

**AGREEMENT FOR PROFESSIONAL SERVICES for**  
**Phase II Sandridge Clubhouse Architectural Design Services – RFQ 2021020**

THIS AGREEMENT for PROFESSIONAL SERVICES (“Agreement”), entered into as of this 18<sup>th</sup> day of January, 2022 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, whose address is 1801 27<sup>th</sup> Street, Vero Beach FL 32960 (“COUNTY”), and SUN PATRICK ARCHITECTURE, INC, DBA sparcdesign (“Consultant”):

**BACKGROUND RECITALS:**

A. In accordance with the Consultants’ Competitive Negotiations Act, Section 287.055, Florida Statutes, the COUNTY solicited, evaluated and developed ranking of firms to provide Sandridge Clubhouse Architectural Design Services (“Project”), based on statement of qualifications received in response to Request for Qualifications 20121020.

B. As a result of its response, the County has selected Consultant to provide certain professional services relating to Phase II Sandridge Clubhouse Architectural Design Services (“Services”) as more fully set forth in the Proposal for Phase II Services, attached as “Exhibit A” to this Agreement and made a part hereof by reference.

C. The Consultant is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and

D. The COUNTY and the Consultant wish to enter into this Agreement for the Consultant’s Services for the Project.

NOW THEREFORE, in recognition and consideration of the above Recitals, which are not merely prefatory, but are incorporated by reference as though fully set forth herein and form part of the consideration, terms and conditions of this Agreement, and in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. GENERAL.**

1.1 The Background Recitals are true and correct and form a material part of this Agreement.

1.2 All professional services provided by the Consultant for the COUNTY shall be as identified in Exhibit A. The parties agree that the not to exceed services rates in Section III. Payment and Compensation of Exhibit A are the basis to be used for billing purposes and that Consultant’s compensation is the total lump sum as set forth in paragraph 5.1. Consultant’s services will be performed in a timely, efficient, cost effective manner. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable architectural design standards and principles. Consultant’s standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

1.3 Additional services which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by the Exhibits shall be Services for which the Consultant must obtain the prior written approval of the COUNTY as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of the Agreement, and when properly authorized and executed by both the Consultant and the COUNTY shall become an amendment to the Agreement.

## 2. **COUNTY OBLIGATIONS.**

2.1 The COUNTY will provide the Consultant with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to the Project and as otherwise provided in Exhibit A. The Consultant is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, material inconsistencies or errors in such data that are made known to the Consultant, but Consultant is not responsible for discovering errors, omissions, or inconsistencies in the drawings or data provided.

2.2 The COUNTY shall arrange for access to, and make provisions for the Consultant to enter upon, public and private property (where required) as necessary for the Consultant to perform its Services, upon the timely written request of Consultant to COUNTY.

2.3 The COUNTY shall promptly execute all permit applications necessary to the Project.

2.4 The COUNTY shall examine any and all reports, sketches, proposals and other documents presented by the Consultant, and render, in writing, decisions pertaining thereto within a reasonable time.

2.5 Approval by the COUNTY of any of the Consultant's work, including but not limited to written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the Consultant of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the Consultant of any of the Services furnished under this Agreement.

2.6 The COUNTY reserves the right to appoint one or more County Project Managers for the specific Services in connection with this Agreement. The Project Manager shall: (a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the Consultant; (c) communicate the COUNTY's policies and decisions to the Consultant regarding the Services; and (d) determine, initially, whether the Consultant is fulfilling its duties, responsibilities, and obligations hereunder.

2.7 The COUNTY shall give prompt written notice to the Consultant whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the Consultant's Services. If the Consultant has been delayed in completing its Services through no fault or negligence of either the Consultant or any sub-consultant, and, as a result, will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the Consultant shall promptly notify the Project Manager. In the COUNTY's sole discretion, and upon the submission to the COUNTY of evidence of the causes of the delay, this Agreement shall be modified in writing, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

2.8 The Consultant shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the Consultant's control and through no fault or negligence of the Consultant. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and Consultant shall mutually agree, in writing, to the modifications to be made to this Agreement.

### 3. **RESPONSIBILITIES OF THE CONSULTANT.**

3.1 The Consultant agrees to perform all necessary Services as outlined in Exhibit A, in connection with the assigned Project(s) as set forth in this Agreement.

3.2 The Consultant agrees to complete the Project in a timely manner and within a mutually agreed upon schedule, as may be modified from time to time.

3.3 The Consultant will maintain an adequate staff of qualified personnel and assign them to work on the project as necessary to complete the agreed upon scope of services.

3.4 The Consultant will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.5 The Consultant, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by Consultant under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and (2) the Consultant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, as such rules, regulations, or guidelines may be from time to time amended.

3.6 The Consultant shall, during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law,

in order for the Consultant to render its Services as described in this Agreement. The Consultant shall also require all sub-consultants to comply by contract with the provisions of this section.

3.7 The Consultant will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

3.8 The Consultant will cooperate and coordinate with other COUNTY consultants, as directed by the COUNTY.

3.9 The Consultant shall report the status of the Services under this Agreement to the County Project Manager upon request and hold all related work open to the review of the County Project Manager or his authorized agent at any time, upon reasonable request.

3.10 All documents, reports, field books, survey notes and information, and other data developed by the Consultant for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the County. When all work contemplated under this Agreement is complete, all of the above data shall be delivered to the County Project Manager.

3.11 The Consultant will confer with the COUNTY during the project(s) for which the Consultant has provided Services, and the Consultant will make corrections to the Consultant's Work Product, based on the Scope of Services Defined in Exhibit A, at no additional cost to the COUNTY, within thirty (30) calendar days of notice by the COUNTY, or upon a determination of the Consultant that corrections are needed, whichever event shall first occur.

3.12 The Consultant agrees to maintain complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards for all Services, costs, and expenditures under this Agreement. The Books shall identify the Services rendered during each month of the Agreement and the date and type of each Project-related expense. The COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any invoice. The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of three (3) years after the date of termination of this Agreement, or such longer time if required by any federal, state, or other governmental law, regulation, or grant requirement.

3.13 The Consultant shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY. However, the Consultant is permitted to retain sub-consultants to perform work under this Agreement. When applicable and upon receipt of such consent from the COUNTY, the Consultant shall cause the names of the professional subconsultant firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data.

3.14 All documents, prepared by the Consultant pursuant to this Agreement are

related exclusively to the Services described herein and are not intended or represented to be suitable for reuse by the COUNTY or others on any other project. Reuse of any documents prepared by the Consultant is prohibited and shall be at the COUNTY's own risk. The Consultant shall not be held liable for any modifications made to the documents by others.

3.15 Consultant is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Consultant is also responsible for obtaining proof of E-Verify registration and utilization for all subconsultants.

4. **TERM: TIME FOR COMPLETION.**

4.1 The time for completion of the Project shall be defined in Exhibit A.

5. **COMPENSATION.**

5.1 The COUNTY shall pay to the Consultant a mutually agreed upon maximum amount not-to-exceed professional fee for each phase, to be paid in monthly installments or on a deliverable basis, all as set forth in Exhibit A. Invoices shall be submitted to the County Project Manager, in detail sufficient for proper prepayment and post payment audit. Upon submittal of a proper invoice the County Project Manager will determine if the tasks or portions thereof have been satisfactorily completed. Upon a determination of satisfactory completion, the County Project Manager will authorize payment to be made. All payments for services shall be made to the CONSULTANT by the COUNTY in accordance with the Florida Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.1.1 The Consultant acknowledges and agrees that it will not be reimbursed for travel within the State of Florida, except for standard government mileage rates for the Architect's employees and consultants, associated with its Services on this Project.

5.1.2 The COUNTY shall make direct payment of all permit fees paid to regulatory agencies for approvals directly attributable to the Services under the Project. These permit fees do not include those permits required for any construction contractor.

5.2 The COUNTY may at any time notify the Consultant of requested changes to the Services, and thereupon the COUNTY and the Consultant shall execute a mutually agreeable amendment to this Agreement.

5.3 The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, any portion of the Services under Exhibit A at any time and for any reason, upon written notice to the Consultant specifying the nature and extent of the reduction. In such event, the Consultant shall be paid for the Services already performed and also for the Services remaining to be done and not reduced or eliminated, upon submission of invoices as set forth in this Agreement.

5.4 The COUNTY may, at any time and for any reason, direct the Consultant to suspend Services, in whole or in part under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The Consultant shall resume its Services upon the date specified, or upon such other date as the COUNTY may thereafter specify in writing. Where the COUNTY has suspended the services under this Agreement for a period in excess of six (6) months, the compensation of Consultant for such suspended Services may be subject to modification. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this Agreement.

6. **ADDITIONAL WORK.**

6.1 If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the Consultant to provide, either directly by the Consultant or by a sub-consultant, such additional services by a written amendment to this Agreement.

7. **INSURANCE AND INDEMNIFICATION.**

7.1 The Consultant shall not commence work on this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the County's Risk Manager.

7.2 Consultant's insurance coverage shall be primary.

7.3 All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A VII or better.

7.4 The insurance policies procured shall be occurrence forms, not claims made policies with the exception of professional liability.

7.5 A certificate of insurance shall be provided to the County's Risk Manager for review and approval, ten (10) days prior to commencement of any work under this Agreement. The COUNTY shall be named as an additional insured on commercial general liability policy.

7.6 The insurance companies selected shall send written verification to the County Risk Manager that they will provide 30 days prior written notice to the County Risk Manager of its intent to cancel or modify any required policies of insurance.

7.7 Consultant shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

7.8 Consultant agrees that it now carries and will continue to carry during the performance of this Agreement, at its own expense, the applicable insurance policies indicated below, with limits not less than those specified. Any insurance on a "claims made"

basis shall be maintained for at least 3 years after completion of the Services.

- A. Worker's Compensation – Statutory
- B. Employer's Liability - \$1,000,000 per occurrence
- C. Commercial General and Contractual Liability – \$1,000,000 per occurrence
- D. Automobile Liability - \$1,000,000 per occurrence
- E. Umbrella Liability - \$2,000,000 aggregate (in excess of B., C. and D. above)
- F. Professional Liability - \$1,000,000 per claim/aggregate.

7.9 The Consultant shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

## 8. **TERMINATION.**

8.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the Consultant; or (b) by the Consultant, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or (d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

8.2 In the event of termination by the COUNTY, the COUNTY shall be obligated to pay the Consultant for those portions of completed work previously authorized under this Agreement. Such payment shall be determined on the basis of the percentage of work performed by the Consultant, up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

8.3 In addition to the termination rights set forth in 8.1, the obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

8.4 In the event that the Consultant merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this Agreement in accordance with its terms.

8.5 In the event of termination of this Agreement, the Consultant agrees to surrender any and all documents prepared by the Consultant for the COUNTY in connection with this Agreement.

8.6 The COUNTY may terminate this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by the Consultant in conjunction with this Agreement.

8.7 The COUNTY may terminate this Agreement in whole or in part if the Consultant submits an intended false invoice to the COUNTY.

8.8 TERMINATION IN REGARDS TO F.S. 287.135: Consultant certifies that it and those related entities of Consultant as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Consultant certifies that it and those related entities of Consultant as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

8.8.1 COUNTY may terminate this Contract if Consultant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

8.8.2 COUNTY may terminate this Contract if Consultant, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

## 9. **TRUTH-IN-NEGOTIATION CERTIFICATE: CONTINGENCY FEES.**

9.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. COUNTY has the authority and right to audit Consultant's records under this provision. The COUNTY does not hereby waive any other right it may have pursuant to Section 287.055, Florida Statutes, as it may be from time- to-time amended.

9.2 Pursuant to the Consultants' Competitive Negotiations Act, F. S. section 287.055, the Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage fee, gifts or any other considerations, contingent upon or resulting from the award or making of this contract. For breach of violation of this provision, the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10. **MISCELLANEOUS PROVISIONS.**

10.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the Consultant or employees or subconsultants of the Consultant are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

10.2 Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Consultant and the COUNTY.

10.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. The prevailing party in any lawsuit arising out of or related to this Agreement shall be entitled to recover its reasonable attorney's fees and costs, including fees and costs through appeal. **The parties expressly and voluntarily waive any and all rights to trial by jury in connection with any litigation arising out of or related to this Agreement.**

10.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

10.7 No Pledge of Credit. The Consultant shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

10.8 Public Records. COUNTY is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

10.8.1 Keep and maintain public records required by the COUNTY to perform the service.

10.8.2 Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

10.8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the COUNTY.

10.8.4 Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the Consultant or keep and maintain public records required by the COUNTY to perform the service. If the Consultant transfers all public records to the COUNTY upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney 1801  
27<sup>th</sup> Street**

## Vero Beach, FL 32960

10.9 Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

County: Indian River County  
Attn: Bela Nagy, Director of Golf  
Sandridge Golf Club  
5300 73<sup>rd</sup> Street  
Vero Beach, FL 32967  
Email: [bnagy@ircgov.com](mailto:bnagy@ircgov.com)

Consultant: Sun Patrick Architecture, Inc.  
DBA, sparcdesign  
Attn: Sean Patrick Sukhu  
3021 Jupiter Park Circle  
Suite 102  
Jupiter, FL 33458  
Email: [sean@sparcdesign.us](mailto:sean@sparcdesign.us)

10.10 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Consultant shall survive the termination or expiration of this Agreement.

Notices shall be effective when received at the address as specified above. Email transmission is acceptable notice effective when received, provided, however, that email transmissions received after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

10.11 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement

10.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

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

Sun Patrick Architecture, Inc.

INDIAN RIVER COUNTY  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_

By \_\_\_\_\_  
Peter D. O'Bryan, Chairman

Date \_\_\_\_\_

Date Approved by BCC: \_\_\_\_\_

Witness:

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

By \_\_\_\_\_

By \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
Jason E. Brown  
County Administrator

Approved as to form and legal  
sufficiency:

\_\_\_\_\_

## **Exhibit A – Proposal for Phase II Services**

January 24, 2022

The Owner:

Bela Nagy, Director of Golf, PGA  
 c/o Indian River County Purchasing Division  
 1800 27<sup>th</sup> Street  
 Vero Beach, Florida 32960

The Architect:

Sun Patrick Architecture, Inc.  
 DBA: sparcdesign  
 3021 Jupiter Park Circle, Suite 102  
 Jupiter, FL 33458

RE: Sandridge Golf Club New Clubhouse  
 sparcdesign project 2021.158

Dear Mr. Nagy,

Thank you for the opportunity to submit a proposal to provide Masterplan and Schematic Design Through Construction Administration Services for the proposed new clubhouse at Sandridge Golf Club in Vero Beach, FL. We have included an Estimated Master Schedule for the project design/engineering phases (Exhibit A).

Project Description:

Clubhouse:

The existing clubhouse will be used as a temporary facility while the new clubhouse is under construction. After completion of the new golf clubhouse the existing clubhouse will be demolished. The existing clubhouse site will be utilized in the new site plan design. A 1-story 18,000 sf building is planned. The proposed building will be located adjacent to the existing golf clubhouse. The view of the golf course will be a consideration in siting the building. The building will include administration offices, golf pro shop, restaurant w/ a commercial kitchen, locker rooms, banquet hall and indoor/outdoor event space. Golf operations including the cart barn and cart staging area will remain in their existing buildings/locations. A small food & beverage and restroom "Turn" building is planned in-between the 9's for the Lakes and Dunes Courses.

Site:

The existing parking lot will be expanded to accommodate additional paved parking spaces and identify overflow areas for larger events. A new covered drop off to the events building is planned. Golf operations, including bag drop and cart staging will be enhanced in their existing locations. Back of house deliveries and trash pickup will be relocated to a service drive that is isolated from the "front of house" areas and adjacent to the kitchen.

For the purposes of this proposal:  
 Indian River County is the "Client".  
 sparcdesign is the "Architect".

The basic services scope of work to be performed by sparcdesign and our consultants based on the above scope of work shall be performed within the terms and conditions as noted in the owner architect agreement, "Agreement for Professional Services for Phase II Sandridge Clubhouse Architectural Design Services – RFQ2021020".

The following is proposed as our basic scope of service.

- I. Professional and consulting services to be included under this agreement:
  - a. Architectural
  - b. Structural Engineering
  - c. Heating, Ventilating and Air Conditioning (HVAC) Engineering
  - d. Plumbing Engineering
  - e. Electrical Engineering
  - f. Landscape Architecture/Planning
  - g. Civil Engineering
  - h. Interior Design
  - i. Kitchen Design Consulting
  - j. Acoustical Design Consulting
  
- II. Scope of Services: Architectural/Engineering
  - a. Phase I – Masterplan Services
    - i. Master planning
      1. Work with the clients committee to conceptualize a new clubhouse design on the existing site, including an updated conceptual site plan, conceptual floor plans and main elevation. The new clubhouse planning will be integrated into the existing pre-design services provide during the RFQ process. The planning includes site evaluation, analysis and selection, traffic studies, programming, conceptual blocking, and adjacency diagrams. The character of the architectural style of the building will be explored during this phase.
      2. At the end of the master planning phase sparcdesign will submit a masterplan package to the client for review and comment.
  
  - b. Phase II Master Plan Implementation – Schematic Design through Construction Administration
    - i. Schematic Design/ site plan approval
      1. Work with the Landscape Architect/Civil Engineer and the clients committee to develop a client approved schematic design package, including preliminary floor plans, roof plan and

elevations. Provide 2D rendered elevations in order to assist with the site plan approval process.

2. Schematic Design Documents shall be prepared starting with the approved master plan concept. The Schematic Design Documents include preliminary floor plans, elevations, roof plans and diagrammatic building sections.
3. At the end of the Schematic Design phase sparcdesign will submit schematic design drawings to the client for review and comment.

ii. Design Development

1. Design Development Documents shall be prepared starting with the approved Schematic Design Documents. The Design Development Documents shall finalize space and function requirements for the project as well as describe the important aspects of the site/building infrastructure.
2. At the end of the design development phase sparcdesign will submit scaled drawings to the client for review and comment.

iii. Construction Documents/Permit Drawings

1. Construction documents shall be prepared starting with the approved Design Development Documents. The Construction Documents will graphically show the scope, extent and character of the work to be performed by the contractor, including specifications and related structural, mechanical, electrical, plumbing and engineering plans. The plans will include required drawings for submittal to the building department for permit.
2. Prepare drawings for Architectural and Engineering for the submittal to the county for review. Respond to building department comments, required to obtain building permit. Note: Site plan approval process needs to be complete in order to obtain building permit.

c. Bidding and Negotiation

- i. sparcdesign will submit plans electronically to the owner for the bidding phase. Will respond to request for information during the bidding period. Provide representation at a pre-bid conference.

d. Construction Administration

- i. sparcdesign assumes construction duration of (14) months and includes bi-weekly visits as needed by an architectural representative.
- ii. sparcdesign will provide responses to construction request for information.
- iii. sparcdesign will provide review of applications for payment and construction change order requests
- iv. sparcdesign will provide review of Shop Drawing Submittals. The Shop Drawings shall be submitted in one (1) complete submittal package (by division) utilizing the CSI Specification Divisions.

III. Scope of Services: Landscape Architecture/Planning

a. Land planning/site plan approval

- i. Attend site meetings to review and evaluate proposed program improvements
- ii. Coordinate with design team and Client's committee during conceptual site planning process
- iii. Prepare conceptual site plan (up to 3 concept plans)

- iv. Attend meeting with county staff to review concept plan
  - v. Provide one modification to site plan per staff comments received
  - vi. Prepare rendered site plan for presentation purposes
  - vii. Preparation of final site plan for Indian River County submittal/review process
  - viii. Coordination on behalf of professional team during Indian River County site plan review process
  - ix. Attendance at Indian River County Staff meetings, committee meetings, one Planning and Zoning meeting.
  - b. Landscape Architecture
    - i. Drawings from the major site plan approval process will be utilized for the final landscape/hardscape bid documents.
- IV. Scope of Services : Civil Engineering
- a. Task A – civil engineering design
    - i. Construction notes, land clearing/utility adjustment plans, soil erosion/sediment control plan, paving/grading/drainage plans, potable water main modifications/service plan, wastewater system plans, sewage lift station plan, construction details, potable water details, wastewater system details.
  - b. Task B – wastewater system design
  - c. Task C – Permit application submittals
    - i. Indian River County Stormwater Permit
    - ii. St. Johns WMD Environmental Resource Permit Modification
    - iii. Indian River Farms WCD Drainage Review approval (If required)
    - iv. Indian River County Utilities Permit
    - v. Indian River County Utility ROW Permit (77<sup>th</sup> street)
    - vi. Florida DEP Potable Water General Permit
    - vii. Florida DEP Wastewater General Permit
    - viii. Indian River County Site Plan Release
  - d. Task D – Permit Acquisition Responses
  - e. Task E - Meetings
- V. Scope of Services : Food Service Design
- a. Predesign and Programming
    - i. Establish project objectives and goals in conjunction with client's operational staff, client's committee, and design team
    - ii. Client information review, to be used for design development
    - iii. Review and become familiar with architectural drawings
    - iv. Review and become familiar with the available space
    - v. Provide conceptual drawings outlining the flow and space relationships for the food service areas
    - vi. Develop block schematic diagrams based on the approved conceptual drawings. drawing to be a scale that appropriately depicts critical design elements.
    - vii. Indicate anticipated exhaust hood, equipment and counter and walk-in cold room locations as appropriate.
    - viii. Site observations and photograph as necessary
    - ix. Menu Analysis
  - b. Concept Design
    - i. Selection of equipment required
    - ii. floor and space planning
    - iii. food service floor plan diagrams
    - iv. preliminary equipment schedules
    - v. coordinate with design team
  - c. Food service design development
    - i. Provide CAD drawings at 1/4"=1'-0" Scale for the food service areas depicting individual food service scope of work
    - ii. Refined food service plans

iii. refined equipment schedules

VI. Scope of Services: Interior Design/Architecture

- a. Work with the client to establish scope of the project and establish design direction and client goals for the Golf Clubhouse.
- b. Concept development to include Space Planning, Design Development and color and material selection. Develop Finish Plans, Elevations with color palettes and digital material samples.
- c. Concept presentation to client, including loose material samples, revised concepts boards based on client's feedback.
- d. Final concept presentation for final approval.
- e. Upon final approval will work with Architect to produce construction drawings and specifications as follows.
  - i. Finish plan/specifications
    1. Paint selections
    2. Finished flooring specifications
    3. Tile selections
    4. Countertop selections
    5. plumbing fixture selections
  - ii. Trim profile selections
  - iii. Interior door profile selections
  - iv. Millwork sections/details
  - v. Kitchen Appliance Coordination with millwork design
  - vi. Restroom millwork design/mirror selection
  - vii. Decorative lighting coordination/specifications
  - viii. interior signage specification/design
- f. After the construction drawings are complete, sparcdesign will submit plans electronically to the owner for the bidding phase. Will respond to request for information during the bidding period.
- g. Revisions to the construction document after the bidding period will be as an additional service as outline in paragraph IX.e.iii
- h. During construction, site visits will be billed hourly as requested.
- i. Reimbursable costs will be billed as noted in paragraph IX.d

VII. Scope of Services: Furniture Procurement for Art & Accessories.

- a. Scope of Services TBD

VIII. Scope of Services: Acoustical Consulting (optional scope of work)

- a. Meet with client and design team to confirm which elements of the architectural program are important to acoustical success.
- b. Review architectural plans, space descriptions, functional specifications, and other documents to assess acoustical aspects of the design.
- c. Develop design approaches for the acoustic environment. This shall include room configurations, area, volume and proportions, wall and ceiling shape, and reverberation and sound reflection criteria and will take into consideration for various rooms being studied.
- d. Review documents required to advance project documentation during each stage of design, specifically providing review comments of the design process related to room acoustics and sound isolation.

IX. Payment and Compensation

- a. The owner shall pay the Architect as outlined in paragraph IX.c
- b. Basic Services as outline in paragraph II,III,IV,V,VI and VII above, as authorized in writing by the client, for the fixed fee listed below, plus reimbursable expenses.

Sandridge Golf Club Fee worksheet				
Project Phases				
<b>Architectural/Engineering</b>				
		<b>Phase I</b>		
	i.	Master Planning	\$ 25,000.00	Hourly not to exceed
		<b>Subtotal</b>	<b>\$ 25,000.00</b>	
		<b>Phase II</b>		Fixed Fee
	ii.	Schematic Design	\$ 55,000.00	
	iii.	Design Development	\$ 73,800.00	
	iv.	Construction Documents	\$ 184,500.00	
	v.	Bidding/Negotiations	\$ 8,200.00	
	vi.	Construction Administration	\$ 69,700.00	
	vi.	interior architecture	\$ 25,000.00	
		<b>Subtotal</b>	<b>\$ 416,200.00</b>	
<b>Landscape Architecture/Planning</b>				
	i.	Site Plan Approval Process	\$ 49,500.00	Fixed Fee
	ii.	Final hardscape specifications/details	\$ -	Will utilize site plan approval documents for final hardscape/Landscape Bid docs
		<b>Subtotal</b>	<b>\$ 49,500.00</b>	
<b>Civil Engineering</b>				
	i.	Civil Engineering Design	\$ 62,700.00	Fixed Fee
	ii.	Wastewater System Design	\$ 13,750.00	Fixed Fee
	iii.	Permit Application Submittals	\$ 5,500.00	Fixed Fee
	iv.	Permit Acquisition Response	\$ 22,000.00	Hourly not to exceed
	v.	Meetings	\$ 8,000.00	Hourly not to exceed
		<b>Subtotal</b>	<b>\$ 111,950.00</b>	
<b>Interior Design</b>				
	i.	Design Services	\$ 32,500.00	Fixed Fee
	ii.	Construction Administration	\$ 2,500.00	Fixed Fee
	iii.	FF&A Design	\$ 27,000.00	Fixed Fee
	iii.	FF&A Procurement	\$ -	TBD (Purchasing on behalf of client shall be provided under a separate contract with Interior Design Consultant)
		<b>Subtotal</b>	<b>\$ 62,000.00</b>	
<b>Kitchen Consultant Design Services</b>				
	i.	Design Services	\$ 21,450.00	Fixed Fee
		<b>Subtotal</b>	<b>\$ 21,450.00</b>	
<b>Acoustical Consulting</b>				
				Optional
	i.	Design Services	\$ -	Fixed Fee (Optional \$8,800)
	ii.	Construction Administration	\$ -	
		<b>Subtotal</b>	<b>\$ -</b>	
		<b>Total</b>	<b>\$ 686,100.00</b>	

- c. Method of Payment
  - i. Invoicing will be monthly, based upon the percent of service provided plus reimbursable expenses. Payment is due in accordance with the Florida Prompt Payment Act, as may be amended from time to time (Section 2018.70, Florida Statutes, et seq.).
  - ii. There is no finance charge upon amounts due which are paid within thirty (30) days after an accurate invoice is provided.
  - iii. Unpaid invoices shall bear interest from the date payment is due at 1.5% per month.
  
- d. Reimbursable Expenses
  - i. Additional costs and expenses (i.e., large format drawing copies, color prints, courier's/delivery, and travel) will be billed at a multiplier of 1.1 times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the project.
  
- e. Additional Services
  - i. The following are not part of Basic Services but can be added to the scope of work for additional services at the client's request.
    - 1. Any services not included in the Scope of Services, Paragraph II,III,IV,V and VI.
    - 2. Cost estimating
    - 3. Value engineering and implementation into the drawings after 50% construction documents
    - 4. Finish Hardware schedule, sound/AV systems, Telephone, Communication, and security system
    - 5. 3d renderings (estimated cost \$2,500/view)
    - 6. Preparation of Record Drawings
    - 7. Geotechnical Engineering
    - 8. Pile Foundation Design
    - 9. Mapping/Surveying
    - 10. Proshop fixture design
  - ii. Additional services hourly rates, Principal \$225/hour, Project Manager \$185/hour, CAD drafter \$90/hour and clerical \$65/hour.
  - iii. For consultant additional services, as authorized by the Client, compensation shall be computed hourly as a multiple of 1.1 times the amount billed to the Architect for such services.

X. Other Provisions

**α. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, SUN PATRICK ARCHITECT, INC. IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPLE MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

The owner acknowledges that design and construction projects are prone to changes in the scope of work for a variety of reasons and that a contingency will be budgeted in accordance with the standard of care normally associated with a project of this complexity and location. In order for Owner to obtain a benefit of a fee which is a lesser allowance for funding risk. The Owner agrees to limit the Architect liability arising from professional acts errors and omissions such that the total liability.

Authorization to provide the above services:

Sincerely,



Sean P Sukhu, Partner

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Owner Signature and date

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Printed name and title