



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

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April 4, 2023

**TO:** Indian River County Parks & Recreation  
Attn: Joseph Tilton

**RE:** Proposal for Architectural Services Victor Hart Park Restroom  
Architects Comm. #010423VB

Dear Sir:

This letter shall serve as our proposal and agreement for the preparation of documents necessary for building construction of the above referenced project.

## **I. SCOPE**

The scope of work will consist of providing design and construction documents for a men and women's public restroom approximately 950 S.F. The previously completed Hallstrom House/Hobart Restrooms plans will be enlarged for space for four water closets in women's restroom and two water closets/two urinals in men's restroom.

## **II. ARCHITECTS BASIC SERVICES**

The Architect shall provide full permit documents for construction to be constructed by subcontractors or general contractor of the Owner's choice. Documents and services provided by the Architect and his employed Structural, Mechanical, Electrical and Plumbing Engineering sub-consultants will include the following:

- 1) Data collection, additional field verifications, and meetings with Owner, if needed.
- 2) Construction documents, including all necessary plans for building permit submission.
- 3) Provide electrical design for new lift station to serve this building, and coordinate with FPL to provide electric service design for this project.
- 4) Address plan review comments and make revisions as required.
- 5) Assist in obtaining construction bids, bidding administration, and addendums as needed.
- 6) Construction administration shall include a preconstruction meeting periodic construction observations twice monthly, construction meeting with Owner and G.C., 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. FEES FOR BASIC SERVICES

Our fees will be a lump sum amount of \$37,500, plus reimbursable expenses.

Schematic Design/Design Development	\$9,500
Construction Documents	\$26,500
Bidding/Permitting	\$500
Construction Administration	<u>\$1,000</u>
<b>Total</b>	<b>\$37,500</b>
Reimbursable Expenses (estimated)	\$500

### IV. PAYMENTS TO THE ARCHITECT

The architect shall invoice monthly 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. Utilities are readily available (water, sewer, electric). No offsite modifications will be required.
- B. A civil engineer will be hired directly by Owner for site plan design and approval documents, all site permitting, stormwater permits, site utility plans and permitting as needed.

### VI. OWNER'S RESPONSIBILITIES

- A. Your office, by way of the management office, must furnish all available documents and systems data to assist the Architect in familiarizing himself with the existing site infrastructure, including, but not limited to: surveys including tree locations environmental studies, soils reports.
- B. Your office must pay all applicable fees to agencies having jurisdiction over this project.
- C. Owner shall be responsible for all reprographic services for construction documents.

### 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 mechanical, electrical, and plumbing 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) Original computer plots at \$10.00 each.
- 5) Special postage or mailing; a multiple of 15% direct cost.
- 6) Photocopies at \$0.20 per sheet.
- 7) CD's with PDF files of drawings to Owner and Contractors at \$5.00 each.
- 8) Digital Color Renderings at \$2,500.00 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. The Architect shall invoice every two weeks. 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 \$5,000.00, 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