

**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

June 15, 2023

TO: Indian River County Fire District
Attn: Chief David Rattray

RE: Proposal for Architectural Services Station #11 Remodel Additional Services
Comm. #100221VB

Dear Chief Rattray:

This letter shall serve as our proposal and agreement for the preparation of documents necessary for construction of the additional work discussed at our onsite meeting on May 24th.

I. SCOPE

To provide construction documents for Station #11 remodel, which would now in addition include replacing all ductwork on the dorm side with spiral exposed ductwork. Replace all water damaged drywall ceiling, seal up all penetrations, repaint ceiling. Provide spray Icynene insulation in the attic of all conditioned spaces. In addition, all of the hot and cold copper water piping should be replaced with polypipe overhead in attic space.

II. ARCHITECTS BASIC SERVICES

The Architect shall provide full permit documents for construction. Documents and services provided by the Architect and his employed Structural, Mechanical, Electrical and Plumbing Engineering sub-consultants will include the following:

- 1) Data collection, additional field verifications, and meetings as required.
- 2) Construction documents for code compliance and remodeling.
- 3) Address plan review comments and make revisions as required.
- 4) Assist in obtaining construction bids, bidding administration., addendums as needed.
- 5) Construction administration shall be for periodic construction observations twice monthly, RFI responses, submittals review, review of pay applications and any changes in the work. A punch list and final inspection will also be done.

III. FEES FOR BASIC SERVICES

7% of \$193,750 anticipated construction cost = \$13,562.50 plus MEP fee \$6,000 = \$19,562.50.
See attached opinion of cost.

Schematic Design / Design Development	\$6,062.50
Construction Documents	\$11,500
Bidding/Permitting	\$1,000
Construction Administration	<u>\$1,000</u>
Subtotal	\$19,562.50
Reimbursable Expenses (estimated)	<u>\$1,000</u>
Total	\$20,562.50

IV. PAYMENTS TO THE ARCHITECT

The architect shall invoice for completed work of the design team as they are incurred. Payments due the architect under this agreement shall bear interest at the rate of 1.5 percent per month commencing 30 days after the date of billing. If payments due the Architect are not received within the 45 days of invoice, the Owner agrees to assume responsibility for the cost of all required collection services, legal fees, mediation services, and court costs, incurred in the interest of collecting these fees. Venue shall lie in Indian River County.

V. ASSUMPTIONS

- A. Utilities are readily available (water, sewer, electric). No offsite modifications will be required.
- B. All Civil Engineer fees, if necessary, will be by Owner.

VI. OWNER'S RESPONSIBILITIES

- A. Your office, by way of the management office, must furnish all available documents, access to the site for field verifications.
- B. Your office must pay all applicable fees to agencies having jurisdiction over this project.
- C. Owner shall be responsible for all reprographic services for construction documents.

VII. ARCHITECT'S HOURLY RATE SCHEDULE

Principals: John Binkley, Gregory Edlund	\$165.00 per hour
Registered Project Architects	\$125.00 per hour
Intern Architects	\$105.00 per hour
Technical level one - Senior CADD Designer	\$ 85.00 per hour
Technical level two – CADD Designer	\$ 75.00 per hour
Technical level three – CADD Technician	\$ 65.00 per hour
Clerical and Accounting	\$ 50.00 per hour

VIII. ADDITIONAL SERVICES

The following services may be provided when authorized by the Owner. The Owner will compensate the Architect at the rates stipulated in Article VII.

- 1) Interior decorating.
- 2) Consultation concerning replacements of any work damaged by fire or other cause during construction.
- 3) Making revisions in drawings, specifications or other documents when such revisions are inconsistent with instruction previously given by the Owner or any agent authorized by the Owner.
- 4) Preparing as built drawings showing significant changes in work during construction or immediately after building completion.
- 5) Providing or attending any board or agency presentation or negotiation at City, County or any permitting agencies having jurisdiction over the project.
- 6) Providing detailed preliminary cost data prior to construction documents.
- 7) Specialized engineering studies and design.
- 8) Security and surveillance systems design, billed at cost plus 15%.
- 9) Special consultants outside the normal mechanical, electrical, and plumbing services, billed at cost plus 15%.
- 10) Additional site visits beyond those stipulated in Article II.

IX. REIMBURSABLE EXPENSES

Any expenses related to additional services due to a change in scope or program will be invoiced, as incurred, to the Owner at the following rates:

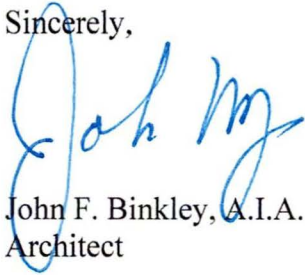
- 1) Mileage at \$0.58 per mile.
- 2) In House 24" x 36" prints at \$1.50 each.
- 3) Outsourced printing services; a multiple of 15% direct cost.
- 4) Special postage or mailing; a multiple of 15% direct cost.
- 5) Photocopies at \$0.20 per sheet.
- 6) CD's with PDF files of drawings to Owner and Contractors at \$5.00 each.

X. GENERAL

- A. As an instrument of service, all original documents remain the property of the Architect and may not be reproduced in any form or modified fashion, without the written consent of the Architect.
- B. Invoices will be based on completed work for the services defined in Article I plus any additional services and reimbursable expenses accumulated during that period. Note: Architect's Reimbursable Expenses are listed in Article IX of this agreement.
- C. Regular invoicing will be at two-week intervals. Payments due the Architect under this agreement shall bear interest at the rate of 1.5 percent per month commencing 30 days after the date of billing. If payments due the Architect are not received within 45 days of the date on the invoice, the Owner agrees to assume responsibility for the cost of all required collection services, legal fees, mediation or court costs, incurred in the interest of collecting these fees.
- D. In the event of any delinquent or disputed invoices, the Owner agrees that the Architect and his Professional Consultants may cease all ongoing efforts on the project until the outstanding invoice is paid or legally adjudicated.
- E. Disputes regarding this agreement shall be settled in the following order of precedence: Party to Party, Mediation, and Legal Adjudication. This agreement can be terminated by either party with (7) seven calendar day's written notice. The Architect and his subcontractors shall be compensated for all work completed up to the date of termination notice, including any reimbursable expenses incurred to the date. Venue shall lie in Indian River County.
- F. The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect, Architect's employees and Architect's consultants make no representation or warranty that every and all conditions will be discovered.
- G. EDB maintains Professional Liability insurance. In recognition of the relative risks, rewards and benefits of the Project to both the Owner and EDB, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of EDB to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate limit of EDB to the Owner shall not exceed \$10,000.00, or EDB's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any liability or cause of action for professional liability however alleged or arising unless otherwise prohibited by the laws of the State of Florida. Please note: According to Florida Statute 558.0035 an individual employee or agent may not be held individually liable for negligence.

If you have any questions regarding this agreement, please call. Please initiate this agreement and return one copy to the architect to authorize commencement of the project.

Sincerely,



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

Date _____

Accepted _____
Owner



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IRCFD Station #11 Remodel Additional Services

Opinion of Cost

May 31, 2023

I. Construction Costs

A. Remove ductwork, SAT ceiling, remove damaged drywall/dump fees	\$20,000
B. A/C Duct replacement	\$75,000
C. Replace/repair drywall ceiling/repaint	\$25,000
D. Poly-Icynene roof insulation	\$15,000
E. Re-pipe all copper water lines with polypipe/patch/drywall	\$20,000
F. Contractor's general conditions P&OH	<u>\$38,750</u>
Subtotal I	\$193,750

II. Other Costs

A. Architectural / Engineering Fees	\$193,750 x 7% =	\$13,562.50
B. Mechanical/Electrical/Plumbing Consultant Fees		\$6,000
C. Permit Fees/Misc.		\$2,500
D. Furnishings/Equipment		TBD
E. Construction Contingency Recommended	10% of \$193,750 =	<u>\$19,375</u>
Subtotal III		\$41,437.50

Project Grand Total \$235,187.50

NOTE: Opinions expressed in this report represent the professional opinion of the firm of **Edlund, Dritenbas, Binkley Architects and Associates, P.A. (EDB)** who have used that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. **EDB Architects, P.A.** does not warrant that this opinion of probable construction cost will not vary from actual costs incurred by the client.