

CITY OF HOLLYWOOD, FLORIDA
Agreement / Contract Routing Form
With Mayor's Signature

Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. Outside signatures must be obtained first before any City signatures are done in the majority of the situations. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it will be returned to the Department/Office.

Date: 5 / 24 / 2021

Prepared by: Elisa A Iglesias

Extension #: 6038

Company/Vendor Name: RMGA, Inc., d/b/a Richard Mandell Golf Architecture

Complete Description of Agreement. Provide a summary of what the resolution authorizes, services provided, equipment to be purchased, action to be taken, etc: The Consultants responsibility under this Contract is to provide Golf Course Architectural Consulting Services associated with the golf course portion of the property that includes adjustments to the drainage profile of the golf course to raise the east side of the property, renovation of the tees, fairways, bunkers, rough, and greens for the 18-hole golf course as well as landscaping, irrigation and all associated site work. The Consultant is also expected to coordinate said drawings with the Bermello Ajamil & Partners, Inc. in the overall scope of work to be permitted as one coordinated complete set of construction documents.

Total amount authorized by legislation: _____ /year, \$356,205.00 /contract term

Length of Term: _____.

Term ending date 2025

Renewals:

no.

Do renewals need to be authorized annually? no

Approved by: Resolution/Ordinance/ Memo No: The GOB project funding has been provided pursuant to Resolution No. R 2020-236, which continued the appropriation for previously approved capital projects from FY 2020 to FY 2021 in an amount of \$12,798,726.38.

Funding in account number: 333.309901.57200.563010.001194.000.000

Authorization to enter into agreement:

☒ City Commission
☐ City Manager

☐ Procurement Service
☐ Other: _____

BRING COMPLETED PACKAGE TO CITY CLERK'S OFFICE

✓ Outside signatures obtained first: Richard Mandell, date 5/19/2021

422 Originating Director, print name: Jose Cortes, date 5.25.2021
(Director must also initial on contract by City Manager's signature)

LB Submission to City Clerk Office, date 6/1/2021

TLH Office of Human Resources, Tammie Hechler, Director, date 6.2.2021

SS Division of Procurement & Contract Compliance, Steve Stewart, Assistant Director, date 6/2/2021

MC Department of Financial Services, Melissa Cruz, Director, date 6/8/2021

DLG City Attorney, Douglas R. Gonzales, date 6/9/2021

MY Deputy/Assistant City Manager for SD, date 6/10/2021

422 City Manager, Wazir Ishmael, Ph.D, date 6/10/21

422 Mayor, Josh Levy, date 6/15/21

422 City Clerk, Patricia A. Cerny, date 6/15/2021

Distribution: _____ Original to City Clerk; _____ Copy to Procurement; _____ Originals Returned to Preparer.

Effective Date: 02/4/2021

9-2020-236



DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

2207 Raleigh Street
Hollywood, FL 33020
Phone (954) 921-3410 Fax (954) 921-3405

CONSULTANT'S AUTHORIZATION TO PROCEED

To:	RMGA, Inc., d/b/a Richard Mandell Golf Architecture	Date:	5/18/2021
Facility Name:	Department of Design and Construction Management	Project No.:	19-001214
Project Name:	Hollywood Beach Golf Course & Clubhouse	ATP Sequence Number:	1
		Resolution No.	R-2020-236 / R-2021-106
You are hereby authorized to proceed with the following services:			
<input checked="" type="checkbox"/>	Basic Services: Phase I (Programming, Master Plan, Site Plan, Schematic Design)		\$63,125.00
<input type="checkbox"/>	Additional Services		

Payment for these services shall be: ☒ Lump Sum ☒ See attached proposal dated:

AUTHORIZED DESIGN VALUE

CONSULTANT'S ESTIMATED COST

Construction Budget:		\$	12,798,726.38
Scope Increase:			
Total Construction Budget:			12,798,726.38

	BASIC SERVICES		ADDITIONAL SERVICES		TOTAL	
Total Estimated Fees:	\$	356,100.00		\$	356,100.00	
Fee Authorized Through This ATP	\$	63,125.00	\$		63,125.00	
Less Fee Previously Authorized	\$	0.00	\$		0.00	
Total Fee Authorized to date including this ATP	\$	63,125.00	\$		63,125.00	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

Submitted:
Name:

Nicole Heran, Deputy Director,
Department of Design & Construction Management

Recommended:

Jose Cortes, Director
Department of Design & Construction Management

Approved:

Melissa Cruz
Director of Financial Services

Approved:

Josh Levy
Mayor

Distribution:

1 Original to Consultant (See Note Below)
1 Original to Design Project File
cc: Senior Acct.

Accepted:

Consultant

Note to Consultant: Please Sign All Originals and Return to the Department of Design & Construction Management

Account No. 333.309901.57200.563010.001194.000.000

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 15 day of June, 2021, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and RMGA, Inc., d/b/a Richard Mandell Golf Architecture, a corporation authorized to do business in the State of Florida, whose principal office is located at 2208 Midland Road Pinehurst, NC 28374, whose Federal I.D. number is 56-2203599 (hereinafter referred to as "CONSULTANT").

WHEREAS, the Hollywood Beach Golf Course & Club House Project was part of the General Obligation Bond Projects approved by the voters of the City; and

WHEREAS, as part of the Hollywood Beach Golf Course & Club House Project, golf course design plans are necessary; and

WHEREAS, the CONSULTANT specializes in golf course renovation services and provides such design services; and

WHEREAS, the Department of Design, Construction and Management requires the expertise of CONSULTANT to provide golf course architecture, irrigation design, and landscape architecture services for the renovation of the Hollywood Beach Golf Course & Club House Project.

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT hereby agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the golf course architecture associated with the golf course portion of the property that include adjustments to the drainage profile of the golf course to raise the east side of the golf property (to be coordinated with a consultant under separate agreement), renovation of the tees, fairways, bunkers, rough, and greens for all eighteen holes, and professional guidance regarding landscaping, irrigation and all required site work. The CONSULTANT is also expected to coordinate said drawings with Bermello Ajamil & Partners, Inc. in the overall scope of work to be permitted as one set of construction documents as more specifically set forth in the attached Exhibit "A".

The CONSULTANT'S Representative shall be: Richard Mandell.

The City's Representative shall be: Elisa A Iglesias
Telephone No.: (954) 921-3410

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and shall complete all services by January 2025.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon 30 days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

REQUIRED INSURANCE

1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

A. Single Limit Bodily Injury & Property Damage

1. General Aggregate	\$ 2,000,000.00
2. Products-Comp/Op Aggregate	\$ 1,000,000.00
3. Each Occurrence	\$ 1,000,000.00
4. Personal & Adv. Injury	\$ 1,000,000.00
5. Fire Damage	\$ 50,000

The City, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

Automobile Liability Insurance:

Recognizing that the work governed by this contract requires the use of vehicles, the Consultant, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$ 300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 100,000 per Person
\$ 300,000 per Occurrence
\$ 50,000 property damage

The City of Hollywood shall be named as Additional Insured

The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

Richard Mandell Golf Architecture
2208 Midland Road
Pinehurst, NC 28374

ARTICLE 27 – E-VERIFY


The Consultant shall be responsible for complying with the E-Verify requirements set forth in Section 448.095(2), Florida Statutes as it pertains to this Contract and shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Consultant during the Contract term who will be working on this Project. The Consultant is also responsible for e-verifying its subcontractors, if any, as well as retaining the affidavits required by Section 448.095 Florida Statutes and reporting to the City any required information. The Consultant acknowledges that the terms of this paragraph are material terms and pursuant to Section 448.095, Florida Statutes the City has the right to terminate this Contract and avail itself of any and all remedies.

ARTICLE 28 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to City within ten days of notice of termination. If applicable, City may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

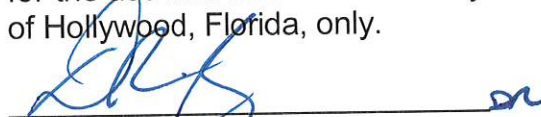
ATTEST:


Patricia A. Cerny, MMC, City Clerk

City of Hollywood, a municipal
Corporation of the State of Florida

By: 
Josh Levy, Mayor

Approved as to form & legal sufficiency
for the use and reliance of the City
of Hollywood, Florida, only.


Douglas R. Gonzales, City Attorney

Approved by: 
Melissa Cruz
Director of Financial
Services

AS TO CONSULTANT

ATTEST:

Mary Marshall
Corporate Secretary

CONSULTANT

By: [Signature]
Signature

Title: PRESIDENT

EXHIBIT A

ORIGINAL

Hollywood Beach Golf Course

City of Hollywood, Florida

GOLF COURSE ARCHITECTURAL SERVICES

18- HOLE GOLF COURSE DESIGN

SOLICITATION# RFQ - 4652 - 20 - DCM



REVISED: 4/15/2021

RICHARD MANDELL GOLF ARCHITECTURE

2017 BoardRoom Magazine Golf Course Architect of the Year

M
RICHARD
MANDELL
GOLF ARCHITECTURE

mailing address

2208 Midland Road
Pinehurst, NC 28374

tel (910) 255-3111

fax (910) 255-3112

golf-architecture.com

richard@golf-architecture.com

HOLLYWOOD GOLF COURSE
Scale-1" = 100'

**RICHARD MANDELL GOLF ARCHITECTURE
DESIGN SERVICES PROPOSAL
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LA6667471) and professional guidance regarding stormwater (as it relates to the golf course), landscaping, irrigation and all required site work as well as Golf Course Project Site Representation.

This proposal will provide professional services for the golf course portions of the Hollywood Beach Golf Course project in accordance with the provisions of the *Consultant's Competitive Negotiations Act* (CCNA). The Project is based on the following assumptions:

1. An estimated general cost of the golf course portion of the work to be approximately \$6,500,000.00.
2. Design/engineering for all golf course signage regarding the golf course beyond conceptual design is NOT part of this proposal. RMGA will work with the City to coordinate conceptual graphics with sign companies regarding final design and details.
3. Irrigation services for the entire property will be provided by RMGA sub-consultant Aqua Turf International, located in Tequesta, Florida. Richard Mandell will sign and stamp all irrigation plans as necessary.
4. The project will be designed and permitted in a single-phase. The design and permitting will be prepared jointly by BA and RMGA with each team member responsible for signing and sealing drawings applicable to their portion of the project.
5. Bridge design (if needed) and permitting is NOT included in this proposal.
6. This proposal does not include any permit application fees.

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II. GENERAL DESCRIPTION

1. RMGA shall perform all necessary golf architecture services required for the design and construction of the Hollywood Beach Golf Course Renovation project, which shall include, but not be limited to, the necessary conferences, consultation, preparation of preliminary studies, working drawings, specifications, scale and detail drawings, estimate of costs.
2. The RMGA Team shall provide all necessary services to prepare necessary documents for the golf course permitting and construction processes. In conjunction with the BA Team and to ensure both consultants jointly submit a single set of permit drawings for each authorizing agency, Richard Mandell will sign and seal all applicable drawings required for permit approval of which RMGA, Inc. is responsible for preparing (**Richard Mandell Florida License Number: LA6667471**) and work with the BA Team to submit **A SINGLE, UNIFIED** permit package.

BA): Existing tees, greens, fairways, bunkers, contour topography, existing structures and paved areas including clubhouse, maintenance facilities, relevant property boundaries. All other physical features shall include ponded water and other waterways, vegetation including brush and drip line of all existing trees.

- b. **Site Plan Design Concepts/Schematics:** RMGA shall prepare and present, for approval by the City multiple Site Plan Options, Design Concepts and Schematics Reports, comprising of Schematic Design Studies to best evaluate the variety of options available to the City for the site. Each study will include identification of any special requirements affecting the Project, a Project Development Schedule and Statement of Probable Construction Cost as defined below:
1. **Programming:** RMGA shall assist the BA Team with space planning and programming for the clubhouse (inclusive of a community meeting space), to produce proximity configuration of a space layout that is in accordance with the project's requirements.
 - a. A collaborative meeting between the appropriate representatives of the city, the BA Team, the RMGA Team, and the golf operator will be organized to determine the Clubhouse Program Outline. The purpose of the meeting will be to create a detailed design program of the architectural program elements that will make up the golf clubhouse design.
 2. **The Schematic Design Plans** shall depict locations of the clubhouse and maintenance areas, parking lot and entry road, pump station and other related facilities, excluding design programming, site planning or final design of these features.
 - a. RMGA will provide all concepts to the BA Team as they provide clubhouse alternative studies to RMGA, recognizing the function of the buildings in relationship with access, parking, service, vistas, golf, and amenities. The RMGA Team will address the relationship of the clubhouse to the starting and finishing holes, practice area, bag drop, cart staging, return, and cart storage in each clubhouse site plan concept provided by the BA Team.
 3. **A Feature Design Study** shall illustrate proposed feature designs for the golf course and any practice areas, including the locations and configurations of centerlines, tees, greens, fairways, lakes, hazards and other features RMGA deems necessary.
- c. **Irrigation Pre-Design Consulting**
1. Coordinate water use planning with golf course architect, golf course superintendent, and any other consultants as required.
 2. Perform an on-site irrigation planning and review to generate a scope of work.

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- i. Upon submission of three copies of all documents (without additional charge) required under Phase 1, RMGA shall not proceed until the documents have been approved by the City and Authorization to Proceed with the next steps in the phase has been issued.
- j. **Submission to City for Review:** RMGA shall assist the BA Team in providing schematic golf course drawings to obtain plat approval, Site Plan approval from the Planning and Zoning Board, and or City Commission if required. RMGA shall make presentations of the Project to the General Obligation Bond Advisory Board, Pre-Application Conceptual Oversight Committee, Technical Advisory Committee, Planning and Zoning Board, City Commission and lead other Public meetings as needed.
 1. RMGA shall lead a minimum of five such public meetings and provide rendered site plans, 3D graphics, and color presentations as RMGA deems necessary to convey design intent for this Phase.
 2. RMGA shall make revisions as needed to obtain Site Plan approvals, change of use, or any other permit needs.

2. PHASE 2: DESIGN DEVELOPMENT

- a. Based upon approved Schematic Design Documents, RMGA shall prepare and present, for approval by City, an updated golf course project design. Design Development Documents shall consist of drawings, 3-dimensional renderings, contextual perspective renderings, drainage studies, outline specifications and other documents which RMGA deems necessary to delineate and describe the size and character of the entire golf course (including construction material descriptions, details and other items incidental thereto). RMGA shall provide feedback and re-submittal to the governing agencies, including written responses from concept plan comments as required by the Project Manager.
- b. **Design Development Drawings (30% plan submittal)** for clearing, grading, drainage, sprinkler layout and grassing, and other necessary construction design elements. The preliminary construction drawings shall be sufficient in detail, in the opinion of RMGA, to reasonably ascertain the scope of construction and assist with the permit process.

RMGA will make a 30% Design Development Documents submittal, for approval by the City, which shall include, but not be limited to:

1. **Master Plan** showing golf course layout including:
 - a. Golf course entrance.
 - b. Clubhouse area (this is a designation of the clubhouse site and does not include a detailed plan of the clubhouse area or of the clubhouse building(s)).
 - c. Golf Holes with tee, fairway, green locations, shapes, and sizes.
 - d. Bunker locations, shapes, and sizes.

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- c. **Cost Estimate:** RMGA shall submit an updated **Statement of Probable Construction Cost**. If the updated Statement of Probable Construction Cost exceeds the total budgeted amount, RMGA will include appropriate cost or scope reduction recommendations.
- d. **Submission to City for Review:** RMGA will submit three sets of all documents required under this Phase, at no charge, for approval by the City. RMGA shall not proceed with the next Phase until the City has approved the documents.
- e. **GOB Advisory Board, Preparation and Presentations:** RMGA shall attend at least one GOB advisory Board Meeting, and at least two public meetings as well. In addition, RMGA shall prepare and present a PowerPoint presentation to include updated renderings and project information. RMGA will provide written responses to all comments from the initial GOB Advisory Board presentation, including information about why any comment/suggestions were or were not incorporated into the design. RMGA will provide written responses to all comments for every meeting.
- f. **Meetings:** RMGA shall attend bi-weekly design progress meetings held via conference call unless the City determines that an in-person meeting is required to address a particular concern. RMGA fees are inclusive of all travel for in-person meetings.
- g. **Preliminary Submittal Meeting for Permitting:** The RMGA and BA Teams shall coordinate all required preliminary submittals for project permitting, including any required permit coordination meetings, plan revisions, and re-submittals.
- h. **Value Engineering.** Value engineering is a standard component of all design procedures undertaken by RMGA. RMGA will provide additional design revisions (with applicable drawings) and updated analysis and design recommendations throughout the life of the project. Specifically, RMGA will provide Value Engineering beginning at 30% plans if construction cost estimate is more than 95% of budget.

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3. PHASE 3: GOLF COURSE CONSTRUCTION DOCUMENTS

Construction Documents – Development: From the approved Design Development Documents, RMGA will prepare for approval by City, and in accordance with City's format, Construction Documents setting forth in detail the requirements for the construction of the Project in accordance with the specifications as required by the Project Manager. RMGA is responsible for full compliance of the design and the Construction Documents with all applicable codes.

- b. Plan showing approximate cut & fill areas with earthwork quantities for each area. This drawing will include total earthwork figures for the entire site.
 - c. All applicable notes and construction details.
 - d. **Plans to be Signed & Sealed by RMGA.**
6. **Final Golf Course Drainage Plans** (coordinated with master drainage plan designed by the BA Team, where applicable) showing:
- a. Proposed drainage modifications including a network of related internal drainage pipes and surface drainage.
 - b. Pipe locations and types
 - c. Catch basin locations and types
 - d. Open drainage swales and other appurtenances.
 - e. All applicable notes and construction details.
 - f. **Plans to be Signed & Sealed by RMGA.**
7. **Grassing Plan** showing:
- a. Specified areas to be grassed with specific grasses.
 - b. Grassing construction details with all applicable notes.
 - c. All necessary golf course sign locations.
 - d. **Drawing to be Signed & Sealed by RMGA.**
8. **Green Grading Detail Plans** (scale no less than 1"=40') showing:
- a. Green outline and surrounding features (including bunkers, grass hollows, etc.) with appropriate shapes and sizes.
 - b. Proposed one foot contours for entire green complex.
 - c. Green Staking Plan showing green outline and distances from centerpoint of green every 20 degrees.
 - d. **Plans to be Signed & Sealed by RMGA.**
9. **Irrigation Sprinkler Plans** showing:
- a. Full Irrigation plan drawings showing sprinkler layout, electric auto valves, lateral pipe routing, pipe size, valve sizes and location.
 - b. Mechanical plan drawings showing one piping system (HDPE or PVC) mechanical hydraulic design.
 - c. Electrical plan drawings showing one control system design to include satellite or decoder-IC, placement and sizing, power source locations, wire routing and size and central communication requirements.
 - d. Communication cable plan drawings.
 - e. Construction material and installation details.
 - f. Irrigation general and technical specifications.
 - g. **Plans to be Signed & Sealed by RMGA.**
10. **60% Preliminary Landscape Architecture Plans:**
- a. The RMGA Team will provide preliminary landscape architecture plans for the entire site based on current applicable City of Hollywood Land Development Code requirement buffers, etc. The landscape plan will consist of a detailed layout of proposed plantings with a plant list identifying species,

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17. **Submission to City for Review:** RMGA understands that an Authorization to Proceed with the completion of the 60% Golf Course Construction Documents Phase will not be issued if the latest Statement of Probable Construction Cost exceeds the Total Authorized Design Value, unless the City increases the Total Authorized Design Value or RMGA and the City agree on methods of cost reduction sufficient to enable construction within the funds available.

18. Where applicable, RMGA will approved additive alternate bid items in the Construction Documents to permit the City to award a Construction Contract within the limit of budgeted amount.

a. RMGA shall not proceed with further development until approval of the 60% documents is received from the City. RMGA will make all changes to the documents and resolve all questions indicated on the documents. A 60% complete Check Set shall be returned to the City.

b. **100% Construction Documents Submittal:**

From the approved 60% Construction Documents, RMGA will prepare for approval by City, and in accordance with City's format, Construction Documents setting forth in detail the requirements for the construction of the Project in accordance with the specifications as required by the Project Manager. RMGA is responsible for full compliance of the design and the Construction Documents with all applicable codes. Documents shall include, but not be limited to:

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1. **Index Sheet** showing a complete index of every drawing sheet, to become part of the Construction Documents, and RMGA's evaluation of the individual percentage completion of each sheet **to be Signed & Sealed by RMGA.**

2. **Master Plan** showing golf course layout including:

- a. Golf course entrance.
- b. Clubhouse area (this is a designation of the clubhouse site and does not include a detailed plan of the clubhouse area or of the clubhouse building(s)).
- c. Golf Holes with tee, fairway, green locations, shapes, and sizes.
- d. Bunker locations, shapes, and sizes.
- e. Mounds, grass bunkers, and other feature shaping.
- f. Pond locations, shapes, and sizes.
- g. Road and development layout.
- h. Maintenance area (this is a designation of the maintenance site and does not include a detailed plan of the maintenance area or of the maintenance building(s)).
- i. Scorecard.
- j. **Plan to be Signed & Sealed by RMGA.**

- c. Green Staking Plan showing green outline and distances from centerpoint of green every 20 degrees.
- d. **Plans to be Signed & Sealed by RMGA.**

9. **Irrigation Sprinkler Plans** showing:

- a. Full Irrigation plan drawings showing sprinkler layout, electric auto valves, lateral pipe routing, pipe size, valve sizes and location.
- b. Mechanical plan drawings showing one piping system (HDPE or PVC) mechanical hydraulic design.
- c. Electrical plan drawings showing one control system design to include satellite or decoder-IC, placement and sizing, power source locations, wire routing and size and central communication requirements.
- d. Communication cable plan drawings.
- e. Construction material and installation details.
- f. Irrigation general and technical specifications.
- g. **Plans to be Signed & Sealed by RMGA.**

10. **90% Landscape Architecture Plans:**

Based on the City approved preliminary package, the RMGA Team will coordinate in the preparation of the 90% landscape architecture plans for the entire site for the project consisting of the following:

- a. Golf Course Landscape Plan showing specific plant locations, types, and sizes.
- b. Specific selection and identification of all plant material.
- c. The location and spacing of all material.
- d. A detailed plant list for ease of construction. Plant list includes
- e. genus, species, and variety of plant materials, quantity, size, spacing and detailed remarks.
- f. Provide signed and sealed plans as required.
- g. **Plans to be Signed & Sealed by RMGA.**

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11. **Cart Path Construction Plans** showing:

- a. The general location and quantity of cart path contemplated for the Project, considering only matters customarily within the expertise of RMGA including circulation, accessibility, concealment and aesthetics.
- b. All applicable notes and construction details.
- c. **Plans to be Signed & Sealed by RMGA.**

12. **Technical Specifications, Bid & Construction Documents:**

- a. Invitation for Bids, Instructions to Bidders, Bid Form, Non-Collusion Form, Bid Bond Form, Bidder's Qualifications Statement, Performance and Payment Bond Form, etc.
- b. General Conditions.
- c. Special Conditions.
- d. Technical Specifications using CSI Standards, including the 16-Division and 3-part Section format developed and recommended by the CSI or other industry acceptable

- b. RMGA will prepare addenda, if any are required, for the City to issue to all prospective bidders. No addendum shall be issued without the City's approval.
- c. RMGA will be present at bid opening with City's representatives.
- d. **Bidding Conditions:** If the lowest responsive, responsible Base Bid received, or the Construction Manager's Guaranteed Maximum Price (GMP), exceeds Total Authorized Design Value, the City may direct RMGA to revise the Project scope or quality, or both, as approved by the City, and rebid the Project, or suspend and abandon the Project.
- e. If necessary, RMGA will, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the budgeted amount. Provision of such service shall be the limit of RMGA's responsibility in this regard, and having done so, shall be compensated in accordance with the Contract.
- f. It is agreed that any "Statement of Probable Construction Cost" or Detailed Cost Estimate prepared by RMGA or the Construction Manager (if applicable) represents a reasonable estimate of cost in RMGA's or Construction Manager's best judgment as a professional familiar with the local construction industry, and that neither RMGA, Construction Manager nor the City, has any control over the cost of labor, materials, and equipment, bidders' methods of determining bid prices, competitive bidding, or market conditions. Therefore, RMGA cannot and does not guarantee that bids will not vary from the final Statement of Probable Construction Cost or Detailed Cost Estimate prepared by RMGA or Construction Manager, if applicable.
- g. If the Latest Statement of Probable Construction Cost exceeds the budgeted amount, RMGA will review the materials, equipment, component systems and types of construction included in Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project made at no additional cost to the City) that will result in bids within the available funds.
- h. Evaluations of the City's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by RMGA and Construction Manager (if applicable) represent RMGA's or Construction Manager's best judgment as a professional familiar with the construction industry. Prior to authorizing RMGA to proceed with preparation of the Final Design, the City may establish and communicate to RMGA a maximum sum for the cost of construction of the Project ("Construction Budget").

If the City has not advertised for bids within 90 days after RMGA submits the Final Design to the City, the estimate of the cost of construction may be adjusted. RMGA cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of



responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the Work in accordance with the Contract Documents.

RMGA shall have the authority to make changes to the Work for the purpose of enhancing and adapting the design for site conditions, such as vegetation, terrain and subsurface geology. All changes are subject to the approval of the City, which shall not be unreasonably withheld. If deemed necessary or appropriate, RMGA shall prepare supplemental drawings or field sketches as information for the Contractor.

- c. **Written Reports:** RMGA will furnish the City with a written report of all observations of the Work made by RMGA and the Subcontractors during each visit to the Project. RMGA will also note the general status and progress of the Work and submit it in a timely manner. RMGA and the Subcontractors will ascertain if the Contractor is making timely, accurate, and complete notations on the "as-built" drawings.
- d. **Review of Pay Applications:** Based on observations at the site and consultation with the Project Manager, RMGA will determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by RMGA to the City that, to the best of RMGA's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents subject to:
 - 1. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
 - 2. The results of subsequent tests required by Contract Documents.
 - 3. Minor deviations from Contract Docs corrected before completion.
 - 4. Any specific qualifications stated in the Payment Certificate and further that the Contractor is entitled to payment in the amount agreed upon at the requisition site meeting.By recommending approval of a Payment Certificate, RMGA will not be deemed to represent that RMGA has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Construction Contract Sum.
- e. RMGA will be an interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. RMGA will render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- f. Interpretations and decisions of RMGA will be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter,

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- c. 8 1/2" x 11" color laminated hole x hole sheet to be stored with each satellite. (If Applicable)
- d. One full size 100' scale printed color Wall Map (Typical size: 48" x 60"), onto a high-glossy photo paper ready for wall mounting.
- 8. PDF's of all deliverables above.

j. **Irrigation Central Control Programming.** ATI will provide the following irrigation computer programming services:

- 1. Completion of databases using as-built information furnished by irrigation contractor and any revisions provided by personnel.
- 2. Completion of databases for flow management based on the hydraulic and electrical design of the irrigation system. This will optimize system flow to complete watering in the shortest period of time without exceeding the design parameters of the system.
- 3. Completion of schedules and programs for initial operation of the irrigation system.
- 4. All irrigation schedules based on superintendents' recommendations or ET (evapotranspiration).
- 5. Field database entry of sprinkler, auto valve and satellite data.
- 6. Hydraulic flow management data entry.
- 7. Basic programs and schedules.
- 8. Conversion of the GPS digital image to a graphic file compatible for the selected manufacturer.
- 9. Completion of the control system electronic map.
- 10. Installation, training, and support coordinated with Distributor.

k. **Change Orders:** RMGA will initiate Change Orders for the City's approval as required by RMGA's observations, or requested by the City; and review and recommend action on proposed Change Orders within the scope of the Project initiated by others.

l. **Substantial Completion:** RMGA will examine the work upon receipt of the Contractor's Request for Substantial Completion Inspection of the project and shall, prior to occupancy, recommend execution of Certificate of Acceptance for Substantial Completion after first ascertaining that Project is substantially completed in accordance with the Contract requirements.

A punch list of any defects and discrepancies in the Work required to be corrected by the Contractor shall be prepared by RMGA and the Subcontractors in conjunction with representatives of the City, and satisfactory performance obtained thereon before RMGA recommends execution of Certificate of Final Acceptance and final payment to Contractor. RMGA will obtain from Contractor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and specifications, and deliver them to the City.

m. **City Support of O&M Documents, Procedures, etc.:** RMGA will provide assistance in obtaining the Contractor's compliance with

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provide **twenty (20) once-weekly** Project Site Representation visits to the City during construction of the golf course portions of the project (including practice facility, etc.) for each week Richard Mandell is not on-site.

Weekly visits shall cover a ten-month period of construction (not including grow-in). Visits will be roughly a half-day consisting of a meeting with the golf course contractor and City Project Manager followed by a hole by hole visit to review construction progress and suggest solutions to construction issues as needed. The RMGA Site Representative will also prepare a concise report detailing each visit.

Project Site Representation does not include golf course grow-in services nor representation during the golf course grow-in (to commence after construction is completed).

B. RMGA'S SCHEDULING METHODOLOGY

RMGA proposes the following scheduling methodology (time line) for effectively managing and executing this Work in the optimum time.

- Phase 1 - Programming, Master Plan, Site Plan, Schematic Design: **150 days**
 - Phase 2 - Design Development: **120 - 210 days** (pending permit process)
 - Phase 3 - Golf Course Construction Documents Development: **120 days**
 - Phase 4 - Bidding and Award of Contract: **120 days** (pending City process)
 - Phase 5 - Administration of the Construction Contract: **480 days**
- Total Number of Days: 990 - 1,080 days**

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IV. ADDITIONAL CONSULTANT REQUIREMENTS

A. RMGA shall be responsible for professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by RMGA. RMGA shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services that may surface throughout the project to include construction phase.

1. All original designs, drawings, specifications and services rendered by RMGA and paid for by the City shall be the property of the City to use in any manner it may deem appropriate.
2. Drawings and specifications reproduced by the City for permitting purposes shall be signed and sealed by RMGA as a basic service.

B. Upon completion of the project, RMGA shall furnish to the City a complete record set of as-built (record) drawings. City shall be owner of said documents; however, RMGA may retain copies thereof. In the event the City uses any designs, drawings or plans prepared by RMGA for any purposes other than the project, RMGA shall not be liable for such uses of designs, drawings or plans.

drawings and specifications at their own cost beyond those specified to be provided by RMGA within this proposal.

5. RMGA shall be solely responsible for the services rendered by any sub-consultants, and all warranties, indemnifications, and hold harmless provisions of this agreement shall apply to the same extent to the services of such sub-consultants, as if performed by RMGA hereunder, it being the intent that RMGA perform and be responsible for all of the services rendered hereunder.
6. RMGA shall submit monthly statements for services in proportion to the work performed within each phase of services on the basis set forth herein.
7. The City shall, if the billings are in proper order, pay RMGA's billings upon the next regular scheduled payment cycle as established by the City Finance Department.
8. Payment of work will be done commensurate with the work being completed regardless of title. Example: CAD work pays at CAD operator level.

VIII. ADDITIONAL CONDITIONS

- A. The costs indicated herein are quoted for a period of six months from the date of the proposal, after which they are subject to renegotiation.
- B. Bills are due and payable within thirty (30) days of receipt. RMGA will charge a 1 1/2% per month finance charge on unpaid balances past due fifteen days, which is an annual percentage of 18%, until the stated balance is paid in full.
- C. The City of Hollywood is responsible for payment in full. Arrangements to share costs with others and subsequent collection of the same are the full responsibility of the City of Hollywood.
- D. All accounts over 30 days past due shall be subject to collection procedures. The City shall be responsible for all costs of collection, including post-judgment procedures, including all court costs and attorney's fees.
- E. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. RMGA shall prepare all work in accordance with Federal, State and Local requirements in effect at the time.
- F. **INCLUSION OF AGREEMENT:** If the City chooses to utilize another form of agreement, this Agreement shall be included as an exhibit and in the event of any conflict, this Agreement shall take precedence.
- G. RMGA shall comply in every respect with all applicable federal, state and local laws, ordinances, regulations and building and construction codes. If any of the construction drawings are at variance with such laws, ordinances, regulations and building and construction codes, RMGA shall notify the City promptly upon discovery of such variance and revise accordingly.

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LEE MARSHALL
WEEKLY SITE REPRESENTATIVE

Bachelors of Landscape Architecture
University of Georgia, 2005

Lee Marshall graduated from the University of Georgia with a Landscape Architecture degree and has 17 years of golf course design experience with Greg Norman Golf Course Design, Kipp Schulties Golf Course Design, and independently.

Lee will serve as a weekly site representative (one or two days) when Richard Mandell is not on site. His experience in completing construction documentation and bidding specifications necessary to fulfill each contract, such as permitting, grading, designing, concept planning, digitizing, and quantifying makes Lee invaluable to the RMGA Team as a weekly site representative.

Lee is also a 50% owner of GPSDesign LLC. He and his partner, Sean Hyduk, collaborated to create a company that services GPS components such as as-builts, topo mapping, aerial photography, drone imagery, and quantity verification. Both Marshall and Hyduk understand the importance of being on-site as a designer and adequately verifying all quantities constructed and billed by the contractor.

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RELATED PROFESSIONAL EXPERIENCE:

2015 - Present, Co-Owner, GPSDesign, Jupiter, Florida.

2014 - 2019, Senior Architect Sub-Contractor, Kipp Schulties Golf Design, Jupiter, Florida.

2004 - 2014, Senior Designer, Greg Norman Golf Course Design, West Palm Beach, Florida.

SELECT GOLF COURSE PROJECT EXPERIENCE:

- ❖ Admiral's Cove Country Club, Jupiter, Florida
- ❖ Riviera Country Club, Coral Gables, Florida
- ❖ Fort Lauderdale Country Club, Fort Lauderdale, Florida
- ❖ Country Club of Miami, Miami, Florida
- ❖ Ventura Country Club, Orlando, Florida
- ❖ Ponderosa Country Club, Peachland, Canada
- ❖ Punta Tiberon, Vera Cruz, Mexico
- ❖ Harbour Ridge Country Club, Palm City, Florida
- ❖ Stonebridge Country Club, Boca Raton, Florida
- ❖ Banyan Golf Club, West Palm Beach, Florida
- ❖ Bocaire Country Club, Boca Raton, Florida
- ❖ Mizner Ridge Country Club, Delray Beach, Florida