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File #: R-2020-096 **Version:** 1 **Name:** Hollywood Beach Golf Course Renovation
Type: Resolution **Status:** Agenda Ready
File created: 4/27/2020 **In control:** Department of Design & Construction Management
On agenda: 5/6/2020 **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 Synalovski Romanik Saye, LLC Based Upon A Negotiated Proposal For Architecture/Engineering Design Services For The Hollywood Beach Golf Course Renovation And Clubhouse Construction, A General Obligation Bond Project, In An Amount Not To Exceed \$924,000.00.

Attachments: 1. [Resolution - Hollywood Beach Golf Course SRS REVISED EAI.pdf](#), 2. [Exhibit A - Synalovski Romanik Saye Proposal 4.28.20.pdf](#), 3. [Professional Services Agreement 2019.-SRS- R-2019-229.pdf](#), 4. [TermSheetSynalovskiArchitectEngineeringProgandDesignHollhywoodBchGolfCourseGOBProjects.pdf](#)

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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 SYNALOVSKI ROMANIK SAYE, LLC. BASED UPON A NEGOTIATED PROPOSAL FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE HOLLYWOOD BEACH GOLF COURSE RENOVATION AND CLUBHOUSE CONSTRUCTION, A GENERAL OBLIGATION BOND PROJECT, IN AN AMOUNT NOT TO EXCEED \$924,000.00.

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 Qualifications PR-19-018 and authorizing the appropriate City officials to negotiate and execute an agreement with the highest ranked firm, and if unable to negotiate and award a contract with the highest ranked firm, authorizing the appropriate City officials to negotiate and execute an agreement with the second highest ranked firm, if possible; and

WHEREAS, due to mitigating circumstances and information regarding the highest ranked firm, it was determined that it is in the best interest of the City to negotiate with the second highest ranked firm; 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 Cultural Arts, and Director of Office of Procurement and Contract Compliance were assigned the task of evaluating and negotiating the scope of services and fee proposal submitted by the second ranked firm, Synalovski Romanik Saye, LLC. ("SRS"); and

WHEREAS, the scope of services and fee proposal negotiated with SRS is set forth in the attached Exhibit "A", and has been determined to be fair and reasonable; and

WHEREAS, the scope of services includes research and evaluations on the appropriate size of the Clubhouse to be designed; and

WHEREAS, the Director of DCM recommends that the City Commission approve and authorize the appropriate City officials to execute the attached Professional Services Agreement with SRS 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 Synalovski Romanik Saye, LLC., 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



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

Luis Lopez, Assistant Director of Design and Construction
City of Hollywood
Design and Construction Management
P.O. Box 229045
Hollywood, FL 33022-9045

PROPOSAL : 1572-190518:
PROJECT : Hollywood Beach Golf Club
LOCATION : 1600 Johnson Street - Hollywood, FL

PROPOSED DATE : 04.28.20

The undersigned proposes to provide professional services necessary to complete the following work: Synalovski Romanik Saye (SRS) to provide complete Architectural, Engineering and Landscape Architecture design services for the Hollywood Beach Golf Course Renovation and Clubhouse Construction, located at 1650 Johnson Street, Hollywood, FL 33021. The project includes the design of a new Golf Course clubhouse, perimeter path and its accessory buildings within the parcel. An environmental assessment of the site will need to be conducted as the first item of work under this contract, and a remediation plan developed if necessary.

The Consultant shall furnish the following professional Architectural and Engineering Design Services: environmental assessment of the site and buildings; survey; site plan; architectural design; engineering design; programming and scheduling; observations; a risk mitigation plan; cost estimates/opinions of probable construction cost; 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. Per the Hollywood Code of Ordinances, all new construction of City-owned buildings shall be certified to meet the silver standards of the Florida Green Building Council (FGBC) rating system (or an equivalent certification through another nationally recognized Green Building rating system) at a minimum. The City would like to pursue the highest level of certification that is determined to be practicable for this project. All work required to secure the desired level of Green Building certification is included in this scope of work.

The Golf Course buildings anticipated to be designed under this contract shall consist of a minimum 6,000 SF multi-use clubhouse incorporating a pro shop, dining room and meeting room, a new 5,000 SF cart barn (pre-manufactured metal building), a new 5,000 SF golf course maintenance building (pre-manufactured metal building), and a remote restroom building. The design consultant will perform research on the appropriate size of the Clubhouse meeting area for the operation of a similarly sized Golf Course with Multipurpose functions, including Civic Association meetings occupant load. Recommendations of the latter will be presented to the GOB Advisory Committee and the City Commission to obtain consensus and approval as a basis for design and construction. The study, evaluation and consensus meetings will be in addition to a regular TAC, Historic Preservations Board, Civic Associations, and the City Commission meeting required for Site Plan approval.

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316
T 954.961.6806 • F 954.961.6807 • www.synalovski.com



To reiterate, development of the project will require presentations to be made a several board meetings, including General Bond Oversight Board (2 meetings), Parks, Recreation and Cultural Arts (PRCA) Advisory Board (2 meetings), Pre-Application Conceptual Overview (1 meeting) and Technical Advisory Board (2 meetings), Planning Advisory Board (2 meetings) and City Commission Board (1 meeting). Power point presentations, boards will be required for these meetings to be provided by consultant. Total of 10 public meetings have been included.

The utilities to the new buildings must be established and existing buildings demolished. A new 10' wide perimeter trail located in the north and west right of way is to be designed by consultant, with required drainage landscaping, exercise equipment for the entire trail, pedestrian scale lighting for the entire trail. As the work in the right of way for the trail may be funded from other sources these plans must be submitted in a separate set of drawings.

The eastern quarter of the golf course is very low and remains wet following heavy rains, the scope shall include raising the course to mitigate and extend playing time, adding drainage facilities to assist in this effort.

Right of way improvements will be limited to the trail and associated improvements, utility connections and driveway connections, a new monument sign will be required.

The golf course is in need of improvement and realignment as required to accommodate the new clubhouse location in the southwest corner of the property. Course work will include drainage, irrigation system, putting greens, tee boxes, fairways, bunkers and cart paths. Golf Course parking areas and signage will also be designed under this contract. A new Golf Course parking lot will be designed for the facility.

The scope of work for the project will be expected to include, but is not limited to:

Phase One – Programming and Schematic Design

- Kickoff Meeting attendance
- Public Meetings
 - o Attendance at 1 PRCA Board Meeting and 1 GOB Advisory Board meeting following project kickoff
 - o Attendance at 1 PRCA Board Meeting and 1 GOB Advisory Board meeting progress update meeting
 - o Attendance at 1 Pre-Application Conceptual Overview
 - o Attendance at 2 Technical Advisory Board
 - o Attendance at 2 Planning Advisory Board
 - o Attendance at 1 City Commission Board
 - o Consultant to prepare and present PowerPoint presentation of project including at least 2 renderings and to answer questions about the project.
 - o Consultant to record comments and suggestions, prepare meeting minutes, and provide written responses to all comments, including information about why the



comment/suggestion was or was not incorporated into the design. These responses will be included in the 60% plans presentation.

- The Golf Course buildings anticipated to be designed under this contract shall consist of a minimum 6,000 SF multi-use clubhouse incorporating a pro shop, dining room and meeting room, a new 5,000 SF cart barn (pre-manufactured metal building), a new 5,000 SF golf course maintenance building (pre-manufactured metal building), and a remote restroom building. The design consultant will perform research on the appropriate size of the Clubhouse meeting area for the operation of a similarly sized Golf Course with Multipurpose functions, including Civic Association meetings occupant load. Recommendations of the latter will be presented to the GOB Advisory Committee and the City Commission to obtain consensus and approval as a basis for design and construction.
- Project Survey Alta
- Utility Coordination. Analysis of capacity of existing utility connections, and determination whether upgrades are needed
- Geotechnical Investigation
- Environmental Assessment
- Document detailing or Florida Green Building Council certification goals and outline of how to achieve desired certification level
- Preliminary Project Design & Permitting Schedule
- Project Rendering(s) for use in meetings, presentations, City website
- Attendance at bi-weekly design progress meetings. These meetings will be held via conference call unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in-person.
- Regular written project updates, submitted bi-weekly at a minimum, to Project Manager for informational purposes and for use in updating project information on the City website
- A bi-monthly updated Project Design Phase Schedule
- All work required for Site Plan Approval
- Re-Platting, Re-Zoning and/or Land Use Plan amendments of the site will be an additional services, if required.

Phase Two – Design Development:

- 30% (Design Development) plans
 - o 30% design plans for the renovated golf course design including but not limited to, plans, sections, elevations, review of construction systems, including structural, mechanical, electrical and plumbing and any other specialized conditions.
 - o Updated Project Design & Permitting Schedule
 - o Utility Clearance Document and/or Utility Work Schedule



- o Written responses to Schematic Design plan comments
- 60% (Design Development) plans
 - o 60% (Design Development) plans
 - o Preliminary Specifications
 - o Preliminary Bid forms
 - o Updated Project Design & Permitting Schedule
 - o List of Permit applications submitted and summary of permit coordination meetings held.
 - o Updated Project Renderings for use in meetings, presentations, website
 - o Written responses to 30% (Design Development) plan comments
- Attendance at bi-weekly design progress meetings. These meetings will be held via conference call unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in-person.
- Regular written project updates, submitted bi-weekly at a minimum, to Project Manager for informational purposes and for use in updating project information on the City website
- A bi-monthly updated Project Design Phase Schedule
- All required preliminary submittals for project permitting, including any required permit coordination meetings, plan revisions, and re-submittals.
 - o For City of Hollywood permits, DCM will pay through interoffice transfer
 - o For outside agencies, the Consultant will pay any review fees and will be reimbursed upon submittal and approval of expense documentation
- All required Utility Coordination.
- Value Engineering beginning at 30% plans if construction cost estimate is more than 95% of construction budget.
- Consultant to provide recommendations for sustainability strategies and minimize future environmental impacts due to the project at the 30% design phase.
 - o A summary of the sustainability elements that were considered, whether they were adapted, and the reasons for inclusion or exclusion will be provided with the 60% plan submittal.
 - o FGBC Certification plan and documents

Phase Three – Construction Documents

- 50% Construction Documents
 - o 50% Construction Document plans
 - o Final specifications package
 - o Final Bid Forms
 - o Written responses to 60% (Design Development) plan comments
- 100% Final Construction Documents plans



- Final Signed & Sealed Plans
 - Final Signed & Sealed Specifications
 - Final Bid Forms
 - Written responses to 50% plan comments
- Attendance at bi-weekly design progress meetings. These meetings will be held via conference call unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in-person.
- Regular written project updates, submitted bi-weekly at a minimum, to Project Manager for informational purposes and for use in updating project information on the City website
- A bi-monthly updated Project Design Phase Schedule
- All required project permitting, including any required permit coordination meetings, plan revisions, and re-submittals.
 - For City of Hollywood permits, DCM will pay through interoffice transfer
 - For outside agencies, the Consultant will pay any review fees and will be reimbursed upon submittal and approval of expense documentation
- All required Utility Coordination; Consultant to provide updated Utility Work Schedules if changes have occurred since original submittal.
- Value Engineering if construction cost estimate is more than 95% of construction budget.
- FGBC Certification plan and documents
- Prepare and submit signed and sealed construction drawings to the Hollywood Building Division and any other applicable agencies for review and provide the construction documents necessary to bid the project identified, in accordance with City requirements, and assist the City in the bidding and bid review process. Drawings are typically requested in AutoCAD, and the technical specifications in CSI format.

Phase Four – Administration of the Construction Contract

- Architecture/Engineering during Construction
 - Assist City during bidding and negotiation process
 - Attending pre-bid conferences, preconstruction conferences and bi-weekly construction meetings.
 - Performs inspections as needed to be able to respond to projects RFI's, shop drawings, pay requests, permit requirements and as built certifications.
 - Provide prompt responses to RFIs within no more than 5 business days
 - Provide prompt review of Shop Drawings, samples, and other submittals for compliance with the contract documents and conformance with the design concept in no more than 10 business days.



- Golf Course Architect Consultant shall conduct field observations twice a week, resolving on site problems and answering technical questions as construction progresses, handling change order and performing payment request reviews.
- Provide City with a written report of all observations made during site visits
- Consultant shall conduct a Final Inspection and provide a written report of any deficiencies or areas of concern that deviate from the construction documents.
- Monitor construction progress of FGBC Certification plan items; ensure that project is on track to meet all expected FGBC requirements. File all required certification and application documents, and remain involved in the FGBC process until project receives agreed-upon level of FGBC certification.
- Upon completion of construction, deliver to the City one set of reproducible “As-Built” drawings, incorporating into the permit plans all permit and field revisions, and specifications, along with electronic copies on computer disks, incorporating any changes that were made during the construction process.
- Review of Close-out Documents

Payments to be made as follows:

Description	Fee
Pre-Design Services	
Survey	\$ 30,000.00
Environmental Assessment	\$ 22,000.00
Asbestos Survey	\$ 4,000.00
Geotechnical Report	\$ 8,000.00
Phase One - Schematic Design	\$ 121,500.00
Phase Two - Design Development /Site Plan Approval	\$ 162,000.00
Phase Three – Construction Documents	\$ 324,000.00
Phase Four A – Bidding/Permitting	\$ 40,500.00
Phase Four B – Administration of the Construction Contract	\$ 162,000.00
Sustainability Certification (FGBC)	\$ 50,000.00

PROFESSIONAL DESIGN SERVICES TOTAL

\$ 924,000.00

Payment due upon invoice at monthly intervals.

Any alteration or deviation from the aforementioned will be executed only upon written orders. Services not included in the above scope will be invoiced hourly as additional services and are not included in the above fees.

*Reimbursable expenses such as copies, courier, enhanced system(s)/equipment design services, faxes, UPS, long distance calls, mileage, permit expediting, permit fees, photography, postage, printing, processing fees, renderings, surveying, asbestos surveys, testing, threshold/special inspections and traffic studies and any additional services provided by sub-consultants.



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

Architectural Hourly Billing Rates:

Principal	\$ 205.00
Project Manager	\$ 135.00
Project Architect	\$ 125.00
Job Captain	\$ 95.00
CAD Operator	\$ 75.00
Administrative Assistant	\$ 65.00

Respectfully submitted,

Manuel Synalovski, AIA, NCARB, LEED AP

You are hereby authorized to provide services required to complete the work described in the above proposal, for which the undersigned agrees in representation of the City of Hollywood pay the amount stated in said proposal and according to the terms thereof. All collection costs inclusive of attorney's fees shall be the responsibility of the undersigned.

Approved

Date

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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 2020.

BY AND BETWEEN THE CITY OF HOLLYWOOD, FLORIDA, and Synalovsi Romanik Saye, LLC 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
<u>Kipp Schulties</u>	<u>Golf Course Design</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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:

Manny Synalovski
Synalovski Romanik Saye, LLC
1800 Eller Drive, Suite 500
Ft. Lauderdale, FL 33316
T- 954-961-6806

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

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** April 28, 2020

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Professional Services Agreement with Synalovski Romanik Saye, LLC. 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.) – RFQ PR-19-018; CCNA (Section 287.055, Florida Statutes).
- 4) Term of Contract:
 - a) initial – Estimate time for project is 3 years.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – In an amount not to exceed \$924,000.00.
- 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