

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
BERMELLO AJAMIL & PARTNERS
FOR
ARCHITECTURAL AND ENGINEERING SERVICES AND RELATED DISCIPLINES
FOR THE DOWNTOWN DORAL CULTURAL CENTER**

THIS AGREEMENT is made between **BERMELLO AJAMIL & PARTNERS**, an active, for-profit Florida Corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, on January 30, 2019, Request for Qualifications (“RFQ”) # 2019-09 “Architectural and Engineering Services and Related Disciplines for the Downtown Doral Cultural Center” was advertised; and

WHEREAS, on February 28, 2019 the evaluation committee ranked proposals received and deemed the Consultant as the top ranked respondent; and

WHEREAS, on March 13, 2019, the City Council approved Resolution No. 19-59 authorizing the City Manager to negotiate and enter into an agreement with the Consultant; and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for the architectural and engineering services and related disciplines for the Downtown Doral Cultural Center; and

WHEREAS, the City desires to engage the Consultant, and the Consultant desires to be engaged to perform the services specified below on the terms herein.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Consultant and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The City grants to the Consultant the rights delineated in this Agreement and the Scope of Services to provide architectural and engineering services and related disciplines for the Downtown Doral Cultural Center and shall cause such services to be performed by appropriately licensed professionals.

- 1.2 The Consultant shall furnish professional services to the City as set forth in the Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders and Scope of Services in **Exhibit "A"**, which is attached to this Agreement and incorporated herein and made part hereof by this reference (collectively the "Services").
- 1.3 Consultant may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.
- 1.4 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.5 Consultant shall utilize the current CSI Master Format Specifications.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables stated in Exhibit A have been completed by the Consultant and accepted by the City or unless earlier terminated in accordance with Section 8 of this agreement.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Consultant a not to exceed amount of **FOUR HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED TEN DOLLARS AND NO CENTS (\$492,810.00) for Phase I services** regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services and **ONE HUNDRED FOURTY TWO THOUSAND FOUR HUNDRED FIFTY EIGHT DOLLARS AND NO CENTS (\$142,458.00) for Phase II services**. All labor charges for Phase II shall be in accordance with the T&M rates included in the Scope of Services. Invoiced hours shall be subject to City review and approval before payable for a total not to exceed amount of **SIX HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED SIXTY EIGHT DOLLARS AND NO CENTS (\$635,268.00)**. Invoiced hours shall be subject to City review and approval before payable. The parties estimate that performance of this Contract will not exceed the Not to Exceed amounts. The services under Phase II are not guaranteed to the

Consultant and require written approval from the City prior to any work being performed. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the not to exceed amount including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City has included a 10% contingency in this agreement in the amount of **SIXTY-THREE THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS AND EIGHTY CENTS (\$63,526.80)** should the City request additional scope of work to be completed. Use of contingency funds must be approved by the City Manager or his/her designee prior to funds being released.
- 3.3 If the cost of the project as bid or negotiated exceeds the City's budget by ten 10% percent Consultant will revise the Construction Documents at no additional cost. Otherwise, the Consultant shall be entitled to compensation as an additional service for revisions to the Construction Documents.
- 3.4 Consultant will be liable to the City for additional costs incurred by the City that are a direct result conflicts, errors or omissions in the Construction Documents.
- 3.5 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.6 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice.
- 3.7 If Consultant or any of its subconsultants dispute any determination with respect to a payment application, Consultant and its subconsultants will nevertheless expeditiously continue to prosecute the Services, provided that undisputed amounts are timely paid. The City will not be deemed to be in default or breach of contract for withholding of any payment under Section 3.6 in good faith.
- 3.8 The City shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the

Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as an additional service under this Agreement.

4. **Sub-Consultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Service.
- 4.2 Any changes to the subconsultants identified in Consultant's proposal that Consultant desires to use on the Service must have the prior written approval of the City Manager or his designee. The City will be a third-party beneficiary of contracts entered into between Consultant and subconsultants. Third party contracts will contain a provision making the City a third-party beneficiary and will require the same professional error and omissions insurance and commercial general insurance required of Consultant.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available data pertinent to the services to be provided by Consultant, in possession of the City. Consultant shall be entitled to rely on the completeness and accuracy of the information furnished to it.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).
- 5.3 The City shall approve each phase delineated in Exhibit A prior to Consultant beginning work on the next phase. Approval shall be in writing and provided to Consultant.

6. **Consultant 's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement, it is determined that the Consultant 's deliverables are incorrect, defective or fail to conform to the Services, upon written notification from the City Manager, the Consultant shall at Consultant s sole expense, immediately correct the work. The City in no way assumes

or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

- 6.2 The Consultant and the subconsultants will comply with the time schedule in the Scope of Services provided by Consultant for producing documents. The schedule initially shall include anticipated dates for each phase of the services including but not limited to procurement, commencement of construction and for substantial completion. Should the progress of the Consultant and the subconsultants Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Consultant and the subconsultants Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement. Excusable Delay shall be limited to acts of neglect by the City or City's agents, contractors subcontractors or consultants when acting at City's direction, breaches of this Agreement by the City, Acts of God such as fire, flood, earthquake, or epidemic
- 6.3 Consultant shall budget for the cost of the work, including FF&E, the proposed procurement and delivery method and other initial information, each in terms of the other, to ascertain the requirements of the Project. Consultant shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 6.4 Consultant will review lien waivers of contractor, subcontractors and suppliers with each pay application.
- 6.5 Consultant will cooperate with the City's General Contractor in value engineering changes to the project. However, Consultant shall be entitled to compensation as an additional service for such value engineering services.
- 6.6 Consultant is responsible for ensuring that the design as it is assembled and integrated in the contract documents complies with fire, safety, and all other applicable building codes.
- 6.7 Consultant shall not begin work on any of the subsequent phases of the services to be performed until the consultant receives written approval for the phase of work already performed.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter. This section does not prevent Consultant from working in the City, however, to avoid any appearance of a conflict, Consultant shall advise the City of other projects Consultant works on in the City.

8. **Termination.**

8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Consultant without cause. Cause shall include but not be limited to a failure on the part of Consultant to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop providing the Service.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to and through the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement subject to the limitation in 33.1 below.

8.5 Consultant may terminate this Agreement upon ten (10) days written notice to the City should City be in material breach of this Agreement.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "B"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.
- 9.3 To the fullest extent permitted by law, Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the City as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's insurance policies.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs

incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
 City Attorney
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

For The Consultant : Scott A. Bakos
 900 SE 3rd Ave
 Ft. Lauderdale FL 33316

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing and the Services contain the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City upon full and final payment of all monies owed to Consultant.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, Consultant shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Consultant may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Consultant .**

20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Consultant , and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and
- (d) Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

- 21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 21.2 The Consultant shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Consultant .

22. **Non-collusion.**

- 22.1 Consultant certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

- 23.1 Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Consultant further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement

price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 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(s), 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.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Consultant and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City’s review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a

waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Consultant's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

33. Ownership of Results/Work for Hire.

- 33.1 Any interest (including, without limitation, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including without limitation, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of the City upon full and final payment of all monies owed to Consultant. . Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions of the information contained in them which is incidental to the overall design of any Project.

34. Fla. Stat. 538.0035

- 34.1 PURSUANT TO FLORIDA STATUTES CHAPTER 538.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: Aug. 21, 2019

**Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:**



Luis Figueredo, Esq.
City Attorney

Bermello Ajamil & Partners

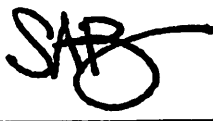

By: Scott A. Bakos
Its: Partner, PM
Date: 08.21.2019.

Exhibit "A"

Bermello Ajamil & Partners Proposal

**Downtown Doral Triangle Parcel
City of Doral**

(Updated 05.22.2019, 08.12.2019 & 08.20.2019)

PART I PROJECT DESCRIPTION:

The project is the further development of the preliminary concept design already completed by B&A and includes 100% construction drawings and construction management services for a 9,200 square foot cultural arts center and surrounding park space for the 1.44-acre triangle-shaped parcel located between Downtown Doral Park and the intersection of NW 53rd Street and NW 53rd Terrace. The building program was developed in the first phase of this project and will serve as a basis for this contract work. The design of the exterior spaces of the triangle parcel shall provide an aesthetically pleasing and physical connection to the existing Downtown Doral Park and shall include sidewalks, furniture, lighting, landscaping, irrigation and suggested locations for public art. The City of Doral is the owner of the property.

The consulting services, scope, and fees described below encompass improvements to the area illustrated in Figure 1 below.

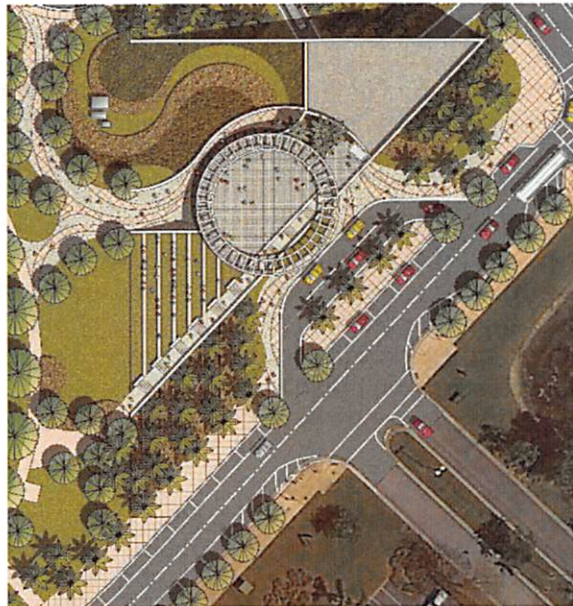


Figure 1

The landscape plan indicated in the above plan is for graphic purposes only.

The anticipated construction budget for the project is approximately \$7,000,000.00. The budget is the basis for this scope of services and fees. The project is not intended to pursue or achieve LEED certification; however, it is the Client's intention to have a Consultant pursue silver certification under the Florida Green Building Coalition Green Commercial Building program. Attached to this proposal is the scope of services "Exhibit C" from the RFQ that shall be part of this proposal.

PART II SCOPE OF WORK

TASK 1.0 – KICK OFF BEYOND CONCEPT DESIGN / DATA COLLECTION [PHASE 1]

- 1.1. **Kick-Off Meeting** – B&A shall attend one (1) meeting with the Client to confirm the vision for the project and the conceptual program developed in Phase 1. The purpose of the meeting shall be to further define the image and design vocabulary for the project that shall be used by the Client and the design team to measure the appropriateness of future design decisions. The meeting shall also be used to agree on the project schedule, timing and content of meetings, record-keeping standards, and communications with the Client, distribution procedures, meeting dates, public notification, and preliminary and final submissions. B&A shall not be responsible for scheduling and reserving a meeting space for this meeting. B&A shall prepare and distribute meeting minutes summarizing items discussed and direction is given.
- 1.2. **Base Plan development** – B&A shall utilize the data collected from the Survey outlined in this scope to prepare the appropriate base plans for the development of the construction drawings. If the City determines not to allow B&A to provide the base survey, the City shall provide an updated survey in AutoCAD format. Rework or redesign due to changed or inaccurate base/survey information provided by the City shall be provided as an additional service for an agreed-to fee. The City shall be responsible for providing signed and sealed survey's that may be required by any agency having jurisdiction (FDOT, City of Doral Building Department, etc).
- 1.3. **Data Collection** – B&A shall visit the site one time to: gather data on existing conditions that may be placed on the base plan, note condition of existing plant materials and note the conditions in the existing park to the west that may have an impact on the detailed design of the project.
- 1.4. **Development Regulations** – B&A shall review appropriate County and City of Doral Land Development Regulations (LDR's) and provide one (1) consolidated list of development limitations that impact the program and layout of the project design. B&A shall meet with the Client one (1) time to discuss development regulations and requirements. The purpose of this meeting is to discuss any positive or negative impact's the agency/jurisdiction requirements may have on the established project theme and program. The meeting shall result in a shared vision of and direction on how to proceed: either to accept the Agency requirements or to seek a variance. B&A shall prepare and distribute meeting minutes.
- 1.5. **Site Plan approval process** – B&A will prepare a site plan to the city's planning and zoning department. Part of the submittal will include a traffic memorandum showing am and pm peak hour trip generation and distribution. All truck vehicular routes will include auto-turn to demonstrate adequate space required as well as sight distance/obstruction studies at all parallel on-street parking and ingress/egress points. The traffic study will include evaluating the existing T-intersection of NW 53rd Street / NW 53rd Terrace to determine if it warrants all-way stop control. This analysis will be undertaken following the procedures documented in the current Manual on Uniform Traffic Control Devices (MUTCD). See the scope of services "Exhibit C" that will be included in the scope of work.

Deliverables for Task 1.0 - Kick-Off beyond Concept Design / Data Collection – As a result of the above tasks, B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of a consolidated list of regulatory requirements
- One (1) 8 ½" X 11" black and white PDF of meeting minutes (two (2) meetings)
- One (1) 24" x 36" PDF file of the base plan.

TASK 2.0 – SCHEMATIC DESIGN / DESIGN DEVELOPMENT [PHASE 1] 75 calendar days

- 2.1. Schematic Design** – Based on the direction given and themes discussed at the design intent meeting, onsite observations and LDR requirements, B&A shall develop Schematic Design Documents for the Clients approval. The Schematic Design Documents shall consist of drawings that depict the size and shape of hardscape finishes, conceptual grading and drainage, conceptual utility plan (water and sewer), conceptual stormwater design/analysis for the entire site, plant massings, location of site furniture and preliminary building plans and may include some combination of study models perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. See the scope of services "Exhibit C" that will be included in the schematic design development drawings.
- 2.2.**
- 2.3. Schematic Design Review Meeting** – B&A shall attend up to (3) meetings to review the Schematic Design Documents. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the landscape architectural, engineering and architectural documents during the next phase of work. Major changes that represent a significant departure from the original development program established at the Kick-Off meeting in Task 1.1 shall be provided as an additional service charged on an hourly basis. Once a major change has been incorporated into the program, the new plan including that change becomes the basis for the design. B&A shall prepare and distribute meeting minutes.
- 2.4. The opinion of Probable Cost** – B&A shall prepare an Opinion of Probable Construction Cost of the Schematic Design Documents.
- 2.5. Updated Project Development Schedule** – B&A shall update the Project Development Schedule and provide a new schedule to the Client for review and comment.
- 2.6. Design Development** – Based on the approved Schematic Design option from Task 2, B&A shall prepare design development documents for the Client's approval. The design development documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layout of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, preliminary site grading and conceptual stormwater design/analysis, preliminary stormwater calculations, preliminary demolition work of existing utilities and other infrastructure and preliminary utility plan for the building and source for irrigation (water and sewer). See the scope of services "Exhibit C" that will be included in the design development drawings.
- 2.7. Design Development Review Meeting** – If requested by the Client, B&A shall attend up to (3) meetings to review the Design Development Documents. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents

during the next phase of work. Major changes that represent a significant departure from the approved schematic design plans in Task 2.0 shall be provided as an additional service. B&A shall prepare and distribute meeting minutes. If requested by the Client, B&A shall attend one (1) Site Plan Pre-Application meeting with City staff.

- 2.8. **The opinion of Probable Cost** – B&A shall prepare an updated Opinion of Probable Construction Cost of the Design Development Plan Documents.
- 2.9. **Updated Project Development Schedule** – B&A shall update the Project Development Schedule and provide a new schedule to the Client for review and comment.

Deliverables for Task 2.0 - Schematic Design / Design Development – As a result of the above tasks, B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of Updated Project Development Schedule
- One (1) 8 ½" X 11" black and white PDF of Opinion of Probable Construction Cost
- Three (3) 24" X 36" hard copies of color Schematic Design Plans
- Two (2) 11" X 17" hard copies of color Schematic Design Plans
- One (1) 8 ½" X 11" black and white PDF of Schematic Design Review meeting minutes
- One (1) 24" X 36" PDF file of Design Development Drawings
- Three (3) 24" X 36" hard copies of Design Development Plans
- Two (2) 11" X 17" hard copies of Design Development Plans
- One (1) 8 ½" X 11" black and white PDF of Updated Opinion of Probable Construction Cost
- One (1) 8 ½" X 11" black and white PDF of Design Development Review meeting minutes
- One (1) 8 ½" X 11" black and white PDF of Updated Project Development Schedule
- CAD files to the city (upon request)

TASK 3.0 – CONSTRUCTION DOCUMENTS [PHASE 1] 75 calendar days

- 3.1. **50% Construction Documents** – Based on the approved Design Development drawings by the Client, direction provided at the associated review meeting and site plan approval process, B&A shall proceed expeditiously to develop the construction documents (CD's) to approximately 50% completion including architectural, structural, electrical, plumbing, civil, and landscape plans. See the scope of services "Exhibit C" that will be included in the 50% CD drawings.
- 3.2. **50% Design Review Meeting** – If requested by the City, B&A shall attend two (2) meetings to review the 50% CDs. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved Design Development drawings in Task 3.0, shall be provided as an additional service. B&A shall prepare and distribute meeting minutes.
- 3.3. **90% Construction Documents** – Based on comments received and direction given on the 50% CD's, B&A shall further develop the project design elements to the 90% completion level. The resulting plans shall be suitable for submission to permitting agencies. See the scope of services "Exhibit C" that will be included in the 90% CD drawings.

- 3.4. 90% Technical Specifications** – B&A shall prepare and provide to the Client draft technical specification sections associated with the project work for Client review and comment. Client shall provide one (1) consolidated list of comments to be incorporated into the 100% Technical Specifications.
- 3.5. 90% Design Review Meeting** – If requested by the City, B&A shall attend up to two (2) meetings to review the 90% CDs. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 50% CD's shall be provided as an additional service. B&A shall prepare and distribute meeting minutes.
- 3.6. 100% Construction Documents** – Based on comments received and direction given on the 90% CD's and the City's reviewers, B&A shall finalize the project design elements to the 100% completion level and a permit ready set of plans. B&A shall prepare an Opinion of Probable Construction Cost of the 100% plan documents. See the scope of services "Exhibit C" that will be included in the 100% CD drawings.
- 3.7.**
- 3.8. The opinion of Probable Cost** - B&A shall prepare an Opinion of Probable Construction Cost of the 100% Construction Documents.
- 3.9. 100% Technical Specifications** – Based on comments received from the Client, B&A shall finalize technical specification sections associated with the project work. Scope includes preparation of technical specifications, which shall be technical in nature, not including Division 100 or other contractual terms and conditions that conflict with the Client's standard construction contracts.

Deliverables for Task 3.0 - Construction Documents – As a result of the above tasks, B&A shall deliver the following:

- One (1) 24" X 36" PDF file of 50% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 50% Construction Drawings
- One (1) 24" X 36" PDF file of 90% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 90% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF set of 90% Technical Specifications
- One (1) 24" X 36" PDF of 100% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 100% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF copy of Updated Opinion of Probable Construction Cost of 100% plans
- One (1) 8 ½" X 11" black and white PDF of review meeting minutes at 50%, and 90% review and permit review meetings
- CAD files to the city (upon request)

TASK 4.0 – PERMIT REVIEW [PHASE 1] 75 calendar days (subject to agency permit process)

4.1. Permit Review – B&A shall make submittals for the required permit reviews outside the City of Doral. These shall include but not be limited to:

- ERP Storm Water Permit by SFWMD
- Water and Sewer Agreement by WASD
- Water Permit - Miami Dade County Health Department
- Sewer Permit – Miami Dade County
- Sewer Allocation – Miami Dade County
- Miami Dade County Public Works

After completion of the permit review process from outside agencies, the design team shall coordinate with the Client for a meeting with City reviewers for all disciplines. B&A shall lead the discussions in this meeting and record any comments or concerns from City reviewers and the design team shall promptly address any issues in order to obtain plans approvals to enable the selected contractor to submit for and pull the permits following the execution of the contract for construction. Note that the duration for all applicable permitting processes for this project is subject to each reviewing agency and not controlled by BA and its design team.

4.2. Resubmittals – B&A shall provide written responses to comments from outside agencies and provide signed and sealed drawings of changes associated with resolving comments.

Deliverables for Task 4.0 - Permit Review – As a result of the above tasks, B&A shall deliver the following:

- One (1) 24" X 36" black and white PDF file of all revised construction documents
- Three (3) 24" X 36" black and white signed and sealed sets of all revised drawings
- One (1) 8 ½" X 11" black and white PDF copy of written responses to building department comments on all drawings.
- One (1) 8 ½" X 11" black and white PDF copy of written responses to agencies reviewing the plans

TASK 5.0 – BIDDING AND AWARD SERVICES [PHASE 1]

Note that Task 5.0 is part of the 75 calendar days for Task 4.0 and is subject to the City's bid process

5.1. Bidding Requests for Information (RFI's) – B&A shall prepare responses to questions from prospective bidders related to design issues and provide clarifications and interpretations of the bidding documents to the Client.

5.2. Pre Bid Meeting for Proposers – B&A shall attend one (1) pre-bid conference organized by the Client. B&A shall not be responsible for advertising or arranging for the location of the pre-bid meeting.

Deliverables for Task 5.0 - Bidding and Award Services – As a result of the above tasks, B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of all responses to Contractor's questions

LOW VOLTAGE / IT (PHASE 1 - PART OF TASK 2.0 AND 3.0 ABOVE)

The scope of services included in regarding low voltage, IT / Data will include:

- **Structured Cabling System**
 - Audio Visual
 - Security
 - Surveillance Cameras
 - Access Control

- **Technology Systems**
 - Structured Cabling System (SCS)
 - SCS will consist of the following, and the associated terminations:
 - Voice
 - Data
 - Wireless Access Points

The scope shall include a passive Voice/Data (telephone) infrastructure which shall be included in the design and specifications of the horizontal cabling and connection system:

- Wall outlet configurations, as each space requires.
 - Data equipment room rack-mounted patch panels and cross-connects to support owner specified active equipment.
 - Coordinate equipment rack space to accommodate owner-specified active equipment; Building backbone and riser (fiber and/or copper) cabling.
 - Coordination of data entrance equipment and locations with the local data service provider.
 - Fiber optic and copper cabling to support voice and a variety of data systems for the project.
 - Determine/verify the materials and cabling density, along with Owner specific active considerations.
 - The consultant shall design cable pathways including conduit, j-hooks, cable tray, and sized sleeves through fire-rated walls.
 - The scope shall determine the coverage area for each communications room, and clearly note these areas on the drawings.
-
- **Communications Network Design**
 - Network Layer 1 (physical) data switch configuration based on the number of data outlets in Telecommunications Room zones. The consultant will provide adequate space for the Owner provided Data Switches within the Racks/Cabinets.
 - The data switch layout shall also include the placement of patch panels, ventilation spacing, and cable management on the equipment rack.
 - Horizontal and backbone cabling, and cross-connect layout for the digital and/or analog voice system.
 - Show/layout space for the owner provided IP signaling server.

- Size and specify the uninterruptible power source (UPS) for each rack or communication room.
- **Community Access Television (CATV) System**
 - Building backbone and riser (coaxial hardline) cabling.
 - Design and specification of the horizontal coaxial cabling and connection system.
 - Wall outlet configurations, as each space requires.
 - Create loss calculations and loss budgets from the service entrance to each outlet.
 - Placement of taps, splitters amplifiers, modulators, processors, and/or equalizers.
 - Coordinate equipment rack space to accommodate owner specified and service provider active equipment.
 - Design considerations for Internet Protocol Television (IPTV) and coordination with the structured cabling plan for distribution.
- **Audio Visual System**
 - Provide an audio/visual system including infrastructure (cabling), speakers, amplifiers, audio and visual input devices, and digital audio and video processing and distribution to the system infrastructure for general background music, House Paging, Ride Paging, and Ride Safety Audio. The Audio/Visual system shall include the following:
 - Digital audio and visual head-end system capable of room combining, audio signal processing, audio, and visual matrix switching, and individual room control of multiple audio and visual signals.
 - Balanced audio and visual device inputs.
 - Amplifiers providing zoned audio and visual signals to each designated room.
 - A control system capable of controlling the entire A/V system from a remote location.
 - Video and teleconferencing systems allowing distance learning.
 - Cabling distribution for projectors, monitors, projection screens, and interface devices, as well as integration with audio input and output devices, will be included in the audio/visual design. The consultant recommends the use of Monitors over Projectors for longevity and quality.
 - Digital signage design/specification for wayfinding and conference room scheduling. If applicable.
 - The audio/visual system shall include a zoned overhead paging and background music capabilities for common and back-of-house areas. This is not part of the fee and is an optional service if needed.

- **Surveillance Cameras / Closed Circuit Television (CCTV)**
 - This system shall include the specification of a system transmitting live video over coaxial or unshielded twisted pair (UTP) cabling, per the Owner's discretion
 - The UTP infrastructure may be either video over twisted pair, or internet protocol (IP) video, per the Owner's discretion.
 - A camera system identifying camera types, lenses, locations, and aiming, as well as power supply locations.
 - Consideration shall be made for Power over Ethernet (PoE) enabled switches for IP cameras.
 - If required a Security Room layout including consoles, monitors and camera controls will be designed with the Owner/Architects involvement. Only if the existing Security room does not have the capacity.
 - A rack-mounted matrix switching and control system, if applicable.
 - Digital video recorders (DVR) sized according to the Owner's recording and storage specifications.
 - The DVR design also includes macros and software add-ons as requested by the Owner. Networking for the DVRs, either through the Owner's data network or through a dedicated network, shall be designed for IP-based systems.

- **Access Control System**
 - Controlled proximity card access to owner specified doors.
 - An access control head-end layout including door controllers and power supplies.
 - User identification through proximity card, keypad, and/or biometric verification. The consultant Engineers can help determine the best cost-effective solution.

FGBC CERTIFICATION (SILVER)

The Consultant shall pursue Silver certification of the project under the State's, Florida Green Building Coalition for Commercial properties. The Consultant shall serve as the conduit and 'Point of Contact' for coordinating, organizing and assisting in the implementation of FGBC criteria. The Consultant shall also perform the following tasks:

Organize and facilitate FGBC charrettes in collaboration with the Client. This work shall include:
Facilitate the charrettes in concert with contractor, design team and Client
Develop agendas in concert with contractor, design team and Client
Recommend participants
Moderate each meeting
Develop and route minute's
Track assignments
Capture ideas, notes, drawings, plans, etc. - distribute when necessary

Track and report status and activity of FGBC credits with regards to inclusion in plans and implementation on site.

Develop a comprehensive FGBC Plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required and the responsible parties. Provide project specification language pertaining to FGBC design and construction requirements and develop an FGBC certification schedule. Provide consultation to the project's major systems design teams regarding compliance with FGBC credit points.

Online registration with the Florida Green Building Coalition.

Development, coordination, and tracking of FGBC action items with the design teams throughout all Phases using the FGBC Plan. Conduct materials, product, and systems research for FGBC credit compliance and assist responsible parties in FGBC calculations and online documentation for Site, Water, Energy, Material, and Indoor Environmental Quality Credits. FGBC credit interpretation reviews. Assist in the development and /or review of FGBC specific language for materials and equipment, submittal procedures, Construction Waste Management Planning, and Construction Indoor Air Quality Management until project completion. Train contractor and subcontractors on FGBC requirements and FGBC record keeping.

Facilitate, moderate and coordinate FGBC and related meetings as necessary throughout the construction phase. Responsible for coordination of the assembly of the FGBC online application documentation submission. Provide a point of contact between project and FGBC on credit interpretation. Coordinate the appeal of denied credits if required.

Building Commissioning (minimum requirements +4 points)

Fundamental commissioning services include those described in FGBC- High Rise Residential Energy Prerequisite 1 – Commissioning of Building Energy Systems and follow the outline and recommendations of ASHRAE Guidelines 0 and 1. The Consultant shall:

Attend an initial meeting with the Client and design team to discuss the requirements and implications of the commissioning process.

Review and assist in developing, the Client's project requirements (OPR) and the design team's Basis of Design documents for clarity and completeness.

Develop commissioning requirements for incorporation into the Construction and Bid Documents. Develop and implement a commissioning plan.

Develop and distribute the pre functional tests (PFTs) and functional performance tests (FPT's) for execution by the appropriate subcontractors. Verify the installation and performance of systems being commissioned by sampling.

Perform four site visits with one engineer near the 50% completion point of the installation of the commissioned systems. This typically occurs near the rough inspection phase and is intended to verify if there are any contractor questions or concerns and whether there have been many changes to the original design. Ideally, these coincide with OAC meetings.

Perform up to four site visits with two engineers at system startup near the 100% completion point of the installation of the commissioned systems. This typically occurs near the final inspection phase. Subcontractors will be responsible for performing and certifying the pre functional tests (PFTs, or "startup tests"). The Consultant shall develop and distribute the checklists in advance and will be on-site as noted herein to coordinate and facilitate the testing via sampling.

Perform up to four site visits with two engineers after the 100% completion point of the installation of the commissioned systems and interiors to witness the functional performance tests (FPT's), and to spot check the Testing, Adjusting and Balancing (TAB) report by others or start-up procedure. Subcontractors shall be responsible for performing certain portions of the FPT's in accordance with the Commissioning Plan. The Consultant shall develop and distribute checklists in advance and will be on-site as noted herein to witness and assist via sampling.

Perform up to three site visits with two engineers after the 100% completion point of the installation of the commissioned systems and interiors.

** This proposal is based on the installation schedule of all commissioned systems to be similar to allow each to be observed during the site visit. Additional site visits are available as an additional service upon request or as necessary based on the project schedule or to re-inspect any systems that did not pass initially.

Deliverables for FGBC Certification – As a result of the above tasks, B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of Summary Commissioning Report*
- One (1) 8 ½" X 11" black and white PDF of the Final Commissioning Report*
- One (1) 8 ½" X 11" black and white PDF of application comment responses*

TASK 6.0 – CONSTRUCTION ADMINISTRATION SERVICES [PHASE 2] 390 calendar days

- 6.1. Submittal Review** – B&A shall review and comment on shop drawings, samples, and other data and reports, which the selected Contractor is required to submit for review. This review shall only be for conformance with the design concept of the project and compliance with the information provided in the Contract Documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. The review shall be conducted within ten (10) working days of submittal of shop drawings. It is assumed that the shop drawings shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Procore or Submittal Exchange by the contractor). B&A shall review proposed Contractor substitutions but shall not be responsible for providing or researching technical data and information related to such substitutions. Contractor to provide all support data and information for proposed substitutions.
- 6.2. Responses to RFI's** – B&A shall respond to and provide clarifications and interpretations of the Contract Documents as needed and requested within five (5) working days by the Contractor or the Client. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange).

- 6.3. Site Visits and Meetings** – B&A shall perform site visits up to two (2) times per month in conjunction with on-site/project meetings during the construction phase. (Estimated construction period of 14 months = 28 site visits/meetings) During the site visits, B&A shall become familiar with the progress and quality of the Contractor's work and determine if said work is generally proceeding in accordance with the Contract Documents and also be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the Contract Documents. B&A shall not be responsible for scheduling or coordinating meetings with the Contractor or for producing minutes of Contractor arranged meetings afterward.
- 6.4. Substantial Completion Walkthrough** – Upon notice from Contractor of completion of work B&A shall visit the site one (1) time to conduct a Substantial Completion Site Inspection to determine if the completed work by the Contractor is in general accordance with Contract Documents and shall provide a punch list of outstanding issues that need to be completed/corrected. If the Contractor requires more than two (2) partial completion approvals, B&A shall bill additional site visits to the Client to perform such partial inspections on an hourly basis. This service shall be completed in addition to site visits and meetings.
- 6.5. Final Completion Walk Through** – Upon notice from Contractor of completion of work and a final inspection has been completed by the City's Building Department, B&A shall visit the site one (1) time to conduct/complete a Final Completion Inspection to determine if the completed work by the Contractor is in general accordance with Contract Documents and that all punch list items have been resolved. B&A shall provide a Final Completion Notice to the Client once the project is deemed to be in full accordance with the Contract Documents. This service shall be completed in addition to Site Visits and Meetings. Additional inspections or walk-throughs required due to the contractor's inability to complete all punch list items the first time and in no way due to the actions or omissions of the Consultant shall be billed to the Client on an hourly basis. Once the Contractor has provided a full copy of all as-built plans, warranty, and product information documents and maintenance manuals, B&A shall provide same such documents to the Client.
- 6.6. Record Drawings and Specifications** – BA shall review the record drawings provided by the Contractor and provide comments, required corrections or changes. Once the contractor markups are correct and match the built project, BA shall prepare record drawings and provide them to the City on 24" X 36" PDF's.
- 6.7. One-year Inspection** – One year after the City issues a final acceptance of the contractor's construction work, BA shall perform a warranty walkthrough. BA shall visually review the built project and provide the City with a list of items that are not in compliance with the contract document warranties. Any component that is buried or not visible, such as underground utilities or utilities within walls, shall not be part of this review.
- 6.8. Pay Applications** – BA shall review and comment on up to fourteen (14) pay applications provided by the Contractor.

Deliverables for Task 6.0 - Construction Administration Services – As a result of the above tasks, B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of each reviewed submittal

- One (1) 8 ½" X 11" black and white PDF of responses to RFI's
- One (1) 8 ½" X 11" black and white PDF of all Field Reports (total 24)
- One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List
- One (1) 8 ½" X 11" pdf file of pay application reviews. (14 total)

TASK 7 – OPTIONAL SPECIALTY SERVICES

- **Site Boundary and Topographic Survey (OPTIONAL SERVICE)**

Boundary Survey – Perform a topographic survey locating and identifying all visible existing above-ground and underground utilities (as marked in the field) within the above limits. The following is a description of an outline of the services to be provided:

Provide location of all existing buildings, concrete pads, valve boxes, water/ electrical meter boxes, electrical pull boxes, telephone/ cable risers, fences, hydrants, above-ground utilities, wood/ concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, pavement markings, traffic signage, headwalls, end walls, manholes, vaults, driveways, sidewalks, right-of-way limits, landscaping, and any other visible improvements.

Provide a 50-foot grid of elevations and 50 ft interval cross-sections across NW 53 Street and NW 53 Terrace, including any highs and lows discovered off-grid.

Provide rim and invert elevations and pipe size and type on all visible gravity sewer structures and/ or outfalls (sanitary and storm drainage) within the above limits. Provide the location of vegetation and individual trees greater than four (4) inches in diameter.

Digital maps shall delineate all field-collected data as well as existing limits of referenced rights-of-way. Provide the location of utilities, where possible based on field observation and utility records provided to this office.

The final survey map shall be prepared at 1"=20' horizontal in a standard 22"x34"

- **Geotechnical Testing (OPTIONAL SERVICE)**

Geotechnical Testing – the geotechnical field services shall include Standard Penetration Test (SPT) borings in accordance with ASTM D-1586, and percolation testing in accordance with South Florida Water Management District (SFWMD)'s usual open-hole procedures. Upon termination of the borings, all holes shall be backfilled with grout to the ground surface and the site shall be restored to its original condition. The testing shall be as follows:

Perform three (3) SPT borings to depths of 25 feet below existing grades for the proposed building,

Perform three (3) percolation tests (BHP) to depths of 15 feet below existing grades to determine the hydraulic conductivity (k) values for use in drainage evaluations and design, Perform visual classification of the soil/rock samples obtained from the field study.

Perform laboratory classification testing on select soil samples. Laboratory testing shall include moisture content, percent passing the #200 sieve, grain-size analysis, organic

content, and corrosion series testing (pH, resistivity, sulfates, and chlorides). Provide geotechnical engineering evaluations and recommendations for the proposed improvements as well as provide construction considerations.

- **Material Testing (OPTIONAL SERVICE)**

Material Testing – Material testing will include the following services:

- Concrete testing for strength and slump;
- Compaction test;
- Welds if there is steel in the project; and,
- Testing for Hot Soil to determine if it can be re-used or discarded.

- **Threshold Inspections (OPTIONAL SERVICE)**

Deliverables for the optional specialty services under task 7.0 –B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of Geotechnical Testing Results
- Three (3) 24" X36" hard copies of Topographic and Boundary survey
- One (1) 24" X36" black and white PDF file of Topographic and Boundary survey
- Threshold and Material testing reports
- CAD files to the city (upon request)

PART III COMPENSATION

PHASE 1 Tasks 1.0 through 5.0 – The fees for design services are as follows:

Task 1.0	Kick off beyond Concept Design / Data Collection	\$ 13,085.00	LS
Task 2.0	Schematic Design / Design Development	\$ 204,780.00	LS
Task 3.0	Construction Documents	\$ 240,460.00	LS
Task 4.0	Permit Review	\$ 28,920.00	LS
Task 5.0	Bidding and Award Services	\$ 5,565.00	LS
SUB TOTAL PHASE 1 DESIGN SERVICES (TASK 1-5)		\$ 492,810.00	

PHASE 2 Tasks 6.0 – The fees for construction administration services are as follows:

Task 6.0	Construction Administration Services	\$ 142,458.00	T&M
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GRAND TOTAL PHASE 1 & 2 (TASK 1-6)	\$ 635,268.00
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Task 7.0	Optional Specialty Services:		
	Surveying Services	\$ 6,500.00	LS
	Geotechnical	\$ 7,448.00	LS
	Material testing	\$ 7,000.00	LS
	Threshold Inspection	\$ 28,000.00	LS
	Expense Allowance	\$ 5,000.00	
	SUB OPTIONAL SERVICES	\$ 53,948.00	LS

PART IV SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by B&A as an additional service if requested:

1. Additional meetings to the meetings described above
2. Application fees for all permit applications
3. Land-use changes, rezoning or special use permits
4. Any permitting associated with wetland impacts, protected species or hazardous materials
5. Preparation of presentations for any public involvement meetings, hearings or presentations, attendance at meetings is an optional service.
6. Aerials, underground mapping
7. Evaluation of the qualifications of bidders or persons providing proposals
8. LEED Building Design Certification
9. Expert Testimony
10. CAD or .dwg produced files of Contractor provided as-built plans.
11. Bid tabulation form or calculations, addenda during bidding
12. Any FGBC registration or certification fees, credit interpretation, credit appeal fees, enhanced commissioning (+5) or costs for FGBC plaque.

PART V HOURLY RATE SCHEDULE

Principal	\$242.00
Sr. Project Manager	\$230.00
Project Manager	\$200.00
Sr. LA	\$220.00
Sr. Architect/I.D.	\$180.00
Sr. Engineer/Planner	\$180.00
Sr. Inspector	\$125.00
Planner	\$120.00
Architect	\$105.00
Engineer	\$105.00
Interior designer	\$100.00
Landscape Architect	\$100.00
Spec writer	\$96.00
Inspector	\$95.00
Estimator (QS)	\$90.00
Sr. CAD tech	\$90.00
CAD tech	\$75.00
Clerical	\$50.00

END OF PROPOSAL
(See the scope of services "Exhibit C")

Downtown Doral Cultural Center RFQ Scope of Services
EXHIBIT "C"

Task Order 1: Design and Schematic Design

- 1.1 Architect shall analyze the City's approved conceptual design for the Downtown Doral Cultural Center as attached in the RFQ as **Exhibit "B"**.
- 1.2 **Site Development Planning:** Architect shall prepare site development drawings based on the approved conceptual design, which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities, environmental, landscaping and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts, and features.
- 1.3 **Utility Development Planning:** Architect shall establish requirements and prepare initial designs for the on-site utilities, which may include electrical service and distribution, propane service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines.
- 1.4 **Structural System Analysis:** Architect shall identify and research applicable building construction typologies. Present to the City for selection.
- 1.5 **Parking and Circulation Analysis:** Architect shall determine parking requirements for the Project, including the number of parking spaces required by governing agencies and the City.
- 1.6 **Estimate of the Cost of the Work:** Architect shall prepare a preliminary estimate of the cost of the work for the development of the site based on the design approved by the City.
- 1.7 **Planning, Zoning, and Code Analysis:** Architect shall identify and research applicable planning and zoning ordinances and Florida Building Code requirements. Develop and present to the City. Includes the preparation and revision of amendments to the City's comprehensive master plan to guide development within the City. Review development proposals to verify compatibility with the City's concurrency thresholds and requirements to meet the comprehensive plan. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

Meetings and Presentations: Architect shall attend meetings, public hearings, and citizen information meetings as directed by the City. Architect shall represent the City in presenting the proposed development to the governing agencies for approval. Architect shall prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

- 1.8 Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget. The documents shall illustrate the scale and relationship of the Project components. The Schematic Design Documents shall include elevations, building sections, and outline specifications. The Schematic Design Documents may

include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings and / or described in writing.

- 1.9 Architect shall review with the City alternative approaches to design and construction of the Project. The Architect shall review, with the City, site use and improvements and alternative approaches to selection of materials, building systems, and equipment. Architect shall provide general recommendations on construction feasibility, availability of materials and labor, time requirements for construction, and factors related to Project cost, including costs of alternative designs or materials, preliminary budgets, and possible economies of scale. Information will be presented in a Schematic Design report.
- 1.10 Architect shall provide any necessary further evaluation or refinement of the program, schedule and budget requirements, shall identify and analyze requirements of governmental authorities having jurisdiction to approve the Project design, and shall participate in consultations with such authorities.
- 1.11 Architect shall schedule and conduct meetings to present, confirm, and finalize design elements with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
- 1.12 Architect shall coordinate and attend meetings with appropriate zoning and code officials. (State and Local building code officials, planning, fire marshal, water, energy, accessibility, health, pollution control, environmental). Architect shall distribute meeting minutes and record all decisions.
- 1.13 Upon completion of the Schematic Design phase, the Architect shall provide copies of the Schematic Design Documents to the City for review and written approval.

Deliverables:

Schematic Drawings shall include:

- Cover sheet with drawing index
- Site plan noting all major building and site features, zoning, parking, and preliminary material considerations
- Preliminary life safety plans / code plans
- Preliminary floor plans
- Principal building elevations (noting materials)
- Major building sections (transverse and longitudinal)

Schematic Design Report shall include:

- Statement of project concept
- Statement of key project issues as they relate to project scope, cost and schedule, including identification of risk factors, quality control and salient project features.
- Building area tabulation showing comparison to Program
- Statement of building systems including building envelope, structural system, mechanical systems, preliminary energy analysis summary, alternative energy uses and associated systems, and preliminary life cycle cost comparisons of major systems.
- Sustainable design goals and strategies
- Outline project specifications

- Order of Magnitude cost estimate – square footage estimate
- Statement of value engineering
- Primary materials being considered

Task 1 Schedule: 30 calendar days

Task Order 2: Design Development

- 2.1 Architect shall provide Design Development Documents based on the approved Schematic Design Documents along with Exhibit “B” and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, appearance, finishes and color schedule (exterior and interior) of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.
- 2.2 Architect shall provide program reconciliation on a space-by-space tabulated comparison. City shall confirm this program as FINAL in writing.
- 2.3 Architect shall include a final completed code analysis for inclusion in the Project Manual.
- 2.4 Architect shall provide that the site design is refined, the plans, sections, elevations, etc. are drawn to scale, principle dimensions are noted, the structural system is laid out, and major mechanical, plumbing, and electrical components and distribution routes are located. Architect shall provide that critical interior spaces are drawn and elevated for review.
- 2.5 Architect shall schedule and conduct meetings to present, confirm, and finalize material and finish selections with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
- 2.6 Architect shall incorporate all sustainable design elements / products proposed for certification.
- 2.7 Upon completion of the Design Development phase, the Architect shall provide copies of the Design Development documents to the City for review and written approval.
- 2.8 Upon completion of the Design Development phase the Architect shall prepare and submit, for the City’s approval, a detailed estimate of the Cost of the Work. In establishing the detailed estimate of the Cost of the Work, the Architect shall include reasonable contingencies for design, bidding, and price escalation and determine, in conjunction with the City, the materials, equipment, component systems, and types of construction to be included in the Contract Documents. Architect shall review any difference between the Construction Budget and the detailed estimate of the Cost of the Work, identify reasons for any difference, and recommend means to eliminate the difference.

Deliverables:

A drawing package that defines and describes the design of the project including:

- Title Sheet

- Site survey
- Civil plans – building location plan, grading, material indications, utilities, storm water, fire protection, sanitary, and preliminary details
- Landscape plans including planting plan, schedules, and irrigation system
- Hardscape plans
- Architectural site plan
- Life safety / code plans and details
- Floor, ceiling, and roof plans
- Furniture, fixtures, and equipment plans / schedules
- Building elevations
- Building sections and wall sections
- Enlarged plans and interior elevations
- Millwork plans and elevations
- Door and window schedules
- Room finish schedules indicating materials
- Materials / finish color schedule
- Vertical circulation plans and sections
- Plan and enlarged details – interior and exterior
- Structural engineering – foundation design, framing plans, non-typical framing details, column schedule, preliminary details
- Mechanical, plumbing, and electrical – systems floor plans (duct layout, sanitary and water piping, power and lighting), major equipment indications, penetration locations, chases established, roof plans, site utility coordination, site lighting plans, fixture schedules, riser diagrams, general notes, preliminary details of major and unique conditions
- Technology and data/communication plan(s) to also include low voltage and CCTV
- Fire protection - performance based design

A preliminary project manual that includes bidding requirements, contract forms, general conditions of the project, general requirements, and specifications including:

- Table of contents
- Drawing index
- Building code study
- General and supplemental conditions (AIA based documents)
- Comprehensive, abbreviated methods, materials, and systems descriptions in tune with drawings.
- Catalog cut sheets of finish equipment and fixtures

Exterior and interior material finish boards (if requested)

Task 2 Schedule: 45 calendar days

Task Order 3: Construction Documents

- 3.1 Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- 3.2 Architect shall identify construction-testing needs and communicate to City. Quality assurance testing shall be indicated in each specification division; defining the type of test and method; test frequency; test pass/fail tolerance; and action required for failed tests.
- 3.3 Architect shall schedule and conduct meetings to present, confirm, and finalize project details / selections with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
- 3.4 Architect shall incorporate all sustainable design elements / products proposed for certification.
- 3.5 Architect shall edit City's Division 0 front-end documents (advertisement for Bids, Bid Proposal Forms, Addendum, etc.) relative to the following:
 - Bid date, time, place
 - Substantial and final completion date / liquidated or actual damages
 - Alternates and unit pricing
 - Targeted group percentages (MBE, FBE, DBE, SBE – if applicable)
 - Security requirements for contractors working at facility
 - Builders Risk insurance requirements
 - Advertise for bids – edited only
- 3.6 Architect shall provide for coordination / documentation of City supplied Furniture, Fixtures, and Equipment including items to be relocated from existing facilities and new items.
- 3.7 During the development of the Construction Documents, Architect shall review and approve the City's front end bid documents and the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications (performance based) and may include bidding requirements and sample forms.
- 3.8 Architect shall revise the detailed estimate of the Cost of the Work, as applicable, based upon the completed Construction Document submission. This estimate shall be the basis for the overall project Cost of Work.

Deliverables:

100% construction documents detailing the scope of work to be performed. A 100% complete project manual that includes bidding requirements, contract forms, conditions of the project, general requirements, and specification

Task 3 Schedule: 75 calendar days

Task Order 4: Bidding and Permitting

4.1 Competitive Bidding

- 4.1.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Prevailing Wage determinations, Specifications and Drawings, or as specifically designated by City in accordance with their lawfully applicable standards.
- 4.1.2 Architect shall review and approve the bid package uploaded in Demand Star bidding service.
- 4.1.3 Architect shall consider requests for substitutions, permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- 4.1.4 Architect shall participate in at the City's direction and conduct a pre-bid conference for prospective bidders.
- 4.1.5 Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the City for upload in Demand Star in the form of addenda.
- 4.1.6 Architect shall assist the City in bid validation or proposal evaluation and determination of the successful bid or proposal.

4.2 Permitting

Architect shall submit to jurisdictional authorities such sets of the Drawings and Specifications as they may require for approval, together with any necessary completed applications. Submission includes all signed and sealed documents.

Deliverables: Written responses to jurisdictional / legal reviews or inquiries (i.e. state and local building code officials, planning, fire marshal, water, energy, accessibility, health, pollution control, environmental)

Task 4 Schedule: **75** calendar days

**** Total # of calendar days for completion of Tasks 1-4 = 225 days from Notice to Proceed**

Task Order 5: Construction Administration (Additional if required)

5.1 General Administration

- 5.1.1 Architect shall provide administration of the Contract between the City and the Contractor(s) as set forth below. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the City.
- 5.1.2 The Architect's responsibility to provide Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the City of the final Certificate for Payment. However, the Architect may be entitled to a Change in Services when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.
- 5.1.3 Architect shall be a representative of and shall advise and consult with the City during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the City only to the extent provided in the Agreement unless otherwise modified by written amendment.
- 5.1.4 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the City and the Architect with consent of the Contractor, which consent will not be unreasonably withheld.
- 5.1.5 Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 5.1.6 Architect shall on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 5.1.7 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either.
- 5.1.8 Architect shall expeditiously render initial decisions on claims, disputes or other matters in question between the City and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

5.2 Evaluations of the Work

- 5.2.1 Architect, as a representative of the City, shall visit the site on a weekly basis at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City and the Architect to become generally familiar with and to keep the City informed about

the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods or techniques, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

- 5.2.2 Architect shall record the progress of the Project and provide written reports to the City on a bi monthly basis, unless otherwise agreed in writing. Such reports shall include, but are not limited to, information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion, workers on site at time of visit, weather conditions, conditions of the site, and with whom deficiencies were communicated to.
- 5.2.3 Architect shall call special meetings to report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 5.2.4 Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 5.2.5 Except as otherwise provided in the Agreement or when direct communications have been specially authorized, the City shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.
- 5.2.6 Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

5.3 Certification Of Payments To Contractor

- 5.3.1 Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract

Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

- 5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 5.3.3 Architect shall maintain a record of the Contractor's Applications for Payment.

5.4 Submittals

- 5.4.1 Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall document each submittal with the appropriate status stamp and/or notations. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods or techniques. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 5.4.2 Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- 5.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

5.5 Changes In The Work

- 5.5.1 Architect shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an

extension of the Contract Time, which are consistent with the intent of the Contract Documents. However, the Architect must inform the City of said minor changes in Work prior to the changes being made. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

- 5.5.2 Architect shall review properly prepared, timely requests by the City or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the City that the requested change be denied.
- 5.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the City, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the City's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the Contractor.
- 5.5.4 Architect shall maintain records relative to changes in the Work.

Deliverables: As required by aforementioned Scope of Work

Task 5 Schedule: 390 calendar days from construction phase commencement

Task Order 6 – Project Closeout

6.1 Project Completion

- 6.1.1 Architect shall conduct inspections to determine punch list items after request from Contractor for Substantial Completion and dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- 6.1.2 Architect shall Coordinate systems training sessions and provide all O & M manuals with the user's facility maintenance staff and departments.
- 6.1.3 The Architect's inspection shall be conducted with the City's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

- 6.1.4 When the Work is found to be substantially complete, the Architect shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.
- 6.1.5 Architect shall receive from the Contractor and forward to the City: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens.

6.2 Post Occupancy

- 6.2.1 Architect shall meet with the City or the City's Designated Representative promptly after Substantial Completion to review the need for facility operation services.
- 6.2.2 Upon request of the City and/or prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the City or the City's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the City. A total of three (3) visits are included.

Deliverables:

As required by aforementioned Scope of Work

Task 6 Schedule: Beginning at substantial completion of construction with duration of one (1) year.

Contingent Items (Additional if required)

Surveying

Geotechnical Soils Testing

Reimbursable Allowance (printing / application fees / reports)

USGBC certification

Exhibit "B"

Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$5,000,000
 - Policy Aggregate (Per Job/Location) \$5,000,000
 - Personal & Advertising Injury \$5,000,000
 - Products & Completed Operations \$5,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non- Owned Autos
 - Any One Accident \$5,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured

III. Workers Compensation / Employers' Liability

- A. Workers Compensation Limits: Statutory - State of Florida

- B. Employers Liability Limits:
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

Waiver of Subrogation in favor of City of Doral.

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Professional Liability/Error's & Omissions

A. Limits of Liability (E&O)

Each Claim	\$2,000,000
Policy Aggregate	\$2,000,000

Retro Date – minimum at contract start date. Claims Made coverage shall be effective three (3) years following contract end date.

V. Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation applies

30 Day notice of cancellation applies except for non-payment of premium then 10 day notice is applicable

RESOLUTION No. 19-59

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR QUALIFICATIONS #2019-09 "ARCHITECTURAL AND ENGINEERING SERVICES AND RELATED DISCIPLINES FOR THE DOWNTOWN DORAL CULTURAL CENTER" TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH BERMELO AJAMIL & PARTNERS FOR AN AMOUNT NOT TO EXCEED \$700,000.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSFULLY IF AN AGREEMENT CANNOT BE REACHED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The proposed Downtown Doral Cultural Center is conceived as a place in which the community can gather to enjoy art, cultural activities and events that is representative of the beautiful City of Doral. This facility will be located on NW 53rd Street adjacent to the City's Downtown Doral Park. This facility will serve as an expansion to the existing Downtown Doral Park and encourage the hosting of cultural activities and events with amenities such as: main art space, multipurpose flex space, rooftop terrace, and an outdoor turf terrace; and

WHEREAS, On September 4, 2018, a council workshop was held to present and discuss the conceptual design of the facility; and

WHEREAS, During the October 10, 2018 council meeting, the Mayor and City Council-members approved Resolution No. 18-179 which accepted the conceptual design of the Downtown Doral Cultural Center; and

WHEREAS, On November 6, 2018, City of Doral voters approved the Parks Bond Referendum providing the City with the funding mechanism needed to proceed with the design, permitting, and construction of the projects outlined in the bond. The Downtown Doral Cultural Center is one of the projects as part of the Bond Referendum; and

WHEREAS, On January 30, 2019, Request for Qualifications (“RFQ”) # 2019-09 “Architectural and Engineering Services and Related Disciplines for the Downtown Doral Cultural Center was advertised on the City’s Website and on DemandStar. Three (3) submittals were received and opened on February 22, 2019 with all firms meeting the required criteria set forth in the RFQ; and

WHEREAS, The Evaluation Committee met on February 28, 2019 to score and rank proposals and the committee determined that based on a three hundred (300) point system, the firms ranked as follows:

- | | |
|-------------------------------|------------|
| 1. Bermello Ajamil & Partners | 293 points |
| 2. CPZ Architects | 279 points |
| 3. R.E. Chisholm Architects | 274 points |

WHEREAS, Staff respectfully requests approval from the Mayor and City Councilmembers to award Request for Qualifications #2019-09 “Architectural and Engineering Services and Related Disciplines for the Downtown Doral Cultural Center” to the top ranked firm and authorize the Acting City Manager to negotiate and enter into an agreement with Bermello Ajamil & Partners for an amount not to exceed \$700,000.00; and

WHEREAS, staff further requests approval from the Mayor and City Councilmembers to authorize the Acting City Manager to negotiate and enter into an agreement with the next highest ranked firm successfully if an agreement cannot be reached with the top ranked firm.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Council-members hereby approve the award of RFQ# 2019-09 to the top ranked firm and authorize the Acting City Manager to negotiate and enter into an agreement with Bermello Ajamil & Partners for the provision of providing architectural and engineering services and related disciplines for the Downtown Doral Cultural Center for an amount not to exceed \$700,000.00. The Mayor and City Council-members further approve and authorize the Acting City Manager to negotiate and enter into an agreement with the next highest ranked firm successfully if an agreement cannot be reached with the top ranked firm.

This Authorization does not create or confer any rights to Bermello Ajamil & Partners or any of the other ranked firms.

Section 3. Implementation. The Acting City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of March, 2019.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY