

AGREEMENT
between
CITY OF COCONUT CREEK
and
**SYNALOVSKI ROMANIK SAYE,
LLC**
for
**WINDMILL PARK IMPROVEMENTS FOR DESIGN
RFQ NO. 07-16-14-11**

This Agreement is made and entered into this _____ day of _____, 2014 by and between CITY OF COCONUT CREEK, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "CITY,"

AND

Synalovski Romanik Saye, LLC, a Florida Corporation, its successors and assigns, hereinafter referred to as "CONSULTANT."

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 **CONTRACT ADMINISTRATOR:** Whenever the term "CONTRACT" ADMINISTRATOR" is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the CONTRACT ADMINISTRATOR.
- 1.2 **CONSULTANT:** Synalovski Romanik Saye, LLC, which is the professional organization with whom CITY has contracted for the performance of services pursuant to this Agreement.
- 1.3 **CITY:** City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.
- 1.4 **PROJECT:** The nature of the PROJECT is to provide assistance in the comprehensive design for Windmill Park as defined in EXHIBIT "A" – SCOPE OF WORK.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame 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.

- 2.1 CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the work of the specified nature as outlined in this Agreement.
- 2.2 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and CITY, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF WORK

- 3.1 CONSULTANT'S services shall consist of the tasks set forth in EXHIBIT "A", attached hereto and made a part hereof, and shall include professional services, as applicable for the PROJECT. CONSULTANT shall provide all services as set forth in EXHIBIT "A" including all necessary, incidental and related activities and services required by the Scope of Work and contemplated in CONSULTANT'S level of effort.
- 3.2 The CITY reserves the right to add or delete tasks shown in EXHIBIT "A" as deemed necessary and based on fund availability.
- 3.3 CONSULTANT and CITY acknowledge that the Scope of Work does not delineate every detail and minor work Task required to be performed by CONSULTANT to complete a PROJECT. If, during the course of the performance of the services included in this AGREEMENT, CONSULTANT determines that it should perform work to complete a PROJECT, which is outside the level of effort originally anticipated, CONSULTANT will notify CONTRACT ADMINISTRATOR in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying CONTRACT ADMINISTRATOR as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to CONTRACT ADMINISTRATOR does not constitute authorization or approval by CITY. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.
- 3.4 CONSULTANT acknowledges that CITY is relying on the competence of CONSULTANT to meet the PROJECT'S intent.

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 CONSULTANT shall perform the services described in EXHIBIT "A" within the time periods specified in the PROJECT SCHEDULE included in EXHIBIT "A".
- 4.2 In the event CONSULTANT is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the PROJECT, and such delays are not the fault of CONSULTANT, CITY shall grant a reasonable extension of time for completing the work. It shall be the responsibility of CONSULTANT to notify the CONTRACT ADMINISTRATOR promptly, in writing, whenever a delay is anticipated or experienced, and to inform the CONTRACT ADMINISTRATOR of all facts and details related to the delay.

ARTICLE 5

COMPENSATION AND PAYMENT

- 5.1 CITY agrees to pay CONSULTANT as compensation for performance of all approved PROFESSIONAL SERVICES required under the terms of this Agreement and as described in EXHIBIT "A" the total contract amount of TWO HUNDRED FORTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$246,000.00). In the event the City exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be reduced accordingly.
- 5.2 The total contract amount includes full payment, including all labor, overhead, and other costs. No travel and meal costs are reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, approved in writing in advance by the City. Any such costs are payable at the CITY reimbursement rate.
- 5.3 CONSULTANT shall submit its invoices in the format and with supporting documentation as may be required by CITY.
- 5.4 CITY shall pay CONSULTANT monthly for services rendered within thirty (30) days from date of approval of each of CONSULTANT'S invoices by the CONTRACT ADMINISTRATOR. The parties shall comply with section 218.70, F.S., et seq., The Prompt Payment Act. If any errors or omissions are discovered in any invoice, CITY will inform CONSULTANT and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, CITY agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.
- 5.5. Payment will be made to CONSULTANT at: Synalovski Romanik Saye, LLC
1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 6.1 CITY shall assist CONSULTANT by placing at CONSULTANT'S disposal all information it has available pertinent to the PROJECT including previous reports and any other data relative to a PROJECT.
- 6.2 CITY shall review the itemized deliverables/documents identified in EXHIBIT "A" of CONSULTANT and respond in writing with any comments within the time set forth on the approved Project Schedule.
- 6.3 CITY shall arrange for access to make all provisions for CONSULTANT to enter upon public and private property as reasonably required for CONSULTANT to perform its services under this Agreement.

ARTICLE 7

MISCELLANEOUS

- 7.1 **OWNERSHIP OF DOCUMENTS:** All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, that result from CONSULTANT's services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the CITY and the CITY shall consequently obtain ownership of them by any statutory law, common law and other reserved rights, including copyright; however, such documents are not intended or represented by CONSULTANT to be suitable for reuse by CITY on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional sub consultants. If CITY alters any such documents, CITY will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.
- 7.2 **TERMINATION:** This Agreement may be terminated by CONSULTANT for cause or by CITY for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, CONSULTANT shall be paid its compensation for services performed to termination date, including all REIMBURSABLES then due to incurred to termination date. All finished or unfinished correspondence, studies, data, analyses, documents, instruments, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT's services under this Agreement shall become and shall remain the property of CITY and shall be delivered by CONSULTANT to CITY.
- 7.3 **EXAMINATION OF RECORDS:** CONSULTANT shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The CITY shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The CONSULTANT will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the CITY.

7.4 **PUBLIC RECORDS**

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a contractor acting on behalf of the CITY pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

- 7.4.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this Agreement;
- 7.4.2 Provide the public with access to such public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 7.4.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 7.4.4 Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

The failure of CONSULTANT to comply with the provisions set forth in this Section shall constitute a breach of this Agreement and CITY shall terminate this Agreement in accordance with the provisions set forth in Section 7.2.

- 7.5 **EQUAL OPPORTUNITY:** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to furnish CITY with a copy of its Affirmative Action Policy, if requested.

- 7.6 **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, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 7.7 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of CITY. Said consent shall be at CITY's reasonable discretion and may not be unreasonably withheld.
- 7.8 **INDEMNIFICATION OF CITY:** The parties agree that one percent (1%) of the total compensation paid to the CONSULTANT for the work of the contract shall constitute specific consideration to the CONSULTANT for the indemnification to be provided under the CONSULTANT. The CONSULTANT shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONSULTANT, any sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the CONSULTANT, any sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any sub-contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

- 7.9 **INSURANCE:** If the Consultant is required to go on to City of Coconut Creek property to perform work or services as a result of contract award, the Consultant shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Throughout the term of this Contract, Successful Consultant and/or any and all sub consultants or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

7.9.1 **Workers'
Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers

Liability with a limit of \$100,000.00 each accident.

7.9.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

7.9.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

7.9.4 Professional Liability / Errors and Omissions Coverage

If the Consultant is to provide professional services under this Agreement, the Consultant must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations regarding indemnification under this contract.

Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

7.9.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek- Purchasing Division
Attn: Sanjeev Bissessar, Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If Consultant is Successful Consultant, then prior to commencement of Contract, Consultant must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

7.9.6 Insurance Company and Agent

All insurance policies herein required of the Successful Consultant shall be written by a company with an A.M. Best rating of A-VII or better that is duly executed by agents, thereof that are duly licensed as agents in said state.

- 7.10 REPRESENTATIVE OF CITY AND CONSULTANT:** It is recognized that questions in the day-to-day conduct of a PROJECT will arise. The CONTRACT ADMINISTRATOR, upon request by CONSULTANT shall designate in writing and shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of PROJECT shall be addressed.

CONSULTANT shall inform CONTRACT ADMINISTRATOR in writing of the representative of CONSULTANT to whom matters involving the conduct of PROJECT shall be addressed. CONSULTANT shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.

- 7.11 ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

- 7.12 ALL PRIOR AGREEMENTS SUPERSEDED:** This document and the RFQ No. 07-16-

14-11 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 hereof shall be predicated upon any prior representations or agreements whether oral or written. 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 document executed with the same formality and of equal dignity herewith.

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

City
Mary C. Blasi, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
Phone: 954-973-6720
Fax: 954-973-6777
Email: mblasi@coconutcreek.net

Consultant
Manuel Synalovski, AIA, Principal
Synalovski Romanik Saye, LLC
1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316
Phone: 954-961-6806
Fax: 954-961-6807
Email: msynalovski@synalovski.com

7.14 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature on this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.

7.15 NON-EXCLUSIVE AGREEMENT: The services to be provided by CONSULTANT pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude CITY from engaging other firms to perform the same or similar services for the benefit of CITY within CITY's sole and reasonable discretion.

7.16 WARRANTIES OF CONSULTANT: CONSULTANT hereby warrants and represents as follows:

- A. At all times during the term of this Agreement, CONSULTANT shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- B. At all times during this Agreement, CONSULTANT shall perform its obligations in a prompt, professional and businesslike manner.

7.17 GOVERNING LAW: This Agreement shall be construed in accordance with the Laws of the State of Florida. Venue for any action shall be in Broward County, Florida.

7.18 CONSULTANT'S STAFF: CONSULTANT will provide the key staff identified in their proposal for PROJECT as long as said key staff are in CONSULTANT'S employment.

CONSULTANT will obtain prior written approval of CONTRACT ADMINISTRATOR to change key staff. CONSULTANT shall provide CONTRACT ADMINISTRATOR with such information necessary to determine the suitability of proposed new key staff. CONTRACT ADMINISTRATOR will be reasonable in evaluating key staff qualifications.

If CONTRACT ADMINISTRATOR desires to request removal of any of CONSULTANT'S staff, CONTRACT ADMINISTRATOR shall first meet with CONSULTANT and provide reasonable justification for said removal.

7.19 PRECEDENCE: In case of any conflict, the provisions of this Agreement, Articles 1 through 7, including Sub-Articles, shall take precedence over any addendum or additional consulting provisions.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Synalovski Romanik Saye, LLC (Name of party with whom Agreement is made), signing by and through its Principal, Manuel Synalovski (President, Owner, CEO, etc.) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace Date
May
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

CONSULTANT

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)



Jim Berkman, Director of Public Works
City of Coconut Creek
4800 Copans Road
Coconut Creek, FL 33063

PROPOSAL	: 1252-140622 (REVISED)	PROPOSED DATE	: 12.01.14
PROJECT	: Windmill Park Improvements	STARTING DATE	: 01.05.15
LOCATION	: Coconut Creek, FL	COMPLETION DATE	: 07.06.15

The undersigned proposes to provide professional services necessary to complete the following work: Architectural, Civil Engineering, Landscape Architecture, Structural Engineering, Mechanical, Electrical and Plumbing Engineering Services as required for the proposed improvements and addition to Windmill Park located at 700 Lyons Rd, Pompano Beach, FL 33063.

Attached please find a copy of the update Scope of Work Definition provided by the City [Attachment A] in preparation of this proposal and Section 2.2 of the RFP [Attachment B].

Basic Services to include Site Evaluation/Schematic Design, Design Development (30% Submittal of Plans), Construction Documents (50% and 100% Submittal of Plans), Bidding Assistance in collaboration with City of Coconut Creek Purchasing Department and Permitting Services as well as Contract Administration Services during Construction. A rendered Site Plan and a Perspective view of the park improvements.

Payments to be made as follows:

ARCHITECTURAL/ENGINEERING DESIGN SERVICES

Description	Fee
Site Evaluation/Schematic Design	\$ 21,600.00
Design Development	\$ 43,200.00
Construction Documents	\$ 86,400.00
Bidding/Permitting	\$ 10,800.00
Construction Administration	\$ 54,000.00
ARCHITECTURAL/ENGINEERING SERVICES SUB-TOTAL	\$ 216,000.00

Survey Update performed by Douglass, Leavy & Associates, Inc.	\$ 16,000.00
Geotechnical Services Allowance (not to exceed)	\$ 4,000.00
Reimbursable Allowance (not to exceed)	\$ 10,000.00
ARCHITECTURAL/ENGINEERING SERVICES TOTAL	\$246,000.00

Payment due upon invoice at monthly intervals.



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

*Reimbursable expenses such as Fire Protection Engineering, LEED consulting services, environmental engineering/analysis, copies, printing, courier, enhanced system(s)/equipment design services, faxes, UPS, interior design services, long distance calls, mileage (outside tri-county area), permit expediting, permit fees, photography, postage, printing, processing fees, testing, threshold/special inspections and traffic studies and any additional services provided by sub-consultant will be billed at 1.15 the cost of the reimbursable or service.

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	\$ 185.00
Project Manager	\$ 150.00
Project Architect	\$ 135.00
Job Captain	\$ 100.00
Graduate Architect	\$ 85.00
Administrative	\$ 65.00

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 Coconut Creek pay the amount stated in said proposal and according to the terms thereof. All collection costs inclusive of attorney's fees shall be the responsibility of the undersigned.

Approved

Date



Windmill Park

Scope Definition Meeting

10.06.14

Attendees:

Linda Wiederspan

Jim Berkman

Brian Rosen

Lizet Aquiar

Merrill Romanik

Director, Parks & Recreation

Director of Public Works

Project Supervisor

Development Review Supervisor

Synalovski Romanik Saye

lwiederspan@coconutcreek.net

jberkman@coconutcreek.net

brosen@coconutcreek.net

laquiar@coconutcreek.net

mromanik@syalovski.com

Scope Definition:

- Budget identified as \$2.4 million.
- Storage building
 1. Items to be stored include sporting equipment, maintenance supplies and lawn maintenance supplies and equipment.
 2. Appropriate area was defined as 200 SF perhaps added to a new restroom facility..
 3. Couple options to consider
 - a. Move administration to second level of existing park building and convert downstairs area for Tennis Pro and- storage, renovate existing restrooms and add and elevator secure closed lift to the existing building.
 - b. Construct new storage/restroom building on East side of park and leave existing park building where it is and renovate the building.
 4. Administrative needs include an office - for park staff only, restrooms and a covered patio area for park guests to seek shelter during in climate weather with area to store Parks & Recreation Utility Vehicle.
 5. Possibility of adding a restroom facility closer to all the areas, or one larger one centrally located in the park.
- Tennis courts – 6 existing courts with lines for pickle ball on two of the 6 courts.
 1. Existing tennis courts are lit, however they want them to be converted to Musco Lighting or approved equal.
 2. Existing tennis courts are Har-Tru surface, courts to be resurfaced with similar or better surface.
 3. Add shade structures on tennis courts and benches.
 4. Existing perimeter fencing and screening at tennis courts to be replaced.
 5. Existing netting and system to be evaluated.
- Racquetball courts – 4 existing courts and one handball court on east side of racquetball courts.
 1. Existing racquetball courts to be resurfaced with similar or better surface.
 2. Existing walls to be repainted.
 3. Existing racquetball courts are lit, however they want them to be converted to Musco

- Lighting or approved equal.
 - 4. Existing fencing to be replaced.
- Beach Volleyball courts – 2 existing courts add two more volleyball courts with netting systems making two Mens and two womens.
 - 1. Existing beach volleyballs courts are lit, however they want them to be converted to Musco Lighting or approved equal.
 - 2. Add shade structure in between the volleyball courts.
 - 3. Hose bibb should be located near the beach volleyball courts.
 - 4. Existing net system to be reevaluated.
- Dog Park
 - 1. Existing Dog Park amenity provided in 2001.
 - 2. Existing Dog Park to be repositioned further East and expand all areas, large, small and agility. New location shall larger than the existing Dog Park.
 - 1. Ability to close each section of the Dog Park for maintenance.
 - 2. Add shade structures.
 - 3. Existing Dog Park art to remain on site, but may be relocated.
 - 4. Add asphalt walkway inside of each dog area. See Pompano and Parkland's dog parks.
 - 5. Combination water fountain and dog bowl to be provided.
 - 6. Dog washing station to be provided.
 - 7. Existing donor pavers to be repositioned if Dog Park is relocated.
 - 8. Designated small dog, large dog and dog agility course equipment area.
 - <http://playgroundshadeandsurfacing.com/everything-else/dog-park/>
 - <http://www.petandplayground.com/dog-agility-equipment/>
 - 9. Yearly Dog Expo is held at the Dog Park, costume contests, doggie socials.
 - 10. Shaded areas to be provided in all areas via landscaping and replacement of existing shelters or add new shade structures.
 - 11. Replacement of existing shelters inside of dog park.
- One additional Basketball Court to be added.
 - 1. Orientation of court to be North-South.
 - 2. Barrier between tennis courts and basketball court, with walkway or landscaping. Noise reduction from basketball site.
 - 3. Perimeter fencing to be provided, no fencing exists today.
- Playground Area
 - 1. Existing ground surface is FiBar, want to replace with a poured in place granular product.
 - 2. Existing play equipment to be evaluated, likely consider replacing since surrounding surface will be replaced and there are more ADA compliant structures available now.
 - 3. Playground should include an area for the toddlers, bigger kids and seniors.
 - <http://www.playlsi.com/Explore-Products/Product-Lines/Park-Fitness-Equipment/Pages/Park-Fitness-Equipment.aspx>
- Open Play Grass Area to be provided, none exists today to maintain Playful City USA Designation.
- Add Pickle Ball as an amenity to the park, if possible, or relocate to two of the tennis courts.

Courts to be lit and fenced.

<http://en.wikipedia.org/wiki/Pickleball>

- Water craft (kayak and paddle board) launch to be considered Pending community approval. Alligators have been observed on site previously.
- Fishing Dock to be considered.
- Solar power recharging stations for phones, tablets, etal. to be sprinkled throughout site.
- Infrastructure for future electric car charging station to be considered.
- Making the connection throughout the park for easy accessibility and exercise courses, including the walkway along the Western edge of the waterway leading to the City Community Center. Utilize water way northside of tennis courts to extend walkways and benches if possible.
- Want to see the sidewalk connections from Community Center to Windmill Park closer to the water or insulated with plantings and outdoor cardio equipment along Lyons Road traffic. Pathway shall be wide enough for City electric vehicle.
- Relocate waterside shelter to the west side of road nearest the walking path from Windmill Park to Community Center. All walking paths should be no less than 4-6feet across to accommodate walkers, wheelchairs and bicyclists.
- The Earl Johns parcel added to the site will remain a passive area to provide the least impact to the neighbors along 45th Avenue to the East. A pedestrian/golf cart entrance to be provided along 45th Avenue. Walk/golf cart in only on 45th Avenue, no parking spots. Want to increase walk paths for residents.
- The Earl Johns parcel added has fruit trees on it, City will want these removed.
- Additional parking to accommodate users inside of the park.
- Entrance along Lyons Park does not currently have a vehicular gate for when park is closed. City open to a gate and bermed landscape areas on either side to prohibit off hour vehicular traffic.
- Currently there is a park ranger on site for evening hours.
- Include infrastructure for surveillance cameras in the park.
- Design must be cognizant of homeowners in area, to add the least amount of impact of noise and lighting especially with the increase of parking spaces nearest the home sites on south side of park.
- Want to incorporate a colorful palette and way finding throughout the park.
- Mitigation area adjacent the overflow grassy parking area cannot be disturbed.
- Existing windmill to remain on site.
- City has a public art program, funding received via impact fees need to maintain large dog near dog park.
- City has standards for benches, trash receptacles and site lighting that we are to use. City to share package with design team.
- City is designated a Playful City USA city. Existing survey was done by Keith and Schnars. Fee should include survey update, topographic, utility and trees/landscape material shall be included on survey.
- Keith and Schnars had prepared a preliminary Master Plan. City to share a copy with the design

team.

- Fees to include geotechnical services for the project.

2.2 Scope

The City of Coconut Creek is seeking a qualified firm to provide design and construction administration services as described herein for the purpose of renovating and expanding an existing park facility. The existing park facility, Windmill Park is located at 700 Lyons Road, Coconut Creek, Florida and is approximately twenty-nine (29) acres in size and includes a large lake, tennis, basketball, and beach volleyball courts, a dog park, covered playground, and small restroom/pavilion building. Additionally, the City purchased an adjacent residential property that is approximately two (2) acres in size which will be incorporated into the existing park.

It is anticipated that the proposed project will include but not be limited to, demolition of an existing house, shed, and small steel storage building, filling of an existing residential pool, site preparation, addition of a new restroom/storage building and an additional basketball court, new concrete pathways, redesign of the existing dog park, renovation of existing court facilities and associated appurtenances, parking lot expansion, additional site lighting, new exercise stations, and other park amenities.

The selected firm shall provide all associated services necessary to bring the project to a successful completion including but not limited to:

- Park design including but not limited to site planning and design; zoning; building programming, plans and elevations; renderings; written specifications; construction cost estimating; and preparation of signed and sealed construction documents.
- All necessary civil, electrical, mechanical, plumbing, structural, and value engineering design and inspection services.
- Landscape architecture including all landscaping and irrigation.
- Permitting services as required by South Florida Water Management District, Broward County Health Department, Broward County Environmental Protection Department, Florida Department of Environmental Protection, the City of Coconut Creek and any other agencies having jurisdiction including but not limited to, completion of permit applications/forms, addressing comments, and updating plans and specifications as necessary.
- Bid Services to include review of bid package, addressing requests for information, and issuing addenda as necessary.
- Attendance at meetings to include but not be limited to, Planning and Zoning Board, Parks and Recreation Board, and City Commission meetings and public participation workshops as necessary.
- Construction administration for the entire duration of the construction phase to include conducting weekly construction meetings including preparation of meeting agendas and minutes; review, response to and/or approval of requests for information, payment requests, and change order requests; make corrections and adjustments to plans and specifications as necessary; provide civil, mechanical, and structural inspections; review of required product/material submittals, and construction schedules and critical paths; prepare final punch list; review of final as-built drawings.

NOTE: *Qualified firms shall have the capacity, either in-house or through the assembly of a qualified team, to provide all the services required herein and shall have prior verifiable experience providing park design and construction administration services as the primary Consultant on a minimum of three (3) park projects.*

