

2 March 2023

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

RE: MIDTOWN BEACH LINEAR PARK IMPROVEMENTS

Professional Services Agreement:

Architect:

- Bridges, Marsh & Associates (BMA)

Consultants:

- Kimley-Horn
- Carmo Engineering Associates, Inc.
- Environment Design Group
- FAE Consulting

Project Description:

The Town of Palm Beach is proposing to design an improved "Linear Park" along the landward side of the approved new replacement Bulkhead, from Royal Palm Way (North) to Gulfstream Road (South). This includes work associated with improvements adjacent to the existing "Clock Tower".

Project Assumptions

- The design and permitting phases of the project are anticipated to be twelve (12) months.
- The project will be designed, permitted, and constructed in one (1) phase.
- There are no known historic sites within the project area. A historical and Archaeological Assessment report is not included in the scope of services.
- Any balustrade, sidewalk, and pavement connected or associated with the seawall will be included in this project.
- All permit fees are the responsibility of the Town of Palm Beach.
- Offsite improvements to sidewalks, and roadway improvements, including but not limited to Pedestrians' signal design and improvements to adjacent side streets are not included in the scope of services.
- Site lighting modifications are not included. Design can be provided as Additional services for any services/improvements to the requested later.
- This scope of work excludes coordination on utility relocations for FPL, ATT, Comcast, gas, or other franchise utilities.
- All underground-related improvements that exist or are proposed within the project area will be coordinated and protected.
- Subsurface exploration of existing utilities is not included in this scope of services.

BRIDGES, MARSH & ASSOC., INC.

chartered architects

Scope of Services:

PHASE I: PRE-DESIGN

- Provide New boundaries and topographic survey for +/- 2715 FT of road right-of-way.
- Document existing vegetation, Benches and Hardscape items.
- Determine project scope/program.

PHASE II: CONCEPTUAL DESIGN

A. ARCHITECTURAL DESIGN

- Site plan
- Architectural plans and conceptual elevations of design elements

B. LANDSCAPE ARCHITECTURAL DESIGN

- Conceptual vegetation disposition plan.
- Proposed Planting plans.
- Proposed hardscape improvements.
- Preliminary review and approval by Town Staff.

C. CIVIL ENGINEERING

- Demolition plans
- Conceptual paving and grading plan
- Conceptual utility plan
- Truck logistics plan

PHASE III: DESIGN DEVELOPMENT – (ARCOM/TOWN COUNCIL REVIEW)

- Final design documentation as required per the town's "Development Review Checklist."
i.e., Architectural, landscape, and civil engineering drawings, letter of intent, justification statements, renderings, notices, presentation files, etc.
- Representation for the project at all ARCOM, Planning & Zoning, and Town Council Hearings.

PHASE IV: CONSTRUCTION DOCUMENTS

- Based on the Town's final approval of the design development documents and on the Town's authorization of any adjustments in project requirements and budget, the Architect and Consultants will propose construction documents for the Town's approval. Consulting services, in addition to Architectural, will be provided under this agreement. for the following:
 - Civil Engineering
 - Structural Engineering
 - Landscape Architectural
 - Electrical/Plumbing Engineering
- The Architect and Consultants will incorporate the design requirements of the Government Authorities having jurisdiction over the project into the construction documents and assist with submission for obtaining permits.

BASIS OF COMPENSATION

Hourly rates to be billed on a monthly basis at the rates set out below **NOT TO EXCEED \$370,000.00 (Three hundred and Seventy thousand dollars).**

- Architectural Services:
 - Principal \$300.00 per hour
 - Project Arch/Design \$200.00 per hour
 - Jr. Architect \$175.00 per hour
 - Sr. Draftsman \$110.00 per hour
 - Draftsman \$ 95.00 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 \$300.00 per hour
 - Partner \$220.00 per hour
 - Draftsman \$ 95.00 per hour

Additional Services

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, and renderings will be billed not to exceed \$10,000.00 (Ten Thousand Dollars).

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

OWNER RESPONSIBILITIES:

- 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:

- Exclusions noted under Project Assumptions
- 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 services to Town and no fiduciary responsibility shall be owed to Town by BMA or any of BMA's sub-consultants 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 the Town's use and occupancy of the project. The Town shall not use the drawings and specifications 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/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.

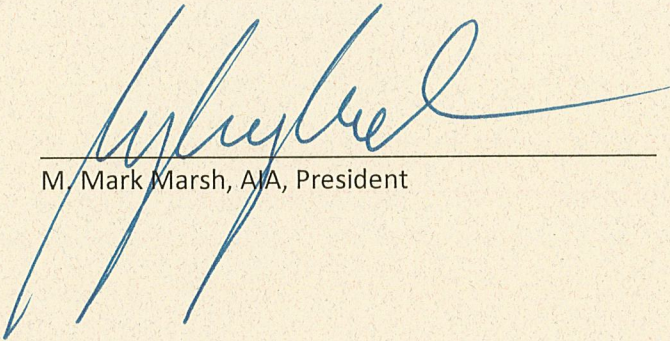
AFTER ACCEPTANCE OF THIS PROPOSAL, THIS DOCUMENT BECOMES A LEGAL CONTRACT BETWEEN BRIDGES, MARSH & ASSOCIATES, INC., AND THE CLIENT.

Date

3/2/22

Date

Mr. Kirk W. Blouin, Town Manager



M. Mark Marsh, AIA, President