



January 12, 2024

Town of Palm beach, Department of Public Works
Attn: Mr. Dennis Polski, P.E.
951 Okeechobee Rd., Suite "A"
West palm Beach, Florida 33401

Re: Town of Palm Beach Police Station Renovation

Dear Mr. Polski:

As requested, we are pleased to offer the following fee proposal to provide Architectural Services for the above referenced project.

PROJECT DESCRIPTION

Renovation of existing 18,678 square feet Town of Palm Beach Police Department.

Scope includes the following:

- Locker Room and Restroom Renovation and Addition (See attached schematic plans completed back in 2018).
- See attached scope of work in spread sheet from Nelson Report.
- Paint Entire Building
 - Includes Steps, Ramps and Stairs.

SCOPE OF SERVICES

TASK 1 AS-BUILT DOCUMENTATION

1. As-Built documentation. CPZ will prepare as-built in-house from existing building drawing provided by the Town. Confirm as-built project site and building conditions. Prepare As-built drawings based on field measurements. As-built drawings will be prepared in REVIT for this project.
 - a. Prepare As-Built First Floor Plan.
 - b. Prepare As-Built Second Floor Plan.
 - c. Prepare Partial As Built First and Second Floor Reflected Ceiling Plan
 - i. Only in areas where restroom and locker room areas will be renovated.
 - d. Prepare As-Built Building Sections in areas where new restroom addition will be located.
 - e. Prepare As-Built Elevations (4 Sides)
 - f. Sanitary and Domestic Plumbing As-Built Documentation
 - i. See subconsultants proposal for scope
 - ii. Architectural Coordination with Consultant

CPZ ARCHITECTS, INC.

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317

1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406

200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957

1717 20TH STREET, SUITE 1, VERO BEACH, FL 32960

(954) 792-8525 WWW.CPZARCHITECTS.COM

**TASK 2 SCHEMATIC DESIGN**

1. The Schematic Design phase portion of this project we will provide the following:
 - a. (1) Meetings with Town to review (2) Proposed floor plan options prepared back in 2018 with Town and Police Department
 - i. (1) Revision to plan based on comments from meeting
 - ii. (1) Review meetings with Town to review revisions
 - iii. (1) Revision to plan based on comments from meeting
 - iv. Total of (2) Meetings and (2) Plans Revisions
 - b. Planning and Zoning Code Research
 - c. Prepare existing site plan based on existing site plan drawing received from the Town for addition required by Architectural Review Commission
 - d. Prepare (2) schematic design options of rear façade elevations.
 - e. (1) Elevations revision based on comments by Town and Police Department
 - f. Prepare 100% schematic design package.
 - g. Prepare submission to Architectural Review Board
 - i. Existing or previously approved site plan
 - ii. Color Photos of Existing Property
 - iii. Proposed site plan with dimension and clouding the changes
 - iv. Existing and proposed elevations with dimensions
 - v. Proposed Finish Board (Color, Patterns, Materials, etc.)
 - vi. Survey
 - vii. Presentation of above submission to Architectural Review Board
 - b. Select finishes for Restrooms.
 - c. Prepare finish board for Town and Police Department for review.
 - d. (2) Meetings with Town and Police Department to review finishes
 - e. Coordination with Surveyor

TASK 3 CONSTRUCTION DOCUMENTS

1. Architectural
 - a. Select finishes for Restrooms.
 - b. Prepare finish board for Town and Police Department for review.
 - c. Prepare 50% and 100% Construction Documents
 - i. Prepare Life Safety Plan and Building Code Research
 - ii. Construction Documents consists of the following sheets:
 1. Cover Sheet & Location Plan
 2. Building Code Information & General Notes
 3. Demolition Plans
 4. Life Safety Plan
 5. Phasing Plans
 6. First and Second Floor Plans
 - a. First and Second Floor Enlarged Plans
 7. Dimensioned Enlarged Plans

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8. Reflected Ceiling Plan
9. Building Elevations
 - a. Paint Specifications
10. Wall Types
11. Wall Sections and Details
12. Door Schedule
13. Finish Schedule
14. Details
15. Finish Repair Details for various areas for sanitary and domestic plumbing line replacement
 - d. Prepare Technical Specifications
 - e. Coordination with Structural Engineer
 - f. Coordination with Cost Estimator
 - g. Coordination with Paint Specifier
 - h. Coordination with MEP Engineer
 - i. Coordination with MEP Engineer for various areas throughout building for plumbing piping(Sanitary & Domestic) replacement
2. Structural Engineering (see attached sub-consultant proposal(s))
 - a. Prepare 50% and 100% Construction Documents
3. MEP Engineering (see attached sub-consultant proposal(s))
 - a. Prepare 50% and 100% Construction Documents
4. Cost Estimating (see attached sub-consultant proposal(s))
 - a. 50% Construction Document details cost estimate.
 - b. 100% Construction Document details cost estimate.

TASK 4 PERMITTING

1. Assist in the permitting process by responding to Building Department comment reviews. Permit processing, tracking and all submittals shall be by others.
2. Provide all Signed and Sealed drawings as required and respond to drawings as required for all permit comments. If required, we will meet with plan reviewers to resolve any questions.

TASK 5 BIDDING

1. Attending one pre-bid meeting.
2. Review and respond to RFI's
3. Bid evaluation/leveling and recommendation to award.

TASK 6 ADDITIONAL MEETINGS

1. Attending meetings with Town Commission.
2. A total of (2) additional meetings.
3. Any additional meetings requested by city.

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PROJECT SCHEDULE

We are estimating the project design schedule to be as follows. During the Construction Document Phase, our office will coordinate with all the review and permitting agencies to determine time required for reviews and approvals. Based on this information the schedule and time frames may be adjusted to reflect those review periods.

Task 1 As-Built Documentation	3 Weeks
Task 2 Schematic Design	6 Weeks
Task 3 Construction Drawings	14 Weeks
Task 4 & 5 Permitting & Bidding	16 Weeks

DELIVERABLES

- As-Built
- Schematic Design
- Construction Documents

COMPENSATION

1. Compensation for architectural services shall be on a stipulated basis and in accordance with CPZ Architects, Inc. continuing services contract, as follows:

Phase	CPZ	MUE	OCI	Brown & Phillips	CMS - Estimator	Sub-Total
Basic Services						
Task 2 Schematic Design	\$ 19,270.00	Included	\$ 8,000.00			\$ 27,270.00
Task 3 Construction Documents	\$ 39,320.00	\$ 9,400.00	\$ 12,160.00			\$ 60,880.00
Task 5 Bidding	\$ 4,380.00	\$ 640.00	\$ 1,500.00			\$ 6,520.00
Task 4 Permitting	\$ 4,270.00	Included	\$ 1,500.00			\$ 5,770.00
Additional Service						
Task 1 Architectural As-Built Documentation	\$ 16,900.00			\$ 10,817.50		\$ 27,717.50
Task 1 Plumbing As-Built Documentation			\$ 5,790.00			\$ 5,790.00
Task 2 Architectural Review Board	\$ 10,500.00					\$ 10,500.00
Task 3 Detailed Cost Estimating						\$ -
Task 6 Additional Meetings	\$ 4,600.00					\$ 4,600.00
50% Construction Documents Detailed Cost Estimating					\$ 8,724.37	\$ 8,724.37
100% Construction Documents Detailed Cost Estimating					\$ 5,634.11	\$ 5,634.11
						\$ -
Consultant Sub-Totals	\$ 99,240.00	\$ 10,040.00	\$ 28,950.00	\$ 10,817.50	\$ 14,358.48	\$ 163,405.98
Reimbursable Allowance	\$ 7,500.00					\$ 7,500.00
Total	\$ 106,740.00					\$ 170,905.98
Total Cost of Project						\$ 170,905.98

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2. Reimbursable Expenses
 - a. Reproductions and Prints
 - b. Courier Service / Permit Expediting
 - c. Fees paid to municipalities.
3. Additional Services not included in the estimate above:
 - a. Environmental Services
4. Compensation for architectural services shall be on an **hourly basis at the rates listed below**, and in accordance with the General Conditions:
 - a. Principal Architect \$265
 - b. Architect \$235
 - c. Senior Project Manager \$195
 - d. Project Manager \$175
 - e. Architectural Associate 1 \$140
 - f. Architectural Associate 2 \$125
 - g. Architectural Associate 3 \$100
 - h. Administrative Support \$ 90Consultants (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Architect.

EXCLUSIONS / ASSUMPTIONS

The following items are excluded from this proposal or assumed:

1. Presentation to Community Organizations.
2. Renderings
3. Design Development
4. Solar Lighting
5. Full DRC/Site Plan Approval process.
6. Water & sewer As-Builts
7. Surveying
8. Civil & Landscape Engineering

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

A handwritten signature in blue ink, appearing to read 'Chris P. Zimmerman', is written over a horizontal line.

Chris P. Zimmerman, AIA
President

Accepted on January 12, 2024.

By: Dennis Polski, PE

Title: Project Engineer

A handwritten signature in blue ink, appearing to read 'Dennis V. Polski', is written over a horizontal line.

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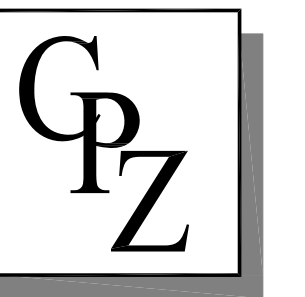
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#	Building Name	Category	Group	System	Specs	Plans	Contractor	TPB	Repair Status	SRVS	# ID	Description of Issue	Recommendation	Fully Burdened Cost	Location(s) of issue	Repair YR	2022	2023	2024
2	Police Department	Immediate Repair Need	Structure	Stairs-Concrete-Exterior				TPB		A	#114	Mildew is present on the exterior concrete stairs and walkway and the caulking between treads is failing.	Pressure wash mildew, replace caulking, and then repaint stairs.	\$2,723	Throughout	2022	\$2,723		
2	Police Department	Immediate Repair Need	Exterior Walls	Aluminum Railing				TPB		A	#116	The railing on the east side of the generator room has come loose and is no longer safe.	Secure railing to building.	\$1,090	Throughout	2022	\$1,090		
2	Police Department	Immediate Repair Need	Exterior Railing	Aluminum Railing				TPB		A	#117	Paint on exterior, aluminum railing is faded and beginning to peel.	Repaint aluminum railing around the building to prevent	\$6,548	Exterior	2022	\$6,548		
2	Police Department	Immediate Repair Need	Exterior Doors	Metal Doors				TPB		A	#131	Moderate corrosion is present at the bottom of the exterior doors around the building.	Repair corrosion on exterior metal doors.	\$9,741	Throughout Exterior	2022	\$9,741		
2	Police Department	Immediate Repair Need	Exterior Walls	Concrete Masonry Unit	X		General Contractor			A-S	#122	Moderate spalling and cracking noted on exterior façade.	Repair exterior façade.	\$15,618	Throughout Exterior	2022	\$15,618		
2	Police Department	Recommended in 1-5 Years	Domestic Water Distribution	Domestic Water Piping		X	Plumbing Contractor			M	#163	Domestic water piping has exceeded its useful life.	Plan to replace system within five years.	\$117,930	Throughout	2023-24		\$18,432	\$108,837
2	Police Department	Recommended in 1-5 Years	Sanitary Sewer	Sanitary Waste Piping		X	Plumbing Contractor			M	#165	Sanitary waste piping has exceeded its useful life.	Plan to replace system within five years.	\$230,083	Throughout	2023-24		\$35,962	\$212,344
2	Police Department	Immediate Repair Need	Exterior Walls	Cast In Place Concrete Beam	X		General Contractor			S	#115	Moderate spalling exists at the concrete header to the basement garage entrance.	Repair concrete header at basement garage entrance to	\$12,188	Parking Ramp Entrance	2022	\$12,188		
													Sub-total	\$395,919			\$47,906	\$54,394	\$321,181

Annual Escalation 4.2%

* 30-year average inflation rate, excluding deflation in recession years 2008-2010, for nonresidential buildings is 4.2%. Inflation rates were at record highs in 2021 and may continue for the next couple of years.

Source: <https://edzarenski.com/2022/02/11/construction-inflation-2022/>



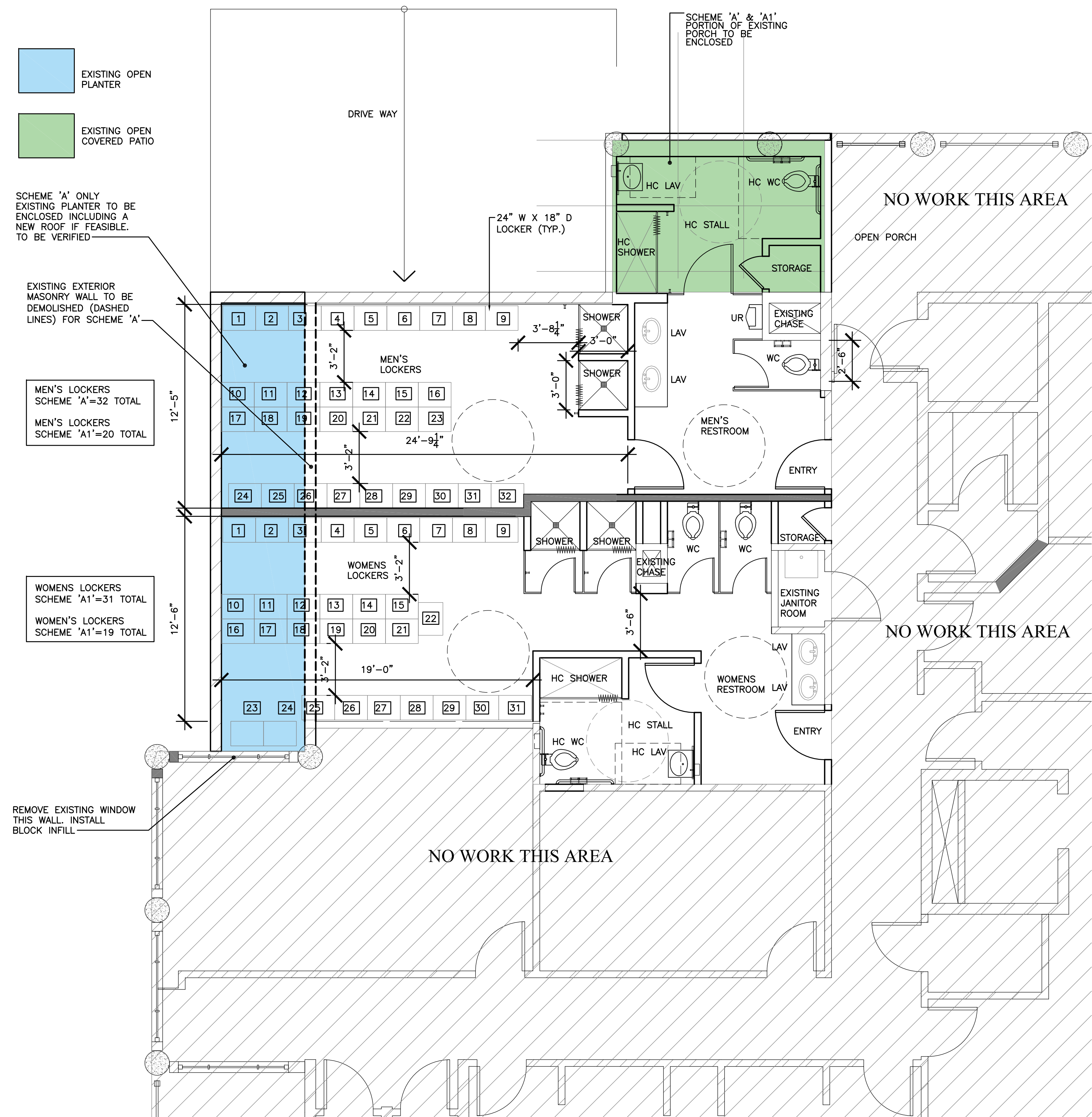
DRAWN	ZL/CP
CHECKED	CP/CPZ
DATE	07.25.17
SCALE	AS NOTED
PROJECT NO.	1714

SHEET:

NOT FOR CONSTRUCTION

DATE: _____

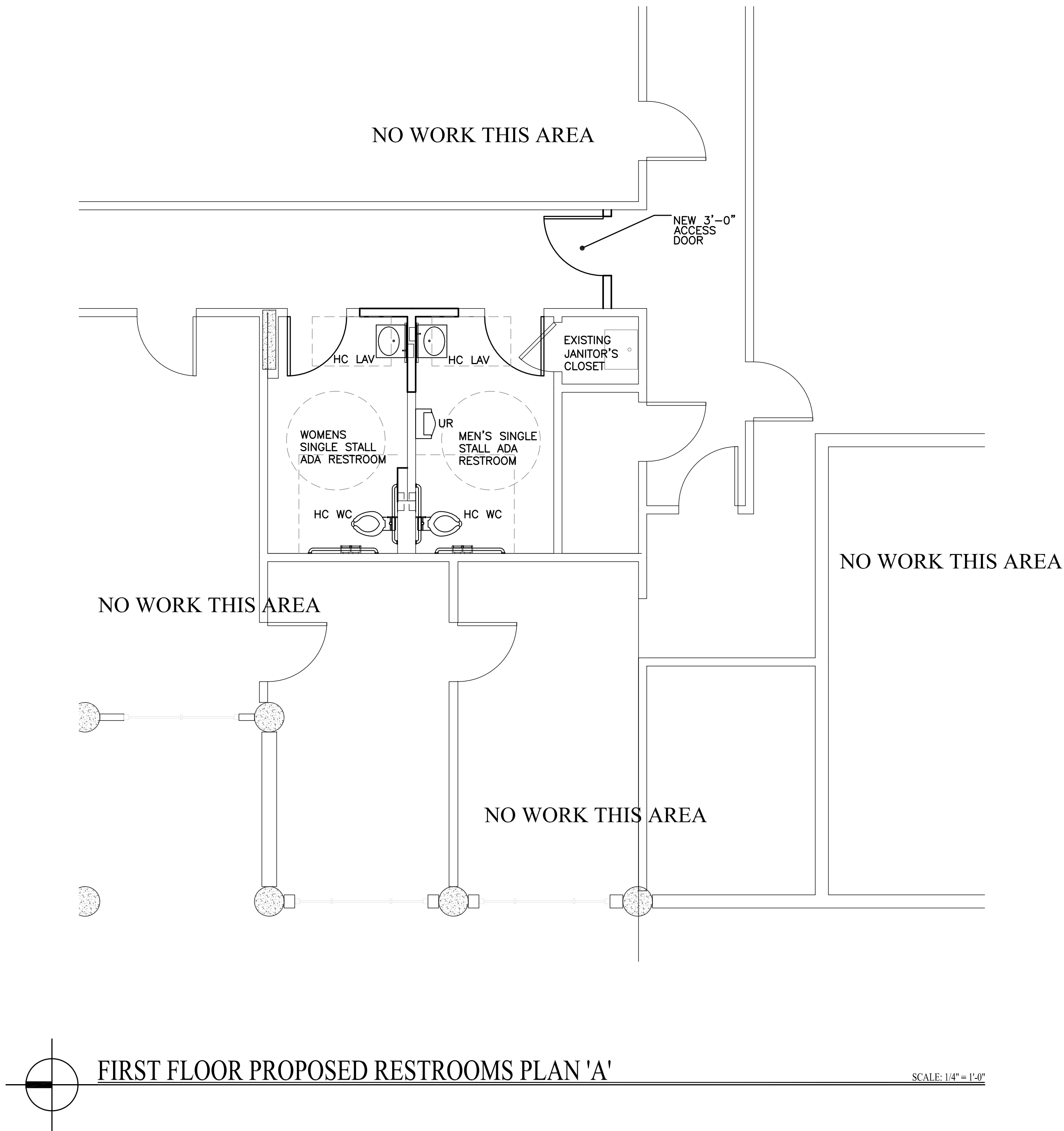
A-1



FIRST FLOOR PROPOSED LOCKER ROOMS PLAN 'A' W/ PLANTER & 'A1' W/OUT PLANTER AREA

SCALE: 1/4" = 1'-0"

NO.	REVISION	DATE
CONSULTANT:		



PALM BEACH POLICE DEPARTMENT
RESTROOMS & LOCKER RENOVATIONS

CPZ ARCHITECTS, INC.

346 WEST BROWARD BOULEVARD
PLANTATION, FLORIDA 33317
PHONE: (954) 792-8525 FAX: (954) 337-4039
AA #2600085 WWW.CPZARCHITECTS.COM

345 SOUTH COUNTY ROAD
PALM BEACH, FL



DRAWING TITLE:
FIRST FLOOR
RESTROOMS PLAN
LEGENDS, & DETAILS

DRAWN	ZL/CP
CHECKED	CP/CPZ
DATE	07.25.17
SCALE	AS NOTED
PROJECT NO.	1714
SHEET:	

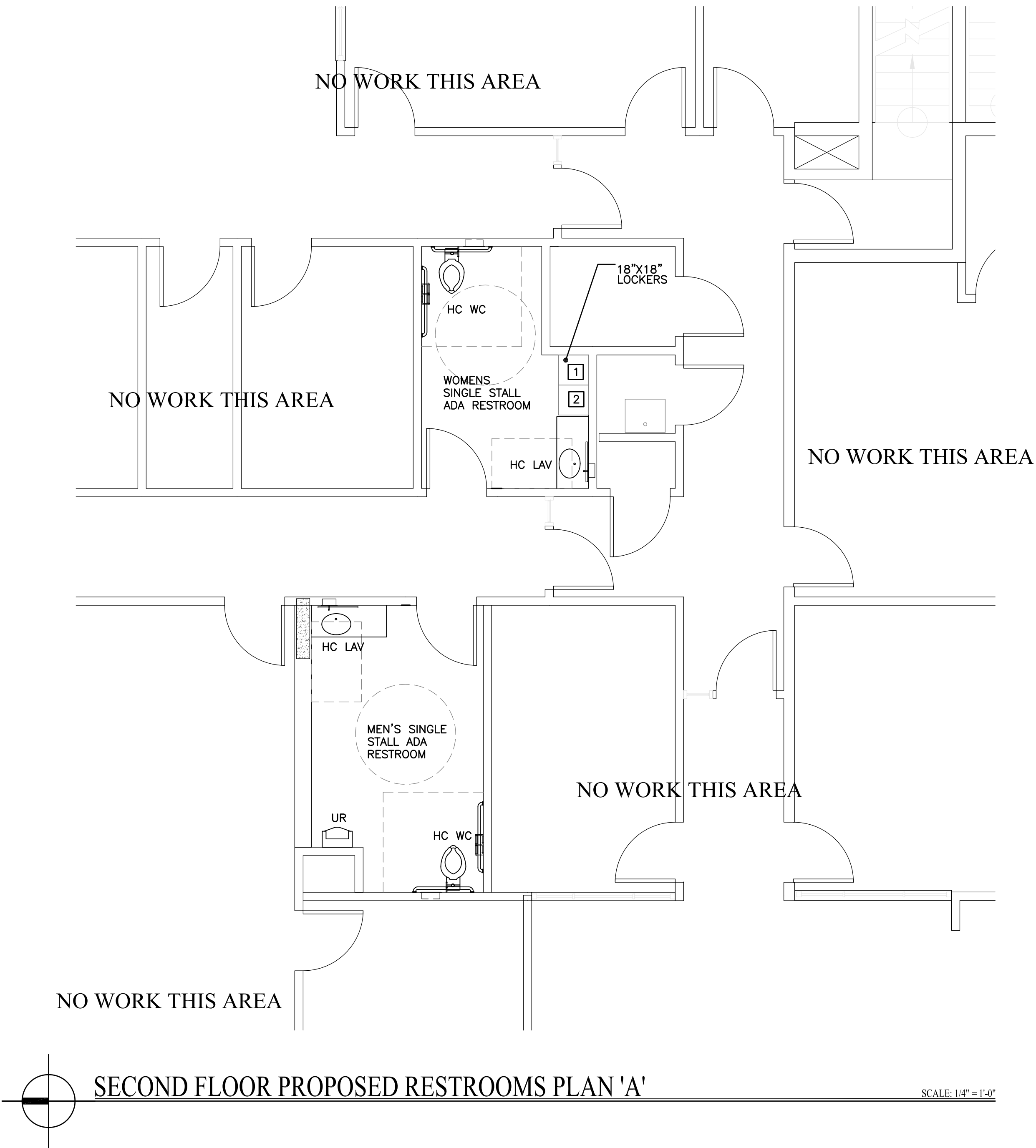
NOT FOR CONSTRUCTION

CHRIS P. ZIMMERMAN, A.I.A.
REGISTERED ARCHITECT NO. 10,995
STATE OF FLORIDA

DATE:

A-1.1

NO.	REVISION	DATE
CONSULTANT:		



NOT FOR CONSTRUCTION

CHRIS P. ZIMMERMAN, A.I.A.
REGISTERED ARCHITECT NO. 10,995
STATE OF FLORIDA

DATE:

CPZ ARCHITECTS, INC.

316 WEST BROWARD BOULEVARD
PLANTATION, FLORIDA 33317
PHONE (954) 792-8525 FAX (954) 337-4039
AA #2600085 WWW.CPZARCHITECTS.COM

PALM BEACH POLICE DEPARTMENT
RESTROOMS & LOCKER RENOVATIONS

345 SOUTH COUNTY ROAD
PALM BEACH, FL



DRAWING TITLE:
FIRST FLOOR
RESTROOMS PLAN
LEGENDS, & DETAILS

DRAWN	ZL/CP
CHECKED	CP/CPZ
DATE	07.25.17
SCALE	AS NOTED
PROJECT NO.	1714
SHEET:	

A-1.2

23 October 2023



Mr. Jayson A. Hall, Senior Project Manager
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, Florida 33317

Ref: Tower of Palm Beach – Police Department Renovation Project

Dear Jayson:

OCI Associates, Inc., is pleased to submit the following proposal for Professional Engineering services. Following is our understanding of the scope of work and our fee proposal. Should you find our fee proposal acceptable, please sign and return one copy for initiation of professional service contracts as required.

Project Description:

Our proposal has been solely based on the information contained within the Identified Repairs Master List as well as an initial site walk on the 12th of September 2023. The project we understand will be an interior renovation of the first floor and second floor public restrooms, the officer locker rooms, and replacement of the existing domestic water and sanitary piping for the building.

First Floor: Proposed Locker Rooms – Scope of Work

- Renovation of 552 sq.ft. Men's Restroom & Locker Area. Includes 103 sq.ft. expansion of the building.
- Renovation of 525 sq.ft. Women's Restroom & Locker Area.

First Floor: Proposed Public Restrooms – Scope of Work

- Renovated 82 sq.ft. Women's Public Restroom to ADA Compliance.
- Renovated 84 sq.ft. Men's Public Restroom to ADA Compliance.
- New security access door to be added in replacement of existing.

Second Floor Proposed Public Restrooms – Scope of Work

- Renovated 118 sq.ft. Men's Public Restroom to ADA Compliance.
- Renovated 89 sq.ft. Women's Public Restroom to ADA Compliance.

OCI Associates, Inc.

2 Harvard Circle, Suite 100, West Palm Beach, FL 33409 | 561-688-6575 | www.ociassociates.com
Orlando Fort Pierce. Fort Myers. West Palm Beach. Tampa. Washington DC. Miami. Dallas. San Francisco.

Existing Building – Scope of Work

- Replacement of existing Domestic water & Sanitary water piping.

Scope of Work:

Provide professional Mechanical, Electrical, Plumbing and Fire Protection Design Engineering Services. Our scope of work will include the following items:

Pre-Design Services

OCI's MEP/FP scope will also include pre-design services to assist in developing MEP/FP concepts and standards in preparation for the start of architectural designs. OCI will participate in the Project Pre-Design Services by participating in meetings, design items such as equipment room sizes, recommendations of equipment types, sizes, system narratives and system evaluations, as necessary. This will also include the field Investigation of existing conditions and document as related to this scope of work.

Mechanical Engineering

- Provide HVAC Design Engineering to rework existing ductwork to support new restroom and locker areas.
- Provide HVAC Design Engineering and specification for exposed HVAC piping within the garage area.
- Provide HVAC Design Engineering for garage ventilation and air purity detection system.

Electrical Engineering

- Provide electrical engineering for power distribution and circuiting to support the architectural renovations of the first-floor public restrooms, first floor locker rooms, and second floor common restrooms.
- Provide electrical engineering for new interior lighting and exit signs in renovation areas listed above and associated circuiting and controls.
- Provide low voltage design to support renovation of telecom / data, and security device locations of renovation areas.

Plumbing Engineering

- Provide design for domestic water and sanitary sewer to support the interior renovation of the new restroom and locker room layouts.

Fire Protection Design

- Provide Fire Protection Design to Relocate/Adjust or Add New Sprinkler Heads to Support New Ceiling Layouts of renovated areas.

Scope of Services:

Our Scope of Work and Services will include the following:

- Design Team Meetings
- MEP/FP Specifications and Construction Documents (Revit (BIM) or AutoCAD).
- Design Documents, Reviews and Responses for:
 - Design Development
 - Construction Documents
 - Bidding and Negotiation
 - Responses to any Building Department Reviews.

Compensation for Services:

Our fee for this design effort will be \$23,160.00, plus customary reimbursable expenses. Our billing breakdown will be as follows:

• Design Development	\$ 8,000.00
• Construction Documents	\$12,160.00
• Bidding	\$ 1,500.00
• Permitting	\$ 1,500.00

Line-Item Additional Service Item:

Plumbing Design As-Built Development

Provide as-built drawings based on limited field investigations to quantify replacement of domestic water and sanitary piping throughout building. Our fee for this effort will be \$5,790.00

Reimbursable Expenses:

Printing/Reproduction and Methods of Shipping/Delivery Services are to be billed at direct cost. We estimate expense will not exceed \$500 and will be billed at direct cost.

Additional Expenses:

Services required beyond basic scope shall be negotiated on an as needed basis at which time a proposal for additional services will be provided.

Thank you very much for extending this opportunity to us. Should you have any questions or require further clarification, please do not hesitate to call.

Accepted by:


OCI Associates, Inc.

Principal

OCI Associates, Inc

Accepted by:

CPZ Architects, Inc.

Signature

Date

MUEngineers, Inc.
3440 NE 12th Avenue
Oakland Park, FL 33334
Phone: (954) 324-4730
CA#: 29348
www.MUEngineers.com



Proposal

September 21, 2023

CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317
Attention: Mr. Jayson Hall

Via E-Mail: jayson@cpzarchitects.com

Reference	Project Name:	Police Department Restroom & Locker Room Renovations
	Project Address:	345 South County Road, Palm Beach, FL
	MUE PN:	MUE23083001

Dear Jayson,

We are pleased to propose the following agreement for providing structural engineering services on this project. This proposal will remain open for acceptance for 30 days from the date above.

MUEngineer's project scope of work (SOW)

Our scope and involvement in this project will be limited to the following structural consulting services:

- Perform one initial site visit to observe the existing building structure at the location of the to be enclosed outside porch area.
- Structural design related to the enclosure of the existing exterior porch area to be utilized as an ADA restroom.
- Structural design and detailing for new pipe openings on the 1st floor elevated slab (slab above the parking garage for the restroom remodel)
- Repair details for existing concrete beam at the garage entrance located on the East side of the parking structures. The existing beam has honey combing at the bottom, some rusted rebar near the south side of the beam, and some cracks on the east face and at the bottom.
- Repair details for honeycombing in the existing concrete wall located on the south side of the garage ramp.

Special Conditions

- MUEngineers will be provided with a complete set of architectural and structural record documents of the original building construction in pdf, rvt or dwg file format.

Engineering Compensation

The fee for these services will be broken down as follows:

- Structural Design and Permit Documents (PDs) Fixed fee of \$9,400.00 (Total)

<ul style="list-style-type: none"> Permit Phase Assistance (limited to response to structural related permit comments, revising structural construction documents as per the permit comments and issuing Construction Documents (CDs)) 	Fixed fee of \$640.00
<ul style="list-style-type: none"> Technical specifications related to the structural design of the building structure 	Not included in our fee and scope
<ul style="list-style-type: none"> Structural design of any site, civil, and land scape structures such as but not limited to e.g., privacy walls, retaining walls, generator supports and enclosures, dumpster enclosures, etc. located more than 5'-0" off the building envelope 	Not included in our fee and scope
<ul style="list-style-type: none"> Time related to value engineering tasks 	Not included in our fee and scope
<ul style="list-style-type: none"> Time related to private peer reviews and peer reviews demanded by any authorities such as the local building department. 	Not included in our fee and scope
<ul style="list-style-type: none"> Bidding Assistance (responding to bidders RFIs and attending up to one bidding phase conference call) 	Fixed fee of \$640.00
<ul style="list-style-type: none"> Construction Administration Services (CA) 	Not include at this time but will be included in the scope as an additional service as negotiated at a later date.
<ul style="list-style-type: none"> Project engineer site visits and attending meetings during construction. 	On an as needed and hourly rate basis per our standard rate schedule with a minimum charge of \$640.00 per scheduled site visit and site meeting
<ul style="list-style-type: none"> Reimbursable expenses for printing and shipping of 2 permit sets per official building department permit review, printing and shipping of 2 signed and sealed sets of construction documents and printing and shipping of 2 sets of official building department permit revisions. 	Fixed fee of \$250.00 (only applies if printed documents are requested and / or required)
<ul style="list-style-type: none"> Special Inspections and additional site visits during construction 	Not included in our scope and fee; Available as additional service or separate contract with ownership.

Any revisions to the scope of work, additional services, any changes to a portion of the structure for which the structural design has been completed more than 25% or additional services will be done at the prevailing hourly rates for the personnel involved.

Initial: _____

Hourly rate schedule

Principal	\$250.00 per hour
Project Manager	\$180.00 per hour
Project Engineer/Structural Designer	\$160.00 per hour
Inspector	\$120.00 per hour
BIM/CAD Technician	\$115.00 per hour
Administrative	\$90.00 per hour

Specifications, documents, and deliverables

- Two sets of signed and sealed structural permit sets.

Not included in our fee or scope

- Cost estimating
- Additional Reimbursable Expenses (See exhibit A for additional information)
- Design of items not related to the main building structure or indicated above such as:
 - Design of specialty-engineered structural building components and miscellaneous items not related to the main building structure such as concrete tilt wall panels, decorative and architectural precast concrete components, heavy timber framing and connections, wood trusses, light gauge steel framing, steel joists and girders, windows and doors and their attachments, trellises, canopies, screen framing, fabric structures, any type of stair framing and stair structures (other than conventional cast in place concrete stairs or wood framed stairs, ladders, railings, RTU curbs and stands, cooling tower support framing, trellises, elevated wood decks, etc., mechanical equipment support framing and hangers, etc.
- Design related construction means and methods, construction sequencing, construction loading conditions, sheathing, shoring, scaffolding, formwork, temporary bracing, etc.
- Material testing, if necessary, to determine material strengths, mechanical and chemical components, and composition of existing structural components

This proposal is based on the following assumptions.

- A Geotechnical Engineer will be retained by others and MUE will coordinate its foundation design with the Geotechnical Engineer's written report. Client understands, agrees, and accepts that MUE may use the Geotechnical Engineer's written report and is entitled to rely upon its accuracy and completeness. Client recognizes and understands that the Geotechnical Engineer is responsible for the accuracy and completeness of the Geotechnical Engineer's written report.
- The General Contractor or Construction Manager is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work, including meeting all current OSHA regulations. MUEngineers, Inc. is not responsible for the means and methods of construction or for related safety precautions and programs.

Additional Provisions

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as necessary to place our files in order and, where considered by us necessary to protect our professional reputation, to complete a report on the work performed to date. A

Initial:



termination charge to cover the cost thereof in an amount not to exceed 30 percent of all charges incurred up to the date of the stoppage of work may, at the discretion of MUEngineers, Inc., be applicable.

All work prepared by MUEngineers, Inc. is the property of the corporation and may only be used for its intended use. Said work may not be used at any other location for any other use without MUEngineers' written authorization.

This Letter of Agreement and Exhibit A constitute the entire agreement between the parties. Please examine these documents, sign, and return one copy along with the applicable retainer.

We are looking forward to working with you on this project.

Sincerely,

Ricardo Madriz, P.E., LEED AP
VP of Engineering

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITION

Customer Name:

MUEngineers, Inc.

Authorize Signature: _____

Authorized Signature: _____

Print Full Name _____

Print Full Name: _____

Ricardo Madriz

Job Title: _____

Job Title: _____

VP of Engineering

Signature Date _____

Signature Date: _____

September 21, 2023

NOTE: PLEASE RETURN A SIGNED COPY OF THE ACCEPTED PROPOSAL TO MUENGINEERS AS YOUR APPROVAL AND AUTHORIZATION TO COMMENCE WITH THESE DESIGN SERVICES

Initial: _____



EXHIBIT A – TERMS AND CONDITIONS

This is an exhibit attached to and made part of the Letter of Agreement dated September 21, 2023 between CPZ Architects, Inc. and MUEngineers, Inc. MUEngineers, Inc. (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fee

The total fee, except stated as fixed fee or lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 14 days after the invoice date and MUE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at guaranteed interest rate of 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Additional Reimbursable Expenses

Additional reimbursable expenses incurred directly or indirectly in connection with the project such as, but not limited to, printing and shipping expenses for additional sets of structural documents as / if requested, travel expenses [including travel time], overnight deliveries, etc.

Access to Site

Unless otherwise stated, MUE will have access to the site for activities necessary for the performance of the services. MUE will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If MUE has reason to believe that a structurally deficient condition may exist, MUE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) MUE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and MUE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Initial: _____



Indemnifications

MUE shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses, and expenses to the extent they are caused by the negligent acts or omissions of MUE or its employees in the performance of its services under this agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless MUE and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except MUE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or loss due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay MUE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by MUE under this Agreement shall remain the property of MUE and may not be used by the Client for any other endeavor without the written consent of MUE.

Dispute Resolution

Any claim or dispute between the Client and MUE shall be submitted to mediation, subject to the parties agreeing to a mediator. This agreement shall be governed by the laws of the principal place of business of MUEngineers, Inc.

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the Consultant, a Florida corporation, and not against any of the Consultant's employees, officers, or directors.

Initial:



PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

\\\\server01\\Projects\\Pending\\MUE23083001-CPZ-PoliceDepartmentPalmBeach-Remodel\\Admin\\Agreement\\MUE23083001-Proposal.docx

Initial: _____



October 20, 2023

Mr. Jayson Hall
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317

**Re: Town of Palm Beach Police Department at 345 South County Road in Palm Beach
(PCN 50434323050280351) Boundary and Topographic Survey**

Dear Jayson:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

SCOPE OF SERVICES

I. HORIZONTAL PROJECT NETWORK CONTROL

The survey will be oriented to Palm Beach County horizontal control (NAD 83/11 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department.

II. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed onsite using the existing Palm Beach County benchmarks (NAVD 1988). At least two benchmarks will be set onsite.

III. BOUNDARY TIES AND MONUMENTATION

We will search for and tie in any existing boundary corners. These will be added to the drawing and will aid in controlling the survey. We will set a monument at all corners of the boundary, where missing, as required by law. We will then prepare a boundary survey in accordance with the Standards of Practice in Rule 5J-17.050 – 0.53, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. We will review any title work supplied by you.

IV. TIE IN IMPROVEMENTS AND CROSS SECTIONS

A complete topographic survey will be done at the site, tying in all above ground features. This will include but not be limited to buildings, pavement, walks, utilities, trees, landscaping, and drainage structures. We will obtain elevations on the site on an approximate 25' grid. We will locate sufficient points to give an accurate representation of the lay of the land. Approximate limits of the topographic survey are shown outlined in red on Attachment 'B'. The survey will include off-street parking and drive isles.

Hall
October 20, 2023
Page 2

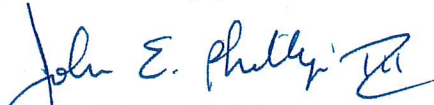
V. AS-BUILT

We will attempt to get as-built information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

VI. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide CPZ Architects, Inc. with hard copies, a digitally signed PDF file, and an AutoCAD file in the version requested. We will perform the scope of services for a **lump sum fee of \$10,817.50** (see Attachment 'A' for an hourly breakdown). Any additional work will be done on an hourly basis as approved by you. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Brown & Phillips, Inc.


John E. Phillips III, P.L.S.
Principal

Attachment

JEP/mb

This Proposal accepted this ____ day of _____, 2023

By: _____
CPZ Architects, Inc.

Print Name: _____

Title: _____

ATTACHMENT 'A'

Town of Palm Beach Police Department at
345 South County Road in Palm Beach
(PCN 50434323050280351)

Type of Survey: Boundary & Topographic

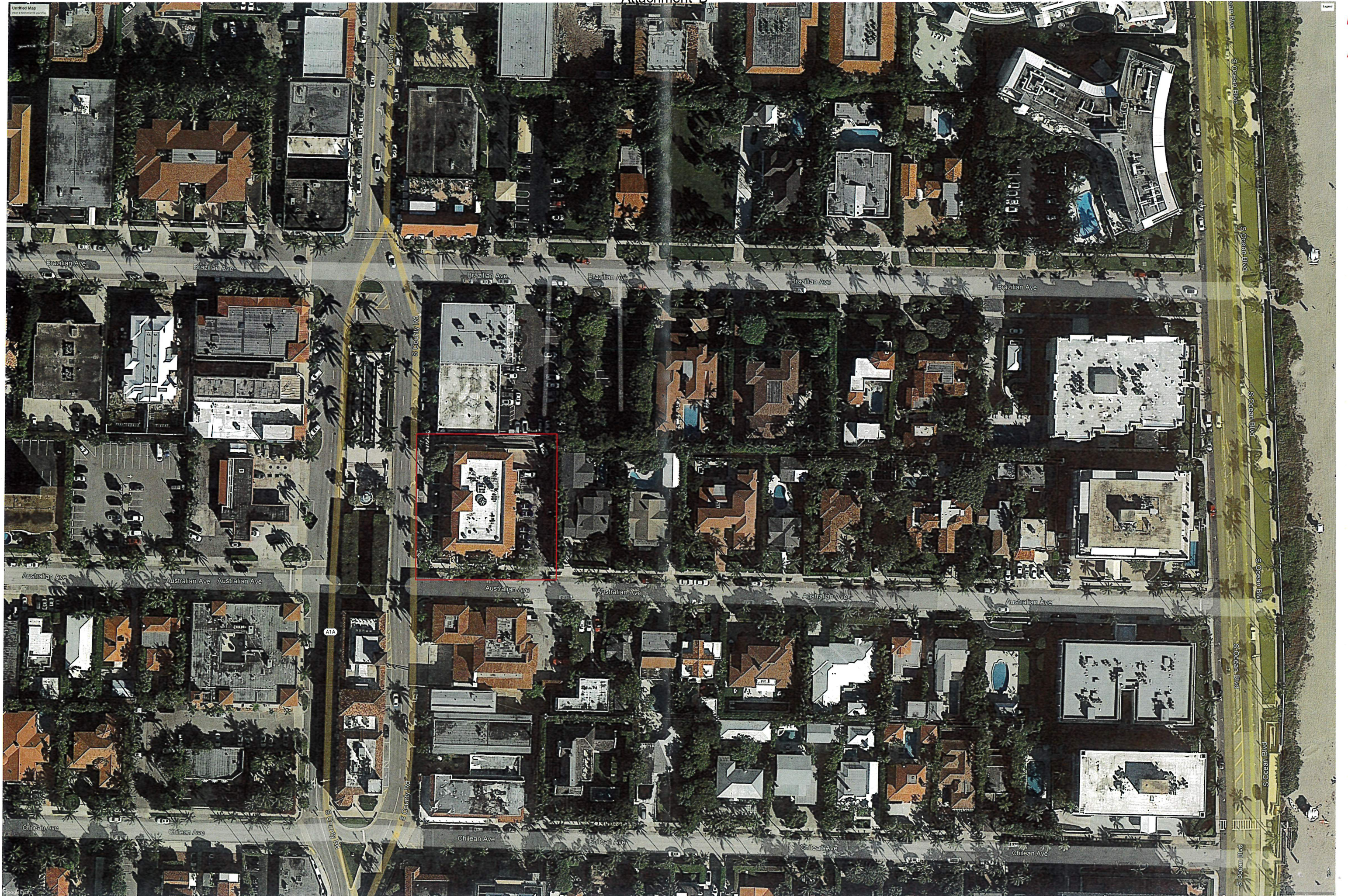
Size: ±0.54 acres

Date: October 20, 2023

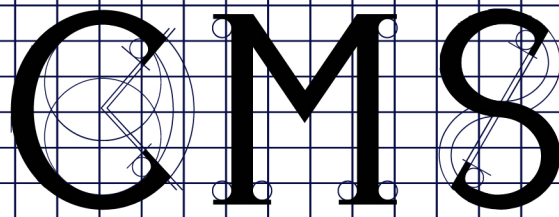
TASK	SURVEY CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				1	
Horizontal Project Network Control	2		12	2	Review title package. Set control points, work up boundary
Vertical Project Network Control	5		1		Establish onsite benchmarks
Section/Boundary Ties	6		2	2	Find and locate existing monumentation
Boundary Monumentation	1			0.5	Set missing property corners
Tie In Improvements, Cross Sections and As-builts	22		2		All above ground features, 25' cross sections & spot elevations, obtain asbuilt data
Drawing		16	5	3	Prepare boundary & topographic survey
Total Hours:	36	16	22	8.5	
Rate/Hour	\$150.00	\$105.00	\$110.00	\$155.00	
Subtotal:	\$5,400.00	\$1,680.00	\$2,420.00	\$1,317.50	
Total Labor Cost:					\$10,817.50

TOTAL PRICE

\$10,817.50



NA



CONSTRUCTION MANAGEMENT SERVICES

11555 Heron Bay Blvd, Suite 204, Coral Springs FL 33076 – 954-481-1611

Revised Proposal

CMS-Construction Management Services, Inc.
11555 Heron Bay Blvd., Suite 204
Coral Springs, FL 33076

Contact: Ana DeJesus / Wayne Birch
Phone: (954) 481-1611
Email: adejesus@cms-construction-services.com

Town of Palm Beach Police Dept. Renovation

Proposal Date: **12/21/23**

Proposal Valid Through: **06/21/24**

Customer

Company: **CPZ Architects, Inc.**
Project 345 South County Road
Address: Palm Beach, FL 33480

Customer Contact

Contact: Jayson A. Hall/Chris Zimmerman
Title: Senior Project Manager
Phone: 954-792-8525 Ext. 103
Email: jayson@cpzarchitects.com

CMS, Inc. is pleased to provide Professional Cost Estimating Services in response to your request.

The estimate will conform to CSI Master Format Construction Cost Estimating and use local line-item construction costs. We will provide the services necessary to prepare cost estimates for the following items, which includes relevant coordination and revision meetings.

Scope of Basic Services:

CMS will provide the 50% CD & 100% CD cost estimates referencing plans and scope of work provided by CPZ Architects, Inc.

CMS

50% CD Cost Estimate			
Title	Hours	Rate	Total
Project Manager	05	\$ 127.05	\$ 635.25
Chief Estimator	64	\$ 120.84	\$ 7,733.76
Administrative Assistant	04	\$ 88.84	\$ 355.36
Total	73		\$ 8,724.37

100% CD Cost Estimate			
Title	Hours	Rate	Total
Project Manager	03	\$ 127.05	\$ 381.15
Chief Estimator	42	\$ 120.84	\$ 5,075.28
Administrative Assistant	02	\$ 88.84	\$ 177.68
Total	47		\$ 5,634.11

SUMMARY OF FEES

50% CD Cost Estimate	\$8,724.37
100% CD Cost Estimate	\$5,634.11
TOTAL	\$14,358.48

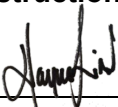
Payment Terms

Payment terms are **NET30** unless otherwise agreed or bound by sub-contractor or other superseding agreements.

Thank you and we look forward to working with you. Should you agree to the above, please sign in the space provided below and return a copy to our office for processing.

**CMS –
Construction Management Services Inc.**

By:



Signature - Wayne Birch

Principal

Title

12/21/23

Signature Date

CPZ Architects, Inc.

By:

Signature – Chris Zimmerman, AIA

President

Title

Signature Date