



ARCHITECTS DESIGN COLLABORATIVE LLC

September 25, 2025
Sent Via Email: Mgarcia@cityoffortpierce.com
Attn: City of Fort Pierce
C/O Miriam Garcia, Redevelopment Specialist
Community Redevelopment Agency
100 N U.S. 1 Fort Pierce, FL 34950

RE: Proposal for A/E Design Services
FPRA – 4th Floor Sunrise Event Center
300 Orange Ave, Fort Pierce FL 34950

Dear Ms. Garcia,

It is with great pleasure that we present you with this proposal for professional services for the Sunrise Event Center (hereinafter Project) to be located on the property described herein, on behalf of ARCHITECTS DESIGN COLLABORATIVE (hereinafter, Architect). This proposal is based on correspondence and preliminary design plans provided.

Our services will include the production of Architectural Design & Contract Documents with Limited Contract Administration. These services are contingent upon receiving timely building documentation, all as required to perform the services proposed herein. Upon your signature and upon receipt of documentation requested, this proposal will serve as our agreement for services.

ARCHITECTURAL SERVICES AGREEMENT

This proposal is for Architectural & MEP Design Services only. Other disciplines may be required to submit plans and specifications for construction permit(s); those services are not a part of this proposal. No services are provided for off-site work or engineering. No Re-Zoning is required or included and no non-conforming issues have been identified or included. Owner warrants that they/their representative is knowledgeable and capable of interpreting these documents and verifying that the Project's Design Requirements have been met.

The Owner is advised that all construction components for this project will be designed to the 2023 Florida Building Code 8th Edition code requirements; unless higher standards of design quality have been requested in writing.

ARTICLE 1: PROJECT UNDERSTANDING & SCOPE

It is our understanding that the Owner desires to develop the schematic design documents into design development and construction document for bidding and permitting. The project involves the first-generation build out of a gray shell tenant space located on the 4th floor of the sunrise center building. The design intent is to develop the approximate 7,800 SF space into a functional event center.



ARTICLE 2: FEES AND BASIC SERVICES

The Architect will prepare design and construction documents, including specifications, with sufficient detail for bidding and for submission by other to the permitting agency. Using State of Florida DMS guidelines and other references, and based on an estimated construction budget of \$1,655,648, we propose a lump-sum fee of \$93,395 for these services. A \$22,500 credit is included for schematic design work already completed. Services include meetings with the Owner's Representative and coordination with the Owner's consultants.

2.1 Design Development

1. Prepare design development documents based on the schematic design plans that establish the overall architectural design, systems layout, and project specifications.
2. Coordinate design intent with the Owner's Representative and other consultants to ensure integration of architectural, mechanical, electrical, plumbing, systems.
3. Participate in meetings and discussions with the Owner's Representative and County staff as needed.

2.2 Construction Documents

1. Prepare detailed Architectural Construction Documents and Specifications for submission for bidding and Building Department by others for permit approval.
2. Coordinate Mechanical, Electrical, and Plumbing Construction Documents and Specifications for permit submission.
3. Ensure the Architect's documents are fully integrated with those of the Owner's other consultants.
4. Review and respond to County Building Department comments and make corrections required for permit approval.

2.3 Post Design Services: Contract Administration (CA) TBD

1. Attend Owner Architect Contractor (OAC)
2. Respond to Requests for Information (RFIs) from the field and provide telephone support.
3. Provide shop drawing review: Architect shall only review "Deferred Submittals" and Architect "Requested Submittals", and only after they have been reviewed and approved by the General Contractor (GC). Architect shall rely on the GC's stamp of approval as verification that all requirements of the Contract Documents have been met. Architect shall review shop drawings for compliance with design intent only, and mark them as "Reviewed" with appropriate notations (as needed). Architect will not review shop drawings for installations, materials, fixtures and or equipment that are "As Specified" in the contract documents.
4. Provide supplemental drawings, specifications and sketches as needed to further clarify design intent.
5. Observation of progress of construction, these may be concurrent with OAC Meetings.
6. Cursory Review of General Contractor's Requisition for Payment.
7. Construction Time for this project is TBD

ARTICLE 3: SERVICES NOT INCLUDED

Revisions to Design and/or Construction Documents due to Zoning and Planning Code and or Building Code Revisions subsequent to the completion of documents; and revisions or re-



design due to change of scope or change of mind of Owner, will be invoiced as an additional service upon written authorization from the Owner.

The following services are not included and shall be provided as an additional if requested by owner.

- 3.1 Threshold Inspections or Special Inspector Services.
- 3.2 HVAC/ Enhanced Commissioning
- 3.3 Construction Cost Estimating
- 3.4 Identifying or management of any environmental or other contaminants found in building or site.
- 3.5 Redesign due to Unforeseen or differing site or building conditions, which require changes to plan or layout.
- 3.6 Threshold Inspections or Special Inspector Services.
- 3.7 Redesign due to Unforeseen or differing site or building conditions, which require changes to plan or layout.
- 3.8 Structural Engineering or load analysis and calculations for foundation design other than spread or monolithic footing.
- 3.9 Permits, permit fees and permit processing are the responsibility of the Owner / Contractor.
- 3.10 Permit Expediting, Expedite building review comments with the plans processor(s).
- 3.11 Construction Observation beyond that provided in Article 2 will be provided on a per visit basis at \$600 per visit, inclusive of field observation report, unless otherwise noted.
- 3.12 Special Documentation for presentations or review process including but not limited to: Photometrics, renderings, 3D studies or models, videos, site and or project photographs, as-built drawings, building department archive retrieval, etc. (Except as otherwise noted).
- 3.13 Book Specifications or Project Manual.
- 3.14 Audio Visual Engineering / Theatrical Media Engineering
- 3.15 Review and recommendations on Value Engineering proposals.
- 3.16 Review, design or installation of Digital or Analog Communications, Networking, Security and Electronic Surveillance Systems.
- 3.17 Design of Fire Alarm and Fire Suppression Systems.
- 3.18 Review of Shop Drawings (Except as stipulated in Article 2).
- 3.19 Preparation of Shop Drawings.
- 3.20 Handling and processing of any submittals except as stipulated in Article 2.
- 3.21 Review of Shop Drawings except for those required in the Deferred Submittals Schedule shown on Construction Documents and or required by Architect.
- 3.22 "As-Built", Post Construction, Drawings.
- 3.23 Signage Design & Installation.

ARTICLE 4: PROGRESS PAYMENTS TO THE ARCHITECT

Progress payments for the Architect's services shall be made up to and after the completion of items below as noted below, in proportion to services performed. Payments are due and payable upon presentation of Architect's invoices. The milestone payments listed below are a guide to the proportion of services rendered relative to the total contract amount for the



Owner's payment budget purposes. The Owner shall not withhold amounts from Architect's compensation to impose penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of the changes in the Work.

4.1	Initial Payment.....	\$	0.00
4.2	Up to Completion of 2.....	\$	37,500.00
4.3	Up to Completion of 2.2.....	\$	56,000.00
	Sub Total:	\$	93,500.00
4.4	Reimbursable Expenses Allowance.....	\$	3,000.00
4.5	Post Design Service: CA (2.3).....	\$	<u>TBD</u>
	Grand Total:	\$	96,500.00

ARTICLE 5: ADDITIONAL SERVICES

All professional services not included as part of the Basic Services above shall be considered additional services and will be provided upon written authorization from the Owner and shall become due and payable when invoiced at the following hourly rates.

Principal's Time.....	\$250 per hour
Associate's Architect Time.....	\$190 per hour
Project Manager's Time.....	\$185 per hour
Interior Designer Time.....	\$125 per hour
Interior Designer Assist. Time.....	\$ 90 per hour
BIM / CADD Tech Time.....	\$ 90 per hour
Clerical Time.....	\$ 60 per hour
Sub-Consultant's Time.....	\$ Rate per hour x 1.2

ONE TIME SERVICE-The Owner will review and sign completed design plans as acceptance of Final Design Documents. All revisions or changes to the original layout/design drawings caused by change of mind, concept, approving agency comments, or Municipal/County Review Committee other than Building Department Plan Review that are not a code violation, shall be considered as additional services and invoiced accordingly.

ARTICLE 6: REIMBURSABLE EXPENSES

All Printing will be reimbursable. All other "Out of Pocket" expenses will be billed at 1.2 times direct cost and become due and payable when invoiced. All travel expenses will be invoiced at cost, plus time (portal to portal).

ARTICLE 7: OWNERSHIP OF DOCUMENTS

Plans are instruments of service and protected under common law copyright and shall remain the property of Architect. The only CAD files that will be released are the "floor plan(s)" for the Owner's internal use; no elevations, details, MEPs drawings, etc., will be provided as CAD files. Should Owner desire a record copy of the plans in electronic media they shall be provided in PDF format. The user of these plans, "i.e." the Owner will utilize these plans as per the intent of this contract "only". Any use of the designs outside this Contract shall be approved by Architect, in writing, prior to usage or conveyance by the



Owner. Architect will provide copies of all Site Plan Approval Document PDF files requested by the Owner. Owner will use the Site Plan Approval Documents for this project at this site only.

Architect assumes no liability for the unauthorized use of its instruments of service or for any variation from original drawings and specifications. Architect grants to the Owner a nonexclusive license to use Architect's Instruments of Service solely and exclusively for purposes of preparing plans and specifications, constructing, using, maintaining, altering and adding to the project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due. The license granted under this section permits the Owner to authorize contractors, subcontractors, sub-subcontractors, and suppliers, as well as the Owner's consultants, to reproduce applicable portions of the Instruments of Service, solely and exclusively for use in performing services or construction for the project.

ARTICLE 8: GOVERNING LAW

This Agreement has been entered in St. Lucie county, Florida, and all questions concerning the validity, interpretation or performance of any of the parties hereto shall be governed by and resolved in accordance with the laws of the State of Florida.

ARTICLE 9: TERMINATION, SUSPENSION OR ABANDONMENT

If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for the suspension of performance of services under this agreement. If the Architect elects to suspend services, the Architect shall give fifteen days written notice to the Owner before suspending services for Owner to cure non-performance. In the event of suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends or terminates this Agreement for its convenience, the Owner shall compensate Architect for services performed prior to termination, together with Reimbursable Expense then due and all Termination Expenses, defined as follows: Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Architect's termination of consultant's agreements.

Owner further agrees to hold harmless and defend Architect for any and all damages in connection with this contract in the event of termination or abandonment. The Architect shall give seven days written notice to the Owner before suspending services In the event of abandonment (defined as inactivity for a period greater than 90 days) Architect shall be compensated for all services performed up to and including the 91st day of abandonment; including Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Architect's termination of consultant's agreements and the contract shall be deemed terminated.



ARTICLE 10: TIME OF COMPLETION (SERVICES)

Architect and its Consultants will make every attempt to adhere to the requested time frame for design & preparation of the Architectural elements of the site plan application package. We propose to complete the work described on a timely basis as discussed. The Owner is advised that our target dates contain factors beyond our control, such as: Owner review time requirements; permit application process by others and staff review comments and responses. If the services covered by this Agreement have not been completed within (12) months of the date of contract execution date stated herein, through no fault of Architect, the amounts of compensation, rates and multipliers set forth herein shall be equitably adjusted. The work under this contract is complete upon achieving Substantial Construction Completion or in the event of abandonment.

ARTICLE 11: OWNER'S AGENTS AND OTHER CONSULTANTS

The Owner agrees that Architect shall have no responsibility for any portion of the project analyzed or designed by the Owner's agents or other consultants. Architect shall not be required to check or verify agents' or other consultants' documents but, shall be entitled to rely on the accuracy and completeness thereof as presented, as well as the compliance of such documents with applicable laws, codes, statutes ordinances and regulations. The Owner agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend Architect from any damages, liabilities, or costs (including reasonable attorney's fees and defense costs) arising in any way from the services performed by any agents or consultants engaged by the Owner.

ARTICLE 12: DISPUTES & LIMITATION OF LIABILITY

12.1 Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines Prior to resolution of the matter by mediation or by binding dispute resolution. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.



12.2 In the event any amount due under this contract is referred to an attorney for collection, or in the event of any litigation arising directly or indirectly from this contract, the prevailing party shall be entitled to recover reasonable attorney's fees for such collection or litigation and the costs and expenses incurred in connection therewith, either prior or subsequent to the institution of litigation, or prior to subsequent judgment, including, but not limited to appellate proceedings, and whether in judicial proceedings or otherwise. All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this agreement or the breach thereof, which are not resolved by mediation or otherwise, shall be decided by a court of law having jurisdiction [St Lucie County] thereof. Furthermore, it is agreed that in the event of finding(s) against this office, our total liability will be equal to the amount of moneys collected in accordance with fees stated herein. This limitation applies regardless of the cause of action or legal theory plead or asserted.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE PARTIES UNDERSTAND AND AGREE THAT THE ARCHITECT'S EMPLOYEES OR AGENTS MAY NOT BE SUED OR HELD INDIVIDUALLY LIABLE FOR NEGLIGENT PERFORMANCE OF THIS AGREEMENT.

ARTICLE 13: INTEGRATION

This Agreement represents the entire agreement between the parties. There are no representations or warranties other than as specifically enumerated herein. This Contract cannot be assigned without prior mutual consent of the parties.

ARTICLE 14: OTHER PROVISIONS

- 14.1 Advertisements: Owner shall include acknowledgment of Architect; on project site signage, on all project promotional materials as of the date of this agreement, whether paid or unpaid. Architect may include name, likeness or description of the project in any advertising or promotional media of the Architect. Architect, at their election, may post signage on the project site.
- 14.2 Value Engineering: The Owner shall pay for all cost(s) associated with changes to the contract documents as a result of "Value Engineering" after the design phase of the project has been completed regardless of party initiating the Value Engineering. Such changes shall be approved by the Owner prior to work being initiated. Owner is advised that "Value Engineering" is a term of art that has differing meanings and may result in savings that are based on reduced performance or inferior materials than those specified.
- 14.3 Outside Consultant's Fees:
Owner shall be responsible for hiring and paying any fees related to outside consultants.



ARTICLE 15: ACCEPTANCE

If the terms of this proposal meet with your approval, please sign the proposal, initial each page and return same to this office along with initial payment and documents required as acceptance of the terms and the fees stipulated herein. All fee quotations valid for thirty (30) days, contracts signed beyond thirty (30) days subject to revision of quotation. Within two weeks of receipt of Initial Payment architect shall add project to the firm's work schedule and commence to preparation of documents for work on this project. We look forward to working with you and wish you every success in this venture.

Very Truly Yours
ARCHITECTS DESIGN COLLABORATIVE
ARCHITECTURE URBAN DESIGN PLANNING INTERIORS



Daniel Diaz, NCARB, AIA
Principal-Partner
FLORIDA REG NO. AR-97839

RO/GM/JO
C: File: D:\Dropbox\ADC Architects\ADC Contracts\250129_FtPierce_Event Center\AE Proposal Construction Documents\25_09-26_MGarcia_The Sunrise Event Center_AE_LS.odt

Accepted by:

Owner or authorized representative (Agent with legally binding authority).

This instrument is intended to produce privity with Owner of said real property.

A Notice to Owner will be sent on any project where Owner is not in 'privity' with Architect.

Community Redevelopment Agency

By: _____

Its: _____

Dated this _____ day of _____, 2025.

Please make Checks payable to:
ARCHITECTS DESIGN COLLABORATIVE LLC



