

Dave Nagrodsky Architects LLC 415 S. Babcock St Melbourne FL 32901 321.727.9096
AR0015788 WWW.DNA-ARCHITECTS.COM

Date: August 15 ,2016

To: Ms. Jewel McDonald
JM Realty

RE: 65 Nasa Blvd , Suite 200,approximately 2860 sf . Scope includes field measure and draw existing conditions, make all necessary handicap changes to bathrooms and break room, provide new floor plan for client approval of needed changes, provide all mechanical, electrical and plumbing changes per new plan . Services include ; architectural, mechanical,electrical and plumbing design.

Dear Ms. Mc Donald,

Thank you for the opportunity to provide you with professional Architectural/Engineering services for the above referenced project. The following is a breakdown of those services for your review:

Architectural,Mechanical,Electrical and Plumbing design –Further Scope of work:

1. The building design will conform to all applicable codes.
2. All Architectural plans will be designed by David Nagrodsky Architects and reviewed by the client. Any comments will be incorporated into the preliminary design phase prior to the Architects and Engineers proceeding with the construction documents.
3. The Architect will make changes to plans due to client changes during the schematic phase of design.
4. The Architect will provide all necessary building sections, wall sections and details to clearly translate to the contractors the design intent.
5. The Architect, as part of his proposal, will provide door, partition and finish schedule information to clearly depict and clarify these details and conditions.
6. The Architect will provide interior wall elevations and details as required to clarify and explain interior conditions.
7. The Architect will provide all specifications as required on drawings.
8. The Architect will, as part of his contract, make necessary changes due to building department comments.
9. The Architect will invoice the client for all blueprinting @ \$2.50 per sheet. All contractors will be responsible for their own printing.

This contract excludes the following:

1. Permitting.
2. Interior design i.e. carpet, wall covering and tile selections. Allowances will be provided on drawings for bidding purposes.

Additional services:

1. Changes made to the construction documents after the preliminary design has been approved by the client will result in an additional charge. The additional fee is based on \$125.00 per hour for changes.
2. Changes to documents due to cost over runs are to be paid for by the client. This will be billed on a per hour basis.
3. As built's if required or requested will be invoiced on a per hour basis.
4. If the client requests that the architect be involved in the bidding process, the architect will prepare a notice to bid letter, field questions from contractors, prepare clarifications to contractors questions and review bids with client : add \$1500.00

FEE: \$4290 .00

We hope this proposal/contract meets with your approval. If so please sign and have notarized below. Payments are to be made within thirty (30) days of dated invoice or the Architect has the right to pull his and the engineer's drawings from the building department.

Please make checks payable to DAVID NAGRODSKY ARCHITECTS.

Authorized Signature

This _____ day of _____ 2016.

Notary:

**TERMS AND CONDITIONS OF SHORT FORM AGREEMENT
FOR PROFESSIONAL SERVICES BETWEEN JM Realty
and David Nagrodsky Architects**

1. Project work commences upon receipt by David Nagrodsky Architects (hereinafter called DNA) of receipt of this Agreement and initial payment. This payment will be credited against final billing to JM Realty (hereinafter called the client).
2. Services performed by DNA under this agreement, will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representatives expressed or implied and no warranty is included or intended in this agreement, or in any report, opinion and document or otherwise.
3. The Client's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of work. DNA shall not be responsible for damages or delays by reason of the Client's review and decision to process, Acts of God, agencies or other factors beyond the Client's reasonable control.
4. During any construction activity, DNA shall not have control over or charge of and shall not be responsible for construction, means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. DNA shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with contract documents. DNA shall not have control over or charge or acts or omissions of the contractor or other agents or employees or of any other person performing portions of work.
5. Additional services consist of any service not limited as "Basic Services" in this agreement. Such services shall include services due to Client adjustments in scope budget or quality of the project and other services not customarily furnished in accordance with generally accepted Architectural practice. Additional services will be billed on a mutually agreed fixed fee, prior to performance of work, or on a time and expenses basis as outline herein.
6. DNA does not perform services related to the identification, containment or removal of asbestos, hazardous waste material. The Client hereby waives any claim against DNA for liability, injury or loss arising from their existence.
7. The Client shall provide information, including a program, which shall set forth the Client's objectives, contingencies and criteria. The Client shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the project, a written legal description of the site and the services or geotechnical engineers or other consultants when DNA requires such services. The Client shall furnish necessary pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or the contract documents. The foregoing services, information, surveys and reports shall be furnished at the Client's expenses and DNA shall be entitled to rely upon the accuracy and completeness thereof. ***If, during plan review or construction, the building department having jurisdiction over the project requests additional work to be performed due to their interpretation of the building codes, it is the clients responsibility to incur all costs related changes at no expense to architect or the architects consultants.***

8. Any opinion of construction cost prepared by DNA represents “his” judgment as an Architect professional and is supplied for the general guidance of the Client. Since DNA has no control over the cost of labor or materials or over competitive bidding and market conditions, DNA does not guarantee the accuracy of such opinions as compared to contracts, bids or actual cost to the Client.
9. Drawing, sketches, reports, specifications, computer discs and other documents are instruments of service with respect to this project, with ownership and all rights of copyright retained by DNA. In the event any changes are made to documents by Client or others engaged by Client liability arising out of such changes is waived against DNA and Client assumes full responsibility for the documents content containing such changes. This agreement may be terminated upon seven (7) days written notice by either party if the other party fails to perform to these agreed terms. If the Client abandons the project for more than 90 consecutive days DNA may terminate the contract. If the Client fails to make payment when due to DNA for services and expenses DNA may, upon seven (7) days written notice, suspend services under the Agreement. In the event of such suspension, DNA shall have no liability to the Client for delay or damage caused the Client because of such suspensions of services.
10. In the event of either termination or project suspension the Client will pay DNA for services and expenses then due. Projects put “on hold” for longer than thirty (30) days may be charged a restart fee.
11. DNA currently maintains Professional Liability Insurance. DNA’s liability to the Client for injury or damage arising out of work performed for the Client and for which legal liability may be found to rest upon DNA, other than for professional errors and omissions, will be limited to \$750,000.00. For any damage on account of error omission or other professional negligence by architects consultants, DNA’s liability will be limited to a sum not to exceed \$5000.00 or DNA’s fee whichever is the lesser.
12. The Americans with Disabilities act (ADA) and Fair Housing Act provides that alteration or new facility must be made in such a manner that to the maximum extent feasible, the altered portions of the facility are readily accessible to and by individuals with disabilities. The Client acknowledges that the requirements of the ADA and Fair Housing Act will be subject to various and possibly contradictory interpretations. The Architect Professional, therefore, will use his or her reasonable professional effort and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect Professional, however, cannot and does not warrant or guarantee that the Client’s project will comply with interpretations of these requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect is not responsible for mold damage developed due to improper detailing or installation methods and claims can not be held upon this firm.
13. The Client and Engineer respectively bind themselves, their partners, successors, assigns and legal representatives to the other party in this agreement. This agreement represents the entire integrated agreement between the Client and DNA and supersedes all prior representations or agreements. This agreement may be amended only by written instrument signed by both Client and DNA. Nothing contained in the Agreement shall create a contractual relationship or cause of action in favor of third party against either Client or DNA.
14. All questions and disputes under this agreement shall be submitted in mediation in accordance with standard mediation practice.

15. Invoices for services and expenses will be billed monthly for work completed. Payment is due thirty (30) days after date of invoice. Interest will accrue on amount of past due at a rate of 1 ½% per month. Any other payment schedule or method must be described in writing within this contact. Payments not received more than sixty (60) days from date of invoice will be at DNA’s option, a cause for DNA to collect through any legal means. Any attorney’s fees or other cost incurred in collecting a delinquent amount shall be paid by Client. After completion of services outstanding accounts will be charged one(1) hour per month minimum administrative fee.

16. Reimbursable expenses include expenses incurred by DNA in the interest of the project for transportation and living expenses, long distance communication, reproduction, postage and delivery, rendering and models, additional insurance requested by Client in excess of normal coverage and all consultants for specialized services, including consulting engineering, landscaping, interior design and architectural design unless specifically noted otherwise fees paid for securing authority approvals, record copies and computer discs.

17. Compensation for services that are to be performed on a time and expense basis shall be billed in accordance with the following:

18. SERVICES BY CLASSIFICATION	HOURLY RATE
19. Principal	\$ 195.00
20. Architect	195.00
21. Drafting	60.00
22. Clerical	45.00
23. Reimbursable expenses at actual cost plus fifteen (15%) as follows:	
24. Blueline prints 24” x 36” each	\$ 2.50
25. Blueline prints 30” x 42” each	3.40
26. Photocopies legal and letter	0.25

27. Client agrees to credit DNA by firm name and title in all publicity involving the project. DNA will publicly reveal project information upon Client’s approval.

28. DNA offices normal hours of operation are Monday through Friday from 8:30 am to 5:30 pm.

29. This agreement will become invalid after ten (10) days from date signed by DNA’s representative, if not returned to DNA as accepted by Client.

30. Construction phase services: The client recognizes that construction review is a vital element of a consultants complete service provided to minimize problems during construction. Should the client ,for any reason,not retain the Architect or his consultants services during this phase ,the client waives any claim against the consultant,and agrees to indemnify,defend and hold the Architect or his consultants harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings,conclusions, recommendations,plans or specifications developed by the Architect or his consultants.

