



**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

July 9, 2019

**TO: Indian River County Parks & Conservation Resources  
5500 77<sup>th</sup> Street  
Vero Beach, FL 32967  
Attn. Beth Powell**

**RE: Proposal for Architectural Services for Kroegel Homestead Restrooms  
Architect's Comm. #070119VB**

Dear Beth,

As per initial meeting, we are pleased to submit our proposal for the above referenced project. This letter shall act our agreement for services.

**A. Scope**

The scope of this project is to provide full architectural services for the above referenced project. The building design will be based upon our modified Jungle Trail Restroom Building per our discussions at our initial meeting held on July 1<sup>st</sup>, 2019. The building will be located per the site plan developed by MBV Engineering.

We agree to provide full construction documents capable of receiving a building permit and to be used to obtain construction bids.

Our services will include the costs of structural, mechanical, electrical and plumbing consultants used to develop the construction documents. We will also assist the Owner in obtaining a building permit, address building department comments, and make revisions as required due to plan review. We will address bid questions, providing addendums as needed.

We will coordinate the site plan design with the civil engineer hired by the Owner, who will be handling site plan approval, the civil and drainage design, acquiring all required stormwater/site utility permits. The Owner will be contracting direct with the civil engineer for his compensation.

The Architect will also provide construction administration which would include periodic construction observation at a minimum of once a month during construction, approval of pay applications, change orders, shop drawing review and requests for information (RFI's).

**B. Deliverables**

The Architect will provide the following documents to the Owner.

1. 5 sets of signed and sealed construction documents.
2. 2 copies of book specifications.
3. Meetings with Permitting Agencies having jurisdiction over the project as needed.
4. Your Civil Engineering consultant must provide all site plan approvals, input on any parking area and driveway expansion and site stormwater management issues. All site utility designs will be by your Civil Engineering consultant.

**C. Owner's Responsibility**

The Owner's Responsibilities shall be as follows:

1. Provide any existing drawings/surveys.
2. Civil Engineer consultant fees.
3. All permit and application fees.
4. All soil testing costs.
5. Environmental studies if deemed necessary.

**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 model can be provided at additional cost of \$900.00.
4. Specialized foundation design due to pour soils.
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. Additional renderings if needed.
11. Security and surveillance systems design, billed at cost plus 15%.
12. Special consultants outside the normal mechanical, electrical, and plumbing 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:

Principal Architect	\$165.00 per hr.
Level I CAD Manager	\$ 85.00 per hr.
Level II CAD Manager	\$ 75.00 per hr.
Administrator, Accounting	\$ 50.00 per hr.
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.

#### E. Fee

The Architect shall invoice for completed work plus reimbursable expenses as they are incurred. Invoicing may be in part or whole for each phase of services.

Construction Documents	\$7,000.00
Bidding/Permitting	\$500.00
Construction Administration	<u>\$1,000.00</u>
<b>Total Fee</b>	<b>\$8,500.00</b>
Reimbursable Expenses	\$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%.
- Photocopies @ \$0.20 per sheet
- CD of all permit documents as a pdf file \$25.00.

#### G. Invoicing

Invoicing shall be every two weeks 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% 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**

- 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 item F 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. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 a signed copy to the architect to authorize commencement of the project.

Respectfully Submitted,

Owner's Agent: \_\_\_\_\_

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

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_