

RESOLUTION NO. R-CRA-2022-62

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE AN AUTHORIZATION TO PROCEED WITH SONG & ASSOCIATES, INC. TO PROVIDE ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE KEATING PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$94,873.00.

WHEREAS, Keating Park is located at 2500 South Ocean Drive and is a beachfront park in Hollywood's South Beach area; and

WHEREAS, the current restroom facility was built in 1978 and the building is outdated with localized structural deficiencies, which require repairs; and

WHEREAS, in September of 2021, Kimley-Horn and Associates ("Kimley-Horn"), a national team of licensed structural engineers, was hired to complete an assessment as part of their professional engineering services under the Phase IV Streetscape and SR A1A project pursuant to Resolution No. R-CRA-2019-09; and

WHEREAS, the assessment report completed by Kimley-Horn concluded that the building should be closed pending structural shoring and repairs; and

WHEREAS, on March 2, 2022, the Community Redevelopment Agency ("CRA") Board instructed CRA staff to investigate the cost and feasibility of either building a new restroom or renovating the existing restroom facility, pavilion structure, and park masterplan; and

WHEREAS, on March 2, 2022, pursuant to Resolution No. R-CRA-2022-08, the CRA Board authorized appropriate CRA officials to negotiate and execute contracts with five Architectural and Engineering firms selected to provide Architectural and Engineering services for the CRA, including Song & Associates, Inc. ("Song & Associates"); and

WHEREAS, CRA staff requested a proposal from Song & Associates for structural shoring, schematic design contract documents for renovating the existing restroom facility, pavilion structure, and the over all Keating Park Masterplan ("Keating Park Project"); and

WHEREAS, CRA staff, City staff, Song & Associates, and Song & Associate's consultant worked together to refine the schematic design for the restroom facility and

pavilion renovation along with the park masterplan related to the Keating Park Project; and

WHEREAS, on September 7, 2022, CRA staff and Song & Associates presented an update to the CRA Board with the schematic design proposal for the restroom facility and pavilion renovation along with the park masterplan for the Keating Park Project, and staff was instructed to refine the design and return with an update once the project was ready to move to the construction document phase; and

WHEREAS, CRA staff requested a proposal from Song & Associates for construction documents and construction administration services for the restroom facility and pavilion renovation along with the park masterplan related to the Keating Park Project; and

WHEREAS, Song & Associates provided the CRA with a proposal in the amount of \$94,873.00 to perform professional consulting services associated with the project; and

WHEREAS, funding for this project is available in account number 163.639901.55200.563010.001234.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it authorizes the execution, by the appropriate CRA officials, of an Authorization to Proceed with Song & Associates, Inc., together with such non-material changes as may be subsequently agreed to by the Executive Director of the CRA and approved as to form and legal sufficiency by the CRA's General Counsel.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

AUTHORIZATION TO EXECUTE AN AUTHORIZATION TO PROCEED WITH SONG & ASSOCIATES, INC. TO PROVIDE ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE KEATING PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$94,873.00.

PASSED AND ADOPTED this 7th day of December, 2022.

ATTEST:



PHYLLIS LEWIS, BOARD SECRETARY

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY



JOSH LEVY, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the Hollywood, Florida Community
Redevelopment Agency only.


DOUGLAS R. GONZALES
GENERAL COUNSEL



Song and Associates Inc.
1545 Centrepark Dr. North
West Palm Beach, FL 33401
T: 561.655.2423

September 28th, 2022
Revised October 4th, 2022.

Via Email

Mr. Christopher Crocitto
Project Manager
Hollywood Community Redevelopment Agency
1948 Harrison Street
Hollywood, FL 33020

RE: **Professional Design Services Fee Proposal**
PHASE IV at Keating Park – Architectural / Engineering Full Services
Design Development Through CA
Restroom Pavilion Renovation + New Dog Park

Dear Mr. Crocitto:

Song + Associates is pleased to provide this Proposal for your review and approval for the Full Architectural / Engineering Design Services for the Renovation of the Keating Park Restroom Pavilion / Dog Park and the addition of a new Dog Park. As authorized by the CRA following the September 7th, 2022, Board presentation, Song and Associates will provide Full Architectural & Engineering Services to develop the design from DD through Construction Administration for the renovation of the Keating Park including the Restroom Pavilion and new Dog Park including adjacent landscaped areas.



PHASE IV – SCOPE OF WORK

During this Phase of the project, we will be developing the approved Schematic Design Documents and providing Full Architectural and Engineering Design Services from DD through CA.



CONSULTANTS

We will be engaging the services of SGM Engineers for the MEP requirements and the services of the Jezerinac Group for the Structural Engineering requirements. Both firms have an extensive history of working with our firm and have extensive experience on similar projects. They based their proposals on our schematic submission. We

are attaching their proposals for your review. We also include the necessary time to coordinate with the CRA's

retained cost consultants, the Bosh Group Inc.

1. PROJECT UNDERSTANDING

Song + Associates understands the project objectives to include the Renovation of the existing restroom pavilion and adjacent landscaped area including the Dog Park as identified in our Schematic Design Package submitted, presented, and approved on September 7th, 2022.

2. INFORMATION GATHERING.

- Complete any additional onsite information gathering for all trades.
- Field measurement confirmation of existing spaces impacted by the new renovation.
- On site coordination with consultants on the project requirements to determine all impacts to their respective trades including Architectural, MEP, Structural and Civil requirements.
- Confirmation and investigation of existing infrastructure to determine the impacts, if any, that the proposed improvements will have on the existing infrastructure based on current codes.
- Code investigation pertaining to life safety requirements during and after construction is complete.

3. DESIGN DEVELOPMENT DOCUMENTS 35%

- Demolition drawings depicting areas and/or components required selective demolition for all disciplines. Plans will include demolition of existing components such as steps, slabs, footings, walls, railings, MEP components etc. deemed to be in conflict with the newly proposed design work.
- 35% development of the design included architectural plans, elevations, sections, and typical wall sections to further demonstrate the proposed design modification to the existing Restroom Pavilion and related site.
- Provisions for all new ADA complaint designs including site access.
- 35% complete construction documents to illustrate all requirements including MEP components such as venting, exhaust requirements, plumbing modifications related to the current codes. Electrical level plans will be provided to illustrate all power requirements and lighting.
- The consultants will provide all preliminary load calculations. The consultant will analyze the total electrical load demand of the new design and confirm that the existing service can accommodate the new design. It is anticipated that the existing service will be able to handle the anticipated loads required by the improvements. If the new expansion requires a new electrical service, the consultant will inform the CRA.
- Structural engineering will include the required design to overcome the current structural deficiencies noted at the existing columns and roof slabs as per the Jezerinac Report. The structural engineer will further develop the structural design as necessary for the proposed metal roof system.
- The civil engineer will provide 30% level design documents to accommodate the impacts of the new proposed modifications including landscaped areas and the new Dog Park. The work will include storm water mitigation strategies such as grade adjustments, exterior site infrastructure etc. required to meet current codes.
- 30% level drawings for the modification and or expansion of the existing irrigation system including controls.
- Development of preliminary Phasing Strategies in discussion with the CRA to facilitate the construction of the new proposed design in this occupied site. This will include coordination with the Parking Lot design consultant and the CM as directed by the CRA.
- Formal submission will be made to CRA for review and approval.
- Coordination and budget alignment will be done during this stage with the Bosh Group to make sure that the project cost is well managed. Will incorporate any agreed upon suggested cost savings measures as approved by the CRA.

4. CONSTRUCTION DOCUMENTS- 100%. Upon approval of the 35% submission, we will proceed with the 100% construction document phase.

- 100% Demolition Drawings depicting areas and/or components that require selective demolition will be developed for all disciplines. All structural requirements for temporary and permanent support will be identified, if needed. Plans will include demolition of all existing components in conflict with the new design including steps, slabs, footings, walls, MEP components underground utility lines, site related items etc.
- Phasing Drawings will include indicating areas of work and sequence of construction events in coordination with the CRA and their selected CM. Access to the Beach Front will be provided. Final coordination with the Parking Lot designer will also take place.
- 100% Contract Documents will include architectural plans, elevations, sections, reflected ceiling plans, wall sections, life safety plans, finish schedules, door schedules and details as necessary to provide a complete set of construction documents that best describes the design intent for the architectural discipline for the proposed modifications.
- Final Life Safety and Egress plans will be included in the 100% submission to the CRA.
- 100% MEP Construction Documents will be submitted. This will include final requirements for venting and exhaust related to the new restroom design, power/electrical requirements, plumbing requirements etc.
- Final load requirements for all trades including layout plans and schedules will be provided by the consultants. The consultant will finalize the total electrical load demand of the renovations including site to confirm that the existing facility has sufficient capacity to accommodate the new design. It is anticipated that the existing panel and service will handle the loads required by the new design. If the new design requires a new electrical service, the consultant will inform the CRA immediately.
- 100% Structural Design Drawings will be submitted.
- 100% Contract Documents will be submitted for the renovation modifications including related site work.
- Final phasing requirements will be included to facilitate the construction of the project in this occupied facility.
- 100% Construction Specifications will be prepared and submitted for CRA's review and approval.
- Final coordination and budget alignment will be done during this stage with the Bosh Group to make sure that the project cost is fully aligned. Will incorporate any agreed upon suggested cost savings measures as approved by the CRA.
- A 100% submission will be made to the Building Department to obtain approval for construction and subsequent filing by the contractor.
- Will incorporate and amend drawings as required to satisfy all comments from the Building Department, the CRA and the CM.
- The final 100% ready to bid documents will be submitted to the CRA and the CM.

5. PERMITTING + BIDDING / ADDENDA + CONSTRUCTION ADMINISTRATION

A. PERMITTING + BIDDING / ADDENDA

- Issue ready to bid 100% documents for review and permitting by the Building Department and other pertinent jurisdictions.
- Respond to all comments.
- Respond to Contractor / Bidder questions and RFI's.
- Issue revised documents required by Addenda items.
- Review and evaluate Bidder's qualifications when requested.
- Provide a conformed set of documents incorporating Building Department and Bidding comments including Addenda items.

6. CONSTRUCTION ADMINISTRATION

- Provide responses to Contractor RFI's during the Construction process
- Review and process shop drawings
- Attend OAC construction progress coordination meetings, twice a month for a maximum of 8 months. Assume each meeting lasts approximately 1.5 hours per meeting. Issue one Field Observation Report a month. Perform a final site visit at the completion of the project coinciding with the punch list to evaluate the completed construction.
- Issue one comprehensive Punch List and confirm execution prior to approving final payment.
- Obtain as built information from contractor and issue as built drawings indicating any modifications made to the contract documents.
- Review contractor's payment applications and certifications.
- Issue Certificates for Substantial completion after punch list items have been completed.
- CA Phase is estimated to take no more than 8 months from the CRA's issued NTP to the contractor. This includes project close out as required by the CRA.

7. PROFESSIONAL FEES:

S+A will provide the above Professional Services for a **Lump Sum Fee of \$94,873.00** (Ninety-Four Thousand Eight Hundred and Seventy-Three Dollars and no Cents). See breakdown of services below and refer to attached annotated engineer's proposals for scope and fees.

SCOPE PHASE	Song + Assoc. ARCHITECS	SGM MEP Eng.	Jezerinac Group STRUCTURAL	CIVIL ENG's	TOTAL Cost with Consultants
1. 35% DD Documents	\$12,540.00	\$3,735.00	\$2,900.00	\$4,500.00	\$23,675.00
2. 100% Const. Docs.	\$21,540.00	\$7,000.00	\$4,250.00	\$5,500.00	\$38,290.00
3. Permitting Process	\$3144.00	\$500.00	\$250.00	\$2,000.00	\$5,114.00
4. Bid, Addenda & Award	\$3,014.00	\$500.00	\$250.00	\$1,250.00	\$4,614.00
5. CA Services - 8 months	\$17,600.00	\$1,200.00	\$1200.00	\$2000.00	\$22,000.00
TOTAL PROPOSED FEE	\$57,838.00	\$12,935.00	\$8,850.00	\$15,250.00	\$94,873.00

	SONG AND ASSOCIATES HOURS WORK PLAN						TOTAL LOADED COST BY PHASE
	Principal / Architect	Architect	Interior Designer	Cad Technician	Constr. Admin.	QA/QC Sr. Architect	
Des. Development	8	20	20	40	0	8	\$12,540.00
100% CD Phase	16	40	18	80	4	10	\$21,540.00
Permitting	6	8	0	8	0	0	\$3,144.00
Bid & Addenda	4	8	2	8	0	0	\$3,014.00
Construction Adm.	4	0	0	12	116	0	\$17,600.00
TOTAL HOURS	38	76	40	148	120	18	
TOTAL LOADED COST	\$7,600.00	\$11,248.00	\$5,400.00	\$14,060.00	\$16,200.00	\$3,330.00	\$57,838.00

➤ **FEE APPORTIONMENT:**

All Services will be invoiced based on the completed and CRA's accepted deliverables for each of the milestones as follows.

- a) 35% DD Submission - **\$23,675.00**
- b) 100% CD Submission - **\$38,290.00**
- c) Permitting Process - **\$5114.00**
- d) Bid and Addenda and Award - **\$4,614.00**
- e) Construction Administration - **\$22,000.00**

Invoices to be submitted based on the percentage of construction work completed as per the CM's payment requisitions. The construction period is estimated to take between 6 to 8 months maximum.

TOTAL FEE = \$94,873.00

8. TIME OF SERVICES:

We are available to start work immediately upon receipt of written authorization to proceed (P.O.) from the Hollywood Beach CRA. We estimate **our design work** to be completed within a period of 4-months from the day authorized to proceed by the CRA.

We believe that the entire project including permitting, and construction will take between 12 to 14 months to complete from the day we received the notice to proceed from the CRA. See the proposed Milestone Project Schedule below.

KEATING PARK IMPROVEMENT PROJECT – Hollywood Beach CRA – PROPOSED PROJECT SCHEDULE									
TASKS	2022				2023				
	September	October	November	December	January	February	March	April	April 25th through Dec. 31
Proposal Submitted per the CRA's Request -- September 28/22	★								
Design Development Submission (Includes 2 weeks CRA review)									
100% Submission to the CRA (Includes 3 weeks CRA review)									
Building Department Approval Process (4 weeks)									
Bid & Addendum Process									
Negotiations + Board Approval to Award									
NTP to Proceed into Construction								★	
Construction Period (includes punch list and close out)									
TOTAL PROJECT DURATION (early finish Oct. 23 / late finish Dec.	TOTAL PROJECTED PROJECT DURATION - 12 to 14								

9. ADDITIONAL SERVICES:

Additional services not included in this proposal but offered by this design team for Owner consideration include:

1. Destructive testing, as necessary.
2. Geotechnical Consultant / Borings
3. Site Survey
4. Percolation Test
5. Environmental Design Services
6. Pile Design if needed.
7. Additional construction administration time beyond the 32 weeks included in the base services.
8. Design services outside the boundaries of the areas identified other than minor patching and painting.

9. Hazardous material design and abatement.
10. All other related services **specifically not included** under the scope of work of this proposal.

10. OWNER RESPONSIBILITIES

The owner (Hollywood Beach CRA) will provide the Architect with any available documentation and as-built drawings in Portable Document File (PDF) format and/or AutoCAD electronic form.

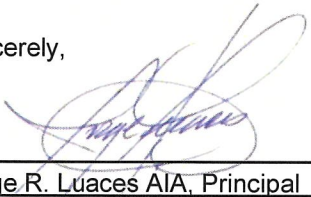
11. REIMBURSABLES

We will provide all Electronic Submissions to the CRA and to the Building Department for approval and permitting. All submissions to the Construction Manager will also be done electronically. We understand that the cost of travelling to and from the site for limited OAC meetings is included in our fees and should not exceed a maximum of one meeting every two weeks for the duration of construction. Any additional reimbursable cost will be invoiced to the CRA only when directed by the CRA in writing.

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the Hollywood CRA in the space provided below. The return of a signed copy of this Proposal to our office together with the appropriate Purchase Order will serve as an agreement between the parties and as a Notice to Proceed.

We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Jorge R. Luaces AIA, Principal

cc:

Ms. Susan Goldberg – Deputy Director / Hollywood CRA
Ms. Sarita Shamah, P.E. Senior Project Manager / Hollywood CRA
Emma Luaces, Accounting
S+A Principals
Project Files

Hollywood Beach CRA

Accepted By: _____ Title: _____

Print Name: _____ Date: _____



SONG + ASSOCIATES, INC.

Hourly Rate Schedule

2022

Prepared for the City of Hollywood CRA

Principal	\$ 200.00
Sr. Architect	\$ 185.00
Sr. Project Manager	\$ 165.00
Sr. Designer	\$ 165.00
Sr. Planner/ Programmer	\$ 165.00
Architect	\$ 148.00
Project Manager	\$ 135.00
Interior Designer	\$ 135.00
Construction Administrator	\$ 135.00
Planner/ Programmer	\$ 125.00
Project Coordinator/ Job Captain	\$ 125.00
CAD/ BIM Technician	\$ 95.00
Administration/Clerical	\$ 65.00

Song + Associates, Inc.

Architecture • Planning • Interior Design
AA003165 / IB0001095

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T: 561.655.2423 F: 561.655.1482

American Institute of Architects / NCARB

September 8th , 2022

Jorge R. Luaces AIA, NCARB
Principal
Song + Associates, Inc.
Architecture • Planning • Interior Design
1545 Centrepark Drive North
West Palm Beach, Florida 33401
T: 561.655.2423 Mobile: 305. 726.7211
E: jluaces@songandassociates.com
www.songandassociates.com

Reference: Proposal # 2022-4XX Hollywood Beach CRA - Keating Park

Dear Jorge,

It is our pleasure to provide A/E design services for the above referenced project. We understand the project to be the following scope:

1) Project Description

- a. Initial visit to review site conditions.
- b. Electrical Design pavilion needs.
- c. Electrical Design for exterior lighting for our site only.
- d. Plumbing reconfiguration for pavilion + water line to exterior drinking fountains including the one at the Dog Park.
- e. Exhaust as needed for the restrooms. These pavilions are typical ventilated through the use of louvers but we are not sure if this will be enough.
- f. Standard CA assistance including 4 Field visits.

Pricing

Billing Category	Hours Required	Hourly Billing Rate	Total
Principal in Charge	0	\$140	\$0
Project Manager	10	\$125	\$1,250
Senior Engineer	45	\$95	\$4,275
Engineer	55	\$85	\$4,675
SR Designer	30	\$80	\$2,400
Construction Administrator	10	\$95	\$950
		TOTAL FEE	\$13,550

Deliverables.

- Construction Documents signed and sealed for permit. Up to 6 copies.
- Site visit report / Punch lists

I trust this provides you with all the information you require. If you need any additional information or would like the scope modified, please feel free to contact us.

Sincerely,

Bobby Shahnam, PE, CxA, LEED® AP BD+C

President

bobby@sgmengineering.com

www.sgmengineering.com

407-767-5188 (tel) 407-767-5772 (fax) 407-920-0896 (mobile)



September 23, 2022

Mr. Jorge Luaces AIA, NCARB
Principal
Song + Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, FL 33401
Via email: jlucases@songandassociates.com

REFERENCE: Keating Park Renovations
Hollywood, FL
PROPOSAL FOR STRUCTURAL DESIGN SERVICES

Dear Mr. Luaces,

Thank you for inviting Jezerinac Group, PLLC to provide this proposal to Song + Associates, Inc. (the Client) for structural engineering services in relation to Keating Park Renovations (the Project).

Jezerinac Group, PLLC (JG) is a firm that specializes in delivering sophisticated structural engineering services to Architects, Builders, Owners, and their Representatives. The firm was founded by Ronald M. Jezerinac, P.E., S.E., an accomplished structural engineer with over twenty years of experience. Ron has practiced almost his entire career in South Florida and has led some of the most demanding projects from modest architectural statements to iconic sport's facilities to very large-scale commercial and residential mixed-use projects. Since its inception in 2014, the firm has grown rapidly and currently serves a multitude of well-respected high-profile architects, owners, and contractors on a multitude of public and privately funded projects in the commercial, residential, hospitality, industrial, educational, religious, healthcare, and sports and entertainment markets.

The following paragraphs outline our understanding of the project, our proposed scope, and the proposed fee structure.

I. Project Description

Our fee proposal is based on information provided to us in Client's emails dated **September 1, 2022**, which included a project description, schedule, and conceptual presentation. To summarize in general terms, the project consists of renovation an existing, approximately 1,200 SF single story restroom building. The structural scope includes the following.

- Repairs of the existing structural cracks at the columns.
- Repairs to the existing spalling of the underside of the concrete roof slab.
- Provide reinforcement as needed to accommodate any roof exhaust fans if needed.
- Provide reinforcement of the exterior masonry wall as required to accommodate new openings.
- Provide steel framework design to form and support the proposed standing metal roof.

II. Scope of Services

Our scope of services will be as provided in Exhibit A Basic Scope of Services – Structural Design attached.

III. Schedule



Our proposal is based on a 4.5-month design schedule and a 6-month construction schedule for the primary structural frame.

IV. Fees

We propose to perform the above Scope of Services for the Lump Sum Fees listed below plus reimbursable expenses as defined by AIA B104.

• Design Development	\$3,000.00
• Construction Documents	\$4,500.00
• Construction Administration	\$1,800.00

For this project, we anticipate reimbursable expenses to include local travel, printing, and courier fees. For budgeting purposes, we estimate their total cost not to exceed **\$300.00**.

V. Payment

We will invoice the Client monthly for fees and expenses. Amounts due will be proportional to the completion of the phases described in Section IIV. Payment is due per the terms provided within Exhibit C, Standard Conditions. Jezerinac Group reserves the right to suspend or terminate services should payment fail to comply with these terms.

VI. Additional Services

Should we be requested to perform services outside our Basic Scope of Services, as outlined in Exhibit A, we will make a request for additional fees in writing. We will proceed with the additional services only upon approval by the Client. Additional services will be rendered on an hourly basis per the rates that are shown within Exhibit B - Billing Rates unless a negotiated lump sum is mutually agreed upon.

VII. Standard Conditions

We will perform all services in accordance with Exhibit C, Standard Conditions. Should Client elect to enter into an AIA Architect/Consultant Agreement or other Agreement, we will expect that these mutually beneficial terms are included within. This Proposal Letter in combination with its Exhibits represents our entire agreement.

Again, we would like to thank you for this opportunity and look forward to your favorable response to our proposal and are ready to get started.

Very Truly Yours,

JEZERINAC GROUP, PLLC

Accepted by: Song + Associates, Inc.



(signature)

(printed)

William John Raiola, P.E., S.E.
Principal

(date)



EXHIBIT A

Basic Scope of Services – Structural Design

In general, our Basic Scope of Services includes the analysis and design of the primary structural frame and the secondary framing that supports the building enclosure. Documentation will include general notes, plans, sections, details, and specifications. The design of select systems will be delegated to the general contractor or subcontractor's engineer. In these cases, our documents will include adequate performance criteria and we will review their work to ensure that all loads are delivered to the primary structural frame as intended. We will attend periodic design, coordination, and construction meetings in which the primary focus is the building structure. Meetings will be attended in person or via teleconference depending on subject matter and availability of technology. During construction, we will review submittals and respond to inquiries related to the structure and will visit the site periodically to observe construction. See sections below for further explanation of activities per phase. Note that the Consultant will not proceed into any subsequent phase without written direction to do so.

Design Development

- Select and develop the chosen structural scheme.
- Prepare Design Development level drawings. This includes defining member proportions of depth and width via plan notes, elevations, or schedules allowing the Architect, Construction Professionals, and other Design Consultants to coordinate with the structure. This includes further development of the General Notes, finalization of design loads, Foundation Plans, elevated Framing Plans, elevations of Lateral Load Resisting System, Building Sections, and Typical Details.

Construction Documents

- Issue drawings to the Building Department for Permit including General Notes, Wind Pressure Diagrams, full and partial Framing Plans, Framing Elevations, Building Sections, Member Schedules, and Details.
- Perform periodic in-house Quality Assurance Reviews.
- Provide up to 3 signed and sealed copies of the drawings to the Building Department.
- Respond to and revise documents as required for up to 2 rounds of comments by the building department.
- If commissioned by Owner, assist Peer Reviewer in understanding design intent of the Project. Respond to comments made by Peer reviewer. Issue required changes concurrently with Building Department Comments.

Construction Administration

- Assist Construction Professionals in evaluating bids and proposals.
- Attend pre-construction conferences in person or via telephone before major structural sub-contractors commence work.
- Respond to written and verbal requests for clarification. When in writing, responses are to be transmitted electronically.
- Review submittals required by Construction Documents. All reviewed drawings are to be marked up and transmitted electronically.
- Review Testing and Special Inspection Reports. Testing and Inspection services to be procured by the Owner under a separate contract.
- Visit the site during the construction of the primary structural frame and the secondary framing that supports the building enclosure. The purpose of site visits is to observe construction progress and to assess general conformance with the design intent of the building. Site visits are not intended to be exhaustive and do not relieve Special Inspector of their sole responsibility to ensure that the building is being constructed per the Construction Documents.





EXHIBIT A

Basic Scope of Services – Structural Design

- Provide Record Set of structural drawings. This includes compiling all changes and additions made to Construction Documents during construction.

Further Clarifications to Scope

The following items are specifically excluded from our Scope of Services:

- Attendance of meetings in which the building structure is not the primary focus of the meeting. This includes multi-disciplinary meetings where discussion of the structure is limited.
- Opinions and estimates of Cost of Work. The owner shall retain a qualified Construction Professional to perform such services.
- The design of structural elements outside of the building footprint. This is including but not limited to site retaining walls, planter walls, spa and pool structures, signage walls, signage support, sidewalks, flag, and light poles and their supports.
- Design and detailing of non-structural elements including waterproofing systems, ceiling framing, non-load-bearing partitions, and MEP supports including ceiling hangars and rooftop curbs.
- Surveying and documenting existing conditions.
- Issuance of drawings to owner, architect, contractor, or building department in excess of the issuances described in the preceding sections.
- Revisions to work that has already been completed and approved.
- Services made necessary by deficient construction or by default of any contractor.





EXHIBIT B

2022 Billing Rates

TITLE	HOURLY BILLING RATE
Senior Principal / President	\$230.00
Principal / Vice President	\$180.00
Associate Principal	\$170.00
Senior Associate	\$160.00
Associate	\$145.00
Senior Project Engineer	\$135.00
Project Engineer	\$120.00
Senior Engineer	\$105.00
Engineer	\$95.00
Certified Building Inspector	\$105.00
Building Information Modeler Manager	\$135.00
Senior Building Information Modeler	\$105.00
Building Information Modeler	\$75.00
Administrative Support Staff	\$65.00
Intern	\$55.00

*Rates are effective through December 31, 2022





EXHIBIT C

Standard Conditions – Architect and Consultant

1. These Standard Conditions, along with the Proposal Letter and its referenced Exhibits, represent the entire and integrated agreement between the Architect and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant (Jezerinac Group, PLLC).
2. The portion of the Project for which the Consultant shall provide services is defined in the Proposal Letter along with its referenced exhibits and is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project.
3. To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern. To make this Article valid, Architect shall provide a fully executed copy of that agreement to Consultant prior to the execution of any Architect-Consultant Agreement.
4. Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.
5. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
6. The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.
7. The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect. Should the project schedule be adjusted causing a material change to its staffing plan, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 8.
8. The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project. The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.
9. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization.
10. The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.
11. For purposes of this Agreement, the Cost of the Work is defined as set forth in AIA B101. If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work. Should the project require redesign, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 9.
12. Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.
13. The Architect and the Consultant shall not make changes in each other's Instruments of Service without the written permission of the other party.





EXHIBIT C

Standard Conditions – Architect and Consultant

14. The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement.
15. The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement.
16. The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents. Should the Architect request these services, the Consultant shall be entitled to additional fees for services rendered per Article 9.
17. **CONSULTANT SHALL ONLY BE LIABLE TO PAY DAMAGES TO ARCHITECT ARISING OUT OF OR IN CONNECTION WITH THIS PORTION OF THE PROJECT, TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED BY, AND ARE IN PROPORTION TO, THE NEGLIGENCE OF, OR BREACH OF THE STANDARD OF CARE BY, CONSULTANT. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY, INCLUDING THE PROJECT OWNER AND ANY CONTRACTOR, SUBCONTRACTOR, VENDOR OR MATERIAL SUPPLIER, AGAINST EITHER THE ARCHITECT OR CONSULTANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO PERSONAL LIABILITY ON THE PART OF THE OWNERS, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS OR EMPLOYEES OF CONSULTANT OR ANY OF ITS AFFILIATES OR ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE SERVICES OR ANY OF THE TERMS, COVENANTS, OBLIGATIONS, AND CONDITIONS OF THIS AGREEMENT.**
18. Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect." If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.
19. It is expressly understood and agreed that, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the aggregate total of Consultant's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by Consultant for services rendered on the project and in no case greater than the proceeds of Consultant's Professional Liability Insurance Policy.
20. Except as otherwise provided below, the Architect or Consultant may terminate this Agreement with a 30-day notice. In the case of Consultant termination, Consultant shall be paid for its services rendered to date.
21. This Agreement shall be governed by the Florida Law unless the venue is otherwise provided in the Prime Agreement.
22. The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.
23. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.
24. Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.





EXHIBIT C

Standard Conditions – Architect and Consultant

25. If the Consultant or Architect receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
26. The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project.
27. The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.
28. Payments to the Consultant shall be made within 10 days after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner that are attributable to the Consultant's services rendered and Reimbursable Expenses incurred. Consultant reserves the right to stop work or withhold deliverables should Consultant be unable to collect prompt payment.

