



February 3, 2026
(Revised March 1, 2026)
(Revised March 31, 2026)

Marlon Lobban
Director
Public Works Department
630 NW 2nd St
Hallandale Beach, FL 33009

REF: City of Hallandale Continuing Services
Project Title: City of Hallandale Cultural Center Reroofing and HVAC Upgrades
Facility Name: Cultural Center
Facility Address: 410 SE 3 Street Hallandale, FL
CCNA: FY2024-2025-14

Dear Marlon,

Please accept this document as our proposal to provide Architectural Design Services for the above-referenced project.

Scope of Work:

- Construction Documents for the Reroofing and HVAC Upgrades for the City of Hallandale Cultural Center
- Provide options for the roof extension or canopy to protect the main entrance.
- Refer to the Consultants attached proposals for Environmental, Civil, Landscaping, Structure, Mechanical and Electrical Scope of Work.

Schedule:

Schematic Design	30 Calendar Days
Design Development	30 Calendar Days
Construction Documents	45 Calendar Days
Permit Documents signed and sealed	15 Calendar Days
Permitting Assistance	TBD (Refer to services below)
Bidding Assistance	TBD (Refer to services below)
Construction Administration	TBD (Refer to services below)

Deliverables:

Schematic Design
Design Development
Construction Documents
Permit Documents - Signed and Sealed

Deliverables Package shall include:

- Roof plan, details, and specifications compliant with current Florida Building Code
- HVAC load calculations and equipment schedules
- Electrical modifications required for new HVAC equipment
- Coordination drawings showing integration between trades
- A permitting checklist and responses to plan reviewer comments

Permitting Assistance

Permitting Assistance shall include providing signed and sealed permit documents; assisting City Staff and General Contractor on the submittal of plans for permitting; responding to Building Department comments; providing revised signed and sealed plans and narratives.

Bidding RFI Responses

Responding to RFIs during the Bidding process.

Construction Administration (CA)

CA Assistance shall include review and response of construction RFIs, review of Shop Drawings; review of Payment Applications; Punch List the project prior to obtaining Certificate of Occupancy (CO).

- Number of hours included Justin Architects: 108 Hours for Sixteen (16) Weeks (including Principal, Senior Architect and Project Architect)
- The hourly rate(s) Hourly rates are included in the hourly breakdown.
- Biweekly Meetings Attending Biweekly Construction Meetings online. (Meeting Minutes shall be provided by the General Contractor.)

Architectural/Engineering Fees:

Civil Engineering: Keith (See attached proposal):.....	\$ 16,000.00
Landscape Architecture: Duland Design (See attached proposal):.....	\$ 6,300.00
Architecture/Project Management/Coordination: Justin Architects, P.A. (See attached hourly breakdown):.....	\$ 78,782.16
Structural Engineering: TRC (See attached proposal):.....	\$ 16,580.00
Mechanical/Electrical/Plumbing Engineering: Kamm Consulting (See attached proposal):.....	\$ 26,752.43
Sub-Total Fees (Lump Sum):.....	\$144,414.59
Reimbursables:.....	\$ 1,500.00
Optional Services/Environmental: AirQuest (See attached proposal):.....	\$ 1,775.00
Total Fees (Lump Sum):.....	\$147,689.59

Item not Included:

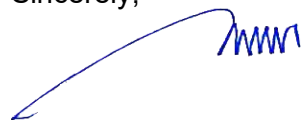
Geotechnical Services
Surveying

Justin Architects will be performing over 51% of this contract fee.

Items not included can be provided once requested by Owner and an additional Services Request is approved by Owner.

We appreciate the opportunity to present you with this proposal. Should you need any additional information, please contact us at your convenience.

Sincerely,

A handwritten signature in blue ink, consisting of a long, sweeping curve followed by a series of vertical, wavy lines.

Juan Justiniano, Principal
AIA, NCARB, AICP, LEED AP BD+C
Justin Architects, P.A.

Justin Architects, P.A.
 2400 East Commercial Blvd.
 Suite 201
 Fort Lauderdale, FL 33308
 954-771-2724



Project Title: **City of Hallandale Cultural Center
 Reroofing and HVAC Upgrades**

3/31/2026

Fee Worksheet	Principal	Senior Project Architect	Project Architect	CADD Technician	Phase
	\$240.35	\$230.00	\$195.00	\$121.44	Total
A Schematic Design	0	8	8	60	76
	\$0.00	\$1,840.00	\$1,560.00	\$7,286.40	\$10,686.40
B Design Development	0	8	30	40	78
	\$0.00	\$1,840.00	\$5,850.00	\$4,857.60	\$12,547.60
C Construction Documents	4	4	30	94	132
	\$961.40	\$920.00	\$5,850.00	\$11,415.36	\$19,146.76
D RFI Responses during Bidding	0	4	32	0	36
	\$0.00	\$920.00	\$6,240.00	\$0.00	\$7,160.00
E Permitting Assistance	0	4	32	0	36
	\$0.00	\$920.00	\$6,240.00	\$0.00	\$7,160.00
F Construction Administration*	4	24	80	0	108
	\$961.40	\$5,520.00	\$15,600.00	\$0.00	\$22,081.40
Total Hours	8	52	212	194	466
Total Costs	\$1,922.80	\$11,960.00	\$41,340.00	\$23,559.36	\$78,782.16

*Construction Administration: Project Architect 5 hours/week for 16 weeks.

Justin Architects, P.A.
2400 East Commercial Blvd. Suite 201
Fort Lauderdale, Fl. 33308
954-771-2724



**City of Hallandale Cultural Center
Reroofing and HVAC Upgrades**

3/31/2026

SURVEYING	Not Included
CIVIL	\$ 16,000.00
LANDSCAPE	\$ 6,300.00
ARCHITECTURE	\$ 78,782.16
STRUCTURE	\$ 16,580.00
MEP	\$ 26,752.43
SUB-TOTAL FEES (LUMP SUM)	\$ 144,414.59
REIMBURSABLE	\$ 1,500.00
ENVIRONMENTAL*	\$ 1,775.00
GRAND TOTAL (LUMP SUM)	\$ 147,689.59

* SEE CONTINGENCY FOR ADDITIONAL COSTS IN AIRQUEST PROPOSAL

AGREEMENT FOR PROFESSIONAL SERVICES

February 18, 2026

Juan Justiniano
Justin Architects
2400 E. Commercial Blvd., Suite 201
Fort Lauderdale, Florida 33308
Phone: (954) 771 – 2724
E-mail: jjustiniano@justinarc.com

Project Name: City of Hallandale Cultural Center
Roofing Upgrade
Project Location: 410 SE 3rd St
Hallandale Beach, FL 33009
KEITH Project Number: 16040.00

Dear Juan Justiniano:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and Justin Architects ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by the CONSULTANT and accepted by CLIENT, and to establish the contractual conditions between the CONSULTANT and CLIENT with respect to the proposed services. The CONSULTANT will begin work after receipt of a fully executed copy of this Agreement. Such receipt will constitute written notice to proceed and a project schedule will be developed at that time. This proposal will remain valid for thirty (30) days.

PROJECT UNDERSTANDING

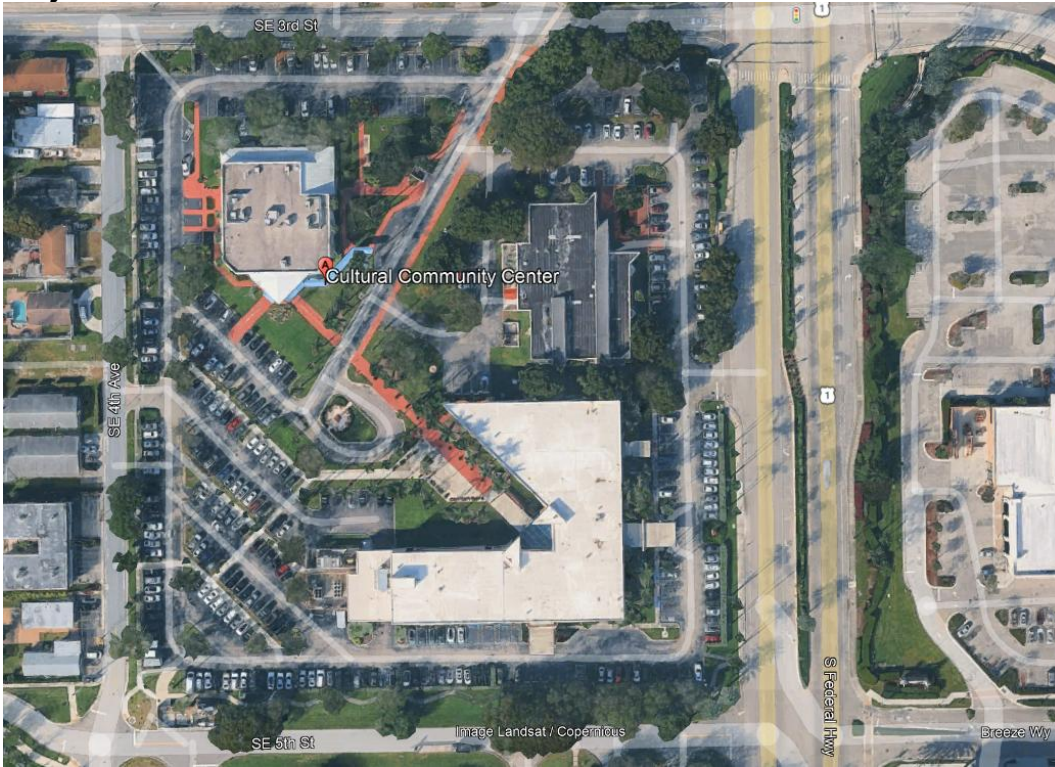
The CLIENT has requested that the CONSULTANT assist in the development of improvements to the existing City of Hallandale Cultural Center building including a new canopy at the main entrance on the south side of the building. The PROJECT SITE is located at 410 SE 3rd St, Hallandale Beach, FL 33009. The property consists of one parcel having the folio number 514227420010 and the OWNER of the property is listed as City of Hallandale Beach. Additional information in graphic format is included on the following page.

The CONSULTANT will be responsible for the following disciplines: Civil and Construction Administration. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. The CLIENT/OWNER is responsible for all other disciplines to complete the project. The CONSULTANT has identified the following agencies that will require coordination, submittals and/or permitting throughout the project: City of Hallandale Beach. If additional agency coordination is required, this will be included as a contract addendum.

The CLIENT is responsible to provide all other services required to bring the project to completion. The CONSULTANT has not included any potential scope of work that is offsite. Offsite improvements that may result as a part of this project will be considered as additional service and contracted if necessary through an addendum to this agreement. The CONSULTANT will work to identify any potential offsite improvements as early as possible for the CLIENT/OWNER review.

CAD Standards: The CONSULTANT will use its CAD standards to create and complete all deliverables within this agreement.

Project Location – Site Aerial



Project Information – Conceptual Entry Canopy Addition



PROJECT SCOPE

The CONSULTANT will provide the services below to assist the CLIENT and Project Team.

Survey

- ALTA/NSPS
- Topography
- Boundary
- Sketch and Description
- Construction Layout
- Construction As-Built
- Other_____

SUE

- Horizontal Designation
- Location Services
- Utility Mapping
- Records Research
- Other_____

Planning Services

- Due Diligence
- Platting
- Rezoning
- Conditional Use Permit
- Right of Way Vacation
- Site Plan Processing and Coordination
- Site Plan / Project Coordination
- Other_____

Civil Engineering Services

- Paving, Grading and Drainage
- Engineering Permitting
- Erosion Control Plan
- Other_____

Transportation Engineering Services

- Major Roadway
- Minor Roadway
- Drainage
- Maintenance of Traffic Plans
- Quality Control
- Other_____

Traffic Engineering Services

- Traffic Impact Study
- Traffic Impact Statement
- Parking Study
- Pavement Marking and Signage
- Signalization
- Roadway Lighting
- Other_____

Landscape Architecture Services

- Hardscape and Paving
- Fine Grading
- Landscape
- Irrigation
- Site Lighting / Photometrics
- Pools or Water Features
- Specialty Features
- Tree Inventory & Analysis
- Amenity Deck(s)
- Other_____

Construction/Program Management Services

- Permitting
- Bidding Assistance
- Building Permit Coordination
- Construction Administration
- Other_____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD)

Preliminary Civil Engineering Design Plans

The Preliminary Plans are for regulatory agency review and approval.

CONSULTANT will research existing available records for the project and prepare preliminary civil engineering plans for the infrastructure improvements to support the processing of the site plan layout for the Project. The preliminary civil engineering plans will be prepared in accordance with the CLIENT and regulatory agency requirements and will include Paving, Grading and Drainage, Water and Sewer System adjustments and services.

The preliminary engineering plan will include available existing utility information collected from various sources (Government Agencies, Utility providers etc.). This preliminary utility information will be relied upon by CONSULTANT in the preliminary design phase. CONSULTANT will utilize a topographic survey and site plan supplied by the CLIENT, either as identified elsewhere in this agreement or from the CLIENT's other Consultant / Surveyor, as a base for the preliminary civil plans.

Preliminary drainage calculations will be performed to address the impacts of the proposed development. One preliminary engineering plan will be prepared based on the supplied site plan design.

The plans will contain the location of the proposed site lighting as designed by the Client's other Consultants. This proposal does not include the design of the site or roadway lighting system(s).

Deliverables

1. Preliminary Design Plans.
2. Preliminary Drainage Calculations as required.

Task 402 Construction Documents (CD) – Final Engineering

Paving, Grading, and Drainage Plans

CONSULTANT will prepare on-site paving, grading, and drainage construction plans, to support the proposed development, which meet the requirements of the jurisdictional regulatory agencies. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

No offsite roadway improvements beyond a direct driveway connection to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

Erosion Control Plans

CONSULTANT will prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies. The Erosion Control Plan(s) will include standard details and notes to meet the requirements of the regulatory agencies.

Demolition Plan

CONSULTANT will prepare Plans incorporating removal of the existing improvements in conflict with the proposed facilities. This plan will include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.



Deliverables

1. Construction Documents (Final Construction Documents) for above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications will be included in the plan sheets.)
3. Drainage Calculations as required.

Task 403 Engineering Permitting

CONSULTANT will prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Paving, Grading, and Drainage System

- Broward County Resilient Environmental Department – Stormwater.
 - A permit exemption is anticipated. If a permit is required, it will be assessed via separate addendum.
- City Engineering Division.

CONSULTANT will supply erosion control plans and ERP / Surface Water management permits, to the owner and building contractor for contractor's use in preparing the NPDES Storm Water Pollution Prevention Plan (SWPPP) and securing the required NPDES Construction Activity Permit. The contractor (as permittee) is responsible to monitor the construction activity for compliance with the NPDES permit and report to FDEP in accordance with the Permit.

If additional permits are required, CONSULTANT will process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

CONSTRUCTION ADMINISTRATION SERVICES

Task 801 Construction Administration

Construction Observation for Certification

KEITH will provide construction services to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees. Services included are described as follows and are anticipated to take place in the time frame indicated in the "SCHEDULE" for CONSTRUCTION ADMINISTRATION SERVICES below.

Shop Drawing Reviews

KEITH will review required shop drawings, such as samples, product data, plant photos, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH will also determine the acceptability, subject to CLIENT approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation

KEITH will visit the Project at intervals appropriate to the various stages of construction, as KEITH deems



necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work.

KEITH will coordinate and attend one (1) Pre-construction Meetings. If required by the CLIENT, KEITH will attend or participate in CLIENT scheduled coordination and progress meetings or telephone conferences.

The Contractor will coordinate through KEITH the scheduling of testing. KEITH will represent the CLIENT in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

KEITH will provide additional construction observations at the request of the CLIENT / Permit agencies due to unforeseen conditions or other circumstances.

Additional construction observation services, Re-tests and failed inspections, will be invoiced on a time and material basis in accordance with KEITH Professional Service Fee schedule (attached).

Issue Clarifications

KEITH will issue all instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

As-Builts Review

KEITH will review the record drawings (as-builts) to ensure substantial conformance to the permitted plans twice. Additional reviews due to non-compliant As-builts submitted by the contractor, may impact schedule and will require additional fees. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections

KEITH will participate with the CLIENT's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of any defective or deficient items.

KEITH will participate in a final inspection together with CLIENT and contractor representatives to verify "Punch List" items are complete, and in substantial conformance to the permitted plans.

Additional inspections due to non-compliant Punch List item, may impact schedule and will require additional fees.

Upon satisfactory completion of the final inspection, KEITH will certify the work has been completed in substantial conformance to the permitted plans, subject to any conditions therein expressed.

Final Certifications

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

We anticipate the following items requiring as-built certification:

- Paving, Grading and Drainage System



SCHEDULE

CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD)	1-2 Months
Task 402 Construction Documents (CD) – Final Engineering	2-4 Weeks
Task 403 Engineering Permitting	1-2 Months

CONSTRUCTION ADMINISTRATION

Task 801 Construction Administration	2-3 Months
--------------------------------------	------------

COMPENSATION

CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD)	\$6,000 (Lump Sum)
Task 402 Construction Documents (CD) – Final Engineering	\$4,000 (Lump Sum)
Task 403 Engineering Permitting	\$3,000 (Lump Sum)

CONSTRUCTION ADMINISTRATION

Task 801 Construction Administration	\$3,000 (Hourly/Estimate)*
--------------------------------------	----------------------------

Total Fee **\$16,000 + reimbursables**

**NOTE: The above “(Hourly/Estimate)” project task fees are based on the durations listed in the Project Schedule above. If the Task scheduled durations exceed the estimated time listed in the Project Schedule above, the “(Hourly/Estimate)” fee will increase proportionally. This work will be billed in accordance with CONSULTANTS current Professional Service Fee Schedule. If the billing reaches 75% of the estimated fee, an additional contract addendum will be submitted to the CLIENT.*

If you concur with the foregoing as well as the attached General Terms and Conditions dated January 1, 2026, and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Greg Chavarria, PMP, CISSP
Vice President of Civil Engineering

DATED: _____

As to CLIENT
Justin Architects

Signature: _____

Print Name: _____

Title: _____

DATED: _____





DULAND DESIGN

March 31, 2026

Mr. Juan Justiniano

Justin Architects

2400 E. Commercial Blvd., Suite 201
Fort Lauderdale, FL 33308

email: jjustiniano@justinarc.com

Re: Landscape Architectural Services for Hallandale Cultural Center Roof Improvements

Dear Mr. Justiniano,

Thank you for the opportunity to present this proposal for Landscape Architectural Services for the Hallandale Cultural Center improvements located at 410 SE 3rd Street, Hallandale Beach, Florida 33009. We are enthusiastic about working with you and your team to contribute to this project and to conform to the City's landscape requirements.

PROJECT DESCRIPTION

Based on the information provided, it is our understanding that the property is in the process of pursuing Building Permit approval for roofing upgrades. The landscape design area is limited to the immediate vicinity of the entry roof canopy area that is directly impacted by the canopy redesign. The extent of DULAND DESIGN services will be to provide all drawings and documentation required for building permit related to landscape design along with Bidding Assistance and Construction Administration. We understand this project is to be developed in one phase.

SCOPE OF SERVICES

Schematic Design

During this phase, we will work to confirm site programming, generate electronic drawings of the existing site with landscape according to the design drawings provided by you. Conduct field verification, specie identification, dimensions, location verification, evaluation of all existing trees and palms as well as assessment of the existing site condition. Conduct thorough analysis based on tree survey, site plan, conceptual grading, drainage structure location and layout, utility layout to determine disposition of all affected trees and palms.

We will work in coordination with you and your team to study in detail the configuration, scale and relationship between site elements, architecture, existing tree canopies, site plan and site context, as well as landscape code requirement. During this process, we may suggest and/or discuss with your team for a site plan layout study and review for landscape code compliance, and best landscape design practices as related to site plan. Once we agree on the final site plan and a schematic landscape design, it will be used as the basis for the Construction Documents for the project. It is assumed that we won't be required to bring the entire property to code.

Landscape Building Permit Submittal Set

Based on the Schematic Design, we will proceed to prepare Construction Documents for Bidding and Building Permit. We will prepare a signed and sealed landscape submittal set to the City for Building Permit Application. This set will be prepared to meet the City's landscape requirements. DULAND DESIGN is not responsible for the site plan, and we will try to provide landscape design solutions based on the site plan to meet the code requirement to the best of our ability.

This signed and sealed landscape permit set will include the following. This set will also be sufficient for bidding and construction purposes. Irrigation design services are not included in this proposal. All revisions required for irrigation would be through field adjustments.

1. Tree Inventory - Identify and record all existing trees and palms with species, sizes and condition ratings. If Building Department review determines it is necessary to produce an arborist report, we can recommend an arborist to be contracted directly with the Owner.
2. Tree Disposition Plan – Propose necessary actions towards existing trees to retain or to be removed as per directions from the site plan.
3. Planting Plans – Quantity, size, and description of the following:
 - Trees, shrubs, and groundcovers
 - Soil mixes
 - Planting details
 - Specifications

As part of this task, DULAND DESIGN will attend presentation meetings/submittals to the City as well as team coordination meetings.

Additional data needed from you includes electronic document in both PDF and AutoCAD formats for recent survey of the property with location of existing trees, topography, existing utilities (including overhead wires), existing perimeter walls, proposed detailed site plan with site lighting layout, building floor plans, elevations, proposed grading plan, proposed utility plan, and any other additional information of the project that may be available.

This proposal includes only the initial submittal for Building Permit. If Minor Changes are required to the plans, we will prepare a revised set of drawings to reflect these Minor Changes. Any additional modifications or Major Changes required to the plans will constitute Additional Services.

Please note that Minor Changes as additions and/or deletion of notes, specifications, details, or otherwise subtle adjustments in the work product are included in the reference fee amount below. Major Changes as may be required by the Owner/Client, or other Governmental Agencies are considered Additional Services and will be billed based on hourly basis at rates as stated in attached Rate Schedule. DULAND DESIGN reserves the right to determine what constitutes a Minor versus a Major Change.

It is further assumed that there will be no substantial change on site plan backgrounds from 90% CD to 100% CD. If substantial changes are required after 90% CDs, DULAND DESIGN will provide revisions as Additional Services.

Bidding Assistance & Permitting (on Timecard not to exceed)

DULAND DESIGN will be available during this phase to assist you with the permitting, bidding and negotiation of a Contract for Construction with qualified contractor(s). We will answer questions during the bid phase and issue addenda and clarifications as required. We can also assist in bid review and contractor interviews as necessary. We will provide this phase of service on a timecard basis as per our Rate Schedule.

Construction Observation (on Timecard not to exceed)

The construction phase will commence with the award of the contract for construction. DULAND DESIGN services shall be oriented toward reviewing the progress of construction, specifically design and aesthetics of the site work described above, and preparing written documents advising the Owner of the items which appear to need correction. DULAND DESIGN will assist the Owner and contractor with the interpretation of the requirements of the Construction Documents and shall render interpretations necessary for the proper execution of the work with reasonable promptness.

DULAND DESIGN shall also review and take appropriate action upon the contractor's submittals, such as shop drawings, product data, and samples, but only for conformance with the design concept and with the information given in the Construction Documents. DULAND DESIGN will not be responsible for

construction means, methods, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, or for the acts or omissions of the contractor.

The Client will have a field supervisor to coordinate and administrate the construction. DULAND DESIGN will provide the following during this phase:

1. One (1) site visit at 25% landscape installation completion to observe construction progress and report to the Client.
2. One (1) substantial completion walk-through.
3. Prepare a punch list of items to be corrected and/or completed for final inspection.
4. One (1) final inspection of completed construction.
5. Issuance of Landscape Certification Letter once the final inspection is deemed satisfactory.

Additional Services

Additional Services shall be considered for those services related to making revisions or additions to drawings, specifications, or other documents outlined when such revisions are inconsistent with instructions previously given, or those services which are in addition to the Scope of Services outlined in this Agreement. Time spent during the construction phase to correct, clarify, or redesign due to error or omissions of DULAND DESIGN shall be performed at no additional cost. Likewise, time spent addressing program or design changes by the Owner or operator, or major field revisions caused by construction issues of other disciplines, shall be considered for additional services. Additional Services will be provided if requested and authorized by the Owner.

PURSUANT TO SECTION 558.0035(1)(c), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF DULAND DESIGN LLC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE. Note: The (increased) font size of the above statement is in accordance with Florida Statutes requirements.

COMPENSATION

For the tasks above, we propose the following fees:

- | | |
|--|--------------------------------|
| 1. Schematic Design/DD | \$ 1,500 |
| 2. 90% Construction Documents/Permit Set | \$ 2,500 |
| 3. 100% Construction Documents/Bid Set | \$ 800 |
| 4. Permitting/Bidding | \$ 750 Time Card Not to Exceed |
| 5. Construction Observation | \$ 750 Time Card Not to Exceed |
| 6. Additional Services | Time Card as per Billing Rate |

This proposal is valid for 30 days from date of issuance.

The above proposed fee includes two copies of signed and sealed landscape permit set for submittal. We can provide additional copies as necessary and production costs will be billed as reimbursable expenses as outlined in General Terms & Conditions. On projects of this nature, we request a retainer of \$ 1,260.

Progress invoices will be billed at milestones and a pro-rated retainer to be applied to each invoice.

In addition to professional fees outlined in this agreement, the Client shall pay all out-of-pocket expenses which are defined as actual expenditures made by DULAND DESIGN, their employees, and/or professional consultants in the interest of the project as defined in General Terms and Conditions, will be billed at actual cost incurred plus a 10% Administrative Fee.

If the above meets with your understanding and approval, please sign a copy of this proposal, and return it with a deposit check or direct bank wire, which will serve as our authorization to proceed. If you feel modifications to this proposal are required, please do not hesitate to call us. We very much look forward to working together on this project.

Sincerely,



Chang Du

Principal

Attachments: General Terms and Conditions and Rate Schedule
Cc:

APPROVED and ACCEPTED on this _____ day of _____, 2026.

By: _____

TRC Worldwide Engineering

1230 N. University Drive
Plantation, FL 33322
Phone: (954) 484-7777
www.trcww.com C.O.A. No. 35826



SERVICE AUTHORIZATION FORM

Date: 02/16/2026 Project Number: 26FTL0xx
Billing Group: _____
Project Name: Hallandale - Cultural Center Reroofing and HVAC Upgrade.
Company Name Justin Architects
Company Address 2400 E. Commercial Blvd., Suite 201 - Fort Lauderdale, Florida 33308
Attention: Juan Justiniano justiniano@justinarc.com

We understand that this office has been requested to perform the following professional services:

Cultural Center at the City of Hallandale requires the following changes to be done at the existing facility. Reroofing, HVAC upgrade, and the addition of "L" shaped canopy at the entrance.

TRC's scope of service includes:

- Providing wind calculations/diagrams for the re-roofing project and the entrance canopy.
- Verification of the existing roof deck for current wind loads.
- Attachments for new mechanical units to existing stands. This assumes that existing stands can be used and does not include the design of new stands.
- Verification of existing structure for new mechanical units.
- Structural review of the delegated design for the entrance canopy
- Foundation design for columns for the entrance canopy

TRC assumes that necessary drawings of the existing structure shall be made available. This fee does not include the design for new mechanical unit stand on the roof. It is assumed that existing stands will remain in place during the roofing project. No scope is included regarding the existing screen walls. Construction Administration is included with regard to the scope listed above. TRC will respond to reasonable RFIs and review shop drawing submittals.

For such work, our office shall bill **Hourly Time and Expense Not-to-Exceed, \$16,580 (Sixteen Thousand Five Hundred Eighty Dollars).**

The attached General Terms and Conditions are a part of this agreement.

Any revisions to the scope of work or any changes to a portion of the structure, which has been completed, will be done at a prevailing hourly rate for the personnel involved.

Reimbursable expenses include shipping and printing costs for distribution of drawings for permitting, bidding and/or construction and mileage for site visits.

If the information contained herein is consistent with your understanding, please countersign or have this form countersigned by the appropriate person. This signature shall constitute an acknowledgement of an authorization to proceed with this work.

TRC Worldwide Engineering

1230 N. University Drive
Plantation, FL 33322
Phone: (954) 484-7777
www.trcww.com C.O.A. No. 35826



Jenkins and Charland, Inc.
dba TRC Worldwide Engineering

Accepted and Authorized:

Signature

Donata M. Williams, P.E. Managing Principal

Printed Name

Date: February 16, 2026

Signature

Printed Name

Date:

J:\Admin\Contracts\Proposals\Proposals - Structural\Proposal 2026\Justin\City of Hallandale Cont Services Contract\Hallandale - Cultural Center Reroofing and HVAC Upgrade.docx

RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Managing Principal	\$250.00
Principal	\$225.00
Senior Project Manager	\$200.00
Project Manger	\$185.00
Project Engineer	\$150.00
Inspector	\$125.00
BIM Manager / BIM Coordinator	\$125.00
Administrative Support	\$85.00
Expert Witness / Senior Principal	\$350.00

<u>PROJECT EXPENSES</u>	<u>RATE</u>
Mileage	\$0.67/mile
Reproduction / Prints	\$5.00 / sheet

Other Reimbursable Expense items which have been previously approved will be invoiced at direct charges plus a 5% carrying charge.

The hourly rates indicated above are 2026 rates and are being increased by 5% on January 1st every year thereafter.

GENERAL TERMS AND CONDITIONS

Please Initial _____



1. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
2. In the event payment for an invoice is not made within 30 days, TRC Worldwide Engineering, Restoration and Inspection, LLC. (TRC) reserves the right to notify the Client of our intention to stop work on the project.
3. Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made by TRC regarding existing conditions, and because some of these assumptions may not be verifiable without the Client expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRC, its officers, directors, employees and subconsultants (collectively, TRC) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with a remodeling or rehabilitation Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by TRC.
4. In the event the Client makes a claim against TRC, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by TRC in defending itself against the claim.
5. The only warranty or guarantee made by TRC in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.
6. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
7. The outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees or agents of TRC at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work such as requests by the Client, or others, additional charges will be applicable.
8. Neither the professional activities of TRC, nor the presence of TRC or its employees and subconsultants at a construction/project site, shall impose any duty on TRC, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, TRC and TRC's subconsultants. The Client also agrees that the Client, TRC and TRC's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.
9. TRC maintains Worker's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Professional Liability Insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. Cost of this coverage is included in our quoted fees. Additional insurance or increased limits of liability are available upon written request for an additional charge.
10. Sales tax, if applicable, shall be an additional charge to all hourly rates, fees and reimbursable expenses. All fees quoted are valid for two months unless specified.
11. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by TRC as instruments of service shall remain the property of TRC. TRC shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
12. This agreement is to be governed by the laws of the State of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Broward County, Florida
13. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the TRC. TRC's professional services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against TRC because of this Agreement or the performance or nonperformance of professional services hereunder. The Client and TRC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.
14. TRC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers and employees (collectively, Client) against all damages, claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by TRC's negligent performance of professional services under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRC, its officers and employees (collectively, TRC) against all damages, claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts taken in connection with the project set forth in this Agreement. Neither TRC nor the Client shall be obligated to indemnify or hold harmless the other party in any manner whatsoever for the other party's own negligence.
15. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay TRC for all services rendered and all reimbursable costs incurred by TRC up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving TRC not less than seven (7)

Please Initial _____

calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- a. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - b. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
 - c. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
 - d. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
16. In the event of any termination that is not the fault of TRC, the Client shall pay TRC, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by TRC in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.
 17. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor TRC, their respective officers, directors, partners, subsidiaries, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, this Agreement, or the performance of professional services under this Agreement. This mutual waiver of incidental, indirect or consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and TRC shall require similar waivers of incidental, indirect or consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
 18. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer (TRC), the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, TRC's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of TRC's fee (whichever results in least dollar amount) or other amount agreed upon when added under special conditions. Such causes include, but are not limited to, TRC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
 19. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and TRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation. The Client and TRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
 20. On-site observations (Site Visits) that are performed on an hourly basis shall include commuting time to and from the jobsite. Given the disruption of work hours as a result of on-site observations, the minimum hourly charge for such site visits shall be four (4) man hours regardless of the actual commute time and time on site. The minimum charge for field observation reports shall be two (2) man hours. When the word "inspection" is used in conversation or written communication, it is intended to be defined as "visual observations of conditions". TRC's site visits and observations are not a substitute for any official inspection required by the Authority Having Jurisdiction.

Pursuant to Section 558.0035 F.S., an individual employee or agent of consultant (TRC) may not be held individually liable for negligence arising out of or related to this agreement and the services provided.

Please Initial _____



Consulting

January 27, 2026

Email: jjustiniano@justinarc.com

Juan Justiniano
Justin Architects, PA
2400 E. Commercial Blvd, Suite 201
Fort Lauderdale, FL 33308

Shareholders

Bradly L. Brown, P.E.
John Chirgwin, PM
Michael Freire, P.E., PM
Rick Gonzalez, LEED AP, PM
Art Kamm, P.E., CxA, LEED AP
Greg Kemp, PM
Duane Millar, LEED AP, PM

RE: CITY OF HALLANDALE CULTURAL CENTER
Hallandale, FL

Dear Juan:

We are pleased to provide the following proposal for construction documents and drawing specifications **for the replacement of all existing rooftop A/C units for the approximately 13,700 sq. ft. Hallandale Cultural Center building and design of DOAS A/C system to pretreat the outside air to the building. Scope also includes minor exterior lighting renovation at new roof overhang.**

Engineering services for this project include: Mechanical, Electrical and Plumbing.

Kamm Consulting shall perform its work in character, sequence and timing so that it will be coordinated with that of the Client and in accordance with mutually agreed schedules provided by the Client. Work shall be performed with the standard of care, skill, and diligence normally provided by a Professional Engineer.

The services provided by Kamm Consulting shall include the following:

- (a) Coordinate with Client to establish design criteria for heating, ventilation and air conditioning (HVAC), electrical and plumbing.
- (b) Construction documents and specifications for HVAC, electrical and plumbing include but are not limited to: floor plans, schedules, risers, panels, details, etc.
- (c) Coordinate with IT/Security
- (d) Coordinate and conform with applicable Building Codes and building departments.
- (e) Three (3) sets of signed and sealed permit documents. Additional sets to be billed as reimbursables.
- (f) Site visit included for design.

Providing the services set forth above, the Client shall pay Kamm Consulting, Inc. **fees in the amount of: \$26,752.43**

OFFICES

Deerfield Beach:
1407 W Newport Center Drive
Deerfield Beach, FL 33442
954-949-2200
954-949-2201 FAX

Fort Pierce:
405 Angle Road
Fort Pierce, Florida 34947
772.595.1744
772.595.1745 FAX

www.kammconsulting.com

Breakdown:

SCHEMATIC DESIGN			
SPM	\$ 166.69	10.00	\$ 1,666.90
PPM	\$ 349.99	10.00	\$ 3,499.90
Designer	\$ 103.95	7.00	\$ 727.65
Drafter	\$ 69.30	6.00	\$ 415.80
Clerical	\$ 80.85	4.50	\$ 363.83
			\$ 6,674.08

DESIGN DEVELOPMENT			
SPM	\$ 166.69	14.00	\$ 2,333.66
PPM	\$ 349.99	13.50	\$ 4,724.87
Designer	\$ 103.95	10.00	\$ 1,039.50
Drafter	\$ 69.30	9.00	\$ 623.70
Clerical	\$ 80.85	8.00	\$ 646.80
			\$ 9,368.53

CONSTRUCTION DOCUMENTS			
SPM	\$ 166.69	9.25	\$ 1,541.88
PPM	\$ 349.99	10.25	\$ 3,587.40
Designer	\$ 103.95	7.00	\$ 727.65
Drafter	\$ 69.30	6.00	\$ 415.80
Clerical	\$ 80.85	5.00	\$ 404.25
			\$ 6,676.98

BIDDING			
SPM	\$ 166.69	1.25	\$ 208.36
PPM	\$ 349.99	1.25	\$ 437.49
Designer	\$ 103.95	0.75	\$ 77.96
Drafter	\$ 69.30	1.00	\$ 69.30
Clerical	\$ 80.85	0.25	\$ 20.21
			\$ 813.33

PERMITTING			
SPM	\$ 166.69	1.25	\$ 208.36
PPM	\$ 349.99	0.50	\$ 175.00
Designer	\$ 103.95	1.00	\$ 103.95
Drafter	\$ 69.30	0.50	\$ 34.65
Clerical	\$ 80.85	0.25	\$ 20.21
			\$ 542.17

	CONSTRUCTION ADMINISTRATION		
SPM	\$ 166.69	4.50	\$ 750.11
PPM	\$ 349.99	4.50	\$ 1,574.96
Designer	\$ 103.95	0.50	\$ 51.98
Drafter	\$ 69.30	0.25	\$ 17.33
Clerical	\$ 80.85	3.50	\$ 282.98
			\$ 2,677.34

- **Construction Administration includes two (2) site visits, building department comments, shop drawing review and RFI's**

Please allow 8 – 10 weeks (**excluding weekends and holidays**) for Construction Documents after proper design criteria has been established and CADD files have been received.

- *Additional site visits, if requested, will be billed hourly per rates listed below.*
- *All outdoor mounted mechanical equipment needs to be certified by a Structural Engineer in compliance with Section 301.15 Florida Mechanical Code 2020 (not included in above fee)*
- *“System Commissioning” per Section C408 of the Florida Building Code – Energy Conservation, 7th Edition (2020) is not included in this scope of work. Section C408.2.1 “Commissioning Plan” is included if applicable.*
- *As-built/record documents, if required, at the end of the project will be billed hourly at the rates listed below.*
- *Light fixture selection and placement is not part of our scope of work unless specifically indicated in writing.*
- *Reimbursables to be billed separately.*
- *Site Lighting, if required, is not included in the scope of services quoted herein.*
- *BDA system, if required, to be provided by others.*

Additional services, if requested, will be billed hourly at rates listed below:

- \$125.00 / Hr. – Clerical
- \$130.00 / Hr. – CAD/BIM Technician
- \$145.00 / Hr. – Designer
- \$150.00 / Hr. – BIM Coordinator
- \$180.00 / Hr. – Engineering / Field Technician
- \$225.00 / Hr. – Project Manager
- \$350.00 / Hr. – Principals

Reimbursables to include:

Mailing expenses, travel expenses for site visits beyond 50 miles of office, printing charges for additional prints. Site visits requested by Client / Owner will be billed hourly as additional services.

Juan Justiniano - Justin Architects, PA
January 27, 2026

If you have any questions or need additional information, please let me know.

Sincerely,
KAMM CONSULTING, INC.

Art Kamm

Art Kamm, P.E., CxA, LEED AP BD&C
Chief Executive Officer
RAK:gal

**** NO WORK SHALL BEGIN WITHOUT CUSTOMER WRITTEN AUTHORIZATION ****

TERMS: This agreement may be terminated at any time either by Kamm Consulting or by your Firm upon seven (7) days written notice at which time the compensation for services rendered shall be made in relation to the work then completed.

Payment shall be made in full, net 30 days. The Design Professional shall be entitled to collect from the client attorney's fees, court costs and expenses associated with collection of fees.

INTEREST: If payment is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

A copy of the Firm's General Liability and Errors and Omissions Insurance shall be forwarded to you upon acceptance of this proposal.

This proposal is void within 30-days if not accepted at the option of Kamm Consulting, Inc.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$100,000.00 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Owner acknowledges that we are not biologists, toxicologists or the like, and cannot assure that the project will be mold free. Owner recognizes that meteorological conditions of Florida are conducive to mold formation within, on and beneath building material employed in construction, regardless of HVAC design, and herein releases Engineer, its employees, professionals, officers, and sub-consultants for any claims relating to existing mold (in the case of a renovation), and future proliferation of mold (for new construction), excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant. Owner accepts all risks associated with mold formation and we strongly advise Owner to employ a qualified professional to review work product anticipated herein for susceptibility of mold formation.

- Kamm CAD standards and layering system shall apply, unless informed of and negotiated otherwise in advance.
- Any background changes after 60% Construction Docs have been issued will incur additional fees.
- Wind load calculations are not part of our scope of work.
- M-E-P work ends 5' from the building footprint.

PROJECT BILLING ADDRESS: _____

Contact Phone #: _____ PO #: _____

Accepted by: _____ (*Officer of Corporation*)

Print: _____ Title: _____

Date: _____

February 18, 2026

via email: jjustiniano@justinarc.com

Mr. Juan Justiniano
Principal
Justin Architects
2400 East Commercial Boulevard, Suite 201
Fort Lauderdale, Florida 33308
(954) 771-2724 Ext. 106

Re: Roof Asbestos Survey
Cultural Community Center
410 Southeast 3rd Street
Hallandale Beach, Florida 33009 (“the site”)
AQ #: 24548

Dear Mr. Justiniano:

Pursuant to your request, enclosed please find a proposal to perform a roof asbestos survey at the above referenced site. Upon your approval, this letter and its attachments will confirm your engagement of AirQuest Environmental, Inc. (“AirQuest”) and the basis upon which we will represent you.

The scope of services and estimated cost is included in Attachment I. It is understood that the Client will submit the report to the local building department in order to obtain a permit.

If you have any questions or comments concerning the above, please don’t hesitate to contact us at (954) 792-4549.

Sincerely,
AirQuest Environmental, Inc.



German (Nico) Navarrete
Project Manager

Attachment I –Task Order Estimate and Master Service Agreement

**ATTACHMENT I
TASK ORDER ESTIMATE 24548
ESTIMATED COST AND SCOPE OF SERVICES
ROOF ASBESTOS SURVEY
CULTURAL COMMUNITY CENTER
410 SOUTHEAST 3RD STREET
HALLANDALE BEACH, FLORIDA 33009
("THE SITE")**

Asbestos Survey and Report

A trained Asbestos Hazard Emergency Response Act (AHERA) accredited asbestos inspector will perform a survey for the purpose of documenting the various homogeneous areas of materials suspected of containing asbestos. Samples will be collected, analyzed by Polarized Light Microscopy at a National Voluntary Laboratory Accreditation Program (NVLAP) laboratory, and incorporated into the report.

The asbestos survey will be undertaken to detect the presence of accessible and visible Asbestos Containing Materials (ACM), and to assess the friability of any such ACM. A report will be generated and signed by a Florida Licensed Asbestos Consultant.

At the request of the Client, the scope of the inspection will be limited approximately 12,062 square feet (SF) of the roof only. The interior building materials/areas, the exterior, and remaining areas of the roof are not included in the scope of the survey.

Sample Analysis

This proposal includes the collection and Polarized Light Microscopy (PLM) analysis of up to forty (40) samples of suspect material. Some samples with multiple layers (e.g., vinyl floor tile and mastic, wallboard, tape and joint compound) may be analyzed by layer, resulting in additional sample analysis costs.

The point counting method for quantification is recommended by the Environmental Protection Agency (EPA) for samples identified as having less than ten (10) percent asbestos by PLM. Based upon the PLM results, the client may elect to point count samples.

Client Acknowledgement - Asbestos Sampling Will Be Destructive and Cause Damage

The Client acknowledges that a pre-renovation asbestos survey will be destructive in nature and will require the removal of building materials. The Client accepts such risks. AirQuest shall not be liable for any effect, alteration or damage arising out of such collection. The cost of building material repairs because of sampling damage has not been calculated nor included in AirQuest's fees.

Samples of the roof will be collected which will void the roof's warranty. AirQuest will temporarily patch roof sample locations with roofing tar/cement. However, AirQuest is not a roofing contractor, and no warranties or guarantees are made or implied. If the Client wishes to maintain the roof's warranty or obtain a guarantee against leakage, the Client must hire a roofing contractor to professionally seal all sample locations and provide these warranties and/or guarantees.

Survey Disclosure

This survey will reflect AirQuest's best intentions based upon the prevailing standard of care in the environmental industry. It is conceivable that in some instances, it may not be possible and/or dangerous for personnel to access a suspect building material(s). Suspect building material(s) that cannot be collected will be assumed positive for asbestos in the report.

Fees

Description	Cost
Asbestos Survey, Sample Collection, Laboratory Analysis to Include Up to 40 PLM Samples and Report Preparation**	\$1,775.00
Fixed Fee (Lump Sum)	\$1,775.00*
Contingency for Additional Costs	
PLM Laboratory Analysis	\$25.00 each
Point Count Laboratory Analysis	\$65.00 each
Additional Mobilizations	\$450.00 each
Optional - Boom Lift - If any roofs are inaccessible, a boom lift will be required to conduct sampling. If sampling is not performed, roofing materials will be assumed to be asbestos contained in the final report.	\$ 1,200.00 (estimate)

***This estimate is based on unrestricted access to the commercial property on the date and time of the scheduled inspection. Additional fees will be incurred in the event that site access is delayed for any reason.**

***For credit card payments, a non-refundable 3% processing fee will be added and charged at the time of processing.**

****If the survey is canceled or cannot be completed for any reason outside of AirQuest's control, a \$500.00 non-refundable retainer fee will be charged. However, if AirQuest is able to complete the survey and provide a report, then the retainer fee will be deducted from the total cost.**

Terms and Conditions

This proposal is governed under the terms and conditions outlined in the attached Services Agreement #24548 between AirQuest and Justin Architects. Client shall provide floor plans/ site plans as available.

Accepted By:

Signature: _____
(Client or Authorized Representative)

Printed Name: _____

Title: _____

Date: _____

AUTHORIZATION

Please complete the Payment Authorization form and return with the signed proposal.

PAYMENT AUTHORIZATION

Authorization

Payment is required prior to release of the report (unless prior arrangements have been made). Please check off your preferred method of payment. For credit card payments, a 3% processing fee will be added to the invoice and charged at the time of processing.

_____ Payment will be made at the time of the inspection (check, money order or cash)

_____ Please charge this card to release report (we accept all major U.S. credit cards)

Credit Card Type: _____ Name on Card: _____

Card Number: _____ Expiration: _____ Security Code: _____

Billing Address: _____

Billing City & State: _____ Zip Code: _____

Signature: _____

Accounts Payable Contact Name: _____

Accounts Payable Phone Number and E-Mail: _____

**MASTER ENVIRONMENTAL SERVICES AGREEMENT
BY AND BETWEEN**

AirQuest Environmental, Inc. ("AirQuest")

AND

Justin Architects ("Client")

Environmental Services Agreement Number 24548

THIS AGREEMENT is effective the day that it is accepted by the Client and is between AirQuest, with a principal place of business at 6851 Southwest 45th Street, Fort Lauderdale, Florida 33314, a corporation organized under the laws of the State of Florida and Justin Architects with a business address of 2400 East Commercial Boulevard, Suite 201, Ft. Lauderdale, Florida 33308 (hereinafter referred to as "Client").

A. Scope of Service(s)

Service(s) to be performed by AirQuest pursuant to this Agreement include general environmental, air quality, and health and safety consulting services. Actual Service(s) assigned under this Agreement will be identified in a written Task Order, specific for each assignment. Each Task Order shall include the site location ("the Site"), a project description, project budget and completion schedule. All projects initiated under this Agreement shall be named and numbered by AirQuest and all billing shall reference this Agreement number, the project number and the project name.

B. Time and Material Services

Service(s) performed at the Client's request or pursuant to a court ordered appearance pertaining to work performed pursuant to an executed Task Order, which are outside those specified in a Task Order, shall be on a time, materials and transportation basis at AirQuest's unit rates in effect at the time such Service(s) or material(s) are provided.

C. Client Obligations

Client shall cooperate with AirQuest during the performance of the Service(s) to assist in the investigation, identification and evaluation of all matters relating to the Service(s). Client shall provide such information as is reasonably requested by AirQuest relating to the Service(s), including information reasonably required to allow AirQuest to prepare its reports, including, but not limited to, information related to production, management, maintenance, contracts, records of releases and environmental, health and safety actions, reporting required by regulation, and any other information necessary to perform the Service(s). In addition, Client shall provide AirQuest with access to any Client facilities necessary and any rights of way, easements, licenses or other access required to perform the Service(s). Client grants to AirQuest the right, exercisable by AirQuest as it deems necessary in the performance of its Service(s) hereunder, of entry to the property upon which the agreed scope of Service(s) is to be performed (the "Site") by AirQuest, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing Service(s) hereunder; including without limitation, the making of surveys, advancing of test borings, collection of samples, maintenance of equipment and other Service(s) described in a Task Order. Should the Client not own the Site, or Service(s) to be provided hereunder are to be performed on other properties in addition to the Site, the Client warrants and represents that it has authority and permission of the owner(s) and occupant(s) of the Site and any such properties, to grant AirQuest this right of entry.

D. Compensation, Invoicing and Payment

The estimated cost and scope of Service(s) contained in the Task Order Estimates are valid for thirty (30) days from date of receipt by Client. Payment is due for Service(s) performed and materials and equipment provided, and other costs incurred, with payment in full due upon completion of the agreed scope of services. In the event Client fails to pay any invoice due, AirQuest may, without waiving any other claim or right, and without liability whatsoever to the Client, terminate its performance hereunder. Client shall reimburse AirQuest for all reasonable attorney fees and court costs related to the collection of overdue invoices. An interest charge of one and one-half percent (1.5%) per month (the "Default Rate") or the maximum rate of interest permitted under applicable law, if the Default Rate is not permitted under applicable law, shall automatically accrue and be payable by Client, on any balance that remains unpaid thirty (30) days after the date of the invoice.

E. Liability

Client agrees that the liability of AirQuest to Client and all other claimants for any and all claims, losses, expenses or damages arising out of, or in any way, related to this Contract or the Service(s) provided hereunder shall be limited to an aggregate sum not to exceed the total fee for AirQuest's Service(s) or \$50,000.00, whichever amount is greater.

F. Third Party Liability

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) of the Purchase Price and other good and valuable consideration, in hand paid, the receipt and adequacy of which are hereby acknowledged, and without limitation of any other right or remedy available to AirQuest hereunder, at law or in equity, Client shall protect, defend, indemnify and hold AirQuest, and its employees, officers, directors, shareholders, representatives, agents, servants, and all persons acting for any of them, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees and costs in arbitration and at pre-trial, trial and appellate levels) directly or indirectly arising out of or resulting from: (a) Client's refusal or failure to perform or observe any of Client's agreements, undertakings, warranties or obligations referenced herein, including, without limitation, the delivery, furnishing or utilization of any non-conforming Work; (b) any actual or alleged injury or death to any person or damage to any property in any manner arising out of, or incident to, or claimed to arise out of, or to be incident to, the performance required under this Agreement, including without limitation, any injury or damage relating to or arising from any release or threatened release of any toxic or hazardous substances of materials, contaminants, pollutants, petroleum products; (c) any claim made or brought against AirQuest based on AirQuest's presence or performance of Service(s) at or around the Site and not related to matters within the scope of work performed by AirQuest at the Site. This indemnity shall survive the expiration, termination and complete performance of the Work under this Agreement.

G. Claims

Client agrees that it shall bring any and all claims against AirQuest no later than the earlier of (i) thirty (30) days of the completion of Service(s) to be provided hereunder or (ii) one (1) year after the date of the last executed Task Order executed pursuant to this Agreement. The Client waives all such claims if not brought in accordance with this Paragraph. In the event that the Client makes a claim against AirQuest and the Client fails to prevail on such claim upon final adjudication, the Client shall pay all costs incurred by AirQuest in defending itself against the claim, including without limitation court costs, attorneys' fees and costs, and expenses for experts.

H. Ownership of Documents

All original reports, calculations, and other documentation (regardless of medium) prepared by or through AirQuest shall be and remain AirQuest's property, with full and unrestricted rights of ownership and use vested in AirQuest, including, but not limited to, the right to include data obtained in an AirQuest compiled database. Client shall be granted an exclusive license to use such reports for purposes of implementing such plans as are recommended by AirQuest.

I. Hazardous Materials and Microbial Growth Indemnification

The Client agrees that AirQuest has not caused or contributed to the presence of any Hazardous Materials or Microbial Growth that may exist or be discovered at or about the Site, and that AirQuest does not assume any liability for such Hazardous Materials and/or Microbial Growth. Microbiological Growth could recur if the source of the moisture is not remedied. Client hereby releases and agrees to defend, indemnify and hold harmless AirQuest, its consultants, subcontractors, agents, officers, directors, and employees from and against all claims, damages, costs, liability, losses, and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or in any way connected with (i) the failure or alleged failure to detect any Hazardous Materials and/or Microbial Growth at or about the Site and (ii) the actual, alleged, or threatened discharge, dispersal, release, or escape of any Hazardous Materials and/or Microbial Growth.

J. Complete Agreement

This Agreement, including, but not limited to, any and all Exhibit(s) attached hereto and incorporated herein, Attachment(s), Schedule(s), and Appendix(ices) attached thereto and incorporated therein, does and shall constitute and represent the complete agreement of the parties and supersedes any previous communications, representations, correspondence, and/or agreements, whether verbal or written, with respect to the subject matter hereof.

K. Severability

If any provision of this Agreement hereunder is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement, as applicable, and, to the fullest extent possible, the remaining provisions shall continue in full force and effect.

L. Document and Sample Retention

Records of Service(s) performed by AirQuest for Client will be maintained by AirQuest temporarily. Hard copy and electronic documents are to be retained for seven (7) years and then disposed of without notice to Client. Samples and media will be retained for six (6) months from date of collection and then disposed of without notice to Client.