

January 19, 2021

Spencer L. Shambray, CPPB  
Purchasing Manager  
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**Re: RFQ 2020-006 – Professional Design Criteria Development Services**

**Architectural Services Proposal – City of Margate – 901 Administration Building Addition and Renovation**

**Programming, Conceptual Plans, Conceptual Renderings, Budget Estimate, Design Criteria Package, Bidding, Construction Plan Reviews, Permit Assistance, Construction Administration, and Warranty Phase Services**

Dear Mr. Shambray:

The firm of Walters Zackria Associates, PLLC (Consultant) proposes the following scope of work and fee schedule for the above-mentioned project.

**I. PROJECT DESCRIPTION**

City of Margate (City) is considering the constructing a new addition and renovating the existing 901 Administration Building located at 901 NW 66th Avenue, Margate, FL 33063 to expand office functions and provide better customer service from one central location.

To be able to make informed decisions regarding the construction of a new facility, City requires Architectural services including Project Needs Analysis, Programming, Conceptual Building Plans, Conceptual Site Plans, Conceptual Elevations, Conceptual Renderings, and Budget Estimate. In Addition, City has decided to proceed with Design / Build method of procuring the construction services. As such, City requires Design Criteria Professional services, including developing a Design Criteria Package and assistance with Bidding, Construction Plan Reviews, Permit Assistance, Construction Administration, and Warranty Phase Services.

**II. SCOPE OF WORK**

The following is a description of the Scope of Services to be provided under this proposal. Services will include:

1. **Building Program:** Consultant will prepare an updated the building program based on the latest proposed functions for the Facility.

2. Conceptual Building Plan: Consultant will design floor plan concept for the proposed Facility.
3. Conceptual Site Plan: Consultant will design conceptual site plan for the Facility.
4. Conceptual Elevations: Consultant will design conceptual elevations for the Facility.
5. Conceptual Renderings and Modeling: Consultant will design conceptual renderings for the Facility.
6. Budget Estimating: Consultant will prepare updated budget estimate for the construction of the Facility.
7. City Presentations: Consultant will prepare a Power point presentation for City staff to present the project to City Commission.
8. Design / Build Criteria Package: Consultant will prepare a design / build criteria package and assist City in the advertising and selection of a design building team to complete the project.
9. Bidding: Consultant will attend pre-bid meeting, address RFI's and prepare addenda, review D/B submittals, attend D/B selection presentations, and advise in the D/B team selection.
10. Construction Document Review: Consultant will review Construction Documents prepared by D/B team and provide comments at 60%, 90% and 100% stages.
11. Permit Assistance: Consultant will track permit submittals and revisions prepared by D/B team.
12. Construction Phase: Consultant will act as the owner's representative for the project during construction. This will include attending bi-weekly meetings, reviewing and responding to RFI's, reviewing shop drawings, and visiting the site twice / week to access construction quality and progress. At the end of the construction period, Consultant will attend substantial completion and final completion walk-thrus and prepare punch lists for each.
13. Warranty Phase: Consultant will obtain from City any warranty issues that arise and will notify the D/B team for required corrective action for 1 year after substantial completion.

## **PHASE 1 – SCHEMATIC DESIGN SERVICES**

### **TASK 1.1 BUILDING PROGRAM**

Consultant will prepare a building program. Program will convert City's needs into building areas with approximate spatial size, adjacency relationships, equipment requirements, occupancy requirements, and programmatic considerations, etc. The Consultant shall provide a draft building program report to City. City will review and provide comments on the draft report, and the Consultant shall address City comments and produce a final building program report.

Deliverables: The Consultant shall provide a draft building program report and a final building program report.

### **TASK 1.2 SCHEMATIC DESIGN**

#### **CONCEPTUAL FACILITY PLAN**

Based on the final building program report, Consultant will prepare a draft conceptual Facility plan illustrating a layout for the proposed Facility. Consultant will present the conceptual layout to City staff for discussion. City will review and provide comments on the draft conceptual Facility plan, and the Consultant shall address City comments and produce a final a final conceptual Facility plan.

Deliverables: The Consultant shall provide a (1) draft conceptual Facility plan and (1) final conceptual Facility plan.

#### **CONCEPTUAL SITE PLAN**

Based on the final conceptual Facility plan, Consultant will prepare up to two conceptual site plans illustrating a layout for the proposed buildings, parking, circulation, secure and public areas, etc. Consultant will present the



conceptual site plans to City staff for discussion. City will review and provide comments on the draft conceptual site plans, and the Consultant shall address City comments and produce final site conceptual plans.

Deliverables: Consultant shall provide (1) draft conceptual site plan and (1) final conceptual site plan.

### CONCEPTUAL ELEVATIONS

Based on the final conceptual Facility plan, Consultant will prepare two public street view elevations illustrating a basic look and feel for the proposed buildings. Consultant will present the conceptual elevations to City staff for discussion. City will review and provide comments on the draft elevations, and the Consultant shall address City comments and produce final elevations.

Deliverables: The Consultant shall provide (2) draft elevations and (2) final elevations.

### CONCEPTUAL MASSING MODEL

In conjunction with the Conceptual Elevations, Consultant shall develop a massing model for the proposed building.

Deliverables: The Consultant shall provide (1) draft massing model and (1) final massing model.

### TASK 1.3 CONCEPTUAL RENDERINGS

Consultant will prepare colored site plan and building renderings for (1) design concept.

### TASK 1.4 BUDGET ESTIMATE

Based on the final conceptual site plan, Consultant will provide City with budget estimate for the construction of the Facility. City will review and provide comments on the budget estimate. Budget estimate shall provide for owners contingency.

Deliverables: The Consultant shall budget estimate.

### TASK 1.5 CITY COMMISSION PRESENTATION

Consultant will prepare powerpoint presentation for City staff to present the project concepts to the City Commission.

Deliverables: The Consultant shall provide PDF Powerpoint presentation on a disc.

### TASK 1.6 PRELIMINARY SITE PLAN REVIEW

Consultant will submit schematic design drawings to City zoning department for preliminary review. Consultant shall include the comments in the design criteria package for the selected team to address.



## PHASE 2 – DESIGN CRITERIA

### TASK 2.0 DESIGN CRITERIA PACKAGE SERVICES

Consultant will prepare a Design Criteria Package, act as the Design Criteria Professional, and assist City in the advertising and selection of a design building team to complete the project.

The terms "design-build firm," "design-build contract," "design criteria package," and "design criteria professional" are defined in State law. (F.S. 287.055(2) (h), (i), (j) and (k))

#### Selection and Procurement Process

##### A. Design Criteria Professionals

The design criteria package shall be prepared and sealed by a Design Criteria Professional (DCP) employed by or retained by the City. A DCP who has been selected to prepare the design criteria package shall not be eligible to render services under the design-build contract executed pursuant to the design criteria package. At a minimum, the professional services contract will provide for the following:

1. The preparation of a design criteria package for the project
2. Consultation concerning the evaluation of the bids submitted by the design-build firms
3. Review and recommendations regarding the detailed working drawings of the project
4. Evaluation of compliance of project construction with the design criteria package

##### B. Design-Build Firms

City shall award design-build contracts in accordance with the Procedures for Selection of Design-build Firms, which procedures provide at a minimum for the following:

1. The qualification and selection of no fewer than three (3) design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof
2. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project
3. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals
4. In the case of public emergencies, for City to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time. City will supervise or approve the detailed working drawings of the project as appropriate.

### TASK 2.1 DESIGN CRITERIA DOCUMENT SERVICES

Once a schematic design approval is received from City, Consultant will proceed with Design Criteria Development Services. Consultant will provide complete schematic design package, establish minimum D/B team qualifications,



Consultant will proceed with and will provide design narratives for the following areas:

1. Architectural.
2. Structural engineering
3. Mechanical Engineering
4. Electrical Engineering
5. Plumbing Engineering
6. Fire Protection Engineering
7. Civil engineering
8. Landscape Architecture
9. Information Technology

Project Specifications will be prepared for all building systems and components in CSI Masterformat.

Documents prepared under task 2 will be reviewed by firm principals for quality control and coordination.

#### **TASK 2.2 BIDDING SERVICES**

Consultant will attend pre-bid meeting, respond to any RFI's, review submittals, and assist City in the selection of the best qualified team.

### **PHASE 3 – CONSTRUCTION DOCUMENT REVIEW**

#### **TASK 3.0 CONSTRUCTION DOCUMENT REVIEW SERVICES**

Consultant will review Construction Documents prepared by D/B team and provide comments at 60%, 90% and 100% stages.

### **PHASE 4 – PERMIT PHASE ASSISTANCE**

#### **TASK 4.0 PERMIT PHASE ASSISTANCE SERVICES**

Consultant will track permit submittals and revisions prepared by D/B team.

### **PHASE 5 – CONSTRUCTION PHASE**

#### **TASK 5.0 CONSTRUCTION PHASE SERVICES**

Consultant will act as the owner's representative for the project during construction. This will include attending bi-weekly meetings, reviewing and responding to RFI's, reviewing shop drawings, and visiting the site twice / week to access construction quality and progress. At the end of the construction period, Consultant will attend substantial completion and final completion walk-thrus and prepare punch lists for each.

Consultant will oversee the D/B team's submittal for green building certification and building commissioning.



## **PHASE 6 – WARRANTY PHASE**

### **TASK 6.0      WARRANTY SUPPORT SERVICES**

Consultant will obtain from City any warranty issues that arise and will notify the D/B team for required corrective action for 1 year after substantial completion.

### **III. DELIVERABLE FORMATS**

The following is a summary of the deliverables from the Consultant to City:

1. Design Criteria Package – PDF files

City shall be the owner of all materials, drawings, specifications, documents, and any other information produced as a result of this Agreement. Consultant agrees to provide any undelivered materials, drawings, specifications, documents, and any other information to City within ten (10) days of the completion, expiration, or termination of this Agreement.

### **IV. SUPPORT SERVICES BY CITY**

The following is a summary of the support needed from City to successfully complete this project:

1. Consolidate and provide review comments to Consultant within 7 day timeframe.
2. City shall provide access to the Facility. \*
3. City shall provide current and future staffing and growth projections. \*
4. City shall provide existing building and utility drawings. \*
5. City shall provide current site survey in CAD format. \*
6. City shall provide soil borings \*\*

\*Due prior to Consultant receiving an NTP.

\*\*Due prior to Consultant beginning Task 2.0



## **V. COMPENSATION**

Compensation for services rendered under this Proposal will be on a Lump sum basis for Phases 1 to 4 and 6. Phase 5 will be billed hourly not to exceed (HNTE) in accordance with the terms and conditions of the Agreement for Professional Services between City and Walters Zackria Associates, PLLC. Architecture, Engineering Services fees per Task:

<b>PHASE 1 - SCHEMATIC DESIGN SERVICES</b>	<b>\$ 62,850.00</b>
<b>PHASE 2 - DESIGN CRITERIA SERVICES</b>	<b>\$ 49,680.00</b>
<b>PHASE 3 - CONSTRUCTION DOCUMENT REVIEW SERVICES</b>	<b>\$ 25,480.00</b>
<b>PHASE 4 – PERMIT PHASE ASSISTANCE SERVICES</b>	<b>\$ 8,290.00</b>
<b>PHASE 5 – CONSTRUCTION PHASE SERVICES (HNTE)</b>	<b>\$ 98,060.00</b>
<b>PHASE 6 – WARRANTY PHASE SERVICES</b>	<b>\$ <u>5,180.00</u></b>
<b>TOTAL LABOR AMOUNT</b>	<b>\$ 249,540.00</b>
Reimbursables (Not To Exceed)	\$ 5,000.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ 254,540.00</b>

### Reimbursable Items

Reimbursable items shall include blueprinting, photography, copying, plotting, color renderings, material boards, etc. These will be billed as direct expenses. It is suggested that City allocate a reimbursable budget of \$5,000.

## **VI. SCHEDULE**

Upon receipt of the executed work authorization, Consultant shall proceed with the work as described above and complete all task as follows:

TASK	Time to Complete from Notice to Proceed
<b>PHASE 1 - SCHEMATIC DESIGN</b>	
Task 1.1 Building Program	30 days
City review and Comment	7*
Resubmittal	10 days
Task 1.2 Schematic Design	30 days
City review and Comment	7*
Resubmittal	10 days
Task 1.3 Conceptual Renderings	10 days
Task 1.4 Budget Estimate	10 days
Task 1.5 City Presentation	30*
Task 1.6 Preliminary Site Plan Review	30*



**PHASE 1** 100 Calendar Days

**PHASE 2 - DESIGN CRITERIA SERVICES**

Task 2.1	Design Criteria Services		45 days
	City review and comment	14*	
	Resubmittal		15 days
Task 2.2	Bidding	90*	

**PHASE 2** 60 Calendar Days

**PHASE 3 - CONSTRUCTION DOCUMENT PHASE SERVICES**

Task 3.0	Construction Document Review (10 days per stage)		30 days
	D/B Document preparation	*120	

**PHASE 3** 30 Calendar Days

**PHASE 4 - PERMIT PHASE ASSISTANCE SERVICES**

Task 4.0	Permit Tracking and Coordination	90*	
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**PHASE 4**

**PHASE 5 - CONSTRUCTION PHASE SERVICES**

Task 5.0	Construction Administration Assistance	365*	
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**PHASE 5**

**PHASE 6 - WARRANTY PHASE SERVICES**

Task 6.0	Warranty Support Services	365*	
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**PHASE 6**

Total Project Time 1308 Calendar Days\*

\* City and D/B Periods are allowances – actual number of days will vary and are out of Consultant’s control.





## **VII. AGREEMENT**

***Additional Services*** - Additional services, if requested by the owner, shall include any tasks not mentioned above. Additional services can be performed, if requested, at firm's standard hourly rates. The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Design Development Drawings
- Construction Documents
- Any work not specifically listed in the scope of work included in this proposal.

***Project Schedule*** - Project schedule as noted in this proposal.

***Payment Terms*** – Services will be invoiced at the completion of each phase. Payment will be expected within (30) days. A periodic charge of 1.5% / month will be charged on late payments.

***Compliance with Laws*** - Architect shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

***Ownership of Documents*** - Documents prepared by architect for the Project are instruments of service and shall remain the property of architect. Record documents of service shall be based on the printed copy. Architect will furnish documents electronically however the CLIENT releases Architect from any liability that may result from documents used in this form. Architect shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

***Third Party Claims*** - The CLIENT will compensate architect for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of Architect.

***Limitation of Liability*** - In recognition of the relative risks and benefits of the project to both the CLIENT and Architect, the risks have been allocated. The CLIENT agrees to limit the liability of Architect for all claims related to this project at \$50,000. **Note! Pursuant to Florida Statute 558.0035, an individual employee or agent of this Firm may not be held individually liable for negligence.**

***Scope of Services and Fees*** - The scope of services for this project is based on the assumptions stated in the Proposal and information provided by the CLIENT. If the conditions encountered materially vary from those indicated, or if the Client directs Architect to modify the scope of services orally or in writing, the costs and/or performance time established by the Proposal will be modified accordingly. Fees for services have been established in the Proposal. Unless other arrangements are established in the Proposal, fees shall be accrued hourly on a portal-to-portal basis.

***Expenses*** - Material expenses and supplies; shipping charges; reproduction or copy charges, equipment rental; fees advanced on CLIENT's behalf, as well as all other ordinary reimbursable expenses incurred during the performance of the services set forth in the Proposal shall be reimbursed at Cost. Where applicable, equipment usage will be reimbursed as set forth in the Proposal.



**Performance** - Architect and its employees will exercise that degree of skill and care ordinarily exercised by members of the profession performing similar services in the geographical area where the services are being provided. NO OTHER WARRANTY, OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED, WITH RESPECT TO PROVIDING ANY SERVICES WHATSOEVER, INCLUDING THE FURNISHING OF ANY ORAL OR WRITTEN REPORTS. Architect is not a guarantor of the project to which its services are directed or of any element thereof. Architect's responsibility is limited to performance of the services set forth in the Proposal in accordance with the standard of care set forth in this Paragraph. Architect is not responsible for acts or omissions of the CLIENT, or for third parties not under its direct control. By agreeing to this Contract, the CLIENT waives any and all claims for and forever releases Architect from any special, indirect or consequential damages including loss of use or loss of profit. Architect may rely upon information supplied by the Client or its contractors or consultants, or information available from generally accepted reputable sources, without independent verification. Conclusions by Architect based on studies, observations and/or test results are limited to the specific conditions for which the studies, observations and/or tests were performed.

**Hazardous Material** - Architect shall bear no responsibility for the discovery, presence, handling, removal or disposal of hazardous or dangerous materials. The Contractor may be required by Agencies having Jurisdiction to pay for permits for additional testing of asbestos or other such hazards. Architect shall bear no responsibility for these additional costs.

**Safe Working Environment** - Contractor has the duty to provide a safe working environment to employees and if Architect reasonably determines the working conditions to be dangerous, then Architect may, without penalty, cease the performance of its services and withdraw its employees from the project until such dangerous conditions are corrected. In the event that Architect ceases the performance of its services in accordance with this section, Architect shall be entitled to an equitable adjustment to its compensation to account for any additional costs and expenses incurred as a result of such actions.

**Termination** - The CLIENT must provide, in writing, notice of dissatisfaction of services and provide opportunity for Architect for correction(s). If correction or solution to problem is not made within 10 business days, termination can be completed. Neither party may terminate this Agreement at any time unless the other party materially fails to perform its obligations hereunder. In the event of termination of this Contract for any reason whatsoever, the CLIENT shall pay Architect for all Services rendered to the date of termination, and all reimbursable expenses incurred prior to termination. In the event that the Contract is terminated for any reason other than material breach by Architect the CLIENT shall pay Architect reasonable termination expenses incurred as the result of such termination.

**Disputes** - All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Contract or any breach thereof, shall be submitted to non-binding mediation as a necessary prerequisite to any other means of dispute resolution. A neutral Mediator selected by mutual agreement of Architect and the CLIENT shall aid any such mediation.

**Concealed Conditions** - This Agreement is based solely on the observations Architect was able to make with the structure in its current condition at the time this Agreement was bid. If additional concealed conditions are discovered once work has commenced, which were not visible at the time the proposal was bid, Contractor will stop work and point out these unforeseen concealed conditions to Architect so that CLIENT and Architect can execute a Change Order for any Additional Work.

**CHAPTER 558, FLORIDA STATUTES**, Contains important requirements you must follow before you may bring any legal action for an alleged construction defect. Sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice, referring to chapter 558, of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction



defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.

**Subpoenas and Court Orders** - Except in the case of an action by CLIENT against Architect, CLIENT shall be responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued by any party in conjunction with any services performed by Architect for the CLIENT. Charges shall be based on billing rates in effect at the time of such response. The parties hereby irrevocably submit to the jurisdiction of the state or federal courts located in Broward County, Florida in connection with any suit, action or proceeding arising out of or related to this Agreement.

**Latent Defects in Existing Construction** - Architect shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred from the completion of the Services that all defects will have been either observed or recorded. In as much as inspection or rehabilitation of an existing building requires certain assumptions that cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, Architect shall not be responsible for costs of corrective work or any other expense or cost arising from any latent defects in existing conditions, or the accuracy or inaccuracy of drawings or information provided to Architect. Where Architect's services are limited to the performance of representative visual inspection of limited areas of the building or structure, Architect shall only be responsible for that which can be reasonably observed at such representative locations.

**Standard Rates** – Billing rates for all additional services shall be as follows:

	<b>HOURLY</b>
<b>TITLE</b>	<b>RATE</b>
<b>Registered Architect</b>	<b>\$ 250.00</b>
<b>Project Manager 1</b>	<b>\$ 190.00</b>
<b>Project Manager 2</b>	<b>\$ 150.00</b>
<b>Cad Operator Level 1</b>	<b>\$ 110.00</b>
<b>Administrative</b>	<b>\$ 95.00</b>

Rates are effective from 1-1-20 to 12-31-21. Rates are subject to increase after the effective period. Hourly rates may be adjusted annually after the first full year of this AGREEMENT. In no instance may any adjustment exceed 5% in any one year.

**Mold** - Services related to mold, asbestos or contamination detection and abatement are not considered to be a part of this proposal.

**Shop Drawing Review** – Limited to items noted in scope of work.

**Platting** – It is assumed that the site is currently platted. If platting is required, the CLIENT shall hire a civil engineer / surveyor to obtain a new plat. If the architect hires civil engineer / surveyor for site platting, this shall be an additional service and billed accordingly.

**Utility Service Connection** – Design and Permitting are excluded from scope of work.



**Traffic Concurrency Review** - CLIENT shall hire a traffic engineer for any traffic concurrency review, recommendations, and implementation, if required. If the architect hires traffic engineer, this shall be an additional service and billed accordingly.

**Site Survey** – The CLIENT shall hire a survey firm to compile an accurate current CAD survey which includes roads, boundaries, easements, topography at max. 25’ grid, existing building location and size, existing tree location with species and size, existing equipment including location of all underground fuel storage tanks, and all grade changes, all existing visible and concealed utility information. All existing improvements, such as parking lots, fencing, light poles, etc., shall be shown. Architect shall not be responsible or liable for undocumented or inaccurate survey information. If the Architect hires surveyor, this shall be a reimbursable item.

**Geotechnical Testing and Recommendation** – The CLIENT shall retain a soil testing agency and provide soils borings and exfiltration testing as dictated by the architect or the sub-consultants. If the Architect hires geo-technical engineer, this shall be a reimbursable item.

Please note that the firm cannot be held liable or responsible for undocumented or concealed existing site or building conditions.

Please contact our office if you have any questions regarding this proposal. Services will be initiated once we receive a purchase order and Notice to Proceed. Thank you.

Sincerely,

Client Approval

Date



Abbas H. Zackria, RA, CDT, LEED AP  
Principal Architect

