



CITY OF DORAL
RECORD (MASTER) COPY
TRANSMITTAL FORM
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Transmittal From: Parks & Recreation
Department
Delivered by: Ashley Barcena
Name
Date of Transmittal: October 30, 2015

City Clerk's Office Date Stamp
11-05-15P01:06 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Vehicle Title
- Special Magistrate Order
- Other: _____

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Agreement between the City of Doral and CPZ
Architectural & Eng. services for Doral North Park

Approved by Council: Yes* No Council Meeting date: October 2015 10/13/15

*(Provide Resolution / Ordinance attached when applicable)

Office of the City Clerk Administrative Use Only

Received by: Connie Diaz

Reviewed for completion by Connie Diaz

Returned to originating Department for the following corrections on: NA (Date)

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF DORAL
AND
CPZ ARCHITECTS
FOR
DORAL NORTH PARK ARCHITECTURE AND ENGINEERING SERVICES**

THIS AGREEMENT is made between **CPZ ARCHITECTS, INC.**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the City of Doral (the “City”) issued a RFQ #2015-02 for “Architectural & Engineering Services and Related Disciplines for Doral North Park” (the “RFQ”), and the City of Doral received ten (10) submittals by the March 12, 2015 deadline, with all companies meeting the required criteria; and

WHEREAS, upon review of the submittals received, five (5) firms were selected to make oral presentations to the City, which were held on Monday, May 11, 2015; and

WHEREAS, the Evaluation Committee ranked and scored the respondents based on a Three-Hundred (300) Point System; and

WHEREAS, the City Council approved Resolution# 15-118 during the June 9th, 2015 council meeting, authorizing the City Manager to negotiate with the top rank firm for the provision of providing Architecture and Engineering Services and Related Disciplines for Doral North Park, pursuant to the terms of the RFQ and Provider’s Proposal; and

WHEREAS, after negotiations with the top ranked firm, the city council approved Resolution # 15-206 during the October 13th, 2015 council meeting authorizing the City Manager to execute the agreement; and

WHEREAS, the City and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

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, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish the professional services to the City as set forth in Exhibit "A," which is attached to this Agreement and incorporated herein and made a part hereof by this reference and as set forth in Exhibit "C" Clarifications and Consultant Scope of Services.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for one (1) year from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:

X An amount of SEVEN HUNDREDED FORTY FIVE THOUSAND SIXTY NINE DOLLARS AND EIGHTY ONE CENTS (\$745,069.81) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. See Exhibit "D" for a breakdown of the fee proposal. The City will also include a 1% contingency in this agreement 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. Provider 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 shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional Architectural & Engineering Design firm under similar circumstances. If at any time during the term of this Agreement or within one year (1) from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider 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.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project 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.
- 8.5 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, they must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

9. **Insurance.**

- 9.1 The Provider 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.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and 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 Provider shall indemnify and hold harmless the City, its officers and employees, from and against any and all demands, claims, losses, suits, liabilities, judgment or damages, arising out of, related to, or any way connected with Provider's negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement, as determined by judgment and/or good faith settlement. Provider 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 Provider's negligent performance or non-performance of this Agreement. 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 Provider.

13. **Remedies.**

13.1 The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims

for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid, and costs incurred, by the City related to this Agreement or \$500,000.00. As the City's sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

13.2 Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

14. **Notices/Authorized Representatives.**

14.1 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: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: CHRIS P. ZIMMERMAN
CPZ ARCHITECTS, INC.
PRESIDENT
4316 W. BROWARD BLVD.
PLANTATION, FL 33317

15. **Governing Law.**

15.1 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.

16. **Entire Agreement/Modification/Amendment.**

16.1 This writing and any addenda hereto, along with the RFQ and Provider's proposal, comprise the entire Agreement of the parties. The "Agreement Documents" listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, with the most recent any addenda or agreement superseding any other documentation, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Addenda
Agreement
Exhibits to the Agreement
RFQ Documents (Addendum, Invitation to RFQ, Instructions to Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

This agreement further 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.

16.2 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.

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

17.1 Upon full payment of all monies owed to the Provider, all records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City. The City agrees, to the fullest extent permitted by law, to indemnify and hold Provider harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Records by the City or any person or entity that obtains the Records from or through the City.

17.2 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 Provider involving transactions related to this Agreement.

17.3 Provider shall comply with public records laws, specifically, without limitation, to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency 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;
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency 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 public agency in a format that is compatible with the information technology systems of the public agency.

17.3 The City may cancel this Agreement for if Provider refuses or fails to comply with this section, 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, and/or to comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **Nonassignability.**

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

19. **Severability.**

19.1 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.

20. **Independent Contractor.**

20.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor 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.

21. **Representations and Warranties of Provider.**

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

21.1.1 Provider, 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;

21.1.2 Provider 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;

21.1.3 The execution, delivery and performance of this Agreement by Provider 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 Avolve in accordance with its terms; and

21.1.4 Provider 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.

22. **Compliance with Laws.**

22.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

23. **Non-collusion.**

23.1 Provider 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.

24. **Truth in Negotiating Certificate.**

24.1 Provider 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. Provider 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.

25. **Waiver**

25.1 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.

26. **Survival of Provisions**

26.1 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.

27. **Prohibition of Contingency Fees.**

27.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

28. **Force Majeure.**

28.1 It is understood that performance of any act by the City or Provider 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, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. 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.

29. **FLORIDA CONTRACTS.**

29.1 PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE

30. **Counterparts**

30.1 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.

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

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

Attest:

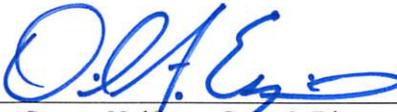


Connie Diaz, City Clerk

CITY OF DORAL


By: _____
Edward Rojas, City Manager
Date: 10.30.15

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorney



By: CHRIS P. ZIMMERMAN
Its: PRESIDENT
Date: 10.20.15

Exhibit A
Scope of Services

Doral North Park RFQ
EXHIBIT "A"

Task Order 1: Design and Schematic Design

- 1.1 Architect shall analyze the City's park program with respect to **Exhibit "A"**.
- 1.2 **Site Development Planning:** Architect shall prepare conceptual site development drawings, 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, zoning, and 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. 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 establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include elevations, building sections, . The Schematic Design Documents may include 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
- Order of Magnitude cost estimate – square footage estimate
- Statement of value engineering
- Primary materials being considered

Schedule: 45-60 days from Notice to Proceed.

Task Order 2: Design Development

- 2.1 Architect shall provide Design Development Documents based on the approved Schematic Design Documents 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 and schedules
- 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)
- 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)

Schedule: 125 days from Notice to Proceed.

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

Schedule: 135 days from Notice to Proceed.

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)

Schedule: 195 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. 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

Schedule: 365 days (1 year)

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 instruct the Contractor to 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

Schedule: Beginning at the 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

Exhibit "B"
Insurance Requirements

1.0 INSURANCE REQUIREMENTS

Successful Respondent shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award):

- I. Commercial General Liability
 - A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate \$2,000,000
 - Personal and Advertising Injury \$1,000,000
 - Products/Completed Operations \$1,000,000
 - B. Endorsements Required
 - City of Doral listed as an additional insured Primary Insurance Clause
 - Endorsement Contingent and Contractual Liability Premises and Operations Liability
- II. Automobile Liability (If Applicable) \$1,000,000
 - Owned or Scheduled Autos, including Hired and Non Owned Autos
 - City of Doral listed as an additional insured
- III. Workers Compensation
 - Statutory Limits- State of Florida
 - Employer's Liability
 - A. Limits of Liability
 - \$100,000 for bodily injury caused by an accident, each accident
 - \$100,000 for bodily injury caused by disease, each employee
 - \$500,000 for bodily injury caused by disease, policy limit
- IV. Professional Liability/Error's & Omissions
 - A. Limits of Liability
 - Each Claim \$2,000,000
 - Policy Aggregate \$2,000,000
 - Retro Date Included
- V. Umbrella Liability (Excess Follow Form)
 - A. Limits of Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate \$1,000,000
 - City of Doral listed as additional insured

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. Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

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.

Exhibit C
Clarification and Consultant Scope

Exhibit “C”
Clarifications and Consultant Scope of Services

1. Project Elements - Included

- 2 Tennis Courts, double for Pickle Ball
- 3 Basketball Courts
- Multi-Purpose Field, natural turf
- Playground with artificial turf
- Educational Trail with board walk and signage
- Wetland Boardwalk
- Walking and Exercise trail
- Fishing Pier
- Kayak Launch
- Community Center & Nature Center (Single Building)– 8,400 sf
- Maintenance/Restroom Building
- Lake Pavilion
- Park Pavilions – Prefabricated small pavilions
- Green Certification – Green Globes and Water Star
- Northside Roadway design, Civil engineering and Landscape. The retaining wall and fence are NOT included.

2. Project Elements – Not Included

- Restaurant Design
- Library Design

3. CLARIFICATIONS

- The location of existing utilities will be identified by the Client and provided to the Consultant.
- If deficiencies of site delivery arise from obligations of the Doral Commons developer to the City, an additional service will be necessary to address potential deficiencies or required remedies.
- Any conveyance or bond release is not anticipated for the boardwalk and therefore is not included or would be performed by others.
- City shall engage a contractor through a Construction Management at Risk process. Consultant is not participating in that solicitation process. Therefore, Consultant shall not perform any bidding related services and that scope is excluded. If coordination on bidding and scope with Construction Manager on bidding or bid openings or review, that can be provided as an additional service.
- City shall pay any government or agency permit fees.

Construction administration is not included in this scope of services and will be negotiated at a later date.

4. ENVIRONMENTAL

- Permits have been issued for the construction of the wetlands and surface water management system. Modifications to the permits are required for the introduction of a boardwalk into the wetlands that is currently restricted in the executed restrictive covenant.
- City (or Doral Commons developer) shall be responsible for annual reporting, construction status, certification of master storm water management system, post construction monitoring, reporting and compliance for grant or permit obligations. If required, Consultant can provide as an additional service to this agreement.

- If it becomes necessary to separate the existing resource permits from the Doral Commons Developer, an additional service may be required.
- Owner shall provide legal counsel to assist and provide any necessary documentation or modifications to easements, covenants or agreements necessary to gain approval for the proposed design in the surface water management system or wetlands.
- This scope excludes designing or addressing off-site / adjacent properties. Including but not limited to the property to the north of the public access road/right of way eastern edge of the project. Design interface of this road or lake bank or supplement removal of exotic trees or planting enhancement is excluded from this scope, but could be provided as an additional service.
- City shall pay government permitting fees.
- City shall pay for off-site mitigation credits to a wetlands mitigation bank for any required mitigation for boardwalk access into the wetlands mitigation / conservation easement area or removal of chain link fence if desired.
-

5. INFORMATION TO BE PROVIDED BY CLIENT

- Client shall provide access to the site.
- City shall provide all available reports and studies previously performed at the site which would be relevant to permit modification request, as well as final conceptual design.
- Geotechnical information within project proximity (wetlands boardwalk) prior to site construction by Doral Commons the developer.
- Boundary and topographic survey, including lake slopes and depths, wetland elevations, and site elevations at 100' on center or tighter and grade breaks of the post construction condition – “as-built”.
- Evidence of ownership, entitlements and associated agreements for land transfer and assumption by the City from the Doral Commons developer.
- Previously issued permits including but not limited to: DERM wetlands permit, South Florida Water Management District Environmental Resource Permit, and US Army Corps of Engineers Dredge and Fill permit.



City of Doral - Doral North Park



MARCH 2014

Civil Engineering
GEP Giangrande Engineering & Planning, Inc.

Task 1 - Design and Schematic Design-The following are the items that require site civil services to assist the design team in delivering Task Order 1 of Exhibit "B":

- **Conceptual Site Plan**-Assist in development of conceptual site plan to provide input on the surface water management system and site access and circulation. The following items will be analyzed during this design phase:
 - Preliminary Data Collection and review of existing permits
 - Preliminary drainage calculations
 - Basic traffic control information
 - Traffic Control Auto-Turn Analysis for emergency vehicle access
- **Preliminary Utility Plan**-Assist in development of preliminary utility plan to be prepared by Architect. The following items will be analyzed during this design phase:
 - Conceptual Water and Sewer Utility Design
 - Conceptual Surface Water Management Design
- **Statement of Probable Cost** - GEP will prepare a statement of probable cost for on-site and off-site civil elements of the project based upon the design development documents.
- **Planning, Zoning and Code Analysis** – GEP will attend up to eight (8) meetings as requested by the architect. Any additional meetings shall be charged as additional services.

Task 2 – Design Development

- **Design Development Documents** – Based on the Client-approved Illustrative Conceptual Site Plan prepared under GEP previous work authorization, GEP will prepare design development documents. These documents will further refine and articulate the civil project elements established in the conceptual design phase and will include the following:
 - Summary of Pay Items
 - Water and wastewater improvements to serve the site
 - Traffic control plans
 - Clearing and grubbing
 - Pavement markings and details
 - Refined grading and drainage, including subsurface drainage features
 - Draft written technical specifications
- **Municipal Meetings** – It is estimated that GEP will be requested to attend up to six (6) meetings to present, confirm, and finalize material with municipal departments.
- **Statement of Probable Cost** - GEP will prepare an updated statement of probable costs for on-site and off- site civil elements of the project based upon the design development documents.

Task 3 – Construction Documents

- **Construction Documents** – Based on the reviewed design development documents, GEP shall prepare construction documents, including plans, details, quantities and technical specifications, for the development of the following site features:
 - Site grading and drainage improvements, including drainage features, parking, sidewalks, etc.
 - Plans and details, including profiles as necessary, for on-site water distribution and wastewater collection/transmission systems

- Summary of Pay Items
- Horizontal control plans
- Paving Grading and Drainage Plans
- Paving Grading and Drainage Details
- Water and wastewater utility plans
- Water and wastewater utility details
- Traffic control plans
- Clearing and grubbing
- Pavement markings plans and details
- Refined grading and drainage, including subsurface drainage features
- Written technical specifications
- **Civil Testing Specifications**-Prepare memorandum identifying the testing specifications required for the construction development of the site. (Only includes paving grading, drainage, water and sewer specifications. Landscaping, building, architectural and other non-civil items are excluded)
- **Client Review Meeting** - GEP will attend three (3) meetings (at the 90 percent stage of completion) with the Client to present, confirm and finalize project details.
- **Statement of Probable Cost** - GEP will prepare an updated statement of probable cost for on-site and off- site civil elements of the project based upon the design development documents.
- *Deliverables – As a result of these tasks, GEP shall produce the following for each Client review meeting:*
 - *One (1) set of construction documents*
 - *One (1) electronic file of construction documents*
 - *One (1) copy of the statement of probable cost*
 - *One (1) set of technical specifications*
 - **Final (100%) Construction Documents** – GEP shall prepare the final set of Construction Documents, incorporating review comments from the 90 percent Client review meeting. The documents will be suitable for bidding and construction of the civil site work elements of the project as detailed in this scope of services.

Task 4 – Permitting

- **Environmental Resource Permitting** – GEP will prepare a Joint Application for Modification of the Environmental Resource Permit/Authorization to Use Sovereign Submerged Lands/Federal Dredge and Fill Permit for concurrent submittal to the Miami Dade Department of Resource Management (DERM), South Florida Water Management District (SFWMD) and the US Army Corp of Engineers (USACOE). The application will include all required attachments, including any necessary fee waiver requests. The permit application packages shall include a detailed description of all proposed activities; fill quantity and placement, and flood compensation calculations (if required). The application will be submitted for review to the Client prior to submittal to the applicable agencies. It is assumed that impacts to wetlands/surface waters or listed species information will be provided by Miller Legg to supplement the permit application package. This work task includes preparation of the application and all supporting documents, submittal to the reviewing agency, and response to one routine Request for Additional Information (RAI).
- **Miami-Dade Water and Sewer Department (MDWASD) / Florida Department of Environmental Protection (FDEP) Permitting** – GEP will prepare applications to MDWASD / FDEP for General Permits Authorizing Construction of Water Distribution and Wastewater Collection Systems to serve the proposed project. This work task includes

preparation of the applications and all supporting documents, submittal to the reviewing agency, and response to one routine Request for Additional Information (RAI) for each application.

- **City of Doral Engineering Department Permitting** – GEP will submit permit-level plans to the City of Doral Engineering Department seeking Engineering Department approval of the site design. It is anticipated that this permit task will be performed concurrent with Planning Department review and approval of the Site Plan. This work task includes preparation of the application and all supporting documents, submittal to the reviewing agency, and response to one routine Request for Additional Information (RAI).

Landscape Architecture
Chen Moore and Associates

Task 1 - Schematic Design – Consultant shall perform the following:

- Attendance at up to one (1) meeting with the Client/Owner.
- Site visit for consultant's familiarization with the site.
- Support, as needed, for Master Planning and one (1) Public Input Meeting.
- Coordination with Sustainability Consultant for appropriate selection of surfaces and materials to achieve Green Globes and Florida Water Star certifications.
- Coordination with Environmental Consultant for wetlands area plantings and boardwalk path through preservation area.
- Schematic Design level plans to include landscape, hardscape (specialty paving, pedestrian surfaces, boardwalk and fishing pier, pre-manufactured site furnishings and shelters, pre-manufactured fencing, pedestrian lighting, wayfinding, etc), playground, and sports court materials boards and plans to coordinate with the Client and Owner.

Task 2 - Design Development – Consultant shall perform the following:

- Attendance at up to three (3) meetings with the Client/Owner.
- Attendance at up to six (6) regulatory meetings with City Agencies.
- Design Development level plans based on the comments from the schematic phase to include landscape, irrigation (Point of Connection, mainline, head, and lateral layouts) hardscape (specialty paving, pedestrian surfaces, boardwalk and fishing pier, pre-manufactured site furnishings and shelters, pre-manufactured fencing, pedestrian lighting, wayfinding, etc), playground, and sports court plans and details to coordinate with the Client and Owner.

Task 3 - Construction Documents - Consultant shall perform the following:

- Attendance at up to two (2) meetings with the Client/Owner.
- Consultant shall prepare construction level landscape architecture plans to include landscape, irrigation (Point of Connection, pump, controller, mainline, head, lateral, and sleeve layouts), hardscape (specialty paving, pedestrian surfaces, boardwalk and fishing pier, pre-manufactured site furnishings and shelters, pre-manufactured fencing, pedestrian lighting, wayfinding, etc), playground, and sports court plans and details to coordinate with the Client and Owner. Site Lighting locations and fixtures will be coordinated with MEP Engineer so as not to conflict with proposed landscape improvements and safety. All plans, details, sections, and specifications will be suitable for construction of the project.

Task 4 – Permit – Consultant shall perform the following:

- Update the Construction Documents with any Client, Owner, or regulatory agency comments
- Prepare submittal packages for government permits with the appropriate calculations and back-up for the water supply of the irrigation system and tree removals. GEP to process the applications in conjunction with other site permits.
- Revise plans and coordinate permits resubmittals if necessary.

Green Globes & Florida Water Star Administration - Consultant shall perform the following:

- Consultant shall coordinate with the project team to identify possible Green Globes and Florida Water Star points, complete templates for assigned site and water efficiency points, and verify compliance during the construction administration portion of the project.

**Wetlands Engineering
Miller Legg**

SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by Consultant shall be as follows:

Task 1 - SCHEMATIC DESIGN

Boundary & Topographic Survey – By Owner

- **Conceptual Layouts** – Consultant shall provide support in identifying scope of following design items:
 - Conceptual Upland Boardwalk Layout/Alignment
 - Conceptual Pavilion Layout/Alignment
 - Conceptual Fishing Pier Layout /Alignment. (assumed to be in lake – not wetlands)
 - Conceptual Wetland Boardwalk(s) Layouts/Alignments
 - Conceptual Wetland Planting Enhancement Plan Layout/Alignments

Coordination between the Consultant and Client will include three (3) scheduled meeting to coordinate design approach and aesthetics: themes and material (style, colors.....). Coordination will include identifying environmental and boardwalk design restraints to arrive at a final design layout confirmed by the Client at the third scheduled meeting along with a preliminary opinion of probable cost for these design features.

Consultant shall review information provided by City and others including the developers agreement and existing permits for site layout, permit conditions and other factors of permit or agreement compliance that may influence design concepts or other requirements that may be necessary to determine implementation (by developer or City) such as completion of the wetland mitigation plan, potential enhancements or improvements to the wetlands or lakes, status of storm water system certification, water quality treatment design and status of construction / certification and potential or problematic phasing or mixing.

This task shall also include a preliminary meeting with environmental resource agencies (DERM, SFWMD, USACOE) on the proposed boardwalk and pier structures into the wetlands and lakes to gauge permissibility and modification requirements. Development of conceptual environmental restricted construction methodology and wetland enhancement / supplemental planting plan will be developed and reviewed with the permitting agencies for conceptual consideration and feasibility for permit and easement modifications.

- **Schematic Design Deliverables:**
 - Conceptual layouts of boardwalk, fishing pier, pavilion, wetland enhancement areas.
 - One page summary of agency or permit status / modification feasibility and requirements.

Task 2 - DESIGN DEVELOPMENT

- **Data Review/Coordination** - Consultant shall review existing geotechnical data provided by the Client (collection of data shall be by others). Consultant will identify any gaps in the existing data and will suggest supplementary data collection to adequately characterize in-situ soils in and/or around proposed boardwalk/pier structures. Consultant shall review boundary and topographic survey information provided to assist with design and

harmonization. Consultant shall review additional information and data relating to restrictive covenants and permit modifications necessary for the proposed structures in the wetlands and lake and coordinate with City. Consultant shall coordinate and collaborate a course of action with the City on compliance with the developer's agreement, permit compliance, construction of the wetlands, exotic plant species removal, maintenance, native coverage requirements, perimeter treatments

- **Value Engineering/Design** – Consultant shall conduct ongoing value engineering and design for boardwalk(s), pier(s) and wetland planting and maintenance programs. Value engineering will include working with the Client during design development to identify preferred aesthetics and to harmonize connections between existing/proposed structures and/or onsite features. Consultant will help identify construction restrictions and preferred construction methodologies which will aid in permit issuance. Consultant shall also update preliminary opinion of probable cost based on design changes and additional details.
- **Wetland Mitigation Plan** – Consultant shall develop a Wetland Mitigation Plan for all boardwalk impacts not captured in the original permit(s). This shall include quantification of wetland impacts by boardwalk layout, shading, development of restrictive environmental construction methodologies for working in the wetlands, wetland calculations via the Uniform Mitigation Assessment Methodology (UMAM) necessary for permit modifications. This shall also include coordination with the City that will need to prepare any legal documentation or modifications associated with easement or restrictive covenants. Consultant will work with permitting agencies to identify magnitude of mitigation needed, if needed, to offset proposed construction impacts and will coordinate any required mitigation signage and supplemental tree planting plan.
- **Design Development Deliverables:**
 - Draft Design and specifications of boardwalk, fishing pier, pavilion, wetland enhancement areas.
 - Wetland mitigation plan (wetland impact calculations, proposed mitigation narrative, and proposed enhancement planting plan)

Task 3 - CONSTRUCTION DRAWINGS

- **Construction Drawings** - Consultant shall prepare 60% and 100% upland boardwalk, pavilion, wetland boardwalk, and fishing pier construction plans and specifications (including environmental restrictions). Consultant will also finalize the wetland planting enhancement plan to address mitigation needs according to permit agency requirements.
- Consultant will finalize any other design associated with land transfer and perimeter treatments (particular interfaces with north and east sides of wetlands to proposed infrastructure and adjacent properties)
- **Construction Drawing Deliverables:**
 - 60% and 100% Upland Boardwalk Construction Plans and Specifications
 - 60% and 100% Pavilion Construction Plans and Specifications
 - 60% and 100% Wetland Boardwalk Construction Plans and Specifications.
 - 60% and 100% Fishing Pier Construction Plans and Specifications
 - 100% Wetland Planting Plan and Specifications

Task 4 - PERMITTING

- **Environmental Resource Permit Modifications** – Consultant shall prepare environmental resource permit modification applications for all boardwalk and planting in wetland areas and coordinate with GEP Engineers on joint submittal to the agencies. (Draft layout plans – boardwalk, pier, planting, mitigation plans, and monitoring plans). Permit modification

requests will include up to one (1) RAI responses to each permitting agency.

- **Government Agency Permitting** – Consultant shall submit engineering permit applications, plans, and support data to CMB Engineering Department, Fire Department, and Miami-Dade Health Department for approval for the proposed boardwalk, fishing pier and open pavilion.
- **Permitting Phase Deliverables**
 - Permit modification applications and one RAI responses to SFWMD, USACE, DERM.
 - Building department submittal for boardwalk and fishing pier and basic open pavilion on pier.

**Mechanical, Electrical and Plumbing Engineering
Project Caine, Inc.**

We understand the project is to consist of the MEPFP engineering design for the Doral North Park project in Doral Florida. There are two buildings in the project; one will be a 8,400 sf community center and Nature Center and the second will be a 1,000 sf restroom/maintenance building. Our proposal also includes site, ball field, tennis court and parking lot lighting. The following are some more specific scope items:

1. The boardwalk lighting.
2. Pavilion power, lights, plumbing (if required) and low voltage empty conduit (if required).
3. Coordination with FPL for all service entry points, distribution and transformer locations. We will show conduits and distribution.
4. Coordination with ATT and Comcast or whoever for telephone and Internet connections and service points. We will show empty conduits, outlet locations and distribution.
5. The Nature Center and Community Center will have low voltage requirements for computers and AV systems.
6. SPS will provide the Energy Model for the Green Globes submission and we will use this energy model for our mechanical submission.
7. We will be providing the Green Globes mechanical and electrical information to SPS as required.
8. We will coordinate with the City's security and IT manager for Security Cameras, Data Outlets etc. Security and IT systems will be empty conduit only. We will provide required power for any of their equipment.
9. Solar Panel System design will be an add service for the Community center and then again separately for the nature center. See pricing below.
10. Site lighting foot-candle calculations.
11. We will provide building loads and connections to site utilities 5'-0" outside the building foot print. Site utility design will be by the civil engineer except for site electrical distribution and coordination with FPL will be by Project Caine.
12. North roadway street lighting

**Green Design Consulting
Sustainable Performance Solutions**

Task 1 - SCHEMATIC DESIGN

- Plan and conduct eco-charrette and coordinate Green Globes Integrated Design Process
- Develop OPR
- General Scope - Provide Green Globes certification assistance, Cx, and energy model for the combined community/nature center building (single Building) and Florida Water Star certification is for the entire park.

Task 2 - DESIGN DEVELOPMENT

- Develop Cx Plan and associated checklists
- Develop BOD and review design for conformance

Task 3 - CONSTRUCTION DOCUMENTS

- Prepare and deliver Cx Specification
- Coordinate and review plumbing, irrigation, and landscaping designs for FWS Water Star conformance (applies to entire park)
- Prepare energy model
- Review CDs for conformance to OPR, BOD, Green Globes, and FWS requirements
- Upload all Green Globes survey data

Exhibit D
CPZ Proposal & Fee

RESOLUTION No. 15-206

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT IN SUBSTANTIALLY THE FORM PROVIDED, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, WITH CPZ ARCHITECTS FOR THE PROVISION OF ARCHITECTURE AND ENGINEERING SERVICES AND RELATED DISCIPLINES FOR DORAL NORTH PARK FOR AN ADJUSTED CONTRACT AMOUNT OF \$745,069.81, PLUS A 1% CONTINGENCY, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$752,520.51; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued a Request For Qualifications #2015-02 for "Architectural & Engineering Services and Related Disciplines for Doral North Park" (the "RFQ"), and the City of Doral received ten (10) submittals by the March 12, 2015 deadline, with all companies meeting the required criteria; and

WHEREAS, upon review of the submittals received, five (5) firms were selected to make oral presentations to the City, which were held on Monday, May 11, 2015; and

WHEREAS, the City Council approved the rankings of the firms and authorized the City Manager to negotiate with the top rank firm during the June 9th, 2015 council meeting (Resolution No. 15-118); and

WHEREAS, after negotiations with the top ranked firm, it was agreed that the not to exceed price to provide architecture and engineering services and related disciplines associated with the development of designs and construction documents for Doral North Park would be \$745,069.81 ; and

WHEREAS, Staff has recommended that the City Council authorize the City Manager to enter into agreement with CPZ Architects to provide Architecture and

Engineering Services and Related Disciplines for Doral North Park for a not to exceed the amount of \$745,069.81, plus a 1% contingency for a total not to exceed amount of \$752,520.51 and subject to approval by the City Attorney as to form and legal sufficiency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 City Council hereby approves the Agreement with CPZ Architects, in substantially the form provided in Exhibit "A", which is incorporated herein and made a part hereof by this reference, subject to approval as to form and legal sufficiency by the City Attorney, for the provision architecture and engineering services and related disciplines associated with the development of designs and construction documents for Doral North Park for an adjusted contract amount of \$745,069.81, plus a 1% contingency, for a total not to exceed amount of \$752,520.51. The City Manager is hereby authorized to execute the Agreement, subject to final approval as to form and legal sufficiency by the City Attorney, and to expend funds in furtherance hereof.

Section 3. Implementation. The 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 Ruiz who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Absent/Excused

PASSED AND ADOPTED this 13 day of October, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMANN, PL
CITY ATTORNEY