

**AGREEMENT COVER MEMORANDUM**

To:	City Attorney, City Manager and City Clerk.	From:	Contracts Division	Date:	06/04/2020
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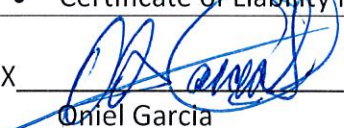
Attached please find for your final review and execution two (2) agreements as detailed herein.

Company:	Synalovski Romanik Saye, LLC.
Contract Purpose:	Parks Architectural and Engineering Services
Contract Description:	To provide architectural and engineering services on an as needed basis.

Contract Group:	Services (Professional)	Effective Date:	06/03/2020
		Commencement Date:	DOE
		Expiration Date:	3 years from Effective Date
Agreement Type:	Master	Renewal Options:	2 additional 3-year terms.
Contract Type:	Expense		
Location:	City Clerk's Office (Routing)	Notice Period:	150
Contract Value:	\$250,000.00	Notice Date:	TBD
Contract Value Description:	The Contract Value of \$250,000.00 is the total amount not to exceed for the initial term.		

Department:	Recreation & Cultural Arts	For Commission Review:	Yes
Contract Manager:	Christina Sorensen	Approved by Commission:	Passed
Procurement Method:	Formal Solicitation (RFQ, RFP, IFB, RLI, etc.)	Commission Date:	06/03/2020
Procurement Summary:	RFQ # RE-19-15, See Commission Approval.	Final Motion:	Motion to Approve...
Account Coding(s):	1-572-7001-31500 (Professional Services-Other)	Reason For Commission Review:	Contract value exceeds \$25,000
		Insurance Required:	Yes Approved by Risk Dept.: Yes
		Bonds Required:	N/A N/A
Reviewed by Dept. Head:	See attached E-mail approval from: Christina Sorensen		
Procurement Approval:	Approved by Commission.		
Additional Notes:	MOTION TO APPROVE THE THREE YEAR AGREEMENT WITH SYNALOVSKI, ROMANIK, SAYE LLC, PURSUANT TO THE AWARD OF RE-19-15 "PARKS ARCHITECTURAL AND ENGINEERING SERVICES" FOR AN AMOUNT NOT TO EXCEED \$250,000.		



Attachments	(2) Originals, Signed/Notarized/Witnessed by Vendor <ul style="list-style-type: none">• Exhibit A – RFQ # RE-19-15 – (Electronically Sent)• Exhibit B – Contractor's Response – (Electronically Sent)• Exhibit C- Hourly Rate Schedule• Commission Approval• Certificate of Liability Insurance
Agreement Cover Memo Reviewed by:	<div>X  _____</div> <div><u>06/04/2020</u></div> <div>Date</div>

From: [Sorensen, Christina](#)
To: [Garcia, Oniel](#)
Cc: [Contracts](#); [Campisi, Carol](#); [Goldstein, Kelly](#); [Fernandez, Gabriel](#)
Subject: FW: RE-19-15 Parks CPS / Synalovski Agreement
Date: Sunday, May 17, 2020 3:15:44 PM
Attachments: [Synalovski Architectural and Engineering CPSA \(RE-19-15\) \(00373845-3xC4B6A\).docx](#)
[SRS Hourly Rate Schedule 031820.pdf](#)

Hi Oniel,

Attached is an agreement I had legal draft for RE-19-15. Below are a few comments/requirements from legal needed to finalize this agreement. May I hand this off to you to complete the execution of this agreement? I would like to get this on the next agenda for approval if possible. Please obtain the bid documents from Purchasing. Attached is the rate sheet provided to me by the consultant.

Thank you

Christina

From: Danielle Schwabe [mailto:dschwabe@GorenCherof.com]
Sent: Wednesday, May 13, 2020 2:34 PM
To: Sorensen, Christina
Cc: Jacob G. Horowitz; Garcia, Oniel
Subject: RE: RE-19-15 Parks CPS / Synalovski Agreement

This sender is trusted.

Christina,

Thanks for sending over the Bermello documents, I appreciate the opportunity to review their recent proposal and the PO accepting work. I have revised the Synalovski Agreement as discussed, please see attached. The agreement is sufficient as to legal form.

Furthermore, please note the following:

- In the past, we have included the consultants bid submittal as an attachment. While the submittal is not referenced in the Agreement specifically, the submittal can be included with the RFQ as Exhibit A.
- Exhibit B will be the fee and cost proposal.
- The insurance selections in Article 7 and the liquidated damages section 14.3 should be confirmed with Risk.
- Section 18.21 Domestic Partnership section must be completed, this information can usually be found in the bid submittal.

Please let us know if you have any questions or if we may assist with any further revisions.

813-493-5502



CONTINUING PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 3rd day of June, 2020 by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY"),

and

SYNALOVSKI ROMANIK SAYE, LLC, a limited liability company as listed with the Florida Division of Corporations, and with a business address of **1800 Eller Drive, Suite 500, Fort Lauderdale, FL 33316** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **November 19, 2019**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **parks architectural and engineering services** as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

"RFQ # RE-19-15"

"Parks Architectural and Engineering Services"

1.2 On **January 14, 2020**, the bids were opened at the offices of the City Clerk.

1.3 On **April 15, 2020**, the CITY approved the findings and recommendation of the evaluation committee and certified CONSULTANT as qualified to provide various professional services that the CITY may need or that may arise, in accordance with the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055(3)(c), Florida Statutes, as may be amended from time to time.



1.4 CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below. Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the CCNA, Section 287.055, Florida Statutes, as may be amended from time to time, and this Agreement incorporates the results of such negotiation.

1.5 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specification attached hereto as **Exhibit "A"**, and by reference made a part hereof.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 The CITY may request from the CONSULTANT from time to time, on an as needed basis, architectural and engineering services pursuant to the scope of work more particularly described in **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CITY's requests will describe the scope of work for an individual assignment of work, the desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, CONSULTANT shall timely review the scope of work and schedule described in each request, and provide CITY a proposal for the assignment of work identified, which shall include but may not be limited to: a not to exceed fee for services; a list of professionals required for the assignment; an estimate of the work hours required to accomplish the services; and, any other information reasonably required by CITY. If the Parties agree to a scope of work, schedule, and fee for an assignment of work, the CITY may in its sole discretion, issue an amendment or purchase order authorizing CONSULTANT to perform such services in accordance with the terms and conditions contained herein.

2.2 CONSULTANT's fee and cost proposal for an assignment of work shall be based upon the hourly rates set forth on **Exhibit "C"**, attached hereto and by this reference made a part hereof.

2.3 Each assignment of work identified by CITY and performed by CONSULTANT shall be in accordance with the requirements of Section 287.055, Florida Statutes, as may be amended from time to time. The scope of work more particularly described in **Exhibit "A"**, includes two work categories CONSULTANT may be engaged to perform: Park Design and Renovation (Sports Fields, Landscaping, Sidewalks, Sports Lighting, Drainage, Irrigation, etc.) which may include permitting services and professional services during construction; and, Parks and Recreation Buildings (Bathroom Facilities, Recreation Centers, Aquatic Centers, etc.) which may include permitting services and professional services during construction.

2.4 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.



2.5 CONSULTANT hereby represents CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.6 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.7 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2)(g), Florida Statutes, as amended from time to time.

2.8 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.9 CONSULTANT shall comply with the applicable provisions of CITY's Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of CITY's Code of Ordinances.

ARTICLE 3

TERM FOR PERFORMANCE AND TERMINATION

3.1 CONSULTANT shall perform the architectural and engineering services within the time frame set forth in each amendment or purchase order. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

3.2 This Agreement shall take effect as of the date of execution as shown herein below and shall continue for such time as is contemplated by the CITY for assignments which the CITY from time to time engages CONSULTANT to perform in accordance herewith. Notwithstanding the foregoing, the term of this Agreement shall be for an initial three (3) year term. The term of this Agreement may be extended for two (2) additional three (3) year terms upon the mutual written agreement of the Parties hereto.

3.3 This Agreement may be terminated by either Party for cause, or by either Party for convenience. If terminated for convenience, the terminating Party shall provide thirty (30) days written notice to the non terminating Party, in which event the CONSULTANT shall be paid its compensation for services performed to termination date.

3.4 CONSULTANT may not terminate Agreement for convenience after assignments of work have been accepted by CONSULTANT in an applicable purchase order or amendment to this Agreement.



3.5 In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed upon for each assignment of work as more particularly described in an applicable purchase order or amendment hereto, and shall be pursuant to the rates established in **Exhibit "C"**. The total amount of compensation for the term of this Agreement shall not exceed **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00)**.

4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, the date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.3 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

Attn:
Synalovski Romanik Saye, LLC
1800 Eller Drive, Suite 500,
Fort Lauderdale, FL 33316

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the services to be provided under this Agreement, subject to the requirements set forth in Section 287.055, Florida Statutes, as may be amended from time to time, and CITY's Code of Ordinances. Any modification to the scope of services to be provided herein, as more particularly described in **Exhibit "A"**, must be contained in a written amendment or purchase order executed by the Parties hereto, with the same formality herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 CONSULTANT shall continue work when seeking change order unless work has not been authorized herein, or by written amendment, purchase order, or change order, executed by the Parties hereto, with the same formality herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at



the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

5.3 In no event will CONSULTANT be compensated for services or associated costs which have not been described either herein or in a separate purchase order, change order, or amendment executed by the Parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents, servants and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and appellate costs, sustained by the CITY, its elected and appointed officials, agents, servants or employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, servants or employees in the performance under this Agreement.

6.2 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.3 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Parties responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered



by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Yes No

- ☒ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ * 7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

- ☒ 7.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.



The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

- ☐ * 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONSULTANT's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and



computer fraud in an amount of no less than \$1,000,000 per loss. If CONSULTANT is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ * 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONSULTANT and subcontractors on the project. The CONSULTANT shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right, at its sole discretion to utilize the CONSULTANT's Builder's Risk Insurance or for the CITY to purchase its own Builder's



Risk Insurance for the Project. Prior to the CONSULTANT purchasing the Builder's Risk insurance for the project, the CONSULTANT shall allow the CITY the opportunity to analyze the CONSULTANT's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONSULTANT's Builder's Risk Insurance, the CONSULTANT shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONSULTANT shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONSULTANT shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of



race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with any applicable law or regulation. CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term



"Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resulting from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

14.2 **Reserved.**

14.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONSULTANT does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:



14.4.1 The abandonment of the Agreement or and individual assignment of work governed by the terms herein by CONSULTANT for a period of more than seven (7) business days.

14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Recreation and Cultural Arts Department relative thereto.

14.4.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

14.4.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

14.5 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

14.5.1 Upon such declaration of default, all payments remaining due to the CONSULTANT at the time of default, less all sums due to the CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CITY.

14.5.2 CITY may complete the Agreement, or any part thereof, either by day labor, by hiring a subcontractor, or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.



14.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

14.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 15

BANKRUPTCY

15.1 It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16

DISPUTE RESOLUTION

16.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

16.2 Operations During Dispute.

16.2.1 In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

16.2.2 CONSULTANT expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will negotiate with CITY for an adjustment on the matter or matters in dispute before seeking a remedy in court.

16.2.3 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONSULTANT of such notice from CITY.



ARTICLE 17
PUBLIC RECORDS

17.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com



ARTICLE 18
MISCELLANEOUS

18.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

18.2 **Legal Representation.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

18.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

18.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written amendment or work order executed with the same formality herewith.

18.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for 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, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18.6 **Notice.** Whenever any Party desires to give notice to any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for



giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONSULTANT: Attn:
Synalovski Romanik Saye, LLC
1800 Eller Drive, Suite 500,
Fort Lauderdale, FL 33316
Phone: 954-961-6806
954-881-9200
Email: mromanik@synalovski.com

18.7 **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

18.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

18.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

18.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18.11 **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, either written or oral.



18.12 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

18.13 **Attorneys' Fees.** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

18.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

18.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

18.16 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

18.17 **Compliance with Jessica Lunsford Act.** CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

18.18 **Scrutinized Companies.** CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

18.18.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.18.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.18.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

18.18.2.2 Is engaged in business operations in Syria.



18.19 **No Third Party Beneficiaries.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

18.20 A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCURING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT, PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME.

18.21 **Domestic Partnership.**

18.21.1 CONSULTANT certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☒ CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - ☐ CONSULTANT does not provide benefits to employees' spouses in traditional marriages; or
 - ☐ CONSULTANT provides an employee the cash equivalent of benefits because CONSULTANT is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONSULTANT shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or



- ☐ CONSULTANT is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- ☐ CONSULTANT is a governmental agency.

18.21.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits for Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

18.21.3 CONSULTANT shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONSULTANT is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONSULTANT may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONSULTANT's records pertaining to its benefits policies and its employment policies and practices.

18.21.4 CONSULTANT must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the CONSULTANT will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

If CONSULTANT has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONSULTANT's duties pursuant to this Agreement, contact Human Resources at (954) 954-392-292 or drotstein@ppines.com.

18.21.5 By executing this Agreement, CONSULTANT certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

18.22 **Electronic Signatures.** Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-



up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK.**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

Signed by:

MARLENE D. GRAHAM, CITY CLERK

Signed By:

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM BY:

Name:

OFFICE OF THE CITY ATTORNEY



CONSULTANT:

SYNALOVSKI ROMANIK SAYE, LLC

Signed By:

Name:

Title:

Date:



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

Exhibit C

HOURLY RATE SCHEDULE

03.18.20

TITLE	RATE (\$/HR)
Principal Architect/Engineer	\$200.00
Architectural/Engineering Project Manager	\$175.00
Architect/Engineer	\$150.00
Architectural/Engineering Technical Staff	\$125.00
Administrative Assistant	\$100.00
Clerical Staff	\$75.00



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 3.

File ID: 20-0365	Type: Agreements/Contracts	Status: Passed
Version: 1	Agenda Section:	In Control: City Commission
		File Created: 04/23/2020
Short Title: Approve Agreement for RE-19-15 "Parks Architectural and Engineering Services" to Synalovski, Romanik, Saye		Final Action: 06/03/2020

Title: MOTION TO APPROVE THE THREE YEAR AGREEMENT WITH SYNALOVSKI, ROMANIK, SAYE LLC, PURSUANT TO THE AWARD OF RE-19-15 "PARKS ARCHITECTURAL AND ENGINEERING SERVICES" FOR AN AMOUNT NOT TO EXCEED \$250,000.

*Agenda Date: 06/03/2020

Agenda Number: 3.

Internal Notes:

Attachments: 1. Vendor Executed Agreement, 2. Exhibit A - RE-19-15 Parks Architectural and Engineering Services, 3. Exhibit B - Submittal from Synalovski Romanik Saye, LLC., 4. Exhibit C - Hourly Rate Schedule, 5. 4-15-20 Commission Approval

1	City Commission	06/03/2020	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Chanzas				
Nay: - 0				

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and

conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer." - 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19(A) states *"All sealed competitive solicitations as defined in § 35.18 shall be presented to the City Commission for their consideration prior to advertisement."*

- Section 35.21(A)(1) states, *"An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."*

- Florida Statute (F.S.) 287.055 is known as the "Consultant's Competitive Negotiation Act" (CCNA).

- F.S. Section 287.055(2)(a) defines Professional services as *"those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."*

- F.S. Section 287.055(2)(f) states *"Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:*

- 1. A grouping of minor construction, rehabilitation, or renovation activities.*
- 2. A grouping of substantially similar construction, rehabilitation, or renovation activities.*

- F.S. Section 287.055(3)(a)(1) states *"Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s.287.017 for CATEGORY FIVE (\$325,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s.287.017 for CATEGORY TWO (\$35,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration."*

- F.S. Section 287.055(2)(g) states *"A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act*

between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction costs of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another."

SUMMARY EXPLANATION AND BACKGROUND:

1. On November 13, 2019, the City Commission authorized the advertisement of RFQ # RE-19-15 "Parks Architectural and Engineering Services", which was advertised on November 19, 2019.
2. The purpose of this solicitation was to establish a "continuing contract," as defined by Florida Statute 287.055(2)(g), with the most highly qualified firm to provide Parks Engineering and Architectural on an as needed basis.
3. On April 15, 2020, the City Commission approved the findings and recommendation of the evaluation committee to award RE-19-15 "Parks Architectural and Engineering Services" to Synalovski Romanik Saye, LLC. and to direct the City Manager to negotiate a contract for services.
4. Synalovski Romanik Saye, LLC. has met with City Administration and has negotiated the agreement attached to this agenda. The agreement is for a three (3) year period, which may be extended upon mutual agreement of the parties for two (2) renewal periods of three (3) years each.
5. The City may request from Synalovski Romanik Saye, LLC. from time to time, on an as needed basis, architectural and engineering services pursuant to the scope of work more particularly described in **Exhibit " A "**. The City's requests will describe the scope of work for an individual assignment of work, the desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, Synalovski Romanik Saye, LLC. shall timely review the scope of work and schedule described in each request, and provide the City a proposal for the assignment of work identified, which shall include but may not be limited to: a not to exceed fee for services; a list of professionals required for the assignment; an estimate of the work hours required to accomplish the services; and, any other information reasonably required by the City. If the Parties agree to a scope of work, schedule, and fee for an assignment of work, the City may in its sole discretion, issue an amendment or purchase order authorizing Synalovski Romanik Saye, LLC. to perform such services.
6. The following are the hourly rates which were negotiated and made part of the agreement:

TITLE	Hourly Rate
Architect/Engineer	\$ 200.00

Architectural/Engineering Project Manager	\$ 175.00
Architect/Engineer	\$ 150.00
Architectural/Engineering Technical Staff	\$ 125.00
Administrative Assistant	\$ 100.00
Clerical Staff	\$ 75.00

7. Request City Commission to approve the negotiated three year agreement with Synalovski Romanik Saye, LLC., pursuant to the award of RE-19-15 "Parks Architectural and Engineering Services" for an amount not to exceed \$250,000.00.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$250,000 (The agreement is for a 3 year period, and the \$250,000 will be used on an as needed basis).
- b) **Amount budgeted for this item in Account No:** Funds will be budgeted in account # 1-572-7001-31500 (Professional Services - Other), when needed.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** The following 5 year projected is based off an equal monthly prorating of the \$250,000. The Department may use more or less in each of the 3 years of the agreement.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$27,778	\$83,333	\$83,333	\$55,556	\$0
Net Cost	\$27,778	\$83,333	\$83,333	\$55,556	\$0

- e) **Detail of additional staff requirements:** Not Applicable.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A : Phoenix Insurance Company NAIC # 25623 INSURER B : Travelers Indemnity Company 25658 INSURER C : Travelers Casualty and Surety Company 19038 INSURER D : Argonaut Insurance Company 19801 INSURER E : INSURER F :	
INSURED Synalovski Romanik Saye, LLC 1800 Eller Drive #500 Fort Lauderdale, FL 33316-4210			

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6609D35342A	12/23/2019	12/23/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA6G624112	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP4K271119	12/23/2019	12/23/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB8J676605	12/23/2019	12/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			121AE016232900	12/10/2019	12/10/2020	\$1,000,000 per claim \$5,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

RE: RFQ # RE-19-15 Parks Architectural and Engineering Services

City of Pembroke Pines is listed as an Additional Insured as respects the Commercial General Liability where required by a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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From: [Rotstein, Daniel](#)
To: [Rodriguez, Joaniris](#)
Cc: [Contracts](#)
Subject: FW: Synalovski-Parks Architecture & Engineering Services -Risk Approval
Date: Tuesday, May 26, 2020 12:31:14 PM
Attachments: [Synalovski Architectural and Engineering CPSA \(Vendor Executed\).pdf](#)
[Synalovski- COI.pdf](#)

Approved COI

From: Rodriguez, Joaniris
Sent: Tuesday, May 26, 2020 11:38 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Synalovski-Parks Architecture & Engineering Services -Risk Approval

Dear Daniel,

Good morning. Could you please review the attached insurance document and provide your comments/approval. I have also attached the Agreement for reference.

Best Regards,

Joaniris Rodriguez
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com