

RESOLUTION NO. 15-229

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING UNDER THE GENERAL ARCHITECTURAL SERVICES CONTRACT WITH BENDER & ASSOCIATES ARCHITECTS, P.A., A TASK ORDER FOR ARCHITECTURAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE FREDERICK DOUGLASS BAND ROOM IN AN AMOUNT NOT TO EXCEED \$35,500.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 14-307, the City Commission approved a three year contract for General Architectural Services with Bender & Associates Architects, P.A.; and

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

Section 1: That the attached task order between the City and Bender & Associates Architects, P.A., for Architectural Engineering Design Services associated with the Frederick Douglass Band Room, is hereby approved in an amount not to exceed \$35,500.00.

Section 2: That funds are budgeted for FY 14-15 in account 101-7201-572-6200 (PR1102).

Section 3: 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 7th day of July, 2015.

Authenticated by the presiding officer and Clerk of the Commission on July 8, 2015.

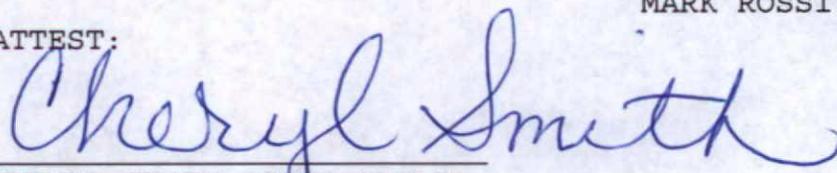
Filed with the Clerk July 8, 2015.

Mayor Craig Cates	<u>Absent</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>



MARK ROSSI, VICE MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041 (305) 809-3883

MEMORANDUM

TO: Jim Scholl, City Manager
FROM: Jim Bouquet, P.E., Director of Engineering
DATE: June 5, 2015
RE: Task Order for Architectural Engineering Design Services associated with the Frederick Douglass Band Room

ACTION STATEMENT:

Resolution approving a Task Order to Bender and Associates Architects, P.A. for Architectural Engineering and Design Services associated with the renovations to the Frederick Douglass Band in the amount of \$35,500. Authorize City Manager to execute Task Order.

BACKGROUND:

The Frederick Douglass Community Band Room building was constructed using traditional masonry block and poured, steel-reinforced concrete structural elements. The building has deteriorated due to spalling and water intrusion. The City desires to structurally stabilize the building and "white box" the interior to prepare the structure for future development following end-use determination.

The City of Key West has a General Architectural Services Agreement with Bender and Associates Architects, P.A. (Bender) as authorized by Resolution 14-307. The Scope of Work and deliverables for this Task Order are as follows:

- Update the existing Engineer's report on structural condition and recommend repair strategies.
- Prepare construction and permitting plans including construction specifications for:
 - Removal of all interior partition walls.
 - Removal of electrical and plumbing fixtures.
 - Replacement of exterior doors.
 - Infilling concrete masonry unit (CMU block) associated with bay doors and windows.
 - Repairing/replacing structural elements of building elements deemed deficient.
 - Repair of roofing.

Key to the Caribbean - Average yearly temperature 77°

- Replacement of HVAC systems.
- Prepare a construction cost estimate.

Contractors will be solicited using an invitation to bid (ITB) document prepared by City staff and incorporating Bender's Task Order deliverables.

PURPOSE AND JUSTIFICATION:

Approval of the Task Order for Frederick Douglass Band Room Structural Repairs aligns with elements of several stated goals of the City's Strategic Plan:

- Infrastructure Goal #4 – Long term sustainability of the City's hard assets.
- Culture Goal #1 – Identification and promotion of the "unique" character of Key West.

FINANCIAL ISSUES

Upon Commission approval, existing budgeted funds will be allocated from the FY2014-2015 budget, Account 101-7201-572-6200 (Project PR1102), for issuance of a Purchase Order to Bender in the amount of **\$35,500**.

RECOMMENDATION

Staff recommends approval of the Task Order to Bender and Associates Architects, P.A. for the design and preparation of construction and permitting plans for renovations to the Frederick Douglass Community Band Room in the amount of \$35,500. This resolution will authorize City Manager to execute the Task Order.

RESOLUTION NO. 14-307

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING AND AWARDING CONTRACTS ON A TASK ORDER BASIS FOR GENERAL ARCHITECTURAL SERVICES IN RESPONSE TO RFQ NO. 14-002; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a request for Qualifications for firms capable of providing general architectural services; and

WHEREAS, a ranking committee composed of city staff reviewed the seven (7) responses to the RFQ for a General Architectural Services Consultant, and determined that five (5) firms are particularly qualified, and the City wishes to engage each one on a Task Order basis;

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

Section 1: That the top five responses in response to RFQ No. 14-002, for general architectural services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Synalovski Romanik Saye
- (2) Bermello Ajamil and Partners, Inc.
- (3) William P. Horn Architect, P.A.
- (4) Bender and Associates, Architects, P.A.
- (5) AMEC

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts on a task-order basis with each of the five top-ranked companies, upon advice and consent of the City Attorney.

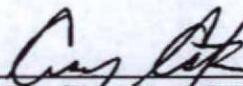
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held
this 21st day of October, 2014.

Authenticated by the Presiding Officer and Clerk of the
Commission on 22nd day of October, 2014.

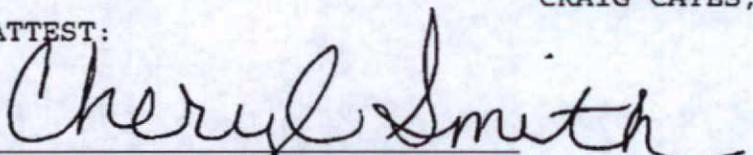
Filed with the Clerk on October 22, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Absent</u>
Commissioner Billy Wardlow	<u>No</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>No</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



March 27, 2015
Revised June 10, 2015

Mr. Devon Steckly, Sr. Project Manager
City of Key West
3132 Flagler Avenue
Key West, FL 33040

RE Douglass Band Room Concrete Repairs

Dear Devon,

Thank you for asking us to assist you with the concrete repairs at the Douglass Band Room. As I understand your request, the City of Key West wants to repair the spalling concrete, address any other structural issues, and mitigate mold throughout the building. The City has requested a "white box" approach, meaning that all interior finishes are to be demolished, leaving the structural shell, to be built back at a future date for an as yet unspecified use.

The scope of work for the architectural design services, from your letter of March 10, 2015, includes the following.

- "1. Removing all building interior finishes, thus exposing all building structural elements
2. Removing all exterior door and window systems
3. Removing mezzanine located HVAC
4. Infilling all exterior bay door and window openings with concrete masonry units
5. Removing and replacing entire cast-in-place concrete tie-beam, cornice, and frieze
6. Removing and replacing the sections of cast-in-place concrete columns identified by Chen Moore and United Engineering structural assessment as requiring full depth repairs
7. Repairing sections of cast-in-place concrete column identified by Chen Moore and United Engineering structural assessment as requiring partial depth repairs
8. Repairing roof disturbed by cornice replacement
9. Furnishing and installing new HVAC air handlers at floor level and new condensers at building exterior. New HVAC system should be of equal capacity as existing system.
10. Construction expenditure estimate for above items."

The City envisions my preparation of a construction drawing set complete with adequate contractor notes for construction in lieu of technical specifications. The City will prepare the bid documents and conduct bid period services.

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1547
Facsimile (305) 296-2727
Florida license AAC002022
www.BenderArchitects.com

The following clarifications to the above scope items are taken from our e-mail correspondence of March 11, 2015.

Item 1: Does "Removing all interior finishes..." include all plumbing fixtures and rough plumbing? I assume that waste lines below the floor slab will just be abandoned in place and capped. When all of the electrical fixtures, devices, and rough electric is removed, do you want any temporary electric put back, i.e., a convenience receptacle and temporary lighting? **Plumbing - rough-in to remain in place through abandoning and capping existing piping. Electrical Service - remove all electrical fixtures/receptacles/switches with feeders to electrical panel board. Existing electrical panel board to remain in-place and provide electrical service to new HVAC, convenience receptacle, and temporary lighting.**

Item 2: When all doors and windows are removed, will anything be put back? If not, how do you want to secure the building, i.e., a temporary system such as plywood or do you have plans for new infill systems? **Temporary wood coverings over openings required only during demolition/construction phases until completing CMU infill and new front door installation. (?should consider adding emergency egress door?)** We will provide an emergency egress door if needed.

Item 4: Confirming our phone conference, "infilling exterior bay door and window openings" refers to the 3 garage doors only and not any swinging doors. "Windows" refers to those in the garage auto bay only. Please clarify or confirm. **CMU infill installation at all exterior wall openings created through performing Item 6 with exception to front door opening. This item intends installing CMU infill as a replacement to all existing windows, all existing wood infill, and all existing garage doors.**

Item 9: Will the new HVAC system also include ductwork and registers? **No ductwork or registers.** Also, is there a preferred location or should I just set it on the floor in a convenient location? **Convenient location selection to be concurred with City.**

The following items and services are specifically noted.

1. We will engage a structural engineering consultant. In accordance with Items 6 and 7 above, we will review the Chen Moore and United Engineering documents but will not rely on them for construction.
2. Due to the minor nature of electrical, i.e., temporary lighting only, we will not engage the services of an M.E.P consultant.
3. A book specification will not be provided. We will provide Specifications and notes on the Drawings.
4. We will not make submittals or presentation to regulatory boards, including, but not limited to, the Planning Commission, the HARC Board or the FEMA coordinator. The City will make all submissions and represent them before the appropriate Board.
5. Permitting or bidding assistance is not a part of this proposal.
6. Site work is not a part of this contract. All existing driveways and curb cuts will remain in their current condition.

Fees are estimated as follows:

Task Description	Project Manager	Staff Architect	Intern Architect	Admin. Assistant
Assemble & review all documents and reports	5			3
Prepare AutoCAD base drawings from 1999 documents			16	
Field condition assessment	5		5	
Construction documents (5 sheets @ 20 hours each)	5		95	
Specifications & notes on Drawings	10		5	
Redlines, coordination, sign & seal permit sets	10			2
Total Hours	35		121	5
\$/hour	\$180	\$140	\$100	\$80
Labor cost	\$6,300		\$12,100	\$400
Total B&A Labor Cost	\$18,800			
Atlantic Engineering: x 1.1	\$13,750			
Total Professional Fees	\$32,550			

Reimbursable expenses for printing and similar expenses are estimated at \$450 to be added to the above fee. In addition, we will be reimbursed for expenses for Mark Keister's travel related costs and concrete testing, estimated at \$2,500. Based on the above methodology, **I propose a lump sum fixed fee of \$33,000 including basic reimbursable expenses**, for all services as described above, plus \$2,500 for engineering related expenses based on verifiable receipts for a **total estimated project cost of \$35,500.**

Please call if you have any questions.

I look forward to working with you.

Sincerely,



Bert L. Bender, Architect

BLB/ddk



**ATLANTIC
ENGINEERING
SERVICES**

6501 Arlington Expy.
Building B, Suite 201
Jacksonville, FL 32211
PH: 904.743.4633
FX: 904.725.9295
jax@aespj.com
www.aespj.com

June 10, 2015

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

Re: Douglass Band Room - Structural Repairs
Petronia Street @ Fort Street
Key West, Florida

Project: #315-118

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 several e-mails from you on May 2, 2015; Structural Assessment Report prepared by Chen-Moore and United Engineering, Inc. dated August 28, 2014; Structural Repair drawings prepared by Chen-Moore and Juan Fuentes, P.E. dated November 27, 2014, and Renovation and Adaptive Use Plans prepared by Bender & Associates Architects, dated July 21, 1999.

The Douglass Band Room is a one-story, former band building of approximately 3,700 square feet, with a "T" shape in plan with a mechanical mezzanine. The structure consists of a steel framed roof supported by perimeter CMU walls with concrete tie beams and columns. It is my understanding that there is extensive concrete spalling and corroded reinforcing, cracked concrete and corroded steel, open-web joists. It is the owners wish to rehabilitate and stabilize the structure.

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, one (1) day site visit to observe and record the existing structural conditions. Our site visit will include a visual sounding survey of exposed areas to determine the extent, location and estimated quantities of deterioration of the structure. Some demolition will be required.
- 3) Outline a testing program to be performed by an independent testing agency and to evaluate the findings of the testing. The testing company will be retained by the owner or will be included as project expenses.
- 4) In the Construction Documents (CD Phase), based on the site visit, testing and review of the existing documents, perform structural analysis and design and prepare CD Phase structural repair drawings setting forth in detail the structural requirements of the project.
- 5) In the CD Phase, prepare the structural sections of the contract specifications. You will provide the preferred format for inclusion by AES. You will prepare the final printing of the contract specifications.



The total fee for the above services 1) through 5) shall be Fifteen Thousand Eight Hundred Dollars (\$15,000.00) with estimated expenses, and is broken down as follows:

One Day Field Survey with Travel Time	\$ 4,900.00	
Construction Documents	\$ 7,600.00	PROFESSIONAL FEES \$12,500
Estimated Testing (Carbonation and Chloride Testing)	\$ 1,000.00	REIMBURSABLE EXPENSES
Estimated Expenses	\$ 1,500.00	
Total	\$15,000.00	

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	\$160.00/hour
Senior Project Engineer/Senior Project Manager	\$136.00/hour
Project Engineer/Project Manager	\$120.00/hour
Engineer/Structural Designer	\$109.00/hour
CADD/BIM Technician	\$ 85.00/hour
Administrative	\$ 58.00/hour
Construction Site Visits	\$3,600.00/ per visit – with expenses (One Day & Night)
Expenses	1.0 times cost

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

- Providing SD and/or DD documentation.
- Attending meetings with potential contractors.
- Responding to contractor inquiries prior to the awarding of the contract to a contractor.
- Making more than one, one (1) day investigative site visit.
- Making construction site visits.
- Making revisions to the drawings, specifications, or other documents after approval of information from the Architect.
- Providing Opinions of Probable Cost.
- Providing for the design of reinforcement or repairs to existing structures because of discovered conditions where existing structure to remain is found to be non-compliant with applicable building codes.
- Development of alternate framing schemes on Construction Documents for comparative pricing.
- Providing redesign services for Contractor's proposed design modifications or for Contractor's proposed substitutions for materials or structural systems.
- Preparation of component and/or cladding design which is normally provided by the manufacturer such as cold-formed framing or curtainwall framing.
- 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.
- Shop drawing review.

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 or a boat and flotation equipment along with the costs of an operator or other construction personnel to install, erect or operate this equipment shall be billed as project expenses and are not included in the fees indicated above. Printing costs for incidental printing for in-house use shall be borne by AES. Printing of full sets of contract documents at milestones of the project such as Design Development, Contract Documents, Bid Sets, and Permit Sets shall be either provided by you or the costs of those printings shall be reimbursable to AES.

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; stationary access scaffolding and ladders.

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.

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 One Million Dollars (\$1,000,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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.
Principal

MJK/drg

ACCEPTED BY

Client Signature

Printed Name and Title

Date