

AGREEMENT FOR CCNA PROFESSIONAL SERVICES

BETWEEN THE CITY OF TAMARAC

AND

CPZ ARCHITECTS, INC.

THIS AGREEMENT is made and entered into this ______day of _______, 2020 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and CPZ ARCHITECTS, INC., a Flordia corporation with principal offices located at 4316 W BROWARD BLVD PLANTATION, FL 33317 (the "Consultant") to provide design services for the Sunset Point and Veterans Park Renovation Project.

WHEREAS, the City intends to contract with a qualified architectural design firm to provide services for the Design of Sunset Point and Veterans Park Renovation Project; and,

WHEREAS, the City requires certain professional services in connection with RFQ # 19-26Q; and,

WHEREAS, the Consultant represents that it is capable and prepared to provide such services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT AND SCHEDULE

The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Consultant receives the City's Notice to Proceed. The Consultant shall work with in conjunction with the City's proposed project schedule until project completion.

2. CONTRACT DOCUMENTS AND SERVICES TO BE PERFORMED BY CONSULTANT

- 2.1 Consultant shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents 19-26Q.
 - 2.1.1 The Contract Documents consist of this Agreement, RFQ Document No. 19-26Q for "Design of Sunset Point and Veterans Park Renovation Project", issued by the City of Tamarac on July 19, 2019 including all conditions therein, (Request for Qualifications, Standard Terms and Conditions, Instructions to Proposer's), all addenda, the Contractor's RFQ response dated August 20, 2019, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. Correspondence Letter Dated December 26, 2019 shall also be incorporated as part of this agreement herein known as Exhibit "A". In the event that there is a conflict between RFQ 19-26Q for "Design of Sunset Point and Veterans Park Renovation Project" as issued by City, Exhibit "A" and the contractor's proposal response; RFQ 19-26Q for "Design of Sunset Point and Veterans Park Renovation Project" as issued by City shall take precedence over the contractor's proposal response. Furthermore, in the



event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

- 2.1.2 Consultant shall perform engineering architectural services as detailed in the STATEMENT OF WORK as approved by City.
- 2.1.3 Additional scope of work may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order or written Change Order. Each Purchase Order or written Change Order shall set forth a specific scope of services, the amount of compensation and the required completion date.
- 2.1.4 Consultant shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or subconsultants, if any, with respect to the work and services described herein.

3. COMPENSATION

The City shall pay Consultant <u>Two Hundred Fifty-Eight Thousand Seven Hundred Five Dollars and Zero Cents</u>, (\$258,705.00), in accordance with the provisions contained in the <u>Correspondence Letter</u>, which is attached hereto as <u>Exhibit "A"</u>, and incorporated herein as if set forth in full.

4. STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

5. INDEMNIFICATION

- Consultant shall, in addition to any other obligation to indemnify the City and to the fullest 5.1 extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- 5.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.3 The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.



- The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 5.5 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement.
- Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

6. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, 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. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all subconsultants, if any, will be made aware of and will comply with this nondiscrimination clause.

7. 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 any 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 Worker's 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 City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had 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.

8. PAYMENTS

- 8.1 The City shall pay in full the Contract Sum to the Consultant upon completion of the work listed in Article 2 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.
- 8.2 Payments shall be processed in accordance with The Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

9. COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

10. INSURANCE

- During the performance of the services under this Agreement, Consultant shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.
 - 10.1.1 Worker's Compensation Insurance: The Consultant shall procure ad maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-consultant that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. A Sixty-(60) day notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.
 - 10.1.2 Comprehensive General Liability: The Consultant shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
 - 10.1.3 Business Automobile Liability: The Consultant shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
 - 10.1.4 Professional Liability (Errors and Omissions) Insurance: \$1,000,000.
- The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- 10.3 The City must be named as an additional insured for General Liability coverage unless Owners and Consultants' Protective Coverage is also provided or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
- 10.4 The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an

Purchasing and Contracts Division

"Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

- In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultants' insurance coverage, arising out of negligent acts, errors or omissions of the sub-consultants.
- 10.6 Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

11. CITY'S RESPONSIBILITIES

The City shall be responsible for providing access to all project sites, and for providing project-specific information.

12. TERMINATION OF AGREEMENT

- **Termination for Convenience**: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.
- **Default by Consultant**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

13. SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose



proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

15. UNCONTROLLABLE FORCES

- 15.1 Neither the 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.
- 15.2 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.

16. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County.

17. MISCELLANEOUS

- Non-waiver: A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 17.2 **Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 17.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.
- Merger; Amendment: This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.
- 17.5 No Construction Against Drafting Party: Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



18. SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

19. CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

20. TRUTH-IN-NEGOTIATION CERTIFICATE

- 20.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-innegotiation certificate certifying that the wage rates and costs used to determine the
 compensation provided for in this Agreement are accurate, complete and current as of the
 date of the Agreement and no higher than those charged the Consultant's most favored
 customer for the same or substantially similar service.
- The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

21. OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all work products, documents, records, disks, original drawings, specifications or other information developed as a result of this Agreement shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City. Except as specifically authorized by the City in writing, information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall be used only in connection with the services provided the City.

22. 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 Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

23. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager



City of Tamarac 7525 NW 88th Avenue Tamarac, Florida 33321-2401

With a copy to **City Attorney** at the following address:

Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd., Suite 200 Fort Lauderdale, FL 33308

CONSULTANT:

Name: CPZ ARCHITECTS, INC.

Address: 4316 W BROWARD BLVD PLANTATION, FL 33317

FIN/EIN:57-1140055

Contract Licensee: AA26000685 Contact: Chris Zimmerman Email: Chris@cpzarchitects.com

Phone: 954-792-8525

- Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.
- 23.4 Consultant shall be reasonably available to the City through telephone access and shall notify the City promptly of any absence or anticipated delay in the performance of services under this Agreement.

24. PUBLIC RECORDS

- The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, CONSULTANT shall:
 - **24.1.1** Keep and maintain public records required by the CITY in order to perform the service.
 - 24.1.2 Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.
 - 24.1.3 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 contract term and following completion of the Agreement and any renewals thereof if CONSULTANT does not transfer the records to the CITY.
 - 24.1.4 Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT, or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public



records to the CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, 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.

During the term of this Agreement and any renewals, CONSULTANT shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

25. PUBLIC RECORDS CUSTODIAN

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

CITY CLERK 7525 NW 88TH AVENUE ROOM 101 TAMARAC, FL 33321 (954) 597-3505 CITYCLERK@TAMARAC.ORG

Remainder of Page Intentionally Blank

City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its President, duly authorized to execute same.

CITY OF TAMARAC

	Michelle J. Gomez, Mayor
	Date
ATTEST:	Michael C. Cernech, City Manager
Jennifer Johnson, CMC City Clerk	Date:
	Approved as to form and legal sufficiency:
Date	
	City Attorney
	Date
ATTEST:	CPZ ARCHITECTS, INC.
X MANIMAN MILL	Company Name
	1 Shim
Signature of Clarborate Secretary	Signature of President
V 7	
KIM ZIMMERMAN	Chris P Zimmerman
Type/Print Name of Corporate Secy.	Type/Print Name of President
1-22-2020	1-22-2020
Date	Date

(CORPORATE SEAL)



CORPORATE ACKNOWLEDGEMENT

STATE OF Honda :ss

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **Chris P Zimmerman**, of **CPZ ARCHITECTS, INC.**, a **Florida** Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 22 day of 1	nuary, 20.20
Notary Public State of Florida Angela Delgado My Commission GG 913259 Expires 09/15/2023	Signature of Notary Public State of Rouda at Large Print, Type or Stamp Name of Notary Public
	Personally, known to me or Produced Identification
	Type of I.D. Produced
	DID take an oath, or

CPZARC1

Client#: 1050588

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

TR 1339	DATE (MM/DD/YYYY) 7 Exhibit 2 10/21/2019
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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).

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PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive	CONTACT NAME: PHONE FAX (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:				
Suite 400	INSURER(S) AFFORDING COVERAGE	NAIC#			
Tampa, FL 33607	INSURER A: Travelers Indemnity Company of CT	25682			
CPZ Architects, Inc. 4316 West Broward Blvd. Plantation, FL 33317	INSURER B : Travelers Indemnity Company	25658			
	INSURER C: Travelers Casualty and Surety Company	19038			
	INSURER D : Argonaut Insurance Company	19801			
	INSURER E:				
	INSURER F:	- 14 t			
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:				

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EX	CLUSIONS AND CONDITIONS OF	SUCH POLICIES.	LIMITS SHOWN MAY HAV	E BEEN REDUCED	BY PAID CLAI	IMS.	
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Α	X COMMERCIAL GENERAL LIABILITY	Х	X	6801H881909	10/16/2019	10/16/2020	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						1 1	MED EXP (Any one person)	\$10,000
			ii i				PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		£ 10				GENERAL AGGREGATE	\$2,000,000
-	PRO- POLICY JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY	Х	Х	6801H881909	10/16/2019	10/16/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY				4.1		PROPERTY DAMAGE (Per accident)	\$
				100 M				\$
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	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$3,000,000
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С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Х	UB7J181936	10/16/2019	10/16/2020	X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				7	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A		3 3 3			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					All To	E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional			121AE015797400	10/16/2019	10/16/2020	\$2,000,000 per Clair	n
	Liability						\$2,000,000 Anni Ag	gr.
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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.

City of Tamarac is an additional insured with respect to General Liability as required by written contract.

CANCELLATION
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
de n Was Du



December 26, 2019

City of Tamarac

Attn.: Mr. Andrew Rozwadowski, Senior Procurement Specialist, CPPB

7525 NW 88th Ave Tamarac, Florida 33321

Re: Veterans and Sunset Park Renovations

Dear Mr. Rozwadowski:

As requested, we are pleased to offer the following fee proposal to provide Architectural/Engineering Design Services for the above referenced project.

SCOPE

The proposed project sites are; Veterans' Park, 7825 Southgate Blvd. Tamarac, FL 33321 and Sunset Point Park, 11000 W. McNab Rd. Tamarac, FL 33321 (see conceptual site plans attached herein as Exhibits 1 & 2). The project will include the demolition and replacement of each existing restroom building and an expansion of the parking lot at Sunset Point Park and reconfiguration of the Veterans Park parking lot. The new facilities will be larger than the existing. The general scope of the project includes the following components:

- 1. The design of Sunset Point/Veterans Park Renovation Project Restroom Replacements in Tamarac.
- 2. All design including; structural, electrical, mechanical, plumbing, communications, security systems, civil infrastructure and appurtenances necessary for a complete project. Including permitting with all applicable permitting agencies.
- 3. Work shall be completed in accordance with the latest editions of all codes, including but not limited to, Florida Building Code, City of Tamarac Land Development Code, City of Tamarac Code of Ordinances, South Florida Water Management and Broward County Code of Ordinances.
- 4. Sanitary sewer, potable water, power and stormwater drainage infrastructure is currently available within and adjacent to the existing project site; however, this infrastructure must be extended, rerouted and/or relocated to provide necessary services to the proposed park and associated facilities.
- 5. The existing restrooms will be demolished, temporary facilities provided and new larger one-story CBS buildings with metal roofs constructed. Existing devices such as cameras and Lightning warning systems shall be removed and reinstalled on the new buildings.
- 6. Each restroom shall be approximately 720 Sq. Ft. and include a minimum of:
 - a. Woman's Room 1 ADA stall and 2 toilet stalls, 2 sinks and 1 folding changing table.
 - b. Men's Room 1 ADA stall and 2 urinal stalls, 2 sinks and 1 folding changing table.
 - c. One storage room and one IT Data Closet.
- 7. Only one restroom building will be designed for both sites.

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- 8. Renovation of the Veterans' Memorial Wall.
- 9. Addition of 2 EV charging Stations.
- 10. The Parking lot expansions shall include a new asphalt parking lot, drainage, lighting, striping and security systems infrastructure, in accordance with the conceptual site plan attached herein as Exhibits 1 & 2.
- 11. The City will provide current surveys for both sites.
- 12. During design, plans shall be submitted to the City for review at 30%, 60%, 90% and final plan production phases. Consultant shall meet with City staff to review and discuss 30%, 60% and 90% review comments.
- 13. Proposal shall provide for construction administration services on a limited basis to assist the City during construction. These services shall include shop drawing review, response to RFI's during bidding and construction, attending a pre-construction meeting, minimal site inspections during construction (typically two to three per site), and a final inspection upon completion.
 - a. We have estimated an 8-month construction time frame. We have included 16 site meetings. Both sites will be visited on the same day, one after the other. A single report will be issued after every meeting with photographs of the existing conditions at that time. We have allowed 8 hours for each meeting to cover the meeting and then the follow up after with minutes.
 - b. All pay requests will be reviewed at the site meeting.
 - c. We have allowed one additional meeting as final inspection and punch list meeting.
- 14. Proposal shall include the preparation of construction documents, including but not limited to, complete contract/permit drawings.
- 15. Proposal shall include preparation of construction cost opinions at 60%, and 90% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.
- 16. Consultant shall work in conjunction with the City's Purchasing Division in preparing the construction drawing for bidding this project through the City's competitive bidding process.
- 17. Consultant shall attend a mandatory pre-bid conference with interested potential bidders and City staff. Consultant shall provide a written response to RFI's generated during the pre-bid conference.
- 18. The City will handle the administration of the bidding process.
- 19. We will provide documents for permitting. However, the City or Contractor will file for permits and administer the building department permit process.
- 20. The project limits are only the area of the parking lot and restroom building. The project does not include the evaluation, design or improvements to the entire property.
- 21. Low voltage in accordance with the City provided IT Document. Equipment selection will be by the City an provided to the Consultant to include as an add alternate to the bid package.
- 22. The DRC process and site evaluation will be limited to only the area of the proposed improvements and will not include the evaluation of the entire park.

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- *23*. Both restroom building will be the exact same building. Shop drawings will be limited to one review.
- *24*. All specifications will be shown on the drawings. Separate written specifications (CSI Format) are not included. The City will handle the frontend documentation. Consultant will provide information for the bid form.

Project Schedule:

We are estimating the project design schedule to be as follows. During the Design Development Phase, our office will coordinate with all the review and permitting agencies to determine time required for reviews and approvals. Based on this information the schedule and time frames maybe adjusted to reflect those review periods.

Design Development 8 weeks Construction Drawings 16 weeks

Permitting & Bidding 4 Months (Estimated) Construction Administration 8 months (Estimated)

COMPENSATION

Compensation for architectural and engineering services shall be on a stipulated basis.

SUNSET PARK FEE PROPO	OSAL						
Phase	CPZ	Delta G	MUEng			CMS	Sub-Total
Design	Architect	MEP Eng	Structural			Cost Est	
BASIC DESIGN							
Schematic Design	Not Used						\$ -
Design Development	\$ 24,000.00	\$ 3,300.00	\$ 4,017.50				\$ 31,317.50
Construction Documents	\$ 35,000.00	\$ 21,950.00	\$ 4,017.50				\$ 60,967.50
Permitting	\$ 6,500.00	\$ 1,900.00	\$ 1,400.00				\$ 9,800.00
Bidding	\$ 3,500.00	\$ 1,900.00	\$ 1,400.00				\$ 6,800.00
Construction Administration	\$ 8,500.00	\$ 6,800.00	\$ 5,220.00				\$ 20,520.00
Construction Site Mtgs(9 x \$1200)	\$ 10,800.00						\$ 10,800.00
Sub-Total	\$ 88,300.00	\$ 35,850.00	\$ 16,055.00	\$ -	\$ -	s -	\$ 140,205.00
ADD SERVICES	SD	DD	CD	Permit	Bid	CA	
Civil Engineering - CHEN		\$ 22,250.00	\$ 25,000.00	\$ 17,250.00	\$ 2,200.00	\$ 20,500.00	\$ 87,200.00
Site Planing - CHEN		\$ 8,200.00					\$ 8,200.00
Landscape Architecture - CHEN		\$ 5,500.00	\$ 6,340.00	\$ 1,500.00	\$ 1,250.00	\$ 3,510.00	\$ 18,100.00
							\$ -
Survey	BY OWNER						\$ -
Asbestos Survey	BY OWNER						\$ -
Geotechnical	BY OWNER						\$ -
Special Inspection - 10 at \$250/ea.			\$ 2,500.00				\$ 2,500.00
Sub-Total							\$ 116,000.00
	\$ 88,300.00	\$ 71,800.00	\$ 49,895.00	\$ 18,750.00	\$ 3,450.00	\$ 24,010.00	\$ 256,205.00
							\$ 2,500.00
						TOTAL	\$ 258,705.00



- 1. Reimbursable Expenses
 - 1. Reproductions and Prints
 - 2. Fees paid to municipalities
- 2. Additional Services not included in the estimate above:
 - 1. Permitting and additional information required by governing authorities not outlined above.
 - 2. Environmental Services
 - 3. Attendance at Community Meetings and Public Hearings.
- 3. Compensation for additional architectural/engineering Services not included in Paragraphs I, II, III, IV, V and VI shall be computed on a per hour basis as follows:

1.	Project Principal	\$200
2.	Senior Project Manager	\$165
3.	Project Manager	\$150
4.	Architectural Associate	\$110
5.	Administrative Support	\$ 75

6. Consultants (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Architect

EXCLUSIONS

The following items are excluded from this proposal:

- 1. Fire Alarm and Fire Sprinkler Design
- 2. Solar Lighting
- 3. Full DRC/Site Plan Approval process.
- 4. Architectural review committee approval process.
- 5. Presentation to the City Commission and Community Organizations.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,

CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA

President