

August 7, 2015
August 18, 2015 (revised)
August 20, 2015 (revised)

Via e-mail: drosemond@hallandalebeachfl.gov

Mr. Daniel Rosemond
Deputy City Manager / CRA Director
CITY OF HALLANDALE BEACH
400 Federal Hwy.
Hallandale Beach, Florida 33009

Re: City Hall Renovations
ACA I Project No. 15-015 G01
Proposal 2 of 2

Dear Mr. Rosemond:

As requested, ACA I Associates, Inc. (ACA I) is pleased to provide you with the following proposal for Design and Post Design Services related to the proposed renovations in the existing City Hall Municipal Facility – the Project.

It is our understanding the **scope of work includes the development of plans for permitting and construction related to the renovations on the 2nd floor** based on the attached floor plans of this area previously approved by the City. While the City has requested separate proposals for administrative purposes, our services on this project will be completed concurrently with those services for work at the 1st floor, identified in Proposal No 1 of 2 per Assumption #1 below.

At this time the following Tasks and Deliverables and Assumptions are listed as the basis for our work.

TASKS AND DELIVERABLES

1. Fieldwork to identify and confirm existing conditions related to the existing building systems including structural, electrical, mechanical, plumbing, fire protection and data. Observations will be limited to those areas and systems that can reasonably be verified visually without destruction of existing conditions or disruption of facility operations.
2. Design Services to include the development of construction documents for permitting (notes and specifications to be provided on the drawings and not in separate book form).
3. Post Design Services include bidding assistance and involvement during the Contract Administration phase (CA), including response to Requests for Information (RFI's) from the Contractor, Shop Drawing review and providing up to four (4) site visits during construction including one (1) pre-construction meeting and the preparation of a final punch list. These services are based on the anticipated construction duration of three (3) months. Travel and additional meetings or site visits in excess of this number shall be considered additional services. Shop Drawings Review is limited to (1) review of each submittal.

ASSUMPTIONS:

1. The fee provided is based on the development of a single set of plans along with bidding and contract administration services for the proposed renovations at the 1st and 2nd floor areas to be completed at the same time. Work on this project will not commence until an authorization from the City of Hallandale for both the 1st floor and 2nd floor fee proposals are received.

2. ACAI will produce Construction Documents (CD's) based on the approved plans (attached).
3. The CD's will be suitable for bidding, permitting and construction. Specifications will be included on the drawings.
4. It is understood that all existing building systems and utilities (including but not limited to mechanical, electrical, plumbing and fire protection systems) are currently available and of sufficient capacity in the immediate vicinity of the project area to support the planned renovations and upgrades and are currently code compliant. Upgrades to these existing systems is not included.
5. This fee proposal assumes that the existing HVAC system has sufficient capacity for the new 2nd floor office suite and is in working order. We understand no additional capacities or changes of any kind to the existing system will be required for or as a result of the renovation.
6. It is understood the existing 1st and 2nd floor areas are accessible and compliant with applicable code requirements. Any additional work to address accessibility and changes to the existing infrastructure will be considered as a Change in Scope.
7. Preparing as-built drawings of detailed existing field conditions outside of those areas included in the scope work is not included. Field Investigation Visits (FIV's) will be of a non-destructive nature.
8. Interior design services are limited to the selection of finishes for floors, walls and ceilings in the renovated areas including built in casework at new break areas and service counters.
9. No signage, graphics, models, photography or renderings are included within our fee.
10. Furniture package (FF&E) is not included and such design is by others. As part of our fee a furniture layout plan with generic pieces as placeholders will be provided.
11. Our proposal does not include fees required by regulatory agencies for plan reviews and inspections.
12. Not included in this proposal is the removal of Hazardous Materials or Mold. It is the responsibility of the Owner to fully identify and abate such items under a separate contract by others.
13. The City of Hallandale will be responsible for obtaining all required testing, including but not limited to test and balance of the existing HVAC system serving this area and asbestos containing matter (ACM) reports as may be applicable.
14. No telecommunications or fire protection system design, other than the relocation of fire protection devices in the area of Work as affected by the new floor plan is included
15. This proposal includes the scope of work along with the terms and conditions identified in JALRW proposal included with this proposal.
16. Permits will be facilitated and obtained by others (usually the general contractor). We will provide answers to questions and comments during the permit process.
17. Construction will be awarded to a Qualified GC or CM as a Contractor familiar with renovation and alteration type work in a functioning government facility of this type.
18. The scope is for the named services only. Any other work including work outside of the confines of the 2nd floor area shown to be renovated on the attached plan, whether code related or to correct any violations or upgrades of existing services is excluded and will require additional written authorization.
19. Additional and Optional Services may be negotiated with the owner as Lump Sum, Hourly or as Hourly Not to Exceed (HNTE), refer to hourly fee schedule below.
20. All testing of any type and their associated reports and results will be provided by the City.

FEE SCHEDULE

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Our lump sum fee for the named services is Thirty Two Thousand Two Hundred Thirty Eight Dollars **(\$32,238.00)** which includes a \$500.00 allowance for reimbursable expenses to be billed at cost.

EXTRA, OPTIONAL AND OTHER ADDITIONAL SERVICES:

Services for any additional work to be done outside the project's scope of services will require separate written authorizations and will be performed either as a lump sum or on a time and material basis. The following list names items which are considered either extra or optional services and other direct costs, all additional to and excluded from the fees represented by this proposal:

- Certificate of Need (CON) documentation
- Feasibility Studies/Analyses
- Reproductions, burning CD's, travel beyond Miami Dade County, deliveries and all out of pocket expenses
- Re-zoning, facility programming, post occupancy services
- All change order relate involvement for Owner-Initiated changes, regardless of whether as credit or debit
- Surveys – Topographic/Boundary/Vegetation/Improvements/Utilities other than those named in the proposal
- Measured Drawings of Existing facilities
- Changes to Owner approved documents
- Energy Analyses (Fleet or Similar)
- Asbestos Consultation/Surveys
- Building systems commissioning
- Detailed or any type of Cost Estimates
- Filing, processing and permit fees
- Any and all hydraulic calculations, investigations, testing & all related calculations
- Consultants, other than named
- Post occupancy inspections/evaluations
- All traffic consulting and off-site work
- Travel related expenses
- Services considered to be beyond basic services per AIA standards
- Change of software platform in delivery of our work
- Threshold and specialty inspections
- Value Engineering & Life Cycle Analyses
- Services provided related to unnamed services and:
 - Alternate Bids
 - LEED Certification
- Additional Construction Contract Administration Services beyond those identified in the proposal.
- Computer generated videos, fly-bys, 3d modeling, color renderings
- Attending additional meetings outside contract/construction time duration
- Mounting art & models of any type
- Prolonged CA Involvement outside contract/construction time duration or as a result of construction phasing
- Reimbursable Expenses in interest of project
- Review of re-submittals during post design phases due to the Contractor of Construction Manager's non-compliance with construction document requirements
- Any and all AHCA related inspections and involvement unless noted
- Changes due to Scope, Size, Budget increase, Code Interpretations
- Change in design platform once begun
- Fast track or any other method of project delivery other than negotiated or CM @ Risk (CMR)
- For additional labor costs as a result of Change in assigned Program Manager Firm or Construction Management Firm

HOURLY CHARGES

Hourly work will be billed at our current prevailing rates; however, these will change due to increasing labor and material costs and are subject to a minimum 2% annual increase. No notice of change in prevailing rates shall be required.

A partial list of expected rates is included in this submittal as part of the **HOURLY FEE SCHEDULE.** These rates will be considered to be average hourly rates of listed staff positions.

Hourly work performed outside of normal business hours will be billed at one and one half times the current rate as overtime, when authorized in writing. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

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HOURLY FEE SCHEDULE

The following is a list of average rates corresponding to each staff position.

SECRETARY/CLERK	\$ 55.00
CAD OPERATOR/DRAFTER	\$ 85.00
JUNIOR TECHNICIAN	\$105.00
SR TECHNICIAN	\$110.00
JOB CAPTAIN	\$130.00
SR. ARCHITECT	\$150.00
PROJECT MANAGER	\$175.00
PROJECT PRINCIPAL	\$280.00

LUMP SUM FEES

The Lump Sum Fees set forth herein are applicable for a period of three (3) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this agreement as it relates to the item.

AFFIDAVITS

When an Affidavit, a Report, or a separate Certificate is requested, there will be a minimum fee of \$500.00. In addition, all research and calculation time required in the preparation of such affidavit, report or certificate will be charged at our normal hourly rates for the individuals preparing the affidavit.

OWNERSHIP OF DOCUMENTS, DESIGN AND WORK PRODUCT

All documents including, but not limited to design, drawings, reports, opinions and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project or site location. The firm specifically disclaims any responsibility, liability, or both, for, or in connection with, the reuse of such documents and specifications or any use thereof beyond the scope of the Project as set forth herein.

By your execution of this proposal, or associated contract, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications. Each party agrees to acknowledge the other when publishing or marketing the project through press releases or other similar venue.

PERMIT FEES; APPLICATION FEES; OUTSIDE CONSULTING FEES

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid directly by the Client. Should our firm find it absolutely necessary to advance fees for any purpose on behalf of the Client, said fees shall be reimbursed along with a service and handling fee upon invoicing.

POST DESIGN (CA) REQUIREMENTS

At the time that the firm is authorized by you to perform professional services involving design, post design and permitting activities requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It may be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor in charge. Moreover, and in addition to the required site visits, the firm must also prepare and review the submittals and as-built drawings during and at the end of the construction period. All of the services described in this paragraph, including permitting and post design services, constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the construction work, the execution thereof, the techniques or sequences implemented by the contractor, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith.

In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, either expressed or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the services hereunder.

Absent bad faith in the performance of the work, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform.

The firm currently provides a complete range of post design-related services, which it will be happy to discuss with you at the time that the project is ready for construction.

DIRECT COSTS/CHARGES & REIMBURSABLE EXPENSES

Unless otherwise specified, the above service fees do not include the cost of direct costs or reimbursable expenses associated with the project. Any additional costs for these items beyond the amount currently identified in this proposal will be billed at cost, plus a service and handling charge. authorized travel mileage outside of Miami-Dade and Broward Counties will be reimbursed at current IRS published rates at time of travel. Outside consultants will travel via air or using rental cars. Any amounts of the budget for reimbursable expenses not used will revert back to the fees; if, on the other hand, this budget requires revisions, we will advise immediately for your action.

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ASSIGNMENT AND REUSE

It should be expressly understood that this proposal is for the use of the executing Client and is neither assignable nor assumable by any third party. When related to design work, fees for the optional reuse of the project drawings, "as designed", will be quoted separately. If the document ownership is transferred to the Client, then any reuse by the Client will be at their sole expense and liability and Client agrees to hold ACAI harmless of such reuse.

INVOICING AND PAYMENT

Invoices will be submitted at the end of each month based on work completed, with payment expected upon receipt of invoice. Post-design services will be invoiced in equal payments.

We expect to be paid for all work performed in accordance to the terms and conditions of this proposal. Payment is not contingent upon funding by a third party or a lending institution. No retention will be held on any invoiced labor amount unless such withholding is found to be due to our negligence.

Client agrees to notify firm within five (5) days of receipt of invoice should such invoice be found to be un-acceptable at which time a corrected invoice will be issued. Any invoice for which firm is not so notified shall be deemed to be acceptable and shall be immediately processed for the purposes of payment by Client. All other direct costs (ODC) and project related reimbursable expenses will be invoiced separately.

TERMINATION

The obligation to provide further services under any Work Order which is a part of this agreement may be terminated by either party upon seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, ACAI will be paid for all services rendered to the date of termination, plus termination expenses, which amount shall be not less than 10% of the total fee.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in aggregate, of ACAI and ACAI's officers, directors, partners, employees, agents and ACAI's Consultants, and any of them, to the Client, and anyone claiming by, through or under the

Client for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, either expressed or implied, shall not exceed an amount equal to the total basic services compensation received by ACAI under this agreement. In addition:

PURSUANT TO FLORIDA STATUTE 588.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ACAI ASSOCIATES, INC. MAY NOT BE HELD LIABLE FOR NEGLIGENCE.

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CLIENT'S ADDITIONAL RESPONSIBILITIES

1. We will expect that the Client will furnish all tests, commissioning, surveys and legal descriptions, related electronic media, inspections and reports as required by law or the delivery of the work product.
2. We will expect that the Client will execute all permit applications and will be responsible for complying with the conditions of all permits issued.
3. We will expect that when requested, the Client will furnish current copies of all internal documents pertaining to property information, warranty deeds, plats, addresses, control and folio numbers; aerial photographs; present and expected number of employees; times of operation; current and expected utility usage and connections; all files, resolutions and ordinances, documents and related information as needed by the Design Team in the expected discharge of their duties and services.
4. Completion of HVAC system repair work in the building as outlined in the 2011 HVAC Systems Assessment Report completed by JALRW Engineering Group, Inc.

We appreciate the opportunity to work with you on this project. Should you find this proposal acceptable, please provide the necessary authorization to proceed.

Sincerely,
ACAI ASSOCIATES, INC.

Donald Wilkin, RA
Principal

Adolfo J. Cotilla, Jr., AIA
President

DMW/na

Cc: File – ACAI Associates, Inc.

Agreed to terms and conditions as delineated herein:

Name: _____

Authorized Signature: _____

Title: _____

Date: _____

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