



April 6, 2020

Revised May 4, 2020

Carlos Beckmann

Agave Ponce LLC
2901 Ponce De Leon Blvd.
Coral Gables, FL 33134

Re: Historic Renovation of Arts Center Building
Preparation of RFP Documents for Historic Preservation Contractor
2901 Ponce De Leon Blvd., Coral Gables, FL 33134
Gurri Matute, PA. Project No. 19042.00

Dear Mr. Beckmann:

Gurri Matute, PA (GMPA) is pleased to present Agave Ponce LLC (Client/Owner) with this proposal for the preparation of an RFP Package that will allow the Owner to procure through competitive bidding the services of a qualified Historic Preservation General Contractor for the renovation of the former Arts Center Building, a three story historic landmark structure located at 2901 Ponce De Leon Blvd. in Coral Gables, FL. The ultimate goal of this project is to restore the exterior appearance of the building as closely as possible to its 1924 design. Alterations to the building over time have changed the appearance and the building has been painted to cover over any alterations that were not aesthetically appropriate. GMPA and its team of highly qualified Historic Preservation and Conservation Consultants will assist the Owner ensure the historic building materials are preserved and restored where they remain and to put back elements that have been lost over time. In addition, there will be Structural, Mechanical Electrical and Plumbing upgrades as part of the scope of work for the historic renovation of the building. The following is our understanding of the required scope of work required:

Scope of Work

1. Due to the planned restoration of this building to its original 1924 design, the existing Mechanical (HVAC, Plumbing, Fire Protection) and Electrical Systems will have to be renovated with methods and solutions, to include the following major architectural and/or FBC compliant issues:
 - a. Restore existing air conditioned corridors serving the office spaces on the three story SE section of the building to be exterior corridors according to the original historical design.
 - b. Remove portion of the second floor of the North section of the building to restore the two-story space
2. Replace all exterior windows and doors with more historically correct impact windows and doors that meet high velocity zone Code requirements. This may include modifying some existing openings to return them to their historical sizes.

3. The existing walls and ceilings at the air-conditioned corridors serving the office spaces on the three-story SE section of the building may require enhancement for design wind pressures in order to change to exterior corridors per original historical design.
4. Automatic sprinkler system is required for buildings of three-stories or more. FBC Section 903 (Par.903.2.11.3). At this time, we have assumed that there will be enough water capacity and pressure to serve the System (to be confirmed with Fire Flow Test results).
5. Remove the existing second floor structure in the north wing to restore the original two-story high space. This may require structural enhancement of the exterior walls at this space. This will also require new supports (or new structure) at the third floor above this space. At this time, structural drawings depicting the design of the second and third floors in this wing are not available. It appears however, that both were constructed/reconstructed with reinforced concrete slabs supported on several added interior steel pipe columns (most of which are intended to be removed).
6. Replace cast-stone columns at the main (northwest corner) entrance (to more closely align with the historical appearance).
7. Re-cap columns at the third-floor corridor, courtyard.
8. Rework steps to the new sidewalk grade elevations and replace the railings at the main entrance steps (northwest corner).
9. Refinish the south side, exterior third-floor metal balcony to more closely match the historical appearance.
10. Research historical references and recreate the stone crest that was formerly above the main entrance (northwest corner).
11. Add a cast concrete cap with copper weathervane at the top of the rotunda roof (matching historical appearance).
12. Restore fountain on NE corner to working order and to its original appearance.
13. Repair stucco cracks.
14. Historic restoration of decorative painted cupola ceiling, if it is in the budget for Arts in Public Places (AIPP). Coordination with forensics testing and artists. If required, it will be an additional service.
15. Repaint building to historic colors, and remove excess layers of paint that are making the decorative moldings not as crisply defined as they were originally.
16. Existing courtyard pavers will be removed to allow for replacement with new exterior plaza finishes (by owner).
17. Repair / restore tile at entry and Cuban tile on first floor as needed for historic renovation.
18. We have assumed that the elevator built under the 2006 improvements is to remain.
19. Remove existing screen walls around A/C units.
20. Exterior accent lighting system will be designed to enhance and/or complement the architectural features of the building. The fact that this building is to be improved to meet historical renovation processes will require the evaluation of more than one possible exterior lighting scheme to arrive at the optimum system, or combination thereof, using lighting equipment and controls best suited for the project. Coordination with master site plan.
21. Existing Automatic Fire Alarm and Detection System will be revised as necessary. Consideration will be given to the inclusion of a Two-Way Radio Communication Enhancement System.
22. Since there is no change of occupancy for the building, the existing restrooms facilities, as well as, electric water coolers number and locations will also remain as they currently exist.
23. Landscape and site lighting is part of the master plan (by owner), is not part of the scope of work.
24. Means of egress and signage lighting equipment to have integral battery back-up. No engine/generator set has been considered to provide emergency power to the facility. Check power feed for emergency power from Central Power Plant.
25. No lightning protection system has been considered at this time.

26. Low voltage, communication, security, and/or IT will be provided by Owner. Provisions will be made to provide all infrastructure required by the Owner's low voltage consultant inside the Telecom closet.
27. Based on previous scope of work, water cooled AC equipment will be used to be fed from the main project central condenser water system. It is understood that the condenser water service will be brought to the building; point of service and routing of all condenser water piping will be determined with proper coordination with all involved parties.
28. Provide necessary openings or other structural modifications for the routing of proposed air-conditioning piping from a remote source.
29. New A/C units will be connected to existing supply, return and outside air ductwork. At this time we have assumed that the mentioned air distribution systems are in proper operation. However, we will require that the air distribution systems is thoroughly cleaned and tested prior connection to the new AC equipment. Provide new energy calculations, as required.
30. No provisions will be made for future MEP infrastructure that will be required for the use of the renovated first-floor of the building. A two-inch water service will only be provided, no grease trap, no kitchen exhaust.
31. All work to be in compliance with the Florida Building Code, 2014 edition. The Project has been approved under that Code version, not the 2017 Edition (currently in effect).
32. Historic restoration of the two-story Consulting Room including fireplace, wood beams, ceiling, wall and floor finishes will not be done as part of this scope of work. The scope of work will only include the removal of the second floor and any structural upgrades required.
33. The Occupancy of the building, which is currently Business (office) will remain. No change of occupancy will be required.
34. At this time, it is assumed that this proposed renovation will not be considered a Substantial Structural Alteration as defined in the Florida Existing Building Code 2017 and that the use of the building will remain the same as the existing.

Scope of Services

Services will be provided as defined in this Proposal/Agreement. Upon acceptance of this proposal, it shall serve as our contract.

Pre-Design Phase

Prepare a diagrammatic scope of work to be part of the owner's RFP package for selection of a qualified General Contractor to develop the construction budget for the project for bidders to develop the budget for the project.

Deliverables

The documents to be developed and delivered to Client for this Scope of Services are as follows:

- A. Floor Plan diagrams of the existing building illustrating with keynotes the written scope of work listed above.
- B. Exterior Elevation diagrams of the existing building illustrating the written scope of work listed above.
- C. Include a written scope, (which will be incorporated in the above diagrams), for the intent of the conservation aspects of the Historic Restoration of the building.

Client-Provided Information

In order for GMPA to commence services, we will require the following from Client before the services begin:

- a. *As-Built Plans. (CAD files from the 2006 renovation of the existing building were provided to our office by James Lawson from Hill on 3/28/19).*

- b. Electronic files and drawings of existing systems and buildings, MEP and/or Structural.
- c. PMIS (Prolog), if needed, will be provided and managed by owner.

Fees and Payment

Compensation to GMPA for these services (Architecture, Historic Building Conservator, as well as Structural, Mechanical, Electrical and Plumbing Engineering) shall be a stipulated sum in the amount of Twenty-two Thousand, five hundred dollars and zero cents (\$22,500.00) broken down as follows:

First Payment due upon execution of agreement	50.0%	\$ 11,250.00
Second Payment due upon completion of deliverables	50.0%	\$ 11,250.00
PROJECT TOTALS	100.0%	\$ 22,500.00

Excluded from Architect’s Basic Services

- Design Drawings (SD, DD, CD) and CA services
- Cost Estimates
- Land Surveying
- Permit Fees
- Value Engineering
- Any Testing or Lab Analysis other than stucco (by Owner)
- Permit Expediting Services
- 3D Renderings
- Printing (for Owner, for permit submittals, for bidding, etc.)
- Landscape Architecture
- Civil Engineering
- Interior Design

GMPA will invoice for services and reimbursable expenses on a monthly basis based upon the percentage of services completed by phase, with payment upon receipt of invoice. Payments more than thirty days past due will accrue interest at the rate of seven percent per annum. The fees and reimbursable expenses described in this proposal are based upon the project being developed and issued conventionally, i.e. there will not be any early packages. In the event the project requires additional or separate packages and printings, the basic service fees and reimbursable expenses fees shall be increased to account for the additional services required.

Reimbursable Expenses

In addition to compensation for services, GMPA shall be reimbursed for all out-of-pocket expenses such as building conservation testing and lab analysis, all reproduction, plotting, project management websites, long distance phone calls, courier service, postage, photography, bank fees and other out of pocket expenses incurred relative to these services. Reimbursable Expenses will be billed at one and one-tenth times (1.10) the actual cost. (Travel expenses for local design team for mileage, tolls, parking are included in the base fee).

Total reimbursable expenses are estimated to be approximately \$300 in incidental printing expenses).

Additional Services

Should there be a request for additional services or if there are deviations from scope of services described in this proposal, GMPA shall submit an additional service request to the Client for approval, prior to

commencement of the services. Additional services shall be stipulated sum based on our approved hourly rates.

Principal/Director	\$225/hour
Senior Project Architect/Designer	\$175/hour
Project Architect/Designer/Construction Administrator	\$150/hour
Interior Designer (Unregistered)	\$105/hour
Project Manager/Job Captain	\$125/hour
Assistant Project Manager	\$105/hour
Cost Estimator	\$125/hour
Specification Writer	\$125/hour
CADD/Draftsperson	\$87/hour
Admin Support/Clerical	\$65/hour

Examples of Additional Services:

- Any scope of work not defined in this agreement.
- Tenant fit-out.
- Interior Design
- Owner requested scope changes, (major revisions).
- Extended construction administration services beyond 12 months plus 30 days to final close-out.
- Temporary Shoring Plans

Additional Consultants

If the services of consultant's other than any included in the Scope of Services given above are required and in the event Client requests these consultants be retained by GMPA, GMPA will invoice these additional consultants at one and fifteen one hundredths (1.15) time the amount invoiced GMPA by the consultants. GMPA reserves the right to qualify and select any consultants who will be under GMPA contract.

Termination

In the event, the Client abandons the Project at any time or elect to terminate our services, GMPA shall be paid for services performed and reimbursable expenses incurred up to the date of our receipt of your written notice of termination. GMPA reserves the right to suspend services if payment for compensation and expenses is not received within thirty (30) days of receipt of our invoice.

Copyright

The Program, Drawings, Specifications, 3D Model, BIM Data, other documents, and the designs prepared by GMPA for this Project are instruments of service for use solely with respect to this Project. GMPA shall retain all common law and statutory intellectual property rights in and to the instruments of service. No modifications to the instruments of service shall be made without notification to and authorization of GMPA and its consultants. GMPA grants to Client a license to use the instruments of service for use with respect to this Project upon payment in full for compensation and reimbursable expenses.

Billings/Payments

In order to commence services, the first payment of 50% is due upon the execution of this agreement. Subsequently, invoices for the Firm's services shall be submitted upon completion of such services as indicated in Payment Schedule. Upon submitting to the Owner for Bidding and Building Department for permitting (if necessary), the entire design fee is due. Regardless if the Owner/Client elects to cancel the project or to postpone the bidding, permitting or construction of the project, upon initial submittal of the completed plans

the Firm will be due the entire amount of the design fee. No amount shall be withheld or retained by the Owner/Client.

Invoices shall be due upon receipt. If the invoice is not paid within 30 days, the Firm may without waiving any claim or right against the Owner/Client, and without liability whatsoever to the Owner/Client, terminate the performance of the service.

Late Payments

Accounts unpaid thirty days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the ten-unpaid balance. In the event, any portion or all of an account remains unpaid 90 days after billing, the Owner/Client shall pay all costs of collection, including reasonable attorney's fees.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Any claims or disputes made during design, construction or post-construction between the Owner/Client and Firm shall be submitted to non-binding mediation. Owner/Client and Firm agree to include a similar mediation agreement with all constructors, subcontractors, sub-consultants, suppliers and fabricators thereby providing for mediation as the primary method for dispute resolution between all parties.

Indemnification

The Owner/Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm. Any applicable statute of limitations shall begin to run not later than the date of substantial completion.

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF GURRI MATUTE, PA MAY NOT BE HELD LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

Certifications

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Owner/Client and the Firm, the risks have been allocated such that the Owner/Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Owner/Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total value of the professional services for this project. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents

Reproduction of any drawings, sketches, notes, specifications, construction documents (architectural and engineering) is strictly prohibited, unless approved in writing by Gurri Matute, PA. The design and all drawings produced for this project are original work prepared for this project solely and remain the exclusive property of Gurri Matute, PA.

Published Photographs/ Articles/ Drawings of the Project

GMPA reserves the right to submit this project for architectural awards. GMPA also reserves the right to publish photographs of this project for use in our marketing brochures, newspapers, etc.

We look forward to developing a relationship with Agave Ponce LLC. If this proposal meets with your approval, please sign both originals and return one copy for our files. Please do not hesitate to call me with any questions or comments.

Best Regards,

AGREED AND AUTHORIZED:

This _____ day of _____, 2020
By: Agave Ponce LLC



José G. Matute, AIA, LEED AP, CGC
Principal/Owner

Mr. Carlos Beckmann
Manager, Agave Ponce LLC

cc: Daphne Gurri

The undersigned authorized agent of the owner represents and warrants to GMPA that all required approvals for authorization of the foregoing services have been obtained in writing.