with respect to any of the Consultant's interim or final deliverables within a period mutually agreed upon.
5. Consultant acknowledges and must provide/comply with all requirements of the Lake County Scope of Work/Services RSQ #20-0920 at no additional cost to the County.

Please do not hesitate to contact me at 321-319-3057 if you have any questions or wish to discuss this Proposal.

Sincerely,  
**GAI Consultants, Inc.**

Keith Oropeza, PLA, ASLA  
Director

Frank Bellomo, PLA, ASLA  
Vice President

KO:FB/cl

**Table 1**  
**Estimated Cost Summary**  
**Proposal**  
**Bayview Park**  
**Key West, Florida**

Bender & Associates Architects

Task	Description	Total
1	Data Collection	\$5,640
2	Design and Construction Documents	\$34,750
3	Permitting	\$23,450
4	Bidding Phase	\$6,970
5	Construction Phase Services	\$14,980
Subtotal (not including estimated expenses)		\$85,790
Estimated expenses		\$5,000
<b>Total</b>		<b>\$90,790</b>



7100 SW 99<sup>TH</sup> AVE, Suite 202, Miami FL 33173

Tel: 305-423-9361 • Fax: 305-397-0354

Email: [engineering@bauhausengineers.com](mailto:engineering@bauhausengineers.com)

November 29, 2023

Bender & Associates  
Attn. David Salay / Haven Burkee  
410 Angela Street, Key West FL 33040  
Miami, FL 33040

**Re: Bayview Park, Key West Florida**

Dear friends:

Thanks for considering us to provide engineering services. The project is an existing park renovation and upgrades. This is our scope of services along with our estimated fee based on provided plans and narrative for this project in Key West, FL.

**A. SCOPE of WORK**

- Provide 100% completed CD drawings for Mechanical, Electrical and Plumbing for park renovated open areas including basketball and tennis courts, existing pavilions, band stand, and all upgraded landscape areas per provided narrative and schematic plan.
- Provide 100% completed CD drawings for Mechanical, Electrical and Plumbing to support new prefabricated bathrooms, tennis pro shop and maintenance buildings per provided narrative and schematic plan.
- Electrical Engineering to implement power provisions for lighting for pedestrian pathway lights, tennis and basketball fields, play and seating areas and grounds general lighting. Electrical plans will incorporate all provisions to support lighting consultant design requirements. Fixture selections and photometric analysis in open areas and sport fields is to be provided by lighting design team.
- Plans will incorporate provisions to re-organize existing power distribution for entire site based on new requirements.
- Design phase: 2 Site visit / 2 engineers /10 hour days.
- Bidding review.
- Construction Administration.
- Construction phase: 2 Site visits / 2 engineers / 10 hour days.

**B. REIMBURSABLES (Included)**

- Accommodations/lodging if required.
- Travel expenses.
- Meals.
- Printing/courier expenses.

**C. NOT IN CONTRACT**

- Structural Engineering, Civil Engineering or Fire Protection Engineering.
- Cost estimating
- Additional Engineering services, if required, will be provided for an hourly rate (\$195.00/Hr).
- Additional Site Visits if required will be based on a flat rate of \$1500.00 (per engineer / per day).

**D. ENGINEERING FEE**

**\$ 58,500.00**

Document preparation time: 75% progress set in 4 weeks. Final permit set in 5-6 weeks.

Items Required: Architectural Plans, Landscape and lighting consultant plans, site Civil Engineering plans with utilities to support new park renovations.

Again, thanks in advance for considering our proposal, if you need further information feel free to contact us.

Thank You,  
Yours truly,

---

Edwin Cerna, PE, LEED BD+C  
Principal  
(786) 246-4651

Billing address: 7100 SW 99<sup>th</sup> Ave, Suite 202  
Miami, FL 33173

---

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

**Bender & Associates**

---

Name and Title

Date



November 8, 2023

David Salay, LEED AP, NCARB  
Bender & Associates Architects  
410 Angela Street  
Key West, Florida 33040  
E-Mail: [dsalay@benderarchitects.com](mailto:dsalay@benderarchitects.com)  
Phone: 305-296-1347

Subject: **Proposal for Geotechnical Engineering Services**  
Bayview Park Key West-Two New Prefabricated Buildings, Restroom, and Shed  
1320 Truman Avenue, Key West, Florida  
WSP Proposal: P23PROP.WPB.28

Dear Mr. Salay:

**WSP Environment & Infrastructure, Inc. (WSP)**, is pleased to submit this proposal to perform a limited geotechnical engineering exploration at the above referenced site. Included in this proposal is our understanding of the project information, our proposed scope of services, our proposed schedule, and fee.

### PROJECT INFORMATION

The project information was provided by Mr. David Salay through emails correspondence received on 11/07/2023. The project is located within the Bayview Park property at 1320 Truman Ave., in Key West, Florida. The project includes the design and construction of new two one-story prefabricated buildings, restroom facility and shed.

We were not provided of structural information and loads yet for these structures, however Mr. Salay informed us that the structures will have to comply with flood regulations (FEMA + 2 feet), so the new buildings, in despite of being of one-story structures, shall be elevated a few feet above existing grade, as they will be located on a special flood hazard area.

We estimate that maximum working loads over the isolated columns would be approximately sixty kips, and maximum wall loads would be approximately 4 Kips/LF.

### SCOPE OF SERVICES – GEOTECHNICAL SERVICES

We propose to perform three (3) SPT borings for a total of 105 lineal feet of drilling. The SPT borings will be driven to a depth of approximately thirty-five feet below existing ground surface (BGS) and will be performed on the proposed footprint for each structure (Premanufactured buildings and restroom facility).

Depending on the soil conditions encountered, we will decide (in the field) whether additional drilling will be required in one or two borings, but on any case, we will not exceed 105 lineal feet of total drilling. We will reference our test locations based on existing site features, field measurements and available plan sheets.

Prior to our exploration, we will coordinate the location of utilities within the immediate vicinity of the proposed test locations through Sunshine State One Call of Florida, Inc. (SSOCOF). We request notification concerning any private utilities on the site other than those subscribing to the SSOCOF service.

Although we will make every effort to minimize potential damage to underground utilities or any other buried features, we will not be responsible for any underground features which locations are not provided to us in advance of our mobilization. SSOCOF will not be responsible for clearing locations of privately owned utilities; therefore, utility clearance for private utilities should be provided by a third party. Our field work will commence once both public and private underground utilities are marked on site.

Further, although we will exercise care in moving the drilling equipment throughout the site to minimize disturbance, we will not be responsible for any minor rutting or cosmetic damage to the landscape or hardscape. We expect the client to make any necessary arrangements to secure access to the site for our personnel and equipment; we do not anticipate procuring any work permits.

At the completion of drilling, we will close the boreholes with the soil cuttings from the borings. Core holes in pavement areas are not anticipated, however, if required, the holes will be patched with cold-mix asphalt.

At completion of the field exploration program, we will transport the samples to our laboratory where an engineer or geologist will examine them. The samples will be visually classified using nomenclature consistent with the Unified Soil Classification System (USCS). Laboratory testing will be performed as needed to aid in the soil classification and in the development of engineering soil parameters.

Upon completion of our field exploration and laboratory testing program, we will issue a geotechnical report describing our field explorations, presenting our findings, and providing subsurface condition evaluation, and pertinent recommendations for the geotechnical aspects of the project. The results of our work will be transmitted in a report which will specifically contain information listed below:

- A plan of the site showing the location of the soil borings.
- Identification of foundation systems suitable to the site conditions and proposed construction.
- Recommendations for (shallow and/or deep foundation systems) allowable soil bearing capacity/pile capacities and criteria for construction of floor systems and modulus of subgrade reaction.
- Determination of existing ground water level, at date of drilling.
- Estimate of anticipated foundation settlements.
- Site preparation guidelines.

It is noted that 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.

## FEE ESTIMATE

Based on the above-described scope of services and on a basis of unit price and estimated quantities, we developed our fee proposal for the project. The fee estimate of our services for this project is **\$9,985.00** itemized as follows:

<b>Estimated Fee Proposal</b> <b>Bay View Park Key West-Two prefabricated buildings, restroom, and shed</b> <b>Geotechnical Engineering Services</b>				
Type of Service	Unit	Estimated Quantity	Unit Cost	Cost
<b>Field Exploration</b>				
Mobilization of Truck Mounted Drill Rig and SPT Borings at depths of 0-50 feet	LS	1	\$ 800.00	\$ 800.00
Three SPT borings at 35 feet deep each one using Truck Mounted Drill Rig	DAY	1	\$ 2,500.00	\$ 2,500.00
Support Vehicle	DAY	2	\$ 175.00	\$ 350.00
Support Staff/Field Staff - Clear underground utilities, mark boring locations, site safety plan.	HR	18	\$ 95.00	\$ 1,710.00
<b>Subtotal</b>				<b>\$ 5,360.00</b>
<b>Laboratory Services</b>				
Moisture Content	EA	12	\$ 10.00	\$ 120.00
Fines Content	EA	9	\$ 50.00	\$ 450.00
Organics Content	EA	3	\$ 50.00	\$ 150.00
<b>Subtotal</b>				<b>\$ 720.00</b>
<b>Engineering, Administration</b>				
Senior Engineer	HR	4	\$ 180.00	\$ 720.00
Project Engineer - Data Evaluating and Report Writing	HR	12	\$ 140.00	\$ 1,680.00
Clerical/Administration - Project Set up and Administration	HR	2	\$ 65.00	\$ 130.00
Staff Engineer - Lab assignment, results, and gINT logs	HR	10	\$ 95.00	\$ 950.00
Special Engineering Technician - CADD Technician	HR	5	\$ 85.00	\$ 425.00
<b>Subtotal</b>				<b>\$ 3,905.00</b>
<b>ESTIMATED TOTAL FEE</b>			<b>\$</b>	<b>9,985.00</b>

Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you before proceeding with any activities beyond the above-described scope of services. Charges will be made only for the services performed using the unit rates listed above. Invoices will be submitted monthly.

The above estimated fees for geotechnical services are based on our understanding that the site will be readily accessible to our drilling equipment and that no permits will be required to perform the work. Permits, if required for our SPT borings, will be obtained for an additional fee, and a change order will need to be issued for us to proceed with permit application for geotechnical drilling.

## SCHEDULE

Based upon our present schedule, we can plan our geotechnical field exploration program immediately after receiving notice to proceed provided there are no accessibility constraints. We will schedule the field work to be started as soon as possible after location of underground utilities within the work areas is completed (public utility clearance typically takes about 4 to 5 days by 811 Sunshine).

The geotechnical field services should take approximately one day to complete. Our laboratory testing and report preparation should take an additional approximately 7 to 10 days to complete; however, we can provide preliminary verbal results as soon as the field services have been completed in order to expedite the design process. Thus, we anticipate completing all the services of this proposal within 3 to 4 weeks after underground utility locates are completed.

## **AUTHORIZATION**

This proposal is subject to the enclosed Terms and Conditions. Please sign the Authorization to Proceed Form as an indication of your acceptance of this proposal and its terms, and to authorize us to proceed with the work.

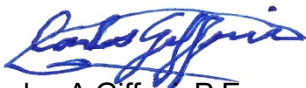
## **CLOSING**

We are sensitive to your needs for a quick turn-around time as well as a quality service. WSP has considerable experience in the geotechnical and construction testing phases of your project and have personnel available to complete the work expediently.

Thank you for considering our Firm for this project. If you have any questions or comments concerning this proposal, please do not hesitate to contact this office. We look forward to working as your consultant on this project.

Sincerely,

**WSP Environment & Infrastructure, Inc.**



Carlos A. Giffoni, P.E.  
Senior Geotechnical Engineer



Luis A. Ponce, P.E.  
Senior Geotechnical Engineer

# WSP USA Environmental & Infrastructure, Inc.

## Terms and Conditions

**1. COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to WSP at the address specified on WSP's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP of that fact in writing within ten (10) days from the date of receipt of WSP's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

**2. STANDARD OF CARE:** WSP will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. INDEPENDENT CONTRACTOR:** WSP shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by WSP and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

**4. INSURANCE:** WSP will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

**5. CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should WSP encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP's reasonable opinion, the conditions cause an increase or decrease in WSP's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP's compensation, schedule, or both. In the event no Change Order is agreed to, WSP reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

**6. FORCE MAJEURE:** Should performance of Services by WSP be affected by causes beyond its reasonable control, WSP will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by WSP.

**7. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide WSP all available material, data, and information pertaining to the Services.

**8. SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by WSP for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP in connection with its work.

**9. WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such materials, including samples and wastes.

**10. LIMITATION OF LIABILITY:**

CLIENT's sole and exclusive remedy for any alleged breach of WSP's standard of care hereunder shall be to require WSP to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP performing the Services in accordance with the Standard of Care.

WSP and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either WSP or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared, or other work performed hereunder.

CLIENT agrees that the damages for which WSP shall be liable are limited to that proportion of such damages which is attributable to WSP's percentage of fault subject to the other limitations herein.

**11. INDEMNITY:** CLIENT agrees to defend, indemnify, protect and hold harmless WSP and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by WSP under this Agreement, unless such injury or loss is caused by the sole negligence of WSP.

**12. ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other. If services are required in New York, WSP will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. WSP shall retain responsibility in accordance with this Agreement for all services performed.

**13. COST ESTIMATES:** If included in the Services, WSP will provide cost estimates based upon WSP's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

**14. TERMINATION:** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by WSP to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

**15. GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the WSP office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

**16. FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP. The presence of WSP's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP is not responsible for safety or security at a site, other than for WSP's employees, and that WSP does not have the contractual duty or legal right to stop the work of others.

**17. DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the WSP office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

**18. EXCLUSIVE USE:** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by WSP, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey WSP's reports or recommendations to any person or organization other than those identified in the project description without WSP's written authorization. CLIENT releases WSP from liability and agrees to defend, indemnify, protect, and hold harmless WSP from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP under this Agreement are instruments of service. Exclusive ownership, copyright, and title to all instruments of service remain with WSP.

**19. ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of WSP and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure WSP services, but CLIENT's failure to do so shall not operate to modify this Agreement.

**20. NO INDIVIDUAL LIABILITY. PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

## AUTHORIZATION TO PROCEED

**Proposal No. 23PROP.WPB.28**

**Proposal Date: November 9, 2023**

**Client name: Bender & Associates Architects**

**Project Start date:** \_\_\_\_\_

**Project No.** \_\_\_\_\_

This Authorization to Proceed confirms acceptance of the Proposal, dated \_\_\_\_\_ and the contractual terms and conditions referenced therein.

\_\_\_\_\_  
On behalf of Client or Authorized Signature

\_\_\_\_\_  
Date

**Accepted by WSP USA Environmental & Infrastructure, Inc.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

November 15, 2023

K|W Project: 22031

Mr. David James Salay, LEED AP, NCARB  
Bender & Associates Architects, P.A.  
410 Angela Street  
Key West, Florida 33040

Re: Bayview Park Restrooms & Tennis Pro Shop  
Key West, Florida

Dear David:

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 an e-mail from you on February 7, 2022, which included a survey of Bayview Park, Key West, Florida and another e-mail from you on November 7, 2023, which included Bayview Park Scope of Work/Notes, Survey, Preliminary Plan and a Restroom Building Plan.

As I understand it, the project will consist of a one-story pre-engineered restroom building and tennis pro shop, a one-story pre-engineered maintenance building, four (4) new pre-engineered picnic pavilions, pre-engineered shade structures and new foundations for relocated sports lighting poles. Each building will be approximately 1,500 sf. The foundation design for the pre-engineered structures will be based on the loads provided by the pre-engineered structure manufacturers. Keister Webb Structural Engineers LLC (K|W) will be responsible for the foundation design and concrete slab on grade design. The ground floors will be a concrete slab on grade and the foundations will be concrete grade beams bearing on augered concrete piers socketed into the shallow caprock.

The services to be provided by Keister Webb Structural Engineers LLC (K|W) shall be:

- 1) In the Schematic Design Phase (SD Phase), review alternative structural systems and provide non-dimensioned sketches of those systems.
- 2) 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.
- 3) 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.
- 4) In the CD Phase, prepare the structural sections of the contract specifications. You will provide the preferred format for inclusion by K|W. You will prepare the final printing of the contract specifications.
- 5) In the Bidding Phase, attend one (1) pre-bid meeting by video conference.

- 6) 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.
- 7) Perform 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 a written report of each site visit.

The total fee for the above services 1) through 6) shall be Thirty Thousand Eight Hundred Dollars (\$30,800.00) plus expenses. The fee breakdown by phase is as follows:

Schematic Design Phase .....	\$ 2,930.00
Design Development Phase.....	\$ 4,395.00
Construction Documents Phase .....	\$ 17,580.00
Bidding Phase .....	\$ 1,500.00
Construction Phase .....	\$ 4,395.00
<b>TOTAL</b>	<b>\$ 30,800.00</b>

Construction site visits, 7) above, and any services authorized by you, in addition to those set forth above, shall be billed in addition to the above fee at the rates below:

Principal	\$181.00/hour
Senior Project Engineer/Senior Project Manager	\$154.00/hour
Project Engineer/Project Manager	\$136.00/hour
Engineer/Structural Designer	\$124.00/hour
CADD/BIM Technician	\$ 96.00/hour
Administrative	\$ 68.00/hour
Construction Site Visits	\$3,400.00/ per site visit, including expenses
Expenses	1.0 times cost

The professional services fee quoted above has been established based on K|W providing a level of structural information consistent with Best Practices Guidelines as established by the AIA during each design phase of the project. K|W recognizes that it is becoming more common for the project owner or construction manager to request detailed structural information during the early design phases of a project, usually so that an early construction cost can be developed. When this request is made, it requires K|W to spend additional time to develop a greater level of structural information beyond what is conventional in the early design phases. If such a request is made after submission of this proposal, K|W reserves the right to change the portion of our total fee allocated to each individual phase of the project and you agree to abide by K|W's proposed changes so long as the total project fee remains unchanged. You also agree that any substantial changes to the structural design arising from decisions made in the early design phases after the development of a greater level of structural information may therefore entitle K|W to additional total project fee to reorganize, remodel, and/or redesign the project to incorporate such proposed design changes.

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

- Providing SD documentation more extensive than non-dimensioned sketches.
- Attending more than one (1) pre-bid meeting with potential contractors.
- Responding to contractor inquiries prior to the awarding of the contract to a contractor.
- Making construction site visits.

- Redesign of project foundations as the result of a lack of foundation design information or changed requirements for foundation design.
- Making revisions to the drawings, specifications, or other documents after approval of information from the Architect.
- Providing Opinions of Probable Cost.
- Development of alternate framing schemes on Construction Documents.
- Providing redesign services for Contractor's proposed design modifications or for Contractor's proposed substitutions for materials or structural systems.
- Preparation of component and/or cladding design which is normally provided by the manufacturer such as cold-formed framing or curtain wall framing.
- Preparing a set of record drawings.
- "Fast-tracking" of structural design documents which requires the issuance of structural construction documents prior to the issuance of architectural construction documents.

Expenses include travel, meals, parking, photographic processing, copying and printing costs, postage and special shipping costs, costs of tools or special equipment.

K|W 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. K|W 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, K|W 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.

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of K|W and K|W's officers, directors, partners, employees, and subconsultants, and any of them, to you and anyone claiming by or through you, for any and all claims, losses, costs, or damages, including 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 One Million Dollars (\$1,000,000.00). 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.

## **PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

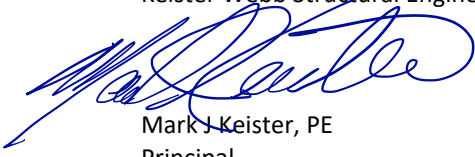
K|W shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). K|W's efforts in the Construction Phase will be directed toward providing a greater degree of confidence for you that the completed work of contractor(s) will conform to the Contract Documents, but K|W 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 K|W, 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 K|W in its defense of such claim.

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

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

Very truly yours,  
Keister Webb Structural Engineers LLC



Mark J. Keister, PE  
Principal

**ACCEPTED BY**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Project/PO Number