

VIA EMAIL
(rcoslow@cityofedgewater.org)

March 28, 2024

Mr. Randy Coslow, P.E.
City of Edgewater
Director/City Engineer
409 Mango Tree Drive
Edgewater, Florida 32132

Hereinafter referred to as Client

RE: Edgewater City Hall
Feasibility Assessment
ZC 24056 DD

Dear Randy:

Thank you for contacting Zev Cohen & Associates, Inc., to provide you with this proposal. We look forward to working with you and the city staff to assess the feasibility of constructing a new city hall on twenty-seven (27) acres of land located at 3198 & 3179 West Indian River Boulevard. ZCA proposes to accomplish this work in conjunction with our architectural sub-consultant JL2 Architecture. In this regard ZCA is pleased to provide you with this contract for professional services for due diligence and site assessment of the site.

I. Due Diligence

A. Planning

1. ZCA shall gather data, research and information on the property that is readily available, such as previous surveys, tax maps, flood plain maps, aerial photography, surveys, soil maps, zoning regulations, land use maps, and drainage information.
2. ZCA shall research and determine the current future land use and zoning of the property based on the City's published maps.
3. ZCA shall review readily available County documentation regarding roadway capacity and concurrency issues (this task does not include applying for concurrency).
4. ZCA shall research site related impact, connection and review fees for the project. (Building related fees by others.)
5. ZCA shall develop a tentative design and permitting schedule.

FEE: Task I-A: Lump Sum: \$5,000.00

B. Engineering

1. ZCA shall research major public (water, sewer, and reuse) and specific franchise utility (power, telephone, gas) service providers in the area. Potential connection points will be identified if readily available from the utility provider.

2. ZCA shall meet or discuss the project with key regulatory agencies through which permits will be required to discuss the proposed project.
3. ZCA shall list anticipated site related permits for the project.
4. ZCA shall research flood zone and drainage characteristics of the site, readily known constraints, and potential outfall locations. Based on the information available, ZCA shall conceptually estimate the retention requirements by percentage of development area (does not include stormwater computations or analysis) for the proposed development.
5. ZCA shall research the potential requirements for off-site improvements and site access constraints.

FEE: Task I-B: Lump Sum: \$8,500.00

C. Environmental

1. ZCA shall conduct a site visit to review the biological/ecological characteristics of property.
2. Preliminary Biological Assessment - ZCA shall obtain aerial and soil survey maps for the proposed development area. This information shall be used to conduct a limited site visit to determine the potential for wetlands or protected species habitat. ZCA shall prepare a letter that will provide recommendations for additional biological services, if necessary. Items related to conducting specific field studies and obtaining permits from federal, state and local regulatory agencies are not included within this scope of work.
3. ZCA shall research tree preservation requirements.

FEE: Task I-C: Lump Sum: \$6,500.00

ZCA shall prepare a brief summary of our findings.

II. Conceptual Plan

ZCA shall develop a Conceptual Plan with JL2 Architecture using the due diligence information gathered. The Conceptual Plan will assist the Client and Consultant to estimate the probable yield of the project site.

FEE: Task II: Lump Sum: \$5,000.00

III. Workshops

ZCA shall assist JL2 Architecture as needed to facilitate two (2) programming sessions and one (1) summary workshop with staff.

FEE: Task III: Lump Sum: \$12,000.00

IV. Sub-Consultant Services

JL2 Architecture will provide architectural planning services as described in the attached scope of services.

FEE: Task IV: Lump Sum: \$97,000.00

FEE: Task I-IV: Lump Sum: \$134,000.00

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Other services, which you may need at some point prior to closing include: a boundary, tree and topographic survey, legal assistance, Environmental Phase I Study, Archeological Assessment, conceptual layout drawing, and soil borings.

The Client understands this service is only a research and discovery of information based on available information at the present time. These findings should not be perceived as a final interpretation of the development viability nor yield. ZCA recommends the Client retain a Land Use Attorney to review ZCA's findings and provide additional research for areas outside our scope. Project specific design and permitting is required to finalize development plans and obtain approvals from the various agencies. Until final approvals are secured, actual yield of the development cannot be determined. Furthermore, the Client understands there may be information or data about the subject site that is not discovered by ZCA during the research, review, and gathering effort. ZCA shall follow accepted standard of care practice when researching, reviewing, and gathering information since some information may not be readily available at the time ZCA is conducting the due diligence.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract/Agreement for services. This Proposal/Agreement for services and the attached Standard Conditions form contain all the terms of the employment.

Reimbursable expenses are in addition to the above referenced fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

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If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract or task authorization will be considered our notice to commence work.**

Thank you for requesting this proposal from our firm.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
as President

Accepted on: _____
Date

Accepted by: _____
Signature

Print Name

Print/Type Company Name

RJB/MK/ns
24056c01 DD

Cc: M. Dwight DuRant, P.E.
Samuel C. Hamilton, Jr., P.E.
Randy M. Hudak, P.E.
Haluk Kilic, P.E.
Bill Lites
Mark Karet
Viviana Vargas
Haley Calkins
File

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Please help us create our files correctly by providing the following information:

1. Property Owner Name: _____

Property Owner Address: _____

Note: If Client is not the Record Owner of the subject property, ZCA must be provided with written verification of Owner's acknowledgment that ZCA will be providing professional services related to the subject property and that Record Owner understands the financial obligations related thereto. Should ZCA not receive this written notice within 7 days of the signed contract date, ZCA reserves the right to notify the Record Owner.

2. Billing Address: _____

Phone # _____ Fax # _____

3. Billing should be sent to the attention of: _____

4. Date invoices must be received by Client to maintain Client's standard billing cycle, if applicable: Date: _____ Not Applicable: _____

5. Provide property legal description or Parcel ID number: _____

Legal description attached: [] (please check if applicable)

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ZEV COHEN & ASSOCIATES, INC.
STANDARD CONDITIONS

The "Consultant" referred to below is Zev Cohen & Associates, Inc. unless otherwise specified in the Contract/Agreement for Services, the following Standard Conditions shall be incorporated as part of the Agreement for Services. In the event of any conflict, the Contract/Agreement for Services shall control:

1. Compensation for services not described in the Contract/Agreement for Services, and services required due to changes to completed plans, or changes to the work as initially requested by Client, shall be based on the following current Schedule of Hourly Rates:

Principal	\$230.00	Engineer I	\$105.00
Department Director	\$215.00	Landscape Architect I	\$105.00
Senior Professional Engineer	\$190.00	Planner I	\$105.00
Senior Registered Landscape Architect	\$180.00	Designer	\$ 95.00
Project Manager	\$180.00	CADD Manager	\$120.00
Senior Planner	\$160.00	Senior CADD Technician	\$110.00
Senior Biologist/Env. Scientist/GIS Analyst	\$170.00	CADD Technician	\$100.00
Professional Engineer	\$155.00	Construction Administration Manager	\$145.00
Registered Landscape Architect	\$150.00	Construction Administrator	\$120.00
Environmental Scientist III/GIS Specialist III	\$135.00	Construction Administration Technician	\$100.00
Engineer III	\$135.00	IT Manager	\$105.00
Landscape Architect III	\$135.00	Certified Soil Scientist	\$170.00
Planner III	\$130.00	Certified Arborist	\$110.00
Environmental Scientist II/GIS Specialist II	\$115.00	Landscape Designer	\$ 95.00
Engineer II	\$115.00	Engineering Technician	\$ 85.00
Landscape Architect II	\$115.00	Biological Technician	\$ 70.00
Planner II	\$115.00	Technical Assistant	\$ 70.00
Senior Designer	\$110.00	Senior Clerical	\$ 65.00
Environmental Scientist I/GIS Specialist I	\$105.00	Clerical	\$ 55.00

- Consultant reserves the right to modify the hourly rates at the beginning of each calendar year. An employee's position and hourly rates are subject to change during the duration of the contract.
2. Reimbursable expenses, including without limitation, permit application fees, postage, express delivery, etc. which are advanced by Consultant shall be reimbursable at cost or, upon request of Consultant, paid directly by the Client. Blueprints shall be provided for a cost of \$1.50 per page and color plots at \$35.00 per page. These reimbursable expenses may include the use of a GPS unit and/or an ATV, if required. Both are billed out at \$100 per half-day or \$150 per day.
 3. Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event that an invoice is not paid in full within sixty (60) days, Consultant reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said sixty (60) day period at a rate of 1.5% per month from date of invoice. Client also agrees to pay Consultant's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said sixty (60) days shall release Consultant from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have sixty (60) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice. Full payment of all outstanding invoices, except outstanding invoices containing a disputed charge, shall be a condition precedent to making any claim against Consultant by Client.
 4. Compensation for services rendered more than one year from the date of the Contract/Agreement for Services shall be based on the then current Schedule of Hourly Rates.
 5. Design Professional's services and work product are intended for the sole use and benefit of Client and are not intended to create any third-party rights or benefits or any use by any other person or entity or for any other purpose.

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6. Consultant shall not be responsible for construction cost adjustments resulting from changes required by approval agencies and/or site conditions.
7. Consultant's determination of amounts owing to Contractor(s) for completed work shall be based on the Consultant's best knowledge, information and belief. Consultant shall not be liable for the techniques of construction nor the safety precautions selected by the Contractor.
8. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant as instruments of service shall remain the property of Consultant who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. Client may reuse or make any modification to these instruments of service, providing, however, Client agrees to indemnify, defend and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Consultant. Furthermore, the Client shall sign the Consultant's Memorandum of Understanding prior to the transfer of documents. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Consultant and Consultant makes no warranties, either express or implied, of merchantability and fitness for any purpose.
9. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.
10. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, or terminated by Client, or by others, Client shall pay Consultant for all fees, charges and services for work performed to date of suspension or termination within thirty (30) days of such suspension or termination.
11. Consultant cannot guarantee the actions of government officials and agencies to grant desired approvals, and shall therefore not be liable for damages resulting from the actions or inactions of government agencies.
12. In providing opinions of probable construction costs, Client understands that Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided by Consultant are to be made on the basis of Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
13. Consultant will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. This guaranty is in lieu of all other warranties or representations, either expressed or implied.
14. Should Consultant, or any of its employees, be found to have been negligent in the performance of services, or they have breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon Consultant's services or work, agree that the maximum aggregate amount of Consultant's liability, or of its officers, employees and agents, shall be limited to the total amount of the fee paid to Consultant for work performed under this Contract/Agreement. Client may, upon written request received by Consultant within five (5) days of this Contract/Agreement, increase Consultant's liability to \$2,000,000 by agreeing to pay Consultant an additional 5% of the total fee charged for Consultant's services. This charge is not to be considered a charge for insurance of any type, but is increased consideration for the greater liability involved.
15. Client agrees to defend, indemnify and hold harmless from and against all suits, claims and demands howsoever arising made against Consultant by third parties in connection with the Project to the extent of Client's negligence, error or omission, including reasonable costs and reasonable attorneys' fees before trial, at trial or on appeal. The indemnity provided by Client to Consultant in this Section 14 herein shall not apply to the extent any claim, loss, damage or liability arising from the willful misconduct or gross negligence of Consultant.
16. In the event any of the provisions of the Contract/Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of Consultant's work under this Contract/Agreement, (b) that waives Consultant's rights to a construction lien, or (c) conditioning Consultant's rights to payment upon payment by a third party.

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18. In the event the Client has selected certain design consultants to subcontract to the Consultant or otherwise assigned them to the project team (collectively "Other Design Consultants") the Client represents that Other Design Consultants have appropriate qualifications for their designated scope of services and carry appropriate insurance for the Project. Consultant shall coordinate its services with Other Design Consultants but shall not be responsible for errors, omissions, or other wrongful acts of Other Design Consultants. Client shall indemnify, defend, and hold harmless the Consultant for any claims, damages, or losses arising from the performance of Other Design Consultants.
19. The Consultant shall be provided the information needed from the Client or Other Design Consultants for rendering of its services. Client or Other Design Consultants shall provide such information to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness of such information. Client recognizes that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client agrees to indemnify, defend, and hold Consultant and Consultant's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising from errors, omissions or in information provided by Client or Other Design Consultants to Consultant.
20. Consultant will assist Client in applying for site permits and approvals as shown in our Scope of Services. This assistance consists of completing and submitting forms, but does not include special studies, special research, special testing or special documentation or attendance at unanticipated meetings not normally required for this type of project. Should such additional services be required, they will be furnished by Consultant with compensation based on the above Schedule of Hourly Rates or an agreed upon fee.
21. Consultant may use the services of subconsultants when, in Consultant's opinion, it is appropriate and customary to do so. Such persons and entities include, without limitation, surveyors, specialized consultants and testing laboratories. Client shall reimburse Consultant for services and out-of-pocket expenses charged by subconsultants at the actual cost incurred by Consultant for the work of such subconsultants.
22. In the event Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Consultant, Client recognizes that such changes and the results of such changes are not the responsibility of Consultant. Accordingly, Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, Client agrees to indemnify and hold Consultant harmless from any damage, liability or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except those damages, liabilities and costs arising from the sole negligence or willful misconduct of Consultant.
23. Client and/or the Client's Contractor or Other Design Consultants shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Client becomes aware, so that Consultant may take measures to minimize the consequences of such a deficiency. Failure by Client and/or the Client's Contractor or Other Design Consultants to notify Consultant shall relieve Consultant of the cost of remedying the deficiencies above the sum such remedy would have cost had notice been given to Consultant when Client first became aware of the deficiency.
24. No dispute between the parties over any matter in excess of five thousand dollars (\$5,000.00), exclusive of attorney's fees and costs, shall be litigated until the parties have met with a mediator certified by the Florida Supreme Court who will assist the parties in a voluntary resolution of the dispute. This condition shall be waived if Client fails to agree to a mediator within thirty (30) days from the date of mailing a request to mediate made by Consultant, sent by certified mail, return receipt requested, (or equivalent) to the last address of Client on file with Consultant. Any time period to commence litigation is hereby extended until thirty (30) days after certification by the mediator that the parties are at an impasse. If litigation is prematurely commenced, it shall be stayed until the mediation has taken place.
25. Any suit, claim or legal proceeding of any kind between Client and Consultant shall be brought in a court of competent jurisdiction in Volusia County, Florida, which is Consultant's principal place of business.
26. Consultant's Construction Administration Phase services shall not be modified or reduced except by written modification to this agreement signed by the Client and Consultant. If the Client terminates, modifies or reduces any portion of the Consultant's Construction Administration Phase services under this agreement, the Client shall indemnify, defend, and hold the Consultant and its sub-consultants harmless from and against damages, losses and judgments arising from claims by the Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Consultant did not provide or in which the Consultant did not participate.

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27. Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to the Client's proposed or requested changes in materials, products, or equipment for the Project. Consultant shall be entitled to rely on the accuracy and completeness of the information provided by the Client and others in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the Project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information or representations by others or in any way resulting from incorporating such substitution into the Project.
28. Consultant's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed upon Agreement amendments. Amendments to the contract authorized by the Client by verbal, email, or other forms of communication shall be considered binding.

Non-Solicitation Agreement - For a period of two years from the date of this Agreement, the Client and the Client's signatory on this Agreement (together, "Client"), agrees not to induce or attempt to persuade, directly or indirectly, any current or future employee of Consultant ("Employee") to terminate his or her employment with Consultant in order to enter into any relationship with the Client, or any firm, corporation, or other entity in which the Client is a participant in any capacity. Consultant will suffer financial harm if an Employee terminates his employment caused by breach of this Non-Solicitation Agreement. As actual damages necessary to compensate Consultant for such harm are uncertain and not readily ascertainable, the parties have agreed upon (liquidated) such damages as follows: An amount equal to the amount payable by Consultant to the Employee for the year following termination of employment. These liquidated damages are not intended by the parties as a penalty, but rather as an approximation of actual compensation due to Consultant as a result of the breach of this Non-Solicitation Agreement. The Client also acknowledges that the services rendered under this Agreement are of a unique, special, and extraordinary character that would be difficult or impossible for Consultant to replace, and by reason of such difficulty, the Client hereby agrees that for the breach or threatened breach of this Non-Solicitation Agreement, Consultant shall, in addition to any other rights and remedies available under this Agreement, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Client from breaching this Non-Solicitation Agreement.

29. Nothing contained in this Agreement shall require the Consultant to exercise professional skill and judgment greater than that which can be reasonably expected from other Consultants performing similar services. No fiduciary agreement or relationship is intended or implied. The Consultant makes no warranties or guarantees, express or implied, regarding the adequacy of the Instruments of Service or the outcome of the Project, all of which are hereby expressly disclaimed, including without limitation, warranties of constructability, fitness for a particular use and merchantability. The Consultant shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Consultant is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. The Client shall establish a reasonable contingency line item in the construction budget to cover damages and costs resulting from errors and omissions. The Consultant shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard care.

**PURSUANT TO THE FLORIDA STATUTES §558.0035,
ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY
NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**

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Proposal for Professional Design Services

March 23, 2024

Mr. Bobby Ball
Zev Cohen & Associates
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174

Re: Proposal for Professional Design/Planning Services
City of Edgewater-Municipal Complex-Feasibility Study

Commission No. 2024-P010

Dear Mr. Ball:

jl2 Architecture appreciates the opportunity to submit our proposal for Professional Architectural Planning Services on the above referenced project for your consideration. The scope of work and compensation for the project is described as:

I. Description of Project Scope Items included:

A. The City of Edgewater needs a feasibility study services for the design of a new municipal complex containing facilities for the Police Department, Fire Department, City Hall & Emergency Operations Center located on an existing City owned piece of property. The design scope for this work includes:

1. Programming:
 - Staff interviews
 - Building program
 - Floor plan--department blocking diagrams
 - Floor-to-floor—stacking diagrams
2. Site master plans (minimum of two concepts).
3. Birds eye rendering of new complex.
4. Probable construction cost analysis.

II. Design Disciplines included:

- A. Design services for the project include the following disciplines:
1. Architectural / jl2 Architecture

III. We understand that the final schedule is yet to be determined and will be finalized by Zev Cohen. We have listed below a draft schedule for the jl2 team's scope of work. Description of Design Phases and Draft Milestone Schedule included (billing will occur monthly & be based on the percentage of work performed at that time):

- A. Phases and Deliverables for this proposal include:
1. Programming & Planning—**8 weeks**
**includes 4 Programming & Planning Workshops*
 2. Draft Report—**4 weeks**
**includes 2 weeks for City review of report*
 3. Final Report—**2 weeks**

IV. Design Services Exclusions & Clarifications:

- A. Items not listed in the Scope of Work and Design Services above & listed below are not included in this proposal:
1. Base master plan linework to be developed by Civil Engineer.
 2. Scope does include evaluating growth numbers of current, 10 & 20 years. However, a detailed City-wide growth or staff analysis is not included.
 3. Scope does not include MEP/F, Civil or structural systems narratives.
 4. Detailed floor plans are not included.
 5. Totals include all printing and other expenses required to complete the scope of work listed above.
 6. All documents will be submitted to the owner electronically.

V. Compensation for Architectural Design Services:

For the scope listed above, we propose a fixed lump sum fee of \$97,000.00 (Ninety-Seven Thousand Dollars).

We hope this proposal meets with your approval and we are available to discuss with you or your staff any aspect of the information contained herein. jl2 Architecture is prepared to initiate start-up immediately at the direction of Zev Cohen & Associates and we are committed to servicing you with our fullest capabilities. We look forward to hearing from you soon.

Sincerely,



Johnnie Lohrum Jr., RA
President