



**EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.**

65 Royal Palm Pointe, Ste D
Vero Beach, FL 32960
Ph: (772) 569-4320 Fax: (772) 569-9208

November 16, 2021

TO: Indian River County Fire District
Attn: Chief Tad Stone

RE: Proposal for Architectural Services Station #7
Comm. #050219VB

Dear Chief Stone:

As per our discussions in our initial phone conference held on October 27, 2021. This letter shall serve as our proposal and agreement for the preparation of documents necessary for construction of the above referenced project. Also attached is a copy of MBV's proposal to us for civil services along with Carter Associates proposal for surveying. These services will be included as part of this agreement.

I. SCOPE

To provide construction documents for a new 3-bay fire station based on the latest 9,035 prototype, with minor revisions as needed. The site is located on 2.8 acres at 98th Ave and 26th Street, Fellsmere, Florida.

II. ARCHITECTS BASIC SERVICES

The Architect shall provide full permit documents for construction. Documents and services provided by the Architect and his employed civil, surveyor, structural, mechanical, electrical, and plumbing engineering subconsultants will include the following:

- 1) Data collection, additional field verifications, and meetings as required.
- 2) Civil engineer services by MBV for development of design construction documents/permitting for extension of site infrastructure for site utilities to the site, and extension of 98th Avenue roadway to the project site as outlined in their attached proposal.
- 3) Survey work in areas of improvement. See attached proposal from Carter Associates.
- 4) Construction documents for code compliance and remodeling.

- 5) Address plan review comments and make revisions as required.
- 6) Assist in obtaining construction bids, bidding administration, addendums as needed.
- 7) Construction administration shall be for periodic construction observations twice monthly, RFI responses, submittals review, review of pay applications and any changes in the work. A punch list and final inspection will also be done.

III. ARCHITECT'S FEES FOR BASIC SERVICES

5% of \$2,875,441 anticipated construction cost (see attached opinion of cost).

Schematic Design / Design Development	\$35,940
Construction Documents	\$79,065
Bidding/Permitting	\$7,200
Construction Administration	<u>\$21,565</u>
Subtotal	143,770
Reimbursable Expenses (estimated)	<u>\$1,000</u>
Architect & Engineer Fees Total	\$144,770
Civil Engineer (MBV) Fees (proposal attached)	\$85,000
Survey Carter Associates (proposal attached)	\$20,670
Total Fees	\$250,440

IV. PAYMENTS TO THE ARCHITECT

The architect shall invoice for completed work of the design team as they are incurred. Payments due the architect under this agreement shall bear interest at the rate of 1.5 percent per month commencing 30 days after the date of billing. If payments due the Architect are not received within the 45 days of invoice, the Owner agrees to assume responsibility for the cost of all required collection services, legal fees, mediation services, and court costs, incurred in the interest of collecting these fees. Venue shall lie in Indian River County.

V. ASSUMPTIONS

- A. All structural, mechanical, electrical, plumbing engineering consultant fees are included in this proposal
- B. All civil engineer fees will be included in this proposal.
- C. Site will not require specialized foundation system due to unstable soils.

VI. OWNER'S RESPONSIBILITIES

- A. Your office, by way of the management office, must furnish all available documents and to assist the Architect in familiarizing himself with the existing site infrastructure, surveys, etc.
- B. Your office must pay all applicable fees to agencies having jurisdiction over this project, or as otherwise noted in MBV's civil services proposal.
- C. Owner shall be responsible for all reprographic services for construction documents.
- D. Site plan approval, all drainage and site utility permits will be by civil engineer.
- E. Landscape architect and/or landscape design costs will be included in this proposal.
- F. In unstable soil conditions are encountered after soil testing is performed and a specialized foundation will be required, this will be handled as an additional service.

VII. ARCHITECT'S HOURLY RATE SCHEDULE

Principals: John Binkley, Gregory Edlund	\$165.00 per hour
Registered Project Architects	\$125.00 per hour
Intern Architects	\$105.00 per hour
Technical level one - Senior CADD Designer	\$ 85.00 per hour
Technical level two – CADD Designer	\$ 75.00 per hour
Technical level three – CADD Technician	\$ 65.00 per hour
Clerical and Accounting	\$ 50.00 per hour

VIII. ADDITIONAL SERVICES

The following services may be provided when authorized by the Owner. The Owner will compensate the Architect at the rates stipulated in Article VII.

- 1) Interior decorating.
- 2) Consultation concerning replacements of any work damaged by fire or other cause during construction.
- 3) Making revisions in drawings, specifications or other documents when such revisions are inconsistent with instruction previously given by the Owner or any agent authorized by the Owner.
- 4) Preparing as built drawings showing significant changes in work during construction or immediately after building completion.
- 5) Providing or attending any board or agency presentation or negotiation at City, County or any permitting agencies having jurisdiction over the project.
- 6) Providing detailed preliminary cost data prior to construction documents.
- 7) Specialized engineering studies and design.
- 8) Security and surveillance systems design, billed at cost plus 15%.
- 9) Special consultants outside the normal structural, mechanical, electrical, plumbing, and civil services, billed at cost plus 15%.
- 10) Additional site visits beyond those stipulated in Article II.

IX. REIMBURSABLE EXPENSES

Any expenses related to additional services due to a change in scope or program will be invoiced, as incurred, to the Owner at the following rates:

- 1) Mileage at \$0.58 per mile.
- 2) In House 24" x 36" prints at \$1.50 each.
- 3) Outsourced printing services; a multiple of 15% direct cost.
- 4) Special postage or mailing; a multiple of 15% direct cost.
- 5) Photocopies at \$0.20 per sheet.
- 6) CD's with PDF files of drawings to Owner and Contractors at \$5.00 each.

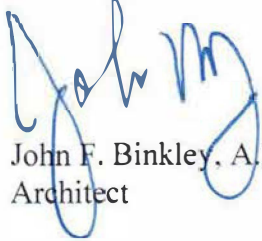
X. GENERAL

- A. As an instrument of service, all original documents remain the property of the Architect and may not be reproduced in any form or modified fashion, without the written consent of the Architect.
- B. Invoices will be based on completed work for the services defined in Article I plus any additional services and reimbursable expenses accumulated during that period. Note: Architect's Reimbursable Expenses are listed in Article IX of this agreement.
- C. Regular invoicing will be at two-week intervals. Payments due the Architect under this agreement shall bear interest at the rate of 1.5 percent per month commencing 30 days after the date of billing. If payments due the Architect are not received within 45 days of the date on the invoice, the Owner agrees to assume responsibility for the cost of all required collection services, legal fees, mediation or court costs, incurred in the interest of collecting these fees.
- D. In the event of any delinquent or disputed invoices, the Owner agrees that the Architect and his Professional Consultants may cease all ongoing efforts on the project until the outstanding invoice is paid or legally adjudicated.
- E. Disputes regarding this agreement shall be settled in the following order of precedence: Party to Party, Mediation, and Legal Adjudication. This agreement can be terminated by either party with (7) seven calendar day's written notice. The Architect and his subcontractors shall be compensated for all work completed up to the date of termination notice, including any reimbursable expenses incurred to the date. Venue shall lie in Indian River County.
- F. The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect, Architect's employees and Architect's consultants make no representation or warranty that every and all conditions will be discovered.
- G. EDB maintains Professional Liability insurance. In recognition of the relative risks, rewards and benefits of the Project to both the Owner and EDB, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of EDB to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate limit of

EDB to the Owner shall not exceed \$50,000.00, or EDB's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any liability or cause of action for professional liability however alleged or arising unless otherwise prohibited by the laws of the State of Florida. Please note: According to Florida Statute 558.0035 an individual employee or agent may not be held individually liable for negligence.

If you have any questions regarding this agreement, please call. Please initiate this agreement and return one copy to the architect to authorize commencement of the project.

Sincerely,



John F. Binkley, A.I.A.
Architect

Date _____

Accepted _____
Owner



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ARCHITECTS AND ASSOCIATES, P.A.**

65 Royal Palm Pointe, Ste D
Vero Beach, FL 32900
Ph (772) 569-4320 Fax (772) 569-9208

**Station #7
Estimated Time Schedule
November 10, 2021**

TASK	START DATE	DURATION	COMPLETION DATE
Approval of AE and Civil Agreements	Nov 2021	1 Mos.	Dec 2021
Preparation of Civil Engineer Construction Documents	Dec 2021	2 Mos.	Feb 2022
Site Plan Approval	Feb 2022	3 Mos.	May 2022
St. John's Permit Approval	Feb 2022	3 Mos.	May 2022
Architectural/MEP Construction Documents	Dec 2021	2 Mos.	Feb 2022
Building Permit	Feb 2022	2 Mos.	Apr 2022
Bidding/Award of Bid	Feb 2022	2 Mos.	Apr 2022
Construction Time	May 2022	10 Mos.	Mar 2023



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**Station #7
Opinion of Cost
November 16, 2021**

I. <u>Site Costs</u>		
A. Site Development (on site)		\$511,020
B. Irrigation		\$23,495
C. Landscaping		\$63,420
D. Fencing		\$15,156
E. Soil Poisoning		<u>\$3,600</u>
	Subtotal I	\$616,691
II. <u>Building Construction Costs</u>		
9,035 SF x \$250.00/SF =		\$2,258,750
	Total Construction Cost (I & II)	\$2,875,441
III. <u>Other Costs</u>		
A. Architectural/Engineering Fees	5% of \$2,875,441 =	\$143,770
B. MBV Civil Engineer Fee		\$85,000
C. Carter Associates Survey		\$20,670
D. Furnishings & Equipment		TBD
E. Permits/Fees/Misc.		TBD
F. Offsite Utility Extensions		TBD
G. Offsite Road Improvements		<u>TBD</u>
	Total III	\$250,440
	Project Grand Total	\$3,125,881

NOTE: Opinions expressed in this report represent the professional opinion of the firm of Edlund, Dritenbas, Binkley Architects and Associates, P.A. (EDB) who have used that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. EDB Architects, P.A. does not warrant that this opinion of probable construction cost will not vary from actual costs incurred by the client.

November 11, 2021

Mr. John Binkley
EDB Architects
65 Royal Palm Pointe, Suite D
Vero Beach, FL 32960

Via E-Mail (edlunddrittenbasb@bellsouth.net)

Subject: Proposal / Contract for Professional Engineering Services for the
Indian River County Fire Station #7 and Associated Off-Site Design
City of Fellsmere, Florida
Engineer's Project Number: 21-0492

Contractee: Mr. John Binkley

Dear Mr. Binkley:

At your request, we are hereby submitting our proposal to provide professional services for the above subject project.

A. Description of Project and Services:

As per our coordination, it is our understanding Indian River County (IRC) is looking to develop a new fire station on approximately 3.00 acres located at the northeast corner of 98th Avenue and 26th Street, just north of the North Dike Ditch in the City of Fellsmere. We understand the building is approximately 9,000 SF and will utilize the same building footprint as Station #14. We also understand the asphalt roadway along 98th Avenue terminates at the CVS Distribution Center north driveway and that approximately 1,000 LF of the existing stabilized roadway will require improvement to a full asphalt roadway pursuant to IRC Public Work's Department requirements. In addition, the project will also require design and permitting for a new 30-foot-wide asphalt roadway along the Fire Station's southern property line and as depicted in the attached Exhibit A. Furthermore, we understand the project will require offsite utility design and permitting for sewer force main and water line extensions to connect to the existing Indian River County Utility Department (IRCUD) infrastructure located south and west of the parcel. Site improvements such as grading, paving, stormwater, utilities, and landscaping design will be required to support the new fire station and are included in this proposal. As such, please find below our proposed scope of services for the above described development.



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B. Scope of Work / Services:

Based on our understanding of the rules and regulations of the governing agencies, our performance of the work would include the following services and disciplines, as needed and/or required:

Task 1 – Preliminary Coordination and Agency Pre-Application Meetings (CIV-1)

This task includes the below services associated with preliminary coordination and Pre-Application Meetings with the below jurisdictional agencies in preparation for design and permitting phase.

1. Project coordination with the following regulatory agencies:
 - a. City of Fellsmere (CoF)
 - b. St. John's River Water Management District (SJRWMD)
2. Coordination with Client and IRC prior to meeting with jurisdictional agencies.
3. Development of Conceptual Site Plan layout to be utilized for agency pre-application meetings.
4. Preparation of the following pre-application forms and packages and attendance at meetings:
 - a. COF pre-application meeting form
 - b. SJRWMD pre-application meeting form

Task 2 – On-Site Civil Design & Permitting (CIV-2)

This task includes the below services associated with design and permitting of the project.

1. Project coordination with the following regulatory agencies:
 - a. City of Fellsmere (COF)
 - b. Indian River County (IRC)
 - c. Indian River Farms Water Control District (IRFWCD)
 - d. Sebastian River Improvement District (SRID)
 - e. St. John's River Water Management District (SJRWMD)
 - f. Florida Department of Environmental Protection (FDEP)
2. Project coordination and review of the required boundary, topographic, and tree survey. It is understood that the existing conditions survey will be contracted by Client and provided by others to MBV in both CAD and hard copy formats to be utilized in the design of the project. The cost of survey work has not been included in this proposal.



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3. Project coordination and evaluation of the subsurface soils investigation. It is understood that the soils investigation will be contracted by Client and provided by others to MBV. No cost of geotech work is included in this proposal.
4. Attendance to three (3) design development meetings with Owner and project Architect for site plan layout completion and coordination.
5. Finalization of the Civil site plan layout.
6. Development of the on-site stormwater drainage model, calculations and report for the development's stormwater pond sizing and stormwater runoff analysis.
7. Design of the on-site utilities. We understand water and sewer are not available adjacent to the site and that off-site utility extensions will be required as part of this project. Please see Task 3 below for this scope of services.
8. Development of the on-site lift station design calculations and report.
9. Design of the paving, grading and drainage system.
10. Development of project code required landscape plan and details.
11. Development of on-site civil construction plans consisting of:
 - Cover Page
 - General Notes Plan
 - Existing Conditions Plan
 - Demolition Plan
 - Erosion Control Plan and Details
 - Site Plan
 - Paving, Grading and Drainage Plan
 - Utility Plan
 - Cross Sections Plan
 - Site Details Plan
 - Paving, Grading and Drainage Details Plans
 - Utility Details Plan
 - Landscape Plan
 - Landscape Plan Details
 - Landscape Plan Notes and Specifications
12. Preparation of the following on-site permit applications:
 - a. City of Fellsmere Site Plan
 - b. City of Fellsmere Construction Plans Approval
 - c. IRC Utilities
 - d. IRC Stormwater
 - e. IRC Right-of-Way
 - f. IRC Fire Review
 - g. IRFWCD Connection/Discharge
 - h. SRID Culvert Crossing



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- i. SJRWMD Environmental Resource Permit
- j. FDEP Water Distribution
- k. FDEP Wastewater Collection
- l. FDEP NPDES Notice of Intent
13. Submission of civil plans and application packages to permit agencies.
14. Attendance at the COF Technical Review Committee meeting.
15. Final construction plans drawings revisions per jurisdictional comments and resubmittal to agencies for final approvals.
16. Attendance to the COF Planning and Zoning Commission Meeting.
17. Attendance to the COF City Council Meeting.

Task 3 – Off-Site Civil Design & Permitting (CIV-3)

This task includes the services associated with the off-site roadway and utilities design and permitting services required for the proposed off-site improvements associated with the project.

1. Project coordination with the following regulatory agencies:
 - a. Indian River County (IRC)
 - b. Indian River Farms Water Control District (IRFWCD)
 - c. Sebastian River Improvement District (SRID)
 - d. St. John's River Water Management District (SJRWMD)
 - e. Florida Department of Environmental Protection (FDEP)
2. Project coordination and review of the required off-site route survey. It is understood that the off-site route survey will be contracted by Client and provided by others to MBV in both CAD and hard copy formats to be utilized in the design of the project. The cost of survey work has not been included in this proposal.
3. Project coordination and evaluation of the subsurface soils investigation for the roadway improvements. It is understood that the soils investigation will be contracted by Client and provided to MBV. No cost of geotech work is included in this proposal.
4. Development of the off-site stormwater calculations and report for the 98th Avenue roadway extension. It is understood this roadway's impervious area was included in the previously approved CVS Distribution Center's stormwater calculations and permits and that the drainage report will not require new or additional ICPR stormwater modeling and is therefore not included in this proposal.
5. Design of the off-site water and sewer utilities. We understand water and sewer are not available adjacent to the site and that off-site utility extensions will be required as part of this project. We understand the water main will need to be extended from the existing 8" water main valve located in the 98th Avenue east ROW at the corner of 22nd Street, approximately 1,000' to the north to the Fire Station parcel. We also understand the sewer



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- force main will extend approximately 3,000' from the parcel to an existing force main valve located adjacent to the CVS lift station pad.
6. Design of the roadway paving, grading and drainage system. (Approximately 1,000 LF)
 7. Development of off-site civil construction plans consisting of:
 - Existing Conditions Plan
 - Demolition Plan (as applicable)
 - Erosion Control Plan and Details
 - Roadway Design Plan
 - Paving, Grading and Drainage Plan
 - Utility Plan (Water and Sewer)
 - Sewer Profiles
 - Paving, Grading and Drainage Details Plans
 - Utility Details Plan
 8. Preparation of the following permit applications:
 - a. IRC Utilities
 - b. IRC Stormwater (Modification to existing CVS permit)
 - c. IRC Right-of-Way
 - d. SJRWMD Environmental Resource Permit (Modification to existing CVS permit)
 - e. FDEP Water Distribution
 - f. FDEP Wastewater Collection
 - g. FDEP NPDES Notice of Intent
 9. Submission of civil plans and application packages to permit agencies.
 10. Final Construction plans drawings revisions per jurisdictional comments and resubmittal to agencies for final approvals.

Task 4 – Construction Inspection and Certifications (CIV-4)

This task includes construction inspections and certifications for both on and off site as required by the local and state regulatory agencies, in addition to the inspections required by the Engineer of Record, to provide final certifications.

Utilities:

Sewer: Pre-construction meeting, shop drawing review, setting of lift station inspection, force main installation inspections, force main pressure test inspection, lift station start-up inspection, setting of manholes inspections, gravity sewer main installation inspections, as-built review, final certifications



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Water: Pre-construction meeting, shop drawing review, water main install inspections, pressure testing inspection, flushing inspection, bacteriological testing review, as-built review, final certifications

Roadway / Drainage:

Pre-construction meeting, shop drawing review, roadway (sub-base / base / asphalt) inspections, grading inspection, storm pipe/inlet installation inspections, drainage structure inspections, final grading / sodding inspections, final certifications

Overall Site:

Striping / signage inspection, landscape and irrigation installation inspection, shop drawing review, final inspections, final certifications, maintenance bond coordination and review

Erosion Control:

Pursuant to the State of Florida NPDES regulations, all construction sites shall be required to conduct weekly NPDES inspections during site-work construction, and monthly inspections during vertical construction, by a certified NPDES Inspector. Inspections will also be required within 24 hours after the site has experienced ½” or more of rainfall during the construction phase.

- Inspections
 - Conduct weekly inspections during site-work construction. It is assumed the project will require 6 months to construct the Master Site Infrastructure. Therefore, requiring (24) Erosion Control Inspections (6 months x 4 weeks).
 - It is assumed the project will experience rain events that meet the ½” or over NPDES regulation during the construction phase, which will require additional inspections. This proposal includes ten (10) additional inspections to account for those rain events. Should additional rain events occur meeting the NPDES regulation, those inspections shall be billed pursuant to the hourly rate schedule.
- Reporting and Contractor Coordination
 - The inspector shall complete the NPDES Stormwater Pollution Prevention Report after every inspection.
 - The inspector shall coordinate with the Site Contractor on any mitigation efforts required based on the inspection. It shall be the responsibility of the Site Contractor to mitigate any erosion control measures found to be in breach in a timely fashion in accordance with the jurisdictional regulations.



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C. Cost of Work / Services Performed:

We propose to provide the above described services for the following breakdown of fees, excluding direct costs.

Task 1 - Preliminary Coordination & Agency Pre-Application Meetings	\$ 3,500
Task 2 - Civil Design & Permitting – On-Site	\$39,500
Task 3 - Civil Design & Permitting – Off-Site	\$18,500
Task 4 - Construction Administration & Certification (On & Off-Site)	\$23,500

We are available to begin work described herein upon our receipt of your written acceptance of this proposal/contract. This proposal is valid if accepted within ninety (90) days from the date of this proposal/contract. In addition to the above scope, our Agreement shall include and be subject to the conditions in the below Standard Provisions, which are incorporated by reference.

Should you require further information or clarification, please call.

Sincerely,

Todd Howder
 Vice President

Aaron Bowles, P.E.
 Senior Vice President

Accepted and Agreed to this _____ day of _____, 20____.

Corporate Contractee:

By: _____
 Signature

Print Name and Title: _____



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Individual Contractee and/or Signer for Corporate Contractee acknowledging liability.

By: _____
Signature

Print Name and Title: _____

STANDARD CONDITIONS:

Project Number: 21-0492

A. General Obligations and conditions

MBV Engineering (The Engineer) shall provide those professional services as specified and detailed in the contract. In rendering these services, MBV Engineering shall apply the skill and care ordinarily exercised by engineers at the same time and locale the services are rendered. Basic Services include reviewing applicable codes and regulations, verifying that the Drawings and Specifications prepared by the Engineer comply with all applicable codes and regulations, and making revisions to the Drawings and Specifications requested by Governmental authorities or the Owner as needed to obtain governmental approvals as included in the scope of work.

The Owner shall provide all criteria and information with regard to their requirements for the Project. This shall include, but not be limited to, review and approval of design in the schematic design phase, design development phase, and contract documents phase. These approvals shall include a written authorization to proceed to the next phase.

The Engineer shall request and the Owner shall provide those geotechnical investigations, property surveys, utility surveys, reports and other data necessary for performance of the project team (unless these services are to be provided through this agreement).

The Engineer is entitled to rely on the accuracy and completeness of services provided by other design professionals retained by the Owner as such services pertain to the work of the Engineer, except where the exercise of proper care would require independent verification of the accuracy and completeness of said services or Engineer has reason to believe said services are not accurate or complete.

This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

Insurance: MBV Engineering, Inc. will maintain, at its own expense, Workman’s Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance.

NOTE: This proposal becomes a binding contract between the parties when accepted by the client as evidenced by his/her signing and dating this proposal, and communicating it via mail, facsimile or hand delivery to MBV Engineering, Inc. No changes to this proposal may be made without the written approval of MBV Engineering, Inc.

B. Additional Services:

Additional Services are those services that arise during the design or construction process and are not included in Basic Services. Examples include, but are not limited to: Construction inspection, coordination and attendance of Planning and Zoning meetings, attendance to neighborhood meetings, design revisions due to neighborhood meetings, Commission meetings, additional coordination meetings, modified site layouts, environmental coordination, off-site utility design and off-site roadway design, revisions that are inconsistent with approvals or instructions previously given by the owner or the agencies. Additional services are also considered those which may not be foreseen at the beginning of the design phase and are not included as basic services, including but not limited to: design of secondary structural elements, provide special inspections, design supports for antennas, flagpoles or special architectural systems, services resulting for changes in the magnitude of the work, architectural layouts or code issues after the preparation of the documents, or services to evaluate substitutions proposed by the contractor or the owner.

Current billing rates are as follows:

Principal	\$200 Per Hour
Expert Witness	\$300 Per Hour
Sr. Engineer II	\$175 Per Hour
Sr. Engineer I	\$150 Per Hour
Jr. Engineer	\$130 Per Hour
Sr. Technician	\$115 Per Hour
Jr. Technician	\$ 90 Per Hour
Inspector	\$115 Per Hour
Administrative II	\$ 80 Per Hour
Administrative I	\$ 60 Per Hour
Subconsultant Management Fee	10%

Initial – Client

Initial- MBV



STANDARD CONDITIONS:

Project Number: 21-0492

C. Reimbursables

Reimbursables are expenses incurred by the Engineer directly in connection with the project such as, but not limited to, transportation, out-of-town travel and subsistence, electronic communications, overnight deliveries, courier services, additional specialized professional services, sales taxes, permits and filing fees for securing approvals from government authorities, renderings or models, Owner authorized overtime above the current hourly rates, expenses for professional liability insurance or additional insurance beyond the normal amount carried by the Engineer and the cost of reproductions.

1. Print Costs

All photo copies, prints and facsimile transmissions will be billed at the following rates:

Photo copies 8 1/2" x 11" \$0.25/sheet; photo copies 8 1/2" x 14" \$0.35/sheet; photo copies 11" x 17" \$0.50/sheet; 24" x 36" plans \$2.50/sheet; 24" x 36" Color plans \$20.00/sheet; 30" x 42" plans \$4.00/sheet; reproducible mylars \$25.00; CD's \$10.00.

2. Miscellaneous

Mileage shall be reimbursed at \$0.55 per mile. Deliveries shall be charge at \$15 per delivery. All other reimbursables will be billed at actual costs incurred.

3. Application Fees

Any and all application fees required by permitting agencies will be paid for directly by the Owner/ Client.

D. Payment:

Invoices for our services will be submitted on a monthly basis with payment due upon your receipt of the invoice. A service charge of 1 1/2% per month will be billed for late payments on the then outstanding balance. MBV Engineering, Inc. reserves the right, in its sole discretion, to stop performing work/services under this Proposal/Contract if any invoice is not paid within 30 days. Continued performance of work/services by MBV Engineering, Inc. does not constitute a waiver of their right to stop performing work/services in the future.

E. Release / Reuse of Documents

All documents including drawings, disks, specifications and reports prepared or furnished by MBV Engineering, Inc. or Engineer's Independent Professional Associates and Consultants pursuant to this agreement are instruments of service in respect of the Project and the Engineer shall retain all ownership and property interests therein, whether or not the project is completed. To that end, the Engineer may exercise his right to execute a copyright notice upon any document prepared by the Engineer in connection with this project. All original documents shall remain the sole property and in the sole possession of the Engineer.

Owner/Client will be provided and may retain copies of said documents for his use and information; however, said documents are not intended or represented to be suitable for reuse by Owner/Client or others on extensions of the project or on any other project. Any reuse without express written verification or adaptation by Engineer for the specific purpose intended, will be at Owner's/Client's sole risk and without liability or legal exposure to the Engineer or to the Engineer's Independent Professional Associates and Consultants. Owner/Client shall indemnify and hold harmless the Engineer and Engineer's Independent Professional Associates and Consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

F. Release / Reuse of Electronic Data

All electronic data including drawings, specifications and reports prepared or furnished by MBV Engineering, Inc. or Engineer's Independent Professional Associates and Consultants pursuant to this agreement are instruments of service in respect of the Project and the Engineer shall retain all ownership and property interests herein, whether or not the project is completed. To that end, the Engineer may exercise his right to withhold the release of any electronic data and evaluate each requires on an individual basis. Any Release/Reuse of Electronic Data agreed upon by the Engineer shall automatically be encumbered by above stated item (E) Release/Reuse of Documents.

G. Representations Relating to Work Performed

The plans, designs and documents which are subject to this contract shall be prepared in a professional manner consistent with the profession's "Normal Standard of Care."

Nevertheless, no representations or warranties are made as to the success, approval or the issuance of permits on any application submitted by Owner/Client based in whole or in part upon the plans, designs, or documents prepared by MBV Engineering, Inc.

Initial – Client

Initial- MBV

_____ 

STANDARD CONDITIONS:

Project Number: 21-0492

Concurrency: This design and permitting effort neither implies nor guarantees that concurrency will be met at the time of construction of the first phase, or any phases, nor is it the responsibility of MBV Engineering, Inc. to monitor levels or services or infrastructure capacities.

Backcharges will not be accepted by MBV Engineering, Inc. unless we provide written agreement covering all corrective action and the total amount of the backcharge necessary to accomplish the corrective action.

Engineer's evaluations of Owner's probable project budget and any opinions of probable construction costs, if rendered as a service under this Agreement, will be made on the basis of Engineer's experience and qualifications and will represent Engineer's best judgment as a qualified design professional familiar with the construction industry. Because the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, the Engineer does not guarantee or represent that proposals, bids, negotiated prices, or actual construction costs will not vary from the opinions of probable construction costs prepared or agreed upon by Engineer. If the Owner wishes greater assurance as to construction costs, the Owner shall employ an independent cost estimator.

H. Dispute Resolution:

In the event of any dispute concerning this Proposal/Contract for Professional Engineering Services, MBV Engineering, Inc. shall be entitled to recovery of its reasonable attorney's fees and costs incurred in connection with the dispute, including court costs and fees and costs of appeals. Dispute resolution and the location/jurisdiction thereof, may be by mediation, arbitration and/or court action in the sole discretion of MBV Engineering, Inc. The laws and statutes of the State of Florida shall govern all dispute resolution.

I. Termination Without Cause:

If at any time MBV Engineering, Inc. is notified in writing by Contractee that the Contractee wishes to terminate the agreement for any reason, MBV Engineering, Inc. shall be entitled only to the reasonable value of work furnished pursuant to the agreement up until the moment of such notice. This notice shall be sent by certified mail, return receipt to MBV Engineering, Inc., 1835 20th Street, Vero Beach, FL 32960. This notice will be effective upon receipt. MBV Engineering, Inc. shall not be entitled to payment for work furnished after such notice or not reasonably required to have been previously furnished under this Agreement.

J. Authority of Signer:

If the Contractee is a corporate entity or an individual other than signer, the signer represents that he/she by their signature is authorized to, empowered to and does sign this Proposal/Contract on Contractee's behalf.

K. Indemnification by Signer:

Signer understands and agrees that, if the Contractee is a corporate entity or an individual other than signer, that signer is personally liable and responsible for payment of all work/services performed by MBV Engineering, Inc., in the event that the Contractee fails to pay for the work/services performed.

L. Limitation of Liability

Engineer and Owner agree that the services performed by the Engineer pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Engineer or the Owner to benefit any other person or entity. To the extent that any other person or entity is benefited by the services performed by the Engineer pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

The Owner and MBV Engineering, Inc. have considered the risks, rewards and benefits of the project and the Engineer's total fee for services. Risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Engineer's liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total fee received for the project. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013)
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Initial – Client

Initial- MBV



SURVEY WORK AUTHORIZATION

CARTER ASSOCIATES, INC.
 Consulting Engineers & Surveyors
 1708 21st Street
 Vero Beach, FL 32960
 772-562-4191
 772-562-7180 Fax

CLIENT: EDB Architects			JOB NO.: 21-459 S			
BILLING ADDRESS: c/o John Binkley 65 Royal Palm Pointe, Suite D Vero Beach, FL 32960			PHONE # 772-569-0035 x109 FAX # CELL # Email: ToddH@mbveng.com			
			DATE ORDERED: 11/12/2021			
			EST. COMPLETION DATE 8± weeks upon receipt of Signed Work Authorization			
ORDERED BY: Todd Howder, MBV Engineering		TAKEN BY: David E. Luethje, PSM/mc		EST. COST: \$ 20,670.00		
JOB LOCATION (Lot, Block, S/D/Sec-Twp-Rng): Part of Section 34, Township 32 S, Range 38 E. IRC. FL						
PROPERTY STREET ADDRESS: NE Corner of 98th Ave and 26th St, Fellsmere, FL 32948						
SERVICES TO BE PERFORMED: <p style="text-align: center;">Professional Surveying and Mapping Services for EDB Architects - Indian River County Fire Station #7</p> <p style="text-align: center;"><i>(See Page 2 of 2 for project description and scope)</i></p>						
CERTIFICATIONS: To be provided by Client						
FIELD BOOK	PAGE #	DRAWING #	FIELD BOOK	PAGE #	DRAWING #	PROJECT MGR.:
COST OF PROFESSIONAL SERVICES: <u>EDB Architects</u> hereby agrees to pay \$ 20,670.00 for the above-stated professional services within 30 days of the date of the invoice, in addition to interest of 1.5% per month (18% per year) on any balance unpaid after 30 days and any costs of collection including, but not limited to, lien costs, court costs or attorneys' fees involved in or arising out of the collection of any unpaid or past due balances. Signature: _____ Date: _____ Printed Name: _____ Title: _____						
* ESTIMATED COMPLETION DATE FROM DATE OF AUTHORIZATION/SIGNATURE						

Professional Surveying and Mapping Services:

Indian River County Fire Station #7

“Being a parcel of land lying in the Southwest one quarter of Section 34, Township 32 South, Range 38 East, Indian River County, Florida, said parcel also being a portion of those lands as described in Official Record Book 1612, Page 1824, public records of Indian River County, Florida. Said parcel being more particularly described as follows:

The North 361.50 feet, of the South 491.50 feet, of the East 361.50 feet, of the West 461.50 feet of the Southwest one quarter of said Section 34, Township 32 South, Range 38 East.

Containing 130,680 square feet, (3.00 acres) more or less.”

SITE AND EXISTING CONDITIONS SURVEY

Boundary Survey

Perform and prepare boundary survey: recover and / or re-establish subject parcel boundary corners with required ties to tract, section, block, as necessary. Observe and record all above ground (visible) improvements.

*Boundary description and title commitment to be provided by Indian River County.

Establish vertical control (benchmarks):

Differential levels from a published record vertical benchmarks to establish near or on site temporary vertical benchmark for design, permitting and construction purposes.

Perform and prepare Topographic Survey:

Observe and record horizontal and vertical data of existing on-site conditions and ground elevations, adjacent off-site conditions of road, drainage and services for proposed site plan. Update boundary certificate to reflect topographic survey information (see attached request for proposal to define limits of topographic survey).

Tree Location Survey:

Locate and identify protected trees with a trunk diameter of 4 inches or greater, measured at chest height (see attached request for survey proposal to define limits of tree location survey).

Perform and prepare offsite Route/Topographic Survey:

- 1.) Road Right of Way Route/Topographic Survey to include all of 98th Avenue right of way, south of the IRFWCD North Dike and Ditch Right of Way south approximately 1200 feet to the east-west roadway running along the south side of the CVS Facility;
- 2.) Roadway Route/Topographic Survey of the “east-west roadway (south of CVS Facility)” from 98th Avenue right of way west approximately 1400 feet to and 50 feet west of an existing lift station. Limits of survey are from the centerline of east-west roadway pavement north to the southern edge of the existing driveway and parking area.

Route/Topographic Survey to include all above ground improvements and natural features within the specified Right of Way or project limits including the following:

- a. Cross-sections will be observed and recorded at 100-foot stations;
- b. Observe and record all paved and unpaved roads including culverts and drainage structures;
- c. Observe and record all driveways, sidewalks and landscaped areas within limits of survey;
- d. Observe and record all mail and news boxes;
- e. Observe and record fences and / or privacy walls within 10 feet of the right of way line of 98th Av.;
- f. Observe and record any grade breaks (swales, berms, slopes, etc.);
- g. Observe and record all above ground (visible) utilities (i.e. water mains, water meters, water valves, riser boxes, cleanouts, utility poles, over-head electrical lines, utility risers and boxes, etc.);
- h. Observe and record all storm water drainage structures (pipe culvert inverts, catch basins, spillways, etc.), including inverts of associated pipes;
- i. Observe and record all above ground visual sanitary sewer systems (gravity flow or force mains);
- j. Observe and record all wood lines, tree lines and trees 4 inches and larger within the limits of survey;
- k. Observe and record vertical ground spot elevations within project corridor at major grade breaks and changes in existing contour;
- l. Coordinate with IRC Utilities and As-built existing lift station.

CARTER ASSOCIATES, INC.

TYPICAL GENERAL CONDITIONS AND PROVISIONS

- 1.) Unless otherwise contracted herein, all fees are based upon the initial scope of services requested. Any substantial deviation from said design plans shall warrant the renegotiation of the agreement.
- 2.) Progress billings will be issued on a monthly basis for a percentage of services completed and applied to the "Scope of Services".
- 3.) All fees presented are based on a one-time performance only. Fees for duplication of work or services not included in this agreement shall be invoiced at the hourly rates included herein.
- 4.) Any professional services required to facilitate the completion of the services contained in this contract, i.e., outside consulting services, photo reductions, postage charges, reproductions, fax transmissions, etc., are not included in the contract price. Any such required services will be provided by the Client, or if provided by Carter Associates, Inc., will be reimbursable at cost plus 10%.
- 5.) Invoices issued are due upon receipt. Suspension of work will occur when any invoice becomes 90 days delinquent. Interest at 1.5% per month or 18% per annum will be charged on any invoice 30 days past due.
- 6.) In the event of default of any of the payments due herein under the contract and if it is necessary that this contract be turned over to an attorney or collection agency for collection, the accepting party of this proposal agrees to pay reasonable attorney's fees plus all court costs.
- 7.) Proposals including construction layout services shall be based on the site being sufficiently cleared of all underbrush and/or debris prior to construction layout.
- 8.) Professional liability insurance (errors and omissions) in the amount of \$1,000,000.00 will be provided. The cost of any additional coverage requested by Client in excess of this amount shall be borne by the Client. It is understood that Carter Associates Inc. is not responsible for any site affiliated hazards and/or liabilities.
- 9.) It is understood that the fees quoted in this contract are predicated on the client providing Carter Associates Inc. with copies of all previous work performed for the subject parcel relative to surveys, calculations, title work and permit applications/acquisitions, if applicable.
- 10.) All fees quoted in this agreement are applicable for one (1) year from date of proposal. At that time, fees will be reviewed with the client and adjusted as needed.