



KallerArchitecture

PROPOSAL



ABOUT US

In 1984, Joe Kaller founded Kaller Architecture with a strong passion for architecture in South Florida. He created the firm with the intent to provide expert architectural services, close communication and ultimately creating long-lasting and successful real estate projects.

Now after more than three decades in the architectural industry, our firm has completed an estimated 2,000+ projects in from Key West up to Jacksonville, Florida. In addition, our team exhibits a combined 200+ years of architectural, design and space planning experience in the industry. Our client base has been 100% developed through referrals due to positive client experiences.

KEY POINTS

- 200+ Years of Combined Experience
- 2,000+ Completed Projects
- Firm Established in 1984
- Long-Term Relationships & Experience with Local Cities
- Focus on Integrity and Quality Architectural Design
- Wide Range & Ability of Zoning Type

2417 Hollywood Blvd
Hollywood FL 33020
www.kallerarchitects.com
(954)-920-5746
Laurie@kallerarchitects.com



KallerArchitecture

ARCHITECTURAL SERVICES PROPOSAL & AGREEMENT

September 27, 2023
Mr. Jeff Yeoshoua
322-326 Oklahoma St
Hollywood Florida

A. OVERVIEW

- i. New 5-Story, 18 Room Hotel Development - Schematic Design

1.2. SCOPE OF WORK:

Architectural Schematic Design and Feasibility Study for a New Construction 5 Story, 18 Room Hotel Development to be located at 322-326 Oklahoma Street, Hollywood FL.

Scope of Work shall be based on the following:

- A. New Construction 5 story building
- B. 18 Room Hotel
- C. Architectural Feasibility Study:
 - i. Local Zoning Research of City of Hollywood including but not limited to height, setbacks, required parking, density, etc. for the subject site.
 - ii. Analysis of Surveys (if available), sites etc.
- D. Preliminary Schematic Design:
 - i. Schematic Site plan
 - ii. Schematic Floor Plans
 - iii. 2D Exterior Elevations
 - iv. Two (2) Exterior Rendering Views

B. COMPENSATION & PAYMENT SCHEDULE

The Client shall compensate Kaller Architecture for the total scope listed in the Basic Services in Section 2 at a lump sum fee of Twelve Thousand Five Hundred Dollars and no cents (\$12,500.00). If the Project is abandoned, the Client shall pay the Architectural Fees up to then current, prorated status of the project plus all

outstanding and pending reimbursable expenses associated with the Project. The payment schedule breakdown as follows:

Initial Payment: Initial Payment of Six Thousand Two Hundred and Fifty Dollars and no cents (\$6,250.00), shall be provided upon execution of this Agreement.

Second Payment: At Completion of Architectural Preliminary Schematic Design Drawings, the Architect shall be compensated Six Thousand Two Hundred and Fifty Dollars and no cents (\$6,250.00), plus all reimbursable expenses.

Exclusions:

- A. Surveys including but not limited to Topography, Boundary, Legal Description of Property and Tree Surveys.
- B. Soils investigation and Percolation Tests and Engineer's recommendations report, as well as concrete testing and any other Structural testing that may be required for the structural systems of the project.
- C. Architectural services associated with the Architect's Representation at any Public Hearings or City meetings, should they be required.
- D. Project Color Models, 3D Models and High-Quality Artist Renderings.
- E. Interior Design Services, Meetings with Client provided Interior Designer, and/or selection of Interior Finishes.
- F. Application Fees, Plan Review Fees, Permit Fees and Impact Fees.
- G. Landscape Architecture Services.
- H. Civil Engineering Services.
- I. MEP Engineering Services.
- J. Structural Engineering Services.
- K. Architectural and Engineering Services for Site Plan Approval, Construction Documents and Construction Administration.

NOTE: The Initial Payment is due upon execution of this Agreement. All other payments are due 15 days from date of invoice. Any amount unpaid after 30 days shall bear interest at a rate of 1-1/2% per month from the date the payment is due. The Client shall pay for all expenses incurred in connection with the collection of overdue amounts including attorney's fees, collection agency fees and out-of-pocket expenses. The Architect shall reserve the right to discontinue providing services on all past due accounts and/or if the Client fails to perform in accordance with the Terms of this Agreement.

Limitation of Liability: Neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owners in excess of the compensation to be paid pursuant to this Agreement or (\$12,500.00), whichever is greater by any reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong.

ADDITIONAL SERVICES:

Services rendered that are **NOT** Part of those Basic Services described herein shall be provided only after written instruction and/or authorization by the Client. Work Needed to proceed through the Site Plan Approval steps, and Working Drawings are **NOT** included as Part of the Architect's Basic Services.

CLIENT RESPONSIBILITIES:

The Client shall provide the Architect with the following information and/or services with reference to the requirements of the Project.

- A. Program with reference to the Client's objective.
- B. Schedule
- C. Constraints and Criteria
- D. Space Requirements and Relationships
- E. Site Requirements
- F. Updated Survey

REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to the compensation for Basic Services and include actual expenditures made by Kaller Architecture in the interest of the Project, including, but not limited to, expenses for reproductions, postage and handling of drawings, couriers, long distance communications and fees paid to authorities having jurisdiction over the Project, and fees for additional consultants that may be required by the City or County with prior written approval of the Client. Reimbursable expenses will be billed at a premium to the cost of the expense incurred by Kaller Architecture.

ACCEPTANCE:

If the Proposed Work and Fees stated herein are agreeable with you, please sign one copy and return to our office. As soon as we are in receipt of the signed Professional Services Agreement, along with the Initial Payment, we will expeditiously proceed with the work. Please do not hesitate to call me should you have any questions or comments on the above Proposal.

September 27, 2023
Mr. Jeff Yeoshoua
322-326 Oklahoma St
Hollywood Florida
New Hotel Development

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Sincerely,

Kaller Architecture
Joseph B. Kaller, AIA, LEED AP BD+C
President

OWNER'S ACCEPTANCE OF PROPOSAL:

The above Terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above and is Agreed and Accepted.

By: _____
Mr. Jeff Yeoshoua
Client

Date: _____