

**FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
BERMELLO-AJAMIL & PARTNERS  
FOR  
DORAL CULTURAL ARTS CENTER**

This First Amendment to the Agreement between the **CITY OF DORAL** (“City”) and **BERMELLO-AJAMIL & PARTNERS** (“Consultant”) executed this 11 day of May 2023, is made a part of the original Agreement between the parties dated August 21, 2019 (the “Agreement”), between the City and Consultant attached hereto as Exhibit “A”. The City and Consultant hereby agree as follows:

**RECITALS**

**WHEREAS**, the City issued Request for Qualifications #2019-09 for the architectural and engineering services and related disciplines for of the Cultural Arts Center; and

**WHEREAS**, three (3) submittals were received and were subsequently scored and ranked by an evaluation committee on February 28, 2019 and Consultant was the highest ranked firm; and

**WHEREAS**, the City and the Consultant entered into the Agreement on August 21, 2019 for the provision of architectural and engineering services and related disciplines for the Cultural Arts Center in an amount not to exceed \$698,794.80, which amount represented \$635,268.00 for Phase I and II services, as well as \$63,526.80 in contingency; and

**WHEREAS**, pursuant to Change Order Nos. 1 and 2, the aforementioned contingency funds were utilized; and

**WHEREAS**, on June 9, 2021, the Mayor and City Councilmembers approved Resolution No. 2021-129, authorizing the City Manager to execute a first amendment to the Agreement, increasing the total compensation under Agreement by \$34,995.00, for a total contract not to exceed amount of \$734,995.00; and

**WHEREAS**, the aforementioned increase in the contract amount was formalized by Change Order No. 3, fully executed on June 16, 2021; and

**WHEREAS**, additional funding in excess of that not to exceed amount is required due to extensions in construction from unforeseen market conditions following COVID-19, that were not originally accounted for and reflected in the budgeted contract amount; and

**WHEREAS**, pursuant to Resolution No. 23-54, the Mayor and City Councilmembers approved an increase in the contract amount with Consultant in an amount not to exceed \$116,606.00, for a new total contract amount not to exceed \$851,601.00; and

**WHEREAS**, the City and Consultant now wish to amend the Agreement through this First Amendment to provide for the increased contract amount as set forth herein and pursuant to previously issued change orders.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of this First Amendment shall be April 12, 2023.
2. **ADDITIONAL CONTINGENCY.** Section 3.2 of the Agreement is hereby deleted in its entirety and replaced by the following language:

The City has included in a contingency in the amount of \$216,333.00, for a new total contract amount not to exceed \$851,601.00 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.

Except as specifically modified herein, all terms and conditions of Section 3 of the original Agreement shall remain in full force and effect.

3. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.
4. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this First Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Exhibit "A."

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment in duplicate on the day and year last written below.

[SIGNATURE PAGE TO FOLLOW]

Attest:

                    *Connie*                      
Connie Diaz, City Clerk 5/11/2023

**CITY OF DORAL**

By:           *B.H.*                      
Barbara Hernandez, City Manager

Date:           5/11/2023                    

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

                    *Valerie Vicente*                      
Valerie Vicente, Esq.                     4/27/2023                      
for Nabors Giblin & Nickerson P.A.  
City Attorney

**BERMELLO-AJAMIL & PARTNERS  
CONSULTANT**

By:           Scott A. Bakos                     *SAB*  
Its:           Partner, PM                      
Date:           04.27.2023

# EXHIBIT "A"

**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.

**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 FORTY 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 3<sup>rd</sup> 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**

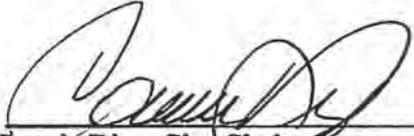
- 34.1 PURSUANT TO FLORIDA STATUTES CHAPTER 538.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

**[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**



# **City of Doral**

**Request for Qualifications**

***Architectural & Engineering  
Services and Related Disciplines  
for the Downtown Doral Cultural  
Center***

**RFQ No. 2019-09**

## **TABLE OF CONTENTS**

**1.0 GENERAL CONDITIONS**

**2.0 SPECIAL CONDITIONS**

**3.0 TECHNICAL SPECIFICATIONS**

**4.0 BID FORM**

**5.0 REQUIRED FORMS & DELIVERABLES**

- **EXHIBIT A: INSURANCE REQUIREMENTS**
- **EXHIBIT B: DOWNTOWN DORAL CULTURAL CENTER  
CONCEPTUAL DESIGN**
- **EXHIBIT C: SCOPE OF SERVICES**



# City of Doral

## Request for Qualifications

### Architectural & Engineering Services and Related Disciplines for the Downtown Doral Cultural Center

#### RFQ No. 2019-09

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Albert Childress, Acting City Manager, City of Doral, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 until **11:00 am on February 22<sup>nd</sup>, 2019**. The submittals shall be clearly marked "**RFQ No. 2019-09 – Architectural & Engineering Services and Related Disciplines for the Downtown Doral Cultural Center**".

All submittals shall be publicly opened and recorded on **\*\*February 22<sup>nd</sup>, 2019 at 11:00 A.M.\*\*** Late submittals shall not be accepted or considered.

Proposers are to deliver **One (1) original and four (4) copies** of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. In addition, Proposers are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the bid**.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

## **PROJECT OVERVIEW**

By way of this RFQ, the City of Doral is soliciting competitive sealed proposals from qualified and interested parties for the provision of providing Architectural & Engineering Services and Related Disciplines for the Downtown Doral Cultural Center, as more particularly described herein. Through the process described herein, persons and/or firms interested in assisting the City with the provision of the Services must prepare and submit a Statement of Qualification in accordance with the procedure and schedule in this RFQ.

It is the City's intent to select a firm that: (a) possesses the professional and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

All inquiries must reference **RFQ No. 2019-09 – Architectural & Engineering Services and Related Disciplines for the Downtown Doral Cultural Center** in the subject line. No phone calls will be accepted in reference to this RFQ. All questions or comments should be directed to the following email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com).

Any communications regarding matters of clarification must be made in writing to the email address listed above. If it become necessary to provide additional clarifying data or information that revises any part of this RFQ, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website ([www.cityofdoral.com](http://www.cityofdoral.com)) under Procurement or via Onvia DemandStar, a central notification system which provides bid notification services to interested vendors. Onvia offers vendors the option to register for notification from a single agency at no cost. Access includes full functionality of the Onvia Demandstar platform -- you can view the agency's bids, quotes and download documents at no cost. To obtain the solicitation interested parties must follow the link and register to be able to download the document. Onvia DemandStar - <https://www.onvia.com/demandstar-subscription-options>.

The City's tentative schedule for this Invitation for Bid is as follows:

**Mandatory Pre-Proposal Conference:**

**February 8<sup>th</sup>, 2019 at 10:00 A.M.  
City of Doral Government Center  
8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166.**

**Cut-off Date for Questions**

**February 15<sup>th</sup>, 2019 at 12:00 Noon**

**Opening of Bids:**

**February 22<sup>nd</sup>, 2019 at 11:00 A.M.**  
**\*Office of the City Clerk**  
**Doral Government Center, 1<sup>st</sup> Floor**  
**8401 N.W. 53<sup>rd</sup> Terrace,**  
**Doral, FL 33166**

The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.

## SECTION 1 GENERAL CONDITIONS

### 1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Successful Proposer/ Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ and a Notice of Commencement will be issued.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFQ. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

### 1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual Proposers regarding this RFQ shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFQ must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement Webpage. If necessary, a new RFQ opening date may be established by addendum.

### 1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

### 1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFQ. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFQ documents. No person is authorized to give oral interpretations of, or make oral changes to the RFQ. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

### 1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

**1.6 WITHDRAWAL OF PROPOSAL**

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

**1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS**

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

**1.8 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

**1.9 SUBMISSION OF PROPOSAL**

- (i) **Incurring Expenses**  
The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFQ.
- (ii) **Interviews**  
The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.
- (iii) **Request for Modifications**  
The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.
- (iv) **Bid Acknowledgment**

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to this RFQ that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFQ shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

**1.10 COMPLIANCE WITH ORDERS AND LAWS**

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ and subsequent contracting including, but not limited to:

**Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**

**Occupational, Safety and Health Act (OSHA)**

**The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended**

**National Institute of Occupational Safety Hazards (NIOSH)**

**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**

**U.S. Department of Transportation**

**City of Doral, City Ordinance No. 2004-03**

**Cone of Silence, Miami-Dade County Code of Ordinances**

**The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and

Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

#### **1.11 CONE OF SILENCE**

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFQ upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFQ between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFQ between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFQ between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFQ between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFQ between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFQ between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation

back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFQ, RFQ, or proposal between a potential vendor, service provider, Proposer, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFQ, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of Proposers/Proposers regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFQ;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer shall render the RFQ award or proposal award to said proposer voidable by the City Council and/or City Manager.

Please contact the City Attorney for any questions regarding Cone of Silence compliance.

**1.12 Florida Government in the SUNSHINE LAW**

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

**1.13 CANCELLATION**

In the event any of the provisions of this RFQ are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract

**1.14 ASSIGNMENT**

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

**1.15 PROPERTY**

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

**1.16 TERMINATION FOR DEFAULT**

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the

Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

**1.17 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract that may result from this RFQ, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**1.18 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

**1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

Upon award recommendation or thirty (30) days after the opening of RFQ responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

**1.20 CAPITAL EXPENDITURES**

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures

during the time it is rendering such services, it shall not have any claim upon the City of Doral.

**1.21 GOVERNING LAW AND VENUE**

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.22 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its attorney's fees.

**1.23 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

**1.24 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of,

resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim,

whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

**END OF SECTION**

## **SECTION 2** **SPECIAL CONDITIONS**

### **2.1 BACKGROUND**

The City of Doral is soliciting Requests for Qualifications from interested parties and/or firms for the provision of providing professional engineering/architectural, permitting and construction phase services that include but are not limited to the design and preparation of construction plans and specifications, construction bid evaluation, and construction inspection and management (the "services") for the Downtown Doral Cultural Center and supporting infrastructure including utilities.

The project referenced as part of this Request for Qualifications ("RFQ") principally consists of the design and engineering of a 9,000 square foot Cultural Arts Center and surrounding park space for the 1.44 acre triangle shaped parcel located between the existing Downtown Doral Park and the intersection of NW 53rd Street and NW 53rd Terrace. The Downtown Doral Cultural Center will serve to celebrate the unique culture of Doral, as well as the variety of cultures, arts, and experiences embraced by the city's residents. The building will include a large art gallery space, flexible multi-purpose room, multiple outdoor courtyards, catering area, dedicated vehicular drop-off area and public restrooms. In addition, this facility will expand the size of the City's existing Downtown Doral Park providing visitors with access to additional site amenities such as an accessible rooftop plaza, amphitheater green roof terrace, multi-purpose greenspace, public art, public garden spaces, and additional seating areas.

The City anticipates that the project outlined in this solicitation will be delivered through a Design/Bid/Build delivery method.

Please refer to attachment "C" made part of this RFQ which is provided for informational purposes only, in an effort for the interested firms to get familiarized with the project scope. This attachment is not to be used for permitting or estimating purposes.

The building will seek Florida Green Building Certification "FGBC".

### **2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS**

Each firm/individual must satisfy the minimum requirements specified herein to be considered for this solicitation. Firms/individuals that do not meet the minimum requirements as determined by the City (in its sole discretion) will be disqualified. All decisions of the City are final.

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. Firms/individuals must demonstrate that they have offices within South Florida (Miami-Dade, Broward, Palm-Beach County) and/or are willing to relocate to South Florida for the duration of the project.
2. Firms/individuals must have previous experience with similar work related to municipal design services to local governments during the past ten (10) years. Previous experience with municipal design services must include a minimum of a 9,000 square foot Community Building and/or Cultural Center.
3. Firms/individuals must demonstrate that they have sufficient personnel and financial resources to handle the proposed project workload in a timely and cost effective manner.
4. Firms/individuals must demonstrate that it possesses the appropriate licenses, registrations and certifications to perform the Services.

**The proposer must show proof of having met these minimum requirements on the "Bidder Qualification Statement" in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

### **2.3 LICENSING**

Successful Proposer must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org). Proposers must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the Proposer's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

### **2.4 MANDTORY PRE-PROPOSAL CONFERENCE**

A **Mandatory** Pre-Bid Conference will be held on Friday, February 8<sup>th</sup>, 2019 at 10:00 a.m. EST at the City of Doral Government Center - Training Room (Third Floor), 8401 NW 53rd Terrace, Doral, FL 33166. Late arrivals will not be permitted to join the conference and therefore forfeits all opportunities to bid on this project. During this conference all work will be discussed. The Procurement Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFQ.

**\* There is a mandatory check-in process at the Government Center security front desk. Please allow yourself sufficient time for check-in, as doors will be locked, and pre-bid will begin promptly at 10:00 a.m. Representative must be present in meeting room at commencement of meeting to be counted as on-time.**

**2.5 TERM OF CONTRACT**

The City and the Awarded Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFQ through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

**2.6 PRICING**

If the Proposer is awarded a contract under this RFQ solicitation, the prices quoted by the Proposer shall remain fixed and firm. However, the Proposer may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

**2.7 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposal must be submitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**2.8 METHOD OF AWARD**

The City anticipates entering into contract(s) with the firm(s) deemed responsive and responsible and determined by the City to be most advantageous.

The Proposer understands that this RFQ does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

The City's selection committee will evaluate proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

**Phase I** - An Evaluation Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

**Based on the number of RFQ submissions received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.**

**PHASE II** — The City may conduct interview presentations and re-evaluate and score "shortlisted" firms/individuals to establish a ranking of the "shortlisted" firms/individuals.

#### **PHASE II — EVALUATION**

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional

insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in Section 5.1 to determine the top ranked firm/individual.

#### **EVALUATION CRITERIA – PHASE I AND PHASE II**

<b>CRITERIA</b>	<b>POINTS</b>
Firm's qualifications, experience and past firm performance related to providing the type of services requested in this solicitation.	40
Relevant experience and qualifications of firm's key personnel that will be assigned to this project.	30
Proposer's approach to providing the services requested in this solicitation.	20
Affiliation References	10
<b>Total Points Possible</b>	<b>100</b>

#### **2.9 DUE DATE**

All Bids are due no later than **Friday, February 22<sup>nd</sup>, 2019 at 11:00 AM, EST** or any time prior thereto at the City Clerk's Office, City Hall, 8401 NW 53 Terrace, Doral, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Original Submittal and four (4) copies must be presented in three ring binders. CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Proposer's name and "**RFQ No. 2019-09 – Architectural & Engineering Services and Related Disciplines for the Downtown Doral Cultural Center**".

Original submittal (1) and four (4) copies must be submitted in a sealed envelope or box/container clearly marked with the RFQ title. EMAILED OR FAXED bids **will not** be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

**SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.**

**2.10 INSURANCE REQUIREMENTS**

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to **Exhibit A**.

**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

**The City reserves the right to require additional insurance in order to meet the full value of the scope of services.**

**At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.**

**2.11 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

**2.12 COMPLETE PROJECT REQUIRED**

The Work to be performed under any Contract resulting from this Request for Qualifications shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Proposer as though originally so specified or shown, at no increase in cost to the City.

## **2.13 INQUIRIES**

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: "**RFQ No. 2019-09 – Architectural & Engineering Services and Related Disciplines for the Downtown Doral Cultural Center.** If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFQ must submit them via email on or before **12:00 pm noon February 15<sup>th</sup>, 2019**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

## **2.14 ATTACHED FORMS**

### **2.14.1 Non-Collusion Affidavit**

Each Proposer shall complete the Non-Collusion Affidavit and shall submit the executed form with the Bid submittal. City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Request for Proposal, the Party certifies the Bidder has not divulged, discussed or compared his response with other Parties and has not colluded with any other Proposers or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Proposer thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

**2.14.2 Americans with Disabilities**

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

**2.14.3 Compliance with Equal Employment Opportunity**

The Proposer shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Proposer has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

**2.14.4 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

**2.14.5 Tie Bids Form**

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids /proposals will be followed if none of the tied vendors have a drug free workplace program.

**The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.**

**END OF SECTION**

## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 PROJECT DESCRIPTION**

The City of Doral is soliciting Requests for Qualifications from interested parties and/or firms for the provision of providing professional engineering/architectural, permitting and construction phase services that include but are not limited to the design and preparation of construction plans and specifications, construction bid evaluation, and construction inspection and management (the "services") for the Downtown Doral Cultural Center and supporting infrastructure including utilities.

The project referenced as part of this Request for Qualifications ("RFQ") principally consists of construction services associated with the development of a 9,000 square foot Cultural Arts Center and surrounding park space for the 1.44 acre triangle shaped parcel located between the existing Downtown Doral Park and the intersection of NW 53rd Street and NW 53rd Terrace. The Downtown Doral Cultural Center will serve to celebrate the unique culture of Doral, as well as the variety of cultures, arts, and experiences embraced by the city's residents. The building will include a large art gallery space, flexible multi-purpose room, multiple outdoor courtyards, catering area, dedicated vehicular drop-off area and public restrooms. In addition, the construction of this facility will expand the size of the City's existing Downtown Doral Park providing visitors with access to additional site amenities such as an accessible rooftop plaza, amphitheater green roof terrace, multi-purpose greenspace, public art, public garden spaces, and additional seating areas.

The City anticipates that the project outlined in this solicitation will be delivered through a Design/Bid/Build delivery method.

Please refer to attachment "C" made part of this RFQ which is provided for informational purposes only, in an effort for the interested firms to get familiarized with the project scope. This attachment is not to be used for permitting or estimating purposes.

The building will seek Florida Green Building Certification "FGBC".

#### **3.2 PHASES OF PROFESSIONAL SERVICES**

The Professional Services shall include disciplines of but are not limited to architectural building, park design, environmental, recreation building, utilities, landscape architect and be broken down into the following phases of service:

- 3.2.1 Design Phase – The selected firm/individual shall prepare and complete a final design (“permit ready drawings”) based on the previously adopted conceptual design found in Exhibit “B” within the timeframe outlined in Exhibit “C” upon issuance of a Notice to Proceed.
- 3.2.2 Construction Plans Phase – The selected firm/individual will be responsible for preparing the construction documents. Please refer to Exhibit “C” for further details.
- 3.2.3 Construction Bid Evaluation Phase – The selected firm/individual will be responsible for reviewing bidders’ schedule of values and suggesting any value engineering for the project. Please refer to Exhibit “C” for further details as an example.
- 3.2.4 Construction Management- The selected firm/individual may be responsible for the planning, coordination, and control of the project from beginning to completion. Please refer to Exhibit “C” for further details.

**Firm/individual awarded shall consider all disciplines, details and information on Exhibit “C”.**

### **3.3 REQUIREMENTS**

- 3.3.1 The Respondent understands that significant time and financial resources has been invested in this conceptual design to ensure operational functionality and will not propose any significant changes to the conceptual plan as part of this submittal.

### **3.4 CONTRACT CHANGES**

The City reserves the right to delete, add or revise items and services under this RFQ at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items added or revised must be mutually agreed upon in writing by awarded proposer and the City Manager his/her designee.

### **3.5 CONTRACT CANCELLATION**

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded proposer, and Awarded proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

### **3.6 SUB-CONTRACTING**

Neither party to the Contract shall assign the Contract or subcontract it as a whole or in part thereof without the written consent of the other, nor shall the Proposer assign any monies due

or to become due to him hereunder, without the previous written consent of the contracting City Manager.

**3.7 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS**

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the successful Proposer, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The successful Proposer's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the successful Proposer is within the City limits to ensure safety rules are not being violated.

**3.8 REFERENCES**

As part of the RFQ evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of a RFQ constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

**3.9 BACKGROUND INFORMATION**

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence

available to it as to the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

### **3.10 METHOD OF ORDERING**

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

### **3.11 PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal using the bolded headings given below. In preparing proposals, Proposers should assume that the city has no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner. Expensive binding, elaborate artwork, or other embellishments that improve a proposal's appearance without effecting its content are discouraged.

Additionally, Proposers may not make reference to information in previous proposals or bids submitted to the City.

- **TAB 1: Letter of Transmittal** - This letter will summarize in a brief and concise manner the following:
  1. Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
  2. The letter must name all persons or entities interested in the proposal as principals.
  3. The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.
  4. Identify all the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
  5. The Letter of Transmittal must be signed by an authorized agent of the firm and indicate the agent's title or authority.
- **TAB 2: Table of Contents** - Include a clear identification of the material by section and/or by page number.
- **TAB 3: Firm Background** – Background, qualifications and experience of the firm. The submission should include:

1. Details on the qualifications of the applicant/ firm, including documentation of the applicant(s) previous experience with similar work related to municipal design services to local governments during the past ten (10) years. Include firm's size, structure, location of management and charter authorization and licenses to do business in the State of Florida. Also, include the firm's national, statewide and local service capabilities. Individual applicants must demonstrate clear capability of experience, schedule capability and references.
2. Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
3. Describe any other business affiliations (e.g., subsidiaries, joint ventures, arrangements).
4. Identify the types of accounts (design specialty) primarily serviced by your firm.
5. Provide any information on the firm if it has ever been sanctioned, fined or any other legal or license related action has been taken upon it.

**Note:** Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

6. List all memberships in trade associations and member involvement.
7. Provide location of the firm's offices within South Florida (Miami-Dade, Broward, Palm-Beach County). If the firm currently does not have offices within South Florida, provide a plan demonstrating the firm's willingness to create an office within South Florida for the duration of the project.

➤ **TAB 4: Experience**

1. Provide details on the qualifications of the applicant's key individual(s) including the project manager who will perform the work; including education, experience and specialized knowledge and expertise in municipal design services and permitting to local governmental entities and experience in similar work.

2. Describe your firm's and project manager's relevant experience within Miami-Dade County.
3. Describe your firm's and project manager's experience working on third party green building certification projects and progress environmental and sustainability initiatives. List the firms/individuals successfully completed projects comparable in design, scope, size, and complexity, undertaken in the past five (5) years that achieved third party green building certification (i.e. LEED, Florida Green Building Certification, Green Globes...etc.).
4. Provide five client references (public references preferred) including client name, contact personnel, address, phone number, length of time you have provided services and list of any other related services provided.
5. Provide at least three (3) examples of your firm's relevant experience in park site and cultural center design and engineering as contemplated herein. Include facility name, address, agency, construction budget, firm's duties under this project, firm's compensation for this project, and completion date.
6. Provide proof of initial cost estimates of all park and cultural center projects the firm has designed in the last ten (10) years and the final actual cost of all projects.
7. Provide and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during the past five (5) years.

➤ **TAB 5: Personnel**

1. Provide a summary organizational chart showing your team. Identify the primary contact/project manager and describe the roles of each key person.
2. Provide a spreadsheet showing all key professional who will be directly responsible for services to the City. Include the following information; title, number of years at your firm, total number of years of experience with public entities, professional designations or licenses and peer review evaluations.

➤ **TAB 6: Approach and Discipline**

1. Describe your firm's approach/ methodology on this project.
2. Describe the type of deliverables you propose to present, and how the firm will communicate effectively with the City.
3. What are the primary strategies employed by your firm for adding value?

4. Briefly describe any additional feature, attributes or conditions, which the City should consider in selecting your firm.

➤ **TAB 7: Resumes**

1. Qualifications and experience of the individual(s) who will provide the services shall be shown on Resumes. Each resume shall be no more than one page. Members of the selection committee shall be instructed to disregard any information provided on additional pages.

**END OF SECTION 3**

**SECTION 4 – BID SUBMITTAL FORM: RFQ No. 2019-09**

*(Adjust and simplify as required by commodity being purchased)*

THIS PROPOSAL IS SUBMITTED TO:

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFQ and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____

- (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
  - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:
- Bidder: \_\_\_\_\_
- Address: \_\_\_\_\_
- \_\_\_\_\_
- Telephone \_\_\_\_\_
- Facsimile Number \_\_\_\_\_
- Attention: \_\_\_\_\_
8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

**STATEMENT**

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY \_\_\_\_\_, 20\_\_\_\_.

Person Authorized to sign Proposal: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Print Name)  
\_\_\_\_\_ (Title)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## **SECTION 5 – FORMS / DELIVERABLES**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

### **LIST OF ATTACHED FORMS:**

- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards

**Solicitation Response Form**

**BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.**

**Name:** RFQ No. 2019-09

**Title:** Architectural & Engineering Services and Related Disciplines  
for the Downtown Doral Cultural Center

**Due Date:** February 22<sup>nd</sup>, 2019 at 11:00 am

**Delivery Location:** City of Doral  
City Clerk's Office  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**Submitted by:** \_\_\_\_\_

(name of company and address) \_\_\_\_\_

\_\_\_\_\_

**PLEASE DO NOT TAPE BELOW THIS LINE**

---

**For Office Use Only:**

Date and Time Received:

Received by: \_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**  
**RFQ No. 2019-09**

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT**  
*(if different from address provided above):*

\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:**

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

**CONTACT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## BIDDER QUALIFICATION STATEMENT

### RFQ No. 2019-09

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

**ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

1. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Yearly Budget/Cost \_\_\_\_\_  
Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_
  
2. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Yearly Budget/Cost \_\_\_\_\_  
Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

END OF SECTION

**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)**

**RFQ No. 2019-09**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE CITY STATE ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public



**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by

\_\_\_\_\_, who is personally known to me or has produced

\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

State of Florida at Large

My Commission Expires:  
My Commission Number:



**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

**RFQ No. 2019-09**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is:

\_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 7, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_

SIGNATURE

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

\_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**RFQ No. 2019-09**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_ whose business  
address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its  
Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had no FEIN, include the  
Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ Or Produced  
Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_ My  
Commission Expires \_\_\_\_\_

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

## DRUG-FREE WORKPLACE PROGRAM

RFQ No. 2019-09

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that \_\_\_\_\_ does:

*(Name of Firm)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip





**CONE OF SILENCE CERTIFICATION**  
**RFQ No. 2019-09**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**TIE BIDS CERTIFICATION**  
**RFQ No. 2019-09**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date



ARCHITECTURE  
ENGINEERING  
PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR DESIGN  
CONSTRUCTION SERVICES

## 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.

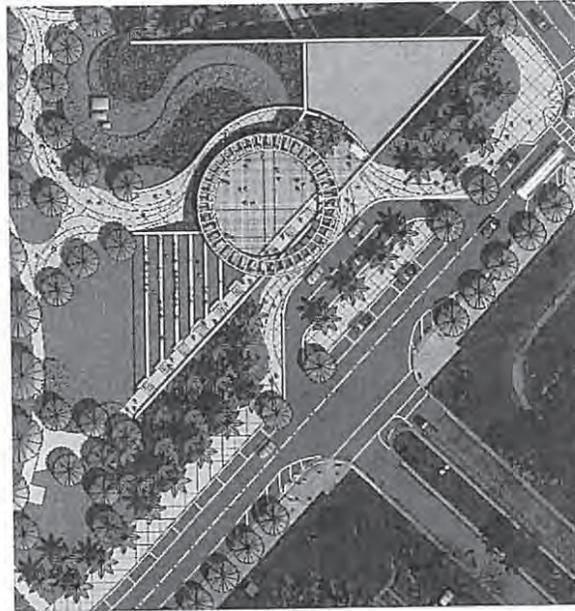


Figure 1

*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 53<sup>rd</sup> Street / NW 53<sup>rd</sup> 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 Client's 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:

- o Concrete testing for strength and slump;
- o Compaction test;
- o Welds if there is steel in the project; and,
- o 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
----------	--------------------------------------	---------------	-----

GRAND TOTAL PHASE 1 & 2 (TASK 1-6) \$ 635,268.00

---

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. 23-54**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN INCREASE TO THE EXISTING CONTRACT AMOUNT WITH BERMELLO-AJAMIL AND PARTNERS FOR ARCHITECTURAL AND ENGINEERING SERVICES AND RELATED DISCIPLINES FOR THE DORAL CULTURAL ARTS CENTER IN AN AMOUNT NOT TO EXCEED \$116,606.00 FOR A NEW TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$851,601.00; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on January 30, 2019, Request for Qualifications No. 2019-09 was issued for the architectural and engineering services and related disciplines for the Cultural Arts Center; and

**WHEREAS**, three (3) submittals were received and were subsequently scored and ranked by an evaluation committee on February 28, 2019; and

**WHEREAS**, the evaluation committee ranking determined that Bermello-Ajamil & Partners was the highest ranked firm; and

**WHEREAS**, on March 13, 2019, the Mayor and City Councilmembers approved Resolution No. 2019-59 awarding Request for Qualifications No. 2019-09 to Bermello-Ajamil & Partners and authorizing the 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 Cultural Arts Center in an amount not to exceed \$700,000.00; and

**WHEREAS**, On June 9, 2021, the Mayor and City Councilmembers approved Resolution No. 2021-129 authorizing the City Manager to execute the first amendment to the professional services agreement with Bermello- Ajamil & Partners to increase their contract amount to fund change order no.3 for extensive permitting efforts and the art in public places

requirement in the amount of \$34,995.00 for a new total not to exceed contract amount of \$734,995.00; and

**WHEREAS**, additional funding, in excess of, the approved awarded amount via Resolution No. 2021-129, is required due to extensions in construction from unforeseen conditions and market conditions following COVID-19, resulting in the requirement of Bermello-Ajamil & Partners to provide services for longer than initially projected as more particularly described in Exhibit "A", which expenses were accounted for and reflected in the budgeted construction amount shown in the bond update presentation to the City Council in February 2023, attached hereto as Exhibit "B"; and

**WHEREAS**, staff respectfully requests the approval from the Mayor and City Councilmembers to increase the existing contract amount with Bermello-Ajamil & Partners for the architectural and engineering services and related disciplines for the Doral Cultural Arts Center, in an amount not to exceed \$116,606.00 for a new total contract not to exceed amount of \$851,601.00; and

**WHEREAS**, funding for this increase has been identified and allocated in the Parks Bond Program Fund for this project, and no additional funding beyond what has been approved through the Parks Bond Program is being requested. Funding will be provided via the Parks Bond Fund account numbers 303.90005.500650 and 305.90005.500650 along with General Fund account 001.90005.500650.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 part hereof by this reference.

**Section 2. Approval.** The increase to the existing contract amount between the City of Doral and Bermello-Ajamil & Partners for the architectural and engineering services and related disciplines for the Doral Cultural Arts Center is hereby approved.

**Section 3. Authorization.** The Mayor and City Councilmembers authorize the increase to the existing contract amount between the City of Doral and Bermello-Ajamil & Partners in an amount not to exceed \$116,606.00 for a new total not to exceed contract amount of \$851,601.00 and authorize the City Manager to execute the Request for Additional Services attached hereto as Exhibit "A", and expend budgeted funds on behalf of the City in furtherance hereof.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 12 day of April, 2023.



CHRISTI FRAGA, 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:



VALERIE VICENTE, ESQ. for  
NABORS, GIBLIN & NICKERSON, P.A.  
INTERIM CITY ATTORNEY

# EXHIBIT “A”



- ARCHITECTURE
- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- INTERIOR DESIGN
- CONSTRUCTION SERVICES

**Doral Cultural Arts Center  
Request for Add Services – Construction Administration Service Extension  
03.21.2023**

**PART I DESCRIPTION**

---

The following is a request for additional services based on the DCAC construction duration extension, for the time required by BA and its sub consultants to perform said CA services until the completion of construction. As stipulated in our contract, under Task 6 Construction Administration Services, BA's construction administration services were based on a total of 390 calendar days. We began construction administration services with the review of shop drawings, submittals, and RFI's (as stipulated as part of the services under Task 6 on our contract) on December 15<sup>th</sup>, 2020, that included 22 submittals and 6 RFI's, that started the process of BA and our consultants receiving, reviewing, and submitting shop drawings, submittals and RFI's from the contractor, which continued each month thereafter, in advance of the construction activities onsite.

390 calendar days (as stipulated in the contract) from December 15<sup>th</sup>, 2020, finishes on January 9<sup>th</sup>, 2022. It is our understanding that the new construction completion will be the end of March 2023. Therefore, January 9<sup>th</sup>, 2022, to March 31<sup>st</sup>, 2023, equates 446 calendar days not originally in BA's contract, nor did our A/E fees account for this extension of CA time. The requested additional services fees requested below aligns with the level of construction administration work/effort outlined in our contract, but also accounts for the unprecedented construction industry impact of available materials and delays, and the lack of available products specified in our drawings and specifications which has required extensive additional time and effort for the review of different/substituted products, materials, submittals, etc. not originally accounted for in our contract.

**PART II COMPENSATION**

---

The Lump Sum for said additional services defined per above are as follows:

446-day construction schedule extension per BA contract:	\$134,390
--	-----------

*See the attached breakdown of fees for reference and hourly rates included in our contract for reference.*

**PART III SIGNATURES**

---

PMT Signature of Approval \_\_\_\_\_ Date \_\_\_\_\_  
name / position

City Signature of Approval \_\_\_\_\_ Date \_\_\_\_\_  
name/position

BA Signature of Approval Scott A. Bakos, Partner, PM  Date 03.21.2023  
name/position



## DORAL CULTURAL ARTS BUDGET SUMMARY 3/22/23

Doral Cultural Arts Center	Original Program Budget	Changes	Budgeted Total	Potential Change Orders	Total	Invoice to Date	Remaining Balance
Bermello-Ajamil & Partners	\$ 635,268.00	\$ 81,943.00	\$ 717,211.00	\$ 134,390.00	\$ 851,601.00	\$ 706,954.20	\$ 144,646.80
KVC Constructors	\$ 7,596,803.00	\$ 903,197.00	\$ 8,500,000.00	\$ 821,531.00*	\$ 9,321,531.00	\$ 8,500,000	\$ 821,531
AECOM	\$ 805,662.24	\$ 25,529.92	\$ 831,192.16	\$ -	\$ 831,192.16	\$ 831,192.16	\$ -
IT	\$ 540,000.00	\$ -	\$ 540,000.00	\$ 12,000.00	\$ 552,000.00	\$ 504,623.18	\$ 47,376.82
Permits	\$ 152,050.00	\$ -	\$ 152,050.00	\$ -	\$ 152,050.00	\$ 125,792.84	\$ 26,257.16
Precon Services	\$ 9,200.00	\$ -	\$ 9,200.00	\$ -	\$ 9,200.00	\$ 9,200.00	\$ -
FF&E	\$ 4,529.97	\$ -	\$ 4,529.97	\$ -	\$ 4,529.97	\$ 4,529.97	\$ -
AIPP*	\$ 115,825.00	\$ -	\$ 115,825.00	\$ -	\$ 115,825.00	\$ -	\$ 115,825.00
<b>Sub totals</b>	<b>\$ 9,859,338.21</b>	<b>\$ 1,010,669.92</b>	<b>\$ 10,870,008.13</b>	<b>\$ 967,921.00</b>	<b>\$ 11,837,929.13</b>	<b>\$ 10,682,292.10</b>	<b>\$ 1,155,637.03</b>

\* Additional \$50,000 held on this line for potential unforeseens' during project closeout.

\* The AIPP Budget shown was not spent as it was captured under the construction cost of work for KVC.

# EXHIBIT “B”



# Doral Cultural Arts Center (Project Summary)

PROJECTS	BEGIN PROCUREMENT PROCESS	NOTICE TO PROCEED DESIGN	NOTICE TO PROCEED CONSTRUCTION	SUBSTANTIAL COMPLETION	CLOSEOUT
DORAL CULTURAL ARTS CENTER	JUL 2019	SEP 2019	MAR 2021	OCT 2022	FEB 2023

DORAL PARKS BOND BUDGET SUMMARY						
DORAL FLORIDA AECOM		Original Program Budget	Budgeted Total	Projected Cost	Expended to Date	Project % Complete
Doral Cultural Arts Center		\$ 9,905,187.96	\$ 10,759,127.21	\$ 11,884,487.01	\$ 10,641,983.46	90%
<b>Funding Sources</b>						
General Obligation Bond			\$ 10,259,127.21			
General Funds Parks Account			\$ 500,000.00			

### Program Overview

The Doral Cultural Arts Center site is located between 53rd Street and 53rd Terrace, adjacent to the City of Doral Government Center. This facility will serve to celebrate the variety of cultures, arts, and experiences that make Doral so unique. Features will include a large art gallery space, a multi-purpose room, outdoor courtyards, area for catering, and public restrooms.

### Construction Summary

- Grand Opening and Ribbon cutting ceremony held in October 2022.
- Contractor began Punchlist/Final Completion October 2022.
- Contractor/Design Punchlist nearing completion, estimated to be complete in February.
- **Corrections at Sloped Landscape areas below Circular Trellis being coordinated with design teams.**
- Mechanical Systems that weren't functioning as intended have been corrected, tested, and balanced to parameters meeting design intent and public needs.

8363 NW 53rd St, Doral, FL 33166

