

CARTAYA &
ASSOCIATES
ARCHITECTS

Work Authorization No. 1
Blanche Ely Museum Renovation

The services rendered pursuant to this Work Authorization No. 1 are in accordance with the terms and conditions of the agreement for the Architectural and Engineering Design Services between the City of Pompano Beach and Cartaya and Associates, Architects, P.A. dated December 14, 2015 and approved by the City Ordinance No. 2016-31.

Project Scope:

- Provide Documents for the renovation of the Blanche Ely Museum through Pre-DRC/DRC/AAC City of Pompano reviews
- Renovation layout shall follow preliminary plans provided by the City of Pompano

Architectural and Engineering Fees:

Cartaya and Associates, Architects, P.A.:

Design Development

- Principal: 4 Hours @ \$150.00/Hour:.....\$600.00
- Project Manager: 40 Hours @ \$100.00/Hour:.....\$4,000.00
- Sr. Draftsman: 80 Hours @ \$70.00/Hour:.....\$5,600.00
- Subtotal Design Development:.....\$10,200.00

Pre-DRC/DRC/AAC

- Principal: 0 Hours @ \$150.00/Hour:.....\$0.00
- Project Manager: 60 Hours @ \$100.00/Hour:.....\$6,000.00
- Sr. Draftsman: 40 Hours @ \$70.00/Hour:.....\$2,800.00
- Subtotal Pre-DRC/DRC/AA:.....\$8,800.00

Subtotal Architectural Fees:.....\$19,000.00

Keith and Associates – Civil Engineering

- See Attached Proposal:.....\$27,605.00

Thornton Thomasetti – Structural Engineering

- See Attached Proposal:.....\$3,750.00

Delta G Consulting Engineers – MEP Engineering

- See Attached Proposal:.....\$1,500.00

Subtotal Architectural and Engineering Fees:.....\$51,855.00

Reimbursable Expenses:

- Limited to Courier and Reproductions Expenses:.....\$1,000.00

Total Architectural and Engineering Fees:.....\$52,855.00

AAC001388

QUALITY
ARCHITECTURE
AND SERVICE
SINCE 1979

2400 E COMMERCIAL BOULEVARD | SUITE 201
FORT LAUDERDALE | FLORIDA | 33308

PHONE: (954) 771-2724
WWW.CARTAYAANDASSOCIATES.COM



CARTAYA &
ASSOCIATES
ARCHITECTS

Standard Hourly Rates:

- Principal:.....\$150.00/Hour
- Project Manager:.....\$100.00/Hour
- Sr. CAD Draftsman:.....\$70.00/Hour
- Jr. CAD Draftsman:.....\$55.00/Hour
- Clerical:.....\$45.00/Hour

Schedule:

Architect and Engineering Delivery Schedule for City Review and Comment (does not include City Review time)

- Phase 1: Design Development:.....8 weeks
- Phase 2: Pre-DRC/DRC/AAC/P&Z Reviews:.....N/A

Services Not Included:

- BIM/Revit Drawings
- LEED Services
- Permit Fees
- Surveying
- Geotechnical Investigations
- Cost Estimating

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November 4, 2016
(Revised December 16, 2016)

Juan Justiniano AIA, AICP, LEED AP BD+C
Vice President
Cartaya and Associates Architects, P.A.
2400 E. Commercial Boulevard, Suite 201
Fort Lauderdale, FL 33308
P (954)771-2724 Ext. 4
jjustiniano@cartayaandassociates.com
www.cartayaandassociates.com

RE: Agreement for Professional Services
Project Name: Blanche Ely Museum
Project Location: City of Pompano Beach
Our Project/Proposal Number: 10020.M0

Dear Mr. Justiniano:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith & Associates, Inc. ("CONSULTANT"), and Cartaya & Associates, P.A. ("CLIENT") for professional services is submitted for your consideration and approval. CONSULTANT will begin work after receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed.

I. PURPOSE OF AGREEMENT/PROJECT DESCRIPTION

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CLIENT, and to establish the contractual conditions between CONSULTANT and CLIENT with respect to the proposed services.

CONSULTANT is to provide professional services associated with Planning, Surveying, Engineering and Landscape Architecture for the Blanche Ely Museum property and the adjacent vacant lot generally described as Sanders Park 31-49 B, Lot 15, 16 and 17, Block 2, situated in Section 26, Township 48 S, Range 42 E, within the City of Pompano Beach, Broward County, Florida, containing approximately 0.46 acres (the "Project").

II. SCOPE OF SERVICES

Section 1 - Engineering Services

Task 001 Preliminary Engineering Plans (Site Plan Approval Only)

The CONSULTANT shall prepare preliminary engineering plans to support the proposed improvements as show on the Site Plan provided by the CLIENT. Preliminary calculations will be

prepared and plans shall include the level of detail necessary to show the proposed stormwater management system for the proposed development as required for Site plan approval.

The CONSULTANT shall have preliminary meetings with the City of Pompano Beach, and other agencies having jurisdiction over the project.

The Lump Sum Fee for this Task shall be.....\$4,295.00

Task 002 Final Engineering Plans

Not a part of this proposal. To be provided after Site Plan approval.

Task 003 Permitting

Not a part of this proposal. To be provided after Site Plan approval.

Task 004 Miscellaneous Project Coordination

The CONSULTANT shall attend pre and post application meetings with the agencies having jurisdiction over the project to review the proposed design. In addition, the CONSULTANT shall provide miscellaneous project coordination efforts that may include, but are not limited to, attending meetings with the client and other team members as required to facilitate completion of the work effort. Meetings will be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule.

The Lump Sum Fee for this Task is\$2,300.00

Task 005 Construction Observation Service for Certification

Not a part of this proposal. To be provided after Site Plan approval.

Section 2 - Planning Services

Task 006 Site Plan Preparation

Based on the survey and drawings prepared by the CLIENT'S Architect, the CONSULTANT shall prepare one (1) site plan for the proposed development in accordance with the requirements of the City of Pompano Beach. The Site Plan will indicate the proposed building location and vehicular circulation and will take into account required landscape areas/buffers, parking requirements, setbacks, dumpster location CPTED principles, fire access and other issues required by City of Pompano Beach Land Development Code.

The Lump Sum Fee for this Task is.....\$3,700.00

Task 007 Site Plan Processing & Parking Solutions

The CONSULTANT shall process one (1) Major Site Plan application which encompasses approximately 0.49 acres through the City of Pompano Beach, including the Development Review Committee (DRC), Architectural Appearance Committee (AAC), and Planning and

Zoning Board. Services include preparation of submittal requirements including applications, letter of authorization, security narrative and response to comments letters. CONSULTANT shall assist CLIENT with identifying various parking solutions to accommodate the planned use of the property. Task does not include any special studies or additional applications to governmental agencies. The CONSULTANT shall also coordinate with other team members to facilitate the completion of the work effort. This Task will be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule.

The Estimated Time and Materials Fee for this Task shall be.....\$6,440.00

Section 3 - Surveying Services

Task 008 Boundary and Topographic Survey

CONSULTANT shall complete a Boundary and Topographic Survey of the parcel, the adjoining vacant parcel, and the adjoining roadways. Survey will include all surface features, including a tree survey. The finished floor elevation will be noted on all structures. Drainage structures will be detailed with bottom, invert and pipe size, material and condition. Property records will be based on the Broward County Property Appraiser and Public Records. No formal title search will be conducted.

The Lump Sum Fee for this Task shall be.....\$ 5,040.00

Section 4 – Landscape Architecture Services

Task 009 Tree inventory, Appraisal and Disposition plan

The CONSULTANT's Landscape Architecture Department will review and assess on site all existing trees surveyed within the limits of the project to confirm and assign each tree's common and scientific name, height, spread, location significance, and condition according to ISA regional information. He will then determine the approximate tree value according to the Council of Tree and Landscape Appraisers Trunk Formula or Replacement Cost Method as required by the City.

The Lump Sum Fee for this task will be\$2,130.00

Task 010 Landscape plans

The CONSULTANT will perform landscape design and planting plans. The Landscape plan shall include a plan showing existing vegetation and proposed planting meeting the Landscape Ordinance minimum standards. The landscape plan will show the spacing of trees, palms, shrubs and groundcovers; the size of trees, and shrubs at time of planting; methods and installation and landscape details as required by the City.

The CONSULTANT shall attend one (1) coordination meeting with the CLIENT to review the schematic design intent and get approval to move forward with landscape construction documents if needed and one (1) Urban Forestry Department meeting for coordination of design intent, code and integration of the design with existing conditions.

The Lump Sum Fee for this task will be\$2,640.00

Task 011 Irrigation plans

The CONSULTANT will design and elaborate Irrigation Plans and specifications to provide 100% irrigation coverage of the landscape beds, trees and sodded areas of the project limits as required by the City. Plans will indicate where under slab/asphalt sleeves need to be provided.

The final plans will include an Irrigation Schedule that includes the recommended product information.

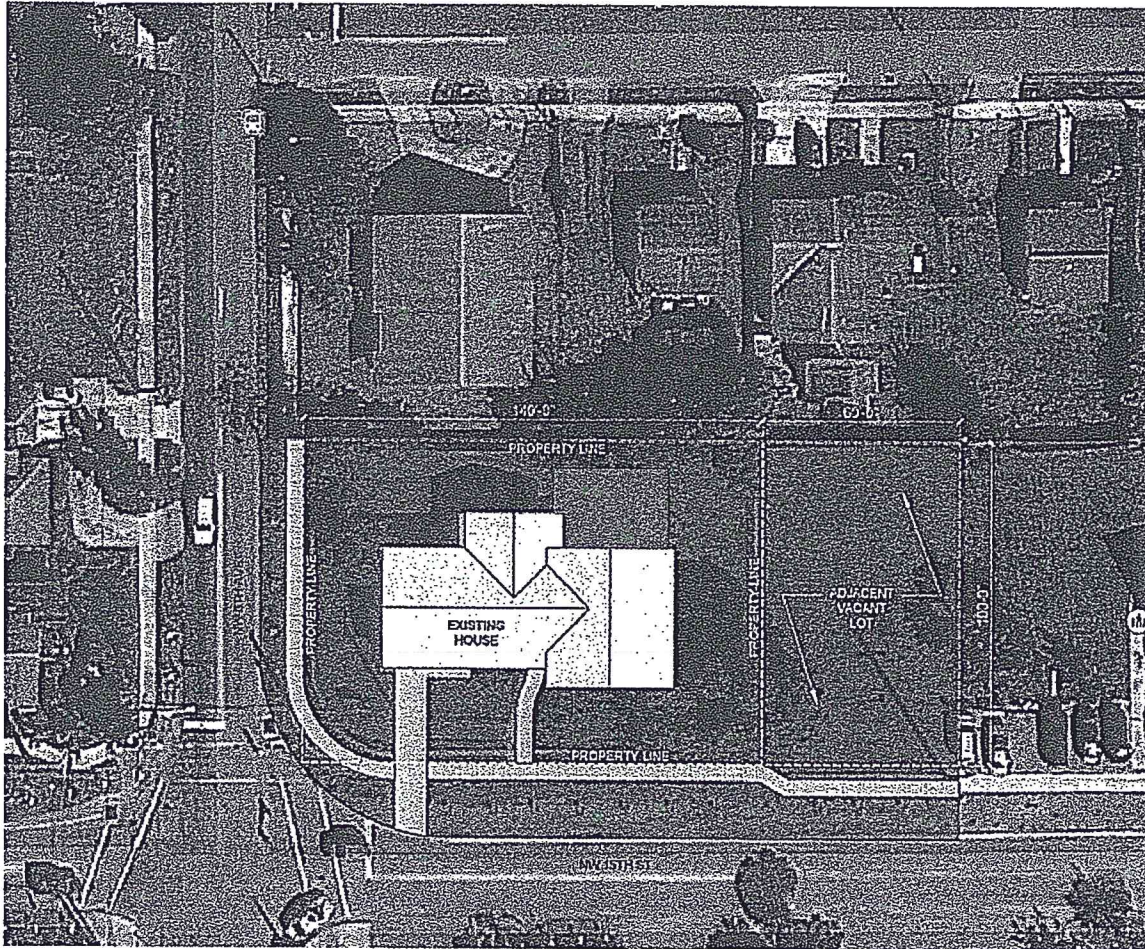
The Lump Sum Fee for this task will be\$1,060.00

Section 5 - Additional Services

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.



III. COMPENSATION

A). Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule as seen on "Exhibit A" attached.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7)

days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, after giving seven (7) days written notice to CLIENT, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed.

In the event any invoice or any portion thereof remains unpaid for more than forty five (45) days following the invoice date, CONSULTANT may, following seven (7) days prior written notice to CLIENT, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

PAYMENT DELAY: If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of Keith and Associates, Inc.(the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received. The Subconsultant Amount and Time shall be adjusted by the amount of the SUBCONTRACTOR'S reasonable and verified cost of shutdown, delay and startup, which shall be effected by an appropriate Subcontractor Change Order.

B). Reimbursable Expenses:

CONSULTANT shall be reimbursed for direct charges as itemized in "Exhibit B". For those out-of-pocket expenses directly chargeable to the project but not itemized in "Exhibit B", CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge.

IV. PROVISIONS RELATIVE TO THE SERVICES RENDERED

A). Re-use of Documents:

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express

written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property, and may be used for publication.

B). Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

C). Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

D). Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be

signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E). Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F). Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

G). Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

V. CLIENT'S OBLIGATIONS:

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

VI. GENERAL PROVISIONS:

A). Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B). No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C). Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, Florida.

VII. CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer and completed billing information form.

We appreciate the opportunity to submit our proposal. Martin Grinbank has been selected to serve as project manager. Please contact Mr. Grinbank or myself if you have any questions.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
Keith & Associates, Inc.
Consulting Engineers

As to CLIENT
Cartaya & Associates

Eliot Lazowick

Executive Vice President

DATED: _____

Client: _____

Title: _____

DATED: _____

**EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE**

Hourly Rate

01 Administrative Assistant	\$50.00
11 Technician	\$80.00
15 Senior Technician	\$90.00
30 Associate Planner	\$90.00
32 Senior Planner (AICP).....	\$125.00
33 Landscape Designer	\$80.00
34 Senior Landscape Designer	\$100.00
35 Landscape Architect (RLA)	\$125.00
36 ISA Certified Arborist.....	\$125.00
50 Project Engineer	\$100.00
51 Senior Project Engineer	\$115.00
52 Professional Engineer (PE).....	\$125.00
53 Field Representative.....	\$75.00
54 Sr Field Representative.....	\$90.00
60 Project Manager.....	\$125.00
61 Senior Project Manager	\$160.00
70 Principal	\$190.00
72 Expert Witness Testimony.....	\$250.00
76 BIM Modeler.....	\$110.00
77 GIS Specialist	\$100.00
78 Project Surveyor	\$95.00
79 Senior Project Surveyor	\$110.00
80 Professional Surveyor & Mapper (PSM).....	\$120.00
81 Survey Party (2) Person.....	\$110.00
82 Survey Party (3) Person.....	\$130.00
83 Survey Laser Scanning	\$250.00
90 Utility Crew Supervisor	\$70.00
91 Utility Locating Technician.....	\$60.00
92 Utility Project Manager	\$100.00
93 Utility Project Engineer	\$125.00
95 Utility Field Technician	\$40.00
96 Utility Designating/GPR	\$200.00
97 Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
98 Vacuum Excavation Test Hole (Impervious Surface).....	\$475.00/Each

Effective 01/01/2015

EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 st Class	Current US Postal rate
Mileage:	\$ 0.50 / mile

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 08/01/07

BILLING INFORMATION FORM

PROJECT NAME:

PROJECT ADDRESS:

SUBDIVISION NAME:

LAND OWNER:

OWNER ADDRESS:

OWNER PHONE NO.: ()

OWNER CELL PHONE NO.: ()

E-MAIL:

JOB SITE SUPERINTENDENT:

JOB SITE PHONE:

PURCHASE ORDER #:

INVOICE:

Company Name

ATTN:

Name

Title

COMPANY ADDRESS:

Street Address/Post Office Box

City/State/Zip Code

PHONE:

()

Area Code/Number

FAX:

()

Area Code/Number

SPECIAL BILLING INSTRUCTIONS:

PROPOSAL FEES

Our Project/Proposal Number		10020.M0.02	Personnel and Hourly Rates											Task Subtotals	
Proposal Date		12/16/2016	11	15	30	32	33	34	35	36	51	61	80	82	
Tasks			CADD Technician	Senior Technician	Associate Planner	Senior Planner (AICP)	Landscape Designer	Senior Landscape Designer	Landscape Architect (RLA)	ISA Certified Arborist	Senior Project Engineer	Senior Project Manager	Professional Surveyor & Mapper (PSM)	Survey Party (3) Person	
No.	Description		\$80.00	\$90.00	\$90.00	\$125.00	\$80.00	\$100.00	\$125.00	\$125.00	\$115.00	\$160.00	\$120.00	\$130.00	\$
001	Preliminary Engineering Plans			25							15	2			\$ 4,295.00
002	Final Engineering Plans (IN)														\$ -
003	Permitting (IN)														\$ -
004	Miscellaneous Project Coordination										20				\$ 2,300.00
005	Construction Observation Service for Certification (IN)														\$ -
006	Site Plan Preparation				30	8									\$ 3,700.00
007	Site Plan Processing				16	40									\$ 6,440.00
008	Boundary and Topographic Survey														\$ 5,040.00
009	Tree Inventory, Appraisal and Disposition plan		12				6	4	2	8			8	24	\$ 2,130.00
010	Landscape plan						8	10	8						\$ 2,640.00
011	Irrigation plan						2	4	4						\$ 1,060.00
012															\$ -
Personnel Hours			12	25	46	48	16	18	14	8	35	2	8	24	\$ 27,605.00
Personnel Cost			\$ 960.00	\$ 2,250.00	\$ 4,140.00	\$ 6,000.00	\$ 1,280.00	\$ 1,800.00	\$ 1,750.00	\$ 1,000.00	\$ 4,025.00	\$ 320.00	\$ 960.00	\$ 3,120.00	
Personnel Subtotal			\$ 27,605.00												
Miscellaneous Expenses			\$ -												
Direct Expenses			\$ -												
GRAND TOTAL			\$ 27,605.00												

Thornton Tomasetti

November 09, 2016

Mr. Juan Justiniano, AIA, AICP, LEED AP BD+C
Vice President
CARTAYA AND ASSOCIATES
2400 East Commercial Boulevard
Fort Lauderdale, FL 33308

**RE: PROPOSAL FOR EXISTING ROOF TRUSS INSPECTION
BLANCHE ELY RESIDENCE, FORT LAUDERDALE, FL**

Via email: jjustiniano@cartayaandassociates.com

Dear Juan,

Based on a meeting at the site with you and city representatives; Thornton Tomasetti, Inc. (TT) is pleased to submit this Proposal to provide Structural Engineering Consulting Services for the above noted project.

I. PROJECT DESCRIPTION

We understand this Project consists of an existing 1-story residential building with construction dating from the early 1960s. The existing construction appears to be load-bearing masonry, on shallow footings with pre-engineered wood roof trusses.

II. SCOPE OF SERVICES

Our Scope of Services for this Project after meeting with you at the project site are described below:

1. We will perform an inspection of the existing trusses and, if accessible, the wood floor joists in the crawl space, with an eye on any termite damage and brief report with photographs describing our findings. We will likely not be able to inspect all areas of the trusses (shallow depth at the bearings and eaves) or wood floor joists. We will not perform any structural analysis of the trusses or joists.

III. FEES

A. Basic Fee

1. Based on the above assumed schedule and Project delivery method, we propose to provide the Scope of Services for the lump sum fee of **\$3,750**, plus reimbursable expenses.

RE: PROPOSAL FOR EXISTING ROOF TRUSS INSPECTION BLANCHE ELY RESIDENCE, FORT
LAUDERDALE, FL
November 9, 2016

Page 2 of 5

B. Expenses

The following expenses are in addition to the Basic Fee and will be billed to the Client at our cost:

1. Printing, courier service, and express mail.
2. Deliverables and reviewed submittals will be transferred via electronic means whenever possible. Plotting and reproductions requests by Client or Owner will be electronically forwarded to an outside reproduction facility, and the cost will be charged to the Client.
3. Fees and expenses for securing approvals of governing authorities having jurisdiction over the Project.

C. Payment

TT will invoice the Client on a monthly cycle for fees and expenses. Payments will be due from the Client to TT within 30 days of the invoice date.

IV. CLIENT AND OWNER RESPONSIBILITY

To facilitate the seamless progression of the Project, TT's proposal is based on the assumption that the Client will be responsible for the following information:

- A. The Owner to hire a Materials Testing Agency, if needed, for the Project.
- B. The Client to provide reports, drawings and topography survey results of existing conditions. Provide all applicable available existing drawings, specifications, shop drawings, photographs, materials submittals and other building data.
- C. The Client to advise TT at the time of the Project's commencement of the Owner's Project requirements and budget constraints.
- D. The Owner to provide access to the Project to the extent required to perform our structural engineering services.

It is understood that TT has the right to rely on the accuracy and completeness of data and information furnished to TT.

V. ADDITIONAL SERVICES

While TT is capable of performing many of the following services, they are not included in the proposed Scope of Services and are not included in the Basic Fee. TT may be

RE: PROPOSAL FOR EXISTING ROOF TRUSS INSPECTION BLANCHE ELY RESIDENCE, FORT
LAUDERDALE, FL
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contracted to perform the following additional services at the hourly rates, which are updated annually.

- A. Addressing existing conditions at the Project site and the adjacent sites not identified to TT prior to this proposal.
- B. Accommodating significant scope changes including, but not limited to, difference in the Project scope, area, cost, schedule, or delivery method, and revisions to architectural and/or MEP components that affect the structural system.
- C. Indicating measurements of existing conditions on TT drawings.
- D. Providing an as-built set of drawings.
- E. Time and expenses related to serving as an expert witness or consultant in connection with any public or private hearing, arbitration, or legal proceeding.
- F. Revisions to work that have already been completed and approved.
- G. Services provided either after the issuance of the final Certificate of Payment for construction or 60 days after the date of Substantial Completion of the work, whichever occurs first.

VI. ASSUMPTIONS AND LIMITATIONS

- A. It is understood, that any areas not reasonably accessible to TT for visual inspection, will be noted in our report. These areas may require destructive testing (by others) or other destructive means (by others) to make these areas available for inspection.
- B. TT is not performing any structural analysis of the existing trusses, nor do we warrant or guarantee their design met the design codes at the time or any current building codes.
- C. TT will not evaluate any other systems, besides the structural components as specifically indicated above. TT is will not review architectural, MEP, civil or costs.
- D. Any redesign or reanalysis would be considered an additional service.
- E. No testing of the existing construction or materials is included in this proposal. The team may recommend materials testing to confirm existing drawing information.
- F. This project will be completed in one phase.

Thornton Tomasetti

RE: PROPOSAL FOR EXISTING ROOF TRUSS INSPECTION BLANCHE ELY RESIDENCE, FORT
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- G. Not included in this proposal is the removal of Hazardous materials or mold. It is the responsibility of the owner to fully identify and abate existing mold under a separate contract by others.
- H. Pursuant to Section 558.0035 F.S., an individual employee or agent of consultant (TT) may not be held individually liable for negligence arising out of or related to this agreement and the services provided (increased font size per Florida Statute).

Right to Stop Work: If payment is not received by TT on the due date listed on each invoice, and if such default continues for 20 days, TT may elect to stop work until all amounts owed are received.

VII. TERMS AND CONDITIONS

Upon any authorization to proceed, unless notified otherwise in writing, we will provide our services under the terms of this Proposal, specifically including the Project Description and Scope of Services defined above.

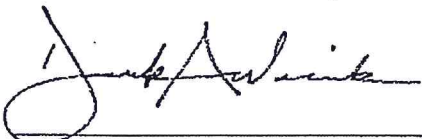
TT reserves the right to revise the terms of this Proposal if a notice to proceed has not been received within three months of the date of this Proposal.

We look forward to your favorable response and an opportunity to provide our services. Please call if you have any questions. If the above meets with your agreement, kindly sign and return one copy of this letter agreement, keeping one for your records.

Very truly yours,

ACCEPTED BY:

THORNTON TOMASETTI, INC.



Derek A. Wassink, P.E., R.A., S.I.
Vice President

BY: _____

DATE: _____

DW/jl

Enclosure

RE: PROPOSAL FOR EXISTING ROOF TRUSS INSPECTION BLANCHE ELY RESIDENCE, FORT
LAUDERDALE, FL
November 9, 2016

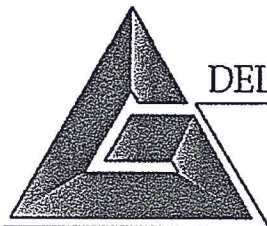
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EXHIBIT A

**FORT LAUDERDALE OFFICE
2016 HOURLY RATES**

TITLE	HOURLY RATE
SENIOR VICE PRESIDENT/PRINCIPAL	\$270.00
VICE PRESIDENT	\$235.00
SENIOR ASSOCIATE	\$190.00
ASSOCIATE	\$180.00
SENIOR PROJECT ENGINEER/DIRECTOR	\$165.00
PROJECT ENGINEER/DIRECTOR	\$155.00
SENIOR BUILDING INFORMATION MODELER	\$130.00
BUILDING INFORMATION MODELER	\$105.00
SENIOR ENGINEER/ARCHITECT/DESIGNER	\$135.00
ENGINEER/ARCHITECT/DESIGNER	\$120.00
THRESHOLD INSPECTORS REPRESENTATIVE	\$85.00
ADMINISTRATIVE SUPPORT STAFF	\$80.00

Notes: (1) Rates are effective through December 31, 2016



DELTA G CONSULTING ENGINEERS, INC.

Project

Cartaya and Associates
2400 E. Commercial Blvd. Suite 415
Fort Lauderdale, FL 33308
V:954.771.2724

20 December 2016

Re: Proposal for Professional Consulting Engineering Services for the *Blanche Ely Museum*. This phase is to provide site photometrics and provide services for Pre-DRC, DRC and ACC review.

Dear Juan,

Thank you for considering us with regard to this project. Delta G Consulting Engineers, Inc. agrees to provide professional services to design systems for the above project as required for permit and code compliance. Services shall include detailed construction documents for electrical, for Pre-DRC, DRC and ACC review.

ELECTRICAL SYSTEMS

- Site lighting photometrics for new parking area

SPECIFICATIONS AND DOCUMENTS COMPLETE

Three sets of signed and sealed documents with specifications on plans
All work can be completed within 3-4 weeks of receipt of all information

REIMBURSABLE EXPENSES

	<u>COST</u>
Additional prints	\$2.00
Courier fees	Cost

HOURLY SERVICES

Should additional service beyond the scope of those listed above be required, these services shall be separately negotiated at the time of the request. Typical hourly fees for services are:

Principal Time	\$195.00
Site Survey and Field Engineering Time and Project Manager Time	\$150.00
In Office Engineering Time for Engineers and Designers	\$125.00
Travel Time	\$ 80.00
AutoCad/Technician	\$ 75.00
Clerical Time- Administrative Time	\$ 60.00

TOTAL FEE FOR ENGINEERING SERVICES & PAYMENT SCHEDULE

	<u>AMOUNT</u>
Site Photometrics and service for Pre-DRC, DRC and ACC review	\$1,500.00
Total Fee	\$1,500.00

Payments for services shall be made in full as indicated above. Any unpaid statements after 30 days shall be subject to interest of 1.5% per month. Either party shall have the right to terminate this agreement at any time upon (10) days written notice to the other party. Upon such termination all monies due Delta G Consulting Engineers, Inc. shall be payable on the date of termination.

Your signed acceptance of this proposal shall constitute a binding agreement between us.

Accepted:

Cartaya and Associates

By _____

Date _____

Delta G Consulting Engineers, Inc.

George San Juan, P. E., LEED AP, President

By *George San Juan*

Date *20 December 2016*

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"CORPORATION":

Witnesses:

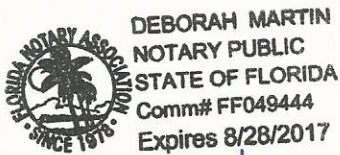
B. Hayes
BILLY HAYES
D
DANIEL JUSTINIANO

Cartaya and Associates, Architects, P.A.
Corporation Name
[Signature]
Signature
President
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of January, 2017 by Maria M. Cartaya, as President of Cartaya and Associates, on behalf of the corporation. He/she is personally known to me or has produced n/c (type of identification) as identification.

NOTARY'S SEAL: NOTARY PUBLIC, STATE OF FLORIDA



[Signature]

(Name of Acknowledger Typed, Printed or Stamped)

Deborah Martin

Commission Number FF049444

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number