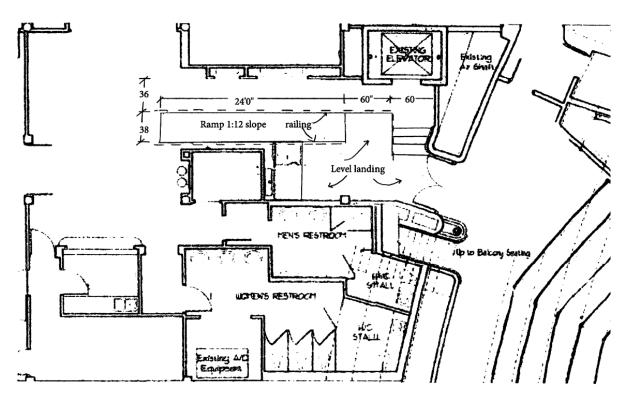


June 3rd, 2024.

Barbara Stein Executive Producing Director Actors' Playhouse at the Miracle Theatre 280 Miracle Mile Coral Gables, Florida 33134 <u>Bstein@actorsplayhouse.org</u> 305-444-9293. ext 105

## RE: Professional Services for: Actors' Playhouse at the Miracle Theatre, 2<sup>nd</sup> floor ADA Accessibility Improvement Project

Pursuant to your request, we are pleased to submit for your review this proposal for professional services in connection with the above-mentioned facility.



Space Plan Exhibit provided by client.

### #AA-COO1315

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1.0 PROJECT DESCRIPTION: Architectural Design Collaborative, Inc. from here on known as ADC or Architect, shall provide Architectural Services to design an accessible ramp to be used by patrons for the above referenced location. The project affects approximately 350 square feet of interior space on the second floor of an existing theatre for the Actors' Playhouse from here on known as the Client. The project is located in the City of Coral Gables, Miami-Dade County, Florida.

The Architect's basic services shall consist of a site visit to confirm the existing conditions of the area of work, a space plan proposing a solution and once approved, Construction Documents to be used for the purposes of obtaining bids from contractors and a building permit. The Architect shall be responsible for the coordination of all drawings and design documents relating to Architect's design and used on the project, regardless of whether such drawings and documents are prepared or performed by Architect, the Architect's consultants or by others.

The Architect shall:

- Meet with the tenant to understand the tenant's needs.
- Develop and provide a code compliant Space Plan based on the design that has provided by the client. (See exhibit above)
- Develop a Power, Data & Communication Plan and a Reflected Ceiling plan based on the design provided.
- Upon approval, begin developing the Construction Documents that will be used for the purpose of bidding the construction work and for obtaining a building permit from the local Authority Having Jurisdiction.
- No MEP engineering drawings are anticipated to be needed for this project.

## 2.0 SCOPE OF WORK (BASIC SERVICES):

Refer to items 2.1 thru 2.5 and refer to item (5.0), Compensation for Basic Services.

- 2.1 EXISTING CONDITIONS: The Client shall provide electronic (.dwg) drawings of the existing building drawings depicting space and building systems information that shall be deemed accurate for the purpose of the work that is to be conducted. The Architect will generate the following during this phase of the work:
  - **a.** Field Survey: Conduct a review of the existing field measurements and conditions along with a cursory review of the existing architectural wall layout. If base drawing information is deemed to be inaccurate or incomplete, the Architect will provide the work to generate an accurate base drawing.
  - **b.** Base plans: Based on field information, the Architect shall update the Client's drawings (.dwg), to be used in the further development of the project. The file will depict the existing conditions as found in the space.
  - c. Code Investigation & ADA Assessment: The Architect will conduct code research on the project to review occupancy, building requirements and permitting requirements. Based on this review and any additional available code information, the Architect will note any additional items not known at the time of this proposal that may be required to obtain a building permit and occupy the space proposed by the Client. Any additional items that may be required that will affect the design, costs or timelines for the project will be outlined and provided to Client in writing for review.
- 2.2 **PROGRAMING:** The Architect will generate the following during this phase of the work:
  - **a.** Discuss the project with the Client to establish team responsibilities, methods of approval, project procedures and schedule requirement for each project.
  - **b.** Consult with the Client to determine its criteria and objectives regarding design quality and Tenant general budget for the Project.
  - c. Provide one (1) meeting with the Tenant to obtain or verify Tenant's program for the project.

#AA-COO1315

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- **d.** If required due to the complexity & size of a project, the Architect may conduct additional meetings, *to be invoiced as an additional service,* to interview the Client in an effort to obtain detailed information regarding space usage, projected growth or organizational changes, including, but not limited to:
  - Size and function of departments or spaces.
  - Document space use.
  - Requirements for offices, workstations (secretarial, clerical, managerial and professional) and common-use areas (conference, reception, files, storage, training).
  - Requirements for special areas and support areas.
  - Adjacency priorities, (i.e., relationships among various groups affecting workflow and communications.)
- e. Present the above information to Tenant for review and written approval.
- 2.3 SPACE PLANNING: Upon the Tenant's approval of the program, the Architect shall provide the following:
  - **a.** Perform a thorough code investigation for Tenant's space(s) and shall incorporate such findings into the space plans.
  - **b.** Develop the space plan. This plan will indicate the basic layout and dimensions of the offices, work areas and corridors and will also include proposed furniture layouts. Included in this phase will be one change as required to meet programmatic requirements and secure the Tenant's approval.
  - c. Begin the coordination with the appropriate consultants (i.e., MEP engineers, structural, lighting, acoustics, etc.).
  - **d.** Provide one (1) meeting to present the above information to Tenant for review and written approval.
  - e. Provide one (1) space plan with one (1) revision to accommodate the Tenant's comments or requests. Additional revisions and changes requested by the Tenant or Client may be provided as an additional service.
- **2.4 SCHEMATIC DESIGN DRAWINGS:** Upon Client approval of the space plan, the Architect shall provide the following:
  - **a.** Prepare schematic design drawings that will provide more information regarding the proposed design of the renovation or tenant build-out.
  - **b.** Drawings to be provided shall be limited to plan drawings such as floor plan, demolition plan, powerdata & communication plan, and a reflected ceiling.
  - c. Issue the schematic design drawings for Client and Tenant's review and approval.
- **2.5 DESIGN DEVELOPMENT:** Upon Client approval of the schematic design drawings, the Architect shall prepare design development drawings that will further clarify and develop the design of the project:
  - **a.** Further develop and refine the approved schematic design drawings provided and prepare complete design development drawings, with an allowance of two revisions, including: building floor plans and elevations, interior partition plans, power and communications plan, furniture and equipment lay-outs, reflected ceiling plans, proposed design details.
  - **b.** Coordinate with the client for finish selections for the project.
  - c. Coordinate with all consultants if any, (MEP engineer, lighting, equipment, security, audio visual, etc.).
  - **d.** The Architect shall review with the Client approaches to design and construction of the project as required to maintain projected budgets and timelines.

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- 2.6 CONSTRUCTION DRAWINGS: The Architect shall prepare construction drawings setting forth the information to construct the space and prepare the drawings for permit submittal. This phase shall consist of and be not limited to the following:
  - **a.** Prepare construction documentation/demolition plans for building permit submission, including final floor plans, elevations, building details, interior partition plan, power & communications' plan, reflected ceiling plan, elevations and details as required, finish plan and product specifications.
  - **b.** Detail millwork as required.
  - c. Provide the MEP engineer with the design intent and requirements for lighting, heating, ventilating, air conditioning, electrical, voice/data cable distribution, redundant MEP systems, and plumbing requirements necessitated by the space plan. This information will be included in construction documents issued by the engineer to accurately reflect the project design intent.
  - **d.** Prepare plans and specifications for procuring and installing all non-systems workstation furnishings, including coded plans for location of all new furniture.
  - e. Coordinate with the project consultants on the construction documents.
- 2.7 CONSTRUCTION ADMINISTRATION: The Architect shall provide construction administration as follows:
  - **a.** Review shop drawings and submittals for compliance with approved design concepts and specifications set forth in the construction documents from 5 to 7 business days after proper submission by the General Contractor.
  - **b.** Conduct one (1) standard site visit at construction to observe the chalk line floor layout prior to framing.
  - c. Review General Contractor requests for information (RFI) from 3 to 5 business days of submission.
  - **d.** During construction and installation, be available as needed to ensure that installation is in accordance with the construction documents.
  - e. Review submittals of the product or equipment manufacturers for compliance in accordance with the design documents.

# 3.0 EXCLUDED FROM THE PROPOSAL:

- MEP Engineering or Fire Alarm Engineering Plans.
- Renderings and mock-up models.
- Fire sprinkler suppression design & or shop drawings.
- Geotechnical and environmental surveys and reports.
- Structural engineering, design, testing and reports.
- Permit plans expediting services & building department permit fees.
- Additional time expended on construction issues beyond our control or due to building system deficiencies & upgrades.
- Value Engineering, re-design required as a result of architect, owner, contractor or suppliers.
- Lighting photometric design and certifications.
- Scheduled conference calls & meetings other than noted here-in.
- LEED / USGBC coordination specification and certification(s).
- Bidding & negotiations or general contractor evaluations.
- General contractor pay application(s) review.
- Construction punch list review & reports.
- Sign and branding design.
- Work beyond the project lease lines.
- Restrooms
- Building or tenant equipment & system redundancies.

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- 4.0 **FINAL REPORTS:** ADC will perform the work and provide the following deliverables:
  - Provide two (2) signed/sealed copies of drawings and specifications.
  - Provide electronic (pdf) copies of the permit drawings.

Note: Any additional sets shall be reimbursable expenses.

5.0 COMPENSATION FOR BASIC SERVICES – ARCHITECTURAL SERVICES: The Architect will perform the work required as defined in the Scope of Work, and as based on the Project Description for fees as stipulated below. Any revision to the construction documents constitutes an additional service and will be reimbursed accordingly.

Phase	Description	Fee
2.1	Existing Conditions (measurement & input)	\$360.00 (hourly estimate)
2.2	Programming	N/A
2.3	Space Planning	\$500.00
2.4	Schematic Design Drawings	
2.5	Design Development Drawings	
2.6	Construction Drawings	
	- Architecture:	\$4,750.00
	- MEP Engineering (not anticipated)	
2.7	Construction Administration	Hourly as needed.
TOTAL AMOUNT:		\$5,610.00

### 5.1 COMPENSATION FOR BASIC ARCHITECTURAL SERVICES:

### 5.2 PAYMENT TERMS AND CONDITIONS:

50%	(\$2,805.00)	Due upon commencement of work.
40%	(\$2,244.00)	Due upon completion of Construction Documents.
10%	(\$561.00)	Due Upon substantial completion of project.

6.0 COMPENSATION, REIMBURSABLES, FOR ADDITIONAL SERVICES: Architectural Design Collaborative will perform the work required as defined in the Scope of Work, and as based on the Project Description for a fees stipulated below. Any scope of work that is beyond services noted above shall be considered an additional service may constitute an additional service and will be reimbursed as noted below.

#### #AA-COO1315

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- 1. Reimbursable expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the following paragraphs. Reimbursable related to additional services expenses are billed as direct expenses, with a 1.25 multiple factor.
- 2. Administration of consultant agreements, invoices and payments are billed as direct expenses, with a 1.15 multiple factor.
- 3. Expense of transportation in connection with Project: living expenses in connection with out-of-town travel, long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Projects.
- 4. Expense of reproductions, plotting, postage and handling of Drawings, Schedules, Specifications and other documents, excluding reproductions for the office use of the Architect and Architect's consultants.
- 5. Expense of data processing and Photographic Production Techniques when used in connection with Additional Services.
- 6. If authorized in advance by the Owner, expense of overtime works requiring higher than regular rates.
- 7. Making revisions in Drawings, Schedules, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required subsequent to the preparation of such documents or due to other causes not solely within the control of the Architect will be billed.
- 8. Preparing Drawings, Schedules, Specifications an supporting data and providing other services in connection with Change Orders to extent that the adjustment in the Basic Compensation resulting from the adjusted Project Cost is not commensurate with the service required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.
- 9. Making investigations, surveys, evaluations, inventories or detailed appraisals of existing facilities, furniture, furnishing and equipment, and the relocations thereof, and other services required in connection with work performed, if furnished by the owner.
- 10. Providing services made necessary by the default of any Contractor of supplier, by major defects of deficiencies in their work, or by failure of performance of either the Owner or the Contractor under may contract for the Work.
- 11. Preparing a set of reproducible record drawings, schedules of specifications showing significant changes in the work made during the performance thereof based on markup prints, drawings and other data furnished by the Contractor to the Architect.
- 12. Preparing to serve or serving as an expert witness in connection with any public hearing arbitration proceeding of legal proceeding.
- 13. Special studies for the Project such as analyzing acoustical requirements, record retention, communication, and security systems.

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14. **Additional services:** Any additional services provided will be based on fixed hourly rates for principals as shown below.

Principals	\$ 185.00
Associate	\$ 145.00
Senior Project Managers	\$ 135.00
Project Manager	\$ 120.00
Draftsperson	\$ 90.00
Clerical	\$ 65.00

15. **Reimbursable:** Reimbursable are billed as an additional expense and are not included in the basic service fee unless specifically noted in the proposal.

Drawing prints, Office Copies, Courier Services, Express mail services, Postage Hotels, Airline Tickets & other travel related expenses, i.e. car rental

- 16. Expense of automobile transportation in connection with the project such as local tolls, parking fees and mileage. Mileage shall be charged at \$0.625 per mile for local projects.
- 17. **Out of town** shall be considered any project that lies beyond a 60-mile radius from the nearest ADC office locations. ADC office locations are as follows:

ADC – Miami (HQ) 235 Alcazar Ave. Coral Gables, FL 33134 ADC – Orlando 945 North Pennsylvania Ave. Winter Park, FL 32789 ADC – Washington DC 400 East Pratt Street, 8th Floor Baltimore, MD 21202

ADC – Charlotte 301 McCullough Dr., Suite 400 Charlotte, NC 28262 ADC - Atlanta 715 Peachtree St., Suite 100 Atlanta, GA 30361

ADC - Dallas 2919 Commerce Street, Suite 364 Dallas, TX 75226

## 7.0 GENERAL CONDITIONS:

- This proposal is based upon the understanding that all required utility services provided in the basic shell building are adequate to service the intended occupancy and are accurately reflected on the original building shell construction documents. A full set of existing building construction documents shall be provided to the Architect at the Client's Expense.
- 2. It is our professional opinion that all work as defined in the Scope of Work, and as based on the Project Description, can be performed within the contract amount specified. In the event that there are changes in the Scope of Work and/or Project Description, we would then re-evaluate the amount of work necessary to complete this phase and revise the contract amount accordingly upon mutual agreement.

We trust this proposal meets with your approval, and we welcome any comments or questions which you may have. We look forward to our continued relationship.

Andrés Rodriguez, Associate Principal ADC

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# 8.0 AGREEMENT BETWEEN BOTH PARTIES:

Prepared By:

Architectural Design Collaborative, Inc. Company

Signature

Associate Principal

Title

Andrés Rodriguez

Print Name

06/03/2024

Date

ACCEPTED BY:

Company

Name

Title

Print Name

Date

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