

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
WITH
BROWNING DAY MULLINS DIERDORF**

This Second Amendment (the "Second Amendment") to the Professional Services Agreement with Browning Day Mullins Dierdorf., dated November 14th, 2015 (the "Agreement"), is made and entered into this 19 day of June, 2019, by and between the CITY OF DORAL, a Florida municipal corporation whose address is 8401 NW 53 Terrace, Doral, FL. 33166 (the "City"), and Browning Day Mullins Dierdorf ("BDMD"), an Indiana corporation whose address is 626 North Illinois Street, Indianapolis, Indiana, 46204 (the "Provider"). The City and the Provider may be referred to individually as a "Party" or collectively the "Parties."

RECITALS

WHEREAS, the City entered into the Agreement with Provider for the Parks System Master Plan Update (Resolution #15-151); and

WHEREAS, on October 11, 2017, the City Council approved Resolution # 17-182 approving an extension of services with BDMD for the conceptual design refinement of Doral Central Park; and

WHEREAS, as part of the design refinement for Doral Central Park, the City worked with BDMD on the programmatic components and amenities of the facility which included an outdoor event area; and

WHEREAS, during the 2019-20 Strategic Planning session, the City Council expressed the desire to reexamine the proposed outdoor event area and look at the option of enhancing this area to include an amphitheater; and

WHEREAS, the Provider's Proposal to develop conceptual design alternatives for the enhancement of the outdoor event area at Doral Central Park to include an amphitheater was deemed to be in the best interest of the City and approved by the City Council (Resolution # 19-142 incorporated as Exhibit "A"); and

WHEREAS, the City desires to engage the Provider, and the Provider desires to be engaged by the City, to develop conceptual design alternatives for the enhancement of the outdoor event area at Doral Central Park to include an amphitheater (the "Services"), pursuant to the terms of the Agreement, as modified by the terms of this Amendment.

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

ARTICLE I
SCOPE OF SERVICES

- 1.1 In addition to the services required under the Agreement, the Provider shall furnish the professional services to the City as set forth in the Scope of Services found in Exhibit "B" (the "Additional Services"), which is attached to this Second Amendment and incorporated herein and made a part hereof by this reference to the existing agreement.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project, which includes a breakdown of tasks, timeline and deliverables to the City.

Article II
Term

- 2.1 This Second Amendment shall become effective upon execution by both parties and shall remain in effect until completion of the "Project" and all Additional Services are provided to the City, or unless earlier terminated in accordance with Paragraph 8 of the Agreement. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within the original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete the Additional Services for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

Article III
Compensation

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

X An amount not to exceed THIRTY EIGHT THOUSAND TWO HUNDRED FORTY DOLLARS AND ZERO CENTS (\$38,240.00) plus a 10% contingency for a total not to exceed amount of FORTY TWO THOUSAND SIXTY FOUR DOLLARS AND

ZERO CENTS (\$42,064.00) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Use of contingency funds must be approved by City. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged. Provider must seek written approval from the City prior to the expenditure of any contingency funds.

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

Article IV
Miscellaneous

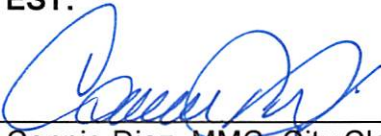
- 4.1.1 Except as expressly provided herein, the terms, conditions, covenants, agreements and understandings contained in the Agreement shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the City and Provider.
- 4.1.2 This Second Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR CITY:

CITY OF DORAL


ATTEST:

By: 

Connie Diaz, MMC, City Clerk

By: 

Albert P. Childress, City Manager

By: 

Luis Figueredo, Esq.
City Attorney

FOR PROVIDER:

BROWNING DAY MULLINS DIERDORF

ATTEST:
By: 

Title



Print Name

By: 

Title SENIOR ASSOCIATE



Print Name

Exhibit "A"
Scope of Services

BROWNING DAY MULLINS DIERDORF

LEADERSHIP + DESIGN

May 15, 2019

Barbara Hernandez
c/o Lazaro Quintero
City of Doral
8401 NW 53rd Terr
Doral, FL 33166
(305) 593-6600

via email: (Barbara.Hernandez@cityofdoral.com)
(Lazaro.Quintero@cityofdoral.com)

Re: Doral Central Park – Amphitheater Conceptual Design Alternatives
BDMD No. 15L080.G

Dear Ms. Hernandez:

Thank you for giving Browning Day Mullins Dierdorf (Architect) the opportunity to submit our proposed scope of services and fee proposal to amend our existing design agreement with the City of Doral (Owner) to include the conceptual exploration of three (3) different alternatives for the Amphitheater and Events Lawn areas in the final Master Plan for Doral Central Park. This letter outlines our understanding of how you wish to approach this project.

Please review the following Letter Agreement and let me know your thoughts so we can fine tune our approach to deliver the best value for your investment. This document will serve as the Letter of Agreement amending our existing PSA with the City.

I. PROJECT UNDERSTANDING

- A. Doral Central Park (DCP) is an 82-acre public park space located in the east central portion of Doral, Florida. The Final Master Plan for DCP proposes the development of an Events Lawn and Amphitheater as part of the program.
- B. A central feature of “The Grove” area at DCP is the Events Lawn, which is envisioned to be a large, flexible greenspace that provides the infrastructure necessary to hold a wide range of events.
- C. The Final Master Plan for DCP envisioned the Events Lawn to include an “open-air amphitheater” which would anchor the northern edge of the lawn along the lake and serve as both a performance stage during events and a shade structure/shelter during non-event usage.
- D. It is our understanding that the City of Doral would like to conceptually explore three (3) different design alternatives for the Events Pavilion structure:
 1. Open-air pavilion with a gently sloping “amphitheater” lawn.
 2. Open-air pavilion with a gently sloping “amphitheater” lawn that is at least partially shaded/covered by an overhead shade structure/roof.
 3. Partially enclosed amphitheater with structured/fixed terraced seating that is at least partially covered (similar to the Capital City Amphitheater in Tallahassee, Florida).

- E. Agreement between City of Doral (Owner) and Browning Day Mullins Dierdorf (Architect). The parties to this Agreement, effective the date shown above, hereby agree to and accept the following terms and conditions.

II. DESIGN SCOPE AND PROCESS

- A. **Kick-Off Teleconference** – Browning Day will facilitate a 1-hour kick-off teleconference with Department staff to confirm timelines, communication channels, and desired outcomes.
- B. **Council Workshop** – Browning Day will facilitate a 4-hour workshop on-site in Doral with the Doral City Council, the general public, and any stakeholders identified and coordinated by the Department to determine the appropriate design metrics (scale, architectural style, etc.) for each of the three (3) alternate design scenarios. The City will be responsible for securing the location of the meeting, identifying and inviting participants, and advertising the meeting per City ordinances. Browning Day will summarize the findings from this workshop in a memo format and submit to the Department for review prior to proceeding in to design refinement.
- C. **Development of Alternatives** – Based on the feedback and direction obtained in Task II.B, Browning Day will develop three (3) conceptual design alternatives for the proposed Amphitheater at Doral Central Park:
1. Open-air pavilion with a gently sloping “amphitheater” lawn.
 2. Open-air pavilion with a gently sloping “amphitheater” lawn that is at least partially shaded/covered by an overhead shade structure/roof.
 3. Partially enclosed amphitheater with structured/fixed terraced seating that is at least partially covered.

Each alternative will be accompanied by a structural design narrative, site implications narrative, and planning-level order of magnitude opinion of cost. In addition, Browning Day will develop/provide sketches, comparable imagery, and/or illustrations necessary to adequately convey the scale, location, and conceptual design intent of the proposed solutions. Browning Day will provide the Department with above information in memo-format and conduct a follow-up conference call with the Department to discuss the solutions. Browning Day will revise the alternatives one (1) time based on feedback obtained from this call.

- D. **Presentation of Alternatives** – Browning Day will present the findings of Task II.C to the Doral City Council, general public, and/or any stakeholders identified and coordinated by the Department for review and discussion. This meeting is expected to occur in a workshop format in the City of Doral and should allow for at least three (3) hours of review and discussion. At the conclusion of the workshop process, the Doral City Council will identify a preferred alternative to further refine and incorporate into the overall site master plan. The City will be responsible for securing the location of the meeting, identifying and inviting participants, and advertising the meeting per City ordinances. Browning Day will summarize the findings from this workshop in a memo format and submit to the Department for review.
- E. **Refinement of Preferred Alternative** – Browning Day will revise/refine the preferred alternative identified during Task II.D one (1) time prior to incorporating within the overall site master plan and master cost estimate for Doral Central Park.
- F. **Updating of Site Master Plan and Master Cost Estimate** – Upon approval of the final preferred alternative (Task II.E). Browning Day will update the existing, illustrative site master plan rendering for Doral Central Park to include the proposed alternative. Using information provided by RIB U.S. Cost, Browning Day will also update the existing master cost estimate for Doral Central Park to include any proposed alternative for the amphitheater and/or event lawn.

III. PROJECT TEAM

- A. Tim Wise, AIA will act as the Principal-in-Charge, responsible for the overall project design and coordination of the scope of Architect's work.
- B. Ryan P. Cambridge, PLA will serve as the Project Manager responsible for coordination and communication with the Owner and the Owner's representative(s).
- C. Jonathan Hess, AIA will serve as the Design Architect.
- D. John Dierdorf, AIA will serve as the Sports Architect.
- E. Christine Eaton, PLA will serve as the Senior Project Landscape Architect
- F. Other members of the Architect's staff will be added to the team, as required, to complete the project.
- G. Consultants:
 - 1. Stantec - Civil and Structural Engineering
 - 2. RIB U.S. Cost - Professional Cost Estimating

IV. COMPENSATION

- A. Fees:
 - 1. Architect proposes to provide the above scope of services for a lump-sum fee of THIRTY-EIGHT THOUSAND TWO HUNDRED FORTY Dollars (\$38,240.00), including required expenses unless otherwise explicitly noted herein. Following is a level-of-effort breakdown per project phase:

A. Kick-Off Teleconference:	\$730
B. Council Workshop:	\$6,510
C. Development of Alternatives:	\$21,240
D. Presentation of Alternatives:	\$3,890
E. Refinement of Preferred Alternative:	\$4,750
F. Updated Site Master Plan and Cost Estimate:	\$1,120
 - 2. Fees will be invoiced monthly based on a percentage complete.
 - 3. Payments are due and payable within thirty (30) days after the date of the Architect's invoice. Amounts unpaid thirty (30) days after the date of the Architect's invoice shall bear interest at the rate of 1.5 percent per month. The Owner agrees that the Architect may suspend services without liability if payment is not received within forty-five (45) days after the date of the Architect's invoice.
- B. Additional Stipulations:
 - 1. Browning Day Mullins Dierdorf maintains Professional Liability in the amount of Five Million Dollars (\$5,000,000.00).
 - 2. The Owner shall obtain property insurance written on a builder's risk "all-risk" or equivalent policy.
 - 3. Architectural Services required beyond the scope of work outlined in this proposal, and pre-approved by the Owner, will be provided on an hourly basis at hourly rates in effect when the work is performed. The following are current rates for Browning Day Mullins Dierdorf:

Project Director	\$185
Senior Project Manager	\$180
Project Manager	\$165

Senior Architect (Licensed)	\$165
Senior Landscape Architect (Licensed)	\$165
Senior Interior Designer (Licensed)	\$165
Project Architect (Licensed)	\$130
Project Landscape Architect (Licensed)	\$130
Interior Designer (Licensed)	\$130
Senior Design Associate	\$140
Design Associate 2	\$125
Design Associate 1	\$105
Intern	\$65
Principal	\$200
Associate Principal	\$200
Administrative	\$90

*Subject to annual increase. Approved overtime will be invoiced at 1.5 times the hourly rates

V. SCHEDULE

- A. We anticipate that this scope will take between four (4) to eight (8) weeks to complete, depending on Owner review timeframes, availability.
- B. We are prepared to begin work within a maximum of ten (10) working days upon receipt of a signed Letter of Agreement.

VI. ASSUMPTIONS AND CLARIFICATIONS

- A. Planning-level cost estimating is provided. Architect will rely on the accuracy of the cost estimate by the Professional Cost Estimator to be full and complete, and that it contains the proper contingency to a finish level consistent in the industry for conceptual design. If redesign or value engineering is required after the design signoff, it will be an additional service.
- B. Topographic and boundary survey of the project site has been provided by the City. The survey will be made available to Browning Day in AutoCAD format for the use as a base sheet for the project. If additional survey information is determined to be needed, follow-up survey will be provided either by others or as an additional service. Due to the extent of proposed offsite improvements (primarily the signal improvements), the extents of the survey will likely need to be extended.
- C. Revisions to the documents after the Owner has approved the Final Draft Schematic Design documents will be an additional service. Revisions may include, but not be limited to, the following:
 1. Owner-requested revisions or changes in scope, layout or previous instructions.
 2. Construction change orders caused by unforeseen existing conditions.
 3. Additional investigation and design caused by unforeseen existing conditions.
 4. Changes requested by the Owner to reduce construction costs after the design is approved or to expedite construction.
 5. Revisions to the documents required by the State or City review.
 6. Enactment of new codes after construction documents are completed.
- D. The Architect, and the Architect's consultants, shall be deemed the original authors and owners respectively of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The owner acknowledges that the Architect and the Architect's consultants have prepared said

materials and agrees to limit use of same to this site-specific project only. The Owner agrees to defend, indemnify, and hold harmless the Architect and the Architect's consultants from any causes of action, claims, losses, damages and expenses of any kind whatsoever, including reasonable attorney's fees resulting from the unauthorized reuse of the Architect's and the Architect's consultant's materials.

- E. Architect will coordinate with the Owner's consultants, as required, upon Owner's approval.
- F. Architect may hire a code consultant, as required and approved by the Owner, as an expense to the Owner to be addressed through a fee amendment to this contract.
- G. Should any claims arise between the Owner and Architect; the parties agree to submit such claim(s) to mediation, as a condition precedent to litigation. Mediation shall be conducted by and under the rules of Indiana A. D. R. Rule 2 in effect on the date of this Agreement. Should the parties fail to resolve the claim(s) through mediation, then the claims may be litigated before a private judge.

VII. EXCLUSIONS

Any service not specifically described here to be performed by the Architect as a Basic Service may, if mutually agreed to by the owner and Architect, be performed as an Additional Services, with an increase in the Architect's compensation and adjustment in the Architect's contract time.

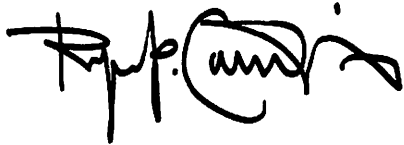
- A. This proposal does not include any costs associated with the development of operating/programming pro forma and/or revenue projections associated with any of the design alternatives.
- B. The Independent Cost Estimate excludes the following:
 - 1. Cost estimate for tasks or submission other than those listed
 - 2. Estimates for options or alternates beyond those explicitly included herein
 - 3. On call cost management services
 - 4. Estimate updates or revisions based on scope changes after the Estimate submittal
 - 5. Value analysis updates and meetings
 - 6. Estimate reconciliations with CMAR proposal
 - 7. Construction benchmarking life cycle costing or economic analysis
 - 8. Construction schedules
 - 9. Construction support services
 - 10. Revised estimate with VE recommendations
 - 11. Special estimate reporting or formatting
- C. Any unplanned modifications caused by coordination issues with the Owner's consultants will be made on an hourly basis, as additional services, once approved in writing by the Owner.
- D. Detailed structural or architectural design.
- E. Special studies including geotechnical investigations and testing, wind tunnel testing, etc.
- F. Design and/or documentation phases services beyond concept planning.

If you find this scope of work consistent with what we have discussed to date, please indicate your acceptance by returning a signed copy to our office. This will become an attachment to the Architect-Owner Agreement.

Please let me know if you have any questions.

Sincerely,

BROWNING DAY MULLINS DIERDORF



Ryan P. Cambridge, PLA
Senior Associate, Planning Practice Leader

___/cac

Cc: (Tim Wise, Jonathan Hess, John Dierdorf, Christine Eaton, Julie Herron)

ACCEPTED BY:

Signature

Date

Printed Name and Title

RESOLUTION No. 19-142

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN EXTENSION OF SERVICES TO THE EXISTING AGREEMENT WITH BROWNING DAY MULLINS DIERDORF FOR THE PROVISION OF CONCEPTUAL DESIGN ALTERNATIVES FOR AN AMPHITHEATER AT DORAL CENTRAL PARK IN AN AMOUNT NOT TO EXCEED \$38,240.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$42,064.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, During the May 4, 2017 special council meeting, Browning Day Mullings Dierdorf ("BDMD") presented the conceptual design for Doral Central Park to the Mayor and Councilmembers. During this presentation it was conveyed that further refinement of the conceptual design was needed in order to better determine an accurate construction cost for the overall redevelopment of Doral Central Park. Upon this direction, BDMD provided the City with a proposal to further refine the conceptual design of Doral Central Park. On October 11, 2017, the Mayor and Councilmembers approved Res # 17- 182 approving the extension of services with BDMD for the conceptual design refinement of Doral Central Park; and

WHEREAS, As part of the design refinement for Doral Central Park, the City worked with BDMD on drilling down further on programmatic components of the facility along with the required site infrastructure needs. Details on amenities within the park were further determined along with finalizing the floor plans of the recreation building; and

WHEREAS, During the 2019-20 Strategic Planning session which took place from March 8th to March 9th, 2019, the City Council expressed the desire to reexamine

the proposed outdoor event area which was included as part of the approved conceptual design for Doral Central Park and look at the option of enhancing this area to include an amphitheater; and

WHEREAS, The City obtained a proposal for the development of conceptual design alternatives for the enhancement of the outdoor event area to include an amphitheater; and

WHEREAS, Staff respectfully requests an extension of services to the existing agreement with Browning Day Mullins Dierdorf (BDMD) to develop conceptual design alternatives for the enhancement of the outdoor event area at Doral Central Park to include an amphitheater in an amount not to exceed \$38,240.00 plus a 10% contingency for a total not to exceed amount of \$42,064.00.

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

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

Section 2. Approval of Services. The extension of services to the existing agreement with Browning Day Mullins Dierdorf to provide conceptual design alternatives for the enhancement of the outdoor event area at Doral Central Park to include an amphitheater is hereby approved.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to extend the services of the existing agreement with Browning Day Mullins Dierdorf.

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

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

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

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

PASSED AND ADOPTED this 12 day of June, 2019.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY