



EVERGREENE
Architectural Arts

March 12, 2019

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Town of Palm Beach – Public Works Department
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City, State ZIP
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Re: Twice Annual Maintenance of Town Hall and Bradley Park Fountains (“Project”) **REVISED** with outgoing years

Dear Paul,

Thank you for requesting this REVISED proposal for biannual cleaning and maintenance of the Town Hall Square and Bradley Park fountains. This now includes a base 3 year contract with options for years 4 and 5. Our firm worked with Kimley Horn in assessing and planning the restoration of the Town Hall Fountain as Conservation Solutions, which is now a Division of EverGreene Architectural Arts. We are very proud to have worked on this historic fountain and will always be happy to contribute to the care and preservation of the historic resources of the Town of Palm Beach (“Client”).

Evergreene-Conservation Solutions has extensive experience in the care of historic fountains in Florida and elsewhere. In addition to the Town Square (Mizner) fountain we have worked on the restoration of the Breakers Hotel fountain in Palm Beach, several fountains at Vizcaya Museum & Gardens in Miami and fountains at the White House, Library of Congress, National Gallery, and US Capitol in Washington DC, many public fountains in New York City and elsewhere. Please visit our website at evergreene.com to see many examples of our work on historic fountains.

Current Conditions

After several years of operation since a major restoration was completed there are some minor maintenance items to be addressed on the Town Square fountain. These include cracks at the assembly joints between the historic Hippocamp bodies and legs and elsewhere. Other areas that require treatment include the basins at the north face of the plaza and elsewhere on the plaza copings. Soiling and biogrowth have accumulated on the Hippocamps as well. The Town wishes to address these conditions; filling the cracks and performing other minor repairs, while cleaning this fountain and the Bradley Park fountain, which also went through a relatively recent renovation. The goal is to bring both

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fountains to a clean, maintained condition and retain that state through regular biannual care. The Town wishes to establish a routine to continue this level of care into the future. The treatments proposed here will include the preparation of a maintenance manual that details the methods employed in the proposed work that can be used as a guide for future care.

Proposed Scope

We would perform biannual maintenance on the two fountains during a combined mobilization (that is, both fountains will be treated during each mobilization) to be performed twice a year. Working with the Owners plans, we are assuming an initial mobilization in April followed by a second mobilization in November so as to minimize disturbance to Town residents. The initial treatment of the Town Hall Square fountain would include the crack injection and other treatments required to address the current condition. The assumption is that treatments to the Bradley Park and follow on care for the Town Hall Square fountains would require less work and focus primarily on cleaning.

After completion of the initial round of treatments we will prepare maintenance manuals for both fountains that detail the work that was performed and will be required on each during the second and all future maintenance treatments. The manuals will include specifics of the materials and procedures required during maintenance of each. Directions for documentation, record keeping and planning purposes will be included as well

I. **Scope of Services**

A. Scope of Work

1. **Initial mobilization Town Square.** The scope of work for Town Square Fountain (the structure from the upper steps to the south) initial treatment consists of the following:
 - a) Mobilization of personnel, equipment and materials to treat both fountains in a single consecutive period..
 - b) Cleaning of Fountain including pool copings, sculptural elements and basin.
 - c) Filling of cracks in sculptures and basin within the fountain elements using a color-matched appropriate formulated grout, Assumes filling cracks at joints with hippocamp bodies and legs, heads, and within the basin
 - d) Repairs to cracks and losses in walls and copings of plaza from the grotesques south. Exposed rebar will be cleaned and coated with an epoxy prior to rebuilding. Cracks will be filled with color matched restoration grout. Fragments will be bonded with an appropriate epoxy and losses built up with John Restoration Mortar by trained technicians. Assumes repairs to 2 small basins beneath grotesques, one area of sculpture on east pillar, 3 areas on exterior wall, and 2 areas of copings.
 - e) This proposal presumes that the fountain will be drained prior to start of our work.
 - f) No cleaning beyond the walls of the pool is included
 - g) No cleaning or repair of steps, pavers or other parts of the construction
2. **Initial mobilization Bailey Park.** The scope of work for the Bailey Park Fountain initial treatment consists of the following:
 - a) Cleaning of Fountain including pool copings, sculptural elements and basin.

- b) This proposal presumes that the fountain will be drained and plants and fishes will be removed prior to the start of our work
 - c) No cleaning outside of the walls of the pool is included
 - d) No cleaning or repair of steps, pavers or other parts of the construction
3. **Maintenance Manual.** The scope for the Maintenance Manual consists of the following:
- a) Documentation of the work that was performed on each fountain, including photographs, product literature, supplier information, and written descriptions of the work. The document will be organized to separate one-time treatments and/or treatments that require skilled intervention and those that can be performed as part of regular maintenance. In addition to detailing the scopes of work it will include recommendations for the appropriate period for the performance of each.
 - b) A set of recommendations for the collection and archiving of maintenance records consistent with current best practices for the preservation of historic fountains will be included. This will include how to document current conditions during regular inspections, how to archive and maintain treatment records to facilitate management of the historic resources.
4. **Second Mobilization Cleaning.** The scope of work consists of the follow-on cleaning and maintenance approximately 6 months after the initial treatment:
- a) Mobilization of personnel, equipment, and materials to perform regular maintenance cleaning and minor touch up of grout fills only if needed on both fountains. There may be some initial erosion of the grout installed during the first mobilization that will require minor touch up on the Town Square fountain which will be performed if needed. Otherwise, work on both fountains will consist of documentation of current conditions and gentle cleaning to remove bio-growth and soiling.
 - b) The same pre-conditions and exclusions listed above for the previous mobilization apply.
5. **Outgoing Years Cleaning Only.** The scope of work consists of the follow-on cleaning and maintenance approximately 6 months after the previous treatments continued regularly:
- a) Mobilization of personnel, equipment, and materials to perform regular maintenance cleaning and minor touch up of grout fills only if needed on both fountains. There may be some initial erosion of the grout installed during the first mobilization that will require minor touch up on the Town Square fountain which will be performed if needed. Otherwise, work on both fountains will consist of documentation of current conditions and gentle cleaning to remove bio-growth and soiling.
 - b) The same pre-conditions and exclusions listed above for the previous mobilization apply.

Reasonable access shall be provided to the work site for EverGreene. All necessary power and running water to be provided by Client at no charge to EverGreene. Client shall provide EverGreene with an interior space for storing materials and equipment wherever feasible

II. **Changes in the Work**

A. This proposal assumes that all design, specifications, material selections and other information included in the contract documents are final. Any and all work in connection with design changes or other variances from the contract documents, including but not limited to Changed Conditions ("Changed Work"), shall be performed on a time and material basis and compensated at the rates in Section V.

B. Any work not included in the Scope of Work ("Additional Work") shall be performed on a time and material basis and compensated at the rates in Section V.

C. EverGreene's receipt of a written and signed change order containing mutually agreed scope of work, schedule and price information ("Change Order") shall be a condition precedent to its obligation to commence the performance of any and all Changed Work or Additional Work. No field directive or other verbal directive to perform Changed Work or Additional Work shall give rise to a duty on EverGreene's part to commence performance unless accompanied by a Change Order signed by a person with authority to contractually bind Client.

III. **Cost**

A. The cost of performing the services detailed in this proposal is listed below.

B. This quote includes the cost of labor, materials, local transportation and insurance.

C. This quote **does not** include:

1. Taxes. If applicable to your project, a signed Capital Improvement Certificate or tax exempt certificate must be submitted to EverGreene with signed proposal. If we do not receive a completed certificate indicating that this work falls under the capital improvement or tax exempt programs, appropriate sales and/or use tax will be added to the price upon invoicing.

2. Multiple mobilizations. Two mobilizations per calendar year are assumed. Any additional required mobilizations will result in additional charges.

3. Access is included in price.

4. Water and electricity access. Owner is responsible to provide access to electricity and water at its own expense.

5. Containment. We are not planning on using controlled materials in the cleaning and are assuming that detergent residue from cleaning can be drained at the pools. If 100% containment is required there will be an additional charge.

Period of Performance	Scope	Per Fountain Cost	Annual Cost	Contract Totals
Year 1	Twice annual cleaning and initial Intervention at Town Square Fountain including grout injection, patching, maintenance manual		\$60,497.00	
Town Square Fountain		\$42,247.50		
Bailey Fountain		\$18,249.50		
Year 2	Twice annual cleaning only		\$45,723.25	
Town Square Fountain		\$26,926.26		
Bailey Fountain		\$18,796.99		
Year 3	Twice annual cleaning only		\$47,094.94	
Town Square Fountain		\$27,734.05		
Bailey Fountain		\$19,360.89		
TOTAL Years 1-3				\$153,315.19
Year 4 OPTION	Twice annual cleaning only		\$48,507.79	
Town Square Fountain		\$28,566.07		
Bailey Fountain		\$19,941.72		
Year 5 OPTION	Twice annual cleaning only		\$49,963.02	
Town Square Fountain		\$29,423.05		
Bailey Fountain		\$20,539.97		
TOTAL with Option years				\$251,786.00

Receipt of an executed proposal is required prior to the start of work. The balance of the fee will be invoiced monthly and is due upon receipt of invoice. Work shall commence no less than two (2) weeks from date of EverGreene's receipt of a signed proposal.

IV. TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions:

A. If Client fails to make payment to EverGreene in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at EverGreene's option, cause for suspension of its work under this Agreement. If EverGreene elects suspension, EverGreene shall give seven (7) days' written notice to Client before suspending work. In the event of a suspension of work, EverGreene shall have no liability to Client for damages for delay, lost profits or loss of use. Before resuming work, EverGreene shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of its work.

B. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless EverGreene, its officers, directors, agents and employees from any claims, damages, losses, causes of action, legal or administrative proceedings, costs and reasonable attorneys' fees for injuries or damages (including economic losses) to the extent caused by the negligent acts, errors or omissions of Client, its officers, employees, agents, independent contractors or consultants, except that Client shall have no duty to indemnify EverGreene for EverGreene's own negligence or willful misconduct. This clause shall not have the effect of extending the time period within which a claim must otherwise commence under the applicable statutes of limitations or repose. This agreement to indemnify and defend shall survive the termination, expiration or completion of this Agreement.

C. EverGreene warrants the work performed within the requirements of the contract documents for one year. All defects occurring within that period shall be corrected at no cost to Client. This warranty excludes damage caused by fire, smoke, weather, water damage, humidity, condensation, natural catastrophe, abuse, modification, improper or insufficient maintenance, improper operation, or normal wear and tear.

D. To the fullest extent permitted by law, the Client agrees to limit the liability of EverGreene to the Client for any and all claims, causes of action, losses, costs, expenses (including attorneys' fees and expenses), damages of any nature whatsoever, and claims expenses from any and all causes, arising out of, resulting from or in any way related to breach of contract by, or negligent acts, errors or omissions of, EverGreene and its subcontractors, so that the total aggregate liability of EverGreene shall not exceed EverGreene's fee for the Project. It is intended that this limitation applies to any and all liability or cause of action described herein, regardless of the legal theory alleged unless otherwise prohibited by law.

E. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever prior to the execution of this Agreement.

F. These Terms and Conditions shall survive the completion of EverGreene's work on this Project and the termination of this Agreement for any reason. This Agreement shall be governed and construed in accordance with the laws of the state where the project is located, without giving effect to principles of conflicts of law.

V. DISCLAIMER

EverGreene Architectural Arts, Inc. is not a licensed design professional firm. Accordingly, any reports, surveys, observations, recommendations, renderings, models, mock-ups, sketches, drawings or other deliverables provided by EverGreene are not to be relied upon for construction or code compliance purposes unless and until they are signed and sealed by the design professional of record as part of the construction documents. If any EverGreene-produced material is provided to third-parties, Client shall include the foregoing disclaimer on all transmittals, correspondence, email and the like.

We look forward to the opportunity of working with you on this project. Please contact me at email or phone to discuss this proposal further. In order to accept this proposal, please sign and date at the space below and return via email.

Best regards,



Acceptance and Approval to Proceed:

Name Mark Rabinowitz
Title Vice President
February 4, 2019

Signature Printed Name/Title Date