

AGREEMENT FOR PROFESSIONAL/CONSULTING SERVICES

THIS PROFESSIONAL/CONSULTING SERVICES AGREEMENT is made and entered into this _____ day of _____, 2019, by the City of Pompano Beach, a Florida municipal corporation ("City") and Synalovski Romanik Saye, LLC, a Florida corporation ("Consultant"), collectively referred to as "the Parties."

WHEREAS, City advertised RFQ P-54-18 in September 22, 2018, requesting firms to submit qualifications and experience for consideration to provide professional consulting services to the City for the design, bidding, and construction phase services to the City for the Fire/Emergency Operations Center ("Project");

WHEREAS, City desires to retain Consultant to provide professional architectural design and engineering consulting and related services, which Consultant is capable of providing under the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work ("Exhibit A"), the Insurance Requirements ("Exhibit B"), and RFQ P-54-18 and the Consultant's Response ("Exhibit C"), all of which are attached and made a part of this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and off equal dignity as this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties in accordance with Paragraph 24, Waiver and Modification. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit "A", and (iii) Exhibit "C".

2. Scope of Work. Consultant shall provide the services set forth in Exhibit "A", including all necessary, incidental and related activities required for full and complete performance of this Agreement ("Scope of Work"). This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Work identifies the work items, Consultant shall notify the City's Contract Administrator in writing in a timely manner before proceeding with the Work. If Consultant proceeds with such work without notifying the City's Contract Administrator, the Work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to City's Contract Administrator does not constitute authorization or approval by City to Consultant to perform the Work. Performance of

work by Consultant outside the originally anticipated level of effort without prior written City approval shall be at no additional cost to City.

3. City shall assist Consultant by placing at Consultant's disposal all information City has available pertinent to the Project, at no charge, including previous reports and any other data relative to design or construction of the Project. City shall arrange for access to, and make all provision for, Consultant to enter upon public and private property as required for Consultant to perform its Services. City shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any material defect in the work of the Contractor or other material development that affects the scope or timing of Consultant's Services.

A. Consultant agrees to meet with City at reasonable times after reasonable notice.

B. Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities in a professional manner.

C. Notwithstanding any other remedy otherwise available to City, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to City.

D. Consultant shall pay its subconsultants, subcontractors and suppliers consistent with Chapter 218, Florida Statutes.

4. Term. The term of this Agreement shall begin upon complete execution by all Parties and shall end on the fifth (5th) anniversary of that date, provided that either party shall have the right to terminate this Agreement as set forth below.

5. Extension. In the event City determines Consultant to be in full compliance with this Agreement and Consultant's performance to be satisfactory, the City Contract Administrator, with City Commission approval, may extend the term of this Agreement for one two (2) year term beyond the term established above. The exercise of this option shall be by written notification issued by the City Contract Administrator and furnished to Consultant not less than sixty (60) days prior to the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Consultant as compensation for performance of all services as related to the Scope of Work as required under the terms of this Agreement, including salary costs and reimbursables. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Consultant shall perform all services set forth for total compensation in the amount of or less than that agreed to by City and Consultant for the Project.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Consultant for performance of the Work set forth in this Agreement as follows:

Services and reimbursable expenses shall not exceed one million three hundred and twenty thousand three hundred dollars and 40/100 (\$1,320,300.40).

B. Payment. Consultant shall submit invoices to City in accordance to the fee schedule for each task under Exhibit "A", on a monthly basis, based on the progress of each task. All payments by City shall be made after the Work or task described in the Invoice has been verified as completed. Unless disputed by City as provided below, following City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for services as defined under Exhibit "A" Compensation. The City shall not be liable for any reimbursable expenses that have not been approved in advance, in writing, by City's Contract Administrator.

C. City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

D. In the event City has a claim against Consultant for Work performed pursuant to this Agreement, which has not been timely remedied in accordance with the provisions of this Paragraph, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

8. Disputes. Any factual disputes between City and the Consultant in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Horacio Danovich and the Consultant's Contract Administrator shall be Deborah Martin (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Consultant: Merrill Romanik
1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316
Office: (954) 961-6806
Email: mromanik@synalovski.com

If to City: Horacio Danovich, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: (954) 786-7834
Email: horacio.danovich@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

With a copy to: Mark Berman, City Attorney
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-4614
Email: mark.berman@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work products, developed, prepared, assembled or compiled by Consultant as required for the Work described in this Agreement, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use or distribution as City deems appropriate, provided City has compensated Consultant for such Work product. City's re-use of Consultant's Work product shall be at its sole discretion and risk if done without Consultant's written permission. Upon completion of all Work or termination of this Agreement, copies of all of the above documents shall be promptly delivered to the City's Contract Administrator upon written request. The Consultant may not disclose, use, license or sell any work developed, created, or otherwise originated pursuant to this Agreement to any third party whatsoever. The rights and obligations created under this Paragraph shall survive the termination or expiration of this Agreement.

11. Termination.

A. City shall have the right to terminate this Agreement, in whole or in part, for cause by the Consultant, if the Consultant has not corrected the breach within ten (10) calendar days after written notice to Consultant identifying the breach. If the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

B. Termination for convenience shall be effective on the termination date stated in written notice provided by the City, which termination date shall be not less than thirty (30) days after the date of such written notice.

C. This Agreement may also be terminated by the City upon such notice as the City Manager deems appropriate under the circumstances in the event that the City Manager determines that termination is necessary to protect the public health or safety.

D. The Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

E. If there is any material breach or default in Consultant's performance of any covenant or obligation in this Agreement which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

F. In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Paragraph 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until such Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation in this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party, which cannot or could not be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or is delayed in their performance of any obligations in this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for the time period during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s), requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

13. Insurance. Consultant shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided in this Agreement, no liability shall attach to the City by reason of entering into this Agreement.

A. Consultant shall at all times indemnify and hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant or any of its agents, officers, or employees, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant pursuant to this Agreement may be retained by City until all of City's claims for indemnification have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant pursuant to this Agreement shall constitute specific consideration to Consultant for the indemnification provided under this Paragraph and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and its agencies, as set forth in Section 768.28, Florida Statutes.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Consultant agrees it shall not assign or otherwise transfer any of its interests, rights or obligations in this Agreement, in whole or in part, to any other person or entity without City's prior written consent, which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Consultant to assign or transfer any of its rights or obligations in this Agreement without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement, at which time, City shall be released of any of its obligations under this Agreement. In addition, this Agreement and the rights and obligations in this Agreement shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Consultant's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Consultant under this Agreement shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed pursuant to this Agreement, Consultant shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in their sole discretion, objects to the proposed subcontractor, Consultant shall be prohibited from allowing that subcontractor to provide any Work pursuant to this Agreement. Even if the Consultant is permitted to subcontract Work in accordance with this Paragraph, Consultant shall remain responsible for any and all contractual obligations and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Paragraph 28 below.

17. Performance Under Law. The Consultant, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Consultant shall permit the authorized representatives of the City to inspect and audit all data and records of the Consultant, if any, relating to performance under the contract until the expiration of three (3) years after final payment under this contract.

The Consultant further agrees to include in all its subcontracts arising from this Agreement a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. The Consultant shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Consultant. The Consultant shall be deemed an independent Consultant for all purposes, and the employees of the Consultant or any of its Consultants, subcontractors and the employees, shall not in any manner be deemed to be employees of City. As such, the employees of the Consultant, its Consultants or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Consultant, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Mutual cooperation. The Consultant recognizes that the performance of the Scope of Work pursuant to this Agreement is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Consultant shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Consultant shall not make any statements or take any actions detrimental to the City's effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically 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.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under §119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

**100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Governing Law; Venue; Waiver of Jury Trial. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by the Parties that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. This Agreement and its terms, conditions and requirements comply with §287.055, Florida Statutes. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS**

EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition in this Agreement shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights in this Agreement shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Consultant be considered a waiver of City's rights with respect to that default or any other default by Consultant.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for in this Agreement, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Consultant warrants that other than a bona fide employee working solely for Consultant, Consultant has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Consultant's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Paragraph 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Consultant and City agree that this Agreement and other agreements pertaining to Consultant's performance hereunder shall not create any obligation on Consultant or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Promoting Project Objectives. Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the Project. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the Project, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

35. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

37. Truth-In-Negotiation Certificate. Consultant's compensation under this Agreement is based upon representations supplied to City by Consultant, and Consultant certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

Horacio Danovich
CIP and Innovation District Director
City of Pompano Beach
100 West Atlantic Boulevard, Room 276
Pompano Beach, Florida 33060

PROPOSAL NO.: M180929
PROJECT: Pompano Beach Fire/EOC
Public Safety Complex
LOCATION: 100 SW 3rd St, Pompano Beach, FL 33060

PROPOSAL DATE: 06.13.19

STARTING DATE: A.S.A.P.
COMPLETION DATE: A.S.A.P.

The undersigned proposes to provide professional services necessary to complete the following work: Basic Architectural, Structural Engineering, Mechanical, Electrical, Plumbing, Fire Protection & Communications Engineering, Civil Engineering, Landscape Architecture, LEED process, Site and Building Signage and Surveying professional services as required for a new Fire/EOC building with that includes Storage for the City Clerk and Logistics Team Support Space. Total project design guidelines for a Risk Category IV based on "Emergency Operation Center Design Criteria" (with Security, Sustainability, Interoperability and Flexibility), current Florida Building Codes (FBC), current Florida Energy Codes, to meet American Disability Act requirements, emergency disaster criteria in support the existing policy and procedure with expansion of future services delivery and be designed to meet LEED Silver Certification.

The New Emergency Operations Center building's footprint anticipated to be +/- 12,500 SF of program and a total building area of +/- 25,000 SF within a two (2) story (20' + 14') solution, as well as a separate four (4) Level Parking Garage Structure [Ground Level Height for Fire Vehicle Storage, plus 3 levels of parking (250 parking spaces total) with the top floor deck being open]. Construction Budget is anticipated at +/- \$15,000,000. Proposed site improvements are for +/- 1.9 Acre portion of the existing City of Pompano Beach Public Safety Complex located at 100 SW 3rd St, Pompano Beach, FL 33060.

Our services including LEED Services on this project will be supported by the following sub-consultants:

Structural Engineering – Saad Elia El-Hage Consulting Engineers
Mechanical, Electrical, Plumbing, Fire Protection & Communications Engineering - TLC Engineering
Civil Engineering – Keith and Associates
Landscape Architecture – Keith and Associates
Survey – Keith and Associates

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



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

Payments to be made as follows:

Description:	Fee
Programming/Schematic Design (30%)	\$ 171,601.20
Design Development (60%)	\$ 228,801.60
Construction Documents (90-100%)	\$ 457,603.20
Permitting/Bidding Assistance	\$ 57,200.40
Construction Administration	\$ 228,801.60
A/E Professional Services Sub-TOTAL	\$ 1,144,008.00
Reimbursable Allowance	\$ 57,200.40
Survey Update	\$ 13,000.00
LEED Services	\$ 106,092.00
A/E Professional Services TOTAL	\$ 1,320,300.40

Programming/Schematic Design Services (30% of project) \$171,601.20

Consults with the owner to determine project goals and requirements (see attached "EOC Assessment Checklist"). The program, or architectural program will be developed and include estimated square footage of each usage type and any other elements that achieve the project goals. Study drawings, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, and form for the owner to review. (2) proposed schemes will be presented and one will be selected. Schematic design also is the research phase of the project, when zoning requirements or jurisdictional restrictions are discovered and addressed. This phase produces a final schematic design, to which the owner agrees after consultation and discussions and includes the DRC Site Plan Approval process with the City of Pompano Beach. Costs are estimated based on overall project volume. A LEED Silver Certification design at minimum and will be discussing schedule and process at this stage.

As-Built Verification
Site Due Diligence Analysis
Space Programming Meeting(s) with Key Stakeholders and End Users
Space Programming
Adjacency Diagrams
Building Code Analysis
Life Cycle Cost Analysis

DELIVERABLES (for DRC Review/Approval):

Basis of Design (Design Intent Documents)
LEED Checklist (LEED Requirements)
Opinion of Probable Cost (Benchmark Budget)
Project Schedule

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Architecture • Planning • Interior Design

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Schematic Design Civil Plan(s) and Details
Schematic Design Landscape Plan(s) and Details
Schematic Site Plan
Schematic Phasing Plan(s), if necessary
Schematic Floor Plan(s)
Schematic Reflected Ceiling Plans
Schematic Elevation(s)
Concept Rendering(s)

Design Development Services (60% of Construction Documents)

\$228,801.60

Design development services use the initial design documents from the schematic phase and take them one step further. This phase lays out mechanical, electrical, plumbing, fire prevention, structural, and architectural details and includes the DRC Site Plan Approval process with the City of Pompano Beach.

Meeting(s) with Key Stakeholders
DRC Site Plan Approval Meetings and Commission Meeting(s)
Design Development/DRC Site Plan Approval Site Plan
Design Development/DRC Site Plan Approval Demolition Site Plan
Design Development/DRC Site Plan Approval Phasing Plan, if necessary
Design Development/DRC Site Plan Approval Floor Plan(s)
Design Development/DRC Site Plan Approval Elevation(s)
Design Development/DRC Site Plan Approval Rendering(s)
Design Development/DRC Site Plan Civil Plan(s) and Details
Design Development/DRC Site Plan Approval Landscape Plan(s) and Details
Design Development/DRC Site Plan Approval Photometric Plan
Design Development Life Safety Plan(s)
Design Development Reflected Ceiling Plan(s)
Design Development Building Section(s)
Design Development Roof Plan
Conceptual Kitchen Layout
Conceptual Operation Center Layout
Design Development Structural Plan(s) and Details
Design Development HVAC Plans and Load Calculations
Design Development Electrical Plans, Proposed Light Fixture Package and Load Calculations
Design Development Low Voltage (IT, AV, Security, etal.) Plan(s)
Design Development Plumbing Plan(s)
Design Development Fire Protection Plan(s)
Material and Color Selections
Outline Specifications

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Updated Opinion of Probable Cost
LEED Checklist (LEED Requirements)

Construction Documents Services (90%-100% Construction Documents)

\$457,603.20

Upon City approvals of Design Development Documents, the drawings move forward with greater detail. These drawings typically include specifications for construction details and materials and drawings from all A/E disciplines. A 90% submittal and a 100% submittal are anticipated.

Construction Documents Meeting(s) with Key Stakeholders

90% Construction Documents Site Plan

90% Construction Documents Demolition Site Plan

90% Construction Documents Phasing Plan, if necessary

90% Construction Documents Plan(s)

90% Construction Documents Roof Plan and Details

90% Construction Documents Elevation(s)

90% Construction Documents Life Safety Plan(s)

90% Construction Documents Reflected Ceiling Plan(s)

90% Construction Documents Building Section(s)

90% Construction Documents Detailed Section(s) and Wall Types

90% Construction Documents Interior Elevation(s)

90% Construction Documents Enlarged Floor Plan(s)

90% Construction Documents Door and Window Schedules

90% Construction Documents Finish Schedules

90% Construction Documents Civil Plan(s) and Details

90% Construction Documents Landscape Plan(s) and Details

90% Construction Documents Photometric Plan

90% Construction Documents Structural Plan(s) and Details

90% Construction Documents HVAC Plans and Load Calculations

90% Construction Documents Electrical Plans, Proposed Light Fixture Package and Load Calculations

90% Construction Documents Voltage (IT, AV, Security, etal.) Plan(s)

90% Construction Documents Plumbing Plan(s)

90% Construction Documents Fire Protection Plan(s)

100% Construction Documents Site Plan

100% Construction Documents Demolition Site Plan

100% Construction Documents Phasing Plan, if necessary

100% Construction Documents Plan(s)

100% Construction Documents Roof Plan and Details

100% Construction Documents Elevation(s)

100% Construction Documents Life Safety Plan(s)

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100% Construction Documents Reflected Ceiling Plan(s)
100% Construction Documents Building Section(s)
100% Construction Documents Detailed Section(s) and Wall Types
100% Construction Documents Interior Elevation(s)
100% Construction Documents Enlarged Floor Plan(s)
100% Construction Documents Door and Window Schedules
100% Construction Documents Finish Schedules
100% Construction Documents Civil Plan(s) and Details
100% Construction Documents Landscape Plan(s) and Details
100% Construction Documents Photometric Plan
100% Construction Documents Structural Plan(s) and Details
100% Construction Documents HVAC Plans and Load Calculations
100% Construction Documents Electrical Plans, Proposed Light Fixture Package and Load Calculations
100% Construction Documents Voltage (IT, AV, Security, etal.) Plan(s)
100% Construction Documents Plumbing Plan(s)
100% Construction Documents Fire Protection Plan(s)
Project Manual/Specifications
Updated Opinion of Probable Cost

Permitting and Bidding Assistance

\$57,200.40

Preparation of the permit submittal documents and applications to all applicable permitting agencies, review and respond to comments to secure permits. And preparation of the bid documents to go out to potential contractors for pricing by the City of Pompano Beach Purchasing Department. Attend Pre-Bid meeting and during Bid period, A/E team to assist with responses to RFI's. And evaluate the bids and share thoughts on the Bids received with City of Pompano Beach Staff.

Submit Signed and Sealed Plans and Permit Applications to Building Department
Submit Signed and Sealed Plans and Permit Applications to City of Pompano Beach Utilities
Submit Signed and Sealed Plans and Permit Applications to City of Pompano Beach Engineering
Submit Signed and Sealed Plans and Permit Applications to Broward County Environmental Protection Department of Growth Management (BCEPDGM)
Submit Signed and Sealed Plans and Permit Applications to Broward County Water & Wastewater Services (BCWWS)
Submit Signed and Sealed Plans and Permit Applications to Florida Department Environmental Protection (FDEP)
Submit Signed and Sealed Plans and Permit Applications to South Florida Water Management District (SFWMD), if required
Submit Signed and Sealed Plans and Permit Applications Broward County Traffic Engineering
Respond, Revise Plans and Resubmit Plans for all permitting agencies as required

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Prepare and share PDF copies of Bid Documents for issuance by the City of Pompano Beach
Purchasing Department
Attend Pre-Bid Meeting
Review and Respond to Bidding RFI's
Prepare and issue Addenda and updated drawings as required
Review Bids submitted and share thoughts with City Staff

Construction Administration

\$228,801.60

The architect's core responsibility during this phase is to assist the Construction Manager @ Risk and the Contractor to build the project as specified in the CDs as approved by the City of Pompano Beach.

Attend Project Kick Off Meeting
Shop Drawing Review (Architecture, Structural, MEP/FP Disciplines)
Review and Respond to RFI's (Architecture, Structural, MEP/FP Disciplines)
Job Progress Meetings, every two weeks
Alternate/Substitution Reviews (Architecture, Structural, MEP/FP Disciplines)
Material and Finish Color Reviews/Coordination w/ Clients
Change Order Review and Recommendation (all A/E Disciplines)
Pay Requisition Review and Recommendation
Punchlist Site Visit
Punchlist Documentation
Closeout Document Review

Civil and Landscape Architecture Assistance during Construction

KEITH shall provide construction observation services in order to ensure the integrity of the design intent, and certify to the CITY and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

Shop Drawings:

KEITH shall review shop drawings, samples and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by contractors.

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Periodic Site Visits and Construction Observation:

KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meetings. This task includes construction observation services for an anticipated construction period of twelve (12) months.

As-builts Review:

KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections:

KEITH shall participate, with the CITY's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CITY, participate in a final inspection together with CITY and contractor representatives to assure that all "Punch List" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed.

Final Certification:

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CITY.

Note: It is the contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

We anticipate the following items requiring as-built certification:

- Water System
- Sanitary Sewer System
- Paving Grading and Drainage System

Note: Construction-related surveying (stakeout, as-builts, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

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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, asbestos surveys, geotechnical reports, faxes, Federal Express, interior design, long distance calls, mileage, permit expediting, permit fees, photography, environmental testing, postage, printing, processing fees, testing, Threshold/Special Inspections, and traffic studies shall be invoiced at 1.15 of cost.

Additional Services: Changes to approved decisions and services outside the scope of work are considered additional services and will be performed at our standard hourly billing rates.

Architectural Hourly Billing Rates:

Principal	\$ 200.00
Project Manager	\$ 175.00
Registered Architect	\$ 150.00
Technical Staff	\$ 125.00
Interior Designer	\$ 125.00
Graduate Architect	\$ 100.00
Clerical	\$ 75.00

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 City of Pompano Beach 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

Reviewed by: _____

Date: _____

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"CONSULTANT"

Witnesses:

Lauren Hobman

Lauren Hobman
(Print or Type Name)

Marcela Oviedo

Marcela Oviedo
(Print or Type Name)

Synalovski Romanik Saye, LLC

By: Manuel Synalovski

Manuel Synalovski, Manager

STATE OF FLORIDA

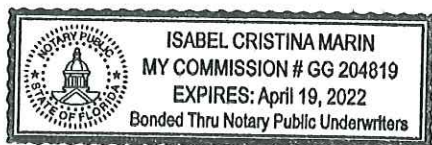
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of June, 2019, by Manuel Synalovski as Manager of Synalovski Romanik Saye, LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced W/A (type of identification) as identification.

NOTARY'S SEAL:

Isabel Cristina Marin

NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

GG204819

Commission Number