



JOSEPH POZZUOLI ARCHITECT, P.A.

AA26003787

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January 9, 2020

JPA Project No. 220103

City of Flagler Beach
Attn. Larry Newsom /City Manager
105 S 2nd St.
Flagler Beach, FL 32136
(386) 517-2000 ext. 222
lnewsom@cityofflaglerbeach.com

RE: Funky Pelican Dumpster Enclosure, Flagler Beach, FL

Dear Larry,

We appreciate the opportunity to present this proposal to the City of Flagler Beach ("Client") to provide Architectural and Engineering Services that are required for the development (permitting) of this exciting New Exterior Addition. This letter will serve as my firm's proposal and upon acceptance will become our agreement. Thank you for this opportunity to be your Architect for this creative venture.

Sincerely,
Joseph Pozzuoli Architect

We at JPA envision projects thoroughly tailored to the functional necessities of our clients, all the while exhibiting a freshness of form and innovative design on the leading edge of both construction and environmental technologies (Building Green). Based upon our knowledge of the Architectural program requirements for this project, along with our knowledge of the Permitting process within the City of Flagler Beach, Joseph Pozzuoli Architect, P.A. (JPA) are confident that with the cooperation of the project's other Consultants, your project goals can be met on time and on budget. Our clients take part in the design process and benefit from a range of services such as feasibility studies, contractor selection, construction management, site observation and interiors.

Architecture Matters: Design, Create, Inspire.
"We're designing places where people want to be"

Services will commence promptly after the receipt of the executed Agreement and a \$ 3,500.00 deposit fee. The general provisions for this proposal are based on the applicable portions of General Provisions in the "Standard Form of Letter Agreement between Owner and Architect for Professional Services" as prepared by the American Institute of Architects. This proposal, the attached Exhibit "A" through "C", and the said general provisions represents the entire understanding between City of Flagler Beach and JPA and may only be modified in writing signed by both parties. This proposal will be open for acceptance for 60 days, unless changed by JPA in writing. We look forward to getting started on this effort. Please telephone if you have questions relative to our proposal. If the above terms and conditions were acceptable to you, a signed return copy for our files and a retainer would be required to start work on this project.

ARCHITECTURE * PLANNING * INTERIORS
314 Moody Boulevard * Flagler Beach, FL 32136 * P: 386.439.5650 * F: 386.439.5651
* www.jpafloida.com *

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RE: Funky Pelican Dumpster Enclosure, Flagler Beach, FL

Sincerely,

Joseph Pozzuoli Architect, P.A.



Joseph D. Pozzuoli, AIA, ID, ICAA
Principal

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Accepted and granting authority to proceed this 25 day of JAN, 2020.

The undersigned, City Manager, is authorized to sign this Agreement on behalf of
City of Flagler Beach and Joseph Pozzuoli Architect, P.A. may rely on his/her representations.

By: Larry Newsom
Larry Newsom – City Manager

Title: Client

****Note**** Unsigned proposals are considered to be accepted in full if notified by phone or email to proceed with
Architectural and Engineering Services

EXHIBIT "A"
To the Letter Agreement Between
City of Flagler Beach
and
Joseph Pozzuoli Architect, P.A.
For
Funky Pelican Dumpster Enclosure
January 9, 2020

SCOPE OF PROFESSIONAL SERVICES

The Design shall take into account all the Architectural Design program requirements according to my discussion with Larry Newsom. The Design & Detail of a New Dumpster Enclosure at The Funky Pelican Restaurant which shall incorporate the following items:


Scope of Work

- Confirm the "As-Built". Field measure to confirm existing building plans (dumpster equipment) & elevations west, north, and east.
- The Demolition Plans and Elevations of the existing dumpster enclosure.
- The Design and Detail of a new dumpster enclosure – Architectural Plans & Elevations & Details.
- The Coordination of Architectural Details to Structural Drawings for the new deck and piling structure.
- The coordination of the electrical and plumbing documents.
- JPA will meet with City officials for pre-construction meetings for staging etc.
- **Alternate 1:** The Design and Detail of a new dumpster enclosure replacing the existing dumpster. Enclose approximately 18'W x 18'6"D.
- **Alternate 2:** The Design and Detail of a new expanded dumpster enclosure replacing the existing 18'W x 18'6"D with an additional approximately 13'W X 18'6"D dumpster enclosure.
- JPA will apply for the DEP Permit for the dumpster enclosure. All permit fees will be billed to the City of Flagler Beach.
- The Design shall incorporate means and methods of Green Build technology with owner's review and approvals where possible.

Phase One - Schematic Design (SD) Services

- JPA will meet and consult with the appropriate building department staff.
- JPA will complete a preliminary code research to obtain preliminary planning and zoning requirements – N/A
- JPA will prepare Schematic Design (SD) studies (3 if required, after T & M till a SD is achieved) that explore new plan configurations. Each scheme will be developed to a minimum level to allow for Owner review, comment and direction.
- JPA shall coordinate Design Development (DD) prior to the Construction Documents

JPA _____ CLIENT _____



Schematic Design (SD) – The work product of this phase consists of drawings which define and depict the character, scale, and relationship of the project components.

Design Development (DD) Discussions – Drawings at this stage will define the materials required to construct the project.

Construction Document (CD) – In this phase, detailed drawings and specifications are produced for permitting.

Phase Two - Construction Document (CD) Services

JPA and our consultants will prepare a set of construction documents necessary to perform the work and obtain necessary permits. This work includes the following:

- Architectural
- Structural
- Mechanical – N/A
- Electrical
- Plumbing
- Reasonable Building Department required "Permit Revisions"
- Assistance in obtaining the customary approvals from the various governmental agencies having jurisdiction over the project. This does not include any rezoning, variance, or special exception submissions – Additional Services (see below).
- "Record Drawings" to be completed on an hourly rate during construction if initiated by Owner Requested Revisions (ORR) during the projects construction. The information shall be supplied by the G.C. and sub-contractor field mark-ups accordingly.

Fee Proposal

We propose the following: *Lump Sum Fee = \$ 5,500.00 (Alternate 1) and \$6,500.00 (Alternate 2) for Custom Design & Coordination of Schematic Design, Design Development, Engineering Coordination, and Construction Documents for Permitting –*

- Final total payment due at the issuance of construction documents for county/city permit. Payable as follows:

Alternate 1

1. Deposit - As-Builts & SD	\$ 3,500.00
2. 50% Design Draw	\$ 1,000.00
3. <u>Completed Permit Documents – Signed & Sealed</u>	<u>\$ 1,000.00</u>
Total	\$ 5,500.00
DEP Permitting	\$ 2,500.00
	\$ 8,000.00

Alternate 2

4. Deposit - As-Builts & SD	\$ 3,500.00
5. 50% Design Draw	\$ 1,500.00
6. <u>Completed Permit Documents – Signed & Sealed</u>	<u>\$ 1,500.00</u>
Total	\$ 6,500.00
DEP Permitting	\$ 2,500.00
	\$ 9,000.00

Printing is Not Included, Additional Fees Will Be Added for Prints

JPA _____ CLIENT



List of Drawings

But not limited to:

- CS – Cover Sheet
- S-0 – Structural Notes / Key Plan
- S-1 – Structural General Notes
- S-2 – Structural Piling Layout
- S-3 – Structural Details
- A-1 – “As-Built”/ Demo
- A-2 – Demo / “As-Built” Elevations
- A-3 – Roof Plan
- A-4 – Floor Plan
- A-5 – Extra Elevations
- A-6 – Roof Plan
- A-7 – Details
- E-1 – Lighting Plan
- E-2 – Electrical “As-Built” / Proposed Electrical
- E-3 – Panel Schedules
- P-1 – Plumbing “As-Built” / Proposed Plumbing

Upon Owners request, the following services can be provided at an hourly rate:

Phase Three - Construction Contract Administration

In this phase JPA will assist the General Contractor in providing administration of the construction contract as contained in the latest edition of The American Institute of Architects document. General Conditions – Articles 1 thru 14.

- Review of shop drawings and other submissions from the contractor.
- Appropriate interval visits to the site to determine in general if the work is preceding in conformance with the construction documents.
- Preparing Change Orders.
- Reviewing contractors Application for Payment and issuing Certificates of Payment.
- Determine Substantial and Final completion.

Additional Services

Upon Owners request, the following can be provided at an hourly rate – Unless Noted Otherwise:

Interior Design, DRC Approvals, Site Plan Approvals, City/County Commission Approvals, Civil Engineering, Landscaping, Irrigation, Rezoning, Comprehensive plan amendment, variances, special exceptions, etc. Permit Fees, construction contract administration, application fees, soil borings, surveying, testing services, special inspector services, shop drawing reviews, construction cost budgeting, Civil Engineering certifications, construction contract administration, fire sprinkler drawings or calculations, parking layout, etc. storm water management system and drainage, drainage calculations and approvals from the DEP design, environmental assessments, concurrency reservation application, traffic engineering or studies, tree mitigation, bidding assistance, any taxes, fees, bonds, permitting services, design services and documentation required for LEED certification, design services commonly referred to “BIM”, use of

Revit, or other specialized software, multiple or alternate system designs other than as discussed herein (“Record Drawings”), as-built documentation, design updates necessary to accommodate building code revisions which would be unreasonable to expect to be anticipated at the onset of design, and any services not specifically included in the scope of services.

JPA _____ CLIENT _____



Joseph Pozzuoli Architect, P.A. will execute reasonable care and professional skill in preparation and execution of the documents according to this agreement but does not guarantee perfect or flawless judgment.

A survey must be provided in paper format and/or electronic format which accurately identifies all above ground improvements within the project site.

Additional work not specifically outlined within the scope of services listed above is to be charged on an hourly rate based on the attached Exhibit "B". These rates will be in effect for at least one year from contract date. The monthly carrying charge will be at 1.55%. The above does not include any surveying fees, soil testing fees, permitting fees, out of pocket expenses, all of which will be billed at their respective cost.

JPA shall invoice the Client at the beginning of the month for all reimbursable expenses and work performed during the proceeding month. Invoices shall be paid within thirty (30) days of receipt of invoice. In the event that an invoice is not paid in full within sixty (60) days, JPA reserves the right to stop all work and claim of lien as authorized by Florida's Construction Lien Law and notify the Client. Client also agrees to pay any costs associated with collections of outstanding invoices including reasonable attorney's fees.

Additional consultants or additional services by consultants, photocopies, postage, express mail, courier services, out-of-town travel - @ \$0.55/mile, long distance telephone charges and other miscellaneous costs will be reimbursable at actual cost plus 1.5x.

Payment requirements for services rendered are outlined in the attached Exhibit "C". Client will be billed for the work performed and expenses incurred based on Exhibit "A". Payment for any "Additional Services", work not specifically described in Exhibit "A", will be billed as the number of hours spent on the work and under the fee schedule of Exhibit "B". At your written request, we will provide you with an estimated fee for performing the additional services and make such work subject to all the terms and conditions of this Agreement.

All blueprints & plots will be invoiced with an additional charge of 1.5 times the cost of any printing company invoices paid by JPA. In house printing will be invoiced at \$3.50 dollars per sheet (24"x36"), \$5.10 per sheet (30 x 42"), and \$1.75 per sheet (11" x 17").

JPA _____ CLIENT _____



EXHIBIT "B"
To the Letter Agreement Between
City of Flagler Beach
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For
Funky Pelican Dumpster Enclosure
January 9, 2020

SCHEDULE OF HOURLY RATES AND OTHER CHARGES

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
Principal	Hour	\$ 185.00
Project Consultant/PE	Hour	\$ 165.00
Project Architect	Hour	\$ 135.00
Project Manager	Hour	\$ 100.00
CAD Operator/ Manager	Hour	\$ 90.00
Engineer Tech	Hour	\$ 85.00
Administration/ Clerical	Hour	\$ 55.00
Out of Pocket Expense	Expense	1.5x
Deposition/Court Testimony	Hour	\$ 275.00
Colored Renderings	24" x 36"	\$ 1,500.00 (min.)
	30" x 42"	\$ 2,000.00 (min.)
Graphic Design	Hour	\$ 130.00
Interior Design	Hour	\$ 130.00
Feasibility Studies	Hour	\$ 150.00
Finance Charge on Past Due Account	Balance	See Exhibit "C"

* The above unit rates are in effect as of January 1, 2020 and will be subject to an increase anytime after one year from that date.

JPA _____ CLIENT 

EXHIBIT "C"
To the Letter Agreement Between
City of Flagler Beach
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For
Funky Pelican Dumpster Enclosure
January 9, 2020

JOSEPH POZZUOLI ARCHITECT STANDARD PROVISIONS

1. JPA Scope of Services

JPA's undertaking to perform professional services and prepared documents necessary to obtain approvals by the applicable permitting agencies for the services specifically described in this Agreement. However, if requested by the Client and agreed to by JPA, JPA will perform additional services ("Additional Services") hereunder. JPA is also authorized, but not required, to perform Additional Services for services deemed appropriate by JPA in response to emergencies, unanticipated actions by the Client contractors, revised regulations, or requirements of authorities, if advance authorization cannot be obtained. JPA will notify the Client as soon as practical of the inception of such Additional Services.

2. Client's Responsibilities

In addition to other responsibilities described herein or imposed by law, the Client shall:

- a. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Arrange for access to the site and other private or public property as required for JPA to provide its services.
- c. Review all documents or oral reports presented by JPA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JPA.
- d. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of JPA's services.
- e. Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or JPA may reasonably request.
- f. Give prompt written notice to JPA whenever the Client becomes aware of any development that affects the scope and timing of JPA's services or any defect or noncompliance in any aspect of the project.
- g. Bear all costs incident to the responsibilities of the Client.

3. Period of Services


Unless otherwise stated herein, JPA will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to any circumstances that JPA does not control. Such a delay or suspension shall not terminate this Agreement unless JPA elects to terminate pursuant to other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond JPA's control, the various rates of compensation provided for this Agreement shall be renegotiated.

If the services covered by this agreement have not been completed within 24 months from the date that this contract was signed by both parties, through no fault of JPA or the design team, JPA compensation for the incomplete portion of the work shall be on a time and materials basis billed at the hourly rate of \$300.00 per hour.

4. Compensation for Additional Services

Unless otherwise agreed to in writing, the Client shall pay JPA for the performance of any Additional Services as amount based-upon JPA's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating and blueprints, local mileage, telephone calls, electronic messaging, postage, and word processing. Other direct expenses will be billed at 1.5 times cost.

JPA _____ CLIENT _____



5. Method of Payment

Compensation shall be paid to JPA in accordance with the following provisions:

- a. Invoices will be submitted by JPA to the Client per Exhibit "A". Payment of each invoice will be due within 25 days of receipt. The Client shall also pay to JPA all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder. JPA shall be compensated in U.S. dollars. Interest will be added to accounts after 25 days at 1.5%. If the Client fails to make any payment due JPA for services and expenses within 30 days after JPA's transmittal of its invoice, JPA may, after giving 7 days written notice to the client, suspend services under this agreement until all amounts due are paid in full.
- b. If the Client objects to an invoice, it must advise JPA in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- c. If JPA initiates legal proceedings to collect payment, the prevailing party shall be entitled to payment by the other party of all reasonable cost, charges and expenses, including reasonable attorneys' fees relating to such action through all levels of proceedings, expended or incurred in connection therewith by the prevailing party.
- d. The Client agrees that the payment for services rendered and expenses incurred by JPA pursuant to this Agreement is not subjected to any contingency or condition.

6. Use of Documents

All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by JPA are related exclusively to the services described in this Agreement. Any modifications made by the Client to any of the JPA's documents, or any partial use or reuse of the documents without written authorization or adaptation by JPA will be at the Client's sole risk and without liability or legal exposure to JPA, and the Client shall indemnify, defend and hold the Construction harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting there from. Any authorization or adaptation will entitle JPA to further compensation at rates to be agreed upon by the Client and JPA.

7. Opinions of Cost

Because JPA does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. JPA cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the client wishes great assurance as to the amount of any cost, it shall employ an independent cost estimator. JPA's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, JPA shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by JPA as a result of such termination. If JPA's compensation is a fixed fee, the amount payable for services will be proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by JPA, to the total amount of services which were to have been performed, less prior partial payments.

9. Insurance

JPA is protected by Professional liability insurance for E & O and will exchange certificates of insurance upon request. If the Client directs JPA to obtain increased insurance coverage, or if the nature of JPA's activities requires additional insurance coverage, JPA will take out such additional insurance, if obtainable, at the Client's expenses. Following is a summary of JPA's insurance coverage:

- a. Professional Liability coverage in the amount of \$ 1,000,000.00 for each occurrence with \$1,000,000.00 general aggregate.
- b. General Liability Insurance coverage in the amount of \$ 1,000,000.00 for each occurrence with \$2,000,000.00 general aggregate.

JPA _____ CLIENT _____



10. Liability

In performing its professional services, JPA will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by JPA's undertaking herein or its performance of services, and it is agreed that JPA is not a fiduciary with respect to the client. JPA agrees that during the period in which an action otherwise could be brought against it JPA will hold the Client harmless from loss, damage, injury, or liability arising directly and solely from the negligent acts or omissions of JPA, its employees, agents, subcontractors and their employees and agents but only to the extent set forth as follows. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of JPA and JPA's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of JPA's or JPA's officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation received by JPA under this Agreement or \$25,000.00 whichever is greater. Under no circumstances shall JPA be liable for lost profits or consequential damages, for extra costs or other consequences due to change conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. ANY CLAIM FOR CONSTRUCTION DEFECTS IS SUBJECT TO NOTICE AND CURE PROVISIONS OF CHAPTER 588, FLORIDA STATUTES.

11. Certifications

Guarantees and Warranties: JPA shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence JPA cannot ascertain.

12. Expenses of Litigation

If litigation or arbitration related to the services performed is initiated against JPA by the Client, its contractors, or subcontractors, the prevailing party shall be entitled to payment by the other party of reasonable cost, charges and expenses, including attorney's fees relating to such action through all levels of proceedings, expended or incurred in connection therewith by the prevailing party.

13. Dispute Resolution

All claims by the either party arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

14. Hazardous Substances and Conditions

Unless stated in the scope of services, it is agreed that the Client does not request JPA to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law.

15. Construction Phase Services

- a. If JPA's services include the preparation of documents to be used for construction, JPA shall not be responsible for any interpretation of the intent of its documents if it is not retained and paid for periodic site visits. If JPA is contracted to perform inspections, it is JPA's responsibility to report and inform Client of contractor's progress of work and standard workmanship.
- b. JPA shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall JPA have any authority or responsibility to stop or direct the work of any contractor. JPA's visit will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by JPA. JPA neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and JPA for all claims and liability arising out of job site accidents; and that the Client and JPA shall be made additional insured under the contractor's general liability insurance policy.

JPA _____ CLIENT _____



16. Assignment and Subcontracting

This Agreement gives no rights or benefits to anyone other than the Client and JPA and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and JPA. Neither the Client nor JPA shall assign or transfer any rights under or interest in this Agreement without the written consent of the other. However, nothing herein shall prevent or restrict JPA from retaining independent professional associates, subconsultants, and suppliers as JPA may deem appropriate.

17. Confidentiality

The Client consents to the use and dissemination by JPA of photographs of the project and to the use by JPA of facts, data and information obtained by JPA in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, JPA shall use reasonable care to maintain the confidentiality of that material.

18. Miscellaneous Provisions

This Agreement is to be governed by the law of the State of Florida. This Agreement shall bind, and the benefits, thereof shall inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This agreement can be supplemented or amended only by a written document executed by both parties. Any provisions in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. Ownership of Design

All parties acknowledge and agree that all designs contemplated by or created pursuant to this agreement are instruments of service and shall remain the sole property of JPA. This agreement and fees quoted are for a single licensed use by the Client of the building plans and other documents created. JPA hereby grants to Client a license to use the building plans and other documents created under this agreement after payment in full is received of all fees and expenses. Any use of the plans, other than the single license use thereof, shall not be permitted without the advance, written consent of JPA.

20. NOTWITHSTANDING any paragraph of this Letter Agreement, pursuant to Florida Statute Section 588.0035, as that statute may now exist or hereafter amended, an individual, employee, or agent of the Architect may not be held individually liable for negligence.

JPA _____ CLIENT _____

