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Building Department

September 5, 2018

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Architecture

Planning

Preservation

Programming

Mike Reals, Director of Public Works
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

RE: City of Fort Pierce Building Department -
Third Floor Parking Garage Office Build-Out
Don Bergman Architecture Project No. P18-011

Dear Mr. Reals;

Thank you for the opportunity to submit this contract Proposal. This Agreement shall serve as authorization for Don Bergman Architecture LLC (DBA), hereafter referred to as the "Architect", to provide professional services for the City of Fort Pierce Purchasing Department, hereinafter referred to as "Client".

Project Description: The proposed project will consist of approximately 8,225 square feet of the existing 3rd floor office space of The Sunrise Center building, adjacent to and to the east of the existing City Hall. Anticipated spaces to be included in the build-out include a Customer Lobby & Waiting area, Customer/Staff Conference Room, Customer Service Counter and office space for 2 Permit Techs, cubicle spaces for Inspectors and Permit Staff, a Training Room with a folding partition to divide the room into two smaller spaces, Offices for the Building Official, Deputy Official, Executive Assistant, CRS Coordinator, Department Coordinator, Plan Review, a Code Library, a "War Room" for departmental meetings with staff, Records Storage, a Staff Breakroom, public HC accessible toilets, and Staff toilets.

The Basic Services Scope of Work to be performed by this office (and our consultants) based on the above information, contemplates use of terms and conditions within the AIA Document B141, Owner-Architect Agreement (1987 ed.) unless otherwise provided herein. We propose the following as our Scope of Work and Basis of Compensation for this work:

I. SCOPE OF WORK - BASIC SERVICES:

A. Concept Diagrams:

1. Utilizing the approved Space Program, Master Plan concept diagrams will be developed to utilize graphically key elements of the site, the building(s) and the overall functional placement, internal relationships, circulation and work flow of the various spaces.
2. DBA will attend up to two (2) meetings to review concept diagrams and incorporate comments into a Final Concept Diagram.

B. Schematic Design:

1. Utilizing the approved Final Master Plan Conceptual Diagram, a Schematic Design package including an architectural floor plan will be developed for your use in establishing a design image for the building, a construction budget for the project; for our use in obtaining engineering

fees and for our use in providing you an overall fixed fee for the construction documents.

2. DBA will attend a final meeting to review the Schematic Design and receive final comments.
- C. Design Development: Prepare dimensional floor plan indicating areas of new construction and renovation, with finish schedule and notes.
- D. Construction Documents: Prepare architectural drawings depicting major design features, materials and finishes, along with related structural, electrical, plumbing and HVAC plans, schedules, risers and notes required for building permit.
- E. Bidding/Negotiation: Distribute plans to Contractor, issue clarifications to bidders as required, receive bids, assist in final negotiation of general construction contract.
- F. Contract Administration: Provide monthly visit to site during construction, architectural shop drawing review and preparation of final project close out (punch-list).
- G. General:
 1. Our Scope of work shall extend to a point five (5) feet from the building perimeter and connect to existing or new utility services.
 2. The Architect is not responsible for the discovery, abatement or removal of asbestos or toxic materials.

II. BASIS OF COMPENSATION:

The Client, the City of Fort Pierce Purchasing Department, will compensate Don Bergman Architecture (DBA) for the services outlined in the Scope of Work as follows:

A. Initial Payment:

No initial payment will be required upon execution of this Agreement.

B. Basic Compensation:

We propose to provide Basic Services as outlined in Paragraph I, for a fee of Fifty Two Thousand Three Hundred Sixty Dollars (\$52,360.00), plus reimbursable expenses.

C. Method of Payment:

1. Invoicing will be monthly, based upon the percent of services provided plus reimbursable expenses. Payment is due when invoice is provided; delinquent after 30 days.
2. There is no finance charge upon amounts due which are paid within thirty (30) days. A periodic rate of 1.5% per month (an annual percentage rate of eighteen percent (18%) simple interest per annum on the unpaid balance) will be charged to the Client's account each month and added to the balance which remains unpaid after thirty (30) days.

3. Payment in full for services performed to date must be received by this office prior to the submittal of signed/sealed/dated construction documents for the building permit and/or agency review.

III. REIMBURSABLE EXPENSES:

- A. Additional costs and expenses (i.e., large copy items, color prints and plots, express deliveries, out-of-town travel expenses including meals and lodging) will be billed at a multiplier of 1.2 times the amounts expended by the Architect, the Architect's employees and consultants in the interest of this project.

IV. ADDITIONAL SERVICES:

- A. The following are not part of Basic Services, but are available if needed and authorized by Client:
 1. Any services beyond those outlined in Basic Services, Paragraph I.
 2. Cost estimating and/or value engineering.
 3. Preparation of agency submittals and attendance at hearings/meetings required for approvals.
 4. Interior Design.
 5. Telephone/Communication/Security System/Lightning Protection design.
 6. Preparation of Record Drawings, electronic format floppy or compact disks, electronic transfer and/or archive storage or retrieval of documents.
- B. Basis of Compensation:
 1. For Additional Services of the Architect, as authorized by the Client, compensation shall be based upon a mutually agreed upon fee.
 2. For Additional Services of Consultants, as authorized by the Owner, compensation shall be computed hourly at a multiple of 1.1 times the amount billed to the Architect for such services.
- C. It is understood and agreed that changes required due to the untimely receipt of Client provided information will be considered as Additional Services.

V. GENERAL:

- A. Client: Client confirms that neither DBA nor any of DBA's Consultants or subcontractors has offered any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by DBA or any of DBA's subconsultants or subcontractors, as a consequence of DBA's entering into this Agreement with Client.
- B. Assignment: No assignment, transfer or subletting of any party's rights, interests or obligations shall be allowed without the prior written consent of the other party.

- C. Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

The Client shall be permitted to retain copies, including reproducible copies or drawings and specifications for information and reference in connection with Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on other projects, for additions to the project, or for completion of the project by others, except by Agreement in writing and with appropriate compensation to the Architect.

- D. Satisfaction with Services: Payment of any invoice by the Client to the Architect shall be taken to mean that the Client is satisfied with the Architect's services to the date of payment and is not aware of any deficiencies in those areas.

- E. Disputed Invoices: If the Client objects to any portion of an invoice, the Client shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify, in writing, the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

- F. Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

- G. Termination: The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. In the event of any termination, the Architect will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Architect as a result of such termination.

If the contract is a fixed fee, the amount payable will be a proportional amount of the total fee based on the percentage of work complete as determined by the Architect.

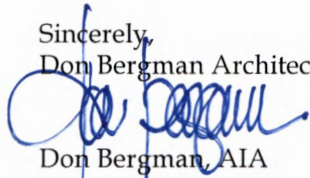
To the maximum extent permitted by law, Client agrees to limit Don Bergman Architecture's liability for Client's damages to the aggregate sum of One Thousand Dollars (\$1,000.00) or Don Bergman Architecture's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted and applies to Don Bergman Architecture's agents, employees and principals.

If you have any questions or comments regarding this Proposal, please call. This fee is valid for a period of thirty (30) calendar days from the date of this Proposal. Your acceptance may be

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indicated by signing, dating and returning one (1) copy of this letter, along with the initial payment. Work will be scheduled upon receipt of the signed Proposal and initial payment.

Sincerely,
Don Bergman Architecture LLC



Don Bergman, AIA
President

DLB/nsr

Authorization to provide the above services:

Signed: _____

Name: _____

Title: _____

Date: _____