



## Professional Services Proposal

Client: Golden Gate Condominium

Date: 09/28/23

Client Rep.: Magalys Vazquez

Job No.: 23-0721

To: Magalys Vazquez  
**Board President**  
440 East 23rd St  
Hialeah, FL 33013  
Folio: 04-3108-014-0001

Subject: Golden Gate Condo Engineering Permit Package to Rehabilitate Building

Dear Mrs. Magalys Vazquez:

ANP-PE thanks you for the opportunity to submit this proposal for the Engineering Permit Package associated with the design and permitting of the rehabilitation and general improvements to the building located at 440 East 23rd St, Hialeah, FL.

The scope of services, client responsibilities, assumptions and limitations, fee and schedule are provided below.

Scope of Services:

**Provide Engineering Permit Package to perform the above-described scope at the reference property. In more detail, the scope consists in providing repairs techniques and procedures to remediate the stucco and concrete deficiencies, new roof design with details, expansion joint rehabilitation, new railing design and wind load calculations for new windows installation.**

The engineering package consists of drawings, repair details and procedures, specifications and a tabulated list of the damage areas. Clarifications, revisions and responses to Plan Reviewers comments are included in this scope.

Client Responsibilities:

Provide existing as-built original drawings (in CAD or PDF format), specifications, reports, shop drawings and other pertinent background data, if available.

Provide access to the various building areas for necessary inspections and investigations.

Assumptions and Limitations

The scope of services does not include any work not explicitly stated herein. The following are the scope and fee assumptions and limitations:

1. All permit related and regulatory fees will be paid by (Owner).
2. It is assumed that the project will progress in a linear fashion. Delays to the project during design, permitting, or construction phases based on the Client's objective or preferences may require additional fees to compensate for reacquainting and/or remobilizing to the project.
3. No additional design services are included under this contract. If additional design services are required, then an additional proposal can be provided for those services.
4. This proposal is valid for 90 days.



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### Fee and Schedule

ACT proposes to complete the scope of services for a lump sum fee indicated below:

Task	440 E 23rd St	460 E 23rd St
Concrete Restoration	\$6,500.	\$6,500.
Roof Design & Specifications	\$1,200.	\$1,200.
Wind Loads Calc. for New Windows	\$850.	\$850.
Railing Design & Specifications	\$800.	\$800.
Expansion Joint Rehabilitation	\$700.	\$700.
Inspections	\$1,200.	\$1,200.
<b>Total Lump Sum Fee</b>	<b>\$11,850.</b>	<b>\$11,850.</b>

### Schedule of payments:

Task	Fee
Retainer Fee – 50%	\$11,850.
Permit Package Approval by the City – 50%	\$11,850.

If you find this proposal acceptable, please sign and return the attached agreement which will act as our notice to proceed.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact us at (305) 967-9775, if you have any questions or require any additional information.

Sincerely,

Alejandro Pardo, P.E.  
Principal  
ACT Florida



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## AGREEMENT BETWEEN ACT AND CLIENT FOR PROFESSIONAL SERVICES

**This Agreement** is made by and between Golden Gate Condominium (hereafter "Client"), and ACT Florida (hereafter "ACT").

### WITNESSETH

That for the considerations set forth below, the parties agree as follows:

**1. Scope of Services:** ACT shall provide professional services (hereafter "Services") for the project (hereafter "Project") as set forth in the proposal titled, "**Golden Gate Condo Engineering Permit Package to Rehabilitate Building**" dated January 28th, 2023 ("Proposal") in accordance with the terms and conditions of this Agreement.

**2. Basis of Compensation:** \$23,700 Lump Sum

**3. Method of Invoicing:** Based on milestone.

**4. Professional Retainer:** \$11,850.

**5. Other Terms:** See Proposal

**6. General Conditions:**

- a. Payments for invoices prepared by ACT are due and payable upon receipt. Payments due ACT under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.
- b. Client agrees to pay all costs and expenses of ACT, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement
- c. This Agreement may be terminated by either party upon 15 days written notice to the other party. Upon termination, ACT shall be paid for all Services rendered to the date of termination together with any termination expenses incurred.
- d. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in ACT's Standard Fee Schedule in effect at the time of performance of the Services. Unless



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expressly stated therein, the scope of work does not include testimony or responding to subpoenas or other legal orders requiring production of records or testimony. In the event ACT receives a subpoena or other legal order to produce project records or testimony, ACT will be compensated by Client at current Fee Schedule rates.

- e. Any drawings, specifications, reports, data and notes developed pursuant to this Agreement are instruments of service, and as such the original documents, tracings, and field notes are and remain the property of ACT.
- g. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.
- h. Unless otherwise expressly stated in the Scope of Services, ACT shall have no responsibility for site health and safety, except with respect to the activities of ACT. In no event shall ACT be responsible for the means, methods or manner of performance of any persons other than ACT.
- i. ACT shall be entitled to rely on information provided by Client. ACT shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client or differ from what could reasonably be anticipated given the nature of the Services.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

**ACT Florida:**

SIGNATURE:

A handwritten signature in black ink, appearing to be 'Alejandro Pardo'.

NAME: Alejandro Pardo, P.E.  
Principal

DATE: 09/28/2023

**Golden Gate Condominium:**

SIGNATURE:

A handwritten signature in black ink, appearing to be 'Magalys Vazquez'.

NAME: Magalys Vazquez

DATE: 10/20/2023