

March 16, 2021

Richard Baker, Ph.D
President
Pelican Island Audubon Society
195 9th Street Southeast
Vero Beach, FL 32962

phone: (772) 567-3520
email: canoesrus1@gmail.com

RE: PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Dear Richard,

Cadence is pleased to provide this proposal for Landscape Architectural services for the Indian River County (IRC) Administrative Complex Native Plant Garden project. It is our understanding that the native plant garden project demonstration will be located at the entry of the IRC Complex in Vero Beach, Florida.

Cadence is a Landscape Architecture firm located in downtown Fort Lauderdale, with an emphasis on designing compelling exterior living environments. We have extensive experience of successfully providing the services required for this project and an in depth knowledge of appropriately developing the right Florida native plant habitat for successfully demonstrating the beauty and function of Florida native planting design.

It is our pleasure to offer you the following proposal for our Landscape Architectural services. We appreciate your consideration for this project and look forward to having the opportunity to work with you. If you have any questions or comments regarding this proposal, please do not hesitate to contact either one of us.

Respectfully,



Gage Couch, ASLA



Rebecca Bradley, PLA, ASLA

EXHIBIT "A"**SCOPE OF SERVICES****1.4.1 Native Planting Design Plans**

Following an initial site walk and review of pre-design questionnaire from the Client. Cadence will prepare a preliminary planting and plant palette list. Upon final sign-off of approved preliminary plan, Cadence will produce full construction documents with planting installation plans. This phase of work will also consist of the following to fully communicate the design and benefit of a Florida native plant garden:

DELIVERABLES:

- a. distribute online pre-design Client questionnaire
- b. preliminary planting plan
- c. illustrative planting plan for presentation
- d. final planting plan for installation
- e. order of cost magnitude study
- f. one (1) educational sign, prepared copy and sign detail information (shop drawings by others)

SERVICES:

- a. two (2) site visits
- b. one (1) progress/coordination meeting with the Client and County via zoom
- c. general project administration

**EXHIBIT “B”
SCHEDULE OF SERVICES**

The Landscape Architect shall begin providing Landscape Architectural Services on the Project promptly upon the receipt of a written notice to proceed and deposit, and shall perform its Services as expeditiously as is consistent with the standard of care described in section 1.1 of the Agreement. All time frames are subject to the Client’s cooperation in accordance with the provisions of sections 1.4 and 2.3.

Design Services	Fees
LANDSCAPE ARCHITECTURE - NATIVE PLANTING DESIGN AND SIGNAGE	\$5,500.00
IN-KIND DESIGN SERVICES DONATED	-\$1,500.00
INSTALLATION OBSERVATION (up to 4 hours total)	\$500.00
Total	\$4,500.00

*All bidding, permitting and construction administration assistance services are subject to hourly fees “Exhibit C”. Upon Client request “Not To Exceed” estimates for these services can be provided.

**Any additional master planning requests outside scope listed within are subject to on-going hourly master plan consulting fees. “Exhibit C”

***Irrigation plans not included

Payment Schedule

1. Executed Contract and \$2,000.00 deposit is due prior to work commencing
2. \$2,000.00 payment due upon delivery of Planting Design services
3. Installation Observation Services to be billed hourly, see Exhibit “C”

EXHIBIT "C"

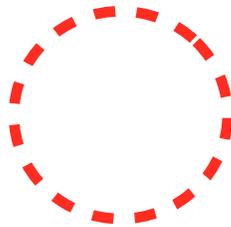
**LANDSCAPE ARCHITECT'S HOURLY
COMPENSATION RATES SCHEDULE**

Principal	\$215/hr
Professional Landscape Architect	\$195/hr
Designer	\$120/hr
Draftsman	\$85/hr
Clerical	\$55/hr

EXHIBIT "D"

LIMIT OF WORK SITE PLAN

Exterior area to be designed as outlined in the below aerial image.



**STANDARD AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS
SHORT FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
LANDSCAPE ARCHITECT AND CLIENT**

Preliminary Provisions

Date

This Agreement is made as of March 16, 2021 between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

PELICAN ISLAND AUDUBON SOCIETY
ORGANIZATION

195 9TH STREET SOUTHEAST / VERO BEACH / FLORIDA / 32962
ADDRESS / CITY / STATE / COUNTRY

RICHARD BAKER, PH.D
PRESIDENT

Landscape Architect

CADENCE COLLECTIVE, LLC
NAME

435 N ANDREWS AVENUE / SUITE 2 / FORT LAUDERDALE / FLORIDA / 33301
ADDRESS / CITY / STATE / ZIP

954-766-4572 REBECCA@CADENCE-LIVING.COM
CONTACT INFORMATION

Project

The project encompasses the round-a-bout area shown dashed in red in Exhibit "D". The project shall be designed with the intent for both aesthetic and educational value in this highly visible entry. The following will be considered for the planting design of the space:

- Ease of long term maintenance and reduction of water usage
- Demonstration showing the artful way Florida native plants can be textured and layered for maximum curb appeal
- Attractive to Native butterfly and pollinators

Compensation

Compensation for the Scope of Services to be performed under this Agreement shall be the Stipulated Sum of \$4,500.00 plus Supplemental and/or Reimbursable Expenses as defined in Article 4 and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client, shall be compensated on the basis of a negotiated fee provided in an amendment to this Agreement, and in accordance with the provisions of section 1.3.

CLIENT'S INITIALS _____

Article 1**Landscape Architectural Services****1.1 Standard of Care**

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

The scope of services to be provided by the Landscape Architect under this Agreement are described in Exhibit "A." In describing the Scope of Services and Supplemental Services under this Contract, the parties acknowledge and agree to the following:

- document deliverables will be prepared utilizing AutoCAD 2020 or newer
- all drainage systems, waste water treatment and distribution, utility services and site road construction to be provided by Civil Engineer
- the Client and project Architect will provide an accurate base file, current site survey, including existing vegetation and architectural floor plan data
- the project Architect will be designing and documenting all canopies attached to buildings or other architectural elements integrated into the building systems
- the Client will be responsible for leading and managing any building permit submittals. Cadence will provide General Contractor with all required landscape drawings for City submittal processes.
- electrical engineering required for landscape related elements (such as irrigation controllers, water features, accent lighting, etc.) will be engineered and documented by the Client's selected MEP Engineer, Cadence will supply necessary power requirements to this engineer for their documentation purposes
- any waterproofing systems will be designed and documented by Architect or engineer

The parties acknowledge and agree that the following services are beyond the Scope of Services provided in this Contract and will not be provided by Cadence:

- structural engineering drawings for pool, walls, footers, concrete pads, etc.
- mechanical, electrical or plumbing drawings
- landscape and hardscape material and/or installation fees

1.3 Supplemental Services

Supplemental Services are in addition to the basic Scope of Services and, when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include, but are not limited to:

- scale models and renderings
- special studies or reports
- life cycle cost analyses
- permitting services beyond those described in Scope of Services, Exhibit "A"
- representing the Client at neighborhood and/or community meetings or design review hearings

CLIENT'S INITIALS _____

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.

1.6 Opinions of Probable Construction Costs

Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

Article 2**Client's Responsibilities****2.1 Information**

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

CLIENT'S INITIALS _____

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

Article 4

Landscape Architect Compensation

- 4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.
- 4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.
- 4.3 Payments to the Landscape Architect shall be based on the Schedule of Services provided in Exhibit "B" herein, and shall include payments for Reimbursable Expenses incurred.
- 4.4 Payments are due and payable upon receipt from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 30 days after invoice date shall be deemed overdue and shall accrue 7.5% simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

Article 5

Indemnification

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys' fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the

CLIENT'S INITIALS _____

joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

Article 6 Dispute Resolution

- 6.1** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.
- 6.2** Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7 Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8 Other Terms and Conditions

8.1 Plant Material

Landscape Architect will exercise reasonable judgment based on their skills and experience as Landscape Architects to select plant material that is appropriate for the location. Plants are living organisms which are meant to grow and evolve over time. In order for the proposed plant material to establish and thrive within their new environment, all plants shall be of acceptable industry standards, adhere to the provided planting specifications, and be appropriately installed. Proper and routine maintenance shall be ensured by the Client in order for plants to survive and reach the maximum growing potential. A recommended maintenance best practices manual can be shared upon request.

8.2 Force Majeure

Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

CLIENT'S INITIALS _____

8.3 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.5 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Exhibits

The following Exhibits are incorporated in and made a part of this Agreement:

- "A" Scope of Services
- "B" Landscape Architect's Schedule of Services
- "C" Landscape Architect's Hourly Compensation Rates Schedule
- "D" Limit of Work Site Plan

Landscape Architect



 CADENCE COLLECTIVE, LLC

March 16, 2021

 DATE

Client

 PELICAN ISLAND AUDUBON SOCIETY

 DATE

This agreement is based on the American Society of Landscape Architects (ASLA) standard short form contract.

CLIENT'S INITIALS _____