

# Glavovic Studio

Architecture Art & Urban Design

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Mr. Francisco Garcia  
Construction Manager  
City of Miami Beach  
Property Management Department  
1245 Michigan Avenue  
City of Miami Beach, FL 33139

2017 0523

## **ARCHITECTURAL SERVICES AGREEMENT PROPOSAL: LEED Retrofit Pilot Program Draft 04**

The three LEED Pilot projects proposed are as follows:

1. **South Shore Community Center, City of Miami Beach**
2. **Fire Station #3, City of Miami Beach, Limited**
3. **Art Deco Welcome Center, City of Miami Beach**

This agreement is made and entered into as of the March 10, 2017, by and between Glavovic Studio Inc., hereafter "ARCHITECT" and City of Miami Beach (hereinafter "CITY") to provide Architectural Services to meet the Florida Building Code and Authorities having Jurisdiction as per the City of Miami Beach Prime Contract signed on December 04, 2015.

### **AGREEMENT**

Please find here Architectural, Engineering and LEED Consultant Services for further discussion and finalization. These include:

- An Overview of the LEED Process for USGBC LEED certification based on the limited information provided with associated LEED Consulting Fees.
- Architect Design Services for Prime to manage and coordinate these services. Fees are not fully established for all phases.
- A list of additional Consultant services that will be required within each phase.

The following steps are required for potential certification in the United States Green Building Council (USGBC) LEED for Existing Building Operations and Maintenance (EBOM) program. Site No. 1, the South Shore Community Center is a Multi-use / Assembly building owned and managed by The City of Miami Beach, No. 2, is a Fire Station Building owned and managed by the City of Miami Beach and Site No. 3 is a multipurpose building owned and managed by the City of Miami Beach.

One of the key components of a **LEED-EBOM** submission is the establishment of feasible sustainability goals for the Site. Some likely general goals include the following; specific sub-goals will be established during the performance of services.

724 NE 3 Avenue

Ft. Lauderdale, FL 33304

P 954 5245728

glavovicstudio.com

AA#0003643

1. Reduced operating costs of the Site.
2. Reduced maintenance costs of the Site.
3. Improved energy efficiency and awareness of the energy performance of the Site.
4. Improved water efficiency and awareness of the water use of the Site.
5. Improved Indoor Environmental Quality.
6. Demonstrable improvements in overall sustainability (environmental, economic, and social) in the operations and maintenance of the Site.
7. Compliance with State requirements for “Green” and sustainable buildings.

**Glavovic Studio Project Team proposes 3 Main Phases for the LEED Pilot Project(s):**

**Phase 01** – The LEED Project team, includes Architect, Glavovic Studio, Sustainability Consultant, Next Earth Design and Engineering Consultants, Mechanical, Electrical, Plumbing and other specialty Engineers to be determined.

In Phase 01, the Primary Project Team members, Glavovic Studio (GS) and Next Earth Design (NED) will evaluate the Building and Site to determine the feasibility of LEED EBOM certification and provide estimates of costs associated with baseline (Certified) certification levels achievable. During Phase 1 we will be meeting with key personnel from the City of Miami Beach knowledgeable of the building operation, construction and use is important for an accurate evaluation.

**The first step is to benchmark the building for both Water and Energy Efficiency in accordance with the LEED prerequisites. NED’s Project Team includes an experienced Energy Rater.**

The results of the Project Team’s evaluation will provide the Client information, recommendations and clear choices to make an informed decision if LEED EBOM certification is appropriate for this Site or if the pursuing alternative green programs would be better suited to the facility. Our team will determine the feasibility of LEED EBOM certification and provide estimates of costs associated with the various attainable certification levels once the minimum Energy efficiency rating of 19% above the national average is achieved. The energy performance rating of the building is vital to determine the project’s feasibility.

An ASHRAE Level I Energy Audit can be performed in this Phase to determine opportunities to improve the Energy rating if necessary. If a facility scores a 19% above the national average for high rise residential buildings or above, the ASHRAE Level I Energy Audit can be conducted by the facility manager incorporating the data collected during the Energy Model.

In conjunction with the timeframe of the LEED process evaluation, Glavovic Studio will participate in an analysis with the LEED Consultant to assess LEED credit options relative to architectural and design integration options relative to overall qualitative building goals. Glavovic Studio will work with the City to determine the qualitative aspects and significant architectural opportunities for each building, as well as coordinate with the City and additional consultants as required, so that a cohesive approach is identified.

At the end of Phase 01, the Client and Project Team will be able to define the Scope of Services and the Sustainability Goals for the Building more precisely, to move to the next phase.

**Phase 2** begins with an approved Program and an EcoDesign-Charrette, or project Stakeholder meeting. The Stakeholder meeting will be conducted with City, User, Consultant and appropriate stakeholders to address the EBOM rating system scorecard and determine the project scope with the party(ies) directly responsible for the operational function pertaining to the different credits. Tenant representatives can be included in the Stakeholder meeting as a means of relating a formal understanding of the EBOM program goals and cultivating enthusiastic participation. The results of the Stakeholder meeting will provide the Project Team with the information necessary to make recommendations, provide a “road map” and timeline to credit pursuit, and present clear options to make an informed decision as to what level of LEED certification is appropriate for the building and to value engineer the most cost effective path toward sustainability and certification. NED and Glavovic Studio will issue a report to the Client with outcomes from each building Eco-Charrette. Non-LEED related questions and outcomes will also be tabulated at the Charrette.

**Phase 3** is the coordination of CD's and the EBOM project initiation which includes registering the project with the USGBC and facilitating an owner – tenant/occupant meeting. This is an informal meeting where decision makers from each tenant group/department are present and EBOM is explained as a program, and methodologies are discussed as to how EBOM will affect the site and operations. This meeting serves a three-fold purpose: to determine the interest and willingness of tenants/occupants to participate, provide tenants/occupants with a survey to collect critical data needed for the EBOM project, and to educate tenants/occupants on behaviors that may need to change; such as no smoking within 25 feet of the building entrance.

The following is a description of the scope of work and related fees for Phase I: The Energy rating and plumbing baseline assessment. Once the baseline assessment is completed NED will provide cost estimates for the completion of the certification process. The first two tasks to address the feasibility of achieving LEED for Existing Buildings Operations and Maintenance certification in the Energy and Atmosphere category are depicted in the Scope of Services.

## **SCOPE OF SERVICES**

### **Phase 0I:**

- A. Twelve months of all energy data associated with only the common areas of the building will need to be tabulated. This includes any fuel that may have been purchased for backup generators. The purpose of an evaluation of the Energy rating is to comprehensively and definitively address the building's energy baseline status with regards to LEED. LEED requires a minimum energy performance calculation of 19% above the national average for high rise residential buildings based on an energy model for pursuit of certification.
- B. The next prerequisite of LEED to be benchmarked is the plumbing fixture and efficiency of the building's plumbing systems in accordance with the 1992 Energy Policy Act. Building owner need to supply fixture data and/or fixture specifications sheets.
- C. From the benchmarking of the Energy and Water Systems, the next step is to identify which components of the existing operations will be an acceptable means of meeting the LEED EBOM requirements with or without changes to the building. If the building does not meet the required Energy model rating of 19% or better.
- D. Completion and submittal to the Client of the written LEED feasibility assessment summary report which will include an ASHRAE Level I audit report, and necessary documentation for the Energy and Atmosphere Best Management Practices prerequisite. The report will include recommendations to achieve prerequisites that have not been met if any are identified, and facility modifications necessary to meet LEED EBOM certification prerequisites.

E. Glavovic Studio Design and Coordination with Consultants.

**Fees for the Phase I Scope of Services Glavovic Studio and Next Earth Design (Does not include Additional Consultants and final fee may change due to E. Scope not fully determined.)**

Southshore Community Center	(18,730SF assumption)	<b>\$8,000.00</b>
Art Deco Welcome Center	(12,714SF assumption)	<b>\$6,000.00</b>
Fire Station No.3	(7,490SF assumption)	<b>\$5,000.00</b>

Exclusions from above fees:

Professional construction cost estimating, outside air testing by a Test and Balance Company, and services other than those provided in-house, product purchases, and USGBC related Certification fees are not included in this proposal. Does not include Additional Consultants to Glavovic Studio.

#### **SCOPE OF SERVICES Phase II:**

The EcoDesign-Charette (Stakeholder meeting) and subsequent reporting fees will be based on time and materials. A typical Stakeholder meeting lasts 3 to 4 hours and will include a formal report with a finalized project LEED EBOM targeted points summary, performance period schedule, and project timeline and a Design Narrative.

#### **Fees for the Phase II Scope of Services Glavovic Studio and Next Earth Design**

Southshore Community Center	(18,730SF assumption)	Glavovic Studio	<b>\$2,500.00</b>
		NextEarthDesign	<b>\$2,000.00</b>
Art Deco Welcome Center	(12,714SF assumption)	Glavovic Studio	<b>\$2,500.00</b>
		NextEarthDesign	<b>\$2,000.00</b>
Fire Station No.3	(7,490SF assumption)	Glavovic Studio	<b>\$2,500.00</b>
		NextEarthDesign	<b>\$2,000.00</b>

**NOTE TO SCOPE OF SERVICES** In this Phase, Glavovic Studio and Consultants will be developing Glavovic Studio Inc. will provide AE Services under separate contract and as stipulated in the Notice to Proceed. No Fee is provided here, to be determined. Further discussion required with the Client on this.

Glavovic Studio LEED Coordination FEE with LEED Consultant Services is included above.

#### **SCOPE OF SERVICES Phase III: LEED EBOM Certification**

This phase of the Certification is contingent upon the level of certification pursued as determined by the outcome of the Stakeholder meeting. A typical project costs between \$1,000 and \$1,750 per credit, excluding commissioning and energy audit credits which require Professional Engineering consulting. NED will populate all templates subject to Client approval, write required policies and procedures as needed, request and review pertinent data from Client and project Stakeholders, and submit all credit related documentation to LEED On-Line. Glavovic Studio Inc. will provide AE Services under separate contract.

#### **SCOPE OF SERVICES Phase III: LEED Consulting Tasks:**

1. Next Earth Design shall provide LEED Administration Services to include:
  - a. Registering the project with USGBC
  - b. Setting up LEED Online

- c. Assembling documentation for Credit submissions
  - d. Developing and maintaining LEED EBOM plan
  - e. Review of all construction documents that may be required during the performance period
- Construction Documents are not included in this Fee.

2. Provide guidance, education and oversight including the following as may be required:

**Sustainable Sites**

- a. Provide assistance as needed for the development of management plan to meet the requirements of SS Credit 1 - Site Development-Protect or Restore Habitat
- b. Perform calculations and submittals for SS Credit 2 - Rainwater Management
- c. Provide calculations and assistance as needed for credit submission of SS credit 3 –Heat Island Reduction
- d. Provide assistance as needed for SS credit 4 – Light Pollution Reduction
- e. Assist with calculations for SS Credit 5 – Site Management.
- f. Provide assistance as needed for SS Credit 6 – Site Improvement Plan

**Water Efficiency**

- a. Analyze potable water usage for building including sinks, showers toilets and urinals. Analysis includes baseline analysis for WE Prerequisite 1 Indoor Water Use Efficiency. The baseline analysis will also be carried forward for use in WE Credit 2
- b. Indoor Water Use Reduction
- c. Provide assistance as needed and review for irrigation calculations for WE Credit 1 -Outdoor Water Use
- d. Develop and implement a water management plan for the cooling tower that addresses chemical treatment, bleed-off, biological control and staff training as it relates to cooling tower maintenance (if applicable).

**Energy and Atmosphere**

- a. Provide Engineering services to meet the requirements of EA Prerequisite 1 and 2 to include:
- b. Document the current sequence of operations for the building.
- c. Develop a building operating plan that provides details on how the building is to be operated and maintained. The operating plan must include, at a minimum, an occupancy schedule, equipment run-time schedule, design set points for all HVAC equipment, and design lighting levels throughout the building. Identify any changes in schedules or set points for different seasons, days of the week and times of day. Validate that the operating plan has been met during the performance period.

- d. Develop a systems narrative that briefly describes the mechanical and electrical systems and equipment in the building. The systems narrative must include all the systems used to meet the operating conditions stated in the operating plan, including at minimum, heating, cooling, ventilation, lighting and any building controls systems.
- e. Create a narrative of the preventive maintenance plan for equipment described in the systems narrative and document the preventive maintenance schedule during the performance period.
- f. Provide services to document compliance with Refrigerant Management prerequisite 4.
- g. Conduct an energy audit that meets the requirements of American Society of Heating, Refrigerating and Air- Conditioning Engineers (ASHRAE), Level II, Energy Survey and Analysis.
- h. Work with Staff to implement no- or low-cost operational improvements and create a capital plan for major retrofits or upgrades. Provide training for management staff that builds awareness and skills in a broad range of sustainable building operations topics. This could include energy efficiency and building, equipment and systems operations and maintenance. Demonstrate the observed and/or anticipated financial costs and benefits of measures that have been implemented. Update the building operating plan as necessary to reflect any changes in the occupancy schedule, equipment runtime schedule, design set points and lighting levels.
- i. Provide guidance for program development for EA Credits 3.1, 3.2 and 3.3 Buildings Operation and Maintenance.
- j. Provide required calculations and pricing for decision making on Renewable Energy Credit Purchase
- k. Provide guidance for refrigerant selection for Enhanced Refrigerant Management

#### **Materials and Resources**

- a. Provide program development guidance for source reduction for MR Prerequisites 1 and 2 including plan development
- b. Provide assistance as needed Maintain a sustainable purchasing program covering materials with a low cost per unit that are regularly used and replaced through the course of business.
- c. Provide assistance as needed for the developing purchasing plan
- d. Provide assistance as needed to conduct a waste stream audit of the building's entire ongoing consumables waste stream (not durable goods or construction waste for facility alterations and additions). Use the audit's results to establish a baseline that identifies the types of waste making up the waste stream and the amounts of each type by weight or volume. Identify opportunities for increased recycling and waste diversion
- e. Aid as needed to maintain a waste reduction and recycling program

### Indoor Environmental Quality

- a. Provide assistance as needed in documenting minimum ventilation rates for EA Prerequisite 1
- b. Provide assistance as needed in attaining documenting Environmental Smoke Prereq.2
- c. Provide assistance as needed for compliance with Green Cleaning Policy
- d. Provide assistance as needed for the development of comprehensive IAQ plan
- e. Provide assistance as needed for the development occupant comfort survey, implementing and documenting results.
- f. Perform calculations for controllability of systems for interior lighting
- g. Provide assistance as needed on temperature and humidity monitoring systems for Thermal Comfort
- h. Provide assistance as needed for Custodial Effectiveness Assessment

### Phase III Cost (for Certified level – 42 points)

Southshore Community Center	(18,730SF assumption)	\$60,000.00
Art Deco Welcome Center	(12,714SF assumption)	\$60,000.00
Fire Station No.3	(7,490SF assumption)	\$60,000.00

This Fee includes Glavovic Studio Coordination for LEED services with LEED Consultant and the City of Miami Beach. This contract does not represent a guarantee of LEED Certification with the USGBC or the attainment of a certain LEED Certification Level. Many factors go into a facility becoming LEED Certified. Glavovic Studio Project Team will use all due diligence to assist the client in achieving LEED Certification.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective as of the date first above written.

Company: **Glavovic Studio Inc.**

Company: **City of Miami Beach**

Signed By:



Signed By:

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Name/ Title: Margi Nothard, President

Name/ Title:

\_\_\_\_\_

**Glavovic Studio Inc.**

**City of Miami Beach**

Signed By:



Name/Title: Terence O'Connor, Vice President/RA  
**Glavovic Studio Inc.**

This Contract Proposal is subject to the Prime Agreement approved by the City Commission and dated 12.04.2015 and by Appendix A (Attached)

## **ATTACHMENT A**

### **SPECIAL CONDITIONS TO THE AGREEMENT**

Professional Architecture Services

#### **Dispute Resolution:**

Any claims or disputes made during design, construction, or post-construction between the Client and Glavovic Studio shall be submitted to nonbinding mediation. The Client and Glavovic Studio agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties if applicable.

#### **COMPENSATION, INVOICES AND PAYMENT:**

Glavovic Studio Inc shall submit invoices to the Client for work accomplished during each calendar month. Invoices shall be due and payable by the Client upon receipt. If the Client defaults on such payment, the Client agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at 18% per annum after they have been unpaid 30 days after client receives the invoice. Work on the project shall be suspended until all unpaid invoices are paid in full.

For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Glavovic Studio Inc. will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

#### **Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Glavovic Studio, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Glavovic Studio. Any such liabilities attributable to Glavovic Studio are limited to a maximum dollar amount equal to the total of Glavovic Studio's fee for the project.

**LIMIT OF LIABILITY:** The Client agrees that the total aggregate of liability of Glavovic Studio Inc., its employees and professionals assigned to this project due to the errors, omissions, or negligent acts shall not exceed the total fee for services rendered by Glavovic Studio Inc for this project. Should the Client find the above terms unacceptable, then, prior to undertaking the work, an equitable surcharge to absorb Glavovic Studio Inc's increase in insurance premiums will be negotiated. In the event that the Services provided entails Glavovic Studio Inc subcontracting or acting as coordinator with third parties brought in by the client Glavovic Studio Inc will not be liable in respect of any shortcomings of these third parties unless Glavovic Studio Inc has expressly accepted liability in this regard.

**COST ESTIMATES:** Client hereby acknowledges that Glavovic Studio Inc cannot warrant that estimates of probable construction or operating costs provided by Glavovic Studio Inc will not vary from actual costs incurred by the Client.



**CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, Glavovic Studio Inc shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall Glavovic Studio Inc be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

**Certifications:**

Neither Glavovic Studio, nor its Consultants shall be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Glavovic Studio cannot ascertain. This includes, but is not limited to existing building conditions that cannot be known or verified without demolition or destructive investigation.

**ASSIGNMENT:** Neither the Client nor Glavovic Studio Inc. will assign or transfer its interest in this Agreement without the written consent of the other.

**Ownership of Documents:**

All documents, ideas and concepts embedded within and produced for this project (including electronic files) by Glavovic Studio Inc. and it's Consultants under this agreement shall remain the property of Glavovic Studio Inc. and may not be used by the Client or any of the Client's other consultants, contractors, etc., for any other endeavor without the signed and written consent of Glavovic Studio Inc.

**Consequential Damages:**

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or by Glavovic Studio Inc., their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**CONFIDENTIALITY/PROMOTIONS:** Glavovic Studio Inc. shall have the right to include representations of the design of the Project, including photographs among its promotional and professional materials. Glavovic Studio Inc.'s materials shall not include the Client's confidential or proprietary information if the Client has previously advised Glavovic Studio Inc. in writing of the specific information considered by the Client to be confidential or proprietary.

**STAFFING:** The Client agrees not to solicit or hire employees from Glavovic Studio Inc. during the term of the Agreement and for a period of no less than one (1) year after the termination of the services provided herein.

**STANDARD OF PERFORMANCE:** Services performed by Glavovic Studio Inc. and its employees under this Agreement will be the care and skill ordinarily used by members of the profession practicing under the same or similar circumstances at the same time in the same locality. Glavovic Studio Inc. makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Glavovic Studio Inc's services.

**Hazardous Materials:** THE SCOPE OF WORK UNDER THIS CONTRACT DOES NOT REQUIRE GLAVOVIC STUDIO (GS) TO PERFORM HAZARDOUS WASTE SITE INVESTIGATIONS. IN THE EVENT GS ENCOUNTERS ANY HAZARDOUS OR TOXIC MATERIAL IN THE PERFORMANCE OF THIS CONTRACT

AND WHICH WERE NOT INTRODUCED TO THE SITE BY GS, GS SHALL STOP ALL WORK UNTIL SUCH MATERIAL IS REMOVED BY THE CLIENT AND THE SITE MADE SAFE. GS SHALL HAVE NO OBLIGATION, RESPONSIBILITY OR LIABILITY WITH RESPECT TO SUCH MATERIALS.

**ARBITRATION:** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreements or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.