

RESOLUTION NO. 2023-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH RJ HEISENBOTTLE ARCHITECTS FOR THE PINECREST GARDENS TERRACE AND RAMP RENOVATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Quotes for the *Pinecrest Gardens Terrace and Ramp Renovations*; and

WHEREAS, the Village Manager received proposals by the published deadline; and

WHEREAS, a staff evaluation committee has ranked the top proposals as follows:

1. RJ Heisenbottle Architects
2. Gurrimatute

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to enter into an agreement with *RJ Heisenbottle Architects* for the *Pinecrest Gardens Terrace and Ramp Renovations Project* in an amount not to exceed \$335,520.00.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of May, 2023.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

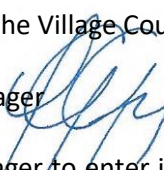


Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: May 2, 2023

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing the Village Manager to enter into an Agreement with RJ Heisenbottle Architects for the Pinecrest Gardens Terrace and Ramp Renovations

The Village advertised a Request for Qualifications (RFQ) for architectural firms to provide services in connection with the renovations to the Pinecrest Gardens Lakeview Terrace and Ramp, including the assessment of existing structures, geotechnical exploration, and preparation of construction bid documents.

As a result of the RFQ, two proposals were received by the April 17, 2023 deadline. A staff committee evaluated the proposals based on the firms' experience and capability, project team and staffing, work plan, and references. Based on these criteria, the committee ranked the firms as follows:

1. RJ Heisenbottle Architects
2. Gurrimatute

RJ Heseinbottle Architects has agreed to performed these services as listed in their attached proposal for the amount of \$335,520. The proposal includes several phases from initial evaluation of the project site to construction administration. After the evaluation of the site takes place during Phase 1 and Phase 2, based on their findings, Village staff and the architects will re-evaluate the scope of the remaining phases.

The Village was awarded a \$500,000 grant from the State of Florida, Department of State, Division of Historical Resources, for the design and construction of Pinecrest Site Protection. This grant has a 50/50 match requirement and also includes the hardening of the openings of the Pinecrest Gardens Main Building which will be completed under a separate bid. If Village Council wants to proceed with the project, the Village's portion of this phase of the project (\$167,760) will need to be allocated from the General Fund Reserve.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to enter into an agreement with RJ Heisenbottle Architects for the Pinecrest Gardens Lakeview Terrace and Ramp design for an amount not to exceed \$335,520, and allocate the matching grant funds from the General Reserve balance.



May 2, 2023

Ms. Angela T. Gasca
Assistant Village Manager
Office of the Village Manager
12645 Pinecrest Parkway
Pinecrest, Florida 33156

**Re: Professional Architectural Services – Pinecrest Gardens Terrace and Ramp
Renovation Fee Proposal
11000 SW 57th Ave, Pinecrest, FL 33156
RJHA Project No. 23-3539**

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PONCE
DE LEON
BOULEVARD
SUITE 400
CORAL
GABLES
FLORIDA
33134
305-446-7799
305-446-9275 FAX

Dear Ms. Gasca,

Thank you for selecting R.J. Heisenbottle Architects (RJHA or Architect) to lead the Pinecrest Gardens Terrace and Ramp Renovation project for the Village of Pinecrest (Owner or Village). We are excited to work with you on this important community project and are pleased to provide you with this fee proposal for architectural, structural, geotechnical, civil engineering, and landscape design services.

This proposal includes Survey and Documentation of Existing Conditions, preparation of Schematic Design Documents, Design Development & Construction Documents, Bid/Permit and Construction Administration Phase services.

DESCRIPTION OF THE PROJECT

We understand that the Village of Pinecrest is the recipient of a Specialty Category Grant (23.h.sc.100.087) from the Florida, Department of State, Division of Historical Resources. Our understanding of the extent of the project scope is based on the Scope of Work narrative in the Grant Award Agreement, and the Scope of Services narrative in the Village of Pinecrest Request for Qualifications and the discussions we had during our site visits on April 21, 2023 and April 25, 2023. The grant funds will be used to facilitate the restoration of the Pinecrest Gardens Lakeview Terrace and Ramp.

The RFQ states that the assessment of the existing structures is within the scope of this project. However, this assessment will be limited to investigating the construction and structural stability of the Lakeview Terrace Pergola and Colonnade columns and their footings, and the two Stone Pergola structures. The existing subsoil conditions below the Lakeview Terrace Pergola and Colonnade may require reinforcement of the columns and footings. The two stone pergolas will require investigation to understand if there is an existing skeletal structure below the limestone. There is significant displacement and cracking of the stone, and, as an integral landscape feature and pathway component that directs pedestrians down the stairs to the landscape below, this should be addressed as part of this overall project.

Based on our review of the Pinecrest Gardens Covered Walkway Roof Replacement Permit Set from 2015, sheet A-6 shows existing floor elevations for the Lakeview Terrace Pergola and Colonnade which will allow RJHA to analyze whether or not there has been a change in elevation. Because there are no original construction

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documents indicating how these structures were built or reinforced, it will be necessary for us laser scan the entire area and develop an accurate site survey and BIM model, before work can proceed.

SCOPE OF BASIC SERVICES

The Architect's Basic Services consist of those described herein and include the coordination of all the specialty consultants, including structural, civil and geotechnical engineering, site surveying, and landscape design services.

Those consultants include:

1. KEITH – Surveying and Geospatial engineering/Laser Scanning Services
2. Wood/O'Donnell & Naccarato (WON) – Structural Engineering
3. Ardaman & Associates, Inc. – Geotechnical Engineering
4. Terra Civil Engineering – Civil Engineering
5. LandscapeDE – Landscape Architecture

Generally, the Scope of Work is expected to consist of the following:

- Survey work (investigative analysis and existing conditions assessment) include generation of a site survey, laser scanning and modeling of the existing site features (Lakeview Terrace and Ramp and associated walkways, planters, ponds, and stone walls, and geotechnical exploration and testing,
- Analysis of the survey results to define and finalize the scope of work to be approved by the Owner before proceeding to the design development phase. However, based on our site walkthroughs, it is likely that work may include subsoil stabilization, topsoil preparation, removal and replacement of pavers, repair to the stone pond, structural reinforcement of Lakeview Terrace columns and footings, and reinforcement of terrace retaining walls,
- Development of design solutions to respond to the existing conditions findings of the survey work, and schematic design services,
- Review of design phase service before proceeding to the Construction Documents Phase,
- Development of Construction Documents,
- Bidding and Permitting Services,
- Construction Administration Services.

GEOSPATIAL ENGINEERING AND LASER SCANNING SERVICES

Geospatial engineering and laser scanning services will be performed by KEITH. KEITH will 3D scan the existing buildings and surrounding areas within the defined Scope of Work area illustrated on Exhibit "A". These scans will include all visible architecture and landscape. These scans will be conducted to meet Level of Accuracy 40 (LOA40 - 1/4"-1/16") and will be on an assumed horizontal and vertical datum. KEITH will deliver complete Point Cloud scan data for the scanned areas in the form of Autodesk RECAP.

KEITH will produce a 3D REVIT (2019 or greater) Model of all scanned locations that meets LOA30 - 5/8"-1/4" and LOD300. Revit model will include façades and all architectural and landscape elements captured in the scan of the area within the scope of the project. KEITH will utilize this data to prepare a Special Purpose Topographic and Tree Survey of the area. An overall site survey for filing with building department will be provided by Owner.

KEITH will visit the project site to confirm and evaluate the location, size and quality of existing trees on the project site and identify which trees are to be removed or relocated, as well as any remaining trees that will require protection.

STRUCTURAL ENGINEERING SERVICES

Structural engineering services will be performed by Wood/O'Donnell & Nacarrato. WON will evaluate the general adequacy of the columns and foundations of the lakeview terrace, the adjacent pergola to the north end of the terrace, the stone-clad railing walls on the north and south perimeters of the terrace, and the two stone-clad pergolas, relative to foundation settlement and stability. It is intended to prepare a report with our findings and recommendations, as well as prepare structural repair drawings for the stabilization of structural members, including foundations, as required.

GEOTECHNICAL ENGINEERING

Geotechnical engineering services will be performed by Ardaman & Associates, Inc. Ardaman proposes to perform six (6) Standard Penetration Test (SPT) borings to a depth of 50 feet below existing ground surface. They will use a truck-mounted drill rig plus a track mounted drilling and a support truck to perform the field work. The borings will be performed in general accordance with the procedures recommended in ASTM D-1586. Hand auger borings would be performed at the slopes at both sides of the ramp and terrace to further analyze slope stability of the existing embankment. In addition, they will perform two (2) South Florida Water Management District Exfiltration Test to obtain soil hydraulic conductivity values for the design of runoff water retention and detention facilities.

In order to provide information regarding the existing roof, columns, footings and stone walls exploratory probes with reduce diameter coring tool would be performed at random representations of these structures and specifically the south gazebo near the fishpond. A total of 5 probes would be performed.

Ardaman will provide an engineering report which will present the findings of their exploration and recommendations for site preparation and foundation design.

CIVIL ENGINEERING DESIGN

The following Civil engineering services will be performed by Terra Civil Engineering:

Task 1 schematic design and data collection

Under this task, the Consultant will perform the required data collections and investigate available drawings, coordinate with the surveyor to request any required additional information, coordinate with the soils engineer to order the required test for the design of the drainage system and prepare the schematic design civil drawings to be issue to the architect.

Task 2 design development plans

Under this task, the Consultant will coordinate with the project architect and other consultants to develop the new grading plan for the project area. It will include a review of the existing drainage system and propose improvements as applicable. It will also include project coordination meetings with the design team. Consultant will prepare and issue the design development civil drawings to the architect.

Task 3 construction drawings plans preparation and design

Under this task, the Consultant will design and prepare the civil engineering construction drawings for the project. The final plans will include but not be limited to Paving, Grading and Drainage Plan, and Detail Sheets. It will also include a Surface Water Pollution Prevention Plan. The consultant will assist the architect in the preparation of the opinion of probable cost if needed.

Task 4 bidding and permit submission and processing

Under this task, the Consultant will assist the architect in responding to the building department comments and provide the required revisions to the plans. Consultant will also assist with the bidding of the project.

Task 5 construction phase services

During the construction phase Consultant will attend the pre-construction meeting, provide engineering services to include review of shop drawings and attend up to two site observation visits and respond to up to two requests for additional information from the contractor.

LANDSCAPE ARCHITECTURAL SERVICES

LandscapeDE will provide landscape architectural services for the site, including any new planting design, if required, and associated planting infrastructure (root barrier, irrigation, tree root zones), site furniture layouts, and irrigation. The scope shall include assistance with the overall design including providing advice and suggestions for the design and meeting on site, at offices, or via telephone to discuss ideas and coordination.

PHASE 1 – SURVEY: INVESTIGATIVE ANALYSIS AND EXISTING CONDITIONS ASSESSMENT

KEITH, a trans-disciplinary firm, will perform a complete laser scan of the existing site conditions, Lakeview Terrace and Ramp area that will be used to generate a usable 3D REVIT model. This model will include the entire scope of work area including the Lakeview Pergola and Colonnade structures and will reflect a true “as built” condition with a stated accuracy tolerance of LOA40. KEITH will also prepare the site survey and tree survey.

While the laser scan and REVIT modeling work is underway, Ardaman & Associates, Inc. will conduct subsurface geotechnical explorations that will consist of drilling in multiple locations to obtain soil samples. RJHA and WON, structural engineers, will conduct architectural and structural investigations of the Lakeview Terrace and Ramp pavers, retaining walls, foundations and the columns of the Lakeview Pergola and Colonnade structures to determine the best approach to moving forward with restoration and structural repairs and enhancements. Following these investigations, RJHA will prepare a written report of our findings and recommendations.

The results of the assessment will identify elements that require stabilization, reinforcement or replacement and thereby defining the scope of work. This preliminary scope of restoration work will be reviewed and approved by the Owner before proceeding to the design development phase.

The Architect shall discuss with the Owner the schedule, budget for the agreed upon Scope of the Work, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

During the Survey Phase, RJHA Team will provide the following architectural and engineering Basic Services as follows:

1. Review of available drawings for the existing construction for the purpose of coordinating it with the repairs, reinforcements and proposed restoration,
2. visual observation of the existing structure as it relates to the proposed restoration,
3. consultation and coordination with the Client
4. coordination with geotechnical testing for implementation of a soil and concrete testing program,
5. evaluation of the results of soil exploration and testing,
6. structural engineering analysis and design.

PHASE 2 – SCHEMATIC DESIGN PHASE SERVICES

Based on the results of the assessment and geotechnical recommendations, the Architect shall prepare Schematic Design Documents for the Owner's review and approval consisting of drawings and other documents illustrating the scope of the work in a Schematic manner.

Following completion of the laser scan and existing conditions REVIT model, the RJHA team will develop design solutions to respond to the findings of the assessment, and prepare Schematic Design Drawings to locate all major scope of work items. Those drawings will include a proposed site/floor plan, elevations, and certain section drawings with key notes to illustrate the general scope of repairs, replacement, restoration, reinforcement, selective demolition, and structural repairs.

The Architect shall submit the Schematic Design Documents to the Owner for review and approval.

PHASE 3 – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE

Based on the Owner's approval of the Schematic Design Documents, the Architect shall prepare Design Development Phase and Construction Documents Phase Drawings and Specifications setting forth in detail the requirements for the construction of the Work. These drawings and specifications will be used for bidding and filing the project for permit with the Village of Pinecrest.

The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review and take appropriate action on as outlined below.

The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

At the end of each phase, the Architect shall submit the Design Development and Construction Documents to the Owner for review and approval prior to moving forward with bidding and permitting.

In addition to illustrating the restoration and structural enhancements, the construction documents will detail the repairs of the existing paving patterns.

PHASE 4 – BID & PERMIT PHASE

The Architect, following the Owner's approval of the Construction Documents phase shall assist the Owner in Bidding and Permitting the project.

During the Bid and Permitting Phase, the RJHA Team will respond to all related building department comments and questions and make all necessary changes in the construction documents to obtain approval.

We will conduct an evaluation of the bids received and make recommendations for awarding the construction contract. RJHA staff will attend pre-bid meeting at the site and answer questions from the bidders during the bid phase and respond with any necessary bid addenda.

PHASE 5 – CONSTRUCTION ADMINISTRATION PHASE

The Architect shall provide administration of the Contract between the Owner and the Contractor/Construction Manager as set forth below and in AIA Document A104[®]-2017, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor/Construction Manager modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. The Village and the Architect will mutually establish date for regularly scheduled construction site visits. All Construction Administration services and site visits that may be required after the 5-month (1/8/2024-6/1/2024) calendar day period anticipated for construction shall be considered additional services to the Architect.

During the Construction Phase, RJHA staff will attend a pre-construction meeting at the site, review shop drawings and other product submittals, respond to questions (RFI's) from the contractor, review the contractor's monthly requisitions for payment. The RJHA team will also assist with Contract Closeout Documents.

If shop drawing reviews of any manufactured items or systems engineered by others are required, our review will be a "Limited Review," which will consist of verifying that the submittal states that it complies with the design load requirements and that the submittal indicates supporting substrates in agreement with the structural drawings.

EVALUATIONS OF THE WORK

The Architect shall visit the site every two weeks to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

Upon written request of either the Owner or the Contractor, the Architect shall interpret and decide matters concerning the Contractors and Owners performance under the contract and the requirements of the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor/Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

The Architect shall render initial decisions on Claims between the Owner and Contractor/Construction Manager as provided in the Contract Documents.

CERTIFICATES FOR PAYMENT TO CONTRACTOR

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

SUBMITTALS

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the

design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall review and approve Change Orders and Construction Change Directives and forward these to the Owner for the Owner's approval and execution in accordance with the Contract Documents.

PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ADDITIONAL SERVICES

All services not specifically indicated in the "Scope of Basic Services," listed above and any significant additions to the project or to our scope of services, architectural construction phase site visits and meetings occurring after the 5-month maximum construction period, and any changes to work already accomplished will be considered Additional Services. Cost estimating services are not included in our Basic Service Fee at this time. Should the Owner require these services at a later date, they will be considered an additional service. If desired, we can negotiate lump sum fees for any significant "Additional Services," for which a scope of services can be well defined. If Additional Services are requested, the fee for those additional services shall be mutually agreed upon by the parties in writing at the time services are requested.

HISTORIC PRESERVATION SERVICES

RJHA will prepare the necessary Certificate of Appropriateness application and submittals drawings for approval of the Miami Dade County Historic Preservation Board. RJHA will Prepare Application for Certificate of Appropriateness (COA), preparing and assembling drawings and support materials, meet with County staff and preparing and making a formal presentation to the County Historic Preservation Board to obtain their approval of our COA request.

Pursuant to the Grant, RJHA will prepare Application for Approval of the Project by the State of Florida Division of Historic Resources, State Historic Preservation Officer (SHPO), and assembling drawings and support materials, conduct discussions with SHPO staff in order to obtain their approval of our project. Note that a trip to Tallahassee to present the project in person is not anticipated at this time.

SPECIAL INSPECTION SERVICES

The Building Official may require Special Inspection for some or for all structural systems. The Client may also desire Special Inspection for the purposes of general Quality Assurance.

“Special Inspection” services include the following:

1. Preparation of application forms (to be submitted with permit documents),
2. site observation of each primary structural element for which Special Inspection is required,
3. preparation and distribution of written field reports (may be copies of the Inspection Log entries),
4. maintenance of records at the office, and
5. preparation of a final statement of observations.

Special Inspection services for soils preparation and pile installation (including pile load tests) may be required but will be performed by the geotechnical engineer and are not included in our services. It is the contractor’s responsibility to keep the Inspection Log in a readily accessible location for use by the Special Inspector and by the municipal Building Inspector.

It is the contractor’s responsibility to keep the Inspection Log in a readily accessible location for use by the Special Inspector and by the municipal Building Inspector and to provide us with a complete set of original Inspection Logs at the completion of the structural work.

Special inspection site visits shall be considered an Additional Service and will be billed at the hourly rates listed herein.

SERVICES BY OTHERS

The Village of Pinecrest will provide RJHA with a copy of a recent site boundary survey in both PDF and CAD format for filing with the building department.

It is understood that all construction activities (including shoring, forming, re-shoring and construction site safety) and the conformance of the construction to the drawings and Building Code will be the responsibility of the owner's contractor and shoring engineer. It will be the contractor's responsibility to assure that all required inspections have been completed prior to continuing with subsequent construction work. It is recognized that any inspections performed by RJHA and its engineering consultants in no way relieve the contractor from his responsibility to construct in accordance with the contract documents and the Building Code. RJHA and its Consulting Engineers exercises no control over any of the contractor's activities and assumes no responsibility for any issues of construction site safety.

LIMITATIONS

It must be understood that our review of the existing conditions, preparation of existing conditions, schematic design and construction documents will be only for the purposes stated in the "Description of Project" and in the "Scope of Basic Services" listed above. We will perform observations of the existing terraced landscape, ramp walkways and structures as limited by time constraints and what is readily observed during the examination of the existing building. During construction, should unanticipated conditions or issues arise, RJHA will make decisions on how best to move forward and will advise The Village of Pinecrest staff if those decisions, necessary for the restoration, will affect the budget.

Since this is a historic site, it is RJHA's intention that to the maximum extent possible all work will be performed in accordance with the Secretary of the Interiors Standards and Guidelines for the Rehabilitation and Restoration of Historic Properties.

HIDDEN CONDITIONS AND HAZARDOUS MATERIALS

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If RJHA has reason to believe that such a condition may exist, we will notify the Owner who shall obtain authorization for payment for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If the Owner fails to authorize such investigation or correction after due notification, or if RJHA has no reason to believe that such a condition exists, the owner will be responsible for all risks associated with this condition, and RJHA and its consulting engineers shall not be responsible for the existing condition nor any resulting damages to persons or property.

RJHA and its consulting engineers shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

FEES

Our fees for the performance of the "Scope of Basic Services" will be lump sum fees as follows:

Basic Service Fees

Phase 1: Survey -	\$ 86,652.50
Phase 2: Schematic Design Phase -	\$ 54,120.00
Phase 3: Design Development & Construction Documents Phase -	\$ 88,368.50
Phase 4: Bidding & Permitting -	\$ 20,988.00
Phase 5: Construction Administration:	\$ 72,391.00
Total Basic Services Fee -	<u>\$ 322,520.00</u>

Authorized Additional Services

Special Inspection Services Fee Allowance -	\$ 13,000.00
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The above fee includes usual out-of-pocket project expenses for local transportation, communication and reproduction for our in-house use. A complete breakdown of this fee is attached for your review.

In addition to the Basic Service Fee listed above, we will also bill you for appropriate reimbursable expenses like copy and reproduction services for the owner's use and other miscellaneous expenses incurred by us in the interest of the assignment. All reimbursable expenses will be billed at cost plus a 10% mark up for handling.

Both professional fees and reimbursable expenses will be billed monthly in accordance with the estimated percentage of work completed to date. All invoices for both labor and reimbursable expenses will be due and payable within 30 days of the date of invoice. Any invoices which remain unpaid after sixty days from the date of the invoice will accrue interest at the rate of 1.0% per month.

Additional Services, not provided on a fixed fee basis will be billed at our standard hourly rates listed below:

<u>Category</u>	<u>Rate</u>
Principal	\$247.50
Director of Design / Principal	\$192.50
Sr. Project Manager / Principal	\$192.50
Director of Historic Preservation Services	\$170.50
Project Manager	\$170.50
Staff Architect Level III	\$154.00
Staff Architect Level II	\$148.50
Staff Architect Level I	\$143.00
Architectural Associate	\$110.00
Controller	\$160.00
Clerical	\$ 71.50

TERMS AND CONDITIONS

If it becomes necessary for portions of our Basic Services to be performed more than twenty-four months after the date of this proposal, our lump sum fees for those remaining services will be adjusted to reflect increases in our standard billing rates at that time.

Termination of Services

This agreement may be terminated by either party upon 7 days written notice should either party fail to perform their responsibilities under this agreement. In the event of termination, you shall pay R.J. Heisenbottle Architects for all services rendered to the date of termination and all reimbursable expenses incurred.

INDEMNIFICATION

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF R.J. HEISENBOTTLE ARCHITECTS OR ITS CONSULTING ENGINEERS 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.

CONCLUSION

It will be a pleasure to work with you on this important community project. We will put our considerable experience, expertise and resources to work to help make this a successful project for the Village of Pinecrest.

Provided the terms of this letter meet with your approval, please sign your acceptance and authorization to proceed on the line provided below. We can then attach this letter along with Exhibit "A" to the Village Agreement for Professional Services and execute both documents. We will begin work immediately upon receipt of your signed authorization to proceed.

Thank you again for the opportunity to be of service.

R.J. HEISENBOTTLE ARCHITECTS, P.A.

Richard J. Heisenbottle, FAIA
President

Accepted and Authorized to Proceed
Village of Pinecrest
Angela T. Gasca - Assistant Village Manager

Date:

Pinecrest Gardens Terrace and Ramp Renovation Fee Proposal
The Village of Pinecrest

R.J. Heisenbottle Architects, P.A.
RJHA Project Number 23-3539
 May 2, 2023

Basic Services Fee Breakdown

Phase 1: Survey: Investigative Analysis and Existing Conditions Assessment		2 Months		
Architecture				
	Project Administration	24	\$ 170.50	\$ 4,092.00
	Review of Existing Drawings, Reports and Other Documents	8	\$ 170.50	\$ 1,364.00
	Site Visits to Conduct Assessments	16	\$ 170.50	\$ 2,728.00
	Preparation of Report and Recommendations	<u>32</u>	\$ 170.50	\$ 5,456.00
	Sub Total Architectural	80		\$ 13,640.00
Sub Consultants				
	KEITH: Special Purpose Survey, Geospatial Engineering and Laser Scanning Services			\$ 40,150.00
	Wood/O'Donnell & Nacarrato: Structural Engineering			\$ 14,135.00
	Ardaman & Associates, Inc.: Geotechnical Engineering			\$ 13,750.00
	Terra Civil Engineering: Civil Engineering			\$ 4,400.00
	LandscapeDE: Landscape Architecture			<u>\$ 577.50</u>
	Sub Total Consultants			\$ 73,012.50
TOTAL PHASE 1 FEE				\$ 86,652.50

Phase 2: Schematic Design Phase		2 Months		
Architecture				
	Project Administration	24	\$ 170.50	\$ 4,092.00
	Planning & Design Meetings (4)	24	\$ 154.00	\$ 3,696.00
	Architectural Site Plan	24	\$ 154.00	\$ 3,696.00
	Lakeview Terrace and Pergola Plan (2)	24	\$ 154.00	\$ 3,696.00
	Building Sections (2)	24	\$ 154.00	\$ 3,696.00
	Lakeview Terrace and Pergola Elevations (4)	24	\$ 154.00	\$ 3,696.00
	Enlarged Stone Pergola Plans	24	\$ 154.00	\$ 3,696.00
	Stone Pergola Elevations (8)	24	\$ 154.00	\$ 3,696.00
	Miscellaneous Details	<u>24</u>	\$ 154.00	\$ 3,696.00
	Sub Total Architectural	216		\$ 33,660.00
Sub Consultants				
	Wood/O'Donnell & Nacarrato: Structural Engineering			\$ 11,550.00
	Terra Civil Engineering: Civil Engineering			\$ 6,600.00
	LandscapeDE: Landscape Architecture			<u>\$ 2,310.00</u>
	Sub Total Consultants			\$ 20,460.00
TOTAL PHASE 2 FEE				\$ 54,120.00

Phase 3: Design Development & Construction Documents Phase		2 Months		
	Project Administration & Coordination With Owner	24	\$ 170.50	\$ 4,092.00
	Building Code Research	4	\$ 170.50	\$ 682.00
	Engineering Coordination & Field Investigations	40	\$ 170.50	\$ 6,820.00
A-000	Cover Sheet	4	\$ 154.00	\$ 616.00
A-001	Index To Drawings, Legend Abbreviations & Notes	16	\$ 154.00	\$ 2,464.00
A-002	Project Phasing Plan	12	\$ 154.00	\$ 1,848.00
A-101	Architectural Site Plan	32	\$ 154.00	\$ 4,928.00
A-102	Proposed Lakeview Terrace and Pergola Floor Plan (Work Related to Footings)	32	\$ 154.00	\$ 4,928.00
A-103	Proposed Stone Pergola Plan	32	\$ 154.00	\$ 4,928.00
A-104	Proposed Lakeview Terrace and Pergola: North and South Elevations	32	\$ 154.00	\$ 4,928.00
A-105	Proposed Lakeview Terrace and Pergola: East and West Elevations	32	\$ 154.00	\$ 4,928.00
A-108	Stone Pergolas: North and South Elevations	16	\$ 154.00	\$ 2,464.00
A-109	Stone Pergolas: East and West Elevations	16	\$ 154.00	\$ 2,464.00
A-112	Lakeview Terrace and Pergola Sections	20	\$ 154.00	\$ 3,080.00
A-113	Stone Pergola Sections	20	\$ 154.00	\$ 3,080.00
A-114	Miscellaneous Details	40	\$ 154.00	\$ 6,160.00
	Specifications on Drawings	<u>24</u>	\$ 154.00	\$ 3,696.00
	Sub Total Architectural	396		\$ 62,106.00

Sub Consultants				
	Wood/O'Donnell & Nacarrato: Structural Engineering			\$ 13,750.00
	Terra Civil Engineering: Civil Engineering			\$ 7,700.00
	Paving Plan			
	Grading Plan			
	Drainage Plan			
	Surface Water Pollution Prevention Plan			
	LandscapeDE: Landscape Architecture			\$ 4,812.50
Sub Total Consultants				\$ 26,262.50

TOTA PHASE 3 FEE **\$ 88,368.50**

Phase 4: Bidding & Permitting Phase		2.5 Month		
Architecture				
	Project Administration, Meetings with Architect, Owner & Contractor	16	\$ 170.50	\$ 2,728.00
	Review with Building Department	8	\$ 154.00	\$ 1,232.00
	Respond to Building Department Comments	24	\$ 154.00	\$ 3,696.00
	Respond to Contractor & Bidder RFI's	24	\$ 154.00	\$ 3,696.00
	Prepare & Issue Addendum	24	\$ 154.00	\$ 3,696.00
Sub Total Architectural		96		\$ 15,048.00

Sub Consultants				
	Wood/O'Donnell & Nacarrato: Structural Engineering			\$ 1,650.00
	Terra Civil Engineering: Civil Engineering			\$ 2,750.00
	LandscapeDE: Landscape Architecture			\$ 1,540.00
Sub Total Engineering Services Fee				\$ 5,940.00

TOTAL PHASE 4 FEE **\$ 20,988.00**

Phase 5: Construction Administration Phase		5 Month Maximum Construction Period		
R.J. Heisenbottle Architects, P.A.				
	Project Administration	40	\$ 170.50	\$ 6,820.00
	Const. Administration Field Observations	100	\$ 154.00	\$ 15,400.00
	Response to Contractor Questions (RFI's)	125	\$ 154.00	\$ 19,250.00
	Shop Drawing Review & Processing	75	\$ 154.00	\$ 11,550.00
	Punch List & Project Close Out	24	\$ 154.00	\$ 3,696.00
Sub Total Architectural		364		\$ 56,716.00

Engineering Services				
	Wood/O'Donnell & Nacarrato: Structural Engineering			\$ 8,250.00
	Terra Civil Engineering: Civil Engineering			\$ 5,500.00
	LandscapeDE: Landscape Architecture			\$ 1,925.00
Sub Total Engineering Services Fee				\$ 15,675.00

TOTAL PHASE 5 FEE **\$ 72,391.00**

TOTAL BASIC SERVICE A/E FEE **\$ 322,520.00**

Additional Services & Expenses				
	Allowance for reimbursable expenses are in addition to the Basic Service Fees listed above such as travel expenses, printing & misc. out of pocket expenses			\$ 1,000.00
	SHPO Approval Fee			\$ 2,500.00
	Miami Dade County COA Approval Fee			\$ 2,500.00
	Allowance for Hourly Special Inspection Services			\$ 7,000.00
Sub Total Additional Services & Expenses Fee				\$ 13,000.00

TOTAL A/E FEE Including Additional Services & Expenses **\$ 335,520.00**

Notes:

1. Reimbursable Expenses are Estimated at \$1,000.00.
2. Additional Site Visits will be billed on an hourly basis at the standard hourly rates in effect at the time of service.