



April 1, 2019 (Rev. 4/4/19)

Carlos Beckmann

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

Re: Historic Renovation of Landmarked Building

2901 Ponce De Leon Blvd., Coral Gables, FL 33134
Gurri Matute, PA. Project No. 19042.00

Sent Via Email: James Lawson, Hill International

Dear Mr. Beckman:

Gurri Matute, PA ("GMPA") is pleased to present Agave Ponce LLC ("Client/Owner") with this proposal for the renovation of the three story historic landmark structure built in 1924, located at 2901 Ponce De Leon Blvd., Coral Gables. We met on site with Mr. James Lawson on Friday March 22nd, to review the scope of work required and to observe the existing conditions of the building. The following is our understanding of the required scope of work required:

Scope of Work

1. 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.
2. Replace cast-stone columns at the main (northwest corner) entrance (to more closely align with the historical appearance).
3. Rework steps to with the new grade elevations and replace the railings at the main entrance steps (northwest corner).
4. Revise or replace the south side, exterior third-floor metal balcony to more closely match the historical appearance.
5. Research historical references and recreate the stone crest that was formerly above the main entrance (northwest corner).
6. Add a metal spire at the top of the rotunda roof (matching historical appearance).
7. Restore fountain on NE corner to working order and to its original appearance.
8. Repair stucco cracks.
9. Remove excess layers of paint that are making the decorative moldings not as crisply defined as they were originally.
10. Repaint building. Colors to be selected by Architect.
11. Change Courtyard pavers to more historical pattern.
12. Replace the stair railing in the main entry rotunda with one that more appropriately reflects the historical appearance.
13. Repair or replace existing flooring at Rotunda stair as a result of the replacement of the railing.
14. Exterior 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.
15. Replacement of four existing DX split air conditioning single zone systems (AHU/CU) using water cooled air conditioning units of the same capacity and performance as follows:
 - a) AHU-1 (4 Ton) serving the first floor north section. Unit located in AC Closet 110.
 - b) AHU-2 (7.5 Ton) serving the first and second floors southeast section and Entry/Reception 106. Unit located in AC Room 205.
 - c) AHU-3 (10 Ton) serving the second and third floor north section and Stair Hall 316. Unit located in AC Room 315.
 - d) AHU-4 (3 Ton) serving the third floor southeast section. Unit located in AC Room 305.
 - e) Removal of corresponding air cooled condensing units (CU-1, CU-2, CU-3 & CU-4) located outdoors on ground in an enclosed area on the south side of the building.
16. Related electrical power and controls will be removed and/or modified as required for the installation of the new AC equipment.
17. New condenser water piping system will be installed as required to properly serve the new water cooled air conditioning units. It is understood that the condenser water service will be brought to the building from an available source from the main project. Point of service and routing of all condenser water piping will be determined with proper coordination with all involved parties.

5001 SW 74th Court Suite 208 Miami Florida 33155
T 305 661 0069 F 305 661 0089
AA 0003454 IB 0001241

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Initials _____

18. Provide necessary openings or other structural modifications for the routing of proposed air-conditioning piping from a remote source.
19. New 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.
20. 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).

Scope of Services

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

Design Services:

A. Schematic Design (SD)

1. Perform site verification visits, as required, in order to document the scope of work area.
2. Attendance by the Design Team to coordination meetings (for adjacent site work performed by other design professionals).
3. Research existing historical records of the City of Coral Gables as required.
4. Coordination of all requirements with City of Coral Gables Historic Preservation Department.
5. Prepare Schematic Design for Owner Approval.
6. One (1) Preliminary Estimate of Probable Construction Cost
7. Meeting with Owner to review the Schematic Design submittal.
8. In person presentation to City of Coral Gables Historic Preservation Board for SD approval by the Board.
9. In person presentation to the City of Coral Gables Board of Architects, as required, for SD approval by the Board.

B. Construction Documents (CD)

1. Complete Construction Documents for permit and for construction, (Architectural, Mechanical, Electrical, Plumbing, Structural Engineering)
2. One (1) Final Estimate of Probable Construction Cost
3. In person presentation to City of Coral Gables Board of Architects, as required, for CD approval by the Board.
4. Make corrections to the Construction Documents as required by the authorities having jurisdiction and provide formal response letters.
5. Document corrections required by permit review comments from the authorities having jurisdiction.
6. Review & Respond to RFI's during the Bid Phase of the project.

C. Construction Administration Services (CA)

1. Construction Administration is anticipated to have a duration of not to exceed 3 months to substantial completion.
2. Respond to RFI's (Request for Information)
3. Review and Approve Shop drawings/submittals
4. Review and approve contractor pay requisitions
5. Bi-monthly site visits (by the architect of record)
6. Punch list
7. Special Inspections by the Structural Engineer of Record are included in the fee.

Deliverables

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

1. Information package for submittal to Historic Preservation Board. Provide all documentation listed on the Certificate of Appropriateness Application (Site Plan, Floor Plans, Elevations, Photos, and Color/Material Sample, Letter of Intent, Regular size Plans, Reduced size Plans), as required for submission to the Board.
2. Two (2) sets of hard copies of Construction Documents plans for review and/or permitting.

Client Provided Information

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

- As-Built Plans
- Electronic files and drawings of existing systems and buildings

Fees and Payment

Compensation to GMPA for these services (Architecture, as well as Structural, Mechanical, Electrical and Plumbing Engineering) shall be a stipulated sum in the amount of one hundred five thousand, five hundred dollars (\$105,500.00) broken down as follows:

First Payment due upon execution of agreement	10.0%	\$10,550.00
Second Payment due upon completion of Schematic Design	25.0%	\$26,375.00
Third Payment due upon completion of Construction Documents	55.0%	\$58,025.00
Construction Administration (will be invoiced monthly)	10.0%	\$10,550.00
PROJECT TOTALS	100.0%	\$105,500.00

Excluded from Architect’s Basic Services

- Land Surveying
- Permit Fees
- Value Engineering
- Testing
- 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 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 \$800.00 for the duration of the project.

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

Schedule

Upon receipt of the executed agreement and first payment, we are ready to commence services on this project within 3 business days. The schedule of deliverables will be agreed upon with the Client. This is contingent upon receiving a signed agreement by April 8, 2019. In the event the schedule is extended due to causes not within the control of GMPA, our compensation will be equitably adjusted to account for the additional time in accordance with GMPA then current hourly rate schedule.

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 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 10% 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,



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

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.

AGREED AND AUTHORIZED:
This _____ day of _____, 2019
By: Agave Ponce LLC

Signature Title
Mr. Carlos Beckmann