

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2850.22**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A DESIGN AGREEMENT WITH MARTIN ARCHITECTURAL GROUP FOR THE RE-IMAGINED TWEDDLE PARK AND NEW TOWN WELLNESS CENTER AT THE CIVIC CENTER COMPLEX; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town wishes to engage Martin Architectural Group (“Martin”) for design services related to the Re-Imagined Tweddle Park and the design of a new Wellness Center; and

**WHEREAS**, Martin currently serves as the Architect of Record for the new Civic Center; and

**WHEREAS**, the Administration is recommending that we retain Martin for the design, construction documents and other services associated with the projects at the Civic Center Complex; and

**WHEREAS**, the Town Administration has successfully completed negotiations with Martin and come to an agreement which is attached to this Resolution as Exhibit “A” (the “Agreement”); and

**WHEREAS**, the Town Council wishes to approve the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Approval.** The Town Council hereby approves the Agreement, subject to the final approval of the Town Attorney as to legal sufficiency.

**Section 3. Contract and Implementation.** The Town Manager and Town Mayor are hereby authorized to negotiate and enter into a contract which incorporates the terms of the Proposal, and take all steps necessary to implement this Resolution. The contract is subject to the approval of the Town Attorney as to sufficiency in both form and substance.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing resolution was offered by Councilmember Lusskin, seconded by Councilmember Bernstein and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>


**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, 22<sup>nd</sup> this day of November, 2022.



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MAYOR GLENN SINGER

ATTEST:



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LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



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STEPHEN J. HELFMAN  
TOWN ATTORNEY

The Martin Architectural Group, P.C.

**ARCHITECT'S QUOTE for  
PROFESSIONAL SERVICES**

**Wellness Center  
Town of Golden Beach**

**SUBMITTED TO**

**Town of Golden Beach**  
1 Golden Beach Drive  
Golden Beach, Florida 33160  
Attn: Alexander Diaz, Town Manager

**July 21, 2022**

**Proposal No. JR-C177**

## **PROGRAM**

The project known as the Wellness Center is a new two-story building with a first-floor area approximately 6,040 sq.ft., and a second-floor of approximately 5,170 sq.ft. The schematic design with a REVIT model has been provided by Owner. This proposal is based on drawings SP-1, A-01, A-02, A-03, and A-04 dated April 4, 2022. The REVIT model will be used by Architect to start construction documents. The intent is to design and detail the building with same systems and materials as the Civic Center building currently under construction.

This proposal will be used to start the project for completion of schematic design phase. An edited AIA document B101 – 2017 Standard Form of Agreement Between Owner and Architect is expected to be executed for Architect's services prior to the start of the construction documents phase. This proposal assumes the project will be bid out to multiple general contractors. The project is NOT a design/build or fast track project.

## **PROFESSIONAL SERVICES**

### **PHASE I: SCHEMATIC DESIGN REVIEW / COORDINATION**

Architect shall review the code against the schematic design provided. Architect shall meet with Owner to review the schematic design and make recommendation on any updates required by code or any other design considerations the Architect recommends. This phase includes initial design determination of structural systems, electrical, and HVAC systems. Architect's consultants shall attend one phone / video conferencing meeting.

Architect recommends Owner hire a General Contractor for pre-construction services. Two in-person meetings are included in this phase.

### **PHASE II: CONSTRUCTION DOCUMENTS**

Based on the approved Schematic design and any further adjustments in the scope or quality of the Project, the Architect will prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the architectural, structural and mechanical/electrical requirements for the construction of the Project. Architect will NOT be evaluating or estimating the cost of the work.

Sprinkler design and low voltage systems shall be design-build and hired by the General Contractor. The Owner will hire the Interior Designer and the Civil Engineer. The Interior Designer will be selecting and specifying all interior finishes and light fixtures. Lighting design must be coordinated with Architect's electrical engineer before 75% completion of construction documents.

Architect's fee will include a line item for a specification manual at Owner option. (A specification manual is recommended for a multiple bid project). Specifications will be performance based to allow General Contractor to contract for the best price. Signage shall be an allowance and is a delegated design.

Architect shall attend up to 3 meetings and weekly video conference meetings. Architect's consultants shall attend up to 3 video conference meetings.

### **PHASE III: PROCUREMENT PHASE**

Architect shall assist the Owner in the bidding process when requested. Owner will be responsible for the bid process and requirements. The Architect shall not be responsible for estimating the cost of the work. Any value engineering suggestions to be incorporated into the project shall be an additional service.

Architect shall submit to the AHJ for permit. Architect shall answer questions from AHJ related to the submitted documentation.

**PHASE I: CONSTRUCTION ADMINISTRATION**

Architect will provide Construction Administration services. Such services will include, but not limited to:

- 1. Site Visitation
- 2. Shop drawing review (finishes reviewed by Owner / Interior Designer)
- 3. Answer requests for information.
- 4. Miscellaneous Construction services; design changes, repair details, substitutions, certifications, etc.

**OWNER'S RESPONSIBILITIES**

The Owner will provide the following full information on and retain professional consultants if required:

- 1. Topographic surveys, legal descriptions, existing utility plans, etc.
- 2. Environmental research and reports
- 3. Geotechnical engineering and reports
- 4. Traffic Engineering
- 5. Inspections by third parties required during construction. (Special inspections / Threshold inspections)
- 6. Low voltage system consultant for design and documentation
- 7. Lighting Consultant (may be hired through Interior Designer)
- 8. Civil Engineering / Landscape Architecture / Site lighting
- 9. Interior Design.

**PROFESSIONAL FEES**

Professional Services referenced above for this Project.

**SCHEMATIC DESIGN phase I:**

FEE: ..... \$19,400.00  
 (Nineteen thousand, four hundred dollars)  
*(Architect \$7,500.00 / Structural: \$6,900.00 / MEP: \$5,000.00)*

**CONSTRUCTION DRAWING phase II:**

FEE: .....\$129,000.00  
 (One hundred and twenty-nine thousand dollars)  
*(Architect: \$66,900.00 / Structural: \$28,500.00 / MEP: \$33,600.00)*

**SPECIFICATION MANUAL phase II: (option)**

FEE:.....\$18,000.00  
 (Eighteen thousand dollars)

**PROCUREMENT phase III:**

FEE: .....Hourly

**CONSTRUCTION Phase IV:**

Site Visitation: (Site visits include expenses and field report)

FEE:  
 Structural Engineer: .....\$1,000.00 each  
 MEP Engineer:.....\$1,150.00 each  
 Architect:.....\$1,650.00 each

RFI's: answer up to forty-five (45) RFI's.....\$13,500.00

Submittals:.....\$27,400.00  
*(Architect: \$18,000.00 / Structural \$5,600.00 / MEP: \$3,800.00)*

Miscellaneous Services: .....Hourly

**ADDITIONAL SERVICES: (not included in basic services)**

1. Additional Services may be billed per the Hourly Rate Schedule, fixed flat fee, or a not-to-exceed basis, as determined by mutual agreements.
2. The following services are specifically excluded from The Martin Architect Group's Basic Services. These services can be provided if specifically requested by the Owner and agreed to in writing:
  - .1 Making revisions in drawings, specifications, or other documents when such revisions are:
    - .1 Inconsistent with approvals or instructions previously given by the Owner.
    - .2 Required by the enactment or revision of codes, laws, or regulations subsequent to The preparation of such documents.
    - .3 Required by the revised interpretation of codes and/or ordinances by approving agencies.
  - .2 Providing services required because of significant changes in the project.
  - .3 Providing services made necessary by the default of the contractor or other Owner's consultant.
  - .4 Providing detail estimates of construction costs.
  - .5 Preparing 'Record' drawings showing changes in the work made during construction.
  - .6 Preparing brochure plans or other specialized drawings required for other than construction.
  - .7 Providing services of consultants for other than architectural, MEP, (Mechanical, Electrical and Plumbing) and 'normal' structural engineering unless provided for in this agreement.
  - .8 Providing any other services not otherwise included in this agreement.
  - .9 LEED certification, or other Green certification programs
  - .10 Energy modeling
  - .11 Early bid or permit packages

**ADDITIONAL SERVICES FEE**

The cost of the Architect's **ADDITIONAL SERVICES**, but excluding services of consultants, shall be computed on a standard hourly rate as follows:

- .1 Principal / Corporate Officer: Two hundred and fifty dollars (\$250.00) per hour.
- .2 Associate: Two hundred dollars (\$200.00) per hour.
- .3 Senior Architect / Senior Project Manager: One hundred and eighty-five dollars (\$185.00) per hour.
- .4 Architect / Project Manager: One hundred and sixty (\$160.00) per hour.
- .5 Intern Architect / Assistant Project Manager: One hundred and twenty-five dollars (\$125.00) per hour.
- .6 Mechanical, electrical, plumbing consultant range \$250-\$95 per hour.
- .7 Structural consultant range \$225-\$85 per hour.

**REIMBURSABLE EXPENSES**

**REIMBURSABLE EXPENSES** are in addition to cost of **BASIC SERVICES** and **ADDITIONAL SERVICES** and include actual expenses made by the Architect for the following:

- .1 Fees paid for securing approvals.
- .2 Renderings, models, photographs and other materials requested by the Owner not included in the **BASIC SERVICES** of this Agreement.
- .3 Expenses or overtime work requiring higher than regular rates if authorized by the Owner.
- .4 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect.
- .5 Transportation and living expenses while traveling in connection with the Project.
- .6 Reproduction of drawings and documents, excluding copies for the Architect's and Consultant's office use, shall be computed per sheet as follows:

*Xerox Copies/Condo Docs: .....\$0.30 each*  
*Bonds/Prints/Architecturals: ..... \$3.50 each*  
*Signed and sealed prints:.....\$7.50 each*  
*Color Laser Copies: .....\$4.00 - \$7.00 each*

Standard Color Plot up to 42x36: ... \$105.00 each

**Creation of PDF Files:**

Schematic Design Documents PDF's (Per Drawing): ..... \$5.00

(or Fixed fee to be determined at time of request)

Construction Documents PDF's ..... Hourly

(or Fixed fee to be determined at time of request)

Sign and sealed PDF (per sheet) ..... \$5.00

(or Fixed fee to be determined at time of request)

Project Specification PDF (per sheet): ..... \$0.30

(or Fixed fee to be determined at time of request)

**Scanning Services:**

Compact Disks: ..... \$25.00

Image Scan (per scan): ..... \$50.00

Minimum Charge for Reproductions (per order): ..... \$10.00

7. Additional Reimbursable expenses including but not limited to consultants shall be billed at one and two-tenths (1.2) times the amount billed the Architect.

**TERMS**

1. Architect's invoices are due and payable upon receipt.
2. Payments for Basic Services will be made monthly in proportion to services performed within each Phase of service.
3. This Agreement may be terminated by either party without cause upon seven (7) days written notice. In the event of termination not the fault of the Architect, the Architect will be compensated for services performed prior to termination, together with Reimbursable Expenses then due.
4. The Architect has and will maintain general and professional liability insurance. In addition, each consultant retained directly by the Architect is required to carry such coverage. Insurance shall be claims made, and Owner shall limit liability to available insurance.
5. No deductions will be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from others, or on account of the cost of changes in the work other than those for which the Architect has been found to be legally liable.
6. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's employees and consultants in the interest of the Project. These expenses include the costs of printing and reproduction, costs of express or special shipment, cost of renderings beyond the basic number included in this proposal and/or models, and costs of additional insurance (if requested by the Owner).
7. The Architect's drawings, specifications or other documents will not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect's agreement has been terminated along with appropriate compensation to the Architect paid in full.
8. This proposal will be good for three (3) months from the date on the cover. After such time, the Architect reserves the right to readjust its fees.
9. Risk Assessment: Owner shall limit the Architects and Architect's consultant's liability to the available insurance on their claims made policy.
10. The client agrees, to the fullest extent permitted by law, to limit the liability of the Design on this project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design professions shall not exceed the total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors and omissions, strict liability, breach of contractor warranty. The Owner understands that no design is perfect and shall allow for potential errors and omissions in the construction budget.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



**Conclusion**

If this Proposal is acceptable, please sign and return one copy with a retainer of \$22,000.00 to start the work. Retainer shall be credited to last invoices of the project.

for  
The Martin Architectural Group P.C.

for  
The Town of Golden Beach



James M. Riviello, AIA  
President

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Cc: Annabella Garcia, Intl. Associate AIA  
Senior Project Architect