## CONTINUING PROFESSIONAL CONSULTING AGREEMENT SERVICES AUTHORIZATION #16611(2)

THIS SERVICES AUTHORIZATION is made and entered into this d	ay of
, 20 , by and between the City of Orla	ındo,
Florida, a municipal corporation existing under the laws of the State of Florida (CITY)	, and
KZF Design LLC d/b/a KZF Design Studio, doing business locally at 1401 Edgewater I	)rive,
Orlando, Florida 32804 (CONSULTANT).	

WHEREAS, the CITY and the CONSULTANT have previously entered into an agreement for the CONSULTANT's professional services (AGREEMENT) on January 9, 2013; and

WHEREAS, the CITY and the CONSULTANT shall refer to the AGREEMENT herein, and desire to have it incorporated by reference; and

WHEREAS, the CITY and the CONSULTANT now wish to memorialize their understanding for the CONSULTANT's professional services for the City Hall Roof Replacement Project (PROJECT).

*NOW, THEREFORE*, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

#### I. SCOPE OF WORK

The scope of work has been agreed to by the parties, and is attached hereto and incorporated herein by reference, as EXHIBIT I.

#### II. FEE

The lump sum fee of \$124,622, plus reimbursable expenses not-to-exceed \$10,075, has been agreed to by the parties, as set forth on EXHIBIT I.

#### III. TERM

Consultant shall complete all work in accordance with the timeframes set forth in the scope of work provided, however, that all work and the term of this SERVICES AUTHORIZATION shall be completed by the end of business (5:00 p.m.) on December 31, 2014. It is also agreed that the CITY shall have an option for extension of this SERVICES AUTHORIZATION, as necessary to complete the present scope of services (EXHIBIT I) or to provide additional services.

#### IV. ENTIRE AGREEMENT

This SERVICES AUTHORIZATION supersedes all previous authorizations, agreements, or representations, either verbal or written, heretofore in effect between the CITY and the CONSULTANT that may have concerned the matters covered herein, except that this SERVICES AUTHORIZATION shall in no way supersede or amend the AGREEMENT or other authorizations except as specifically provided herein. No additions, alterations, or variations to the terms of this SERVICES AUTHORIZATION shall be valid, nor can the provisions of this SERVICES AUTHORIZATION be waived by either party, unless such additions, alterations, or waivers are expressly set forth in writing in a document duly executed by the parties. CONSULTANT acknowledges and agrees that any proposals or proposed agreements from subconsultants attached to this SERVICES AUTHORIZATION are attached solely to reflect the scopes of work to be performed and the fees to be charged by such subconsultants. By executing this SERVICES AUTHORIZATION, the CITY does not become a party thereto or bound by the terms thereof.

IN WITNESS WHEREOF, the parties hereto have executed this SERVICES AUTHORIZATION on the day and year first written above.

	City of Orlando, Florida
	By:
	Mayor Pro Tem
ATTEST:	
Alana C. Brenner, City Clerk	(SEAL)
	Approved as to Form and Legality for the use and reliance of the
	City of Orlando, Florida, only.
	Assistant City Attorney
	Orlando, Florida

### KZF Design LLC d/b/a KZF Design Studio

	By:
	Print Name:
	Title:
STATE OF FLORIDA }	
COUNTY OF}	
PERSONALLY APPEARED before me, the [] well known to me or [] who has produced known by me to be the of the corporme that he/she executed the foregoing instrument of deed, and that he/she was duly authorized to do so.  WITNESS my hand and official seal this	ration named above, and acknowledged before on behalf of said corporation as its true act and
	NOTARY PUBLIC
	Print Name:
	My Commission Expires:

#### KZF DESIGN STUDIO

407.298.1988 KZFORLANDO.COM LIC# AAOOO3374

June 23, 2014

Mr. Jim Peters, Assistant Construction Manager City of Orlando Office of Business and Financial Services Fleet & Facilities Management Division 1010 South Westmoreland Drive Orlando, FL 32805-3853

Subject: Roof Replacement Design Proposal for Orlando City Hall

Dear Mr. Peters,

Thank you for the opportunity for KZF Design Studio (hereinafter referred to as KZFDS) to offer this proposal for professional design services to the City of Orlando (hereinafter referred to as the City) for Orlando's City Hall, located at 400 South Orange Avenue. Our total fee for the services outlined herein will be a lump sum of \$124,622.00 in accordance with our current Continuing Services Agreement and Attachment 'A-1 – Summary of Total Contract Value'. We have also included a Not to Exceed Fee of \$10,075.00 for reimbursable expenses (see Table A-4, attached), which brings the Total Fee amount to \$134,697.00.

KZFDS will provide Architectural Design Services and project management. Our team of Consultants includes the following firms:

Cost Management, Inc., a City-certified MBE cost estimating firm

Base Consultants, PA, a City-certified WMBE structural engineering firm

Milan Engineering, Inc. a City-certified MBE mechanical and electrical engineering firm

One Source Roofing, a City-certified WBE roofing contractor will perform roof coring, testing and repair

#### PROJECT DESCRIPTION

This project consists of a visual roof investigation and re-roof design for multiple low-slope roof levels at the Orlando City Hall (see Attachment 'B'). The City provided KZFDS with the original Construction Documents for City Hall and has indicated to KZFDS that no modifications have been made to the original roof assembly, except for the top roof membrane coating, which the City indicates was applied at an unknown date.

Also included in the scope of work for this project is a limited refurbishment of the copper dome, including the re-crimping of panel seams, visual analysis of pitted or damaged panels and batten caps, refinishing of the decorative eyebrow inserts and recommendations to be made based upon the visual observations.

KZFDS will coordinate with the City's appropriate end-user(s) to indicate areas of the low-slope and copper roofs that have experienced moisture intrusion and will address these items specifically. Based upon initial site

observations and preliminary discussions with the City, KZFDS will summarize its findings and coordinate the proposed re-roof materials/system with the City.

The low-slope roofs and copper dome will be issued in two separate projects, with each submitted for a separate permit. Phase 1 will include the copper dome and Phase 2 will include all of the low-slope roofs. The design and documentation for each of these roof areas will be as listed below:

#### SCOPE OF WORK - PROFESSIONAL SERVICES

#### A. Field Measurement and Documentation Phase

- KZFDS will rely upon the existing, as-built drawings provided to by the City for background files on which to build construction documents for this project. KZFDS will provide limited field measurements where work is to be performed, for the for the purpose of establishing working roof plans. No exhaustive measuring or investigation of the remaining areas shall be performed.
- 2. KZFDS and its Consultants will use AutoCAD software to develop the Construction Documents for this project. This work is anticipated to be classified as a Level 2 Alteration per the Florida Building Code, Existing Building. Limited Technical Specifications will be provided on the drawings or in a project manual, as determined by KZFDS for applicability, with Bidding or Contracting Requirement Specifications provided by the City.
- 3. KZFDS, Base Consultants, Milan Engineering and One Source Roofing will attend one project kick-off meeting after design award. This meeting will be used to discuss the City's requirements and establish points of contact for the project as well as to establish a design schedule.

#### B. Design Development Phase

- Subsequent to the kick-off meeting, KZFDS and its Consultants will perform site visits and prepare a 50% complete design development document submittal package and submit to the City for review and comment. This submittal package will include all roof plans where work is to be performed; partial exterior elevations (where required to show the scope of work); mechanical, electrical and plumbing narrative drawings describing the proposed scope of work to be performed; structural wind load diagram; and narratives describing the proposed work at various locations (parapet flashing, roof membrane termination, etc.). KZFDS will evaluate and make recommendations to the City for new roofing systems that will be aesthetically-pleasing to the building occupants while providing a reasonable solar reflectance index value, as discussed with the City. Based upon the City's comments to this submittal, KZFDS will prepare 95% complete, pre-Bid Construction Documents for the City's review and comment.
  - a. KZFDS will coordinate with the City's appropriate end-user(s) to indicate areas of the low-slope and copper roofs that have experienced moisture intrusion, including flashings and roof penetrations.
  - b. Existing roof systems will be evaluated and moisture-scanned in areas showing potential moisture damage. Roof cores will be performed in various locations to determine the existing assembly and patched. Where saturated, existing insulation will be scheduled to be removed. Where dry and useable, existing insulation will be scheduled to remain.
  - c. Existing roof drain heights will be evaluated for compliance with Codes and noted to be modified where required.

- d. KZFDS has allowed for one on-site meeting, if required, for Design Development phase coordination. No design Consultants have been included to attend this meeting, but any questions or comments from this meeting would be distributed via email and responses provided to the City, as required.
- e. KZFDS' Consultant, Cost Management, Inc., will prepare an estimate of probable construction cost at this phase.

#### C. Construction Documents Phase

- 1. The Construction Documents will set forth the requirements for architectural work for this project and will include the drawings and specifications required to communicate the basic design intent. Any design component requiring additional specialty detailing beyond the drawings provided to the contractor shall be provided by the Contractor as a shop drawing. KZFDS will coordinate its work with the work of its Consultants. Each Consultant shall be required to carry liability insurance covering their services.
  - a. KZFDS' Consultant, Base Consultants, will prepare the structural wind load diagram(s) for areas receiving work under this Proposal. However, no investigations or analyses of the existing structural system for the building are included.
  - b. KZFDS' Consultant, Milan Engineering will prepare mechanical and electrical drawings as required to communicate the alterations to the existing systems, including rework, removal and/or replacement of the up-lighting and lighting protection systems at the areas of work only.
  - c. KZFDS will submit full-size, signed and sealed documents in quantities as required for permitting. KZFDS and its Consultants will respond to plan review comments and provide signed and sealed responses and/or drawings, as required.
  - d. No site visits have been included for the Construction Document phase coordination, except as required by KZFDS and its Consultants to document the work.
  - e. KZFDS' Consultant, Cost Management, Inc., will prepare an estimate of probable construction cost for the 95% complete, pre-Bid submittal, making minor adjustments for cost transl.
  - f. Based upon the City's comments to the 95% complete, pre-Bid submittal, KZFDS and its Consultants will prepare 100% complete Construction Documents for Bidding and for the City's records.

#### D. Bidding Phase

Although the City will publish and manage the Bidding process, KZFDS will:

- Attend one on-site meetings with Bidders (pre-Bid meeting)
- 2. Respond to Bidder's questions and RFIs
- 3. Attend one pre-construction conference meeting with the selected Bidder

#### E. Construction Administration (C/A) Phase

- KZFDS and its Consultants will respond to Contractor's questions and RFIs, provided they are not related to a change in scope, material or design system.
- 2. KZFDS and its Consultants will review Shop Drawings/Submittals for limited materials as specified.

- a. KZFDS shall not be required to provide changes to the Contract Documents as the result of voluntary Alternates from the Bidders. Where the City desires to allow the use of Alternates from the Bidders, the review by KZFDS and its Consultants of the proposed Alternates shall be considered an Additional Service.
- 3. At the request of the City, up to forty site visits have been included by KZFDS and up to two site visits by Milan Engineering have been included.

#### F. Assumptions and Limitations

- 1. All on-site meetings will be held at Orlando City Hall
- 2. Review of drawings: The City is responsible for carefully reviewing the submitted drawings prior to final approval. Changes to the roof plan layout and details or the construction documents after approvals have been given by the City will be billed on an hourly rate basis according to the hourly rates in this proposal, or as otherwise agreed by the parties.
- 3. KZFDS and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.
- 4. KZFDS has not been retained or compensated to provide design and construction review services related to the General Contactor's safety precautions or to means, methods, techniques, sequences or procedures required for the General Contractor to perform their work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
- G. Exclusions from the Scope of Services (Additional Services)

KZFDS and its Consultants have excluded the following tasks from its scope of services:

- 1. Documentation of or design for alterations to the 3rd Floor Exterior Balcony
- 2. Telephone, Data and Security Systems design
- 3. Specialty Technology design services
- 4. Preparation of formal renderings or rendered plans or other marketing materials; Renderings are available as an Additional Service
- 5. Meetings and/or site visits beyond those indicated, including public hearings
- 6. Permit applications and delivering drawings to Permit Departments
- 7. Value Engineering
- 8. Construction Phasing Coordination Drawings
- 9. Design of emergency power, UPS or generator systems
- 10. Analysis or modifications to the existing mechanical systems
- 11. Commissioning
- 12. LEED Design or Documentation for the Existing Building
- 13. Other Services mentioned as excluded in other sections of this Proposal
- 14. Services not specifically noted in this Proposal as included in the basic scope of services

#### IV. COMPENSATION (Fee)

KZFDS proposes to provide the services outlined above for a Lump Sum Fee broken down on the following attachments:

Table A-1:

Summary of Total Contract Value

Table A-2:

Summary of Lump Sum Fees

Table A-3:

Breakdown of Fees

Table A-4

Reimbursable Expenses

#### Additional Services:

Additional Services, if necessary, will be at the hourly rates in this proposal or as otherwise agreed by the parties.

Thank you, once again, for the opportunity to serve UCF for this project. We are ready to start work upon your authorization.

KZFDS Design Studio  Joseph H. Morgan, AIA  Principal  Proposal Executed and Authorized by:	
,	
Signed name	Printed Name

### Table A-1 Summary of Total Contract Value City Hall – Roof Replacement

Project Phase	Pre-Design/ Field Investigation	Construction Documents	Permitting/ Bidding	Construction Administration	Total Contract
1.0 Fee	\$23,565	\$67,988	\$6,239	\$26,830	\$124,622
2.0 Expenses	\$4,625	\$1,975	\$2,300	\$1,175	\$10,075
(Table A-4)	į				
Total Contract Value	\$28,190	\$69,963	\$8,539	\$28,005	\$134,697

Table A-2 Summary of Lump Sum Fees City Hall – Roof Replacement

Project Phase		Design/ Field estigation		Construction Documents		Permitting/ Bidding		nstruction inistration	Total	Total Contract	
	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	
KZF Design Fee	107	10,669	454	44,712	61	5,937	236	22,310	858	83,628	
Direct Expenses		4,625		1,975		2,300		1,175		10,075	
Subtotal KZF Fee Amount	107	15,294	454	46,687	61	8,237	236	23,485	858	93,703	
One Source Roofing Cores and Scans		3,100			•					3,100	
Cost Management, Inc.	4	536	82	10,997					86	11,533	
Base Consultants, P.A.	8	990	43	4,590			8	890	59	6,470	
Milan Engineering, Inc.	85	8,270	92	7,689	2	302	24	3,630	203	19,891	
Total Contract	204	28,190	671	69,963	63	8,539	268	28,005	1,206	134,697	

# Table A-3 Breakdown of Fees City Hall – Roof Replacement

Position	Princip	al/PM	Project	Architect	Total		
Rate	162	2.40	93	3.96			
	Hours	Cost	Hours	Cost	Hours	Cos	
Pre-Design/Field Investigation							
Kickoff Meetings	3	487	6	564	9	1,051	
Review available documents		· · · · ·	6	564	6	564	
Investigate potential roofing/flash manufacturers			18	1,691	18.	1,691	
Field investigation/Includes follow up visits			56	5,262	56	5,262	
Meeting to review findings/set direction new work	6	974	12	1,127	18	2,101	
Total Predesign/Field Investigation	9	1,461	98	9,208	107	10,669	
Construction Documents		<i>.</i>				<del></del>	
Create plan base sheets	2	325	16	1,503	18	1,828	
Title Sheet/Code Analysis	2	325	48	4,510	50	4,835	
Roof Demolition Plans	5	812	56	5,262	61	6,074	
Roof New Work Plans	6	974	112	10,524	118	11,498	
Roof Details	6	974	112	10,524	118	11,498	
Specifications/Coord. w/ Purchasing	6	974	74	6,953	80	7,927	
Review Meetings (2 each phase @ 3 hrs.)	3	488	6	564	9	1,052	
Total Construction Documents	30	4,872	424	39,840	454	44,712	

Permitting/Bidding	-					-
Submit for permit/respond to comments	2	325	40	3,758	42	4,083
Attend pre-bid meetings			6	564	6	564
Respond to bid questions	1	162	12	1,128	13	1,290
Total Permitting/Bidding	3	487	58	5,450	61	5,937
Construction Administration				Ė		
Pre-construction meeting			6	564	6	564
Review shop drawings	1	162	24	2,255	25	2,417
Respond to RFI's	1	162	20	1,879	21	2,041
Field visits		<u>-</u>	160	15,033	160	15,033
Punchlists			24	2,255	24	2,255
Total Construction Administration	2	324	234	21,986	236	22,310
Total KZF Design Self Performed Work Fee	44	7,144	814	76,484	858	83,628

Position	Principal/PM		Cost E	stimator	То	otal
Rate			134	1.10		
	Hours	Cost	Hours	Cost	Hours	Cost
Field Investigation to Comprehend Various Roof Levels, Understand the Area Breakdowns			4	536	4	536
50% Design Estimate Areas 1 & 2 broken out			50	6,705	50	6,705
95% Design Estimate Areas 1 & 2 broken out			32	4,292	32	4,292
Total Cost Management, Inc			86	11,533	86	11,533

						_		
Position	Principal/PM		Engineer		Dro	ífter	Totals	
Rate	130	0.00	10:	5.00	80.	.00		
Construction Documents	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Initial Project Kick-off Meetings	6	780					6	780
Field Investigation to Comprehend Various Roof Levels, Understand the Area Breakdowns			2	210			2	210
Copper Dome Roof Anchor Design	3	390	8	840	2	160	13	1,390
Prepare Wind Load Table	2	260	4	420	2	160	8	840
Review of Architectural Drawings; Assist w/ Roof Details	6	780	12	1,260	4	320	22	2,360
RFI Responses & Submittal Review	2	260	6	630		•	8	890
Total Base Consultants, P.A. Fee	19	2,470	32	3,360	8	640	59	6,470

One Source Roofing, Inc. Fee Breakdown (WB	E)						
Position	Core Lo	aborer	Scan Lo	aborer	Total		
Rate						•	
	Cores	Cost	Lump Sum	Cost	Hours	Cost	
Roofing Cores for Low-Slope Roofing Areas	25	1,500				1,500	
Moisture Scan for Low-Slope Roofing Areas				1,600		1,600	
Total One Source Roofing, Inc		1,500		1,600		3,100	

Milan Fee Breakdown										
Position	Sr E	ngineer/ PM	En	Engineer		Designer		lmin	Total	
Rate	151.25		74.25		63.25		33.00			
	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Pre-Design/Field Investigation		,					: 			
Kickoff Project Meetings	6	908							6	90
Field Investigations	8	1,210	19	1,411					27	2,62
Calculations	12	1,815	12	891					24	2,700
Create Report	8	1,210	4	297			16	528	28	2,033
Total Predesign/Field Investigation	34	5,143	35	2,599			16	528	85	8,27
Construction Documents		·								
Planning Meetings	4	605							4	60:
MEP Drawings	12	1,815	32	2,376	32	2,024		1	76	6,21
MEP Specifications	4	605					8	264	12	869
Total Construction Documents	20	3,025	32	2,376	32	2,024	8	264	92	7,689
Construction Administration										
Prebid Meetings	2	302							2	302
Area 1 RFI and Shop Dwgs	8	1,210							8	1,210
Site Visits – All Areas	16	2,420							16	2,420
Total Construction Administration	26	3,932							26	3,932

Total Milan Fee	80	12,100	67	4,975	32	2,024	24	792	203	19,891

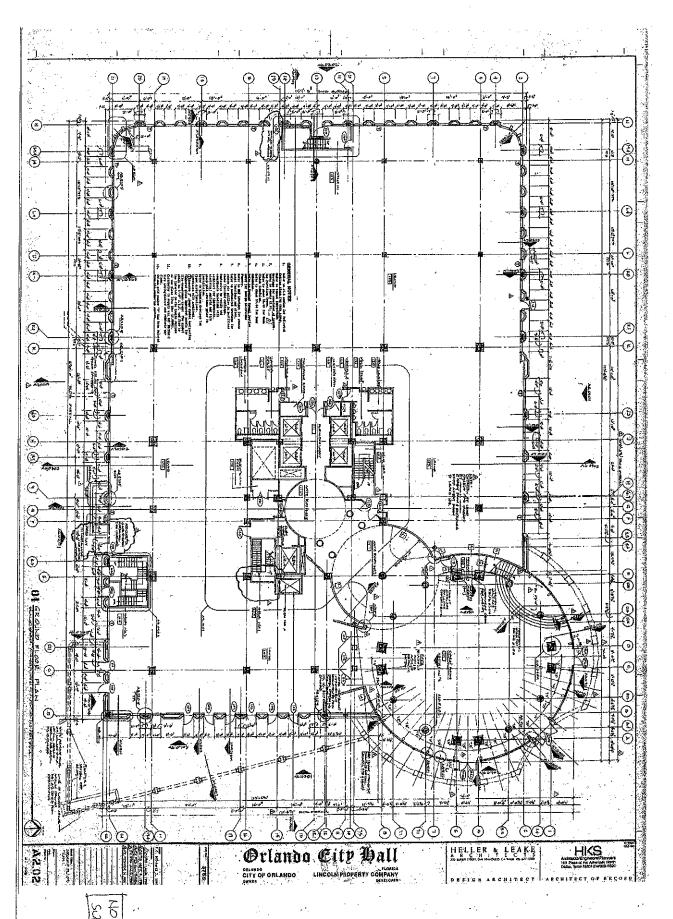
# Table A-4 Summary of Reimbursibles City Hall – Roof Replacement

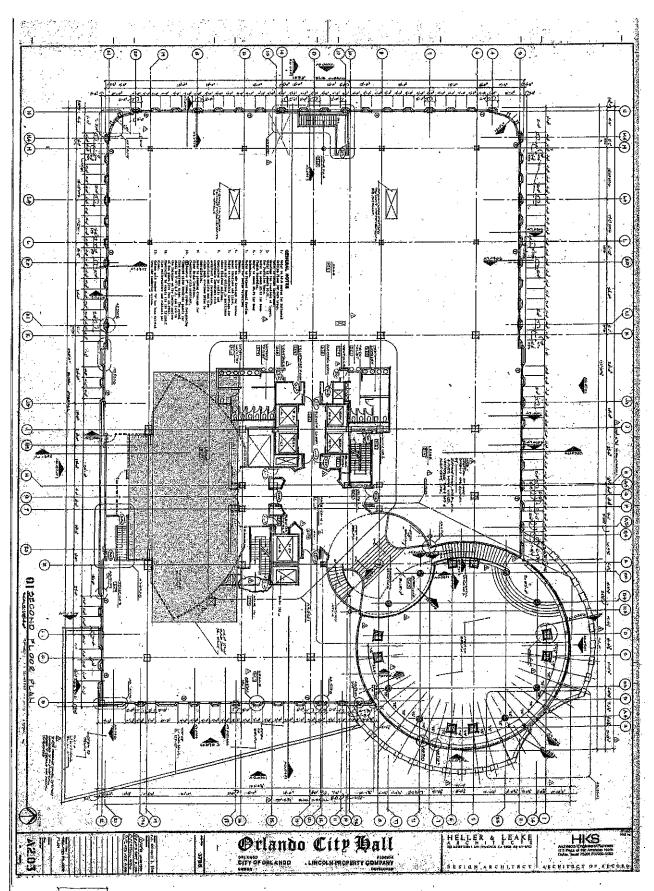
Project Phase	Pre-Design/ Field Investigation	Construction Documents	Permitting/ Bidding/ Record Dwgs	Construction Administration	Total Contract	
Reproduction Drawings	\$405	\$825	\$975	\$270	\$2,475	
Reproduction/Reports/ Specifications	270	750	825	255	2,100	
Travel/Mileage/Parking	600	150	150	400	1,300	
Long Distance Calls/ Mail and Courier	50	150	150	150	500	
Lift Equipment Rental If Required/Closures	3,000				3,000	
Miscellaneous	300	100	200	100	700	
			,			
Total Contract Value	\$4,625	\$1,975	\$2,300	\$1,175	\$10,075	

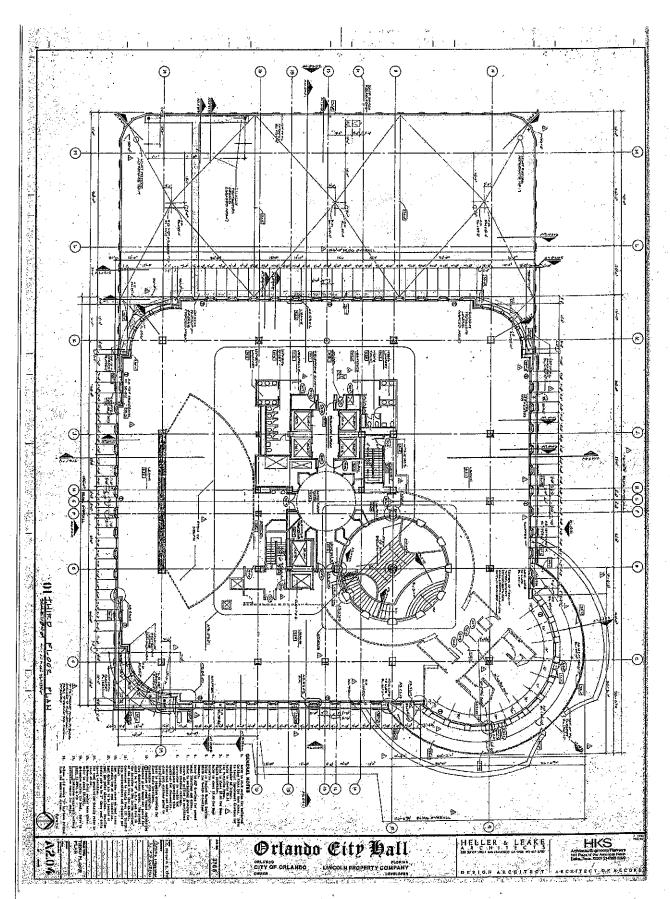
Attachment "B"

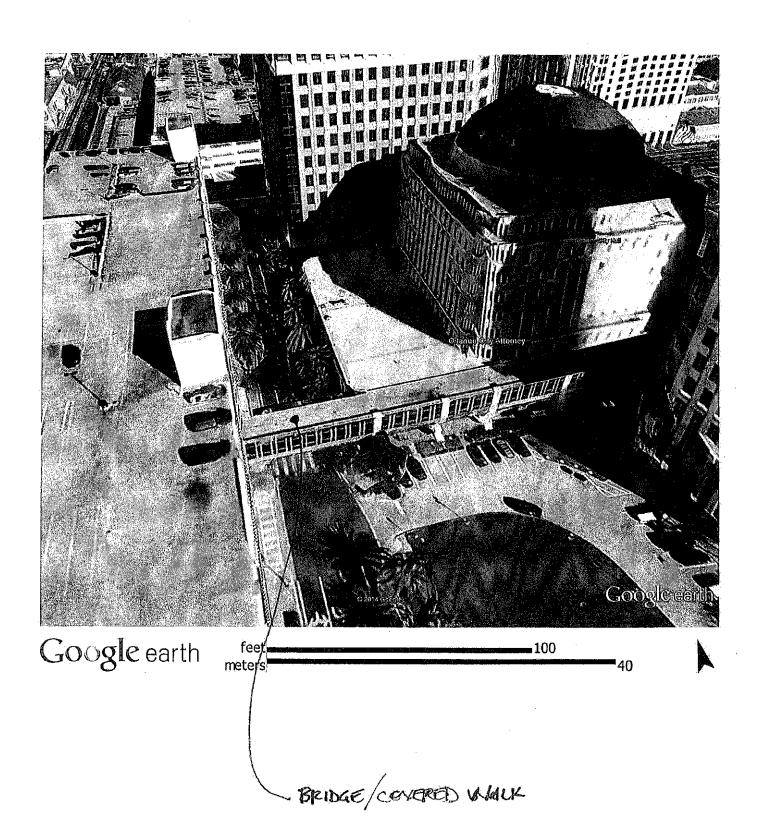
Roof Areas Affected

by this Agreement









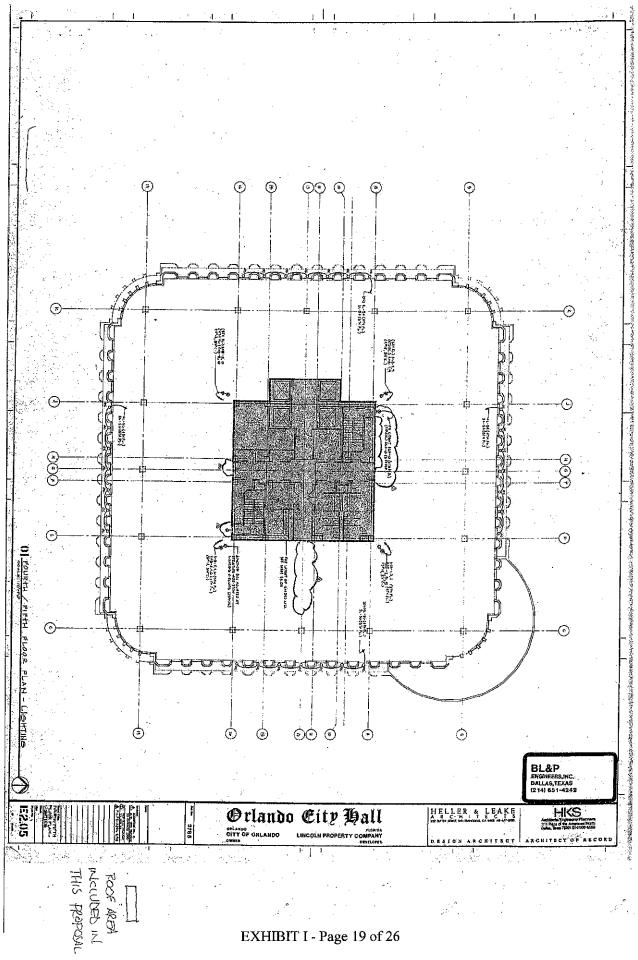
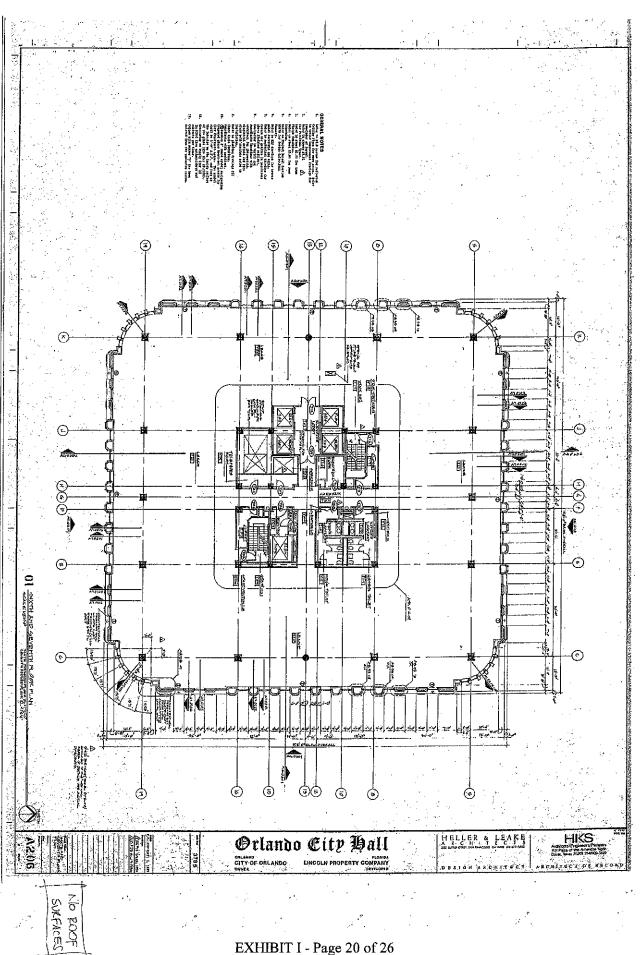
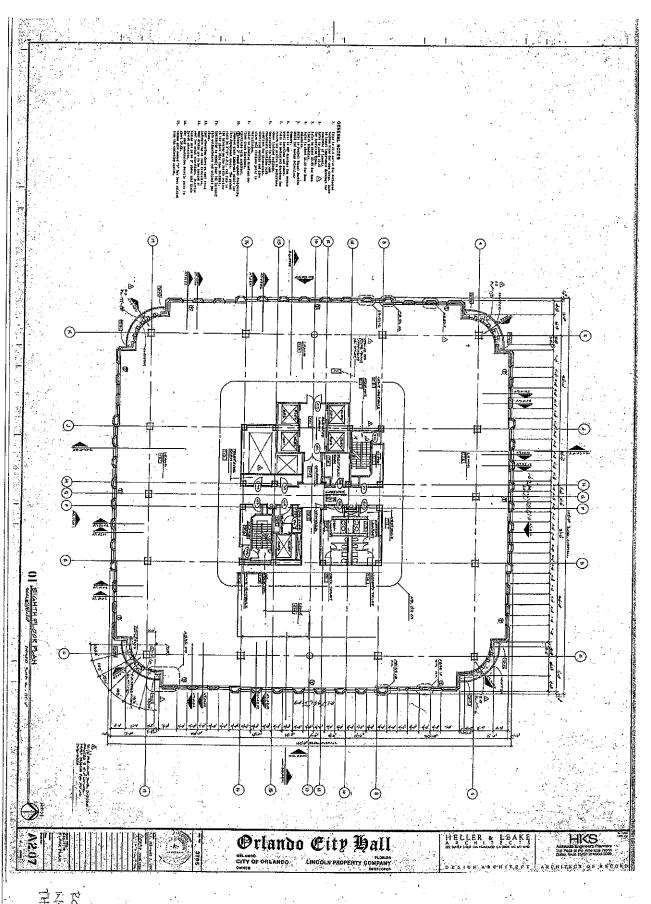
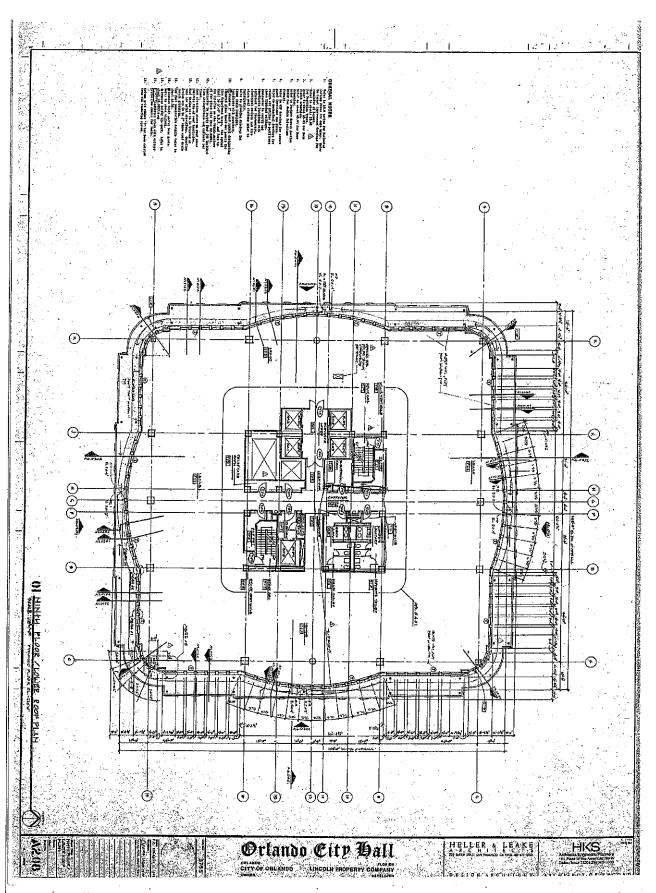


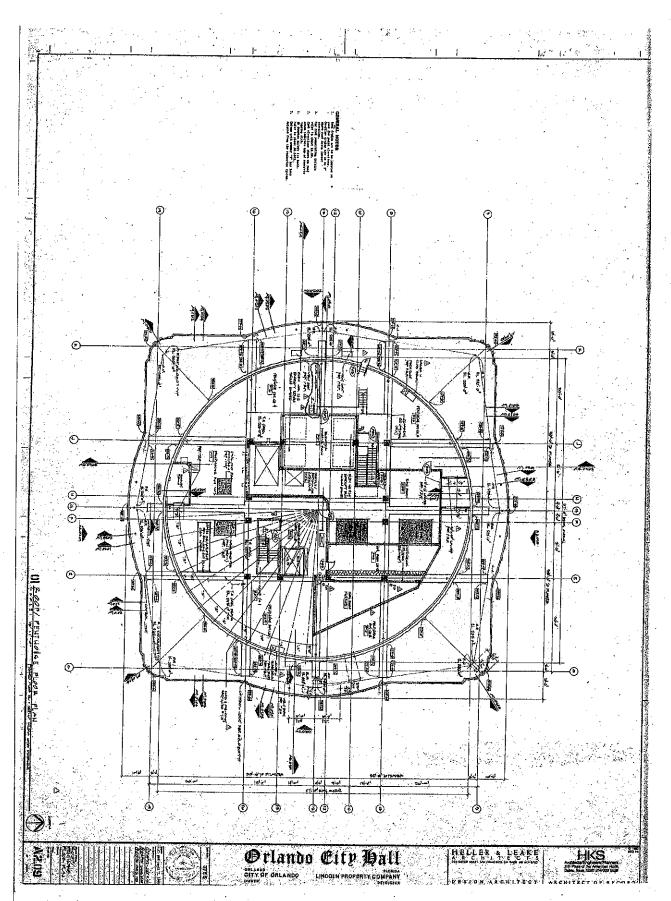
EXHIBIT I - Page 19 of 26



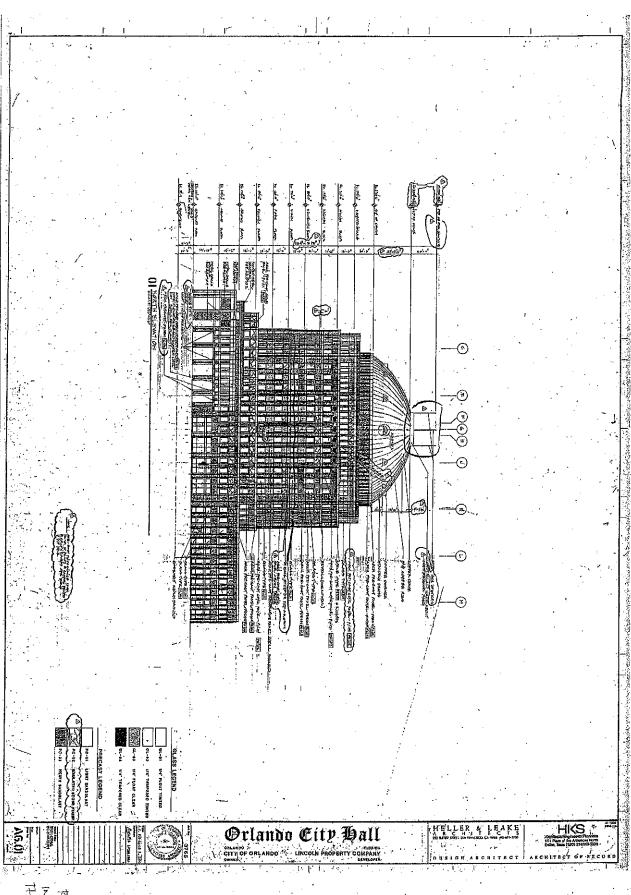




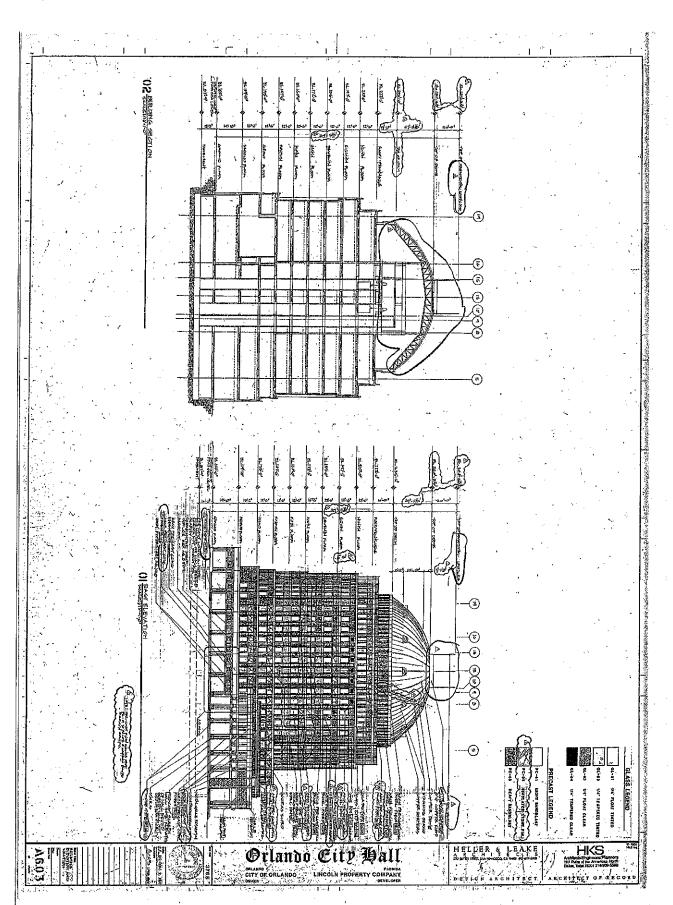
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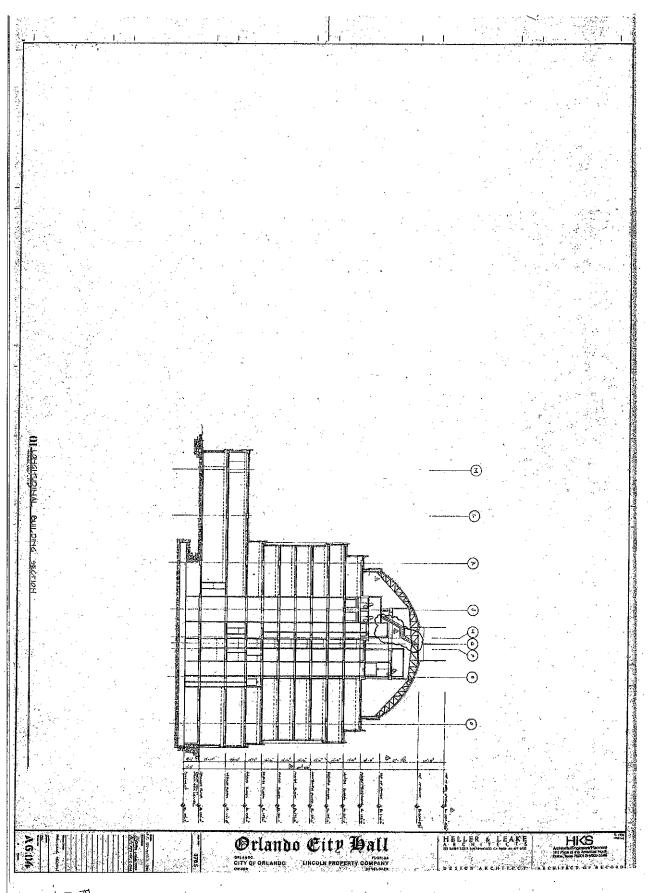
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