



ARCHITECTURE INTERIOR DESIGN PLANNING

August 15, 2022

**ATTN: City of North Miami Beach**  
**Arthur H. Sorey III**  
**(City Manager of North Miami Beach)**

**C/O: Kemarr L. Brown**  
**17011 NE 19<sup>th</sup> Ave,**  
**North Miami Beach, FL 33162**  
**(305) 947-7581, ext. 7922**  
[Kemarr.brown@citynmb.com](mailto:Kemarr.brown@citynmb.com)

**P-22-209 Proposal for 16851 West Dixie Highway, North Miami Beach, FL 33160**

Dear Ms. Brown,

Kobi Karp Architecture & Interior Design (KKAID) is pleased to have the opportunity to present this proposal for Pre-Solicitation Launch for the above-mentioned project. The proposed scope of services, schedule and fees are as follows: Please note that the following proposal does not include Video Production.

**SCOPE OF WORK**

KKAID will produce Limited Pre-Solicitation Launch Services for the proposed Tennis Center located 16851 West Dixie Highway, North Miami Beach, FL 33160. The structured buildings consist of 150 Units per Acre for a total of 1500 in 5 buildings on 10.6 Acres. A standalone garage with ground level retail (commercial) for public use. A private rooftop amenity area for residences. Green space to be incorporated in preliminary site plan.

**(01) Pre-Solicitation Launch**

KKAID will participate in an initial kick-off meeting to understand the consolidated City's objectives, the project schedule and other considerations relevant to the development of the project. Work will proceed based upon the available criteria and appropriate background information provided by the City as a foundation for creating plans, layouts and designs that satisfy the City's requirements and recommendations.

In order to initiate the design phase, KKAID shall receive the following information from the City:

- 1.1** Boundary Survey of parcel (electronic in AutoCAD file version). KKAID is not responsible for accuracy of City-provided survey. Site Survey by professional measuring consultant in CAD to be provided by City.
- 1.2** Any additional information pertinent to developing the conceptual design package.
- 1.3 Deliverables shall include the following:**
  - a. Up to one (1) Data Sheet with Zoning and Building Data
  - b. Up to one (1) Site Plan
  - c. Up to one (1) Typical Parking Floor Plan
  - d. Amenity Floor Plan
  - e. Typical Residential Floor Plan (unit layouts are not included)
  - f. Up to one (1) Section
  - g. Up to one (1) Elevation
  - h. Up to four (4) Exterior 3D Renderings
  - i. Up to one (1) potential landscaping with public access.
  - j. Up to one (1) presentation
  - k. Up to one (1) Revision of project.

**The Architectural fee for the Limited Architectural Services described above, is as follows:**

Commence:	\$14,700.00
Submit to City:	\$9,800.00
<b>Total:</b>	<b>\$24,500.00</b>

\*\* Engineering, Permitting or other Consultancy Services are not included in this proposal. These services will need to be retained directly by City. All subcontractors necessary for approval are to be hired and paid directly by City to Consultant.

Any City requested material changes to the Program, scope and/or deliverables contained herein will be billed as an additional service at the hourly rates stated herein.

KKAID is not responsible for the professional engineering design services or related work performed by City's licensed and insured professionals.

All reimbursables in association with this project will be billed separately and with an up-charge fee of 25% for administration charges. These costs include transportation expenses, color boards, models, couriers, federal express, prints, copies, mileage in association with project and other miscellaneous expenses.

KKAID shall receive boundary survey of all parcels (electronic AutoCAD file version) as well as any other necessary CAD Files, including but not limited to current as-builts of any existing spaces. KKAID is not responsible for accuracy of City-provided survey and/or any other related information.

Any additional work not included in the Scope of Work contained herein including additional architectural design services, additional interior design services, furniture design and selection, value engineering, marketing services, LEED Certification, and meetings with community boards, governmental agencies and officials, requested by the City will be charged as an Additional Service billed on an hourly basis and invoiced monthly based on the Architect's standard hourly rates.

The work product of KKAID created under this Agreement is the sole property of Kobi Karp Architecture and Interior Design, Inc. The parties agree that KKAID is the author of all work product for the Project that is created under this Agreement and the sole owner of all copyrights associated with the work product for the Project that is created under this Agreement.

KKAID will negotiate a contract with new owner to provide a non-exclusive license to use KKAID's design which shall only be used by this property for this Project only. Said license cannot be used by any other design professionals in any capacity without the express written permission from KKAID.



ARCHITECTURE INTERIOR DESIGN PLANNING

All architectural design work generated within the scope of services set forth in this Agreement, including drawings, renderings, photographs and models (the "Copyrighted Materials"), is the express property of KKAID and may not be published or used to construct the project without prior written permission from Kobi Karp Architecture & Interior Design, Inc., such permission to be granted in a writing separate from this Agreement. Regardless of any license granted to Owner for the use of the Copyrighted Materials in connection with the Project, ownership of the Copyrighted Materials remains with Kobi Karp Architecture & Interior Design. Subject to any licenses granted under a separate Agreement, the Copyrighted Materials may be used by a subsequent purchaser of the land and shall be used for the sole purpose of use on this property.

Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Radon sometimes naturally appears in building materials used in South Florida, such as concrete. Additional information regarding radon and radon testing may be obtained from your county health department. The foregoing notice is provided in order to comply with state law and is for informational purposes only. KKAID does not conduct radon testing nor does it make any representations or warranties regarding radon gas or its accumulation in relation to the architectural design services it provides or materials purchased from third-party vendors used in relation to those architectural design services, and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Project.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE ARCHITECT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

No written or verbal alteration of this agreement is valid.

KKAID and the City warrant that in transmitting Instruments of Service, or any other information, KKAID is the copyright owner of such information to transmit such information for its use on the Project. If the City and KKAID intend to transmit Instruments of Service or any other information or documentation in digital form, KKAID shall receive payment to date and the City and KKAID shall endeavor to establish necessary protocols governing such transmissions.

KKAID reserves the right to not authorize any other person to use the drawings, plan notes, electronic data and other Instruments of Service on other projects, for additions to this Project or completion of this Project by others. Use without KKAID's professional involvement will be at the City's sole risk and without liability to the KKAID. The City shall indemnify, hold harmless and defend KKAID and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, plan notes, electronic data or other Instruments of Service.

This Agreement constitutes the entire understanding and agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements or understandings between the parties concerning the subject matter hereof. No representations, inducements, promises, agreements, arrangements, or undertakings between the parties, not embodied herein, shall have any force or effect.

If you are in agreement with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the enclosed letter of agreement in the space provided below and return agreement and a nonrefundable fee of TBD in order to commence work listed in this proposal.

Please feel free to contact us with any questions or comments.

Sincerely,

Kobi Karp  
Principal  
KOBİ KARP ARCHITECTURE &  
INTERIOR DESIGN, INC.

Agreed and Signed on 8/17/2022

DocuSigned by:  
  
708541D6E6C1466  
Kemarr L. Brown  
Assistant City Manager  
City of North Miami Beach