

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
CPZ ARCHITECTS
FOR
DORAL GLADES PARK LOW VOLTAGE DESIGN**

THIS AGREEMENT is made between **CPZ ARCHITECTS, INC.**, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the City and Consultant, following formal procurement, entered into an agreement for the design of Doral Glades Park, and;

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Doral Glades Park Low Voltage Design (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, 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 found in Exhibit "A", which is incorporated herein and made 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 \$13,500.00, 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 pay Consultant 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 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 for any reason may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause, with cause defined as an alleged violation of the Federal, State, County, or City law, as determined by the City Manager in his/her sole discretion, or such action which may detrimentally affect the health, safety, and welfare of the community, as determined by the City Manager in his/her sole discretion.

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 A. 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: Chris P. Zimmerman, AIA
CPZ Architects, Inc.
4316 W. Broward Blvd.

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, Consultant shall comply with public records laws, specifically to:

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

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

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

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

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**

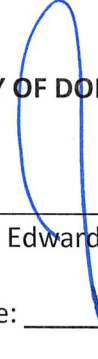
24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

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 _____, whose representative has been duly authorized to execute same.

Attest:

For  Deputy City Clerk
Connie Diaz, City Clerk

CITY OF DORAL

By:  (Edward A. Rojas)
Edward A. Rojas, City Manager

Date: 3.15.17

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: Chris P. Zimmerman
Its: President
Date: March 9, 2017

Exhibit A

Scope of Services



February 17, 2017

City of Doral
Attn.: Ms. Barbie Hernandez, CPRP, Parks and Recreation Director
8401 NW 53rd Street
Doral, FL 33166

RE: Doral Glades Park. Low Voltage Design Proposal

Dear Ms. Hernandez

In accordance with our past discussions and meeting with you IT Department, the following is our additional services proposal to complete the low voltage design and drawings for this project. All work will be in accordance with our current contract for this facility.

We understand the project is to consist of the Electrical Low Voltage engineering design for the Doral North Park project in Doral Florida. There are two buildings in the project; one will be a 8,400 sf community and nature center and the other will be a 1,000 sf Restroom/Maintenance building. Our proposal includes:

1. Site sound distribution via rock speakers.
2. Site and building security system.
3. Voice and data distribution.
4. Audio Visual system.

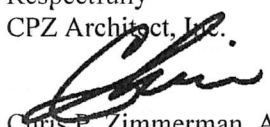
Our design will include the layout of all system components and riser diagrams showing conduit, wire and power requirements. We will meet with the Doral City IT, AV and Security personnel to determine system requirements. The design will show the systems equipment as furnished by owner. The design will provide for a system ready for the owner to install their purchased equipment. All wire, conduit and power will be provided by the building contractor making the system ready for owner supplied and installed equipment.

Our additional fee for this work is as follows:

Architectural	\$ 1,500.00
MEP Engineer	\$12,000.00 (See Attached)
TOTAL	\$13,500.00

If you have any further comments or questions, feel free to contact our office. Please let us know when this is approved, so we can proceed.

Respectfully
CPZ Architect, Inc.


Chris P. Zimmerman, AIA
President

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
Tel (954) 792-8525
AA #26000685
WWW.CPZARCHITECTS.COM

25 January 2017

Chris Zimmerman
CPZ Architects, Inc.
4316 W. Broward Blvd.
Plantation, FL 33317

**Re: Doral Park North 1453 – LV Electrical Engineering
Professional Engineering Services Proposal**

Dear Chris:

Project Caine is delighted to submit the following fee proposal to provide Electrical Low Voltage engineering services for the above-referenced project. We look forward to and appreciate the opportunity to work with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of the Electrical Low Voltage engineering design for the Doral North Park project in Doral Florida. There are two buildings in the project; one will be a 8,400 sf community and nature center and the other will be a 1,000 sf Restroom/Maintenance building. Our proposal includes:

1. Site sound distribution via rock speakers.
2. Site and building security system.
3. Voice and data distribution.
4. Audio Visual system.

Our design will include the layout of all system components and riser diagrams showing conduit, wire and power requirements. We will meet with the Doral City IT, AV and Security personnel to determine system requirements. The design will show the systems equipment as furnished by owner. The design will provide for a system ready for the owner to install their purchased equipment. All wire, conduit and power will be provided by the building contractor making the system ready for owner supplied and installed equipment.

BASIC SCOPE OF SERVICES


Basic Scope of Services shall be as outlined in AIA Document C1401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant. Project Caine shall provide professional engineering and design services for:

- a. Electrical Engineering Low Voltage System Design
- b. Audio Visual System Design

Project Caine anticipates design drawing submittals at the following design stages:

➤ Design Development Construction Documents

1948 East Sunrise Blvd. Suite 1, Fort Lauderdale, Florida 33304
Phone: 954.767.8886 | Fax: 954.767.9934 | EFax: 954.337.4665



responsive engineering

➤ 100% Construction Documents

Up to three (3) design review meetings are included in project Caine's proposed work scope.

PROPOSED CONSTRUCTION PHASE SERVICES – HOURLY OR FUTURE NEGOTIATION

Construction Phase Services are as outlined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant. Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
- ~~2. Response to local permitting officials comments.~~
- ~~3. Response to Contractor's Request for Information (RFI) during the construction period.~~
- ~~4. Shop drawing review~~
- ~~5. A total of 0 single man site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.~~

INFORMATION TO BE FURNISHED BY THE ARCHITECT

In addition to Architects Responsibilities defined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant., specific information and material that impacts the design shall be provided to Project Caine as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing by CPZ Architects, Inc, shall be performed at an agreed upon lump sum or upon an hourly rate per the Project Caine rates schedule shown in ATTACHMENT B. Additional Services are as defined in AIA Document C401 – 2007 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect. Additional Services also include those items shown in ATTACHMENT C.

Project Caine shall submit the estimated additional services cost for approval and authorization prior to proceeding with the work.

FEE

We propose to provide the above-described basic scope of services for:

Total: \$12,000

~~plus reimbursable expenses at 1.1 times direct cost. Reimbursable expenses include all out-of-tri-county travel related costs, (Project Caine's Fort Lauderdale office to be considered point of origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), shipping and express mail. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within two (2) weeks of receipt from client.~~

Fee Breakdown

Schematic Design	\$ 0
Design Development	\$6,000
Construction Documents	\$5,000
Bidding Documents	\$1,000
Construction Administration	\$ hourly or future negotiation

LIMITATION OF LIABILITY

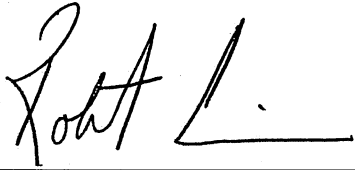
In recognition of the relative risks and benefits of the project to both the Client and Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and his or her sub consultants to all those named shall not exceed \$ 12,000 or the Design Professional's total fee for services rendered on this project, whichever is greater. Such claims and causes included, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to Project Caine at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant.

We look forward to the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Yours truly,

CPZ ARCHITECTS , INC.



Robert B. Caine
President

Date: 25 January 2017

By:

Print Name and Title

Date:

Professional Engineering Services Proposal
17 February 2017

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE ARCHITECT

1. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (Auto Cadd Version 2014).
2. Room data sheets for each area, indicating equipment and furniture locations, quantity of each type of outlet, receptacle, special lighting and plumbing equipment, and connection for services as part of the Project Caine design.
3. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
4. Fire hydrant flow test data, performed at the hydrants required by the design (to be indicated by Project Caine).
5. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
6. Geotechnical report of subsurface soils conditions with recommendations for foundations and site preparation.

Professional Engineering Services Proposal
17 February 2017

ATTACHMENT B

BILLING FACTOR	DESIGNATION	2017 BILLING RATES
11	Division Director/Senior Engineer	\$ 220
12	Senior Engineer	175
13	Project Engineer	150
15	Engineer II/Design Specialist	100
17	Engineer I/Designer II	95
20	Graduate Engineer/Designer I/Administrative Assistant	80
22	Technician II/Secretary II	70
24	Technician I/Secretary I/Receptionist/Clerk II	60

Rates subject to change with 30 days prior notice.

Rev. 1/01/15

Forensic Engineering - 1.5 times normal
billing rate

Special Consulting - 1.5 to 2.0 time normal billing
rate

ATTACHMENT C

ADDITIONAL SERVICES

1. AIA Document C401 – 2007 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of those as defined in our proposal.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
4. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
5. Electrical Circuit Breaker Coordination Study (The coordination study will be made part of the Contractor's Scope of Work and submitted in shop drawing form for approval).
- ~~6. Design of emergency power or generator systems.~~
7. Preparation of mechanical systems life cycle cost analysis.
8. Civil engineering, landscaping, and irrigation design services.
9. Currently unidentified specialty electrical or communication systems.
10. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
11. Building Commissioning
12. Test and Balance Reports

Exhibit B

Insurance Requirements

Exhibit "B"
Insurance Requirements

1.0 INSURANCE REQUIREMENTS

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

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

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions. Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

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