

WORK ORDER NO. 3

**IRC-1914
JACKIE ROBINSON TRAINING COMPLEX AIR QUALITY
MOLD REMEDIATION DESIGN IN VILLAS**

This Work Order Number 3 is entered into this ____ day of _____, **2021** pursuant to that certain Continuing Consulting Architectural Services Agreement, dated November 13, 2018, (collectively referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and EDLUND, DRITENBAS, BINKLEY ARCHITECTS & ASSOCIATES, P.A. ("Consultant").

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit A. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

**CONSULTANT:
EDLUND, DRITENBAS, BINKLEY ARCHITECTS
AND ASSOCIATES, P.A.**

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

By: _____

By: _____

Joseph E. Flescher, Chairman

Print Name: John F. Binkley III, AIA

Title: Principle

BCC Approved Date: _____

Attest: **Jeffrey R. Smith, Clerk of Court and Comptroller**

By: _____

Deputy Clerk

Approved: _____

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency: _____

William K. DeBaal, Deputy County Attorney



**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

April 26, 2021

TO: Indian River County – Engineering Division
1801 27th Street, Building A
Vero Beach, FL 32960

Attn: Michael Heller, Project Specialist

**RE: Proposal for Architectural Services for Jackie Robinson Training Center Villas
Remodel
Architect's Comm. #100220VB**

Dear Sir,

This letter shall serve as our proposal and agreement for the preparation of documents necessary to facilitate the remodel of the existing 90 units, approximately 38,665 SF training center villas located at Jackie Robinson Training Complex at 3901 26th Street East, Vero Beach, FL 32960.

A. Scope

The scope of this project is to provide architectural services for the above referenced project. The scope of work will be based upon our field discussions and Wood Technical Solutions Mold and Moisture Assessment Report dated 03/35/2021. See attachment 'A' for work description.

Scope of services is as follows:

1. Field verify and establish an existing AutoCAD floorplans.
2. Develop construction/bidding/permit documents based upon attachment 'A' and Wood report.
3. A code review for life safety and building codes will be done to determine if any modifications are necessary to be code compliant.
4. Meeting with building officials to determine what must be brought up to code.
5. Indicate areas of code compliance modifications and methods of corrections as needed.
6. The Architect will assist the Owner in addressing building department review comments. The Architect will assist Owner with all building department permits and provide required documentation. Owner will pay all required building permit fees.

7. Our services will include the costs of mechanical, electrical, plumbing, and structural consultants used to develop the construction documents as needed. We will assist in bidding administration, answering bid questions as needed.
8. The Architect will provide limited construction administration which would include periodic construction observation at a minimum of twice a month during construction, shop drawing review and requests for information (RFI's), review of pay applications and monthly construction meetings.

B. Deliverables

The Architect will provide the following documents or electronically sealed set.

- 1) 5 sets of signed and sealed construction documents.
- 2) Meetings with Owner as needed.
- 3) Meetings with permitting agencies having jurisdiction over the project as needed. Note: The proposed plans must receive Indian River County building permit. Any site utility design will be by Owner.
- 4) AutoCAD files to be delivered to Owner at 100% submittal.

We anticipate the following schedule:

	<u>Task</u>	<u>Duration</u>
I.	Field work, establish base sheets	8 weeks
II.	Complete construction documents	10 weeks
III.	Bidding, building permit review	8 weeks
IV.	Construction	8 months

C. Owner's Responsibility

The Owner's Responsibilities shall be as follows:

1. Provide any existing drawings/surveys/CAD files.
2. Civil engineer consultant fees if needed.
3. All permit and application fees.
4. Asbestos abatement/survey if needed.
5. Termite consultant/treatments if deemed necessary.
6. Any roof replacement/repairs if needed.

D. Additional Services

1. Interior design services.
2. Costs to modify completed drawings, previously approved by Owner, for revisions due to scope changes or value engineering.
3. 3D animated renderings or additional renderings.
4. Specialized foundation.
5. Consultation concerning replacements of any work damaged by fire or other cause during construction.
6. 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.
7. Preparing as built drawings showing significant changes in work during construction or immediately after building completion.
8. Providing detailed preliminary cost data prior to construction documents.
9. Specialized engineering studies and design (i.e. water and sewer connections outside of the building footprint which would involve services of a Civil Engineer).
10. Security and surveillance systems design, billed at cost plus 15%.
11. Special consultants outside the normal mechanical, electrical, plumbing, structural services, billed at cost plus 15%.

In the event additional building solutions, expanded scope, or additional research be requested by the Owner, EDB Architects will provide them for additional cost at the following hourly rates:

Principals: John Binkley	\$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
Services of Engineering Consultants (if needed) – cost plus 15%.	

Any agreement to perform Additional Services must be in writing and signed by both parties prior to commencing any work on the Additional Services.

EXHIBIT A

E. Fee

Our fee will be based upon our anticipated hours at hourly rates. The Architect shall invoice for completed work of the design team plus reimbursable expenses as they are incurred. Invoicing may be in part or whole for each phase of service.

<u>Description</u>		<u>Hours</u>	<u>Billing Rate per Hour</u>	<u>Cost</u>	
I. Architectural	Principal	150	\$165	\$24,750	
	Intern Architect	100	\$105	\$10,500	
	Sr. AutoCAD	400	\$85	\$34,000	
	Clerical	40	\$50	\$2,000	
				Subtotal I	\$71,250
II. MEP	Principal	20	\$165	\$3,300	
	Engineer	37	\$150	\$5,550	
	AutoCAD Tech	40	\$85	\$3,400	
	Clerical	10	\$50	\$500	
				Subtotal II	\$12,750
III. Structural	Engineer	30	\$150	\$4,500	
	AutoCAD Tech	43	\$75	\$3,225	
	Clerical	10	\$45	\$450	
				Subtotal III	\$8,175

Architects Fee Grand Total I, II, III **\$92,175.00**

Estimated Reimbursable Expenses \$1,500.00

F. Reimbursable expenses

Reimbursable expenses will be invoiced as incurred, include the following:

- Mileage at \$ 0.58 per mile.
- In-house prints 24" X 36" at \$ 2.50 each.
- Special postage or mailing: cost plus 15%.
- Outsourced prints: cost plus 15%.
- Photocopies @: \$0.20 per sheet.
- CD of all permit documents as a pdf file \$10.00.

G. Invoicing

Invoicing shall be monthly based on percentage of completion of deliverables. Payments due the Architect under this Agreement are payable 30 days from the date of the Architect's invoice.

Amounts unpaid 30 days after the invoice shall bear interest at 1.5% per month. If payments due the Architect are not received within 45 days of the date of invoice, the Owner agrees to assume responsibility for the cost of any required collection services, including Architect's time, Attorney's fees, legal fees and court costs. The Architect and his Consultants shall not be required to perform any further work on the project and shall not be held liable for any subsequent associated delays or losses of any kind until outstanding amounts are fully satisfied or legally adjudicated.

H. General

- 1) 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.
- 2) The Architect shall invoice every two weeks. Invoices will be based on completed work for the services defined in Article E plus any additional services and reimbursable expenses accumulated during that period. Note: Architect's Reimbursable Expenses are listed in Article F of this agreement.
- 3) 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.
- 4) 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.
- 5) 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 days 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.
- 6) The Architect shall be compensated 6% as a fee for the cost of Additive Change Orders generated by the Owner during the Construction Phase. There shall be no deduction of the Architect's fee on Deductive Change Orders if the item(s) were originally designed into the project and approved by the Owner or contracted for construction by the General Contractor.
- 7) 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.
- 8) 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 a signed copy to the architect to authorize commencement of the project.

Respectfully Submitted,


John F. Binkley Architect A.I.A.

Owner's Agent: _____

Printed Name & Title: _____

Date: _____

Attachment A

1. Recommendations for reduction of suspected biological growth on surfaces are:
 - Removal of all existing ductwork from the attic space. A/C units in attic to remain in place or abandoned. Remove all ceiling A/C grills with moisture resistant gypsum board where duct system penetrations are removed.
 - Replacement of attic access panels with insulated access panels.
 - Adjust the soffit height around the counter area to a height of approximately 8 feet from the floor. (The current soffit is 24" and is recommended to be cut down to 8" from the ceiling level.) Remove all visible mold drywall and replace in bar area and high moisture areas identified in Wood report.
 - Install adequate exhaust in the restroom areas.
 - Increase the insulation value in the attic space to R-38
 - Provide baffles at the eave line to restrict insulation from blocking the exterior soffit ventilation space.
 - Replace the soffit ventilation opening registers with a screened unit having greater than 40 percent free area.
 - Repaint/replace drywall in bathrooms affected by visible growth with an epoxy-based paint.

2. Recommendations for reducing the moisture in the front wood wall under the window unit:
 - Provide a continuous layer of insulation on the outside of the wood framing below the window unit, sealed to the vapor barrier. Replace T-III with new beveled hardiboard siding.
 - Provide a moisture/vapor impermeable cover, likely metal or fiberglass, to the assembly below the window unit and seal the cover to the masonry.

3. Recommendations for other areas to help with moisture intrusion:
 - Provide a moisture/vapor barrier between the wood and masonry units.
 - Provide a moisture/vapor barrier between the window unit and the wood perimeter frame.
 - Rest doors and weather stripping to provide an effective weather seal.
 - Provide a stored maintenance area adjacent to the wall surfaces with the bottom of the stone being below the bottom of the interior slab elevation. This will allow for proper drainage and run off from the roof and condensing units. Recommend this to be approximately 12" deep and a minimum of four feet from the wall edge out.

4. Additional recommendations for HVAC system not previously mentioned above include:
 - HVAC equipment replacement – Provide new PTAC units in lieu of the ductless split systems currently used. Remove wall units. PTAC units shall provide outdoor air into the system (the unit would install under the front window of the room and is a self-contained unit).
 - Replace windows in all villa rooms with new impact rated, single-hung windows.

5. Cosmetic repairs/misc.

- Address cracked spalled stucco at door thresholds.
- Remove all carpet and VCT and replace with LVT flooring.
- Address rusted tapcon screws in all exterior door frames.
- Remove all rusted fasteners at door closers and reinstall with stainless hardware.
- Close off electrical room attic space from adjacent unit.
- Replace/repaint drywall in high moisture areas where indicated in Wood report.
- Move transom light electric to hallway, provide new light fixture.