

**Professional Services Work Order**

Pursuant to the Professional Services Agreement dated April 3, 2017 between the City of Coral Gables (the “City”) and Martinez Alvarez Urban Design, Architecture & Interior Design Inc. (“Professional”) (“Agreement”), which Agreement was extended by the City on May 20, 2019, the City authorizes the Professional Services outlined herein for the H. George Fink Studio: Historic Restoration, Repairs and Tenant Improvements (“Project”). The firm of Martinez Alvarez Urban Design, Architecture & Interior Design Inc. has been approved by the City of Coral Gables for Preservation Architectural Services per contract # RFQ 2106.06.LSB. The Services performed pursuant to this Work Order shall be considered Services under the Agreement and subject to all terms and conditions set forth therein.

**1. Scope of Services**

**1.1 General.** Basic Services for the Historic Restoration, Repairs and Tenant Improvements for the H. George Fink Studio at 2506 Ponce De Leon, Coral Gables, Florida. The scope of services shall consist of the Restoration and Repairs of the original historic structure and interior rooms as identified in the "*H. George Fink Studio Building Assessment & Recommendations Report March 2019*" and Tenant Improvements for the proposed future tenant, *Centro Cultural Español* (“Tenant”). Further, Professional shall not proceed to the next design phase for any services without the written approval of the City.

**1.2 City Responsibility Check List**

R/O	Description	Fee	This Proposal
R	Project scope "wish list", objectives, schedule and constraints	By City	
R	Survey with property boundaries, topography, utilities, existing structures, crown of road elevations, easements, finish floor and spot elevations, existing trees (size and description)	Allowance (Contingency Use)	Survey is required before commencing work
R	Legal Counsel for representation and assistance with Entitlement Process as required; Legal documents/applications;	By City	
R	Explorative Demolition and Environmental Testing Services	By City	
R	Geotechnical Engineering (Soil Boring Tests and Percolation Tests) and Foundation Recommendation	Allowance (Contingency Use)	

R	MWASD Determination/ MWASD Water Main Research, Water Allocation Letter and or Septic Tank Certification	By City	
R	Release of CAD files of HABS Format Drawings prepared by Others	By City	
R	Board Review Fees, Microfilm Fees, Permit Fees	By City	

R = Required for This Scope/ O = Optional

### **1.3 Schematic Design**

**1.3.1** The Professional shall conduct project research to include the review of requirements for the New Occupancy Use for Tenant, Applicable Zoning Code and Building Code Research; and Review Project with City Officials for Compliance Requirements, Handicap Accessibility and Historic Structure Considerations. The Professional shall review the program furnished by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.

**1.3.2** The Professional shall verify the Documentation Drawings (HABS Drawings provided by the City of Coral Gables) and As-Built Conditions.

**1.3.3** Schematic Design Drawings shall include the first draft of: Site Plan, Floor Plans, Elevations and Building Sections reflecting Restoration/Repairs and Tenant Improvements. The Finalization of the Professional’s services and the scope of work for the Project with City (City Representative) and Tenant shall include review of Construction Documents, overview of “Building Assessment Report March 2019” and any additional testing deemed necessary by City & Professional (including but not limited to waterproofing evaluation); and determination of required services of Engineers, Conservator and Specialty Consultants.

**1.3.4** The Professional shall review the finalization of the Professional’s services and the scope of work for the Project with and Tenant to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.

### **1.4 Design Development**

**1.4.1** Based on the mutually agreed-upon program, approval of Schematic Design Drawings and schedule requirements, upon written approval from the City, the Professional shall prepare for approval by the City, architectural drawings and other documents illustrating the scale and relationship of Project components which describe the size and character of the Project as to architectural systems, materials and such other elements as may be appropriate.

**1.4.2** Design Development Drawings shall be prepared and submitted to the Board of Architects Preliminary Review, Historic Preservation Board and Historic Resources Department for Certificate of Appropriateness (per drawing and submittal requirements for the respective Boards.)

**1.4.3** The Professional shall present the drawings at BOA and the Historic Preservation Board.

**1.4.4** Comments from Review Boards shall be addressed in a prompt manner.

## **1.5 Construction Documents**

**1.5.1** Based on the approved BOA and Historic Preservation Board Drawings and any adjustments authorized by the City and with the City's written approval, the Professional shall proceed with the Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

**1.5.2** The Construction Documents shall consist of Basic Architectural, MEP and Structural Drawings required for Permitting.

**1.5.3** The Professional shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Construction Documents shall constitute a Permit Set and shall be submitted to the City of Coral Gables, Board of Architects Final Review and required final submittals to the Historic Resources Department.

**1.5.4** The Professional shall address comments from the City of Coral Gables and other governmental authorities in a prompt manner.

**1.5.5** As part of Basic Services, Professional shall make all revisions to the Instruments of Service required to meet the requirements of applicable laws, the governmental authorities or to comply with the Owner's budget for the cost of the Work. The term "Work" shall mean the labor, services and materials for the construction of the Project.

## **1.6 Cost Estimating (additional service):**

**1.6.1** If deemed necessary by the City or Tenant, Professional shall assist in obtaining detailed estimates of Construction Cost in Part I or Part II of the Construction Documents Phases in coordination with a Contractor as an Additional Service.

## **1.7 Bidding or Negotiation Phase**

The Professional, following the City's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the City in obtaining bids or negotiated proposals and assist in awarding contract. Basic Services shall include assisting City obtain bids from max. 3 bidders working concurrently. Professional shall respond to all requests for information from potential bidders within three (3) business days of receipt and shall issue addenda as appropriate.

## **1.8 Construction Phase**

**1.8.1** The Professional's responsibility to provide Additional Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and approval from City for such Additional Services.

**1.8.2** The Professional, as a representative of the City, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City and the Professional: (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner

indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Professional shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. The Professional shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Professional is not responsible for supervision of the Contractor's Work. The Professional further owes no duty of care to the Contractor and offers its observation services strictly to the City for its own use. Included in basic services are the following services of the Professional, Structural Engineer and MEP Engineer: Bi-Weekly Site Visit/Meeting and other site visits and meetings as reasonably requested by Owner. Miscellaneous Construction Phase Services to include responding to Contractor's RFI's, Reviewing Contractor's Submittals, Visiting the Site, Reviewing and Certifying Payments and rejecting non-conforming work (approx. Construction Phase of 14 months). Structural Engineering services include all engineering services needed for spalling repair details. If additional services and representation beyond the services listed above are deemed necessary for the execution of the project, City and Professional shall agree, in writing, upon additional services. Special Inspection Services required of the Structural Engineer shall be per separate agreement.

**1.8.3** The Professional shall keep the City reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the City (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Professional shall be responsible for the Professional's and its Consultants' acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**1.8.4** The Professional shall at all times have access to the Work wherever it is in preparation or progress. However, Professional has no responsibility to observe and report on portions of the Work performed and covered or concealed prior to Professional's observation.

### **1.8.5 Certificates for Payment**

**1.8.5.1** The Professional shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Professional's certification for payment shall constitute a representation to the City, based on the Professional's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Professional's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Professional.

**1.8.5.2** The issuance of a Certificate for Payment shall not be a representation that the Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**1.8.5.3** The Professional shall maintain a record of the Applications and Certificates for Payment.

**1.8.6** The Professional shall have authority to recommend that the City reject Work that does not conform to the Contract Documents. Whenever the Professional considers it necessary or advisable, the Professional shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**1.8.7** Within seven (7) days of receipt, the Professional shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor. The Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Professional, of any construction means, methods, techniques, sequences or procedures. The Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**1.8.8** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, Shop Drawings and other submittals related to Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Professional. The Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**1.8.9** The Professional shall determine the date or dates of Substantial Completion and the date of final completion, and shall issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents. Professional's certification shall be issued based upon Professional's actual knowledge, site observations and review of documents provided to it and shall be made in good faith.

**1.8.10** The Professional shall review and respond to requests for information about the Contract Documents within three (3) business days of receipt. If appropriate, the Professional shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**1.8.11** Interpretations and decisions of the Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Professional shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

**2. Additional Services.** Any services outside of the Scope of Services set forth in Section 1 require the prior written approval of the City. All Additional Services shall be broken down between

Additional Services for the Restoration and Repair portion of the Project and the Tenant Improvement portion of the Project.

2.1 The Basic Services plans and specifications include all finishes based on performance standards. Special Interior Design Selections and Specifications are not included in the Basic Services and if requested or required shall be performed as Additional Services or under separate agreement.

**3. Fees for Services.**

**3.1 Fees for Basic Services**

**RESTORATION AND REPAIRS**

*Basic Architectural /Basic Structural /Basic MEP Services.....\$152,000.00*

Scope of Work:

*Architectural Phases for the Restoration and Repairs of Historic Exterior Structure and Historic Interior Spaces including the Front Office, Reception Room and Second Floor Interiors; Basic Structural and MEP Improvements, & Window/Door Replacement or Reconstruction with all Basic Services included in this contract through Construction Phase Services*

**TENANT IMPROVEMENTS**

*Basic Architectural /Basic Structural /Basic MEP Services.....\$48,000.00*

Scope of Work:

*Architectural Phases for the Tenant Improvements as requested by Centro Cultural Español (“Tenant”) consisting of the Interior Renovation of 2,900 sq.ft. (Original Drafting Room space and North & South wings) to accommodate the Offices, Exhibition Space, Gathering Space, 2 New Accessible Bathrooms for the New Assembly & Office Occupancy Use. Exterior Improvements to include modified Alley Façade to Receive a New Roll-up Door and Accessible Openings & Path at South Façade. Basic Services included in this contract through Construction Phase Services.*

**TOTAL BASIC COMPENSATION: \$200,000.00**

**3.2 Reimbursable Expenses**

**3.2.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Professional and Professional's employees and consultants directly related to the Project, as identified in the following clauses:

- .1 prior, authorized out-of-town travel and subsistence, and electronic communications, if pre-approved by owner;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the City;
- .5 renderings, models and mock-ups requested by the City;
- .6 other similar direct Project-related expenditures, with the City's prior written approval.

#### **4. Representatives for City**

**4.1** The Project Manager designated by the City in writing shall be the City's Representative for this Project. However, Professional understands and agrees that all of Professional's Instruments of Service must be approved by the City's Representative and Historic Preservation Officer or his or her designee.

#### **5. Use of Professional's Instruments of Service**

**5.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Professional and the Professional's consultants are Instruments of Service for use solely with respect to this Project. The Professional and the consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

**5.2** Upon execution of this Agreement, the Professional grants to the City a perpetual, nonexclusive license to use and reproduce the Professional's Instruments of Service for purposes of constructing, using, documenting, marketing, promoting, and maintaining the Project, provided that the City makes payment of all sums when due, under this Agreement.

**5.3** Notwithstanding the foregoing and without waiver of same, in the event the City uses the Instruments of Service without retaining the author of the Instruments of Service (i.e., after project completion, or in the event of termination by the City without cause after payment of Professional) the City releases the Professional and Professional's consultant(s) from all claims and causes of action arising from such uses. Notwithstanding, the foregoing shall not relieve Professional of liability for errors and omissions in the Instruments of Service prepared by Professional or its consultants.

**5.4** The City shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 5.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Professional. Any unauthorized use of the Instruments of Service shall be at the City's sole risk and without liability to the Professional and the consultants.

#### **6. Miscellaneous**

**6.1** The Professional shall have the right to include photographic or artistic representations of the design of the Project among the Professional's promotional and professional materials. Similarly,

the City shall be entitled to include the photographs of the Project, as well as the Instruments of Service in any promotional, documentary, or other materials. The Professional shall be given reasonable access to the completed Project to make such representations. However, the Professional's materials shall not include the City's confidential or proprietary information if the City has previously advised the Professional in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Professional in the City's promotional materials for the Project.

**7. PAYMENTS ON ACCOUNT OF BASIC SERVICES**

**7.1** Payments for Basic Services for the Project shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 7.1.1.

**7.1.1** For Basic Services, compensation shall be computed as follows:

<b><u>TOTAL BASIC COMPENSATION:</u></b>	<b>\$200,000.00</b>
<b>RESTORATION AND REPAIRS:</b>	<b>\$152,000.00</b>
<b>TENANT IMPROVEMENTS :</b>	<b>\$ 48,000.00</b>

**BREAKDOWN OF PHASES/PAYMENTS FOR BASIC COMPENSATION:**

<b>Schematic Design (15%)</b>	<b>\$30,000.00</b>
<i>Restoration and Basic Improvements/Repairs:</i>	<i>\$22,800.00</i>
<i>Tenant Improvements:</i>	<i>\$ 7,200.00</i>
<b>Design Development (25%)</b>	<b>\$50,000.00</b>
<i>Restoration and Basic Improvements/Repairs:</i>	<i>\$38,000.00</i>
<i>Tenant Improvements:</i>	<i>\$12,000.00</i>
<b>Construction Documents (40 %)</b>	<b>\$80,000.00</b>
<i>Restoration and Basic Improvements/ Repairs:</i>	<i>\$60,800.00</i>
<i>Tenant Improvements:</i>	<i>\$19,200.00</i>
<b>Bidding Phase (5%)</b>	<b>\$10,000.00</b>
<i>Restoration and Basic Improvements/Repairs:</i>	<i>\$ 7,600.00</i>
<i>Tenant Improvements:</i>	<i>\$ 2,400.00</i>
<b>Construction Administration Services (15%)</b>	<b>\$ 30,000.00</b>
<i>Restoration and Basic Improvements/Repairs:</i>	<i>\$ 22,800.00</i>
<i>Tenant Improvements:</i>	<i>\$ 7,200.00</i>

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**CONSERVATOR FEES :** **\$32,349.00**

**CONTINGENCY ALLOWANCE :** **\$20,000.00**



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**OPTIONAL ADDITIONAL SERVICE:**

Cost Estimating of Tenant Improvements **\$4,500.00**  
*(Cost Estimating Services and Review by Contractor after Completion of Design Development Services)*

**8. COMPENSATION FOR ADDITIONAL SERVICES**

**8.1** For Additional Services approved in writing by City, compensation shall be computed as follows:

Hourly rate of \$175.00 an hour for Principals

Hourly rate of \$125.00 an hour for Project Manager.

Hourly rate of \$65.00 an hour for CADD Technician

Professional shall not be entitled to compensation for Additional Services which are not approved, in advance by the City.

**8.2** For Additional Services of Consultants, pre-approved by City, including structural, mechanical and electrical engineering services, Professional shall be entitled to a mark-up of 10% of the amounts billed to the Professional for such services in accordance with the approved consultant agreements.

**8.3** Preparation of documents and representation for meetings with the authorities having jurisdiction are included as follows:

Meetings with Neighborhood Groups (if applicable).....*3 Meetings included in Basic Fee*

Board of Architects Preliminary Review .....*Included in Basic Fee*

Historic Preservation Board and Certificate of Appropriateness at Historic Resources Department.....*Included in Basic Fee*

DRC, Arts Advisory Board, Cultural Board, Planning and Zoning Board and City Commission Meeting.....*\$300.00 Per Submittal/Meeting plus clerical administration and reimbursable expenses*

Preparation of Legal Documents, Applications & Submittals and Legal Representation at above mentioned meetings..... *By City's Land Use Attorney*

Board of Architects Final Review (at 100% Construction Documents).....*Included in Basic Fee*

**9. Other Provisions**

- 9.1 Professional's preliminary schedule for performance of its Services is attached as **Exhibit "B"**. Professional shall perform its Services in accordance with such schedule. City expressly agrees that Professional will not have any obligation to proceed with any phase of basic services described in Article 1 hereof, unless and until owner has delivered a written notice to proceed with respect to such phase.
- 9.2 Structural and Mechanical (M.E.P.) Engineering Basic Services are included in the stipulated sum for basic services.. Additional Services of the Structural and Mechanical (M.E.P.) Engineers shall be considered an Additional Expense and shall be billed at cost plus 10% coordination fee.
- 9.3 **Contingency Allowance.** A Contingency Allowance for the amount of \$20,000.00 has been included in this Work Order as an estimate for reimbursable expenses including but not limited to the cost of the property survey, geotechnical report, explorative demolition of the drafting room structure & pre-construction consulting services by a contractor, relocation of the weathervane and miscellaneous testing. Contingency Allowance items shall be billed at cost plus a 10% coordination fee at the appropriate billing phase. Proposals and invoices by others for such services shall be provided to the City for review. Any services of consultants not listed as part of the Basic Services or listed in the description of services included in the Contingency Allowance above that are required for the completion of the project shall be deemed an Additional Service. If Professional determines that it is necessary and/or desirable to retain the services of consultants, Professional shall notify City of such necessity. Contingency Allowance amounts not used shall be credited to the City.
- 9.4 **Conservator's Fees.** Conservator's Fees for the amount of \$32,349.00 based on Scope of Work outlined in "**Exhibit "A"** Proposal for Design Assistance in the Development of CD's for the George Fink Studio by Evergreene Architectural Arts dated August 9, 2019 shall be invoiced as a reimbursable expense at the appropriate billing phases. Services beyond that outlined in Exhibit A shall be considered an Additional Service and require the prior written approval of the City.
- 9.5 Architectural site plan showing basic landscape plan with existing conditions (based on survey and arborist tree report/survey) is part of basic services. Landscape Plans showing new tree and planting disposition, tree removal, tree protection shall be an Additional Service. Not included in the basic services are any necessary and/or required Landscape Professional, Arborist or Horticulturalist services.
- 9.6 The Construction Documents set shall include basic selections for primary finishes based on performance standards. Special Design Selections and Purchasing are not included in the contract and if needed shall be part of a separate agreement.
- 9.7 If additional documentation of the existing building is deemed necessary or required for the execution of the tasks described above; or due to changes to the scope of Professional's services (described on Page 1), City and Professional shall come to an agreement on the fee for these Additional Services, and such Additional Services shall be billed in the subsequent billing phase.
- 9.8 The City reserves the right to reduce services to remove or modify the Tenant Improvements from the Scope of Services as necessary and the Professional's fees shall be adjusted accordingly based on the fees set forth in § 7.1.

**10. Exclusions**

- Utilities Research
- Permit Expediting
- Permit Fees
- Land Use Attorney Fees or other Legal Fees for the execution of the project
- Documenting/ Permitting previous work done without a permit
- Septic System Design/ Drinking or Irrigation Water Wells
- Variances (Zoning, Health Department, Etc.)
- Landscape Architecture, Arborist, Horticulturalist Services
- Interior Design & Furniture Selection
- Renderings and Models
- City, County or State Processing Fees
- Special Inspector Services
- Laboratory or Field Tests exceeding Contingency Allowance
- Printing and Mailings exceeding Contingency Allowance
- Specialty Consulting Services exceeding Contingency Allowance or Exhibit A
- Estimates and/or Quantity Take Offs
- Printing and Mailings
- Scope of Work not Specifically Stipulated in this Agreement

**11. Insurance**

**11.1 Exhibit “C”** is the updated Professional’s Certificate of Insurance in compliance with the Agreement. **Exhibit “D”** are the Certificates of Insurance for Professional’s Consultants for this Project.

**12. Exhibits**

Exhibits to this Work Order which are part of the Agreement for this Project are listed below and incorporated herein by reference:

- Exhibit A Evergreene Architectural Arts Proposal
- Exhibit B Schedule for Professional Services
- Exhibit C Professional’s COI
- Exhibit D Consultants’ COIs

This Agreement entered into as of the day and year first written above.

**OWNER**

**PROFESSIONAL**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

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*(Printed name and title)*