

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
BERMELLO AJAMIL & PARTNERS INC.
FOR
CONCEPTUAL PLANS & COST ESTIMATES FOR DOWNTOWN DORAL TRIANGLE PARCEL**

THIS AGREEMENT is made between **Bermello Ajamil & Partners Inc.** a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City"). The City and Consultant may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, following a duly-issued and administered Request for Qualifications (#2016-25, "Conceptual Plans & Cost Estimates for Downtown Doral Triangle Parcel," the City ranked the Consultant as the top respondent and authorized contractual negotiations with Consultant; and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Conceptual Plans & Cost Estimates for Downtown Doral Triangle Parcel as per City's Request for Qualifications No. 2016-25 (the "Project"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Consultant and the City agree as follows.

1. Scope of Services/Deliverables.

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

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2017, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant

2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

X A lump sum amount of \$69,899.00, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the 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, Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

3.2 The City shall also include a 10% contingency for this service in the amount of \$6,989.90 as part of this agreement. Contingency funds are separate from the lump sum amount and require City approval prior to being expended.

3.3 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

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

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

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

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

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

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this Agreement, for any reason, upon thirty (30) days written notice to the Consultant, or immediately with cause. Cause for purposes of this Agreement shall be defined as a violation of Federal, State, County, and/or City regulations by Consultant in performance of its obligations under this Agreement, in the City Manager's sole determination, and/or a failure of Consultant to follow the directives of the City in such a manner as to cause unreasonable delay, prejudice, and/or damage to the City, in the City Manager's sole determination.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

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

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

9. **Insurance.**

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

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

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

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

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

13. **Notices/Authorized Representatives.**

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

For the City: Edward A. Rojas
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.

City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Randy Hollingworth
Bermello Ajamil & Partners, Inc.
2601 South Bayshore Drive, Suite 1000
Miami, Florida 33133

14. **Governing Law.**

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

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

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

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

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

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

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

16.3 Pursuant to Section 119.0701, Florida Statutes, Consultant shall

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

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the

terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

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

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

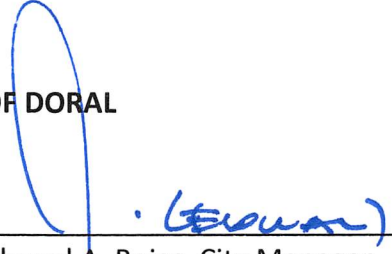
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its PARTNER, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 


Edward A. Rojas, City Manager
Date: 4.4.17

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorney

CONSULTANT

By: 

Its: DIRECTOR OF LANDSCAPE ARCH/PLANNING
Date: MARCH 13/2017

EXHIBIT A
SCOPE OF SERVICES



Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

Page 1 of 5

**Downtown Doral Triangle Parcel
Conceptual Plans and Cost Estimates
City of Doral
Professional Design Services Scope and Fee**

April 3, 2017

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Scope and Fee to the City of Doral (Client). The Client desires to retain BA to provide conceptual design services and cost estimating for improvements to the Downtown Doral Triangle Parcel. All services shall be provided based on City of Doral RFQ No. 2016-25 and the agreed to hourly rate schedule.

PART I - PROJECT DESCRIPTION

The project is the conceptual design of a 12,500 square foot (maximum) cultural arts center and surrounding park space for the 1.44 acre triangle shaped parcel located between Downtown Doral Park and the intersection of NW 53rd Street and NW 53rd Terrace. The Client has requested BA to prepare two (2) alternative conceptual designs, opinions of probable cost for each and present them at a public workshop. The building shall include space for a lobby and visitor center, cultural arts room, multi-purpose room and reading room. The Client requires the full integration of the proposed cultural arts center building into the overall proposed and existing park design so both building and park complement and enhance the overall experience of downtown Doral. The architecture shall be a dynamic and modern statement thru overall vernacular shape, massing, fenestration and materials giving the new building its own identity while complementing the adjacent City Hall. The design of the exterior spaces of the triangle parcel shall provide an aesthetically pleasing and physical connection to the existing Downtown Doral Park and shall include sidewalks, furniture, landscaping and suggested locations for public art. BA shall provide two (2) high resolution photo-realistic axonometric renderings of the final approved concept. The City of Doral is the owner of the property.

Depending on the City's desire, B&A's deliverables shall include a project narrative that addresses how this project can be designed as a high performance project that embraces the principles of Energy efficiency and environmentally-responsible design, providing qualitative enhancements to the project and surrounding neighborhood by LEED or other state qualified 3rd party sustainable agencies.

Attached to this proposal is a schedule for the proposed project work.

PART II – BASE SCOPE OF WORK

TASK 1.0 – PROJECT INITIATION AND KICK OFF MEETING

- 1.1 **Existing Data and Base Plan Development** – BA shall collect necessary data from the Client such as base maps, surveys, vendor lists, aerial photographs, inspection reports, copies of pertinent correspondence, entitlement documents, if any, target budgets, LEED sustainability

targets, if any, and utility information. BA shall create a comprehensive overall base drawing in AutoCAD illustrating existing improvements, site utilities and facilities in and around the triangle parcel. BA shall also perform a cursory review of regulatory development requirements such as Florida Building Code and City of Doral Code of Ordinance for potential impacts to the conceptual design.

- 1.2 Inventory and Analysis** – BA shall visit the site one (1) time in order to develop a better understanding of the site's opportunities and constraints and to evaluate the existing conditions. BA shall provide the Client a summary of findings and observations. The fees associated with this scope do not include a trip for Ballard King & Associates to visit the site. If they are required to visit the site, their travel expenses shall be billed as an additional service to the City.
- 1.3 Design Intent and Kick-Off Meeting** – BA 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. Also to be discussed at the meeting are target space program, target budget, all relevant site / zoning issues such as setbacks, F.A.R., access issues, target project schedule and access and security requirements. The meeting shall also serve to agree on the project schedule, timing and content of meetings, record keeping standards, and communications protocol. BA shall prepare minutes summarizing items discussed and direction given. BA shall not be responsible for scheduling and reserving a meeting space.
- 1.4 Comparable Site Visit** – BA and the City staff shall visit Young Circle Arts Park which is located in Hollywood, Florida at the intersection of U.S. 1 and Hollywood Boulevard. The visit shall assist to further refine the development program based on a built project with a similar program to what the Client is proposing. BA shall prepare minutes summarizing items discussed and direction given.

Deliverables for Task 1 - Project Initiation and Kick Off – As a result of these tasks, BA shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF copy of Inventory and Analysis Memo
- One (1) 8 ½" X 11" black and white PDF copy of minutes from Design Intent and Kick Off Meeting
- One (1) 8 ½" X 11" black and white PDF copy of minutes from the Comparable Site Visit

TASK 2.0 – DRAFT CONCEPTUAL DESIGNS

- 2.1 Draft Conceptual Designs** – Based on the information discovered during base plan development, observations made during Inventory and Analysis, direction given at the Kick-Off Meeting and remarks during the Comparable Site Visit, BA shall prepare two (2) site plans and two (2) building concepts. Building concepts shall include floor plans and elevations for a building not to exceed 12,500 SF. Elevations shall be based on a Sketch-Up model. BA shall provide 24" X 36 PDF's of the two site plans and building concepts.
- 2.2 Draft Conceptual Designs Opinions of Probable Cost** – BA shall prepare one (1) opinion of probable cost for each of the two concepts developed in Task 2.1 above.
- 2.3 Draft Conceptual Designs Review Meeting** – BA shall attend one (1) meeting with the Client to review the Conceptual Design drawings and associated opinions of probable cost. The Client

shall provide BA one (1) consolidated list of comments or changes. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute meeting minutes. BA shall not be responsible for scheduling and reserving a meeting space.

- 2.4 Draft Conceptual Designs Refinements** – BA shall make minor revisions/changes to each of the two (2) concepts (site plan and architecture) as discussed at the Draft Conceptual Designs Review Meeting. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall provide these to the Client for approval prior to proceeding with preparation of the Community Workshop. Opinions of probable cost shall not be updated when refinements to the conceptual designs are made.

Deliverables for Task 2 - Draft Conceptual Design – As a result of these tasks, BA shall deliver the following:

- Two (2) 24" X 36" color PDF sets of conceptual site plans, floor plans, building sections and architectural elevations (one set for each of the two Conceptual Designs)
- Two (2) 24" X 36" color PDF sets of 3D SketchUp views depicting proposed exterior architecture, massing and materials (one set for each of the two Draft Conceptual Designs)
- Two (2) 8 ½" X 11" black and white PDF's copies of opinions of probable cost (one copy for each of the two Draft Conceptual Designs)
- One (1) 8 ½" X 11" black and white PDF copy of minutes from Draft Conceptual Designs Review Meeting
- Two (2) 24" X 36" color PDF sets of refined Draft Conceptual site plans, floor plans, building sections, architectural elevations and 3D SketchUp views (one set for each of the two Draft Conceptual Designs)

TASK 3.0 – OPERATIONAL COST AND REVENUE ANALYSIS

- 3.1 Revenue Analysis** – Based on the approved Draft Conceptual Design, BA shall perform a Revenue Analysis that identifies and verifies revenue sources for each of the two concepts. Revenue Analysis shall consider daily and annual attendance estimates, fee structures for drop-in, annual passes, family, corporate and group rentals. The Revenue Analysis shall also identify and verify sources of revenue.
- 3.2 Revenue Generation Projections** – Based on the approved Draft Conceptual Designs, BA shall analyze and prepare a line item accounting of revenue projections that considers admissions, annual/multiple admissions, programs and services, rentals and other revenue sources. These Projections shall also include revenue/expenditure comparisons and cost recovery levels
- 3.3 Operational Cost Projections** – Based on the approved Draft Conceptual Designs, BA shall develop an Operational Cost Projections in a line item budget which shall consider personnel/staffing by position, contractual services, commodities and capital replacement.

Deliverables for Task 3 - Operational Cost and Revenue Analysis – As a result of these tasks, BA shall deliver the following:

- One (1) 8 ½" X 11" black and white Operational Cost and Revenue Analysis Report for each of the two Draft Conceptual Designs (one (1) report for each concept)

TASK 4.0 – WORKSHOP

- 4.1 Community Workshop** – BA shall prepare and present a PowerPoint presentation of the two (2) Conceptual Designs at a Community Workshop. BA shall prepare and distribute meeting minutes of the workshop. BA shall not be responsible for scheduling and reserving a meeting space. At the conclusion of the Community Workshop and moving forward, BA shall refine and develop a single concept.
- 4.2 Community Workshop Follow Up Meeting** – BA shall meet with the Client one (1) time to discuss comments made at the Community Workshop and to receive direction on the content and character of the Final (single) Concept.

Deliverables for Task 4 - Workshop – As a result of these tasks, BA shall deliver the following:

- One (1) Community Workshop PowerPoint Presentation (.pptx file)
- One (1) 8 ½" X 11" black and white PDF copy of minutes from Community Workshop
- One (1) 8 ½" X 11" black and white PDF copy of minutes from Community Workshop Follow Up Meeting

TASK 5.0 – FINAL CONCEPTUAL DESIGN

- 5.1 Draft Final Conceptual Design** – BA shall prepare a final set of drawings of the preferred alternative and shall include a site plan, building floor plans, sections and architectural elevations. The Final Conceptual Design shall either be a refined version of one of the two Draft Concepts developed to date or a combination of both. Major changes that represent a significant departure from the original design program shall be provided as an additional service.
- 5.2 Draft Final Conceptual Design Opinion of Probable Cost** – BA shall prepare a detailed opinion of probable cost for the Draft Final conceptual Design.
- 5.3 Draft Final Conceptual Design Client Review** – The Client shall review the Draft Final Conceptual Design and provide BA one (1) consolidated list of comments or changes. The Client shall also provide BA the preferred views for the Photo-Realistic Renderings. BA shall provide the City with a written response to the list of comments.
- 5.4 Final Conceptual Design** – Based on comments received by the Client on the Draft Final Conceptual Design, BA shall update and finalize the site and architectural plans, sections and elevations and provide them to the Client. B&A shall attend one commission meeting to assist staff in presentation of final conceptual design. Additional presentations shall be provided as additional services.
- 5.5 Photo-Realistic Renderings** – Based on direction given by the Client and the approved Final Conceptual Design, BA shall prepare two (2) photo-realistic renderings of the selected views.

Deliverables for Task 5 - Final Conceptual Design – As a result of these tasks, BA shall deliver the following:

- One (1) 24" X 36" color PDF set of the Draft Final Conceptual Design including site plan, building floor plans sections and architectural elevations

- One (1) 8 ½" X 11" black and white copy of the Draft Final Conceptual Design Opinion of Probable Cost
- One (1) 8 ½" X 11" black and white PDF copy of response to City comments
- One (1) 24" X 36" color PDF set of the Final Conceptual Design plans including site plan, building floor plans sections and architectural elevations
- Two (2) 24" X 36" color PDF's of the Photo-Realistic Renderings Views
- Two (2) 24" X 36" color hard copies of the Photo-Realistic Renderings Views

PART III – DIRECT EXPENSES

Any reimbursable expenses to be billed to the City shall be approved prior to work being completed. This may include items such as special printing, mounting and or framing of work product. Regular photocopies and printing, postage and shipping, long distance telephone, faxes and all travel related expenses shall not be billed as reimbursable expenses.

PART IV - COMPENSATION

TASK 1	Project Initiation and Kick Off Meeting	\$ 5,326.00	Lump Sum
TASK 2	Draft Conceptual Designs	\$ 33,211.00	Lump Sum
TASK 3	Operational Cost and Revenue Analysis	\$ 10,490.00	Lump Sum
TASK 4	Workshop	\$ 3,730.00	Lump Sum
TASK 5	Final Conceptual Design/Presentation	\$ 16,142.00	Lump Sum

Sub-Total		\$ 68,899.00	
Reimbursable Expenses (<i>expenses to be approved by City</i>)		\$ 1,000.00	
TOTAL		\$ 69,899.00	Lump Sum

PART V - SERVICES NOT INCLUDED IN BASE SCOPE

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

1. Signage and wayfinding design
2. Additional meetings
3. Additional or alternate design concepts (2 included in scope)
4. Detail lighting design
5. Light fixture selection
6. Conceptual or detailed design of vertical elements such as water features, trellises, pavilions, fencing or walls
7. Additional workshops and/or public presentations
8. 3D models
9. Construction drawings
10. Surveys or geotechnical reports
11. Traffic Studies
12. Any non-local travel expenses

DOWNTOWN DORAL TRIANGLE PARCEL
CONCEPTUAL PLANS AND COST ESTIMATES

January 24, 2017

Revised 2-2-17

Revised 2-20-17

OUTLINE SCOPE OF WORK		Project Manager		Landscape Architect		Landscape Designer 3		Senior Architect		Architect		Senior CAD Technician/Draftsman		Bermello Ajamil & Partners Hours and Fees		R.I.B. U.S. Cost	Sub-Consultant	Ballard King	FEE BY TASK
		HRS	\$190 RATE/HR	HRS	\$100 RATE/HR	HRS	\$90 RATE/HR	HRS	\$175 RATE/HR	HRS	\$102 RATE/HR	HRS	\$85 RATE/HR	HOURS SUBTOTAL	FEE SUBTOTAL	COST ESTIMATING FEES	RENDERING FEES	OPERATIONAL AND REVENUE ANALYSIS FEES	
PART I	PROJECT INITIATION AND KICK OFF																		
1.1	Existing Data and Base Plan Development	1	\$190	2	\$200	4	\$360	1	\$175	2	\$204	8	\$680	18	\$1,809	\$0	\$0	\$0	\$1,809
1.2	Inventory and Analysis	1	\$190	1	\$100	1	\$90	0	\$0	0	\$0	0	\$0	3	\$380	\$0	\$0	\$0	\$380
1.3	Design Intent and Kick-Off Meeting	2	\$380	3	\$300	0	\$0	2	\$350	2	\$204	0	\$0	9	\$1,234	\$0	\$0	\$0	\$1,234
1.4	Comparable Site Visit	3	\$570	4	\$400	0	\$0	3	\$525	4	\$408	0	\$0	14	\$1,903	\$0	\$0	\$0	\$1,903
	TASK 1.0 Subtotal	7	\$1,330	10	\$1,000	5	\$450	6	\$1,050	8	\$816	8	\$680	44	\$5,326	\$0	\$0	\$0	\$5,326
PART II	DRAFT CONCEPTUAL DESIGNS																		
2.1	Draft Conceptual Designs (2 concepts)	3	\$570	24	\$2,400	6	\$540	18	\$3,150	24	\$2,448	44	\$3,740	119	\$12,848	\$0	\$0	\$0	\$12,848
2.2	Draft Conceptual Designs Opinion of Probable Cost	1	\$190	0	\$0	1	\$90	2	\$350	0	\$0	0	\$0	4	\$630	\$14,200	\$0	\$0	\$14,830
2.3	Draft Conceptual Designs Review Meeting	2	\$380	2	\$200	0	\$0	2	\$350	0	\$0	0	\$0	6	\$930	\$0	\$0	\$0	\$930
2.4	Draft Conceptual Designs Refinements	1	\$190	8	\$800	8	\$720	4	\$700	4	\$408	21	\$1,785	46	\$4,603	\$0	\$0	\$0	\$4,603
	TASK 2.0 Subtotal	7	\$1,330	34	\$3,400	15	\$1,350	26	\$4,550	28	\$2,856	65	\$5,525	175	\$19,011	\$14,200	\$0	\$0	\$33,211
PART III	OPERATIONAL COST AND REVENUE ANALYSIS																		
3.1	Revenue Analysis	2	\$380	0	\$0	0	\$0	2	\$350	0	\$0	0	\$0	4	\$730	\$0	\$0	\$3,000	\$3,730
3.2	Revenue Generation Projections	2	\$380	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$380	\$0	\$0	\$3,000	\$3,380
3.3	Operational Cost Projections	2	\$380	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$380	\$0	\$0	\$3,000	\$3,380
	TASK 3.0 Subtotal	6	\$1,140	0	\$0	0	\$0	2	\$350	0	\$0	0	\$0	8	\$1,490	\$0	\$0	\$9,000	\$10,490
PART IV	WORKSHOP																		
4.1	Community Workshop + Preparation	4	\$760	8	\$800	6	\$540	4	\$700	0	\$0	0	\$0	22	\$2,800	\$0	\$0	\$0	\$2,800
4.2	Community Workshop Follow Up Meeting	2	\$380	2	\$200	0	\$0	2	\$350	0	\$0	0	\$0	6	\$930	\$0	\$0	\$0	\$930
	TASK 4.0 Subtotal	6	\$1,140	10	\$1,000	6	\$540	6	\$1,050	0	\$0	0	\$0	28	\$3,730	\$0	\$0	\$0	\$3,730
PART V	FINAL CONCEPTUAL DESIGN																		
5.1	Draft Final Conceptual Design	2	\$380	6	\$600	4	\$360	4	\$700	8	\$816	22	\$1,870	46	\$4,726	\$0	\$0	\$0	\$4,726
5.2	Draft Final Conceptual Design Opinion of Probable Cost	1	\$190	0	\$0	0	\$0	2	\$350	0	\$0	0	\$0	3	\$540	\$4,880	\$0	\$0	\$5,420
5.3	Draft Final Conceptual Design Client Review	0	\$0	2	\$200	0	\$0	0	\$0	0	\$0	0	\$0	2	\$200	\$0	\$0	\$0	\$200
5.4	Final Conceptual Design	2	\$380	4	\$400	2	\$180	4	\$700	8	\$816	14	\$1,190	34	\$3,666	\$0	\$0	\$0	\$3,666
5.5	Photo-Realistic Renderings (2 views)	2	\$380	0	\$0	0	\$0	2	\$350	0	\$0	0	\$0	4	\$730	\$0	\$1,400	\$0	\$2,130
	TASK 5.0 Subtotal	7	\$1,330	12	\$1,200	6	\$540	12	\$2,100	16	\$1,632	36	\$3,060	89	\$9,862	\$4,880	\$1,400	\$0	\$16,142
	BASE SCOPE OF SERVICES SUBTOTAL	33	\$6,270	66	\$6,600	32	\$2,880	52	\$9,100	52	\$5,304	109	\$9,265	344	\$39,419	\$19,080	\$1,400	\$9,000	\$68,899
	DESIGN DIRECT EXPENSES	\$500						\$500						344	\$40,419			\$0	\$1,000
	SUBTOTAL BY DISCIPLINE	HOURS: 131			FEE: \$16,250			HOURS: 213			FEE: \$24,169								
	BASE SCOPE OF SERVICES TOTAL																		\$69,899

EXHIBIT B
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Primary Insurance Clause Endorsement
Contingent and Contractual Liability
Premises and Operations Liability

- II. **Automobile Liability (If Applicable)** \$1,000,000
Owned or Scheduled Autos, including Hired and Non Owned Autos
City of Doral listed as an additional insured

- III. **Workers Compensation**
Statutory Limits- State of Florida

Employer's Liability

- A. Limits of Liability
\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

IV. Professional Liability/Error's & Omissions

A. Limits of Liability

Each Claim	\$3,000,000
Policy Aggregate	\$3,000,000
Retro Date Included	

V. Umbrella Liability (Excess Follow Form)

- A. Limits of Liability
Each Occurrence \$2,000,000

Policy Aggregate \$2,000,000
City of Doral listed as additional insured

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

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

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

RESOLUTION No. 16-216

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKINGS OF REQUEST FOR QUALIFICATIONS RFQ# 2016-25 "CONCEPTUAL PLANS & COST ESTIMATES FOR DOWNTOWN DORAL TRIANGLE PARCEL"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH BERMELLO AJAMIL & PARTNERS AS THE TOP RANKED FIRM, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, FOR THE DESIGN AND ESTIMATED SERVICES FOR THE TRIANGLE PARK IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$100,000.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE TOP RANKED FIRM; AUTHORIZING THE EXPENDITURE OF FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Qualifications #2016-25, "Conceptual Plans & Cost Estimates for Downtown Doral Triangle" (the "RFQ"), on July 25, 2016 for the provision of conceptual design and cost estimating services for the proposed development of the triangle parcel adjacent to the City's current Downtown Doral Park (the "Project"); and

WHEREAS, fourteen firms attended the mandatory pre-bid meeting held on August 5th, 2016 and six (6) proposals were received by the August 16, 2016 deadline, with all firms meeting the required criteria; and

WHEREAS, a public meeting was held on September 16th, 2016 and after the initial evaluation of the six (6) firms, the committee shortlisted the top three (3) firms to provide oral presentations. Oral Presentations were held on September 26, 2016 and based on a Three Hundred (300) Point System the firms were ranked as follows:

- | | |
|-------------------------------|------------|
| 1. Bermello Ajamil & Partners | 298 Points |
| 2. CPZ Architects | 291 Points |

3. Leo A. Daly 277 Points

WHEREAS, Staff has recommended City Council approve the foregoing rankings and authorize the City Manager to negotiate and enter into an agreement with the top ranked firm, Bermello Ajamil & Partners, or the next highest firm, successively, if an agreement can not be reached with the top ranked firm, for conceptual design and cost estimating services for the Project in amount not to exceed \$100,000.00, and to expend budgeted funds in furtherance hereof

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 Rankings. The following rankings of respondents to the RFQ are hereby approved:

- | | |
|-------------------------------|------------|
| 1. Bermello Ajamil & Partners | 298 Points |
| 2. CPZ Architects | 291 Points |
| 3. Leo A. Daly | 277 Points |

The foregoing rankings do not, in and of themselves, do not confer any contractual rights on any of the parties.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Bermello Ajamil & Partners, the top ranked firm, or the next highest ranked firm successively if an agreement cannot be negotiated and entered into with Bermello Ajamil & Partners, for conceptual design and

cost estimating services for the Project, in an amount not to exceed \$100,000.00, and to expend budgeted funds in furtherance hereof.

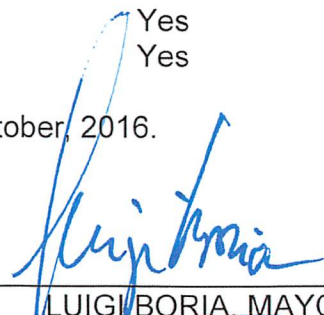
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

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

PASSED AND ADOPTED this 12 day of October, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMANN, P.L.
CITY ATTORNEY