

OWNER'S REPRESENTATIVE SERVICES PROPOSAL
DADE COUNTY BAR ASSOCIATION



FALKE

Falke Corporation
2875 NE 191st Street, Suite#500
Aventura FL, 33180

June 15, 2023

Bret Berlin
Executive Director
Dade County Bar Association
123 NW 1st Avenue, Suite 214
Miami, FL 33128

**RE: Dade County Bar Association Headquarters Renovation
123 NW First Avenue, Miami, Florida 22128**

Dear Mr. Berlin,

Thank you for the opportunity to present our proposal for Owner's Representation / Project Management Services for the Design, Renovation and Construction necessary at the Dade County Bar Association's building.

We would like you to know that at FALKE, we are aware of the importance of this service, being the link between many players that will interact to have a finalized project on schedule, on budget and quality workmanship.

One important thing that you can count on engaging FALKE is that it will allow the team members of your project to develop a positive working relationship, aligning goals and objectives since the very beginning. Preconstruction phase is the base to a successful delivery for your project.

Our Approach

Personalized Approach & Experienced Staff | FALKE prides itself as a boutique firm, offering the kind of personalized service required to manage your project needs with an unsurpassed level of quality and understanding. We operate with an owner's mentality when evaluating schedules and budgets by asking ourselves at all times what would we do if this were our own project.

Process | Our experience of many years in the industry has allowed us to put together best practices that provide a supreme level of transparency while mitigating problems and offering solutions to complex situations. Our streamlined process will keep all key stakeholders on task while offering a level of predicated ownership deliverables.

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Pricing Structure | Our interests are all aligned because our pricing structure is not directly related to a percentage of the overall project costs. Our goal is to complete the project in the most expeditious and cost effective manner.

Our firm's reputation has been built by providing an extraordinary level of customer service centered on providing the best experience for our clients. We know what it takes to deliver quality finishes and great results.

FALKE has extensive experience navigating through the complex process required to budget, plan, stage and execute complex renovations. We are excited to serve as your trusted partner and feel we are uniquely positioned as the perfect fit to meet your project goals.

Sincerely,

Michael Falke

1. Scope of Services | Our scope of services is to act as Dade County Bar Association representative and Project Manager, overseeing the progress of work for the renovation of the current free-standing structure located at 123 NW First Avenue, Miami, FL 33128 which is composed of 21,800 SF of commercial retail and office property, in the following phases:

- Construction Management
- Close-Out | Transition

The goals of the project are:

- Ground Floor:
 - To be leased in part for retail use, triple net;
 - To accommodate separate entrances for Dade Legal Aid and Dade County Bar Offices; o Lobby for elevator.
- Second Floor:
 - Office space to accommodate 39 employees of Dade Legal Aid;
 - Kitchen, bathroom, and conference room facilities appropriate to Dade Legal Aid's needs.
- Third and Fourth Floor:
 - Flexible office space for shared work environment; o Administrative offices;
 - Conference rooms.
- Fifth Floor:
 - Lounge/ Coffee Bar;
 - Outdoor terrace.

Specific Work to be managed:

- Replace the elevators and raise the elevator shaft to reach floor 5;
- Replace all plumbing, electrical, and HVAC systems;
- Interior demolition;
- Replace fire alarm and sprinkler systems;
- Install systems for communications and security;
- Repair or replacement of other non-functioning building systems;
- Remove and replace façade;
- Interior to a modern and improved design and improvement for 2, 3, and 4th floor office accommodations;
- Removal of old windows and doors and Installation of new impact windows and doors.

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2. Fee Schedule

SERVICE	FEE	FEE TYPE
Project set up, initial project evaluation and onboarding.	\$ 2,500	
Donation	(\$ 1,000)	Fixed
Total charge project set up phase	\$ 1,500	
Construction Project Management	\$ 11,500	
<ul style="list-style-type: none"> ○ Weekly job meetings. ○ Manage schedule. ○ Manage RFI process. ○ Manage Submittals process. ○ Manage RCO. ○ Manage pay apps. ○ Project reporting. ○ Review safety. ○ Manage CO process. ○ Manage punch list. ○ Manage close out and turnover of space. ○ Make recommendations on cost savings. ○ Manage recommendation on material for speed with complexity of supply chain failure. 		Monthly
Donation	(\$ 4,000)	
Total project management monthly charge	\$ 7,500	

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3. Project Approach | We believe that a project's success is based specifically on effective communication. Projects of this nature, due to their large number of team members and compact schedule, require a precise flow of information. We strive to maintain open lines of communication through all members of the project team from the end user through the design team and down through the subcontractors. We feel that it is the Project Manager's responsibility to spearhead the communication process, direct all meetings and control the flow of information between all parties.

Our focus is to complete the project within time and budget and for that we incorporate the following tools to keep all team members involved:

- Standards and protocols developed over 35 years of Project Management and Owner Representation.
- Weekly progress meetings on site with the Client, General Contractor, Design Team and any key subcontractor trades to discuss project submittals, RFI's, plan clarification, job schedule and field-specific issues.
- Weekly project reports issued to all team members including:
 - Progress Meeting Agenda
 - Project Meeting Report
 - RFI Log
 - Change Order Log
 - Submittal Log
 - Weather Delay Log
 - Weekly Construction Report
 - Construction Photos

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4. About the Services | FALKE will act as Dade County Bar Association representative, to oversee the progress of the agreed upon scope of work.

A. CONSTRUCTION MANAGEMENT

All activities shall be maintained in accordance with the master project schedule. The field supervisor should coordinate with all subcontractors and maintains a daily field report which tracks all daily activity and identifies any quality issues. The Project Supervisor identifies and documents project issues and works with the Project Manager to drive them to resolution. FALKE will coordinate all activities of the General Contractor and the Project Team.

Project costs are controlled very strictly. A Master Project Budget will be created for the project and will be maintained throughout. No work shall be authorized without approval by the authorized client representative. Costs from any authorized work must be allocated to a pre-approved budget line item prior to commencement. Should any costs arise that fall outside of the Master Project Budget, action will be discussed with the Project Architect and Owner if necessary.

A.1. Construction Monitoring

FALKE Management conducts formal Owner/Architect/Contractor meetings in addition to informal onsite meetings with the contractor on a weekly basis. Site visits are both announced and unannounced to ensure project cleanliness, safety, **tranquility**, and workmanship.

FALKE's team will include site progress photos on the weekly update package.

- i.** Conduct and lead weekly meetings with Contractor(s) and Project Team to encourage communication, identify potential obstacles, confirm coordination and resolve open issues.
- ii.** Conduct weekly scheduled and unannounced site visits.
- iii.** Require and monitor that General Contractor updates and maintains project schedule weekly.
- iv.** Identify any lags or delays in schedule.
- v.** Track Contractor's inspection progress.
- vi.** Confirm status of long lead time orders.
- vii.** Review and coordinate RFIs.
- viii.** Review and coordinate Change Orders.
- ix.** Track Contractor deliverables such as shop drawings, submittals and samples for approval.

DELIVERABLES	
1	Weekly site meetings
2	Weekly meeting minutes
3	Weekly project progress reports

A.2. Progress Reports

- i. Prepare and distribute regular progress reporting including:
 - Jobsite progress and updates
 - Open items and responsibilities
 - Schedule update
 - RFI Status
 - Submittal Status
 - Change Order Status
 - Progress photos

A.3. Quality Control

- i. Coordinate detailed site inspections in conjunction with the design and engineering team at key milestones throughout the duration of the project, including but not limited to:
 - Preconstruction site inspections
 - Framing layout walkthroughs
 - Rough-in site inspections
 - Pre-drywall team walkthrough
 - Finish installation reviews
 - Pre-punch walkthrough
 - Punch out inspections
- ii. Following quality control inspections, the team will receive a detailed report including site photos for documentation.

A.4. Contractor Applications for Payment

- i. Review and approve GC Application for Payment. This should be submitted on a formal AIA G702/G703 or similar format. Architect or Owner's Agent approval will also be required.
- ii. Review and negotiate and change orders
- iii. Coordinate between Lender and Contractor to ensure the funding process moves as seamlessly as possible to avoid unnecessary delays.

A.5. Non-Compliance Notices

If required, the contractor will be formally put on notice for any non-compliance issues including, but not limited to:

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- i. Project delays.
- ii. Lack of proper safety.
- iii. Working hour violations.
- iv. Parking issues
- v. Improper workmanship.

A.6. Supervisory Shortfalls

We make sure that site management complies with norms and all facility staff is treated with dignity and respect.

A.7. Accounting

- i. Coordination with Client’s accounting staff to review Notices to Owner and Releases of Lien.

A.8. Client Vendors / Specialty Trades

- i. Coordinate and organize Client’s subcontractors and vendors or specialty trades who may not be included as part of General Contractor’s scope.
- ii. Generate “Scope of Work” for direct hire vendors.
- iii. Solicit, analyze and make recommendations on vendor proposals.
- iv. Negotiate and finalize contracts with vendors.
- v. Coordinate vendor’s work
- vi. Review and manage payment applications, including final payment requirements.

We believe it is the Construction Manager’s responsibility to stay current on the latest industry technology and incorporate that knowledge into our projects. We spend considerable time meeting with any outside consultants relevant to the project to make sure that their individual needs are satisfied.

DELIVERABLES	
1	Vendor selection recommendations and negotiated contracts

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B. PROJECT CLOSE-OUT PHASE

- B.1. Monitor progress of final inspections.
- B.2. Confirm lender close-out requirements.
- B.3. Request and track subcontractor final releases of lien.
- B.4. Track and confirm receipt of contractor's close-out book which should be inclusive of:

- i. All as-built drawings.
- ii. All equipment manuals.
- iii. Warranties.
- iv. Extra materials from project.
- v. Finish Samples and identification of finishes used, which are not identified on ID drawings.

B.5. Punch List:

- i. Generate final punch list with Owner and Contractor.
- ii. Consult with Owner as to estimated cost for completion of punch list items necessary if funds are required to be withheld from Contractor for completion.
- iii. Generate payment reconciliation for all Contractors.
- iv. Coordinate all required signatures, certificates and payments for Certificate of Occupancy.
- v. Follow up on any releases of lien and Notice to Owners that may have been received.
- vi. Track punch list completion.

DELIVERABLES	
1	Project Punch List
2	Project Completion Report

C. EQUAL OPPORTUNITY EMPLOYER

"FALKE is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind: FALKE is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at FALKE are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. FALKE will not tolerate discrimination or harassment based on any of these characteristics."

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5. NOTES TO OUR PROPOSAL

A. GENERAL

A.1. The name of the person authorized to represent the FALKE in negotiating and signing any agreement which may result from the proposal is Michael Falke.

A.2. FALKE will submit invoices every on the 25th of the month and will be due by the 1st of the following month.

A.3. If Owner fails to make payment within ten (10) days of the due date than after written notice and a seven (7) day right to cure Consultant reserves the right to suspend performance of its services. In the event of a suspension of services for nonpayment, Consultant shall be allowed to stop work.

B. REIMBURSABLE EXPENSES

B.1. Construction Manager will be reimbursed for all costs associated with the Project including but not limited to:

B.1.1. Printing and plotting - Cost

B.1.2 Parking - Cost

C. TERMS AND CONDITIONS

C.1. The obligation to provide further services under this Agreement may be terminated by either party upon sixty (60) calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. In the event of any termination, FALKE will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by FALKE as a result of such termination.

C.2. Consultant is an independent contractor, and this Agreement shall not be construed to create an employer-employee relationship between the parties. Consultant and its employees will work by its own means and methods and furnish its own equipment as required to deliver its services. Consultant will not be supervised or controlled by Owner's personnel. Consultant will only act as Owner's agent to the extent authorized or necessary for performance of services on this Project.

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C.3. Consultant will not have the authority to make any changes in the work, to incur any cost for Owner or to otherwise bind Owner.

C.4. Consultant shall not be responsible for design or engineering or for general contractor/construction manager's means, methods, and safety.

C.5. The recommendations, advice, budgetary information, and schedules to be furnished by Consultant under this Agreement shall not be deemed to be warranties or guarantees or constitute the performance of licensed professional services. Further, Consultant shall not be required to provide professional services that constitute the practice of general contracting, architecture, or engineering. Consultant shall cause any such services to be provided by a properly licensed professional.

C.6. If the Project is suspended by Owner for more than sixty (60) consecutive days, Consultant may terminate this agreement by giving seven (7) day notice to Owner plus as second seven (7) day notice. Owner shall pay Consultant all fees earned, and Reimbursable Expenses incurred through the date of termination.

C.7. Consultant's approval of Project invoices and applications for payment prepared by others will be based on Consultant's knowledge and general observations and beliefs. Consultant does not represent that it has made exhaustive or comprehensive inspection of the quality or quantity of such work or audit of subcontractor or supplier invoices and payments.

C.8. In no event shall Consultant's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement exceed in the aggregate the sum equal to the total amount paid to Consultant under this Agreement whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omissions or otherwise.

C.9. Neither Party shall be liable under or in connection with this Agreement for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue, loss of actual or anticipated profit, loss by reason of delay, increased cost of capital, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or otherwise, and each Party hereby releases the other from any such liability, Nothing in this Section shall limit Client's payment obligations under the Agreement.

C.10. This Agreement shall be governed by the laws of the location of the Project. The invalidity or unenforceability of any specific provision of this Agreement shall not affect the validity or enforceability of the remainder of such provision or of any other provision.

C.11. This Agreement shall constitute the entire agreement of the parties and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment,

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extension, or change of the Agreement shall be binding unless made in writing and signed by both parties.

D. EXCLUSIONS

- D.1 Third-party professional consultants including, but not limited to: engineers, architects, designers.
- D.2. Purchasing (may be available as an Additional Service, if required).
- D.3. LEED certification administration.

E. ACCEPTANCE

Please feel free to contact us should you have any questions regarding the above. We look forward to working with you on this project.

Please sign acceptance below.

Print Name

Signature

Date