

RESOLUTION NO. 13-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "AGREEMENT BETWEEN THE CITY OF KEY WEST AND BENDER AND ASSOCIATES FOR ARCHITECTURAL SERVICES: KEY WEST CITY HALL" (PROJECT GN 0905) IN A TOTAL AMOUNT NOT TO EXCEED \$1,740,493.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 13-044, the City Commission awarded the bid to Bender and Associates in response to RFQ No. 13-001 for Architectural Services: Key West City Hall;

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

Section 1: That the attached "Agreement Between the City of Key West and Bender and Associates Architects for Architectural Services: Key West City Hall" is hereby approved in an amount not to exceed \$1,740,493.00.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of April, 2013.

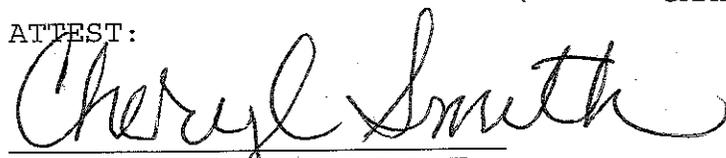
Authenticated by the presiding officer and Clerk of the Commission on April 18, 2013.

Filed with the Clerk April 18, 2013.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave Key West, FL 33040 (305) 809-3700

RESOLUTIONS SUBMITTED

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager

CC: David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager
Don Craig, Director of Planning

FROM: Doug Bradshaw, Senior Project Manager Engineering

DATE: April 10, 2013

RE: Approving contract to Bender and Associates Architects associated with architectural services for the new Key West City Hall

ACTION STATEMENT:

This resolution will approve the contract to Bender and Associates Architects for design of the new City Hall to be located at the former Glynn Archer School. Contract value shall not exceed \$1,740,493 which includes all professional service fees, bidding, construction administration, estimated reimbursable expenses, submission fees, LEED certification, and as-built documents.

BACKGROUND:

The City issued RFQ No. 13-001: Architectural Services: Key West City Hall on October 23, 2012 and eight (8) qualification packages were received on December 12, 2012. At the February 5, 2013 City Commission meeting, Commissioners heard presentations from the three (3) short listed firms of William P. Horn Architects, Bender & Associates Architects, and Rodriquez and Quiroga

City Commission per resolution 13-044 selected Bender & Associates Architects and authorized the City Manager to negotiate a contract with the architect that would be brought back to City Commission for approval.

OPTIONS:

There are three (3) options:

1. Approve the contract as presented.
2. Direct City Manager to undertake additional negotiations with the architect.
3. Reject the contract

City Staff had numerous negotiation meetings with Bert Bender. The original proposal from Bender was \$1.8 million and did not include all the services that staff as well as the third party review by CH2M Hill felt was appropriate for the project. Additional scope was added including as-builts, ADA walkability study, additional interior design, etc., with direction to Bender to lower the fee. The City received the current proposal which included a reduction of the fee by over \$50,000. City Staff along with CH2M Hill reanalyzed the new fee/proposal and compared the

Key to the Caribbean – Average yearly temperature 77° F.

percentages of both the basic services and additional services with the industry standards. The basic services fee (excluding reimbursables) is 6.24%. Industry standard is 6.41% to 7.12%. The “all-in-fee” of \$1,740,493 is 11.22% with the industry standard being 10-12%. Staff feels that the fee proposed by Bender is within the industry standard and is appropriate for the scope of the project.

FINANCIAL ISSUES

The contract value is \$1,740,493. Funding will come from the City Hall account #303-1900-519.6200, Project #GN0905. The contract is broken down as follows:

Task	Basic	Additional	Total	% of Task Order	% of Project Total*
Schematic Design	\$134,642	\$101,845	\$236,487	13.59%	1.53%
Design Development	\$180,369	\$131,619	\$311,988	17.93%	2.01%
Construction Documents	\$383,649	\$190,584	\$574,233	32.99%	3.70%
Bidding	\$35,858	\$14,150	\$50,008	2.87%	0.32%
Construction Admin	\$232,407	\$167,371	\$399,778	22.97%	2.58%
Reimbursables	\$93,000	\$0	\$93,000	5.34%	0.60%
Murals	\$0	\$75,000	\$75,000	4.31%	0.48%
Totals	\$966,924	\$680,569	\$1,740,493	100.00%	11.22%

*Percent of project total is based on a \$15.5 million construction cost

RECOMMENDATION

It is recommended that the City Commission approve the contract as presented for execution by the City Manager and attested to by the City Clerk.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM - Planning Department

Date: 10 April 2013

To: Bogdan Vitas City Manager

From: Donald Leland Craig, AICP
Planning Director

Subject: Glynn Archer City Hall – Bender Architects Contract Analysis

Copy To: Mark Finigan, ACM, David Fernandez ACM and Doug Bradshaw , Sr. Project
Mgr.

Attachments: None

Reply Requested by: E-mail Acknowledgement

Message:

After concluding contract negotiations with the Bender Team , at Mark's suggestion I analyzed the contract with MBik2M for the design of the City Hall at Angela Street to check value for service expected in the design of the same type of building at the new site.

Obviously , there are significant differences between the two sites and the approaches applied to each to achieve the common goal – a new City Hall. At Angela Street the City Hall (26000 sf) and the Fire Station (7200 sf) were an integrated monolithic structure , sharing some common facilities and the approach was all new construction . At Glynn Archer the single purpose renovated space is larger at 35000 sf and the City is required to carefully re-purpose a 1923 school building, while maintaining existing school facilities on the same site. Further the contract expectations in the new case are different because of the knowledge gained from the process of designing the two buildings at Angela Street. Also given the City's concern with budgets for many upcoming projects, a more all- inclusive design/bid/build approach with Glynn Archer was chosen. Finally, City staff has realized it does not have the internal expertise to adequately manage and control the construction and cost control of projects currently conceived and planned. These concerns and deficiencies have been addressed in the proposed Bender contract.

Therefore , when one cursorily compares the Bender Design budget with MBIK2M design budget , incorrect conclusions can be drawn as to the relative seemingly cheaper cost of the MBIK2M contract ,

However, when one compares the services to be provided In the Bender contract with the Ingram (MBIK2M) contract a number of project critical services would be extras to the

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



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

Ingram contract , bringing into line the two contracts on an "apples for apples" basis. Listed below along with the cost represented by the Bender contract amounts are the services which would be extra services with the Ingram contract.

Ingram contract all inclusive - \$1,036,780
Bender contract all inclusive - \$1,740,493

Additional Service Fees to Ingram Contract

Construction Administration and close out	\$225,280
Interior FF&E	\$34,800
Constructability Analysis	\$21,800
CPM Project Scheduling/Cost Analysis	\$40,110
Enhanced LEED Commissioning	\$17,500
Energy Modeling for Sustainability	\$9,000
Acoustic/AV for Auditorium& Bldg.	\$74,450
As Built/As Installed Drawings	\$21,700
Selective Demolition/Bidding	\$49,200
Total	\$493,840

This analysis should be made available to the Commission, if asked.

AGREEMENT

Between

CITY OF KEY WEST

And

BENDER AND ASSOCIATES ARCHITECTS

For

ARCHITECTURAL SERVICES: KEY WEST CITY HALL

KEY WEST, FLORIDA

April 16, 2013

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY,"

AND

BENDER AND ASSOCIATES ARCHITECTS., a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

- 1.1. **Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ 13-001, CONSULTANT's Response to RFQ dated December 12, 2012, exhibits, and supplemental documents that are by this provision expressly incorporated herein by reference. Additionally, the representations contained in Bender & Associates April 8, 2013 twenty page correspondence to Doug Bradshaw attached hereto as exhibit "B" are incorporated herein.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein.
- 1.3. **Consultant:** The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the project.
- 1.6. **City:** City of Key West.

ARTICLE 2

PREAMBLE

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

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted and approved for this project authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 13-001 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from CONSULTANT dated December 12, 2012 incorporated by reference and made a part hereof.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and City staff selected by the City Manager, and this Agreement incorporates the results of such negotiations. (Attachment A)

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. CONSULTANT's services shall include but are not limited to the following in regard to the Agreement:
 - 3.1.1. Design of a new City Hall within the existing Glynn Archer School structure
 - 3.1.2. Bid and proposal development services
 - 3.1.3. Historic preservation, restoration, adaptation and conversion of historic office, municipal, educational, or cultural structures to new uses
 - 3.1.4. Permitting assistance
 - 3.1.5. Design of site amenities, landscape, and interior of buildings
 - 3.1.6. Design of buildings in accordance with section 255.2575(2) Florida Statute (Green Buildings/Construction)
 - 3.1.7. Conduct public awareness and input strategies
 - 3.1.8. Preparation of reports, schedules, cost estimates, green construction certifications, maintenance schedules and manuals and other information needed or requested by the CITY in considering development and maintenance strategies of the design.
 - 3.1.9. Contract/Construction oversight and closeout

- 3.2. CONSULTANT's services shall include Architectural design services, including building and structure design, general site design, consulting for facilities planning, surveying, permitting, preliminary and ongoing cost estimating, auto CAD services, on-site construction services, and any other lawful professional Architectural Services that the CONSULTANT is qualified to provide and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the project which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of scope is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in this AGREEMENT.
- 3.5. The CITY may make or approve changes within the general Scope of Services. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made.
- 3.6. The CONSULTANT shall begin services when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.
- 3.7. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.8. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions. Further, city may terminate this agreement for breach of such standards and pirsue any and all relief available.

- 3.9. CONSULTANT is required to perform the work consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the work. Where changes to any laws, codes or regulations affecting the work have an effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.
- 3.10. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction Consultants.
- 3.11. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction Consultant's RFQs or the actual cost to the CITY.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONSULTANT DAMAGES;

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

- 4.1. CONSULTANT shall perform the services described in this Agreement within the time periods specified.
- 4.2. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the work, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.3. In the event the Consultant fails to substantially complete the work on or before the substantial completion date specified in its agreement with CITY or if Consultant is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.

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

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

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

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

5.1.1.1. If the work timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.

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

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

5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

- 5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)

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

- 5.1.2.2. Hourly rates for the contract (CONSULTANT AND Subconsultants): See attached Attachment A.
- 5.1.2.3. A budgetary amount will be established for the work. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
- 5.1.2.4. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- 5.1.2.5. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2. REIMBURSABLES

- 5.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:
 - 5.2.1.1. Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
 - 5.2.1.2. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.
 - 5.2.1.3. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
 - 5.2.1.4. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement.
 - 5.2.1.5. Identifiable testing costs approved by Contract Administrator.
 - 5.2.1.6. All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Consultant.
- 5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent

of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

- 5.2.3. All subconsultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. Reimbursable subconsultant expenses are limited to the items in Paragraph 5.2.1 described above when the subconsultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings identifying type of work completed on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

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

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

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

5.4. METHOD OF PAYMENT

- 5.4.1. CITY shall pay CONSULTANT within forty-five- (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- 5.4.2. In the event CONSULTANT has utilized a Subconsultant in order to perform the work, CONSULTANT will be required to provide documentation that Subconsultant and Subconsultants of Subconsultants have been paid prior to payment being made to CONSULTANT.
- 5.4.3. Payment will be made to CONSULTANT at:

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

ARTICLE 6

CITY 'S RESPONSIBILITIES

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

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Work, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Work for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for other work.

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by CITY at any time.
- 7.2.2. Notice of termination shall be provided in accordance with paragraph 7.13 NOTICES of this Agreement.
- 7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

- 7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Work. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Work.
- 7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books,

records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

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

- 7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Consultants to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

- 7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Consultant, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a RFQ on a contract to provide any goods or services to CITY, may not submit a RFQ on a contract with CITY for the construction or repair of a public building or public work, may not submit RFQs on leases of real property to CITY, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold

amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

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

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

7.6. SUBCONSULTANTS

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make determination as to the capability of the subconsultant to perform properly under this Contract. The CITY's acceptance of a subconsultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of subconsultants. The list of subconsultants submitted and currently approved and hourly rates can be found in Attachment A.

7.7. ASSIGNMENT AND PERFORMANCE

7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.

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

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

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

7.8. INDEMNIFICATION OF CITY

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

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

7.9. INSURANCE

7.9.1. CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed suitable insurance as listed below

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

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

Professional Liability	\$2,000,000	Per Claim / Aggregate
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

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

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

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

If the work is being done on or near a navigable waterway, CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

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

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

CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key

West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Work will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Work shall be addressed.

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

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

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

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

7.12. CONSULTING TEAM

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

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

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

7.12.4. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at

its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

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

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

7.13. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

Attention: Doug Bradshaw
Engineering
City of Key West
3140 Flagler Ave
Key West, FL 33040

With Copies to:
City Manager
City Attorney
3128 Flagler Ave
Key West, FL 33040

FOR CONSULTANT:

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

7.14. TRUTH-IN-NEGOTIATION CERTIFICATE

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

7.15. INTERPRETATION

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

7.16. CONSULTANT'S STAFF

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

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

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

7.17. INDEPENDENT CONSULTANT

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

7.18. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a

claim against either of them based upon this Agreement. No subconsultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.19. CONFLICTS

7.19.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

7.20. CONTINGENCY FEE

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

7.21. WAIVER OF BREACH AND MATERIALITY

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

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

7.22. COMPLIANCE WITH LAWS

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

7.23. SEVERABILITY

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

7.24. JOINT PREPARATION

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

7.25. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.26. APPLICABLE LAW AND VENUE

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

7.27. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

Attachment A – CONSULTANT/Subconsultants’ Hourly Rates

Attachment B - Bender & Associates April 8, 2013 twenty page correspondence to Doug Bradshaw

7.28. COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

**REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

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

CITY



Cheryl Smith
Cheryl Smith, City Clerk
17th day of April, 2013

Bogdan Vitas, Jr.
Bogdan Vitas, Jr., City Manager
17th day of April, 2013

ATTEST:

By Daina D. Katubi

Daina D. Katubi
(Print Name)

8th day of APRIL, 2013

By Bert Bender
Bender and Associates Architects

BERT BENDER
(Print Name)

8th day of APRIL, 2013

ATTACHMENT A

SCOPE/FEE

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with RFQ, RFQ or Contract No. 13-001 for
Architectural Services:Key West City Hall

2. This sworn statement is submitted by Bender & Associates Architects, P.A.
(Name of entity submitting sworn statement)
whose business address is 410 Angela Street, Key West, FL 33040
and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0233075 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Bert Bender and my relationship to
(Please print name of individual signing)
the entity named above is Principal/President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any RFQ or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which RFQs or applies to RFQ on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature) December 10, 2012

(Date)

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Bert Bender who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 10th day of December, 2012.

My commission expires
NOTARY PUBLIC

[Signature]



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
) : SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of Bender & Associates Architects provides/offers benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

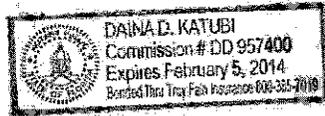
By: [Signature]
BERT BENDER
PRESIDENT

Sworn and subscribed before me this

10th day of December, 2012

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein RFQ will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
BERT BENDER

Sworn and subscribed before me this

10th day of December, 20 12.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: Zoraida Gonzalez PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS: zgonzalez@caffllc.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Bender & Associates Architects, P.A. 410 Angela Street Key West, FL 33040	INSURER A : Phoenix Insurance Co 25623 INSURER B : Travelers Indemnity Company 25658 INSURER C : Travelers Casualty and Surety Company of Americ INSURER D : RLI Insurance Company 13056 INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> GENERAL LIABILITY					6608178X318	2/10/2013	2/10/2014	EACH OCCURRENCE	\$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR							MED EXP (Any one person)	\$ 5,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC											
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					BA8179X155	2/10/2013	2/10/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO								BODILY INJURY (Per person)	\$		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				CUP3763T175	2/10/2013	2/10/2014	EACH OCCURRENCE	\$ 2,000,000		
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$ 2,000,000		
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$	10,000							\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					UB3704T808	2/10/2013	2/10/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input checked="" type="checkbox"/> N	N/A					E.L. EACH ACCIDENT	\$ 500,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below											
									E.L. DISEASE - EA EMPLOYEE	\$ 500,000		
D	Professional Liab					RDP0009594	2/10/2013	2/10/2014	Each Claim	2,000,000		
D	Claims-Made Basis					RDP0009594	2/10/2013	2/10/2014	Annual Aggregate	2,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability Retroactive Date 01/05/1993; Professional Liability Deductible \$15,000 Each Claim

Re: Key West City Hall at Glynn Archer

The City of Key West is an Additional Insured on the General, Auto & Umbrella Liability (following form); excluding Professional Services. General, Auto, Workers Compensation Liability and Umbrella (following form) contain a waiver of subrogation in favor of the additional insured. Insurance evidenced by this certificate shall be primary and non-contributory to that of the named additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Key West City Hall 3126 Flagler Avenue Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Crew F. Extension Of Coverage – Damage To Premises Rented To You G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion H. Medical Payments Limit I. Increased Supplementary Payments J. Additional Insured – Owner, Manager Or Lessor Of Premises K. Additional Insured – Lessor Of Leased Equipment L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> N. Additional Insured – Architect, Engineer Or Surveyor O. Who Is An Insured – Newly Acquired Or Formed Organizations P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess Q. Per Project General Aggregate Limit R. Knowledge And Notice Of Occurrence Or Offense S. Unintentional Omission T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement U. Amended Bodily Injury Definition V. Amended Insured Contract Definition – Railroad Easement W. Amended Property Damage Definition – Tangible Property X. Additional Definition – Contract or Agreement Requiring Insurance |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
 - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to **SECTION V – DEFINITIONS:**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE – GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>J. PERSONAL EFFECTS</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> <p>N. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|--|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**,

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1	Any "Auto"
2	Owned "Autos" Only Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos" Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured

contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are ac-

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by gov-

ernmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 - 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to

apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are ac-

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Leased worker" does not include a "temporary worker".

- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

COMMERCIAL AUTO

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 - P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT
THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU
EXECUTED THE CONTRACT BEFORE THE LOSS.**

ST ASSIGN:

ATTACHMENT A

SCOPE/FEE



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, EA p1:

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, EA c3: (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 HNGS	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
Construction Phase Services	25%	154,100
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.						
	12,100	12,100				
As Built Documents	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 weeks	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 Nicolaides 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 black ink, appearing to read "Bert L. Bender", with a long horizontal line 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

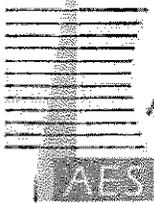
Principal	\$180
Staff Architect	\$140
Intern Architect	\$100
Administrative Support	\$ 80

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

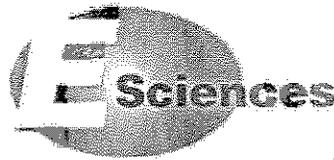


Atlantic Engineering Services

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

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



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

4800 S.W. 74th Court Phone (305) 270-9935 Fax (305) 685-8891 Miami, Florida 33155-4448 www.hnsgengineers.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

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@aespj.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 Chareite 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.....	\$ 2,650
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.

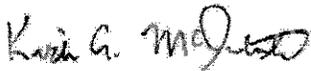
Bender and Associates Architects, P.A.
Glynn Archer School City Hall Conversion
Proposal For Geotechnical Engineering Evaluation

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 B. 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

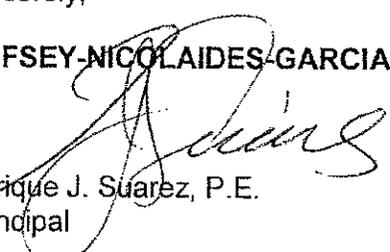
Hourly Rates for Additional Services

- **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.

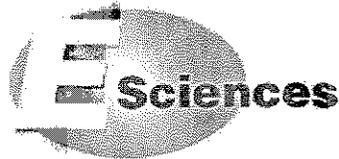


Enrique J. Suarez, P.E.
Principal

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



PEREZ ENGINEERING
& DEVELOPMENT, INC

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.**



Allen E. Perez, P.E.

BENDER & ASSOCIATES

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

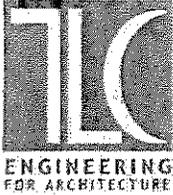
Preconstruction Administrator – 24 hours @ \$32.00 per/hr = \$768.00

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,

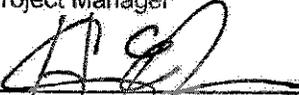
TLC ENGINEERING FOR ARCHITECTURE, INC.

BENDER & ASSOCIATES



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

Reviewed By:



H. Erick González, 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:

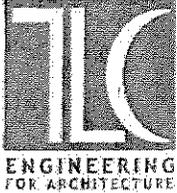
All documents (including electronic files) produced by TLC under this agreement shall remain the property of TLC and may not be used by the Client or any of the Client's other consultants, contractors, etc., for any other endeavor without the written consent of TLC.

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

Reviewed By:



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



H. Efick 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.

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.



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/tagging 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 EMI/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	\$6,638	\$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

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

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,



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 tress 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: Zoraida Gonzalez PHONE (A/C, No, Ext): (305) 822-7800 E-MAIL ADDRESS: zgonzalez@caffllc.com	FAX (A/C, No): (305) 362-2443	
	INSURER(S) AFFORDING COVERAGE		
INSURED Bender & Associates Architects, P.A. 410 Angela Street Key West, FL 33040	INSURER A : Phoenix Insurance Co		NAIC # 25623
	INSURER B : Travelers Indemnity Company		25658
	INSURER C : Travelers Casualty and Surety Company of Americ		
	INSURER D : RLI Insurance Company		13056
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	6608178X318	2/10/2013	2/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	BA8179X155	2/10/2013	2/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB	X	X	CUP3763T175	2/10/2013	2/10/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	UB3704T808	2/10/2013	2/10/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N						E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab		X	RDP0009594	2/10/2013	2/10/2014	Each Claim 2,000,000
D	Claims-Made Basis		X	RDP0009594	2/10/2013	2/10/2014	Annual Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability Retroactive Date 01/05/1993; Professional Liability Deductible \$15,000 Each Claim

Re: Key West City Hall at Glynn Archer

The City of Key West is an Additional Insured on the General, Auto & Umbrella Liability (following form); excluding Professional Services. General, Auto, Workers Compensation Liability and Umbrella (following form) contain a waiver of subrogation in favor of the additional insured. Insurance evidenced by this certificate shall be primary and non-contributory to that of the named additional insured.

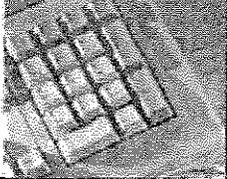
CERTIFICATE HOLDER City of Key West City Hall 3126 Flagler Avenue Key West, FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ATTACHMENT D

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:	COMPLEXITY GROUP - PERCENTAGE						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	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:

- 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
- 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
- LEED Consultation
- Graphic and Signage Design
- Special Code Reviews including ACHA
- Detailed Cost Estimates
- Documents Prepared For:
 - 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*
 - 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.

CH2M Hill Review of Original Proposal

Cost/Schedule Summary comments:

- Fee is based on \$15.5m construction cost
- Almost one year to design
- on complexity curve “Basic” fees could range from 6.41% (\$993,000) to 7.12% (\$1.104M) with the higher range calculated for a greater project complexity like laboratories and medical hospitals
- Construction Schedule:
 - Demolition 2 months
 - Construction 12 months
- Basic Fee distribution seems disproportionate with 65% allocated to the Architects, Prime and Associate
- Detail breakdown for expenses/reimbursable
 - Travel, subsistence, other cost per DMS
- Rather than a “cover letter style” provide a contract style summary list of inclusions, exclusions/assumptions
 - Structural list of exclusions was extensive, components and cladding services and other items will likely be needed to complete the project
- **MEP/FP** fee seems low, nice that MEP is being performed by one firm!
 - Assume Energy Management system is included
 - Assume lighting control system is included
- **LEED-TLC**
 - Owner prepares OPR...Is City Ok with that.
 - LEED Scorecard is provided by the owner...OK?
 - Relevant Equipment submittal should be provided by HNGS not the owner
 - Suggest deletion of item 5 Attachment B of modeling proposal. What is not identified?
- **Perez** - Civil fee seemed real low
 - Assume roadway curb cuts and permitting assistance is included.
- **Traf Tech**
 - 32K\$ seems excessive and typically part of the Civil fee, may be why the civil fee is low
 - Task 1 \$9500 to Collect Data seems high
 - Task 3 Parking Evaluation, is this necessary?
 - After the city spends \$32K for the this effort, then what and what is real benefit?
- **Biltmore**

- Cost estimating, scheduling and constructability review is typically part of the Architects responsibility and fees, interesting that a GC is part of the Team and 60K\$ seems excessive
- Will Biltmore be allowed to bid on the project or does their effort exclude them from the process? Seems they would have an advantage over other bidders
- **EE&G**
 - Assume all the testing is complete and results identified
 - Task 2, will abatement really take 32 days x 10hour days? Seems excessive.
- **KM**
 - Acoustical, AV and Low Voltage
 - Suggest this scope be scrubbed and determine if everything is really needed
 - IT, telecom, Voice Data can sometimes be handled by City staff

Other items for consideration:

- We didn't really see Benders specific scope of services as PM or AOR.
 - Assume Bender will oversee the project; be responsible for QC of sub-consultants work.
 - Team is geographically diverse and management, coordination will be difficult. Bender should identify a talented, experienced PM who will assume responsibility for this complex task of coordination and QA/QC.
 - Per DMS recommendations, assume AIA B141 agreement between owner and architect will be used for Terms and Conditions or Owners Standard agreement and all T&C will roll down to the subs
 - T&C should identify limits of liability and consequential damages, insurance and risk required per City standards, prime and sub consultants
- Separate proposal by each discipline is helpful to understand individual roles and responsibilities, however for final contract, as prime, and per DMS guidelines Bender should provide one comprehensive summarized proposal with detailed task and sub task including:
 - Breakdown of hours by task and each individual for each phase to include at a minimum:
 - Basis of Design Booklet/Programming
 - a. Cost estimate
 - b. Products/list of materials proposed
 - c. Specification list
 - d. Cost Estimate
 - e. Schedule/Phasing Plan
 - f. Asbestos Lead Survey and Abatement Plan
 - g. LEED Checklist
 - Schematic, DD's, CD's, Permitting, Bidding and Construction services

- a. Identify Deliverables for each task/sub-task
 - b. Assume deliverables will be hard copies and electronic deliverables in Auto-Cad 2010 per owner standards
- Construction services
- a. Pre-Con Meeting
 - b. Shop Drawing Review
 - c. RFI's
 - d. Review/prep of Change orders/ Proposal Request
 - e. Review of Pay Applications
 - f. Periodic Inspections, number of visits summarized in tabulation form by Sub, easy for City to understand
 - g. Attendance of Progress Meetings by discipline
 - h. Substantial/Final Inspection
 - i. As Built/Record Drawing Preparation
 - j. Commissioning, Project Certification
 - k. Project Closeout, Warranty Tracking, Equipment Manual and owner Training on use of equipment
 - l. One Year walk thru Inspection

Bender's Mar. 21,'13 Add'l Breakdown comments:

- It does not break out the 30%/60%/90% design documents. Per the DMS Guide.
- Some of the numbers don't add up.
 - Demo package CDs; 18 shts @ 32 hrs =576hrs not 256.
 - 50/50 CD Split; Team Mtg/ Admin Support; 30wks @ 2 hrs = 60hrs not 120hrs unless more than one person.
 - 50/50/Split Bidding; 10wks @ 4hrs/wk=40 not 80
 - C/A support; 52wks @ 3hrs=156hrs.....
- Basically the proposal should follow the DMS Guide & identify what Bender & MCH roles & responsibilities will be.

CH2M Hill Review of Original Proposal

Cost/Schedule Summary comments:

- Fee is based on \$15.5m construction cost
- Almost one year to design
- on complexity curve “Basic” fees could range from 6.41% (\$993,000) to 7.12% (\$1.104M) with the higher range calculated for a greater project complexity like laboratories and medical hospitals
- Construction Schedule:
 - Demolition 2 months
 - Construction 12 months
- Basic Fee distribution seems disproportionate with 65% allocated to the Architects, Prime and Associate
- Detail breakdown for expenses/reimbursable
 - Travel, subsistence, other cost per DMS
- Rather than a “cover letter style” provide a contract style summary list of inclusions, exclusions/assumptions
 - Structural list of exclusions was extensive, components and cladding services and other items will likely be needed to complete the project
- **MEP/FP** fee seems low, nice that MEP is being performed by one firm!
 - Assume Energy Management system is included
 - Assume lighting control system is included
- **LEED-TLC**
 - Owner prepares OPR...Is City Ok with that.
 - LEED Scorecard is provided by the owner...OK?
 - Relevant Equipment submittal should be provided by HNGS not the owner
 - Suggest deletion of item 5 Attachment B of modeling proposal. What is not identified?
- **Perez** - Civil fee seemed real low
 - Assume roadway curb cuts and permitting assistance is included.
- **Traf Tech**
 - 32K\$ seems excessive and typically part of the Civil fee, may be why the civil fee is low
 - Task 1 \$9500 to Collect Data seems high
 - Task 3 Parking Evaluation, is this necessary?
 - After the city spends \$32K for the this effort, then what and what is real benefit?
- **Biltmore**

- Cost estimating, scheduling and constructability review is typically part of the Architects responsibility and fees, interesting that a GC is part of the Team and 60K\$ seems excessive
- Will Biltmore be allowed to bid on the project or does their effort exclude them from the process? Seems they would have an advantage over other bidders
- **EE&G**
 - Assume all the testing is complete and results identified
 - Task 2, will abatement really take 32 days x 10hour days? Seems excessive.
- **KM**
 - Acoustical, AV and Low Voltage
 - Suggest this scope be scrubbed and determine if everything is really needed
 - IT, telecom, Voice Data can sometimes be handled by City staff

Other items for consideration:

- We didn't really see Benders specific scope of services as PM or AOR.
 - Assume Bender will oversee the project; be responsible for QC of sub-consultants work.
 - Team is geographically diverse and management, coordination will be difficult. Bender should identify a talented, experienced PM who will assume responsibility for this complex task of coordination and QA/QC.
 - Per DMS recommendations, assume AIA B141 agreement between owner and architect will be used for Terms and Conditions or Owners Standard agreement and all T&C will roll down to the subs
 - T&C should identify limits of liability and consequential damages, insurance and risk required per City standards, prime and sub consultants
- Separate proposal by each discipline is helpful to understand individual roles and responsibilities, however for final contract, as prime, and per DMS guidelines Bender should provide one comprehensive summarized proposal with detailed task and sub task including:
 - Breakdown of hours by task and each individual for each phase to include at a minimum:
 - Basis of Design Booklet/Programming
 - a. Cost estimate
 - b. Products/list of materials proposed
 - c. Specification list
 - d. Cost Estimate
 - e. Schedule/Phasing Plan
 - f. Asbestos Lead Survey and Abatement Plan
 - g. LEED Checklist
 - Schematic, DD's, CD's, Permitting, Bidding and Construction services

- a. Identify Deliverables for each task/sub-task
- b. Assume deliverables will be hard copies and electronic deliverables in Auto-Cad 2010 per owner standards
- Construction services
 - a. Pre-Con Meeting
 - b. Shop Drawing Review
 - c. RFI's
 - d. Review/prep of Change orders/ Proposal Request
 - e. Review of Pay Applications
 - f. Periodic Inspections, number of visits summarized in tabulation form by Sub, easy for City to understand
 - g. Attendance of Progress Meetings by discipline
 - h. Substantial/Final Inspection
 - i. As Built/Record Drawing Preparation
 - j. Commissioning, Project Certification
 - k. Project Closeout, Warranty Tracking, Equipment Manual and owner Training on use of equipment
 - l. One Year walk thru Inspection

Bender's Mar. 21,'13 Add'l Breakdown comments:

- It does not break out the 30%/60%/90% design documents. Per the DMS Guide.
- Some of the numbers don't add up.
 - Demo package CDs; 18 shts @ 32 hrs =576hrs not 256.
 - 50/50 CD Split; Team Mtg/ Admin Support; 30wks @ 2 hrs = 60hrs not 120hrs unless more than one person.
 - 50/50/Split Bidding; 10wks @ 4hrs/wk=40 not 80
 - C/A support; 52wks @ 3hrs=156hrs.....
- Basically the proposal should follow the DMS Guide & identify what Bender & MCH roles & responsibilities will be.