


[Sign In](#)
[Home](#)   [Legislation](#)   [Calendar](#)   [City Commission](#)   [Boards/Committees](#)   [People](#)
[Facebook](#) [Twitter](#) [Share](#) [RSS](#) [Alerts](#)
[Details](#)   [Reports](#)

**File #:** R-2020-048   **Version:** 1   **Name:** Reso Hollywood Beach Golf Design McCumber  
**Type:** Resolution   **Status:** Agenda Ready  
**File created:** 1/22/2020   **In control:** Department of Design & Construction Management  
**On agenda:** 2/19/2020   **Final action:**

**Title:** A Resolution Of The City Commission Of The City Of Hollywood, Florida, Approving And Authorizing The Appropriate City Officials To Execute A Professional Services Agreement with Mark McCumber And Associates Based Upon A Negotiated Proposal For Architectural/Engineering/Landscape Architectural Services For Golf Course Renovations, Site And Building Design, Construction Documents, Permitting And Construction Professional Services For The New Hollywood Beach Golf Course Cub House And Course Renovations, A General Obligation Bond Project, In Aggregate Amount Not To Exceed \$951,150.00.

**Attachments:** 1. [Resolution - Hollywood Beach Golf Course McCumber.pdf](#), 2. [Exhibit A Proposal 1-16-20 by mark Mccumber and Associates.pdf](#), 3. [Professional Services Agreement 2019.-McCumber.pdf](#), 4. [COI City of Hollywood-Mark Mccumber and Associates HBGC.pdf](#), 5. [TermSheetArchitectEngineeringProgandDesignHollywoodBchGolfCourseGOBProjectsMcCumber.pdf](#), 6. [BIS 20-087.pdf](#)

[History \(0\)](#)
[Text](#)

0 records

Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
No records to display.							

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MARK MCCUMBER AND ASSOCIATES BASED UPON A NEGOTIATED PROPOSAL FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE HOLLYWOOD BEACH GOLF COURSE RENOVATION & CLUBHOUSE CONSTRUCTION, A GENERAL OBLIGATION BOND PROJECT, IN AN AMOUNT NOT TO EXCEED \$951,150.00.

WHEREAS, on August 28, 2019, the City Commission passed and adopted Resolution No. R-2019-229, ranking architectural/engineering firms selected pursuant to Request for Qualification PR-19-018 and authorizing the appropriate City officials to negotiate and execute an agreement with the highest ranked firm, Mark McCumber and Associates; and

WHEREAS, a negotiation committee comprised of in-house professionals consisting of the Director of Design and Construction Management ("DCM"), Assistant Director of DCM, Director of Parks & Recreation, and Assistant Director of Procurement and Contract Compliance were assigned the task of evaluating and negotiating the scope of services and fee proposal submitted by Mark McCumber and Associates; and

WHEREAS, the scope of services and fee proposal negotiated between the City and Mark McCumber and Associates is set forth in the attached Exhibit "A" and has been determined to be fair and reasonable; and

WHEREAS, the Director of DCM, Director of Parks, Recreation and Cultural Arts, and the Director of Procurement and Contract Compliance recommend that the City Commission approve and authorize the appropriate City officials to execute the attached Professional Services agreement with Mark McCumber and Associates based upon the proposal set forth in Exhibit "A" that will be included in the agreement; and

WHEREAS, funding is available in account number 333.309901.57200.531210.001194.000.000 pursuant to Resolution No. R-2019-312, which continued the appropriation for previously approved capital projects from FY 2019 to FY 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the appropriate City officials, to execute the attached Professional Services agreement inclusive of the proposal submitted by Mark McCumber and Associates, together with such non-material changes as may be subsequently be agreed to by City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
JOSH LEVY, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

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

\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY

## Hollywood Beach Golf Course Hollywood, FL

### Architectural/Engineering Design Services

## Fee Proposal Summary

1/16/2020

Please see the attached breakdown for a detailed analysis of each component.

## PROJECT UNDERSTANDING

---

The work consists of providing Basic Architectural, Design and Engineering Services for a restored golf course, clubhouse, and support buildings for the renovation project. This proposal includes Interior Design to provide finishes and color selections for this project.

We understand the project to include a new two-story clubhouse with ample covered outdoor space, a maintenance building, and a small toilet room building located on the golf course. The new clubhouse, parking, and cart storage will be located at the southwest corner of the property along Polk Street and N 17<sup>th</sup> Avenue. This will allow the golf course to retain its original routing. A new fitness and nature walk will be located along the perimeter of the site of all four sides. This will incorporate existing landscaping and new natural vegetation. Stretch stations and nature signposts that describe the natural environments will be located along the walk. Details will be shared with the neighborhood during Community Meetings aimed to share design philosophies and receive community input that can be incorporated in the project.

The restored golf course will be 18 championship holes going back to its original routing and have new grasses, new irrigation, new greens complexes, new tee complexes, new bunkers, new cart paths and most critically improved drainage due to course closure.

The proposed clubhouse is 6,000 square feet building composed of concrete and steel that integrates passive and active sustainable design features. The conceptual design includes a green roof, viewing tower, and other design features that will be incorporated if the budget permits. The building will include a pro shop, dining area and bar, locker rooms, concessions, commercial kitchen, and other spaces that will be determined in the final program.

A 5,000 square feet prefabricated steel building will house the maintenance operations for the golf course. The exterior aesthetics will match the clubhouse and the building will be in a pocket of thick vegetation to help conceal it. The building will have a small office, toilet room, overhead doors for equipment storage, and other spaces that will be determined in the final program.

The separate toilet building will be approximately 500 square feet and will have Men's and Women's toilet rooms in addition to a small storage/janitor's room. The design will follow that of the clubhouse and the roof structure will extend to provide overhead cover from rain for the doors.

The clubhouse will have a covered drop off area and integrated covered parking for golf carts. The site includes all parking required for the project and sustainable design features such as rain gardens, bio-swales, water cisterns, permeable hard surfaces and pavers.

The design intent for this project is to provide a design goal to meet or exceed FGBC Silver Certification level.

## **Phase 1 Project Scope – Programming, Master Plan, Site Plan & Schematic Design**

---

### **Golf Course, Landscape & Irrigation Project Scope**

- Develop a program with the goals and objectives of the City's Parks and Recreation Department to fully address needs and concerns of the golf course and surrounding landscape. To include review of clubhouse program, size of facility, rooms, kitchen, banquet hall etc.
- Coordinate with surveyors and other consultants to verify existing conditions and proposed upgrades
- Refine design and scope as needed after public meeting input
- Create conceptual site plan based on team inputs for golf course and landscape
- Apply sustainable features to golf course and landscape to adhere to LEED/SITES certification
- Conduct bi-weekly design meetings
- Participate in community design meetings and planning meetings as required
- Prepare preliminary cost estimates and revise project timeline
- Hold a design kickoff meeting with City staff to go over the process and varied project requirements.

### **Clubhouse/Support Buildings**

#### **Conceptual Design**

- Develop a program for the clubhouse and support buildings based on coordination with the City
- Coordinate with subconsultants and client to verify existing site infrastructure locations and proposed upgrades
- Refine design and scope based on program and budget to create flexible spaces
- Create a new site plan, floor plans, and elevations
- Revise renderings to match new drawings
- Include sustainable design features and provide Owner with proposed list of features that will be explored further
- Provide a preliminary rough estimate/budget based on cost per square feet
- Provide preliminary design package for pre-application conference
- Attend pre-application conference with Planning for conceptual overview
- Setup and hold one (1) Community Engagement meetings and one (1) General Obligation Bond (GOB) Oversight Board Meeting
- Attend bi-weekly design progress meetings

## Schematic Design

- Refine design and scope based on program and budget to create flexible spaces
- Create a new site plan, floor plans, and elevations
- Revise renderings to match new drawings
- Review sustainable design features with Owner and provide additional details
- Provide a preliminary rough estimate/budget based on cost per square feet
- Refine preliminary design package for pre-application conference
- Coordinate with sub-consulting planner to provide documents for Technical Advisory Committee (TAC)
- Coordinate with sub-consulting planner to provide documents for Planning and Development Board
- Planning and Zoning Board approval meeting
- Setup and hold one (1) Community Engagement meetings
- Attend five (5) public meetings during the design phases including those listed above
- Attend City Commission meeting for final approval of Site Plan
- Attend bi-weekly design progress meetings

## Structural Engineering Services

### Schematic Design

- Review architectural documents.
- Perform preliminary code analysis as related to structural aspects of the project.
- Develop key design criteria for approval by the Owner.
- Develop loading criteria.
- Provide structural system comparison and recommendations based on program, schedule, budget and constructability parameters.
- Assist in coordination with the design team.
- Assist in coordination with prefabricated steel building manufacturer for the maintenance operations building.
- Provide review and coordination with the geotechnical.
- Participate in biweekly design/pre-construction team meetings via web/conference call.
- Respond to Owner generated comments.
- Deliverables: Structural scope narrative only, no structural drawings provided.

## MEP & Fire Protection

### GENERAL SERVICES

- Attend coordination meetings (via video conference) to review engineering concepts in order to proceed with the design phase and to properly coordinate the work of the related disciplines.
- Provide assistance to the Architect in establishing space allocations for systems, equipment and associated distribution.

1600 Johnson Street | Hollywood, FL 33020 | [www.mwvgolf.com](http://www.mwvgolf.com) | Office 954.927.1751

- Review with the Architect the impact the systems may have upon the aesthetics of the facility.

### **Environmental Services**

- Collection of up to 40 discrete soil samples from up to ten soil boring locations across the site (approximately 110 acres or 2,400 feet by 2,000 feet). The soil sampling locations will be selected based on current site usage (i.e., greens, tees, fairways and maintenance areas). Representative samples will be collected from at least two greens, two tees and in key maintenance area locations (e.g., soil mixing or staging areas). Soil borings will also be installed across at least one fairway perpendicular to course play. Soil samples will be collected at 0-0.5 feet below land surface (bls), 1.5-2 feet bls, 2-4 feet bls and every two feet to groundwater. Depth to water is anticipated to be approximately 6 feet bls.
- Soil samples will be collected and submitted to a National Environmental Laboratory Accreditation Program (NELAP) accredited laboratory for analysis by US Environmental Protection Agency (EPA) Method 6010 for Arsenic and Lead, EPA Method 353.2 for Nitrates/Nitrates/NOX, EPA Method 8081 for Organochlorine Pesticides and EPA Method 8141 for Organophosphate Pesticides.

### **Civil & Survey Services**

#### **Concept Design Phase**

- Prepare engineered Concept Site Plan working with the golf course architect and building architect. This engineered Plan will include the proposed clubhouse, maintenance and restroom facilities as well as the primary entrance drives, parking areas and vehicular and pedestrian circulation paths.
- Site utilities master plan, for water, sewer, drainage, communications and power, including any offsite work.

#### **Subconsultants**

- Boundary, Topographic and tree Survey by NV5, Inc. The topographic portion of the survey will be conducted using a combination of unmanned aerial vehicle (UAV) photogrammetry and LIDAR flights and ground support survey to expedite the survey timeframe.
- Environmental Wetland Services by E-Reg Consulting, LLC. This task includes conducting a preliminary site inspection to review onsite wetlands or surface waters and potential listed species issues, coordination with SFWMD regarding environmental review criteria, and attendance at the pre-application meeting with SFWMD.



## **FGBC Facilitation and Fundamental Commissioning**

### Green Project Meeting During Schematic Design

NV5 will conduct a Green Project Meeting compliant with FGBC prerequisite PMp1 with the Owner or Owner's Representative, design team representatives from architecture, landscape architecture, mechanical, and lighting/electrical, civil, and other key stakeholders. Convening these stakeholders is essential to clearly establish goals and strategies for the project and to develop consensus among the team members. In advance of the meeting, we will develop a preliminary FGBC certification scoresheet to guide the meeting discussion.

Throughout design development, our scope will include assisting the design team with evaluating the energy savings due to refinements to the building envelope, lighting, HVAC system, controls and potential renewable energy options.

The primary goals for the Green Project Meeting are:

- Educate project stakeholders about FGBC - conduct an overview of FGBC certification and the rating process
- Define sustainability goals for the project and evaluate the project with respect to FGBC objectives
- Prioritize sustainability strategies for the project
- Identify FGBC credits to obtain the desired level of award
- Explore how FGBC objectives could be met and develop a plan for achieving FGBC certification
- Evaluate the FGBC boundary
- Evaluate the project with respect to local green building and energy standards
- Identify alternatives that could be used in an alternate certification plan to achieve the next higher level of FGBC rating
- Establish project team responsibilities/action items to meet targets discussed and identify individuals to be responsible for documenting the requirements of each FGBC credit (Credit Champions)

NV5 will take information on project goals and priorities from the kick-off meeting and help create the Owners Project Requirements (OPR) and the Basis of Design (BOD) in coordination with the Architect and team. Project team members from the design and construction team will have primary responsibility for documenting FGBC credits, with NV5 providing guidance and sample documentation as needed.

## Phase 1 Project Schedule

---

### Phase 1 – Programming, Master Plan, Site Plan and Schematic Design

March 2020-May 2020

- Survey/Base Maps – January 2020-February 2020
- Program Development – January 2020-February 2020
- Schematic Design Master and Site Plan Studies and Review – February 2020-March 2020
  - Public Meetings and Hearing as required; Civic Associations & GOB Oversight Board
  - Updated Project Schedule
  - Preliminary Project Construction Cost
- Create Florida Green Building Council design goals and objectives with input from the city and provide design review to make sure goals and objectives are being met
- Approval From City and approval to move forward March 2020
- Provide Microsoft project schedule with proposal, revised with each pay request.

## Phase 1 Fees

---

Geotechnical	\$0
Environmental	\$16,592
Civil	\$12,667
Survey	\$46,220
Asbestos Survey	\$0
Architecture/Structural MEP Buildings	\$60,525
Irrigation Design	\$0
Planning Consultant	\$12,500
Golf Course Architecture/Landscape Architecture	\$77,750
<b>Design &amp; Engineering Cost</b>	<b>\$226,254</b>

## Phase 2 Project Scope – Design Development

---

### Golf Course, Landscape & Irrigation Project Scope

- Coordinate with team to determine integration and circulation between buildings and golf course envelope
- Work with civil engineer to determine plan of action to address drainage shortcomings of course and ways to implement solutions
- Provide Design Development documents and plans and outline specifications for Owner approval
- Respond to issues and questions with planning review process to get city approvals
- Provide anticipated plant palette for review
- Revised project cost estimate for golf course, landscape and irrigation
- Revise project timeline
- Attend bi-weekly design progress meetings

### Clubhouse/Support Buildings

- Provide code analysis of the proposed facility and site
- Coordinate with sub-consulting engineers to determine boring locations for geotechnical report
- Review geotechnical report and coordinate with structural and civil engineer as needed
- Create a detailed analysis of the proposed sustainable design features with consulting engineers
- Review proposed mechanical, electrical and plumbing systems and locations provided by consulting engineers
- Coordinate with structural engineer to develop an efficient structural system for each building
- Provide Design Development Documents including drawings and outline specifications for Owner approval, including kitchen equipment layout and selection
- Provide construction estimate to compare with Owner's budget
- Recommend finishes, materials, and color palate for building interior
- Attend bi-weekly progress meetings and provide meeting minutes with action item list

### Structural Engineering

#### Design Development

- Further develop selected structural systems.
- Further develop plans and details.
- Initiate lateral analysis and design.
- Continue coordination efforts with the design team.
- Continue coordination efforts with prefabricated steel building manufacturer for the maintenance operations building.
- Participate in biweekly design/pre-construction team meetings via web/conference call.
- Respond to Owner generated comments.

1600 Johnson Street | Hollywood, FL 33020 | [www.mwvgolf.com](http://www.mwvgolf.com) | Office 954.927.1751

- Deliverables: Design Development level drawings to include:
  - General notes
  - Typical details
  - Foundation plans
  - Faming plans
  - Critical sections/details to further development and coordination

## MEP & Fire Protection

### GENERAL SERVICES

- Attend coordination meetings (via video conference) to review engineering concepts in order to proceed with the design phase and to properly coordinate the work of the related disciplines.

### Fire Protection Engineering Services

- Prepare a building code analysis for the project which will include, but not be limited to, the following: building construction type, passive fire-resistive aspects, fire suppression system requirements, fire alarm system requirements.
- Provide general code consulting to the Client for the project related to fire protection and life safety issues on an as needed basis.
- Review design team drawings for general code compliance related to fire protection and life safety issues. We will issue a report to the Client which will outline our findings.

### Building Services

#### Mechanical Engineering Services

- Design the mechanical systems to support the building program and equipment loads. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.
- Prepare calculations to demonstrate compliance with the applicable energy codes for the mechanical systems using the mandatory and prescriptive requirements as outlined in the International Energy Conservation Code.

#### Plumbing Engineering Services

- Design the plumbing systems, including storm drainage, sanitary sewer, grease waste, domestic hot and cold water, and natural gas systems. Our scope of services will include up to five feet outside the building. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.
- Prepare calculations to demonstrate compliance with the applicable energy codes for the plumbing systems using the mandatory and prescriptive requirements as outlined in the International Energy Conservation Code.

### Electrical Engineering Services

- Design the electrical power distribution system to support the building systems and equipment loads. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.
- Prepare calculations to demonstrate compliance with the applicable energy codes for the electrical systems using the mandatory and prescriptive requirements as outlined in the International Energy Conservation Code.
- Design of back of house and parking lot lighting systems including fixture specifications, controls and circuiting.
- We will coordinate with the interior designer for the front-of-house, public space, landscape and specialty lighting requirements. Controls, zoning and dimming schedules for lighting systems for the public areas will be provided by others. The consultant must assist in the coordination of emergency lighting for those spaces for which they are designing the lighting.
- Coordinate site utility requirements with the Civil Engineer.

### Geotechnical Design Services

- Drill seven (7) test borings to a depth of 25 feet below existing grade each, at locations accessible to our truck mounted drill rig as follows: three (3) borings for the clubhouse, three (3) for the maintenance building, and one (1) for the toilet structure. The borings will be utilizing the rotary wash method. Samples of the subsurface materials encountered will be collected continuously down to 10 feet below the ground surface, and every 5 feet thereafter. Sampling will be performed using a Standard Penetration Test (SPT) sampler per ASTM D-1586. Upon completion of the borings, the boreholes will be abandoned with soil cuttings.
- Additionally we propose to perform a series of test excavations across the site to more closely evaluate the top few feet of material excavated. It is expected that the site is covered with several feet of loose sands and silt, followed by limestone. The excavations will be performed using a rubber-tired backhoe. Upon completion the test excavations will be backfilled to the ground surface and the backfill materials tamped with the backhoe bucket. We anticipate performing 10 to 12 test excavations to a depth up to eight feet or so below grade over a one-day period.
- Perform three (3) percolation tests required for drainage design. The tests extend about 10 feet below grade and performed in general accordance with the South Florida Water Management District's Usual Open Hole Procedure. Upon completion of the tests, the boreholes will be abandoned with soil cuttings.
- For performing the field work NV5 will contact Sunshine One Call for advice about the location of underground utilities. Additionally, we require that any other available information regarding the location of underground utilities be provided to us. NV5 cannot be held responsible for damage to below ground structures or utilities which are not identified to us. We specifically request any available information about the location of underground utilities for this project.

- NV5 personnel will layout test locations based on the furnished drawings. NV5 will perform borings in areas which are indicated to be free from underground utilities.
- Based on our field data and review of existing data, we will perform engineering analyses and prepare an engineering report with evaluations and discussions of the geotechnical aspects of the proposed project, and recommendations for foundation design and construction.

Specifically, the report will provide:

- Drawings showing boring and test locations, a graphic summary of the generalized subsurface conditions, and boring logs with detailed descriptions of the materials encountered.
- Discussion of generalized subsurface conditions at the site including groundwater levels and hydraulic conductivity.
- Discussion of feasible foundation type(s) for the proposed development.
- Design parameters for the recommended foundation type, including vertical and lateral load resistance.
- Provide lateral capacities for the various foundation alternatives.
- Estimates of foundation settlements.
- Modulus of subgrade reaction for any slabs on grade.
- Recommendations for site preparation and grading, including the re-use of site-excavated materials for fill, fill placement and compaction, and slab subgrade preparation. Construction considerations including excavation support and dewatering, basement construction, impacts of existing foundations, and impacts for adjacent structures. The report will be signed and sealed by a professional engineer licensed in the State of Florida.
- We represent the local NV5 office, we will also assist the NV5 design team with coordination of services with the project architects

### Environmental Services

- Based on the initial soil sampling analytical data up to 10 soil samples will be analyzed using Synthetic Precipitation Leaching Procedure (SPLP). Soil samples analyzed for SPLP will be selected across a wide range of arsenic levels to provide a data for a statistical evaluation of any correlation between total arsenic concentrations in soil and potential for leaching to groundwater. Samples both above and below the applicable regulatory criteria will be analyzed by EPA Method 6010 for Arsenic.
- Six grab groundwater samples will be collected utilizing a GeoProbe with the groundwater samples being submitted to a NELAP accredited laboratory for analysis by EPA Method 6010 for Arsenic and Lead, EPA Method 353.2 for Nitrates/Nitrates/NOX, EPA Method 8081 for Organochlorine Pesticides and EPA Method 8141 for Organophosphate Pesticides.

### Civil and Survey

1600 Johnson Street | Hollywood, FL 33020 | [www.mwvgolf.com](http://www.mwvgolf.com) | Office 954.927.1751

#### Preliminary Design Phase

- Attend mandatory Pre-Application Meeting with City of Hollywood/Broward County to identify entitlement process, fees, and scheduling.
- Attend Pre-Application Meeting with South Florida Water Management District (SFWMO) to identify entitlement process, fees, and scheduling as it relates to stormwater design and wetland mitigation.

#### FGBC Facilitation and Fundamental Commissioning

##### Project Design Review during Design Development & Construction Documents Phases

- NV5 will attend project meetings following the Project Green Meeting to review design development, update FGBC credit tracking, and revise the Project Team FGBC Workplan. During these meetings, we will also review the status of each team member's FGBC documentation, identify any issues, and answer any questions the project team may have with regards to FGBC requirements.
- We will research, explore, and identify specific project opportunities that may assist in the FGBC rating. In addition, we will review drawings and specifications at key milestones to assess the status of the project design in achieving sustainability goals.
- Our final review of design documentation will be after 100% construction documents have been issued, before the final bid documents are released. This review will be focused on comparing the 100% construction documents against the targeted FGBC credits and prerequisites to note potential conflicts.
- As part of the base scope, our design reviews will be conducted by engineers with experience in design and facility operations with a focus on reliable system operation and compliance with ASHRAE 90.1. Our sustainability specialists will review design documents to ensure alignment with FGBC requirements, working closely with mechanical and electrical engineers completing their review, and we will assist the project team with achieving credit synergies and cost-effective strategies. Comments on design documents will be presented in a clear and organized Issues Log that allows for tracking response to each item. We will support the project team to develop specifications and material selections for material credits for CSI division 1.
- Based on building occupancy assumptions, we will complete water consumption and sewage conveyance calculations and provide recommendations for selecting plumbing fixtures to optimize performance. We will also develop a daylight model of a sample floor to assist the design team in maximizing daylighting introduced into the building.
- In design team meetings not attended by NV5, we will review meeting minutes for potential FGBC issues and will work with representatives from the Architect to monitor FGBC progress and relay pertinent issues discussed at these meetings that may put FGBC credits at risk. We will continue to develop the certification plan which includes an updated credit summary and a specific credit-by-credit task list and assignment of the responsible team member. NV5 will provide sustainable development and technical and practical guidance throughout the Design Development Phase.

1600 Johnson Street | Hollywood, FL 33020 | [www.mwvgolf.com](http://www.mwvgolf.com) | Office 954.927.1751



- Develop a commissioning plan tailored to this project that delineates the scope of commissioning, roles and responsibilities, activity milestone schedule, list of pre-functional and functional tests to be developed and other sections determined during the design phase. Assist the Design team to incorporate the Commissioning Plan into the Bridging Documents.

## Phase 2 Project Schedule

---

### Phase 2 – Design Development

May 2020-October 2020

- Create Design Development Documents for City to review
- Florida Green Building Council team review of plans to make sure project objectives are include within the design
- Updated Project Schedule
- Update Probable Cost of Project
- Get City Approval – Site Plan, TAC, City Commission, Planning & Development Board

### Phase 2 Fees

---

Geotechnical	\$18,040
Environmental	\$9,716
Civil	\$1,740
Survey	\$5,135
Asbestos Survey	\$0
Architecture/Structural MEP Buildings	\$62,897
Irrigation Design	\$1,495
Planning Consultant	\$12,500
Golf Course Architecture/Landscape Architecture	\$50,000
<b>Design &amp; Engineering Cost</b>	<b>\$161,523</b>

## Phase 3 Project Scope – Construction Documents

---

### Golf Course, Landscape & Irrigation Project Scope

#### 30% Construction Documents

- Provide 30% Construction Document review set for city building department review
- Provide updated project timeline
- Provide updated cost estimate for golf course, landscape and irrigation
- Attend bi-weekly progress meetings
- Oversee QA/QC control review for all discipline's documents submitted to city

#### 60% Construction Documents

- Provide 60% Construction Document review set for city building department review
- Participate in internal Florida Green Building Council review to make sure all objectives are addressed and being met
- Make project presentation to GOB Oversight Committee
- Attend bi-weekly progress meetings
- Oversee QA/QC control review for all discipline's documents submitted to city

#### 90% Construction Documents

- Provide 90% Construction Document review set for city building department review
- Provide updated project timeline
- Provide updated cost estimate for golf course, landscape & irrigation
- Attend bi-weekly progress meetings
- Oversee QA/QC control review for all discipline's documents submitted to city

#### 100% Construction Documents

- Provide full architectural drawings and specifications for golf course, landscape and irrigation
- Provide complete documents for permitting and bidding
- Assist civil engineer with RFI's from permitting agencies as they relate to golf course development
- Attend bi-weekly progress meetings
- Oversee QA/QC control review for all discipline's documents submitted to city

### Clubhouse/Support Buildings

#### 30% Construction Documents

- Provide 30% Construction Documents review set to the Owner. Two (2) full size and two (2) half size sets shall be provided

- Provide 30% Construction Documents to City of Hollywood Building Department for preliminary review

#### 60% Construction Documents

- Coordinate with sub-consulting engineers to provide construction details
- Coordinate with sub-consulting engineers to finalize the layout of all mechanical, electrical, and plumbing systems
- Provide 60% Construction Document including specifications. Two (2) full size and two (2) half size sets shall be provided
- Provide 60% Construction Documents to City of Hollywood Building Department for preliminary review
- Attend one (1) GOB Oversight Board Meeting and provide project presentation

#### 90% Construction Documents

- Provide 90% Construction Document including specifications. Two (2) full size and two (2) half size sets shall be provided
- Attend bi-weekly progress meetings and provide meeting minutes with action item list
- Provide internal QA/QC report and findings

#### 100% Construction Documents

- Coordinate with sub-consulting engineers to provide construction details
- Provide full Architectural drawings and specifications including Interior Design drawings
- Provide 100% Construction Documents for permitting and bidding including final drawings and final specifications. Two (2) full size and two (2) half size sets shall be provided
- Provide all required details for permitting and bidding
- Submit engineering permit applications to all Agencies Having Jurisdiction (AHJ) such as Broward County, SFWMD, City of Hollywood, etc.
- Attend bi-weekly progress meetings and provide meeting minutes with action item list
- Provide ALTA survey, topographic survey, environmental assessment required for demolition and County permitting for Golf Course renovations and re-grading
- Provide CAD files to the City for City's use in managing the property
- Provide BIM or Revit 3D modeling for presentations on Constructability review

## Structural Engineering

### Construction Documents

- Complete calculations and details to support structural design.
- For clubhouse and restroom buildings, provide structural design for miscellaneous building elements including:
  - Canopies
  - Elevator support
  - Loading docks
  - Support of the exterior wall systems by the building structure (design structure to support loads imposed by the exterior façade)
  - Design and detail connections of non-proprietary exterior wall systems to building structure
- Continue to assist in coordination with all disciplines.
- Continue coordination efforts with prefabricated steel building manufacturer for the maintenance operations building.
- Provide structural specifications.
- Complete structural construction drawings, including plans, schedules and details.
- Provide Statements of Special Inspections, if required.
- Participate in biweekly design/pre-construction team meetings via web/conference call.
- Respond to Owner generated comments.
- Deliverables: signed and sealed set of construction documents at the completion of design phase for permit review; progress check sets throughout the design phase.

## MEP & Fire Protection

### GENERAL SERVICES

- Attend coordination meetings (via video conference) to review engineering concepts in order to proceed with the design phase and to properly coordinate the work of the related disciplines.

### Fire Protection Engineering Services

- Preparation of plans to obtain building permit. The fire alarm design will be prepared and stamped in sufficient detail to obtain building permit.
- Preparation of plans to obtain building permit. Sprinkler risers, standpipe and fire department outlet valves will be located on our drawings and coordinated with the authority having jurisdiction (AHJ). The sprinkler design will be prepared and stamped in sufficient detail to obtain building permit.

### Mechanical Engineering Services

- Design the mechanical systems to support the building program and equipment loads. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.
- Design the kitchen exhaust and make-up air systems (as required) based on food service consultant's rough-in documents and equipment specifications.

1600 Johnson Street | Hollywood, FL 33020 | [www.mwvgolf.com](http://www.mwvgolf.com) | Office 954.927.1751

### Plumbing Engineering Services

- Design the plumbing systems, including storm drainage, sanitary sewer, grease waste, domestic hot and cold water, and natural gas systems. Our scope of services will include up to five feet outside the building. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.
- Design the food and beverage plumbing systems based on the food service consultant's rough-in documents and equipment specifications.

### Electrical Engineering Services

- Design the electrical power distribution system to support the building systems and equipment loads. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.
- Design the food and beverage electrical systems based on the food service consultant's rough-in documents and equipment specifications.
- Design of back of house and parking lot lighting systems including fixture specifications, controls and circuiting.
- We will coordinate with the interior designer for the front-of-house, public space, landscape and specialty lighting requirements. Controls, zoning and dimming schedules for lighting systems for the public areas will be provided by others. The consultant must assist in the coordination of emergency lighting for those spaces for which they are designing the lighting.

### Environmental Services

- Based on the field activities a summary report will be prepared which will include the laboratory analytical data, tables, and figures. The report will be signed and sealed by a professional geologist licensed in the State of Florida.

### Civil & Survey

#### Final Design Phase

- Prepare Final Civil Engineering Plans for submittal to jurisdictions for entitlements and for Construction of the new primary entrance drive(s), clubhouse parking area, infrastructure support for the new clubhouse and maintenance facility, revised course design and modified lake locations within the course. Plans will include Cover Sheet, General Notes, Demolition Plans, Stormwater Pollution Prevention Plans, Site Layout Plans, Paving, Grading & Drainage Plans, Utility Plans and Detail Sheets in conjunction with golf course plans
- Prepare Civil Site Specifications for Construction.

1600 Johnson Street | Hollywood, FL 33020 | [www.mwvgolf.com](http://www.mwvgolf.com) | Office 954.927.1751

- Prepare comprehensive stormwater design calculations and report for the overall golf course facility. These calculations and report will include both the proposed clubhouse and parking facilities as well as the golf course lake design. This work product will be used to submit for a SFWMD ERP permit as part of Phase 1.04.2 below.
- Design coordination and interface with Architect and other subconsultants in all phases of design.

#### Permitting Phase

- City of Hollywood Site Plan approval. This task includes preparing documentation and applications as well as response to Staff comments as required. This task includes attendance at all required internal meetings and public hearings as well.

### **FGBC Facilitation and Fundamental Commissioning**

#### Design Phase Submission

The schedule for this submittal will depend on the Credit Champions completing FGBC documentation, but typically is within two months from the completion of the 100% Design Development submittal.

Once all documentation has been collected, organized, and reviewed, by the project team, the FGBC Designated Professional (NV5) completes the Design Application information form and checklist, attaches all supporting letters and documentation, and submits it to FGBC. The assigned Project Evaluator will review the complete package to determine applicability of credit points claimed. In the event that the Project Evaluator finds the submittal not in compliance with the Standard, the team's Designated Professional will be notified and informed of the specific deficiencies in the submittal. The Designated Professional will consult with the project team and then correct the deficiencies and submit the required revisions to the FGBC. If the second submittal fails to comply with the Standard, then the process for each subsequent re-submittal is repeated with the additional requirement of payment of a re-submittal fee equal to 20% of the original fee (this fee is paid for each subsequent re-submittal).

#### **Deliverables**

- Design Phase meeting materials
- An updated FGBC Project Scorecard after each meeting
- An updated Project Team FGBC Workplan identifying specific tasks for each team member
- Design Phase review comments from NV5 at key milestones including upon completion of 100% documents
- Design Phase FGBC portal submission (team members to provide documentation; NV5 to review and submit application)

## Phase 3 Project Schedule

---

### Phase 3 – Programming, Master Plan, Site Plan and Schematic Design

#### Phase 3 – Construction Documents

August 2020 - January 2021

- 30% Construction Document Submittal – August 2020
  - Plan Base information and drawing index
  - Structure for Specifications per Contract
  - Updated Project Schedule
  - Statement of Probable Cost
  - City of Hollywood Building Department Preliminary Review
- 60% Construction Document Submittal – September 2020
  - Preparation of Specifications per Contract
  - Provide Construction Details for Project
  - Internal Florida Green Building Council review to make sure project objectives are being met and provide assistance with specification and details
  - Attend GOB Oversight Committee Meeting and Make Project Presentation
  - City of Hollywood Building Department Preliminary Review
- 90% Construction Document Submittal – October - November 2020
  - Substantial Completion of Drawings and Specifications
  - Internal Florida Green Building Council review of plans to verify goals and objectives are being met
  - Updated Project Schedule
  - Statement of Probable Cost
  - Submit for First Round of Jurisdictional Permits to get comments from other Agencies to incorporate into design documents
  - City of Hollywood Building Department Review
- 100% Construction Document Submittal – December 2020 – January 2021
  - Completion of drawings and specifications
  - Final Florida Green Building Council plan review to verify plans meet Florida Green Building Council requirements and Bid Documents are in order for Construction Bidding
  - Complete Project permitting to include City of Hollywood, Broward County, South Florida Water Management Districts and any other jurisdictions



### Phase 3 Fees

	30%	60%	90%	100%
Geotechnical	\$0	\$0	\$0	\$0
Environmental	\$3,955	\$0	\$0	\$3,441
Civil	\$16,775	\$18,625	\$16,450	\$35,866
Survey	\$0	\$0	\$0	\$0
Asbestos Survey	\$1,500	\$1,523	\$718	\$0
Architecture/Structural MEP Buildings	\$40,030	\$51,159	\$48,459	\$29,776
Irrigation Design	\$1,500	\$5,003	\$5,003	\$2,000
Planning Consultant	\$0	\$0	\$0	\$0
Golf Course Architecture/Landscape Architecture	\$14,000	\$30,000	\$30,000	\$21,000
<b>Design &amp; Engineering Cost</b>	<b>\$77,760</b>	<b>\$106,309</b>	<b>\$100,629</b>	<b>\$92,083</b>

## **Phase 4 Project Scope – Bidding and Award of Contract**

---

### **Golf Course, Landscape & Irrigation Project Scope**

- Conduct on-site pre-bid meeting of contractors with the City
- Respond to RFI's from contractors as they relate to golf course, landscape and irrigation
- Provide revised drawings as required for permitting, value engineering and contractor clarification
- Assist city in review of bid proposals

### **Clubhouse/Support Buildings**

#### **Permitting and Bidding**

- Assist with bid documents and hold an on-site pre-bid meeting with the Owner
- Respond to RFI's from subcontractors and provide clarification and interpretations of the documents to all prospective bidders in the form of addenda
- Provide revised drawings and comments responses based on building department comments to secure building permits
- Provide detailed project cost estimates
- Assistance with Value Engineering (VE) if required
- Provide award recommendation

### **Structural Engineering**

#### **Bidding and Permitting**

- Respond to structural permit review comments.
- Revise drawings/model, if needed, as a result of structural permit review comments.
- Respond to bidder questions.
- Deliverables: signed and sealed set of construction documents at the completion of permit phase; responses to bid questions.

### **MEP & Fire Protection**

- Prepare clarifications and document revisions during the bidding and plans check phase of the project, as may be required.

## Civil & Survey

### Bidding or Negotiating Phase

- Assist in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
- Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- Consult with CLIENT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- Attend the Bid opening, prepare Bid tabulation sheets, and assist CLIENT in evaluating Bills or proposals and in assembling and awarding contracts for the work. The CLIENT shall award a contract for the Work based on construction documents permitted by all regulatory agencies. CLIENT accepts full responsibility if it awards a contract for the Work based on construction documents not fully permitted.

## Phase 4 Project Schedule

---

### Phase 4 – Bidding and Award of Contract – January 2021- June 2021

- Preparation of Bid Documents and Issuance of Addenda
- Bid Opening
- Award of Contract

## Phase 4 Fees

---

Geotechnical	\$0
Environmental	\$0
Civil	\$4,916
Survey	\$0
Asbestos Survey	\$0
Architecture/Structural MEP Buildings	\$6,525
Irrigation Design	\$0
Planning Consultant	\$0
Golf Course Architecture/Landscape Architecture	\$13,350
<b>Design &amp; Engineering Cost</b>	<b>\$26,791</b>

## Phase 5 Project Scope – Administration of Construction Contract

---

### Golf Course, Landscape & Irrigation Project Scope

- Pre-Construction Conference: Conduct preconstruction conference for golf course and landscape contractor(s) prior to commencement of work
- Attend regular field reviews as needed during critical points of construction to review work of golf course contractor and detail in-the-field design adjustments to shaping and construction to meet design intent and provide approval to move forward with further work in the area based on construction sequence. These reviews will include, but not be limited to, clearing operations, rough shaping, golf course drainage, greens construction, irrigation, fine shaping, and grassing and landscaping. Landscape Architect to provide field reports to Owner and Contractor to outline changes/adjustments to be made to the work and indicated which areas have been approved to move to the next phase of construction.
- Shop Drawings & Samples: Review of Shop Drawings and Samples as required by Contractor to submit to provide approval as outlined in contract documents
- Review pay application and proposed change orders from contractor
- Review and respond promptly to contractor RFI's from Contractor during construction
- Assist Florida Green Building Council team in gathering information to submit for certifications
- Review As-built drawings by the Contractor for golf course features and irrigation system as required by the contract

### Clubhouse/Support Buildings

#### Construction Contract Administration

- Attend bi-weekly OAC meetings to observe construction progress and compliance with the design intent upon request
- Review Payment Application and Proposed Change Orders from the Contractor
- Review RFIs and Shop Drawings submittals from the Contractor
- Architect and Consultants to review RFIs and Shop Drawings submittals from the Contractor and provide responses in a timely manner
- Architect and Consultants to review NOAs and Florida Product approvals from the Contractor
- All submittals shall from the Contractor shall be in electronic format. The Architect and Engineer will provide electronic copies of reviewed submittals for the Owner and Contractor's use.
- Construction period is anticipated to be 18 months

### Structural Engineering

#### Shop Drawing Review/RFIs

- Review structural submittals and shop drawings of structural elements designed by NV5. Review submittals of elements by others for coordination purposes.

1600 Johnson Street | Hollywood, FL 33020 | [www.mwvgolf.com](http://www.mwvgolf.com) | Office 954.927.1751

- Provide phone consultation with the contractor for clarification and questions.
- Address requests for information (RFI's) as related to NV5 structural construction issues.

#### Construction Administration

- Participate in team meetings during construction on an as-needed basis via web/conference call (10 meetings).
- Address change order requests related to structural issues.

### MEP & Fire Protection

#### Construction Administration

- Perform site observation visits during the construction phase to survey the status of the systems installations. Observation reports will be forwarded to your office after each field visit.
- Preparation of (RFI) documentation during the construction phase, as may be required.
- Review Contractor material submittals and shop drawings.
- Respond to field related coordination issues as the need may arise.

### Civil & Survey

#### Construction Phase

- Pre-Construction Conference: Participate in a preconstruction conference prior to commencement of work at the site.
- Shop Drawings and Samples: Shop Drawing Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole.
- Visits to site and observation of construction; In connection with observations of Contractor's work in progress: (a) make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. ENGINEER shall have no construction inspection responsibilities.
  - ENGINEER shall keep CLIENT informed of the progress of the Work.
- Respond to RFI's Requests for Information (RFI's) from General Contractor as required during construction.
- Certifications and Closeout Documents - Based on construction observations, ENGINEER will prepare certifications of completion as required by Local/State Agency Permits.

## **FGBC Facilitation and Fundamental Commissioning**

### Construction Administration and FGBC Final Application Submittal

Upon start of construction, NV5 will hold a FGBC Construction Kickoff Meeting to translate the project's sustainability goals to the construction phase of the project. This is a crucial handoff point in the project where the contractor must take responsibility for implementing sustainable strategies and completing documentation requirements. If needed, we will revisit the "Credit Champions" assigned to the FGBC credits for the project. Following the FGBC Construction Kickoff Meeting, NV5 will participate in typically monthly construction meetings to maintain the project team's focus on FGBC requirements and monitor FGBC documentation progress.

We will support the contractor in reviewing submittals and completing calculations for FGBC materials credits based on contractor provided submittals. These credits span FGBC categories, including Site, Water, Energy, Health, Materials and Disaster Mitigation. In addition, we will work with the contractor to implement construction activity pollution prevention, construction waste management, and indoor air quality management strategies.

The project design team will be responsible for verifying that sustainable design strategies are implemented during construction.

In the construction meetings not attended by NV5, we will review meeting minutes for potential FGBC issues and will work with representatives from the Architect and the Contractor to monitor FGBC progress and relay pertinent issues discussed at these meetings that may put FGBC credits at risk. We will identify opportunities to achieve Innovation credits as well.

### FGBC Final Application

We will assist the team in reviewing contractor submittals for materials and other systems supporting FGBC requirements. At the completion of construction, we will review FGBC documentation for the project's final submission. This includes documentation from all FGBC credits pursued, including any resubmission required from the Design Phase submission. The team will upload all documentation to FGBC Online for this review. The schedule for this submittal will depend on the Credit Champions completing FGBC documentation, but typically is within three months from the date of substantial completion.

### Application Review Process

The FGBC application review process is approximately six weeks long, after which FGBC may issue a request for clarifications on certain credits. NV5 will facilitate the response to these requests to bring the certification process to completion. Responsibility for providing additional information will be on the original Credit Champion to make the needed clarifications and edit any required documentation. NV5 will oversee the clarifications process, review all final documentation, and submit to the FGBC when all clarifications are completed.

### Commissioning Plan Updates

Based on the work completed in the items above, the Construction Phase Commissioning Plan for the project shall be periodically reviewed with the Commissioning Team and updated to reflect changes in project equipment, sequences of operations, scope or schedule and with project personnel.

### Commissioning Kick Off Meeting

Conduct a “Project Kickoff Meeting” with the Construction Team. Review with the Construction team the purpose and process for program management and commissioning, the individual roles of each participating team member, the Construction Phase Commissioning Plan and Commissioning Specifications and the Project Commissioning Schedule.

### Review Change Orders, ASI, and RFI and Develop Pre-Functional Checklists (PFC’s)

Review change orders, architect’s supplemental instructions and requests for information (with design team response) for issues that affect the performance of the completed systems. Our review will help establish the benefits and costs of changes recommended in the project. Review is for information only and does not constitute technical or contractual approval or disapproval.

The Commissioning Authority will prepare Pre Functional Checklists (PFC) for the project and distribute to all Cx Team members for review and comment. The Commissioning Authority will incorporate review comments from the team deemed appropriate. The requirements for Pre Functional Checklists shall be coordinated with the startup requirements specified for each commissioned system. The PFC’s shall be constructed to leverage the specified contractor and vendor start activities to avoid unnecessary duplication.

### Systems Functional Performance Test (FPT’s) Procedures

Based on construction documents and approved submittals, the Commissioning Authority will prepare Systems Functional Performance Test Procedures (FPT’s) for systems to be commissioned. Completed FPT’s will be distributed to all appropriate members of the Commissioning Team for review and comment. The Commissioning Authority will incorporate review comments from the team deemed appropriate and re- issue to the construction team.

### Review Contractor Equipment Startup Checklists, TAB Reports and PFC’s, Systems Functional Performance and Integrated Systems Testing

The Commissioning Authority will review all contractor prepared Equipment Startup Checklists, TAB Reports (including “pencil” daily test results) and PFC’s to confirm that the systems are have been subject to appropriate Quality Control and Start Up procedures prior to initiation of Functional Performance Testing. Incomplete work, inadequate preparation and deficiencies will note noted and tracked on the Commissioning Issues Log. The Commissioning Authority will oversee, facilitate, and document all Functional Performance Testing (FPTs) and Integrated Systems Testing (ISTs). Execution of FPT’s and IST’s shall be executed in accordance with the procedures published by the Commissioning Authority. All systems tested in accordance with the FPT’s or IST’s shall be operated by the contractors

1600 Johnson Street | Hollywood, FL 33020 | [www.mwvgolf.com](http://www.mwvgolf.com) | Office 954.927.1751



in accordance with the approved procedures. Contractors shall retain responsibility for the installed systems during and after functional testing until substantial completion.

#### Final Commissioning Report

We will compile a comprehensive commissioning report documenting all commissioning activities in accordance with the ASHRAE Guideline 0 and NEBB Procedural Standard or similar standard of equal rigor. The report shall include but not necessarily be limited to the following:

- Commissioning scope
- Test methods and results
- Outstanding commissioning issues
- Issues log
- Commissioning plan
- Status reports
- Submittal and O&M manual reviews
- Training record
- System Readiness Checklists
- Design Review Comments

#### **Deliverables (after each meeting)**

- Construction Phase meeting materials
- An updated FGBC Project Scorecard
- An updated Construction Team Action Item Matrix which identifies specific tasks to be completed by each responsible team member
- Construction Phase FGBC review of documentation
- Final QC for FGBC application (team members to provide documentation; NV5 to review and submit application)

## Phase 5 Project Schedule

---

### Phase 5 – Administration of Construction Contract – June 2021-Completion

- As-Needed Site Visits and Field Reports for Golf Course Construction and Landscape Installation
- Bi-Weekly Site Visits and Field Reports for Architecture
- Florida Green Building Council application and submittals for certification for final submission
- Review of Shop Drawings
- Review of Payment Applications
- Substantial Completion Inspection and Punch List
- Final Completion Inspection
- As-Built Drawings

## Phase 5 Fees

---

Geotechnical	\$0
Environmental	\$0
Civil	\$23,781
Survey	\$0
Asbestos Survey	\$0
Architecture/Structural MEP Buildings	\$41,630
Irrigation Design	\$0
Planning Consultant	\$0
Golf Course Architecture/Landscape Architecture	\$41,900
<b>Design &amp; Engineering Cost</b>	<b>\$107,311</b>

## Total Project Fees

Geotechnical	\$18,040
Environmental	\$33,704
Civil	\$130,820
Survey	\$51,355
Asbestos Survey	\$3,740
Architecture/Structural MEP Buildings	\$341,000
Irrigation Design	\$15,000
Planning Consultant	\$25,000
Golf Course Architecture/Landscape Architecture	\$280,000
<b>Design &amp; Engineering Cost</b>	<b>\$898,660</b>
FGBC Facilitation and Commissioning*	\$52,490

*\*This fee outline does not include the FGBC registration and certification fees.*

## Florida Green Building Coalition

---

### STIPULATED SUM FEE

This fee outline does not include the FGBC registration and certification fees. These are listed in the previous page provided.

Clubhouse ONLY	Fee
FGBC Consulting (Inclusive of Documentation and Submission)*	\$37,000
Florida Energy Code (FEC) calculations review	\$2,000
FGNC credit E3.01 (4 pts - not required) Fundamental Building Systems Commissioning (single building)	\$13,690
<b>Total</b>	<b>\$52,490</b>

\*Platinum Level Certification (requires documentation of 20 additional FGBC points for certification) is not included in the FGBC consulting fee.

**CITY OF HOLLYWOOD, FLORIDA**



**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**ARCHITECTURAL/ENGINEERING DESIGN SERVICES  
FOR HOLLYWOOD BEACH GOLF COURSE RENOVATION  
& CLUBHOUSE CONSTRUCTION**

**PR 19-018**

**DEPARTMENT OF DESIGN & CONSTRUCTION  
MANAGEMENT  
2207 RALEIGH STREET  
HOLLYWOOD, FLORIDA 33020**



**CITY OF HOLLYWOOD**  
**DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT**  
2600 Hollywood Boulevard  
Hollywood, Florida 33022  
Phone (954) 921-3900 Fax (954) 921-3416

## **PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE CITY OF HOLLYWOOD, FLORIDA  
AND  
CONSULTANT  
FOR  
PROFESSIONAL SERVICES

WHEREAS, it is in the best interests of the City to be able to obtain professional Architectural Design Services expeditiously when a need arises in connection with a study or a partial or complete capital improvement project; and

WHEREAS, the City has selected the Consultant in accordance with Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act), to provide professional Architectural Design Services as directed by the Director of the Department of Design & Construction Management, for such project(s) and/or tasks as may be required by the City, with the terms and conditions of the Request for Qualifications (RFQ) used in the selection being a part of this document.

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year 2019.

BY AND BETWEEN THE CITY OF HOLLYWOOD, FLORIDA, and Mark McCumber- and Associates hereinafter called the "Consultant," as an

**ARCHITECTURAL/ENGINEERING DESIGN SERVICES CONSULTANT**

WITNESSETH, that the City and the Consultant, for the considerations herein set forth, agree as follows:

**Professional Services Agreement**  
**Architectural/Engineering Design Services**  
**for**  
**Hollywood Beach Golf Course Renovation**  
**& Clubhouse Construction**  
**PR 19-018 Hollywood, Florida**

## TABLE OF CONTENTS

ARTICLE	PAGE
SCOPE OF THE WORK.....	4
1. DEFINITIONS.....	6
1.01 Additional Services	
1.02 Basic Services	
1.03 City	
1.04 City Manager	
1.05 Consultant	
1.06 Consultant's Authorization to Proceed	
1.07 Contractor or Construction Manager (CM)	
1.08 Director	
1.09 Inspector	
1.10 Project	
1.11 Project Manager	
2. CONSULTANT SERVICES AND RESPONSIBILITIES.....	7
2.01 Basic Services	
2.02 Additional Services	
2.03 Reimbursables	
3. SUBCONSULTANTS.....	17
3.01 Definitions	
3.02 Subconsultant's Relations	
4. THE CITY'S RESPONSIBILITIES.....	17
4.01 Information Furnished	
4.02 Project Management	
4.03 Legal Services, Etc.	
5. BASIS OF COMPENSATION.....	19
5.01 Professional Service Fee	
5.02 Additional Service/Reimbursables Fee	
6. PAYMENTS TO THE CONSULTANT.....	22
6.01 Payment for Basic Services	
6.02 Payment for Additional/Reimbursables Services	
6.03 Deductions	
6.04 Project Suspension	



ARTICLE	PAGE
7. REUSE OF PLANS AND SPECIFICATIONS.....	23
7.01 Scope of Services	
8. GENERAL PROVISIONS.....	24
8.01 Indemnification	
8.02 Insurance	
8.03 Performance	
8.04 Termination of Agreement	
9. MISCELLANEOUS.....	29
9.01 Consultant's Account Records	
9.02 Ownership of Documents	
9.03 Maintenance of Records	
9.04 Extent of Agreement	
9.05 Successors and Assigns	
9.06 Truth-in- Negotiation Certificate	
9.07 Applicable Law and Venue of Litigation	
9.08 Consultant's Staff	
9.09 Notices	
9.10 Interpretation	
9.11 Joint Preparation	
9.12 Priority of Provisions	
9.13 Mediation; Waiver of Jury Trial	
9.14 Time	
9.15 Compliance with Laws	
EXHIBIT 'A' Rate Schedule	
EXHIBIT 'B' Insurance Certificate	

## SCOPE OF WORK

The Consultant shall furnish professional Architectural Design Services for the Hollywood Beach Golf Course Renovation & Clubhouse Construction project, upon issuance of Consultant's Authorization to Proceed therefore by the Director, and for other projects specifically authorized by a Consultant's Authorization to Proceed issued by the Director or his/her designee.

The Consultant shall furnish the following professional Architectural and Engineering Design Services as specifically authorized by Consultant's Authorization to Proceed to be issued by the Director of the Department of Design & Construction Management: architectural design, engineering design, programming and scheduling, observations, feasibility studies, cost estimates/opinions of probable cost, partial or complete design services, including preparation of construction and bid documents, permitting with all governing agencies, construction contract administration, review of work prepared by other professional consultants, engineering analysis, field tests, laboratory tests and other miscellaneous architectural and engineering design services that may be required.

The Director of the Department of Design & Construction Management may issue a Consultants Authorization to Proceed to encompass entire Basic Services (as defined in Section 2.01) for a project, or for a portion of Basic Services, or for discretionary tasks as specified in Sections 2.02 Additional Services or 2.03 Reimbursables.

It is understood that a Consultant's Authorization to Proceed will be issued under this Agreement at the sole discretion of the Director of the Department of Design & Construction Management and that the Consultant has no right to or privilege to receive a Consultant's Authorization to Proceed for any particular project or task. The City reserves at all times the right to perform any and all design services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act) or as otherwise provided by law.

This Agreement does not confer on the Consultant any exclusive rights to the City work. The Consultant may submit proposals for any professional services which the Consultant is qualified to perform, if and when proposals are publicly solicited by the City outside this Agreement.

The City will pay the Consultant a separate fee for each Authorization to Proceed issued.

The fees for Professional Services for each Authorization to Proceed shall be determined by one of the following two methods or a combination thereof, as mutually agreed upon by the Director of the Department of Design & Construction Management and the Consultant.

- (1) A Lump Sum (See Section 5.01A).
- (2) Hourly Rate, as defined and at the rates set forth in Section 5.01C.

The contract is for a term of five (5) years with the option to renew for two (2) additional (1) year periods.

1. The Director of the Department of Design & Construction Management or his/her designee will confer with the Consultant before any Consultant's Authorization to Proceed is issued to discuss the scope of the Work, the time to complete the Work and the fee for services rendered in connection with the Work, provided that, where no agreement is reached as to the fee for a particular Authorization to Proceed, payment will be made in accordance with Section 5.01C.
2. Upon the request of the Director of the Department of Design & Construction Management, the Consultant will submit a proposal prior to the issuance of an Authorization to Proceed. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal or for any work done in the absence of an Authorization to Proceed.

ARTICLE 1  
DEFINITIONS

- 1.01 ADDITIONAL SERVICES: Those design services defined in Section 2.02
- 1.02 BASIC SERVICES: Those architectural design services defined in Section 2.01.
- 1.03 CITY: The City of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the City.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects and/or engineers, which has entered into the agreement to provide professional services to the City. The CONSULTANT for this agreement is McCumber-Wright Venture LLC.
- 1.06 CONSULTANT'S AUTHORIZATION TO PROCEED: A document issued by the City to the Consultant authorizing the performance of specific professional services, and stating the time for completion and the amount of fee authorized for such services.
- 1.07 CONTRACTOR OR CONSTRUCTION MANAGER (CM): An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the City for construction of City of Hollywood, Florida, facilities and incidents thereto.
- 1.08 DIRECTOR: The Director of the Department of Design & Construction Management of the City of Hollywood, Florida, having the authority and responsibility for management of the specific projects authorized under this Agreement.
- 1.09 INSPECTOR: An employee of the CITY of Hollywood, Florida, assigned by the DIRECTOR to make observations of work performed by a Contractor.
- 1.10 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a CITY of Hollywood, Florida, facility as contemplated and budgeted by the City.
- 1.11 PROJECT MANAGER: An employee of the CITY of Hollywood, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the City, concerning the Contract Documents.

ARTICLE 2  
CONSULTANT SERVICES AND RESPONSIBILITIES

2.01 BASIC SERVICES:

The Consultant agrees to provide complete architectural design services set forth in the five phases enumerated hereinafter and in the Florida Building Code, the City of Hollywood, Florida, Code of Ordinances, Florida Department of Transportation regulations and Broward County requirements; including all mechanical, electrical and plumbing engineering design. Services normally required for a project of specific type, unless modified by a specific Authorization to Proceed, hereinafter collectively called "Basic Services", as follows:

On projects for which the City has contracted with a Construction Manager, the Consultant shall work in conjunction with the CM to establish goals and produce Construction Documents which meet the City's objectives and budget, noting that the CM shall provide and update the cost estimate and construction schedule as required.

2.01A – Programming and Schematic Design:

- 1) The Consultant shall confer with representatives of the Director of the Department of Design & Construction Management to establish the Program, consisting of a detailed listing of all functions, scope of work, inventory of existing conditions, project vision, requirements and goals, project limits and uses together with each assignable space, image, theme and design vocabulary.

If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Additional Services.

- 2) The Consultant shall prepare and present, for approval by the City, a Design Concept and Schematics Report, comprising the Schematic Design Studies, including an identification of any special requirement affecting the Project, as defined below:
  - a. The Schematic Design Studies shall consist of conceptual site and floor plans, sections, etc. as required by the Project Manager and shall show the scale and relationship of the parts and the design concept of the whole.
- 3) The Consultant shall submit three copies of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next Phase until the documents have been approved by the City and an Authorization to Proceed with the next phase has been issued.

## 2.01B – Design Development:

- 1) From the approved Schematic Design documents, the Consultant shall prepare and present, for approval by City, Design Development Documents, comprising the programming and conceptual floor plan drawings, outline specifications and other documents to delineate and describe the size and character of the entire Project as to mechanical, electrical, technology and plumbing engineering design, construction and finish materials and details and other items incidental thereto.
- 2) At this presentation the Consultant shall review an updated Statement of Probable Construction Cost (which will be prepared by a Construction Manager, if applicable). If the updated Statement of Probable Construction Cost exceeds the total budgeted amount, appropriate cost or scope reduction recommendations must be included.
- 3) The Consultant shall submit three sets of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next Phase until the City has approved the documents.

## 2.01C – Construction Documents:

From the approved Design Development Documents, the Consultant shall complete construction documents and provide Design Architect's Final Construction Documents setting forth in detail the requirements for the construction of the Project in accordance with the Project Manager.

- 1) 50% Construction Documents Review:
  - a. Coordinating with the Construction Manager, if available, to review updated Statement of Probable Construction Cost, as indicated by time factor, changes in requirements, or general market conditions, and an updated Project Development Schedule.
  - b. Where applicable, approved additive alternate bid items in the Construction Documents to permit the City to award a Construction Contract within the limit of budgeted amount.
- 2) 100% Construction Documents Submittal Review :
  - a. Upon 100% completion of the Construction Documents, the Consultant shall review Construction Documents and submit to the City three copies each of check sets of the comments

created Drawings, Specifications, reports, programs, etc., together with a final, updated review of the Statement of Probable Construction Cost from the Construction Manager, if applicable.

- b. Facilitating a Public Workshop or a City Commission workshop may also be required.

#### 2.01D – Administration of the Construction Contract:

- 1) The Construction Phase will begin with the award of the Construction Contract and will end when the City approves the Contractor's final Payment Certificate. During this period, the Consultant shall provide Limited Administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract.
- 2) The Consultant, as the representative of the City during the Construction Phase, shall advise and consult with the City and shall have authority to act on behalf of the City's Project Manager to the extent provided in the General Conditions and the Supplementary Conditions of the Construction Contract.
- 3) The Consultant shall visit the site at least monthly (or as necessary), and at all key construction events, and the Consultant's respective Subconsultants shall visit the site monthly (or as necessary), to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Consultant shall endeavor to guard the City against defects and deficiencies in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement.

The Consultant will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Consultant be held 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.

- 4) The Consultant shall furnish the City with a written report of all observations of the work made by the Consultant and the Subconsultants during each visit to the Project. The Consultant shall also note the general status and progress of the work and submit it in a timely manner.
- 9) The Consultant shall promptly review and approve limited shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Project Manager.

## 2.02 ADDITIONAL SERVICES:

2.02A Additional Services as listed below are normally considered to be beyond the scope of the Basic Services as defined in this Agreement, and if authorized by an appropriate written authorization, will be compensated for as provided under Section 5.02.

- 1) Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment and labor required for a project.
- 2) Planning surveys, or comparative studies of prospective sites.
- 3) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by the City.
- 4) The services of one or more full-time Project Field Representatives during construction.
- 5) Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of City's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.
- 6) Consultation concerning replacement of any work damaged or built inconsistently with the Contract Drawings, providing the cause is found by the City to be other than by fault of the Consultant or his/her agents.
- 7) Making major revisions changing the scope of a project, to drawings and specifications, when such revisions are inconsistent with written approvals or instructions previously given by the City and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope and/or scheme and/or any significant portion thereof.)
- 8) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, providing, however, that the Consultant cannot testify against the City in any proceeding during the course of this Agreement.
- 9) Providing services after issuance to the City of the Final Certificate for Payment, following when such payment has been made to the contractor.
- 10) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice related to construction.



## 2.03 REIMBURSABLES:

2.03A Reimbursables are those items authorized by the City in addition to the Basic and Additional Services and consist of actual expenditures made by the Consultant and the Consultants' employees, Subconsultants, and Special Subconsultants in the interest of the Work for the following purposes:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Miami-Dade/Broward/Palm Beach County area are not reimbursable.
- b) Identifiable per diem, meals and lodging, lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.
- c) Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography, which is required by or of CONSULTANT to deliver services, set forth in this Agreement.
- e) Identifiable testing costs approved by Project Manager.
- f) All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.
- g) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Director and subject to all budgetary limitations and requirements of Section 2.03 herein.

ARTICLE 3  
SUBCONSULTANTS

3.01 DEFINITIONS:

3.01A A Subconsultant is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the Consultant to furnish professional services for a project or task, described under Basic Services in Section 2.01 herein.

3.01B A Special Subconsultant is a person or organization who has entered into a written agreement with the Consultant to furnish professional services for a project or task described under Additional Services.

3.02 SUBCONSULTANTS' RELATIONS:

3.02A All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the City and the Consultant under this Agreement.

3.02B Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The Consultant acknowledges that Subconsultants are under his direction, control, supervision, retention and/or discharge.

3.02C The Consultant proposes to utilize the following Subconsultants:

NAME OF FIRM

CONSULTING SERVICE

_____	_____
_____	_____
_____	_____

The Consultant shall not change any Subconsultant without prior approval by the Director of the Department of Design & Construction Management, in response to a written request from the Consultant stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR.

ARTICLE 4  
THE CITY'S RESPONSIBILITIES

4.01 INFORMATION FURNISHED:

The City, at its expense and insofar as performance under this Agreement may require, shall furnish the Consultant with the following information or may authorize the Consultant to provide the information as an Additional Reimbursable Service:

4.01A Complete and accurate surveys of sites, giving boundary dimensions, locations of existing structures and/or trees, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and such information as it has relative to storm water, communications, sewer, water, gas and electrical services.

4.01B Soil borings or test pits, or other tests when deemed necessary; also, if required, an appropriate professional interpretation thereof and recommendations. The Consultant shall recommend necessary tests to the City.

4.01C Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required to establish a program as per Section 2.01A.

4.01D Drawings representing as-built conditions at the time of original construction will be furnished to the Consultant; however, they are not warranted to represent conditions as of this date. The Consultant must perform field investigations as necessary in accordance with Article 2.02A(5) to obtain sufficient information to perform his services. Investigative services in excess of "Normal Requirements," as defined, must be authorized in advance.

4.01E The services, information, surveys and reports required by Paragraphs 4.01A through 4.01C, inclusive, shall be furnished at the City's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof, provided the Consultant reviews all of the information provided by the City (such as surveys & soil borings) to determine if additional information and/or testing is required to properly design the project.

4.01F The City shall furnish the above information or authorize the Consultant to provide it as expeditiously as possible for the orderly progress of a project development.

4.02 PROJECT MANAGEMENT:

4.02A The Director of the Department of Design & Construction Management shall act in behalf of the City in all matters pertaining to this Agreement, and with the approval of the City Manager, the Department of Design & Construction Management shall issue all Authorizations to Proceed to the Consultant. The Director of the Department of Design & Construction Management shall approve all invoices for payment to the Consultant.

4.02B The Department of Design & Construction Management shall act as liaison between the Consultant and City. The Director of the Department of Design & Construction

Management shall designate a Project Manager from the Department of Design & Construction Management staff to have general responsibility for management of a project or task through all phases. The Project Manager shall meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. The Project Manager shall also examine documents submitted by the Consultant, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the Consultant's work.

4.02C During the construction phase, the Consultant and the Department of Design & Construction Management staff shall assume the responsibilities described in the General Conditions and Supplementary Conditions of the Construction Contract.

4.02D If the City observes or otherwise becomes aware of any fault or defective work in a project, or other nonconformance with the Contract Documents during the construction phases, the City shall give prompt notice thereof to the Consultant.

#### 4.03 LEGAL SERVICES, ETC.:

4.03A The City shall furnish any legal, accounting, insurance counseling, and auditing services that the Consultant may require to ascertain how or for what purposes a Contractor has used the money paid to the Contractor under a Construction Contract, as may be required by the City.

### ARTICLE 5 BASIS OF COMPENSATION

#### 5.01 PROFESSIONAL SERVICE FEES:

The City agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined under Sections 5.01A1, 5.01B, and 5.01C as applicable in the following manner:

##### 5.01A Lump Sum:

- 1) The fee for a task or project may, at the option of the City, be a Fixed Sum as mutually agreed upon in writing by the City and the Consultant and stated in an Authorization to Proceed.
- 2) If a Fixed Sum is agreed upon as the "Basic Fee" for a project, payments to the Consultant on account of the fee shall be made on a percentage of the Basic Fee according to the Phase of the Work as indicated under Section 6.01.

- 3) If the City authorizes an increase or decrease in the scope of the project or the Total Authorized Design Value of the project, the Basic Fee may be adjusted in accordance with "Exhibit A" Rate Schedule or as mutually agreed upon.

It is understood that with Lump Sum Compensation, the Consultant shall perform all services for total compensation in the amount stated above. The City shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum Compensation amount stipulated.

#### 5.01B NOT USED

#### 5.01C Hourly Rate:

- 1) The fee shall be defined on an hourly rate as defined in Article 5.01E.
- 2) The following Principals may be employed on a project:

_____	_____
_____	_____
_____	_____

- 3) Personnel directly engaged on a project by the Consultant may include architects, engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to a project during all phases thereof.
- 4) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant. City authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable Service.
- 5) Should overtime work be necessary, and authorized in advance by the Director of the Department of Design & Construction Management, the compensation for such work shall be approved by the Director and stated in an Authorization to Proceed.

- 6) It is understood with an hourly rate fee that the fees will not exceed the hourly salary rate shown on "Exhibit A" and all services shall be performed on that basis.

#### 5.01D Fee for Additive Alternates:

The design of additive alternates authorized by the Director of the Department of Design & Construction will be considered a Basic Service and the fees for these alternates will be calculated by one of the three methods outlined above, as mutually agreed by the Director of the Department of Design & Construction Management and the Consultant and approved by the City Manager.

#### 5.01E Hourly Rates:

The hourly rate is defined as per "Exhibit A" Rate Schedule.

### 5.02 ADDITIONAL SERVICE/REIMBURSABLES FEE:

The Consultant may be authorized to perform Additional/Reimbursable Services as described under Sections 2.02 and 2.03. The fee for such services will be computed by one of the following methods:

- a) Mutually agreeable Fixed or Lump Sum, in accordance with Section 5.01A.
- b) Hourly Rate in accordance with Section 5.01C.

An independent and detailed Authorization to Proceed shall be required to be issued and signed by the Director for each additional service requested by the City. The Authorization to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the City of Hollywood Purchasing Ordinance and other applicable laws.

The City will reimburse the Consultant for authorized Reimbursable Services as verified by appropriate bills, invoices or statements.

- 5.03 Regardless of the method of compensation elected herein, this agreement and/or "Exhibit(s) A" as applicable, shall include all salary costs which include without limitation: A fringe benefit (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) factor and an overhead factor. At its discretion, the City may request a breakdown of overhead and fringe benefit factors, certified by Florida Certified Public Accountant. Subconsultant salary

costs and Reimbursables shall be billed to the City in the actual amount paid by Consultant.

- 5.04 Absent an amendment to the agreement any maximum amounts stated for compensation, or percentage amounts of compensation, shall not be exceeded. In the event they are so exceeded, the City shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

## ARTICLE 6 PAYMENTS TO THE CONSULTANT

### 6.01 PAYMENT FOR BASIC SERVICES:

Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work and as established by the approved proposal. In addition, said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.

15% upon completion and approval of Programming and Schematic Design.

35% upon completion and approval of Design Development.

55% upon submittal and approval of 50% of Construction Documents.

75% upon submittal of required renderings and final completion and approval of Construction Documents

80% upon final completion of Construction Administration.

100% upon completion of and approval of all Work and audit of account Construction Administration.

Partial payments, corresponding to the percentage of completion of the project, may be made during Construction Administration, according to the amount paid on account of the Construction Contract. If the Construction Contract Time is extended through no fault of the Consultant, the Consultant shall be compensated for any required professional services and for expenses not otherwise compensated for in connection with such time extensions, in accordance with Section 5.01C and Exhibit A," and as authorized by an Authorization to Proceed.

### 6.02 PAYMENT FOR ADDITIONAL/REIMBURSABLE SERVICES:

Payment for Additional Services may be requested monthly in proportion to the services performed. When such services are authorized as an hourly rate, the Consultant shall submit for approval by the Director of Department of Design & Construction Management, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to Subconsultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

#### 6.03 DEDUCTIONS:

No deductions shall be made from the Consultant's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

#### 6.04 PROJECT SUSPENSION:

If a project is suspended for the convenience of the City for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation shall be subject to renegotiations.

### ARTICLE 7 REUSE OF PLANS AND SPECIFICATIONS

#### 7.01 SCOPE OF SERVICES:

It is understood that all Consultant agreements for new work will include the provision for the re-use of plans and specifications, including Phase V of Basic Services described in Article 2, at the City's sole option, by the Consultants agreeing to do work in accordance with the above listed schedule, and by virtue of signing this agreement they agree to a re-use in accordance with this provision without the necessity of further approvals or documents being required and without recourse for such re-use.



If the CITY elects to re-use the plans and specifications prepared for a project for other projects on other sites, the Consultant will be paid 35% of the original basic fee as calculated under Article 5, Basis of Compensation for Phases I through IV. The Consultant shall not be paid for Phase V of such reuse unless the Consultant services are retained for Phase V, at which time a fee for this phase will be negotiated. Each re-use shall include all Basic Services and minor modifications to the plans and specifications. Services normally required to suit new site conditions, including landscaping, site work, etc., will be negotiated if required. Any major modifications to the plans and specifications will also be negotiated as necessary. The stipulations and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed.

The Consultant shall bind all Sub-consultants to the Contract requirements for re-use of Plans and Specifications.

## ARTICLE 8 GENERAL PROVISIONS

### 8.01 INDEMNIFICATION:

The CONSULTANT shall indemnify and hold harmless the CITY, and their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Florida Statutes 768.28, as amended from time to time.

### 8.02 INSURANCE:

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Consultant shall obtain insurance as specified in the schedules shown below. The Consultant will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by the Consultant. As an alternative the Consultant may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

The Consultant will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the City as specified below. Delays in the commencement of work, resulting from the failure of the Consultant to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure

to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Consultant's failure to provide satisfactory evidence.

The Consultant shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Consultant to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Consultant's failure to maintain the required insurance.

The Consultant shall provide, to the City, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance
2. Certified copy of the actual insurance policy

The City, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the City by the insurer.

The acceptance and/or approval of the Consultant's insurance shall not be construed as relieving the Consultant from any liability or obligation assumed under this contract or imposed by law. The City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation. In addition, the City will be named as an Additional Insured and Loss Payee on all policies covering City-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the City prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by the City's Risk Management Department.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured on the general liability and auto liability policies.

#### 8.02A INSURANCE LIMITS OF LIABILITY:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

The Consultant shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

1. Comprehensive General Liability:

Prior to the commencement of work governed by this contract, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

**\$ 1,000,000.00** Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City. The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

2. Comprehensive Automobile Liability:

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:

**\$ 1,000,000.00** Combined Single Limit (CSL)

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

**\$ 500,000.00** per Person  
**\$ 1,000,000.00** per Occurrence  
**\$ 100,000.00** Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. Worker's Compensation Insurance:

Prior to the commencement of work governed by this contract, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Consultant shall obtain Employers' Liability Insurance with limits of not less than:

**\$ 500,000.00** Bodily Injury by Accident

**\$ 500,000.00** Bodily Injury by Disease, policy limits

**\$ 500,000.00** Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Consultant has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Consultant's status. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Consultant's Excess Insurance Program.

If the Consultant participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Consultant may be required to submit updated financial statements from the fund upon request from the City.

4. Professional Liability Insurance:

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Consultant shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Consultant arising out of work governed by this contract.

The minimum limits of liability shall be:

**\$ 1,000,000.00** per Occurrence / **\$ 2,000,000.00** Aggregate

8.03 PERFORMANCE:

8.03A Performance and Delegation:

The services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise approved by the City. Said approval shall not be construed as constituting an agreement between the City and said other person or firm.

Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the City, to promptly remove and replace any personnel employed or retained by the Consultant, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the Consultant, to provide and perform services or work pursuant to the requirements of this Agreement, whom the City shall request in writing to be removed, which request may be made by the City with or without cause.

#### 8.03B Time For Performance:

The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Director of the Department of Design & Construction Management and to complete each Phase within the time stipulated in the Authorization to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various Phases will be granted by the City should there be a delay on the part of the City in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

#### 8.04 TERMINATION OF AGREEMENT:

##### 8.04A Right to Terminate:

The City has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the City. The Consultant shall be paid in accordance with Section 6.04, provided that said documentation be turned over to City within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

The Consultant shall have the right to terminate this agreement, in writing, following breach by the City, if breach of contract has not been corrected within sixty (60) days from the date of the City's receipt of a statement from Consultant specifying its breach of its duties under this agreement.

##### 8.04B Prohibition Against Contingent Fees:

The Consultant warrants that he or she 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 agreement and that he or she 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 other consideration contingent upon or resulting from the award or making of this agreement.

For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### ARTICLE 9 MISCELLANEOUS

#### 9.0 MISCELLANEOUS:

##### 9.01 CONSULTANT'S ACCOUNT RECORDS:

The City reserves the right to audit the Consultant's accounts for bills submitted on Hourly Rate basis during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the Consultant.

#### 9.02 OWNERSHIP OF DOCUMENTS:

Drawings and Specifications as instruments of service are and shall become the property of the City whether the Project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the City's use and occupancy of the Project.

The Drawings and Specifications shall not be used by the City on other projects, for additions to this Project, or for completion of this Project by others, provided the Consultant is not in default under this Agreement, except as provided in Article 7 or by agreement in writing and appropriate compensation to the Consultant, in which case such drawings and specifications may be used.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's rights.

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.

#### 9.03 MAINTENANCE OF RECORDS:

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity shall be conducted only during normal business hours.

#### 9.04 EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed,

modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

#### 9.05 SUCCESSORS AND ASSIGNS:

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Consultant without the written consent of the City, acting by and through its Board.

The Consultant and the City each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

#### 9.06 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for a project to be compensated under the Lump Sum method the Consultant shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Authorization to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the City determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

#### 9.07 APPLICABLE LAW AND VENUE OF LITIGATION:

This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this agreement, or arising out of this agreement, shall be brought in Broward County, Florida. Each party shall bear its own attorney's fees except in actions arising out of CONSULTANT's duties to indemnify the CITY under Article 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees.

#### 9.08 CONSULTANT'S STAFF:

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff is in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Project Manager to change key staff. CONSULTANT shall provide Project Manager with such information as necessary to determine the suitability of proposed new key staff. Project Manager will act reasonably in evaluating key staff qualifications.



If Project Manager desires to request removal of any of CONSULTANT's staff, Project Manager shall first meet with CONSULTANT and provide reasonable justification for said removal.

#### 9.09 NOTICES:

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

##### FOR CITY:

City Attorney  
City of Hollywood  
Post Office Box 229045  
Hollywood, Florida 33022-9045

##### FOR CONSULTANT:

James McCumber  
Mark McCumber and Associates  
1600 Johnson Street  
Hollywood, FL 33020

#### 9.10 INTERPRETATION:

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement 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 shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 9.11 JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of the CITY AND CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.



#### 9.12 PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

#### 9.13 MEDIATION; WAIVER OF JURY TRIAL:

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent contractors and/or consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

#### 9.14 TIME:

Time is of the essence in this agreement.

#### 9.15 COMPLIANCE WITH LAWS:

Consultant shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by the undersigned and the said Consultant has caused this Agreement to be executed by the undersigned and the seal of the Consultant set hereto on this day and year first above written.

THE CITY OF HOLLYWOOD, FLORIDA

THE CITY OF HOLLYWOOD,  
FLORIDA

(SEAL)  
ATTEST

By \_\_\_\_\_  
Josh Levy, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC, City Clerk

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

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

\_\_\_\_\_  
Cintya Ramos, Director of Financial Services

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

ATTEST

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Consultant's Registration No.

WHEN THE CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

ATTEST

Witness: \_\_\_\_\_

\_\_\_\_\_  
Legal name of Partnership

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Legal name (Title, if any)

WHEN THE CONSULTANT IS A JOINT VENTURE

\_\_\_\_\_  
Legal name of firm

\_\_\_\_\_  
Legal name firm

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal name and title

\_\_\_\_\_  
Legal name and title

ATTEST

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	<b>CONTACT NAME:</b> Renee Lewis <b>PHONE (A/C, No, Ext):</b> (954) 776-2222 <b>E-MAIL ADDRESS:</b> rlewis@bbftlaud.com <b>FAX (A/C, No):</b> (954) 776-4446
<b>INSURED</b> McCumber Wright Venture 1600 Johnson Street Hollywood FL 33020-3685	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyd's <b>INSURER B:</b> Zenith Insurance Company <b>INSURER C:</b> Evanston Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 2019**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLL-10593-01	06/22/2019	06/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Z133358504	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Pollution Liability			MKLV2ENV101314	08/08/2019	08/08/2020	Aggregate \$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Hollywood is Additional Insured with respect to General Liability when required by written contract. Workers Compensation includes employees location at 1451 Taft St Eco Golf Course and Hollywood Beach Golf Course @ 1600 Johnson St. \*30 Days Notice of Cancellation with 10 Days for Non-Payment of Premium\*

**CERTIFICATE HOLDER****CANCELLATION**

City of Hollywood Attn: Human Resources & Risk 2600 Hollywood Blvd. Hollywood FL 33020	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** February 3, 2020

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Professional Services Agreement with McCumber and Associates to provide Architectural/Engineering Design Services for the 2019 General Obligation Bond Hollywood Beach Golf Course Renovation and Clubhouse Construction Project

---

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved—Dept. of Design and Construction Management
- 2) Type of Agreement – Professional Services Agreement pursuant to Resolution No. 2019-229.
- 3) Method of Procurement (RFP, bid, etc.) – CCNA (Section 287.055, Florida Statutes).
- 4) Term of Contract:
  - a) initial – 60 months
  - b) renewals (if any) – n/a
  - c) who exercises option to renew – n/a
- 5) Contract Amount – In an amount not to exceed \$951,150.00.
- 6) Termination Rights – with or without cause.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – Firm shall provide professional services relating to architectural/engineering programming and design for the Hollywood Beach Golf Course Renovation and Clubhouse Construction Project based upon the issuance of Authorizations to Proceed. Such services will include: surveys, planning, site plan, architectural design, engineering design, programming and scheduling, observations, feasibility studies, cost estimates/opinions of probable cost, partial and complete design services, including preparation of construction and bid documents, permitting with all governing agencies, engineering analysis, field tests, laboratory tests and other miscellaneous architectural and engineering design services.

9) Other Significant Provisions: n/a

cc: Dr. Wazir Ishmael, City Manager

**STATEMENT OF BUDGET IMPACT**  
**(Policy Number 94-45)**  
**Budgetary Review of Proposed Resolution &**  
**Ordinances with Financial Implication.**

**Date:** February 5, 2020

**File:** BIS 20-087

**File:** TMP-2020-072

**Proposed Legislation:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MARK MCCUMBER AND ASSOCIATES BASED UPON A NEGOTIATED PROPOSAL FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE HOLLYWOOD BEACH GOLF COURSE RENOVATION & CLUBHOUSE CONSTRUCTION, A GENERAL OBLIGATION BOND PROJECT, IN AN AMOUNT NOT TO EXCEED \$951,150.00.

**Statement of Budget Impact:**

1. ☐ No Budget Impact associated with this action;
2. ☒ Sufficient budgetary resources identified/available;
3. ☐ Budgetary resources not identified/unavailable;
4. ☐ Potential Revenue is possible with this action;
5. ☒ Will not increase the cost of Housing;
6. ☐ May increase the cost of Housing; (CDAB review required)

**Explanation:**

This Resolution seeks authorization to execute a professional service agreement with Mark McCumber and Associates for architectural, engineering, and landscape services for Hollywood Beach Golf Course and Club House. The contract is for a 5-year term with two additional one-year renewals. There are five phases to the service agreement for a total cost not to exceed \$951,150.00.

Funding is available in the FY 2020 General Obligation Bond Project account number 333.309901.57200.531210.001194.000.000.

**PREPARED BY:** Anjanie Sukhai  
Management/Budget Analyst

**APPROVED BY:** Laurette Jean  
Director, Office of Budget & Performance Management