

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR DESIGN SERVICES ON THE MIAMI LAKES OPTIMIST PARK PROJECT, RFQ 2018-06 TO BERMELLO AJAMIL & PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED \$470,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the “Town”) approved a master plan for redevelopment of the Miami Lakes Optimist Park into a state-of-the-art recreational complex (“Project”); and

**WHEREAS**, the Town requires a design firm to assist in the planning, design, and implementation of the Project; and

**WHEREAS**, the Town issued a Request for Qualifications (“RFQ”) No. 2018-06 on November 27, 2017, for Design Services on the Miami Lakes Optimist Park Project; and

**WHEREAS**, the Town received eight (8) bids on the date of the bid opening, four (4) of which were deemed non-responsive for failing to include the requisite client references to qualify for award; and

**WHEREAS**, an Evaluation Committee (“Committee”) was appointed, comprising of (1) Tony Lopez, Chief of Operations for the Town, (2) Barbara Hernandez, Parks & Recreation Director for the City of Doral, (3) Don Decker, Director of Parks & Recreation for the City of

Weston, and (4) George Navarette, Former Director of County Parks, Recreation, and Open Spaces for Miami-Dade County; and

**WHEREAS**, the Committee met on January 29, 2018 to evaluate the qualifications of each firm and establish a ranking of the responsive proposals; and

**WHEREAS**, the Committee has determined that Bermello Ajamil & Partners, Inc. (“Bermello”) is the firm most qualified to provide Design Services on the Miami Lakes Optimist Park Project; and

**WHEREAS**, the Town and Bermello negotiated a fee of \$425,579.63 for Design Services on the Miami Lakes Optimist Park Project, which includes Bermello’s proposal price for design services of \$372,498.63 and the price of two (2) optional surveys at \$53,081.00; and

**WHEREAS**, the Town Manager recommends the approval of a contract for Design Services on the Miami Lakes Optimist Park Project to Bermello in an amount not to exceed \$470,000.00, which includes Bermello’s proposal price of \$372,498.63, the price of two optional surveys at \$53,081.00, and a contingency amount of \$44,420.37 for unforeseen circumstances; and

**WHEREAS**, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Bermello, for Design Services for the Miami Lakes Optimist Park Project, in an amount not to exceed \$470,000.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section 2.**     **Approval of the Contract.**     The Town Council hereby approves the award of a contract to Bermello in substantially the form attached hereto as Exhibit “A” for Design Services for the Miami Lakes Optimist Park Project in an amount not to exceed \$470,000.00.

**Section 3.**     **Authorization of Town Officials.**     The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Bermello for Design Services for the Miami Lakes Optimist Park Project.

**Section 4.**     **Authorization of Fund Expenditure.**     The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with Bermello.

**Section 5.**     **Execution of the Contract.**     The Town Manager is authorized to execute the contract, in substantially the form attached hereto as Exhibit “A,” with Bermello in an amount not to exceed \$470,000.00 and to execute any extension and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

**Section 6.**     **Effective Date.**     This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

---

Manny Cid  
MAYOR

Attest:

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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# **EXHIBIT A**

Agreement  
between the  
Town of Miami Lakes  
and  
**Bermello Ajamil & Partners, Inc.**  
for  
Design Services for Miami Lakes Optimist Park,  
RFQ 2018-06

**PROFESSIONAL SERVICES AGREEMENT  
DESIGN SERVICES FOR THE  
MIAMI LAKES OPTIMIST PARK PROJECT**

**2018-06**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Frank Mingo  
Councilmember Luis Collazo  
Councilmember Timothy Daubert  
Councilmember Ceasar Mestre  
Councilmember Nelson Rodriguez  
Councilmember Marilyn Ruano**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

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This Agreement made this \_\_\_\_ day of \_\_\_\_\_ in the year **2018** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Bermello Ajamil & Partners, Inc., hereinafter called the "Consultant."

### **RECITALS**

A. WHEREAS, the Town issued a Request for Qualifications ("RFQ") 2018-06 on November 6, 2017 for the provision of architectural and engineering design services ("Services") for the Miami Lakes Optimist Park project, and received Consultant's proposal ("Proposal") in response thereto, was selected as one of the most qualified for the provision of said Services. The RFQ, the Consultant's Proposal, and Consultant's subsequent Work Order Proposal are expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through action of the Town Manager or the Town Commission, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act), and the applicable provisions of the Town Procurement Ordinance, to provide the professional services as described herein.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

## **SECTION A - GENERAL TERMS AND CONDITIONS**

### **A1 DEFINITIONS**

#### ***A1.01 Additional Services***

"Additional Services" mean any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.

#### ***A1.02 Attachments***

"Attachments" mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

#### ***A1.03 Base Fee***

"Base Fee" means the amount of compensation mutually agreed upon for the completion of the Services under this Agreement.

#### ***A1.04 Basic Services***

"Basic Services" means those services designated as such in a Work Order.

#### ***A1.05 Consultant***

"Consultant" means the individual, partnership, corporation, association or any combination thereof, of properly registered professional architects, or engineers, which has entered into the Agreement to provide professional services to the Town.

**A1.06 Contractor**

“Contractor” means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the Town for construction

**A1.07 Errors**

“Errors” means items in the plans, specification or other documents prepared by the Consultant that are shown incorrectly, which results in a change to the Services or results in the need for the construction contractor to perform rework or additional work or which causes a delay to the completion of construction.

**A1.08 Errors and Omissions**

“Errors and Omissions” means design deficiencies in the plans, specification or other documents prepared by the Consultant, which must be corrected in order for the project to function or be built as intended.

**A1.09 Final Acceptance**

“Final Acceptance” means the acceptance of the plans, specification or other documents prepared by the Consultant by the Town, which will occur after the Town have reviewed the plans, specification or other documents and confirmed that the plans, specification or other documents incorporates all of the requirements of the Services and any comments previously provided by the Town.

**A1.10 Inspector**

“Inspector” means an employee or representative of the Town assigned by the Town to make observations of work performed by a Contractor.

**A1.11 Notice to Proceed**

“Notice to Proceed” means same as “Authorization to Proceed.” A duly authorized written letter or directive issued by the Town Manager or Procurement Manager acknowledging that all conditions precedent have been met or directing that Consultant may begin performing the Services.

**A1.12 Omissions**

“Omissions” means details of information are missing from the plans, specification or other documents prepared by the Consultant, which are necessary for the proper and safe completion of the Project.

**A1.13 Project Manager**

“Project Manager” means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this Agreement.

**A1.14 Professional Services**

“Professional Services” means those services within the scope of the practice of professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any professional engineer or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as “engineering services” or “professional services”, as applicable, which are within this definition.

**A1.15 Professional Services Agreement (“Agreement” or “PSA”)**

“Professional Services Agreement,” “Agreement,” or “PSA” means this Agreement and all attachments and any authorized amendments thereto. In the event of a conflict between the Request for Qualifications (“RFQ”) and the Consultant’s response thereto the RFQ will control. In the event of any conflict between

the Consultant's response to the RFQ and this PSA, this PSA will control. In the event of any conflict between this PSA and its attachments this PSA will control.

**A1.16 Project**

"Project" means the construction, alteration and/or repair, and all services and incidentals thereto, of a Town facility or property or other task/scope, as contemplated and budgeted by the Town. A Project will be further defined in the Scope of Services under the Agreement.

**A1.17 Scope of Services or Services**

"Scope of Services" or "Services" means a comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.

**A1.18 Subconsultant**

"Subconsultant" means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, or other professional specialty that has entered into a written agreement with the Consultant to furnish specified Services for work to be completed under the Agreement.

**A1.19 Town Council**

"Town Council" means the legislative body of the Town of Miami Lakes.

**A1.20 Town Manager**

"Town Manager" means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

**A1.21 Town or Owner**

"Town" or "Owner" means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town as a party to this Agreement. The Town of Miami will be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification means the Town Manager.

**A1.22 Wage Rates**

"Wage Rates" means the effective direct expense to Consultant on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

**A1.23 Work Order**

"Work Order" means a document approved and issued by the Town authorizing the performance of specific Professional Services for a Project(s) or task(s) under this Agreement.

**A1.24 Work Order Proposal**

"Work Order Proposal" means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

## **A2 PERFORMANCE**

### ***A2.01 Performance and Delegation***

The Services to be performed hereunder must be performed by the Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Project Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subconsultant.

### ***A2.02 Removal of Unsatisfactory Personnel***

The Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees work under this Agreement.

### ***A2.03 Consultant Key Staff***

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available for Services hereunder as long as said Key Staff is in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information as necessary to determine the suitability of proposed new Key Staff. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

### ***A2.04 Time for Performance***

The Consultant agrees to start all Services hereunder upon receipt of a Notice to Proceed or signed Work Order issued by the Town Manager and to complete each assignment, task or phase within the time stipulated in the Notice to Proceed or Work Order. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various assignments, tasks or phases may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time will not be cause for any claim by the Consultant for extra compensation.

### ***A2.05 E-Verify Requirements***

This Project requires the Consultant to comply with the Department of Homeland Security E-Verify program. Consultant and any Subconsultants must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant or Subconsultant during the term of the Agreement.

Consultant must provide documentation from Homeland Security verifying a new employee's eligibility, for itself or its Subconsultant, prior to the employee performing any Services under the Agreement.

## **A3 STANDARD OF CARE**

Consultant is solely responsible for the technical accuracy and quality of its services. Consultant must perform all services in compliance with Florida Administrative Code Rule 61G15-19.001(4) and section

471.033(1)(g) of the Florida Statutes. Consultant must perform due diligence, in accordance with best industry practices, in gathering information and inspecting a project site prior to the commencement of the Services. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, design, drawings, specification, and other Services furnished by the consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, designs, drawings, specification or other Services. Consultant will also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, or deficiencies in its reports, designs, drawings, specification or other Services.

#### **A4 SUBCONSULTANTS**

##### ***A4.01 General***

**A4.01-1** A Subconsultant, as defined in Article A1.18, is a firm that was identified as part of the consulting team in the competitive selection process by which Consultant was chosen to perform the Services under this Agreement, and as such, is identified and listed in Schedule 1.

**A4.01-2** A Specialty Subconsultant is a person or organization that has, with the consent of the Town Manager, entered into a written agreement with the Consultant to furnish unique or specialized professional services necessary for the Project(s) or task(s) described under Additional Services. Such Specialty Subconsultant will be in addition to those identified in Schedule 1.

##### ***A4.02 Subconsultant Relationships***

**A5.02-1** All Services provided by the Subconsultants must be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which must contain provisions that preserve and protect the rights of the Town under this Agreement.

**A5.02-2** Nothing contained in this Agreement creates any contractual or business relationship between the Town and any Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention or discharge.

##### ***A4.03 Changes to Subconsultants***

The Consultant cannot add, modify, or change any Subconsultant listed in Schedule 1 without prior written approval by the Town Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

#### **A5 DEFAULT**

##### ***A5.01 General***

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, Consultant will be liable to the Town for all expenses incurred by the Town in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the Town in the re-procurement of the Services, including consequential

and incidental damages. In the event of default, Town may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

#### ***A5.02 Conditions of Default***

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

**A5.02-1** Consultant fails to obtain or maintain the required insurance.

**A5.02-2** Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.

**A5.02-3** Consultant fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

#### ***A5.03 Time to Cure Default; Force Majeure***

Town through the Town Manager or designee will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

### **A6 TERMINATION OF AGREEMENT**

#### ***A6.01 Town's Right To Terminate***

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to Town Manager within ten (10) business days of termination. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Consultant until all documentation is delivered to the Town Manager or designee.

Consultant will have no recourse or remedy from a termination made by the Town except to retain the fees earned as compensation for the Services that was performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the Town, its officials or employees.

#### ***A6.02 Consultant's Right to Terminate***

Consultant will have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within sixty (60) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

#### ***A6.03 Termination Due to Undisclosed Lobbyist or Agent***

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 he or she has not

paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **A7 DOCUMENTS AND RECORDS**

### ***A7.01 Ownership of Documents***

All tracings, drawings, specifications, maps, computer files, reports and any other documents prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies are considered works made for hire and will, based on incremental transfer wherein the above will become the property of the Town upon payments made to Consultant or termination of this Agreement, without restriction or limitation on their use, and will be made available, on request, to the Town at any time during the performance of the Services or upon completion or termination of this Agreement. Consultant must not copyright any material and products or patent any invention developed under this Agreement. The Town has the right to visit the site where the Services are being provided at any time. The Consultant will be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project.

### ***A7.02 Delivery Upon Request or Cancellation***

Failure of the Consultant to promptly deliver all such documents, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

### ***A7.03 Use by the Town***

It is understood that all Consultant agreements and Work Orders for new work will include the provision for the re-use of plans and specifications, including construction drawings, at the Town's sole option, and by virtue of signing this Agreement the Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use. The Consultant will not be liable for re-use by the Town of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

### ***A7.04 Nondisclosure***

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services rendered by Consultant hereunder, and Consultant will require all of its employees and agents comply with the provisions of this paragraph.

### ***A7.05 Maintenance of Records***

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by



Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours.

Upon completion of or termination of the Agreement the Consultant, as stated in Chapter 199.701 of the Florida Statutes, transfer, at no cost, to the Town all public records in possession of the Consultant related to the Agreement 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 Town in a format that is compatible with the information technology systems of the Town.

## **A8 INDEMNIFICATION**

The Consultant must hold harmless, indemnify and defend the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant. The Consultant must pay all claims and losses of any nature whatsoever in connection therewith and will defend all project related suits, in the name of the Town when applicable, and must pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon Agreement price, or the Consultant's limit of, or lack of, sufficient insurance protection, and will apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultant, its agents, servants, or representatives.

## **A9 INSURANCE**

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town has approved such insurance.

### ***A9.01 Companies Providing Coverage***

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

### ***A9.02 Verification of Insurance Coverage***

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

### ***A9.03 Forms of Coverage***

#### **A9.03-1 Commercial General Liability and Automobile Liability:**

Consultant must maintain commercial general liability coverage with limits of at least \$500,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The coverage must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements, as applicable. Coverage must be written on a primary,

non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

**A9.03-2 Business Automobile:**

The Consultant must provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of \$300,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

**A9.03-3 Professional Liability Insurance:**

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$500,000 per claim, \$500,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of the construction and acceptance of any project covered by this Agreement.

**A9.03-4 Worker's Compensation Insurance:**

Consultant must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence.

**A9.03-5 Subconsultant's Compliance:**

The Consultant must ensure that all Sub-consultants comply with these same insurance requirements.

***A9.04 Modifications to Coverage***

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Consultant in accordance with Article 10.06 herein. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

**A10 MISCELLANEOUS**

***A10.01 Audit Rights***

The Town reserves the right to audit the Consultant's accounts during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

***A10.02 Entire Agreement***

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed in accordance with the requirements of the Agreement. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any subsequent or other breach of any provision of this Agreement.

### ***A10.03 Successors and Assigns***

The performance of this Agreement must not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant and the Town each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

### ***A10.04 Truth-In-Negotiation Certification***

In compliance with the Consultant's Competitive Negotiation Act, for any Project to be compensated under the Lump Sum method, the Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the Town determines the project price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

### ***A10.05 Applicable Law and Venue of Litigation***

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Article A8, where Consultant must pay the Town's reasonable attorney's fees.

### ***A10.06 Notices***

Whenever either party desires to give written notice to the other relating to the Agreement, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami:

Alex Rey  
Town Manager  
6601 Main Street  
Miami, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

With a copy to:

Raul Gastesi  
Town Attorney  
6601 Main Street  
Miami, Florida 33014  
[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

For Consultant:  
Kirk J. Olney, RLA  
Project Manager  
Bermello Ajamil & Partners, Inc.  
2601 South Bayshore Drive,  
Suite 1000,  
Miami, Florida 33133  
[kolney@bermelloajamil.com](mailto:kolney@bermelloajamil.com)

#### ***A10.07 Interpretation***

The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular 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.

#### ***A10.08 Joint Preparation***

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

#### ***A10.09 Priority of Provisions***

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

#### ***A10.10 Mediation - Waiver of Jury Trial***

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the performance of the Services, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

#### ***A10.11 Compliance with Laws***

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Consultant represents and warrants that there will be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

**A10.11-1 Non-Discrimination:**

Town warrants and represents that it does not and will not engage in discriminatory practices and that there will be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**A10.11-2 OSHA Compliance:**

The Consultant warrants that it will comply with all OSHA and other safety precautions as required by federal, state or local laws, rules, regulations and ordinances.

**A10.11-3 ADA Compliance:**

Consultant will affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, the Consultant will take affirmative steps to insure nondiscrimination in employment of disabled persons.

***A10.12 No Partnership***

Consultant is an independent contractor. This Agreement does not create a joint venture, partnership or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

***A10.13 Discretion of Town Manager***

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

***A10.14 Resolution of Disputes***

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A11.06, Notices. Consultant must, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit such appeal of the written finding will constitute acceptance of the finding by the Consultant. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant must submit their dispute in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding will constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Commission approval; or
- (iii) Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

***A10.15 Contingency Clause***

Funding for this Agreement is contingent on the availability of funds and continued authorization for activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days' notice.

***A10.16 Third Party Beneficiary***

Consultant and the Town 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.

***A10.17 No Estoppel***

Neither the Town's review, approval or acceptance of, or payment for Services performed under this Agreement will 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 the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the 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.

**END OF SECTION**

## **SECTION B - SPECIAL TERMS & CONDITIONS**

### **B1 TERM**

The term of this Agreement will be effective with the execution of the Agreement and terminate upon final payment being made to the Consultant.

### **B2 SCOPE OF SERVICES**

#### ***B2.01 General***

The Consultant will assist in the planning, design, and implementation of the Project, which includes, but is not limited to, providing analysis of the project, design documents, construction documents, permitting assistance, bid assistance and construction administration services as further defined herein. The Town anticipates, without limiting, the Project will require design services within the following disciplines: general architecture, civil engineering, mechanical, electrical, plumbing architecture, and landscape architecture. Consultant will provide these services in accordance with Section 287.055 of Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

The Consultant agrees to provide comprehensive Professional Services in accordance with all applicable laws, building and environmental regulations, including the Florida Building Code, Miami-Dade County School Board regulations, as applicable, and the Town Code of Ordinances, as set forth herein and in the RFQ. The Consultant must maintain adequate staff of qualified personnel dedicated to the Project at all times to ensure its performance as specified in the Agreement.

The Consultant will, at a minimum, provide the following services, as further defined in this Section:

- Review the conceptual design by MC Harry & Associates, attached hereto as Exhibit A, together with on-site assessments;
- Conduct a preliminary assessment to analyze the Project for potential issues that need to be addressed;
- Provide project scopes, costs, and schedules for review and approval by Town staff;
- Design the most effective method to accomplish the Project based on the Town's provided budget for the Project;
- Coordinate with pertinent regulatory agencies and stakeholders, and obtain all necessary permits;
- At the Town's request, phase the work required to complete the Project so that the Project is designed and constructed in the most logical, efficient, and cost-effective manner;
- Prepare opinions of probable cost for the full build out and for each phase of the Project, if the Project is to be completed in phases;
- Provide all final deliverables, such as plans, specifications, reports, calculations, permits and other documents as required by this RFQ or Attachment A;
- Attend project update meetings, as appropriate, based on scope/agenda topics;
- Provide assistance during solicitation process (pre-bid meetings, responding to prospective bidder's inquiries, bid opening, bid review, plan revisions, etc.); and
- Provide Construction Administration services, including construction contract closeout.

The Consultant may be required to perform all or some of the services presented in this Agreement, depending on the needs of the Town. The Town shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by civil engineers, and for which the Consultant is experienced, qualified and able to perform.

#### ***B2.02 Basic Services***

The Consultant agrees to provide comprehensive Professional Services in connection with the Project, which include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the Town and other agencies having an interest or jurisdiction over the Project.
- Prepare short and long-term planning documents, master plans, or provide input to the Town's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the Town.
- Prepare formal or informal feasibility studies as necessary to assist the Town in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the Town in obtaining permits from applicable agencies.
- Represent the Town with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the Town in the preparation of other related documents.
- At the Town's request, attend bid openings, prepare bid tabulation sheets, and assist the Town in the evaluation of bids or proposals.
- Assist in the issuance of addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the Town.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the Town arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the Town.
- Review as-built drawings provided by the construction contractor and provide written comments to the Town.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the Town's staff for the design, bidding, and construction management of municipal projects as requested by the Town.

At the Town's request, the Consultant will phase the Work required to complete the Project so that it is designed and constructed in the most logical, efficient, and cost-effective manner.



Consultant must coordinate with the residents as necessary to review, discuss and resolve the design and any issues that may arise. The Consultant must advise the Town of its plans to coordinate with residents for approval prior to engaging residents.

The Consultant must submit (1) electronic set of all documents in .pdf, .dwg & plot formats, three (3) full size copies, and two (2) copies in 11"x17" format of the drawings and specifications required under this Agreement at no additional cost to the Town. Consultant must not proceed with the next task of the Services until the documents have been approved, in writing, by the Town, and a Notice to Proceed with the next phase or task has been issued by the Town.

### ***B2.03 Development of Objectives***

Consultant must confer with representatives of the Town, the assigned Town representative (Town's Project Manager), and other jurisdictional agencies to develop several options for how the various elements of the Project will be designed and constructed.

Consultant must, utilizing a compilation of available documentation, confer with representatives of the Town, the designated Town representative, and other jurisdictional agencies in order to comprehensively identify aspects of the completed facility program that may require further refinement to attain the requisite detail of design development required to begin the Project or various phases/aspects of the Project. For clarity of scope, the items that need further development will be called Conceptuals and the remaining items will be called Designs.

Consultant may be required to prepare written descriptions of the various options and participate in presentations to multiple groups explaining alternative options. Sufficient detail must be provided to support the presentation materials.

Consultant must hire the appropriate Subcontractor to provide engineering support services which are not in-house. Field Surveys must include the location of all site structures including all utility structures and facilities. Consultant must also engage a soil testing firm to perform soil borings and other tests required for new construction work. The extent to which this Work will be needed must be based on the surveying and soil borings performed previously by the Town. Cost of the surveyor and soil engineering services that may be required must be billed as reimbursable expenses.

### ***B2.04 Schematic Design***

Consultant must prepare and present, in writing and at an oral presentation if requested, for approval by Town, a recommended course of action (RCA), Design Concept and Schematics Report, comprising Schematic Design Studies, including an identification of any special requirement affecting the Project, a Opinion of Probable Construction Cost, Project Development Schedule and review of Constructability Review reports.

An Opinion of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost and an evaluation of funding allocation. Such summary must be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation must comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Costs must be adjusted to the projected bid date. Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the Opinion of Probable Construction Costs exceeds allocated funds, the Consultant must update its documentation, at no additional cost to the Town, to reflect this reduced scope. Any "Opinion of Probable Construction Costs" prepared by Consultant represents a reasonable estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.

The Project Development Schedule must show the proposed completion date of each task of the Project through design, bidding, and post design services.

Constructability Review reports may be conducted by the Town and/or its consultants at design stages deemed necessary by the Town's Project Manager. Consultant may be requested, as a reimbursable expense, to provide additional copies of the deliverables for distribution, by Town, to others for this purpose. There must be an established deadline for review report submission back to Town. If required, the Consultant must provide written responses to all comments within two weeks and must maintain files of all related review reports and response reports. If necessary, Town may coordinate Constructability Review meetings with some or all of the reviewers with Consultant present to discuss specific issues. In addition to the Constructability Review process mentioned above, Town reserves the right to conduct a Peer Review of a Project documents at any design stage. Cost of such a Peer Review would be borne by Town. Any findings as a result of said Peer Review would be addressed by Consultant, and if requested by Town, would be incorporated into the design documents, at no additional cost to Town and no extension of time to the schedule.

### ***B2.05 Design Development***

From the approved Schematic Design documents, Consultant must prepare and present in writing, and at oral presentations, if requested, for approval by Town, separate Design Development Documents, updated Project Development Schedules, updated Opinions of Probable Construction Costs and a review of Constructability Review reports.

The Design Development Documents must consist of drawings (site plans, floor plans, elevations, and sections), outline specifications, and other documents.

Design Development consists of continued development and expansion of architectural and/or engineering Schematic Design Documents to establish the final project features of each element.

The updated Development Schedules must show the proposed completion dates of each milestone of the Project through design, bidding, construction and proposed date of occupancy. Consultant will also detail all long lead procurement items and equipment that will need to be purchased prior to the completion of Construction Documents.

Consultant must provide updated Opinions of Probable Construction Cost. If either Opinion of Probable Construction Cost exceeds allocated funds, Consultant must prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds. Consultant must update its documentation, at no additional cost to the Town, to reflect this reduced scope.

Consultant must provide updated Constructability Review reports.

### ***B2.06 Construction Documents***

Prior to authorizing the Consultant to proceed with preparation of Construction Document Development, the Town may establish and communicate to the Consultant a maximum sum for the cost of construction of the Project ("Maximum Cost Limit") if the Town has not done so at the time the Notice to Proceed was issued. If the Town has not advertised for bids within ninety (90) days after the Consultant submits the Final Design to the Town, the estimate of the cost of construction must be adjusted by Consultant. Notwithstanding anything above to the contrary, the Town may require the Consultant to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost or fee to the Town if all responsive and responsible bids received exceed the Maximum Cost Limit.

From the approved Design Development Documents, Consultant must prepare for written approval by the Town, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project.

Consultant must produce 30%, 60%, 90% and a permit set for review and approval by Town, which must include the following:

- a. A Drawing Cover Sheet listing an index of all number of drawings by each discipline. Drawings not included in the 30%, 60%, 90% and permit set review must be noted. Consultant must attach an index of all anticipated drawing sheets necessary to fully define the Project.
- b. The updated Project Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
- c. An updated Opinion of Probable Construction Cost in CSI format.
- d. Consultant may also be authorized to include in the Construction Documents approved additive and/or deductive alternate bid items.
- e. A Project Specifications index and Project Specifications with at least the 60% and permit set.
- f. Consultant must provide an index of all submittals required by the Contractor that clearly identifies submittals for which the Contractor is responsible for.
- g. Consultant must submit the special conditions separate from the technical specifications.
- h. Consultant must not proceed with further construction document development until approval of the previous plan submittals is received in writing from Town. Approval by Town must be for progress only and does not relieve Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. Consultant must resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The 90% Documents review (check) set must be returned to Town upon submission of Final Construction Documents and Consultant must provide an appropriate response to all review comments noted on these previously submitted documents.

### ***B2.07 Dry Run Permitting***

The Consultant must file and follow-up for all required permits at the earliest practicable time during the performance of the Services, the necessary portions of the Construction Documents for approval by Town, County, State and/or Federal authorities having jurisdiction over the Project by law or contract with the Town, and must assist in obtaining any such applicable certifications of permit approval by such authorities. The Consultant must promptly, at any time during the performance of the Work hereunder, advise the Town of any substantial increases in costs set forth in the Opinion of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of any permitting entities.

Upon completion of dry run permitting Consultant must provide three (3) full size sealed copies of the drawings and specifications. Consultant must also provide digital versions of the drawings in .dwg, .plt, and .pdf formats. The specification additional terms and conditions must be provided in both .pdf and .doc formats.

### ***B2.08 Bidding and Award of Contract***

#### **B2.08-1 Bid Documents Approvals and Printing**

Upon obtaining all necessary approvals of the Construction Documents, from authorities having jurisdiction, acceptance by the Town of the 100% Construction Documents and latest Opinion of Probable Construction Cost, the Consultant must assist the Town in obtaining bids, preparing and awarding the construction contract. The Town, for bidding purposes, will have the bid documents printed, or, at its own discretion, may authorize such printing as a reimbursable service to the Consultant.

#### **B2.08-2 Issuance of Bid Documents, Addenda and Bid Opening**

- a. The Town must issue the bid documents to prospective bidders.

- b. The Consultant must provide the Project Manager a bid form that contains the bid line items, estimated quantities, and units of measure.
- c. The Consultant will provide the Project Manager with the number of days required for the Contractor to achieve Substantial Completion.
- d. The Consultant must assist the Town in the preparation of responses to questions if any are required during the bidding period. All addendum or clarifications, or responses must be issued by the Town.
- e. The Consultant must prepare revised plans, at no cost to the Town, if any are required, for the Town to issue to all prospective bidders.
- f. The Town will schedule a "Pre-Bid Meeting" on an as needed basis, for the Project. The Consultant may be required to attend any pre-bid meeting(s) and require attendance of Subconsultants at such meetings.

### **B2.08-3 Bid Evaluation and Award**

The Consultant must assist the Town in evaluation of bids. If the lowest responsive Base Bid received exceeds the total allocated funds for construction, the Town may:

- 1. Approve an increase in the Project cost and award a Contract;
- 2. Reject all bids and re-bid the Project within a reasonable time with no change in the Project, or additional compensation to the Consultant;
- 3. Direct the Consultant to revise the scope of construction, and rebid the Project. The Consultant must, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the total authorized construction budget. The Town may exercise such option where the bid price exceeds 10% of the fixed construction budget provided to the Consultant and as may be modified by the Town and the Consultant prior to soliciting bids.
- 4. Suspend, cancel or abandon the Project.

### ***B2.09 Administration of the Construction Contract/Post Design Services***

#### **B2.09-1**

The Construction Phase will begin with the award of the construction contract and will end when the Consultant has provided to the Town all post construction documents, including Contractor As-Built drawings, Consultant's record drawings, warranties, guarantees, operational manuals, and Certificate(s) of Occupancy have been delivered to the Town and the Town approves the final payment to the Consultant. During this period, the Consultant must provide administration of the construction contract as provided by this Agreement, and as provided by law.

#### **B2.09-2**

The Consultant, as the representative of the Town during the Construction Phase, must advise and consult with the Town and must have the authority to act on behalf of the Town to the extent provided in the terms and conditions of the construction contract and their Agreement with the Town.

#### **B2.09-3**

The Consultant must visit the site to conduct field observations, at a minimum twice a week, to ascertain the progress of the Project and must visit the site as appropriate to conduct field inspections to ascertain the progress of the Project and determine, in general, if the work is proceeding in accordance with the Contract Documents. The Consultant must provide any site visits necessary for certification if required by the authorities having jurisdiction. The Consultant

must report on the progress the Work, including any defects and deficiencies that may be observed in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement. The Consultant will be responsible for writing minutes of all meetings and field inspections report it is asked to attend, as well as the distribution of the minutes. Consultant and Subconsultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. The Consultant will not be held responsible for the Contractor's or subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the contract unless such failure of performance results from the Consultant's acts or omissions.

#### **B2.09-4**

The Consultant must furnish the Town with a written report of all observations of the Work made by Consultant and require all Subconsultants to do same during each visit to the Project. The Consultant must also note the general status and progress of the work. The Consultant must submit the reports in a timely manner. The Consultant must ascertain that the work is acceptable to the Town. Consultant must assist the Town in ensuring that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings. Copies of the field reports must be attached to the monthly Professional Services payment request for construction administration services. The Consultant's failure to provide written reports of all site visits or minutes of meeting must result in the rejection of payment requests and may result in a proportional reduction in Construction Administration fees paid to the Consultant.

#### **B2.09-5**

- a. Based on observations at the site and consultation with the Town, the Consultant must determine the amount due the Contractor based on the pay for performance milestones and must recommend approval of such amount as appropriate. This recommendation must constitute a representation by the Consultant to the Town that, to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated and that, the quality of the work is in accordance with the contract and the Contractor is entitled to amount stated on the requisition subject to: a detailed evaluation of the work for conformance with the contract upon substantial completion;
- b. the results of any subsequent tests required by the contract;
- c. minor deviations from the contract correctable prior to completion;
- d. any specific qualifications stated in the payment certificate and further that the Contractor is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.

Prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the Town on the status of the work relative to the Construction Schedule, which must be attached to the Contractor's Requisition. Such statement must be prepared immediately following the requisition field meeting and must not be cause for delay in timely payment to the Contractor. By recommending approval of a Payment Certificate, the Consultant must not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used money paid on account of the Construction Contract Sum.

#### **B2.09-6**

The Town must be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant must render interpretations necessary for the

proper execution or progress of the work upon written request of either the Town or the Contractor, and must render written decisions, within maximum of ten (10) calendar days, on all claims, disputes and other matters in question between the Town and the Contractor relating to the execution or progress of the work. Interpretations and decisions of the Consultant must be consistent with the intent of and reasonably inferable from, the Contract Documents and must be in written or graphic form.

**B2.09-7**

The Consultant must have the authority to recommend rejection of work, which does not conform to the Contract Documents. Whenever, in his/her reasonable opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, the Consultant will have the authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated and/or delivered to the Project, or installed and completed.

**B2.09-8**

The Consultant must promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the Contractor. Changes or substitutions to the construction documents must not be authorized without concurrence of the Town. The Consultant must have a maximum of ten (10) calendar days from receipt of shop drawings, samples, RFI's or other submittals by the Contractor, to return the shop drawings or submittals to the Contractor with comments indicating either approval or disapproval. Consultant must provide the Contractor with a detailed written explanation as to the basis for any rejection.

**B2.09-9**

The Consultant must initiate and prepare required documentation for changes as required by the Consultant's own observations or as requested by the Town, and must review and recommend action on proposed changes. Where the Contractor submits a request for Change Order or Change Proposal request, the Consultant must, within ten (10) calendar days, review and submit to the Town, his/her recommendation or proposed action along with an analysis and/or study supporting such recommendation.

**B2.09-10**

The Consultant must examine the work upon receipt of the Contractor's request for substantial completion inspection of the Project and must, prior to acceptance by the Town, recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project is substantially complete in accordance with the contract requirements. The Consultant must in conjunction with representatives of the Town and the Contractor prepare a punch list of any defects and discrepancies in the work required to be corrected by the Contractor in accordance with Florida Statute 218.735. Upon satisfactory completion of the punch list the Consultant must recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor. The Consultant must obtain from the Contractor upon satisfactory completion of all items on the punch list all necessary closeout documentation from the Contractor, including but not limited to all guarantees, operating and maintenance manuals for equipment, releases of liens/claims and such other documents and certificates as may be required by applicable codes, law, and the contract, and deliver them to the Town before final acceptance must be issued to the Contractor.

Consultant must attend a second substantial completion inspection if required.

**B2.09-11**

The Consultant must review the Contractor's "as built" drawings and submit them to the Town upon approval by the Consultant. The Contractor is responsible for preparing the "as built" drawings.

**B2.09-12**

The Consultant must monitor and provide assistance in obtaining the Contractor's compliance with its construction contract relative to 1) initial instruction of Town's personnel in the operation and maintenance of any equipment or system; 2) initial start-up and testing, adjusting and balancing of equipment and systems; and 3) final clean-up of the Project to assure a smooth transition from construction to occupancy by the Town.

**B2.09-13**

The Consultant must furnish to the Town the original documents, including drawings, revised to "as-built" conditions based on information furnished by the Contractor; survey, and specific condition. In preparing the "Record Set" documents the Consultant must rely on the accuracy of the information provided by the Contractor, including the Contractor's record drawings. Any certification required under this Agreement including the contents of "as-built" documents is conditioned upon the accuracy of the information and documents provided by the construction contractor. Transfer of changes made by "Change Authorization", "Change Order", "Request for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "Record Set". Changes made in the field to suit field conditions, or otherwise made by the Contractor for its convenience must be marked by the Contractor on the "Field Record Set" and transferred to the original contract documents by the Consultant. The original documents as well as the "Record Set" must become the property of the Town. A reproducible set of all other final documents will be furnished to the Town free of charge by the Consultant. The Consultant must furnish to the Town one complete set of "Record Set Drawings", in AutoCAD Version 2007 or such other format acceptable to the Town.

**B2.09-14**

The Consultant must prepare a statement of work completion and submit them to the Town and the Regulatory and Economic Resources Department (RER).

**B2.09-15**

The Consultant must assist the Town in the completion of the Contractor's performance evaluation during construction work and upon final completion of the Project.

***B2.10 Time Frames for Completion***

The timeframes for the completion of a Project and its phase or tasks are established in Schedule 1 attached hereto.

**B3 ADDITIONAL SERVICES*****B3.01 General***

Services categorized below as "Additional Services" may be specified and authorized by Town and are normally considered to be beyond the scope of the Basic Services. Additional Services must be authorized in a Work Order and will be compensated for as provided in Section C, Compensation and Payments.

***B3.02 Examples***

Except as may be specified in this Agreement, Additional Services may include, but are not limited to the following:

**B3.02-1**

Appraisals: Investigation and creation of detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by Town.

**B3.02-2**

Specialty Design: Any additional special professional services not included in the Scope of Services.

**B3.02-3**

Extended Testing & Training: Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Town's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer. Provide Commissioning Services as part of systems start-up.

**B3.02-4**

Major Revisions: Making major revisions to drawings and specifications resulting in or from a change in Scope of Work, when such revisions are inconsistent with written approvals or instructions previously given by Town and are due to causes beyond the control of Consultant. (Major revisions are defined as those changing the Scope of Work and arrangement of spaces and/or scheme and/or any significant portion thereof).

**B3.02-5**

Expert Witness: Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, providing, however, that Consultant cannot testify against Town in any proceeding during the course of this Agreement.

**B3.02-6**

Miscellaneous: Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice related to construction.

***B3.03 Additional Design***

The Town may, at its option, elect to proceed with additional design work, which must be handled in accordance with the requirement for Additional Services.

**B4 REIMBURSABLE EXPENSES**

***B4.01 General***

Reimbursable Expenses cover those services and items authorized by Town in addition to the Basic and Additional Services and consist of actual, direct expenditures made by Consultant and the Subconsultant for the purposes listed below. Transportation, travel and per diem expenses within Dade, Broward, or Palm Beach Counties must not be considered as reimbursable expenses under this Agreement.

Additional Reimbursable Expenses include, but are not limited to:



- a. Communications Expenses: Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between Consultant's various permanent offices and Subconsultant. Consultant's field office at the Project site is not considered a permanent office.
- b. Reproduction, Photography: Cost of printing, reproduction or photography, beyond that which is required by or of Consultant's part of the work, set forth in this Agreement.
- c. Surveys: Site surveys and special purpose surveys costs authorized by the Town.
- d. Geotechnical Investigation: Identifiable Soil Borings and Reports and testing costs authorized by the Town.
- e. Fees: All permit fees, review fees and other similar fees paid to regulatory agencies for approvals directly attributable to the Project.

#### ***B4.02 Subconsultant Reimbursables***

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant's agreement provides for reimbursable expenses and when such agreement has been previously approved, in writing, by the Town Manager and subject to all budgetary limitations of the Town and requirements of this Agreement.

**END OF SECTION**

## **SECTION C - COMPENSATION AND PAYMENTS**

### **C1 METHOD OF COMPENSATION**

The fees for Professional Services for the Project and each Work Order must be determined by one of the following methods or a combination thereof, at the option of the Town Manager or designee, with the consent of the Consultant.

- a) A Lump Sum, which may include not to exceed components in accordance with Section C4.01 below.
- b) An Hourly Rate, in accordance with Section C4.02 below and at the rates set forth in the Agreement.
- c) A Percentage of Construction Cost, in accordance with Section C4.03 below.

Work Orders for Additional services will be determined by one of the following methods or a combination thereof, at the option of the Town Manager or designee, with the agreement of the Consultant.

- a) A Lump Sum, which may include not to exceed components in accordance with C4.01 below.
- b) An Hourly Rate, in accordance with C4.02 below and at the rates set forth in the Agreement.

### **C2 COMPENSATION LIMITS**

The amount of compensation payable by the Town to Consultant will generally be a lump sum not to exceed fee, based on the rates and schedule established in Schedules 1 & 2; provided, however, that in no event will the amount of compensation exceed \$470,000.00 in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement.

Under no circumstances will the Town have any liability for Services performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount stated above, except where specifically approved in accordance with the Town's Procurement Ordinance, either by the Town Manager or Town Council, as applicable, as an increase to the Agreement and put into effect via an amendment to this Agreement.

### **C3 WAGE RATES**

#### ***C3.01 Fee Basis***

All fees and compensation payable under this Agreement must be formulated and based upon the certified negotiated Wage Rates stated in Schedule 2 of the Agreement. Said Wage Rates are the effective direct hourly rates, as approved by the Town, of Consultant and Subconsultant employees in the specified professions and job categories that are to be utilized to provide the services under this Agreement, regardless of manner of compensation.

Should the Consultant intend to utilize personnel or Subconsultants for the Project where the Wage Rates have not been established, the Consultant must request that the Town add the person or Subconsultant's wage rates to Schedule 2. The Town may require that the Consultant provide documentation substantiating the request.

#### ***C3.02 Employees and Job Classifications***

Form KS identifies the professions, job categories and/or employees expected to be used during the term of this Agreement. These may include engineers, landscape architects, professional interns, designers, CADD technicians, project managers, GIS and environmental specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Work, the Town reserves the right to recommend the use of Consultant employees at particular

Wage Rate levels. Consultant must not utilize any profession, job category or employees that do not appear on Form KS. Consultant must submit a request to the Town to add such to Form KS prior to utilizing said profession, job category, or employees for Services under this Agreement.

### ***C3.03 Multiplier***

For Work assigned under this Agreement, a maximum multiplier of 2.9 for home office and 2.4 for field must apply to Consultant's hourly Wage Rates in calculating compensation payable by the Town. Should the Consultant have an approved multiplier with the State of Florida or Miami Dade County, the Town may elect to utilize either of these multipliers should they be less than above stipulated rates. Said multiplier is intended to cover Consultant's employee benefits (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) and Consultant's profit, and overhead including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, stenographic, administrative and clerical support, management and supervisory responsibilities, time or travel and subsistence not directly related to a Project. The multiplier **must not be applied** to the Principal, owner, or partner of the Consultant except where they are preparing drawings or specifications, preparing a study report, or similar tasks.

The Town may request at any time during the term of the Agreement that the Consultant provide updated information to validate its multiplier. It is the responsibility of the Consultant to notify the Town whenever circumstances that will result in a change to the multiplier.

### ***C3.04 Calculation***

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for Additional Services requested by Town or where the Consultant proposes to add additional staff. Consultant must identify job classifications, available staff and projected man-hours required for the proper completion of tasks and/or groups of tasks, milestones and deliverables identified in a request for Additional Services.

### ***C3.05 Wage Rate Adjustments***

There will be no wage rate adjustments permitted under this Agreement.

## **C4 COMPUTATION OF FEES AND COMPENSATION**

The Town agrees to pay the Consultant, and the Consultant agrees to accept for Services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

### ***C4.01 Lump Sum***

Compensation for a Scope of Work will typically be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the Consultant. Lump Sum, and Lump Sum not to Exceed methods of compensation are the preferred methods of compensation. The Lump Sum or Lump Sum Not to Exceed Fees will be calculated utilizing the Wage Rates established in Schedule 2. Such Fee(s) will be subject to validation by the Town and the Town may request additional information to substantiate the Fee(s).

**C4.01-1 Lump Sum Fixed Fee:** must be the total amount of compensation to be paid to the Consultant for the Services performed on the Project, or phase or task of the Project or Work Order for Additional Services. Payments to the Consultant must be based on a percentage of completion basis.

**C4.01-2 Lump Sum Not to Exceed Fee** must establish the maximum amount of compensation to be paid to the Consultant for the Services performed on the Project as a whole, or a phase/task of the Project or Work Order issued for Additional Services. Payments to the Consultant must be based on the actual work effort required to complete the Project, phase or task.

**C4.01-3 Guaranteed Maximum Lump Sum:** must be the total maximum fee amount payable by Town wherein certain aspects, tasks or allowances may not be defined, quantified and calculated at the time of execution of the Agreement or Work Order issuance for Additional Services. A Guaranteed Maximum Lump Sum compensation may represent a combination of Fixed Fees for professional services and not to exceed allowances for Reimbursable Expenses or Additional Services.

**C4.01-4 Lump Sum Fee Adjustment:** Where the Town authorizes a substantial or material change in the Scope of Work, the Lump Sum Base Fee may be equitably adjusted by mutually consent of the parties, which must be reflected in an amendment to the Agreement.

#### ***C4.02 Hourly Rate Fees***

Hourly Rate Fees must be those rates for Consultant and Subconsultant employees identified in Schedule 2 Wage Rates. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the contract documents. The Town must have no liability for any fee, cost or expense above this figure. The Town will have no liability for any fee, cost or expense above this figure except the addition of the multiplier, which is identified as the “Loaded Hourly Rate”.

The Loaded Hourly Rate Fees will be used to quantify or calculate the complete nature, or aspects, tasks, man-hours, or milestones for a task, phase or Work Order for Additional Services. The Town may establish an allowance in a task, phase or Work Order for Additional Services that will serve as a Not to Exceed Fee for the Services to be performed on an Hourly Rate Basis.

Consultant must maintain records acceptable to the Town to track the hours of work performed by each person.

#### ***C4.03 Reimbursable Expenses***

Any fees for authorized reimbursable expenses must not include charges for any expenses identified in Article C3.03, Multiplier. All reimbursable services must be billed to the Town at direct cost expended by the Consultant. Town authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

The Town will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Town Manager or designee including, without limitation, detailed bills, itemized invoices and/or copies of cancelled checks.

Article C6 contains additional information on the payment of Reimbursable Expenses.

#### ***C4.04 Fees for Additive or Deductive Alternates***

The design of additive and deductive alternates contemplated as part of the original Scope for a Project as authorized by the Town Manager will be considered as part of Basic Services. The design of additive and deductive alternates that are beyond the original Scope of Work and construction budget must be authorized through a Work Order and must be billed to Town as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the Town Manager and the Consultant.

#### ***C4.05 Fees for Additional Services***

The Consultant may be authorized to perform Additional Services for which additional compensation and/or Reimbursable Expenses, as defined in this Agreement under Sections C4.03 and C4.05 respectively, may be applicable.

##### ***C4.05-1 Determination of Fee***

The compensation for such services will be one of the methods described herein: mutually agreed upon Lump Sum; Hourly Rate with a Not to Exceed Limit, or Percentage of Construction Cost.

##### ***C4.05-2 Procedure and Compliance***

An independent and detailed Work Order or an Amendment to a previously issued Work Order must be required to be issued and signed by the Town Manager for each additional service requested by the Town. The Work Order will specify the fee for such service and upper limit of the fee, which must not be exceeded, and must comply with the Town's regulations, including the Purchasing Ordinance, the Consultant's Competitive Negotiation Act, and other applicable laws.

#### ***C4.06 Payment Exclusions***

Consultant must not be compensated by Town for revisions and/or modifications to drawings and specifications, for extended construction administration, or for other work when such work is due to errors or omissions of Consultant as determined by Town.

#### ***C4.07 Fees Resulting from Project Suspension***

If a Project is suspended for the convenience of the Town for more than three (3) months or terminated without any cause in whole or in part, during any Phase, the Consultant must be paid for services duly authorized, performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation must be subject to renegotiations.

### **C5 PAYMENTS TO THE CONSULTANT**

#### ***C5.01 Payments Generally***

Payments for Basic Services may be requested monthly in proportion to Services performed during each Phase of the Work. Subconsultant fees and Reimbursable Expenses must be billed to the Town in the actual amount paid by Consultant. Consultant must utilize the Town standard Consultant Invoice Form that will be provided to the Consultant.

Payment will be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice, after receipt of Consultant's invoice, which must be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed. If Consultant is entitled to reimbursement of travel expenses, then all bills for travel expenses must be submitted in accordance with Section 112.061, Florida Statutes. Consultant must submit all requests for payment using the Town's standard Consultant Invoice form.

#### ***C5.02 For Comprehensive Basic Services***

For those Projects and Work Orders containing multiple phases or task, payments must not exceed the amount stipulated for each phase and the aggregate payment must not exceed the total value of the Agreement.

#### ***C5.03 Billing – Hourly Rate***

Invoices submitted by Consultant must be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When Services are authorized on an Hourly Rate basis, the Consultant must submit for approval by the Town Manager, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a Project, phase or task. Reimbursable Services Cost should then be added to the sum for the total charges for the personnel. The Consultant must attach to the invoice all supporting data for payments made to and incurred by Subconsultants engaged on the Project. In addition to the invoice, the Consultant must, for Hourly Rate authorizations, submit a progress report giving an update on the completion of the Project and/or the applicable phase or task.

## **C6 REIMBURSABLE EXPENSES**

### ***C6.01 General***

Reimbursable Expenses are those items authorized by the Town outside of or in addition to the Scope of Work as identified in the Work Order (as Basic Services and/or Additional Services) and consist of actual expenditures made by the Consultant and the Consultant's Subconsultants for the following:

#### **C6.01-1 Transportation:**

Identifiable transportation expenses in connection with the Project, subject to Section 112.061, Florida Statutes, as amended, excluding, however, all, general automobile transportation expenses within Miami-Dade, and Broward counties. Transportation expenses to locations outside the Miami-Dade-Broward-Palm Beach County area or from locations outside the Miami-Dade-Broward area will not be reimbursed unless specifically pre-authorized in writing by the Town Manager.

#### **C6.01-2 Travel and Per Diem:**

Identifiable per diem, meals and lodging, lodging, taxi fares and miscellaneous travel-connected expenses for Consultant's personnel are subject to Section 112.061 Florida Statutes as amended. Meals for class C travel inside Miami-Dade or Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating Consultant's employees from one of Consultant's offices to another office if the employee is relocated for more than five (5) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Governmental lodging or meals will not be reimbursed that result from travel within Miami-Dade, Broward or Palm Beach Counties. Travel and per diem expenses are subject to the prior approval of the Town Manager.

#### **C6.01-3 Communication Expenses:**

Identifiable communication expenses approved, in writing and in advance by the Town Manager, including long distance telephone, courier and express mail between the Consultant's various permanent offices. The Consultant's field office at the Project site is not considered a permanent office. Express mail or courier services are to be used only where there are significant time constraints.

#### **C6.01-4 Reproduction, Photography:**

Cost of printing, reproduction or photography, which is required by or of Consultant to deliver services, set forth in this Agreement.

#### **C6.01-5 Permit Fees:**

All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the construction Contractor.

***C6.02 Reimbursements to Subconsultants***

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Town Manager and subject to all budgetary limitations of the Town and requirements of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

Consultant, (**NAME OF FIRM**)

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Signature

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Signature

---

Print Name, Title

---

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Consultant Secretary  
(Affirm Consultant Seal, if available)

ATTEST:

**Town of Miami Lakes**, a municipal corporation of the  
State of Florida

---

Gina Inganzo, Town Clerk

---

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

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Raul Gastesi, Town Attorney



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**CERTIFICATE OF AUTHORITY**

**(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

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**NOTARIZATION**

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

## **SECTION D - FORMS & SCHEDULES**

### **FORM KS – KEY STAFF**

<b>NAME</b>	<b>JOB CLASSIFICATION</b>
R. Hollingworth	Project Director
K. Olney	Project Manager
T. Nuno	Landscape Designer
M. Zapata	Senior Engineer
C. Saltos	Engineer
T. Osborn	Sr. Architect
I. Dixon	Architect

### **SCHEDULE 1 – COMPENSATION SUMMARY & TIMEFRAME**

<b>Task No.</b>	<b>Major Task and/or Activity</b>	<b>Days to complete task from NTP</b>	<b>Fee Amount</b>
1	Kick off and Data Collection		\$15,082.00 (Lump Sum)
2	Schematic Design		\$46,740.00 (Lump Sum)
3	Design Development		\$64,491.00 (Lump Sum)
4	Construction Documents		\$139,038.00 (Lump Sum)
5	Permit Review		\$19,260.00 (Lump Sum)
6	Bidding and Award Services		\$13,843.00 (Lump Sum)
7	Construction Administration Services		\$74,044.00 (T&M)
	<b>Total Basic Services</b>		<b>\$372,498.00</b>
	<b>Reimbursable Expenses</b>		
	Optional Surveying Services		\$37,100.00 (Lump Sum)
	Optional Geotechnical Services		\$15,981.00 (Lump Sum)

**SCHEDULE 2 - WAGE RATES SUMMARY**

JOB CLASSIFICATION	BASE HOURLY RATE
Project Director	\$72.12
Project Manager	\$56.12
Landscape Designer	\$37.11
Senior Engineer	\$55.29
Engineer	\$37.33
Senior Architect	\$64.58
Architect	\$37.33
<b>Accepted Multiplier = 2.679</b>	

**EXHIBIT A – CONSULTANT’S WORK ORDER PROPOSAL**

## Miami Lakes Optimist Park

### Town of Miami Lakes

Proposal for Architectural, Landscape Architectural and Engineering Design Services

February 19, 2018

REVISED March 21, 2018

As requested, Bermello Ajamil & Partners, Inc. (B&A) is pleased to provide this Scope of Services to the Town of Miami Lakes (Client). The Client desires to retain B&A to provide the design services identified below for the project entitled **"Miami Lakes Optimist Park"**.

### PART I PROJECT DESCRIPTION:

The project site is approximately thirty acres and is located in the Town of Miami Lakes located at 6411 NW 162nd Street. The Town is the owner of the northern most eight acres of the park and the Miami Dade County School Board is the owner of the southern twenty two acres of the park site. The Town is authorized to make improvements to School Board property through a Joint Use Agreement.

These design services, scope and fee encompass improvements to the hatched area indicated in Figure 1 below.



Figure 1

The anticipated construction budget for the project is approximately \$4,000,000.00. The budget is the basis for this scope of services and fees. Additional design work associated with an increased construction budget above \$4,000,000.00 shall be provided as an additional service on a time and material basis. (B&A shall provide hourly rates for additional services billing)

The components of the project scope are as follows:

- Replace existing baseball/softball fields (5 diamonds) with associated elements: backstops, netting, fencing, dugouts, bleachers, drinking fountains, hose bibs, etc.
- Pre-fabricated/pre engineered restroom/concession building in the center of the sports fields
- Extend walkway around the site with exercise stations
- New sports field lighting (configured for new field layout and utilize existing poles where economically and functionally feasible)
- New walkway lighting (retrofit existing with LED)
- New lighted parking lot on the south side of the existing parking lot for club house
- Resurface four existing tennis courts
- Renovate four existing basketball courts
- Pre-fabricated/pre engineered air-nasium/band shell over one of the four basketball courts
- Re-grade ball fields for new layout and positive drainage
- Miscellaneous landscaping, seating and fountains, (shall utilize CPTED standards for landscape design)
- Landscape buffering along NW 67<sup>th</sup> Avenue
- New irrigation system over entire project site area (shall utilize existing system where economically feasible)
- Relocate and replace batting cages
- Potential telecommunications tower (location only)
- New open space areas for flexible use by football or soccer
- Evaluate alternatives for lighting Basketball and Tennis courts and under air-nasium structure (no construction drawings for lighting included)
- Evaluate existing open space drainage and provide alternative options (no drainage calculations)

The following is a detailed description of the various work tasks and associated scope of work.

## PART II SCOPE OF WORK

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### TASK 1.0 – KICK OFF / DATA COLLECTION

- 1.1. **Design Intent and Kick-Off Meeting** – B&A shall attend one (1) meeting with the Client to develop a shared vision for the project. 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 given. Client shall review and approve minutes prior to distribution.

- 1.2. Existing Data and Base Plan Development** – B&A shall collect necessary data from the Client such as base maps, surveys, list of any Town preferred vendors, aerial photographs, previous master plans (for reference only) and existing design criteria.
- 1.3. Inventory and Analysis** – B&A shall visit the site up to two (2) times in order to develop a better understanding of the site's opportunities and constraints and to evaluate the existing conditions. B&A shall provide the Client with a summary of the findings and observations.
- 1.4. Site Boundary and Topographic Survey – (OPTIONAL SERVICE)**  
Boundary Survey – to include locations of visible improvements, buildings, concrete walks, asphalt surfaces, fences, walls, light poles, all of NW 64 Avenue roadway, the Marina and facilities; ball diamonds, backstops, benches, tennis courts, basketball courts, batting cages, etc. trees, 4 inches and up, their type and diameter; larger trees to include drip line (spread). (Underground utilities are not included in this survey scope)  
  
Topographic survey – Elevations surveyed on a 25 foot grid. Irregular surfaces and structures that interrupt the grid pattern may be in-filled with random elevations to show surface water flow.
- 1.5. Geotechnical Testing – (OPTIONAL SERVICE)**  
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 will be backfilled with grout to the ground surface and the site will be restored to its original condition. The testing will be as follows:
- Perform two (2) SPT borings to depths of 30 feet below existing grades for the proposed restroom/concession building,
  - Perform two (2) SPT borings to depths of 50 feet below existing grades for the proposed air-nasium,
  - Perform four (4) percolation tests 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 our field study.
  - Perform laboratory classification testing on select soil samples. Laboratory testing will 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.
- 1.6. Previous Plan Review** – B&A shall review the previous plan prepared by M.C. Harry & Associates, (Color plan to be provided by Client) titled, Master Plan Option 2, December 2011, and provide the Client with a summary narrative of that review. The narrative shall include a critique of the plan's program and layout and potential alternative layout options.
- 1.7. Regulatory Development Requirements** – B&A shall review appropriate County, Town of Miami Lakes Land Development Regulations (LDR's) and the Miami Dade County School Board development regulations 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. Client shall review and approve minutes prior to distribution.

- 1.8. Miami Dade County School Board Meeting** – B&A shall meet with the Client and Miami Dade County School Board one (1) time to discuss the Board's needs for this facility and any specific limitations that may apply to the proposed program. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.

*Deliverables for Task 1.0 Kick Off / Data Collection – As a result of these tasks, B&A shall deliver the following:*

- One (1) 8 ½" X 11" black and white PDF of summary narrative of MC Harry Plan review
- One (1) 8 ½" X 11" black and white PDF of consolidated list of regulatory requirements
- One (1) 8 ½" X 11" black and white PDF of site inventory and analysis summary
- One (1) 8 ½" X 11" black and white PDF of meeting minutes (three (3) meetings)
- 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
- Two (2) 11" X 17" hard copies of Topographic and Boundary survey
- One (1) 24"X36" PDF and .dwg files of Topographic and Boundary survey

## **TASK 2.0 – SCHEMATIC DESIGN**

- 2.1. Schematic Design** – Based on direction given and themes discussed at the design intent meeting, onsite observations and LDR requirements, B&A shall develop Schematic Design Documents for the Clients approval. The Schematic Design Documents shall consist of drawings that depict the size and shape of hardscape finishes, sport field layout, conceptual grading and drainage of parking lot and connection to the roadway, conceptual demolition work of existing utilities and other infrastructure, conceptual utility plan (water and sewer), conceptual grading of open athletic fields and conceptual storm water design/analysis for the entire site, plant massings, location of site furniture and preliminary pre-fab restroom/concession building plans and air-nasium 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. B&A shall prepare an Opinion of Probable Construction Cost of the Schematic Design Documents. The cost estimate shall provide probable costs for both prefab and custom design options for both the restroom concession building and the Air-nasium. Should the Client determine that a custom design option is preferred, B&A shall provide a revised scope and fee to provide additional design services. Once the Opinion of Probable Cost is reviewed and accepted, a Conceptual Phasing Plan may be developed based on the Town's funding for the park.

- 2.2. Schematic Design Review Meeting** – B&A shall attend one (1) meeting 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 and 1.7 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 design. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.

*Deliverables for Task 2.0 Schematic Design – As a result of these 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
- One (1) 24"X36" PDF and .dwg files of Schematic Design Plans
- 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"X36" PDF and .dwg files of Conceptual Phasing Plan (if required)*

### **TASK 3.0 – DESIGN DEVELOPMENT**

- 3.1. 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 grading of open athletic field and conceptual storm water design/analysis, preliminary storm water calculations, preliminary grading and drainage of parking lot and connection to roadway, preliminary demolition work of existing utilities and other infrastructure and preliminary utility plan for the proposed bathroom facilities and concession stand and source for irrigation (water and sewer). The Design Development Documents shall also include outline specifications that identify major materials and establish in general their quality levels. B&A shall prepare an updated Opinion of Probable Construction Cost of the Design Development Plan Documents. B&A shall provide three (3) 24" X 36" color set of plans, sections and elevations for each area as well as PDF's and Cad files of the same.
- 3.2. Design Development Review Meeting** – If requested by the Client, B&A shall attend one (1) meeting 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. Client shall review and approve minutes prior to distribution.
- 3.3. Town of Miami Lakes Site Plan Approval** – If requested by the Client, B&A shall attend one (1) Site Plan Pre-Application meeting with Town staff. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.

*Deliverables for Task 3.0 Design Development – As a result of the above tasks, B&A shall deliver the following:*

- *One (1) 24" X 36" PDF and .dwg files 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 Project Development Schedule*
- *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 Miami Lakes Site Plan approval meeting minutes*

### **TASK 4.0 – CONSTRUCTION DOCUMENTS**

- 4.1. 50% Construction Drawings** – 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.

- 4.2. 50% Construction Drawings Review Meeting** – If requested by the town, B&A shall attend one (1) meeting to review the 50% CD's. 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. Client shall review and approve minutes prior to distribution.
- 4.3. 90% Construction Drawings** – 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 90% plans shall be suitable for submission to permitting agencies.
- 4.4. 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.
- 4.5. 90% Construction Drawings Review Meeting** – If requested by the town, B&A shall attend one (1) meeting to review the 90% CD's. 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. Client shall review and approve minutes prior to distribution.
- 4.6. 100% Construction Drawings** – Based on comments received and direction given on the 90% CD's and the Town'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.
- 4.7. 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 4.0 Construction Documents – As a result of the above tasks, B&A shall deliver the following:*

- One (1) 24" X 36" PDF and .dwg files of 50% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 50% Construction Drawings
- Two (2) 11" X 17" black and white hard copies of 50% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of Updated Opinion of Probable Construction Cost of 50% plans
- One (1) 24" X 36" PDF and .dwg files of 90% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 90% Construction Drawings
- Two (2) 11" X 17" 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 and .dwg files of 100% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 100% Construction Drawings
- Two (2) 11" X 17" 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 30%, 60% and 90% and permit review meetings
- One (1) 8 ½" X 11" black and white PDF Updated Project Development Schedule

## **TASK 5.0 – PERMIT REVIEW**

**5.1. Permit Review** – B&A shall make submittals for the required permit reviews outside the Town of Miami Lakes. 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
- Miami Dade County School Board

After completion of the permit review process from outside agencies, the design team shall coordinate with the Client for a meeting with Town reviewers for all disciplines. B&A shall lead the discussions in this meeting and record any comments or concerns from the Town's 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 execution of the contract for construction.

**5.2. Resubmittals** – B&A shall provide written responses to comments and provide signed and sealed drawings of changes associated with resolving a comment.

*Deliverables for Task 5.0 Permit Review – As a result of the above tasks, B&A shall deliver the following:*

- One (1) 24" X 36" black and white PDF and .dwg files of all revised construction documents
- Three (3) 24" X 36" black and white signed and sealed sets of all revised drawings
- Two (2) 11" X 17" black and white hard copies of all revised Construction 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 6.0 – BIDDING AND AWARD SERVICES**

**6.1. Suggested Contractor List** - B&A shall provide the Client with a list of potential contractors suitable for the project scope of work.

**6.2. 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.

**6.3. 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 6.0 Bidding and Award Services – As a result of the above tasks, B&A shall deliver the following:*

- One (1) 8 ½" x 11" list of potential contractors.
- One (1) 8 ½" X 11" black and white PDF of responses to Contractor's questions

## **TASK 7.0 – CONSTRUCTION ADMINISTRATION SERVICES**

**7.1. 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. 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 Submittal Exchange). 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.

**7.2. 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).

**7.3. Site Visits and Meetings** – B&A shall perform site visits up to four (4) times per month in conjunction with on-site/project meetings during the construction phase. (Estimated construction period of 8 months = 32 site visits/meetings) During the site visits, B&A shall become familiar with the progress and quality of the Contractor's work and to 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 afterwards.

**7.4. 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 five (5) 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.

**7.5. Final Completion Walk Through** – Upon notice from Contractor of completion of work and a final inspection has been complete by the Town'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 contractors 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 in accordance with

those rates stated in the attached Fee Proposal. Once the Contractor has provided a full copy of all as built plans, warranty and product information documents and maintenance manuals, the Consultant shall provide same such documents to the Client.

*Deliverables for Task 7.0 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 32)
- One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List

### **PART III COMPENSATION**

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**Tasks 1.0 through 7.0** – The fees for design services for Tasks 1.0 through 7.0 are as follows:

Task 1.0	Kick off and Data Collection	\$ 15,082.00	Lump Sum
Task 2.0	Schematic Design	\$ 46,740.00	Lump Sum
Task 3.0	Design Development	\$ 64,491.00	Lump Sum
Task 4.0	Construction Documents	\$ 139,038.00	Lump Sum
Task 5.0	Permit Review	\$ 19,260.00	Lump Sum
Task 6.0	Bidding and Award Services	\$ 13,843.00	Lump Sum
Task 7.0	Construction Administration Services	\$ 74,044.00	T&M

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<b>Sub-Total</b>	<b>\$ 372,498.00</b>
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**Reimbursable Expenses:**

Optional Surveying Services (Gibbs Land Surveyors)	\$ 37,100.00	Lump Sum
Optional Geotechnical Services (Geosol)	\$ 15,981.00	Lump Sum

*Printing and travel expense costs are included in the above fees to provide described deliverables and meetings. Additional prints and travel expenses for additional deliverables, meetings or site visits requested by the Client shall be billed at cost as an additional reimbursable expense.*

### **PART IV SERVICES NOT INCLUDED**

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

1. Entry and wayfinding signage design (scope includes developing an overall site signage location plan)
2. Additional meetings to the meetings described above
3. Additional or alternate design concepts after Schematic Plan is approved
4. Providing technical data for Contractor proposed substitutions
5. Meetings or presentations with neighborhood groups, residents or elected officials
6. Application fees for all permit applications
7. Land use changes, rezoning or special use permits
8. Any permitting associated with wetland impacts, protected species or hazardous materials
9. Any public involvement meetings, hearings or presentations
10. Aerials
11. Underground mapping
12. Any work associated with off-site utilities

13. Evaluation of the qualifications of bidders or persons providing proposals
14. LEED/Green Building Design Certification (assumes restroom/concession building does not meet threshold)
15. Low voltage structured cabling system design for telephone, data and security systems
16. Material testing
17. Environmental permitting,(includes Wetland Permitting, US Army Corps of Engineering Permitting, Water Side Permitting or Phase 1 or 2 Environmental Permitting)
18. Threshold or Special Inspections
19. Expert Testimony
20. CAD or .dwg produced files of Contractor provided as-built plans.
21. Bid tabulation form or calculations
22. Addenda during bidding



TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Consultant Name: **Bermello Ajamil**  
Contract No.:  
Date: 3/21/2018  
Work Order No: **N/A**

Project: **Town of Miami Lakes Optimist Park REVISION 3**  
Project No.:  
Description: **Optimist Park Fee Schedule**

	STAFF CLASSIFICATION																		
Job Classification	Project Director R. Hollingworth		Project Manger K. Olney		Landscape Designer T. Nuno		Senior Engineer M. Zapata		Engineer C. Saltos		Sr. Architect T. Osborn		Architect I. Dixon		Clerical		Staff Hours	Salary	Average
Assigned Staff	Rate:	\$72.12	Rate:	\$56.12	Rate:	\$37.11	Rate:	\$55.29	Rate:	\$37.33	Rate:	\$64.58	Rate:	\$ 37.33	Rate:	\$ 24.00	By	Cost By	Rate Per
Approved Rate	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Task
1 Kick Off / Data Collection	7	\$505	10	\$561	35	\$1,299	8	\$442	12	\$448	16	\$1,033	5	\$187	3	\$72	91	\$4,547.10	\$49.97
2 Schematic Design	12	\$865	10	\$561	60	\$2,227	43	\$2,377	50	\$1,867	16	\$1,033	60	\$2,240	3	\$72	194	\$11,242.29	\$57.95
3 Design Development	7	\$505	19	\$1,066	75	\$2,783	50	\$2,765	55	\$2,053	45	\$2,906	60	\$2,240	3	\$72	254	\$14,389.92	\$56.65
4 Construction Drawings	28	\$2,019	80	\$4,490	165	\$6,123	110	\$6,082	78	\$2,912	25	\$1,615	50	\$1,867	22	\$528	508	\$25,634.75	\$50.46
5 Permit Review	3	\$216	11	\$617	34	\$1,262	64	\$3,539	10	\$373	6	\$387	10	\$373	2	\$48	130	\$6,816.06	\$52.43
6 Bidding and Contract Award	7	\$505	13	\$730	38	\$1,410	4	\$221			4	\$258	9	\$336	3	\$72	69	\$3,532.03	\$51.19
7 Construction Administration	16	\$1,154	184	\$10,326	115	\$4,268	40	\$2,212	13	\$485	60	\$3,875	50	\$1,867	35	\$840	463	\$25,025.84	\$54.05
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Total Staff Hours	80		327		522		319		218		172		244		71		1,709		
Total Staff Cost		\$5,769.60		\$18,351.24		\$19,371.42		\$17,637.51		\$8,137.94		\$11,107.76		\$9,108.52		\$1,704.00		\$91,187.99	\$53.36

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and enter:

Estimate of Principal's Fee

Total hours/ hour = \$ -

- Notes:
- This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
  - Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
  - Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
  - Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.

Consultant Fee Proposal Form rev. 01/02/2015

1 - SUBTOTAL ESTIMATED FEE: multiplier 2.679

Subconsultant: **TRC (Structural)**  
Subconsultant: **K. DiDonato (Irrigation)**  
Subconsultant: **Delta G (MEP)**  
Subconsultant: **US Cost (Cost Estimating)**  
Principal's Fee (Name of Principal)

2 - SUBTOTAL ESTIMATED FEE:

Geotechnical Field/Lab Testing: **Geosol (Geotechnical)**  
Survey Fee (or Survey Crew Fee): **Gibbs Surveying (Survey)**  
Other Misc. Fee:

3 - SUBTOTAL ESTIMATED FEE:

Additional Services (Allowance)  
Reimbursables (Allowance)

GRAND TOTAL ESTIMATED FEE:

	\$244,292.63
	\$15,800.00
	\$8,000.00
	\$39,000.00
	\$65,406.00
\$	-
	\$372,498.63
	\$15,981.00
\$	37,100.00
	\$425,579.63
	\$425,579.63