

1 November 2021

Mr. Duke Basha
Assistant Purchasing Manager, Town of Palm Beach
Public Works Building
951 Okeechobee Rd.
West Palm Beach, FL 33401

RE: RENOVATIONS TO EXISTING NORTH FIRE STATION
300 North County Rd.
Palm Beach, FL 33480

Dear Mr. Basha,

Per your request, the following is a proposal from Bridges, Marsh & Associates (BMA) to provide Architectural and Engineering services to undertake the **RENOVATIONS at the above referenced project.**

We propose the following as our Scope of Work and Basis of Compensation for this work:

SCOPE OF WORK – BASIC SERVICES:

PHASE I :

SCHEMATIC DESIGN:

- Review all available Historical documents to assist the Town in determining their required program
- Review the program furnished by the Town to ascertain the requirements of the Project
- Review all site/existing building conditions
- Review all exterior components of the building and make recommendation as to replication or restoration of Historical elements
- Based on mutually agreed upon program, schedule, prepare for approval by the Town, Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- Consult with the Town's Construction Manager at Risk (CMAR) to review preliminary budget cost evaluations.

BILLED AT THE HOURLY RATES NOT TO EXCEED \$20,000.00

BRIDGES, MARSH & ASSOC., INC.
chartered architects

PHASE II:

DESIGN DEVELOPMENT

- Based on the Town's approved Schematic Design Documents and preliminary budget guidelines BMA shall prepare for approval by the Town, Final Design Development documents consisting of drawings and other documents including plans, sections, elevations and typical construction details and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems.
- BMA will coordinate with the CMAR to review preliminary budget cost evaluations.
- BMA will submit Design Development documents for the Town to review and approve and incorporate revisions into Final Design Development Documents.
- BMA will provide interior layout documents, illustrating functional/separation and level of security into the design elements and incorporate into the Design Development Documents.
- BMA will assist the Town in submission requirements to the Landmarks Commission submission.
- BMA will make all necessary presentations to Landmarks Commission and Town Council as required.
- Submission of 60% documentation

BILLED AT THE HOURLY RATES NOT TO EXCEED \$80,000.00

PHASE III:

CONSTRUCTION DOCUMENTS

- Based on the Town's final approval of Design Development documents and on the Town's authorization of any adjustments in Project requirements and Budget, BMA will prepare Construction Documents for the Owner's approval.
- Consulting Services, in addition to Architectural, will be provided under this Agreement for the following:
 - o Structural Engineering
 - o Heating, Ventilating & Air Conditioning Engineering
 - o Electrical, Plumbing Engineering
 - o Civil Engineering
 - o Landscape Architecture
 - o NFPA 1500 Consultations
 - o Roofing Consultations
- The Architect and Consultants will incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents
- The Architect and Consultants will work closely with the project CMAR to review the Cost of Work

BILLED AT THE HOURLY RATES NOT TO EXCEED \$150,000.00

PHASE IV:

CONSTRUCTION ADMINISTRATION:

- Except as otherwise authorized by the Architect, all communication between the Architectural Consultants and the Town/Contractor or other consultants will be forwarded through the Architect.
- Site observation
- As the construction contract administrator, the Architect shall monitor the progress of the project with such frequency and thoroughness as is necessary for the Architect to insure that the Contractor's job superintendent is maintaining an adequate log indicating the following:
 - Compliance of the Project's progress with schedules, projections and deadlines as they are established from time to time.
 - Compliance of all aspects of the work performed on the project with the Final Design Documents and all changes thereto including but not limited to its quality, quantity, cost, status of completion and the methods used for its implementation.
- The Architect shall maintain a record containing all of the Architect's field reports, observations, correspondence, shop drawings and project documents.
- The Architect shall clarify for the Contractor all questions with regard to the Final Design and Construction Documents and for all other architects and engineers employed for completion of the project questions which arise about installation work, landscape architecture and site engineering work in an effort to assist them in complying with all details and specifications developed by the Architect and consistent with the Final Design and Construction Documents.
- The Architect shall attend all General Contractor Project Coordination meetings as required.
- The Architect shall review for compliance with the Final Design and Construction Documents, all Contractors shop drawings, requested data, samples, suggested substitutions and questions regarding the same or the Final Design and Construction Documents within a reasonable time so the Contractor may maintain its progress in a timely and orderly manner and without disruption. The Architect shall consult with the Town or a designated representative thereof when the review requires a judgement as to aesthetics and directly with the Town when the Architect reasonably believes approval will result in a price in excess of budget.

- The Architect shall review the work in place for compliance with the Final Design and Construction Documents and have authority at the Town's expense to authorize tests and reject work, which the Architect reasonable believes requires testing, or which he believes does not conform with the Final Design and Construction Documents.
- The Architect shall, in a timely manner, review all Change Orders, whether requested by the Architect, the Contractor or the Town. All Change Orders must be sufficiently specific for the Contractor to successfully incorporate said changes into the project. These Change Orders shall become part of the Final Design and Construction Documents and subject to all Architect's representations and responsibilities enumerated herein. The Architect shall have authority to authorize minor changes not affecting quality, contract price or an extension of contract time and which the Architect reasonably believes are necessary for the timely progress of the project or result in an improvement in relation to the Final Design and Construction Documents. All changes are to be reviewed by the Town and Town's Representative.
- The Architect will not be responsible for and will not have control or charge of the Contractor's constructions means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- The Architect shall review all Contractor's applications for payment and certification of same shall constitute an affirmative representation by the Architect to the Town that to the best of his knowledge based upon reasonable observation as required by this Agreement that the work in place is consistent with the Final Design and Construction Documents and all changes thereto and that it consists of first quality material and workmanship and further , that said work is on schedule and within budget. Prior to certification of an application for payment the Architect shall review all proposed releases of lien and the pertinent contractor's affidavit and determine whether the releases so proposed and said affidavit are comprehensive as to the work in place and as to the entities and individuals which performed said work including but not limited to those having filed any Notice to Owner.
- The Architect shall represent the Town as reasonably necessary at inspections or conferences with governmental representatives or inspectors and shall promptly and thoroughly report to Town concerning the same.
- The Architect shall provide updated "as built" drawings as required by the Town Building Department.

BILLED AT THE HOURLY RATES NOT TO EXCEED \$90,000.00

Public/Community meetings to be billed at the rates below not to exceed \$10,000.00 (Ten Thousand Dollars).

AS-BUILT DOCUMENTS not to exceed \$15,000.00 (Fifteen Thousand Dollars)

REIMBURSABLES:

Any out of pocket expenses incurred, including, but not limited to the following: long distance phone calls/fax, long distance travel, prints/reproductions, postage/delivery, renderings will be billed not to exceed \$25,000.00. (Twenty-five Thousand Dollars)

BASIS OF COMPENSATION

Hourly rates to be billed on a monthly basis at the rates set out below **NOT TO EXCEED**
\$390,000.00 (Three Hundred Ninety Thousand Dollars).

- Architectural Services:
 - Principal \$300.00 per hour
 - Project Arch/Design \$150.00 per hour
 - Jr. Architect \$120.00 per hour
 - Sr. Draftsman \$ 95.00 per hour
 - Draftsman \$ 85.00 per hour
 - Administration \$ 65.00 per hour
- Structural Services:
 - Principal \$250.00 per hour
 - Engineer \$150.00 per hour
 - Sr. Draftsman \$110.00 per hour
 - Engineer Intern \$100.00 per hour
 - Draftsman \$100.00 per hour
 - Administrative \$ 45.00 per hour
- M/E/P Services:
 - Principal \$250.00 per hour
 - Engineer \$125.00 per hour
 - Technician \$ 95.00 per hour
 - Draftsman \$ 55.00 per hour
 - Administrative \$ 35.00 per hour
- Civil Engineering Services:
 - Principal \$295.00 per hour
 - Project Engineer \$220.00 per hour
 - Draftsman \$110.00 per hour

- Landscape Architecture:
 - Principal \$245.00 per hour
 - Partner \$220.00 per hour
 - Draftsman \$ 95.00 per hour
- NFPA 1500 Consultant:
 - Principal \$225.00 per hour
- Roofing Consultant:
 - Principal \$225.00 per hour

OWNER RESPONSIBILITIES:

- Town to provide survey which describes physical characteristics, legal limitation and utility locations for site of the Project
- Town to furnish services of geotechnical engineer including borings, soil bearing values and percolation tests
- Town's vendors to provide electronic system information (i.e. low voltage lighting system, etc.

EXCLUSIONS:

- Surveying
- Land Planning
- Soil testing
- Government review (above normal review processes)
- Legal Fees

GENERAL:

- Town as Owner: Town confirms that neither BMA nor any of BMA's Consultants or subcontractors has offered any fiduciary service to Town and no fiduciary responsibility shall be owed to Town by BMA or any of BMA's subconsultants or subcontractors, as a consequence of BMA's entering into this Agreement with Town.
- Assignment: No assignment, transfer or subletting of any party's rights, interests or obligations shall be allowed without the prior written consent of the other party.
- Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

- The Town shall be permitted to retain copies, including reproducible copies or drawings and specifications for information and reference in connection with Town's use and occupancy of the project. The drawings and specifications shall not be used by the Town on other projects, for additions to the projects, or for completion of the project by others, except by Agreement in writing and with appropriate compensation to the Architect.
- Termination: The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. In the event of any termination, the Architect will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Architect as a result of such termination.

No personal liability. In accordance with Fla. Stat. Section 558.035, any claim made by the Owner arising out of any acts, errors or omissions by any officer, director, individual, agent or employee of the Architect, including any individually registered Architect who may be signing and sealing architectural documents in the execution or performance of this Agreement or the Architectural / Engineering services provided herein, shall only be made against Bridges, Marsh & Associates, Inc. and not against any officer, director, individual, agent or employee of the Architect or any individually registered Architect. As required by Fla. Stat. Section 558.0035, it is understood that no individual design professional is a party to this Agreement.

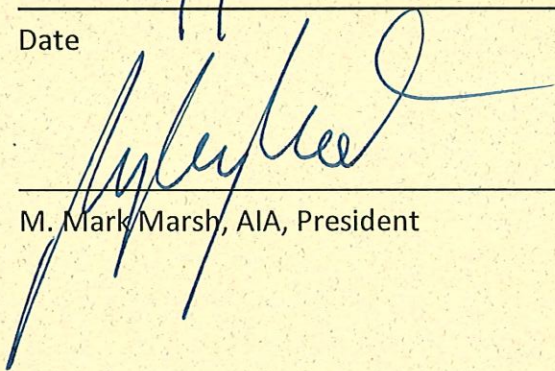
AFTER ACCEPTANCE OF THIS PROPOSAL, THIS DOCUMENT BECOMES A LEGAL CONTRACT BETWEEN BRIDGES, MARSH & ASSOCIATES, INC. AND THE CLIENT.

Date

Mr. Duke Basha, Asst. Purchasing Manager

12/1/21

Date



M. Mark Marsh, AIA, President