

LETTER OF AGREEMENT

“Agreement”

July 23, 2019

City of Hollywood (“Client”)
Department of Development Services
PO Box 229045
Hollywood, FL 33022-9045
Attn: Luis Lopez, P.E.
City Engineer
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PROJECT AND DESCRIPTION

Re: Art and Culture Center/Hollywood Phase 1 Expansion - Arts Education Facility

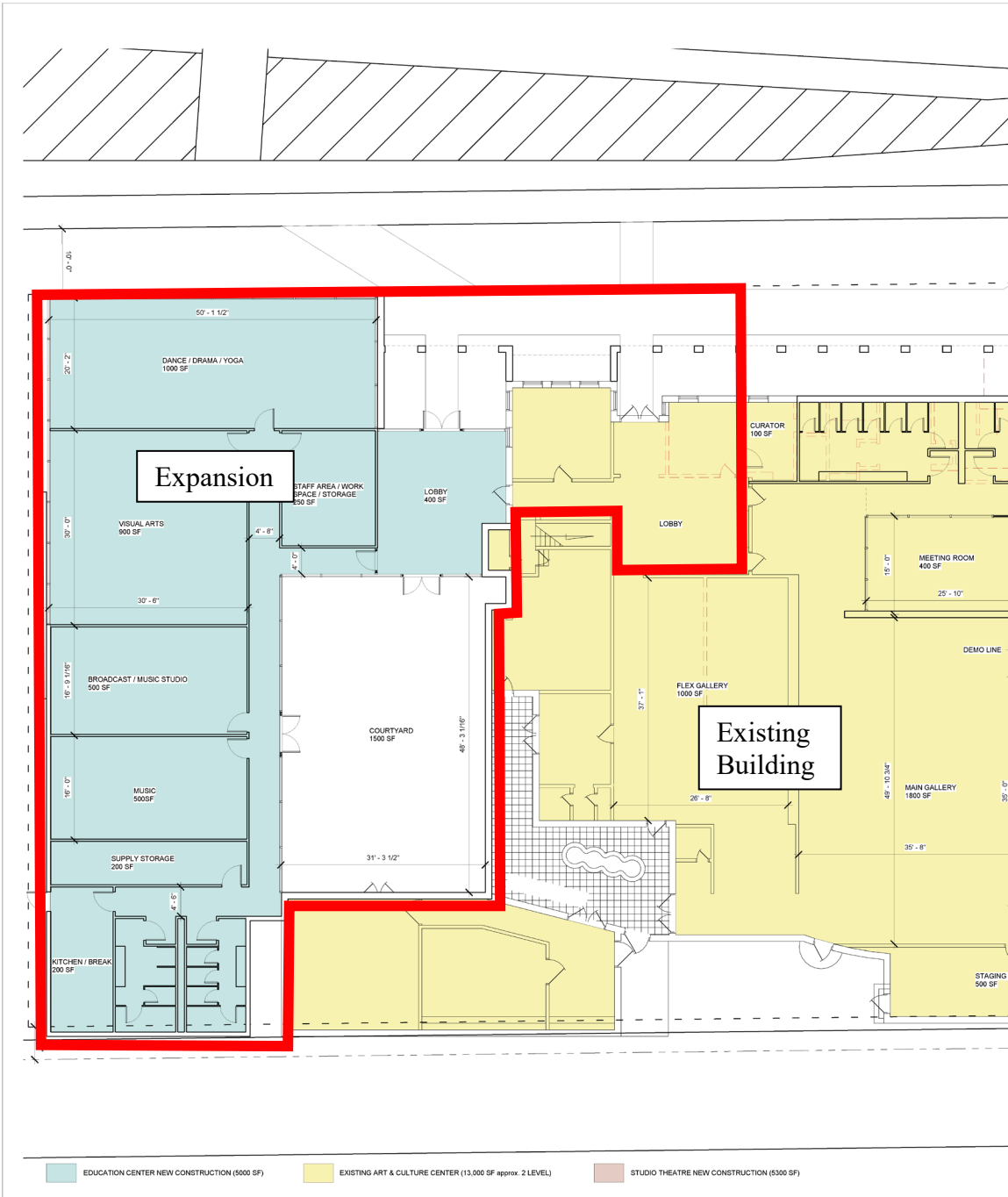
1650 Harrison Street
Hollywood, FL 33020

The following proposal is for Architectural Services of the Phase 1 expansion of a new Arts Education facility at the Art and Culture Center/Hollywood. This is the first phase of a two-phase expansion project per the documents provided by the City of Hollywood on 15 May 2019. The Phase 1 expansion at 1650 Harrison Street includes a 5000SF facility with dance/drama/yoga studio, visual arts studio, broadcast/music studio, music studio, and storage/restroom facilities, as well as a 1500SF courtyard. A general site/floor plan is included on the following page which depicts the expansion of the existing building. Although our scope of services would be limited to Phase 1, considerations regarding site plan development of Phase 2 will need to be considered in order to facilitate future onsite improvements. Phase 2 scope will be limited to Conceptual Package for Site Plan Approval whereas Phase 1 will be developed as a full service.

SERVICES

Brooks + Scarpa Architects will provide architectural services to develop Basic Services for Phase 1-Arts Education Expansion as outlined herein. The services for this project are based on a preliminary design package provided by the City of Hollywood on 15 May 2019. Brooks + Scarpa Architects, Inc. (“Architect”) shall provide the Basic Services (“Services”) set forth as follows:

Project Area—Site/Floor Plan



1. – Architect will provide design and construction documents services for architectural, landscape architectural, structural, mechanical, electrical and plumbing drawings for a 5000SF Arts Education Expansion with programmatic element, associated on-site parking and 1500SF courtyard as shown in schematic site/floor plan for the Art and Culture Center/Hollywood above. Total construction cost is estimated at roughly \$1,975,000.

2. – Architect will provide design and construction document services for civil engineering drawings for Phase 1. Site planning services, which include Phase 2, for the entire 1.2 acre campus will be considered at a conceptual level for Site Plan Approval purposes.

3. - Architect will provide an ALTA site survey of the entire 1.2-acre campus.

The following consultants shall be included in the Services:

Surveying
Structural (excluding shoring engineer)
Mechanical Engineer
Electrical Engineer
Plumbing Engineer
Civil Engineer
Landscape Architect
Geotechnical Engineering

All other consultants shall be employed directly by the owner, or by the Architect as a reimbursable expense.

SCHEMATIC DESIGN PHASE

1. The Architect shall provide Schematic Design Documents based on the mutually agreed upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Based on the mutually agreed upon program and requirements from the Preliminary Space Planning, the Architect will prepare, for approval by the Client, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the project components:

Schematic site planning ideas showing the possibility of siting strategies and layout of floor plans, elevations and schematic material finishes.

Floor plans at 1/8"=1' 0" with sections and elevations. This includes up to three minor revisions and/or variations.

2. Design Reviews, Historical Review, Site Planning, Architectural Review Boards and any other Planning and Zoning reviews are included.
3. Sketch models are included as part of the services provided but any finish models shall be provided as an additional service.
4. Computer generated images of the proposed design. Up to three maximum.
5. Two community meetings are included as part of these services.

DESIGN DEVELOPMENT PLANNING APPROVAL PHASE

The Architect shall provide Design Development Documents based on the approved Schematic Design Documents, and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project 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.

Based on the approved Schematic Design Documents and any adjustments authorized by the Client in the program, schedule or construction budget, the Design Architect shall prepare, for approval by the Client, Design Development Documents consisting of the following:

1. Drawings and other documents to fix and describe the size and character of the Project as to architectural materials and such other elements as may be appropriate.
2. Floor Plans, elevations, and sections at 1/4" = 1'-0" in CADD format for translation into construction documents.
3. Preliminary material specifications for the project.
4. Review of building systems, including Structural, Mechanical/Electrical/Plumbing, and any other specialized conditions.
5. Provide estimate of probable Construction Cost at 90% of this phase.
6. Value engineering as appropriate. Value engineering is not a part of the scope of work in subsequent phases.

CONSTRUCTION DOCUMENT PHASE

The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the project.

1. The Architect shall advise the Client of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
2. The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
3. The Construction Documents are a record of the Project. It is the responsibility of the Client to review these drawings and specifications and submit in writing to the Architect within thirty days of the completion of such documents and prior to signing the Construction Contract with the General Contractor any items inconsistent with the Client's requirements. Lack of written notification to the Architect from the Client shall deem the Project approved and final.

4. Plan check, including Building and Safety, Public Works, Traffic, Planning and Zoning and any other City Department reviews are included.

BIDDING PHASE

1. The Architect, following the Client's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Client in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
2. The Architect shall assist the Client in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Client and Contractor.
3. The Architect shall assist the contractor for any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

CONSTRUCTION PHASE – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

The Architect's responsibility to provide Basic Services for the Construction Phase under the Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to Client of the final Certificate for Payment or 360 calendar days from the execution of the Construction Contract.

1. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Client and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.
2. The Architect shall be a representative of and shall advise and consult with the Client, (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Client's direction from time to time during the correction period described in the contract for Construction. The Architect shall have authority to act on behalf of the Client only to the extent provided in this Agreement unless otherwise modified by written instrument.
3. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Client and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect shall keep the Client informed of the progress and general quality of the Work. (*More extensive site representation may be agreed to as an Additional Service, as described below*).
4. Architect shall not evaluate, nor have control over the means, methods techniques, sequencing, or procedures for construction as such is the sole responsibility of the contractor.
5. Site inspections and/or meetings during the construction period will be performed by Architect during the course of construction.

6. Changes to the work described in the Design Development Phase during this phase will be charged on an hourly basis per the fee schedule.
7. This phase is limited to a 12-month construction period, whichever is the least, commencing at the earlier of either the issuance of a permit for construction or with the mobilization of the contractor and terminates at the earlier of either the issuance to the Client for the final Certificate for Payment or sixty days after substantial completion.
8. Architect does not guarantee the performance of, nor shall Architect have responsibility for the acts or omissions of the Client, General Contractor, sub-contractors, material suppliers or any other third party furnishing materials or performing any work on the Project.

ADDITIONAL SERVICES

Any and all services not specifically identified as a Basic Service as set forth above, shall be deemed an Additional Service. Compensation for Additional Services shall be in addition to Architect's Fee and shall be calculated pursuant to the Fee Schedule set forth below unless otherwise expressly stated herein. Additional Services may include, without limitation, the following:

1. Providing analyses of the Client's needs, and programming the requirements of the Project.
2. Providing financial feasibility or other special studies.
3. Providing planning surveys, site evaluations or comparative studies of prospective sites.
4. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
5. Providing services relative to future facilities, systems and equipment, including exterior building maintenance and window washing systems.
6. Providing services to investigate existing conditions or facilities or to make measured drawings thereof. Architect is not responsible for determining the historic nature or potential historic nature of any existing structure on Owner's property, whether the structure is to be removed, relocated or retained as a part of the new Project.
7. Providing services to verify the accuracy of drawings or other information furnished by the Client.
8. Providing coordination of construction performed by separate contractors or by the Client's own forces and coordination of services required in connection with construction performed and equipment supplied by the Client.
9. Providing detailed quantity surveys or inventories of material, equipment and labor.
10. Providing analyses of owning and operating costs.
11. Providing interior design and other similar services required for or in connection with the design, selection, procurement or installation of furniture, furnishings and related equipment and cabinetry other than kitchen, bathrooms, standard furniture for programmatic elements and key feature walls.

12. Providing services for planning tenant or rental spaces.
13. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
14. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
15. Providing services after issuance to the Client of the final Certificate for Payment or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
16. Providing services of consultants for other than portions of the Project provided as a part of Basic Services. Surveying, Civil, Geotechnical, Landscape, Structural, Mechanical, Electrical and Plumbing engineering are part of this Agreement, all other services are not part of this agreement.
17. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Architectural and Engineering practice.
18. Providing Value Engineering in any phase subsequent to the Design Development Phase.
19. Brooks + Scarpa will provide an Architectural Model for an additional cost of five thousand five hundred dollars (\$5,500.00).
20. Furniture design and acquisition (if required) will be charged at products direct cost plus architects hourly fee to either design and/or acquire such said products and a 15% mark-up on the direct cost. There is no furniture design expected in this Project.
21. Modifications and changes to Services previously completed or performed out of phase.

CLIENT'S RESPONSIBILITIES / OTHER COSTS

The Client will provide to the Architect the following:

1. A building project program, indicating size, number and type of rooms and any other special requirements at the beginning of the Schematic Design Phase.
2. As-built drawings of the existing structure, including plans, elevations and sections with dimensions.
3. All legal documents pertaining to land use, CC and R's, and all other agency and community restrictions affecting the said property, if necessary.
4. Any documents, drawings, renderings, models and any other items or services required for discretionary permits, reviews and approvals, including but not limited to, Architectural Review, Zoning Approvals, Conditional Use permits, Variance approvals, Administrative Approvals, Environmental Impact Reports CEQA Submittals, Commission Approvals and approval other than described in this proposal.
5. All permits and all associated fees.
6. Any consultants not specifically stated in this agreement, including but not limited to Special Lighting Consultants and Acoustical, are not part of this agreement.

7. Services of HVAC, plumbing or electrical contractor(s) (if required) to obtain necessary information on existing HVAC and plumbing systems such as underground plumbing lines, above ceiling plumbing and condenser water lines, ductwork, etc. not readily visible.
8. Life cycle cost analysis.
9. Any costs of an Environmental Impact Report and associated costs if an Environmental Impact Report is required.
10. The Architect shall be entitled to rely on the accuracy and completeness of all information and documents provided by client.
11. Services of an Exterior Building Maintenance and Window Washing Consultant, including design of this system per OSHA requirements.

FEE SCHEDULE

We propose that the Basic Services of (Architectural Services) as described above will be a part of the **lump sum fee in the amount of: Two hundred fifty thousand dollars (\$250,000.00) as follows:**

- Phase 1 Arts Education Center Expansion – \$212,000.00
- Phase 1& 2 Site Planning Conceptual Package – \$21,000.00
- ALTA Survey – \$12,000.00
- Geotechnical Report, Soil Borings, and Percolation Test – \$5,000.00

SCHEDULE OF BILLING

Billing of Fee is on a 30-day cycle for the Services completed for the previous 30-day period and shall be proportional to the Services completed for the phase in which the Services were performed. The schedule of billing shall occur as follows:

Schematic design	16% of fee
Design development	22% of fee
Construction documents	45% of fee
Bidding	2% of fee
Construction Administration*	15% of fee

* Construction Administration is considered complete at issuance of certificate of occupancy or whenever a Client, tenant and/or owner occupy a space in the building or begins to move in personal belongings, whichever is sooner, but no later than sixty days after substantial completion.

REIMBURSABLE EXPENSES

1. All reimbursable expenses require prior approval.
2. Blueprints and all reproductions shall be reimbursed as per contract.
3. As-built building drawings including plans and sections in CADD format of the existing


considered and/or selected building space.

4. All consultants retained by the Architect will have a fifteen (15) percent surcharge added to the cost of their services unless specifically included as part of the Basic Services as indicated in “Services” above. The Client shall retain all other consultants.
5. All permit fees and any other fees required for the project will be paid by Client.
6. Services for the design and/or acquisition of any furniture or free-standing elements.
7. Inventory of existing furniture and the preparation of relocation plans, including the coordination and placement for moving.

CONDITIONS OF SERVICE

1. The Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the client’s budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. Unless noted otherwise in this Agreement, cost estimates shall be provided at the completion of schematic design and design development only. The Architect cannot and does not warrant or represent that the project schedule or negotiated schedule will not vary from the client’s time frame for the Project or from any estimated time for completion of the Project and/or the Services of the Architect. This includes pre-construction and construction schedules. Should the client require cost estimates and time schedules that are reliable it is the responsibility of the client to employ the services of an independent consultant for such purposes.
2. The drawings, specifications, plans, and all other documents prepared by Architect for this Project (“Instruments of Service”) are solely for use with respect to this Project. Architect is deemed the author and owner of the Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights, in the Instruments of Service. Upon execution of this agreement and provided that Client complies with all obligations under this Agreement, including the prompt payment of all sums due Architect, Architect grants Client a temporary non-exclusive license to use the Instruments of Service solely for the purpose of constructing, using, and maintaining this Project. Client shall not assign or transfer this license without the prior written consent of Architect. Any breach of this agreement by Client shall terminate this license in the sole discretion of Architect. No other license or right is deemed granted or implied under this agreement. Client shall not use the Instruments of Service for any future alterations or additions to this Project, or for any other reason on any other project, without the prior written consent of Architect. Any unauthorized use of the Instruments of Service shall be at Client’s sole risk and without any liability to Architect. Client shall indemnify, defend, and hold Architect harmless from any and all claims, causes of action, demands, damages, losses and expenses (including reasonable attorneys’ fees) relating to or arising out of Client’s unauthorized use of the Instruments of Service on this Project or any other project.
3. Any services that are verbally agreed to by both parties, outside of, in addition to, and/or beyond the scope of this Agreement shall be deemed an Additional Service and will be billed at the hourly rates.

Please note that Florida law requires written agreement by consultant and client prior to commencement of work.



23 July 2019

Date

Client

Date

BROOKS + SCARPA
ARCHITECTS, INC.