

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
BERMELLO AJAMIL & PARTNERS  
FOR  
ARCHITECTURAL AND ENGINEERING SERVICES AND RELATED DISCIPLINES  
FOR THE DORAL CENTRAL PARK**

**THIS AGREEMENT** is made between **BERMELLO AJAMIL & PARTNERS**, an active, for-profit Florida Corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, on January 31, 2020, Request for Qualifications (“RFQ”) # 2020-05 “Architectural and Engineering Services and Related Disciplines for the Doral Central Park” was advertised; and

**WHEREAS**, on March 12, 2020 the evaluation committee ranked proposals received through the Phase 1 evaluation and deemed the top three (3) firms to proceed into the Phase 2 Oral presentations/interview evaluations; and

**WHEREAS**, on April 21, 2020 the evaluation committee ranked the shortlisted firms through the Phase 2 evaluations where the Consultant was deemed the top ranked respondent; and

**WHEREAS**, on May 13, 2020, the City Council approved Resolution No. 20-65 authorizing the City Manager to negotiate an agreement with the Consultant; and

**WHEREAS**, on June 10, 2020, the City Council approved Resolution No. 20-XX authorizing the City Manager to enter into an agreement with the Consultant; and

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for the architectural and engineering services and related disciplines for the Doral Central Park; and

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

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The City grants to the Consultant the rights delineated in this Agreement and the Scope of Services to provide architectural and engineering services and related disciplines for the Doral Central Park and shall cause such services to be performed by appropriately licensed professionals.
- 1.2 The Consultant shall furnish professional services to the City as set forth in the Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Scope of Services, and all submittals from the Consultant in **Exhibit "A"**, which is attached to this Agreement and incorporated herein and made part hereof by this reference (collectively the "Services").
- 1.3 Consultant may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.
- 1.4 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.5 Consultant shall utilize the current CSI Master Format Specifications.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables stated in Exhibit "A" have been completed by the Consultant and accepted by the City or unless earlier terminated in accordance with Section 8 of this agreement.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work during Phase 1, the City agrees to pay the Consultant a not to exceed amount of **FOUR MILLION NINE HUNDRED AND SEVENTY THOUSAND THREE HUNDRED SEVENTY TWO DOLLARS AND NO CENTS (\$4,970,372.00) for Phase I DESIGN services** regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services **and THREE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$336,500.00) for the OPTIONAL SERVICES that may be required during the Phase 1 design. The optional services shall**

**only proceed once the City has approved in writing, each service individually, and reserves the right to not pursue any service deemed not necessary by the City.** As compensation for the Work during Phase 2, the City agrees to pay the Consultant a not to exceed amount of **ONE MILLION TWO HUNDRED SEVENTY NINE THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS AND NO CENTS (\$1,279,628.00)** for **Phase II CONSTRUCTION ADMINISTRATION services**. All labor charges for Phase II shall be in accordance with the T&M rates included in Exhibit "A". Invoiced hours shall be subject to City review and approval before payable for a total not to exceed amount of **SIX MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$6,586,500.00)**. Invoiced hours shall be subject to City review and approval before payable. The performance of this Contract will not exceed the Not to Exceed amounts. The services under Phase II are not guaranteed to the Consultant and require written approval from the City prior to any work being performed. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the not to exceed amount including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City has included an approximate 10% contingency in this agreement in the amount of **SIX HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$663,500.00)** should the City request additional scope of work not included in the Services to be completed. Use of contingency funds must be approved by the City Manager or his/her designee prior to funds being released.
- 3.3 If the cost of the project as bid or negotiated exceeds the City's budget by ten 10% percent Consultant will revise the Construction Documents at no additional cost. Otherwise, the Consultant shall be entitled to compensation as an additional service for revisions to the Construction Documents.
- 3.4 Consultant will be liable to the City for additional costs incurred by the City that are a direct result conflicts, errors or omissions in the Construction Documents.
- 3.5 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

- 3.6 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice.
- 3.7 If Consultant or any of its subconsultants dispute any determination with respect to a payment application, Consultant and its subconsultants will nevertheless expeditiously continue to provide the Services, provided that undisputed amounts are timely paid. The City will not be deemed to be in default or breach of contract for withholding of any payment under Section 3.6 in good faith.
- 3.8 The City shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as an additional service under this Agreement.

4. **Sub-Consultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Service.
- 4.2 Any changes to the subconsultants identified in Consultant's proposal that Consultant desires to use on the Service must have the prior written approval of the City Manager or his designee. The City will be a third-party beneficiary of contracts entered into between Consultant and subconsultants. Third party contracts will contain a provision making the City a third-party beneficiary and will require the same professional error and omissions insurance and commercial general insurance required of Consultant.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available data pertinent to the services to be provided by Consultant, in possession of the City. Consultant shall be entitled to rely on the completeness and accuracy of the information furnished to it.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

5.3 The City shall approve each phase delineated in Exhibit A prior to Consultant beginning work on the next phase. Approval shall be in writing and provided to Consultant.

6. **Consultant 's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Services, upon written notification from the City Manager or his designee, the Consultant shall at Consultant s sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.
- 6.2 The Consultant and the subconsultants will comply with the time schedule in the Scope of Services provided by Consultant for producing documents. The schedule initially shall include anticipated dates for each phase of the services including but not limited to procurement, commencement of construction and for substantial completion. Should the progress of the Consultant and the subconsultants Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Consultant and the subconsultants Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement. Excusable Delay shall be limited to acts of neglect by the City or City's agents, contractors' subcontractors or consultants when acting at City's direction, breaches of this Agreement by the City, Acts of God such as fire, flood, earthquake, or epidemic
- 6.3 Consultant shall budget for the cost of the work, including FF&E, the proposed procurement and delivery method and other initial information, each in terms of the other, to ascertain the requirements of the Project. Consultant shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 6.4 Consultant will review lien waivers of contractor, subcontractors and suppliers with each pay application.

- 6.5 Consultant will cooperate and maintain a close working relationship with the City's Construction Manager in value engineering changes to the project. However, Consultant shall be entitled to compensation as an additional service for such value engineering services.
- 6.6 Consultant is responsible for ensuring that the design as it is assembled and integrated in the contract documents complies with fire, safety, and all other applicable building codes.
- 6.7 Consultant shall not begin work on any of the subsequent phases of the services to be performed until the consultant receives written approval for the phase of work already performed.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter. This section does not prevent Consultant from working in the City, however, to avoid any appearance of a conflict, Consultant shall advise the City of other projects Consultant works on in the City.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Consultant without cause. Cause shall include but not be limited to a failure on the part of Consultant to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop providing the Service.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all acceptable work accepted by the City Manager up to and through the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the

date of the written notice of termination or the date of expiration of this Agreement subject to the limitation in 33.1 below.

8.5 Consultant may terminate this Agreement upon ten (10) days written notice to the City should City be in material breach of this Agreement.

9. **Insurance.**

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

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

9.3 To the fullest extent permitted by law, Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the City as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's insurance policies.

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant 's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant 's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

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

13. **Notices/Authorized Representatives.**

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

For the City: Albert P. Childress  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.  
City Attorney



City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

For The Consultant : Scott A. Bakos  
900 SE 3<sup>rd</sup> Ave  
Ft. Lauderdale FL 33316

14. **Governing Law.**

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

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

15.1 This writing and the Exhibits including but not limited to the Services contain the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

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

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

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

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

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to

work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, Consultant shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Consultant may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Consultant .**

20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) Consultant , and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

(b) Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and

(d) Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

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

21.2 The Consultant shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Consultant .

22. **Non-collusion.**

22.1 Consultant certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Consultant further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

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

25. **Survival of Provisions**

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

26. **Prohibition of Contingency Fees.**

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

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, epidemic or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

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

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

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

30. **Discretion of City Manager.**

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

31. **Third Party Beneficiary**

31.1 Consultant and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Consultant's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

33. **Ownership of Results/Work for Hire.**

33.1 Any interest (including, without limitation, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including without limitation, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of the City upon full and final payment of all monies owed to Consultant. . Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions of the information contained in them which is incidental to the overall design of any Project.

**34. Fla. Stat. 538.0035**

**34.1 PURUANT TO FLORIDA STATUTES  
CHAPTER 558.0035 AN INDIVIDUAL  
EMPLOYEE OR AGENT OF CONSULTANT  
MAY NOT BE HELD INDIVIDUALLY  
LIABLE FOR DAMAGES RESULTING FROM  
NEGLIGENCE.**

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

**Exhibit “A”**  
**Procurement Documents**  
**and**  
**Bermello Ajamil & Partners Proposal**



**DORAL CENTRAL PARK PROJECT  
CITY OF DORAL**

05.28.2020

**PART A - PROJECT DESCRIPTION**

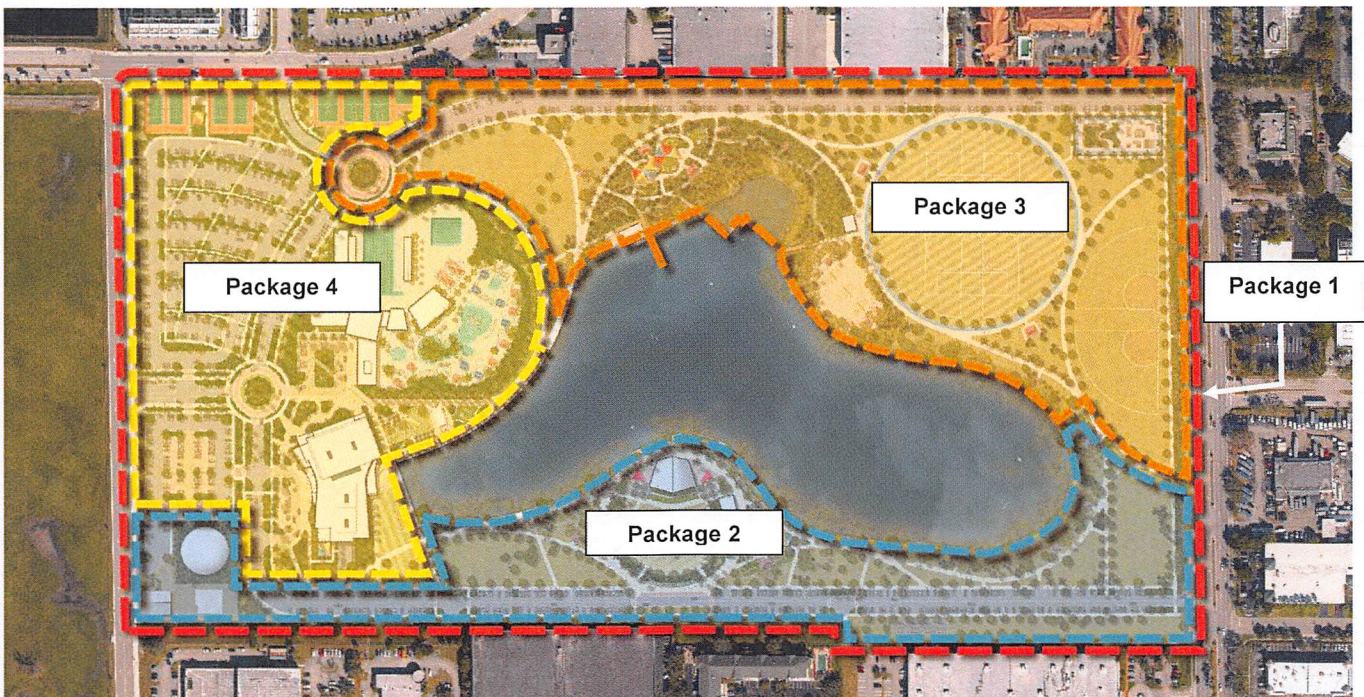
The Doral Central Park project is the redesign of the existing park based on the further development of the conceptual master plan design (designed by others) to include 100% construction drawings and construction services for the approximate 82 acres development (of which 25 acres is the existing lake) located at 3000 NW 87<sup>th</sup> Avenue. Doral Central Park is envisioned to be the recreation and special-events hub in the City of Doral and shall include several passive and active park amenities including an open-air amphitheater, an aquatics facility, multi-purpose fields, a boardwalk, an approximate 75,000 square foot indoor recreation center, tennis courts, a skate park, and a pump track. The City of Doral (The city) is the city of the property

The consulting services, scope, and fees described below encompass improvements to the area illustrated in Figure A below. After the master plan is updated as part of the schematic design effort, the site plan below illustrates how the project will be delivered regarding packages, which includes:

**Package 1 – Site Works** (Outer Red Line)

**Packages 2 & 3 – Amphitheater, Play-Fields, Skate Park & Nature Area** (Blue & Orange Areas)

**Package 4 – Recreation and Aquatics Facilities** (yellow Areas)



*\*Note, Packages 2 & 3 shall be prepared together in the single drawing package for permit/construction.*

**Figure A**

The anticipated construction budget for the project is approximately \$76,900,000.00. The budget is the basis for this scope of services and fees. The project is intended to pursue silver certification under the Florida Green Building Coalition Green Commercial Building program, and this is part of this scope and fee proposal. It is also understood that this project will include an art in public places program through the city of Doral. It should be noted that when "BA" is used in this proposal, it includes not only Bermello Ajamil & Partners, Inc but all (16) sixteen consultants that are part of the entire BA team for this project and all work associated with this scope and fee proposal.

BA shall develop a close working relationship with the city, program managers, and awarded CM@Risk (CMR) throughout the entire duration of the project to ensure the project evolves and progresses with full participation and support to design and build a world-class park for the city of Doral. To achieve this BA will establish a seamless communication protocol between the city, program managers, and contractor on a regular weekly basis, utilization of Procore to the distribution of the drawings/design documents, and established stakeholder team meetings. BA will work with the city, program managers, and contractors to craft a creative, collaborative working environment to keep the project on budget, schedule, and meeting the city's goals and vision.

## **PART B - SCOPE OF WORK**

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### **SCHEMATIC DESIGN**

(65 calendar days)

- 1.1. **Kick-Off Meeting** – BA shall attend one (1) meeting with the city to confirm the vision for the project and the conceptual program developed in the original master plan. The purpose of the meeting shall be to further define the image and design vocabulary for the project that shall be used by the city and the design team to measure the appropriateness of future design decisions. The meeting shall also be used to agree on the project schedule, timing and content of meetings, record-keeping standards, and communications with the city, distribution procedures, meeting dates, public notification, and preliminary and final submissions. BA shall not be responsible for scheduling and reserving a meeting space for this meeting. BA shall prepare and distribute meeting minutes summarizing items discussed and direction is given.
- 1.2. **Site Plan "Pre-Submittal" with Planning & Zoning** – BA shall participate (with the current master plan and BA recommendations as illustrated in our book generated for the selection presentation) in an initial site plan pre-submittal meeting with the planning and zoning staff. The goal is for P&Z staff to provide initial comments to allow the design team to move forward with the schematic design phase. After each design development package, BA will prepare the Full Site Plan Applications for each package.
- 1.3. **Data Collection** – BA shall visit the site one time to gather data on the existing conditions that may be placed on the base plan, to note the condition of existing plant materials and existing parks that may have an impact on the detailed design of the project.
- 1.4. **Base Plan development** – BA shall utilize the data collected from the survey outlined in this scope to prepare the appropriate base plans for the development of the construction drawings. The City will provide the survey available while the surveyor (as part of this scope) provides an updated, new survey.

**1.5. Development Regulations** – BA shall review appropriate County and City of Doral Land Development Regulations (LDR's) and provide one (1) consolidated list of development limitations that impact the program and layout of the project design. BA shall meet with the city one (1) time to discuss development regulations and requirements. The purpose of this meeting is to discuss any positive or negative impact's the agency/jurisdiction requirements may have on the established project theme and program. The meeting shall result in a shared vision of and direction on how to proceed: either to accept the Agency requirements or to seek a variance. BA shall prepare and distribute meeting minutes.

**1.6. Traffic Impact Study** – BA will evaluate the traffic impacts associated with the proposed uses for the Doral Central Park project. The trip generation will be based on information contained in the Institute of Transportation Engineers (ITE) Trip Generation Manual (10<sup>th</sup> Edition), on traffic counts conducted at local parks with comparable land uses, and on assumptions developed with input from City of Doral transportation staff. For the traffic impacts, traffic counts will be conducted and adjusted to reflect normal (pre-COVID-19) conditions based on historical traffic count data published by FDOT and Miami-Dade County. Readily available traffic studies conducted during recent years will be reviewed as well. It is assumed that up to (8) eight intersections and relevant data collected will be evaluated as part of the traffic study. Up to (8) eight roadway segments will also be counted for purposes of the traffic study for 72 hours. The traffic study will evaluate three conditions:

- *Normal weekday peak period conditions (PM Peak)*
- *Saturday peak period conditions*
- *Special Events (Operational Analysis)*

Other traffic concerns to be address include internal site circulation, traffic control features (roundabouts, stop signs, signalized intersections, etc.) and access, safety issues, such as vehicle-pedestrian conflict locations, pedestrian signs, and markings, sight distances and parking layouts. Recommendations will be made relative to the amount of parking needed for different uses within the park. ITE's Parking Generation Manual will be used for this purpose

**1.7. Schematic Design** – BA shall update the master plan (provided by the city) and develop Schematic Design Documents for city approval. The Schematic Design Documents shall consist of drawings that depict the layout of the building elements, size and shape, and overall programming relevant to each building type. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Hardscape shall include the overall size and shape of hardscape finishes, conceptual grading and drainage, conceptual utility plan (water and sewer), conceptual stormwater design/analysis for the entire site, plant massing, and preliminary building plans which may include some combination of study models perspective sketches or digital modeling. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (schematic design) that will be included in the Schematic drawings for the entire site/master plan.

**1.8. Schematic Design Review Meeting** – BA shall attend up to (3) meetings to review the Schematic Design Documents. The city shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the landscape architectural, engineering, and architectural documents during the next phase of work. Major changes that represent a significant departure from

the original development program established at the Kick-Off meeting (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service charged on an hourly basis. Once a major change has been incorporated into the program, the new plan including that change becomes the basis for the design. BA shall prepare and distribute meeting minutes. It is anticipated that BA will make (1) one presentation to City Council regarding the status of the overall master plan/project design at this stage.

- 1.9. The opinion of Probable Cost** – BA shall prepare an Opinion of Probable Construction Cost of the Schematic Design Documents. The OPCC shall follow ACE requirements as applicable to this project. BA shall revise the cost estimate one time.

*Deliverables for schematic design – BA shall deliver the following:*

- *One (1) 8 ½" X 11" black and white PDF of Updated Project Development Schedule*
- *One (1) 8 ½" X 11" black and white PDF of Opinion of Probable Construction Cost*
- *One (1) 8 ½" X 11" black and white PDF of Traffic study per 1.6*
- *Three (3) 24" x 36" property/land survey.*
- *Three (3) 24" x 36" illustrative colored master plan of the overall park design.*
- *Three (3) 24" X 36" hard copies of color Schematic Design Plans*
- *Two (2) 11" X 17" hard copies of color Schematic Design Plans*
- *One (1) 8 ½" X 11" black and white PDF of Schematic Design Review meeting minutes*
- *One (1) 8 ½" X 11" black and white PDF of development regulation data summary per 1.5*
- *CAD files to the city*

## **DESIGN PACKAGE 1 SITE WORK**

(140 calendar days)

- 2.1. Design Development** – Based on the approved Schematic Design, BA shall prepare design development documents for the city's approval that includes all site-related work including civil/site infrastructure, paving, and drainage. The design development documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of Design Package I – Site Preparation, Includes the design for activities such as overall site clearing & grubbing, site demolition, design of storm and sanitary sewer utility improvements, electrical, duct bank distribution, Storm Water Pollution preventions plan (SWPPP) and general earthwork activities for the entire park. Predesign meetings with the utility companies, FPL, Miami-Dade, WASD, SFWMD, Telecommunication, city gas, establish all points of service, demand loads, lead times. The phase also includes upgrades to the existing pump station, including controls utilized for irrigation. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (design development) that will be included in the design development drawings for Design Package 1, site work.
- 2.2. Design Development Review Meeting** – If requested by the city, BA shall attend up to (3) meetings to review the Design Development Documents. The city shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved schematic

design plans (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes. If requested by the city, BA shall attend one (1) Site Plan Pre-Application meeting with City staff.

- 2.3. **The opinion of Probable Cost** – BA shall prepare an updated Opinion of Probable Construction Cost of the Design Development Plan Documents. The OPCC shall follow AACE requirements as applicable to this project. BA shall revise the cost estimate one time.
- 2.4. **Updated Project Development Schedule** – BA shall update the Project Development Schedule and provide a new schedule to the city for review and comment.
- 2.5. **90% Construction Documents** – BA shall develop the project design elements to the 90% completion level. The resulting plans shall be suitable for submission to permitting agencies. The 90% Construction documents as the basis of the CMR's GMP. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (construction documents) that will be included in the 90% CD drawings.
- 2.6. **90% Technical Specifications** – BA shall prepare and provide to the city draft technical specification sections associated with the project work for the city review and comment. The city shall provide one (1) consolidated list of comments to be incorporated into the 100% Technical Specifications.
- 2.7. **90% Design Review Meeting** – If requested by the City, BA shall attend up to two (2) meetings to review the 90% CDs. The city shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 90% CD's (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes.
- 2.8. **CMR Review and Coordination** – BA shall attend up to two (2) meetings to review the 90% CDs with the CMR. The contractor shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 90% CD's (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes.
- 2.9. **100% Construction Documents** – Based on comments received and direction given on the 90% CD's and the City's reviewers, BA shall finalize the project design elements to the 100% completion level and a permit ready set of plans. BA shall prepare an Opinion of Probable Construction Cost of the 100% plan documents. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (construction documents) that will be included in the 100% CD drawings.
- 2.10. **The opinion of Probable Cost** - BA shall prepare an Opinion of Probable Construction Cost of the 90% Construction Documents. The OPCC shall follow AACE requirements as applicable to this project. BA shall revise the cost estimate one time.
- 2.11. **100% Technical Specifications** – Based on comments received from the city, BA shall finalize technical specification sections associated with the project work. Scope includes preparation of

technical specifications, which shall be technical, not including Division 100 or other contractual terms and conditions that conflict with the city's standard construction contracts.

*Deliverables Design Development for package 1 Site Work –BA shall deliver the following:*

- One (1) 24" X 36" PDF file of Design Development Drawings
- Three (3) 24" X 36" hard copies of Design Development Plans
- Two (2) 11" X 17" hard copies of Design Development Plans
- One (1) 8 ½" X 11" black and white PDF of Updated Opinion of Probable Construction Cost
- One (1) 8 ½" X 11" black and white PDF of Design Development Review meeting minutes
- One (1) 8 ½" X 11" black and white PDF of Updated Project Development Schedule
- CAD files to the city

*Deliverables for Construction Documents for package 1 Site Work –BA shall deliver the following:*

- One (1) 24" X 36" PDF file of 90% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 90% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF set of 90% Technical Specifications
- One (1) 24" X 36" PDF of 100% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 100% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF copy of Updated Opinion of Probable Construction Cost of 90% plans
- One (1) 8 ½" X 11" black and white PDF of review meeting minutes at 90%, and 100% review and permit review meetings
- All project deliverable Drawing shall be submitted in CAD (.DWG) and KMZ (google earth) format.

## **DESIGN PACKAGES 2 & 3 - AMPHITHEATER, PLAY-FIELDS, SKATE PARK & NATURE AREA**

(175 calendar days)

**3.1. Design Development** – Based on the approved Schematic Design option, BA shall prepare design development documents for the city's approval that includes. **Design Package 2** will primarily consist of the open-air amphitheater and surrounding outdoor green spaces in the southern portion of the park. The Events Lawn area includes such amenities as a sloped green space, an open-air covered pavilion, with a stage, support areas, club seating area, stage loading areas, an air-conditioned restroom building with an "overlook" roof, sloping lawn terraces overlooking the lake, access road, parking areas, passenger drop-off, multiple shelters, a community garden, a dog park, and a playground. **Design Package 3** will cover the north and eastern portion of the park, and will primarily consist of softball/baseball fields, a fitness loop, a skateboard park with a pump track, a learn-to-bike loop, fitness stations, multiple shelters, and other ancillary support facilities. Included are "The Beach" and the "Rocklands" areas. Some of "The Beach" area amenities include a waterfront "beach" sand stretch, with beach volleyball courts, an air-conditioned restroom building, multiple picnic shelters, and park parking areas. The "Rocklands" area will be more oriented to a nature conservancy with an over-water boardwalk, a wetland habitat, nature trails, fishing pier, a sensory play space, a canoe/kayak rental, and a launchpad. The scope includes FFE for buildings and site and BA will work with the city negotiated vendors list for selection/ design of FFE items.

Renderings/ perspectives for exterior/ interiors of this phase shall be developed to assist the city in interpreting the design and provide feedback for the overall context. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (design development) that will be included in the design development drawings for Design Package 2 and 3 (Amphitheater, Play-fields & Skate Park).

- 3.2. Design Development Review Meeting** – If requested by the city, BA shall attend up to (3) meetings to review the Design Development Documents. The city shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved schematic design plans (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes. If requested by the city, BA shall attend one (1) Site Plan Pre-Application meeting with City staff. BA will participate up to (3) three City Council/ Doral Resident Workshops and will prepare the presentation materials and provide an overview of the design highlighting key elements. The city along with the PMT and CMR will administer all other aspects of the Workshop. One representative from BA shall attend.
- 3.3. Site Plan Application Package** – BA shall submit a final site application package for design packages 2 and 3 (Amphitheater, Play-fields, Skate Park & Nature Areas). This package will include all drawings required for Planning and Zoning stipulated at the initial pre-application meeting.
- 3.4. The opinion of Probable Cost** – BA shall prepare an updated Opinion of Probable Construction Cost of the Design Development Plan Documents. The OPCC shall follow AACE requirements as applicable to this project. BA shall revise the cost estimate one time.
- 3.5. Updated Project Development Schedule** – BA shall update the Project Development Schedule and provide a new schedule to the city for review and comment.
- 3.6. 90% Construction Documents** – BA shall develop the project design elements to the 90% completion level. The resulting plans shall be suitable for submission to permitting agencies. The 90% Construction documents as the basis of the CMR's GMP. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (construction documents) that will be included in the 90% CD drawings.
- 3.7. 90% Technical Specifications** – BA shall prepare and provide to the city draft technical specification sections associated with the project work for the city review and comment. The city shall provide one (1) consolidated list of comments to be incorporated into the 100% Technical Specifications.
- 3.8. 90% Design Review Meeting** – If requested by the city, BA shall attend up to two (2) meetings to review the 90% CDs. The city shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 90% CD's (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes.
- 3.9. CMR Review and Coordination** – BA shall attend up to two (2) meetings to review the 90% CDs with the CMR. The contractor shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major

changes that represent a significant departure from the approved 90% CD's (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes.

- 3.10. 100% Construction Documents** – Based on comments received and direction given on the 90% CD's and the City's reviewers, BA shall finalize the project design elements to the 100% completion level and a permit ready set of plans. BA shall prepare an Opinion of Probable Construction Cost of the 100% plan documents. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (construction documents) that will be included in the 100% CD drawings.
- 3.11. The opinion of Probable Cost** - BA shall prepare an Opinion of Probable Construction Cost of the 90% Construction Documents. The OPCC shall follow AACE requirements as applicable to this project. BA shall revise the cost estimate one time.
- 3.12. 100% Technical Specifications** – Based on comments received from the city, BA shall finalize technical specification sections associated with the project work. Scope includes preparation of technical specifications, which shall be technical, not including Division 100 or other contractual terms and conditions that conflict with the city's standard construction contracts.

*Deliverables for Design Development for design packages 2 & 3 (Amphitheater, Play-fields, Skate Park & Nature Areas) - BA shall deliver the following:*

- *One (1) 24" X 36" PDF file of Design Development Drawings*
- *Three (3) 24" X 36" hard copies of Design Development Plans*
- *Two (2) 11" X 17" hard copies of Design Development Plans*
- *One (1) 8 ½" X 11" black and white PDF of Updated Opinion of Probable Construction Cost*
- *One (1) 8 ½" X 11" black and white PDF of Design Development Review meeting minutes*
- *One (1) 8 ½" X 11" black and white PDF of Updated Project Development Schedule*
- *CAD files to the city*

*Deliverables for Construction Documents for packages 2 & 3 (Amphitheater, Play-fields, Skate Park & Nature Areas) –BA shall deliver the following:*

- *One (1) 24" X 36" PDF file of 90% Construction Drawings*
- *Three (3) 24" X 36" black and white hard copies of 90% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF set of 90% Technical Specifications*
- *One (1) 24" X 36" PDF of 100% Construction Drawings*
- *Three (3) 24" X 36" black and white hard copies of 100% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications*
- *One (1) 8 ½" X 11" black and white PDF copy of Updated Opinion of Probable Construction Cost of 90% plans*
- *One (1) 8 ½" X 11" black and white PDF of review meeting minutes at 90%, and 100% review and permit review meetings*
- *All project deliverable Drawing shall be submitted in CAD (.DWG) and KMZ (google earth) format.*



## **DESIGN PACKAGE 4 – RECREATIONAL & AQUATICS FACILITIES**

(220 calendar days)

- 4.1. Design Development** – Based on the approved Schematic Design option, BA shall prepare design development documents for the city’s approval that includes. Design Package 4 stage covers the western portion of the park, contains the majority of the vertical construction components, and the more complex park features, including; a competition pool with a grandstand, a teaching pool, an activity pool with zero-depth entry, water slides, a lazy river, a toddler splash play area, a training building, pool equipment building, an indoor recreation center, shaded pavilions, tennis courts, basketball courts, and general surface parking areas. Water heating will be required for the competition and teaching pools. Gas transmission lines are available in the park vicinity, providing an opportunity to use this resource for the heating of pools. The Training Building houses the Men’s and Women’s lockers and restrooms, a pro-shop, the check-in/office area, lifeguard room, concessions, mechanical/electrical, and storage rooms. The two-story approximately 75,000 square feet Indoor Recreation Center includes a double gymnasium, a café, indoor play areas, art room, lockers, a secured child watch area, a conference room, offices for City of Doral Parks staff, an indoor fitness center, free weights area, multipurpose rooms, an outdoor fitness terrace, and an elevated running track. BA will explore the park administration offices to be located either within the recreation building or possible elsewhere near the recreation center/aquatics facility. BA will study this with the city during the schematic design phase to determine the optimal location for this program. The Recreation Center building will be a category 5 building. The site will include a dedicated drop-off plaza, surface parking lot, an events lawn, and a cultural plaza events space. It should be noted that BA will proceed with the conceptual direction of the recreation center as illustrated in the presentation that provided recommendations and suggestions on both the recreation program and overall building layout/design. The scope includes FFE for buildings and site and BA will work with the city negotiated vendors list for selection/ design of FFE items. Renderings/ perspectives for exterior/ interiors of this phase shall be developed to assist the city in interpreting the design and provide feedback for the overall context. See the Doral Central Park RFQ Scope of Services EXHIBIT “B” (design development) that will be included in the design development drawings for Design Package 4, (Recreational and Aquatics Facilities).
- 4.2. Design Development Review Meeting** – If requested by the city, BA shall attend up to (3) meetings to review the Design Development Documents. The city shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved schematic design plans (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes. If requested by the city, BA shall attend one (1) Site Plan Pre-Application meeting with City staff. BA will participate up to (3) three City Council/ Doral Resident Workshops and will prepare the presentation materials and provide an overview of the design highlighting key elements. The city along with the PMT and CMR will administer all other aspects of the Workshop. One representative from BA shall attend.
- 4.3. Site Plan Application Package** – BA shall submit a final site application package for design packages 4 (Recreational and Aquatics Facilities). This package will include all drawings required for Planning and Zoning stipulated at the initial pre-application meeting.

- 4.4. The opinion of Probable Cost** – BA shall prepare an updated Opinion of Probable Construction Cost of the Design Development Plan Documents. The OPCC shall follow AACE requirements as applicable to this project. BA shall revise the cost estimate one time.
- 4.5. Updated Project Development Schedule** – BA shall update the Project Development Schedule and provide a new schedule to the city for review and comment.
- 4.6. 50% Construction Documents** – Based on comments received and direction given on the 50% CD's, BA shall further develop the project design elements to the 90% completion level. The 50% set will also include the foundation package for the recreation center. The resulting plans shall be suitable for submission to permitting agencies. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (construction documents) that will be included in the 50% CD drawings.
- 4.7. 50% Design Review Meeting** – If requested by the city, BA shall attend up to two (2) meetings to review the 50% CDs. The city shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 50% CD's (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes.
- 4.8. CMR Review and Coordination** –BA shall attend up to two (2) meetings to review the 50% CDs with the CMR. The contractor shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 50% CD's (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes.
- 4.9. The opinion of Probable Cost** - BA shall prepare an Opinion of Probable Construction Cost of the 50% Construction Documents. The OPCC shall follow AACE requirements as applicable to this project. BA shall revise the cost estimate one time.
- 4.10. 90% Construction Documents** – Based on comments received and direction given on the 50% CD's, BA shall further develop the project design elements to the 90% completion level. The resulting plans shall be suitable for submission to permitting agencies. The 90% Construction documents as the basis of the CMR's GMP. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (construction documents) that will be included in the 90% CD drawings.
- 4.11. 90% Technical Specifications** – BA shall prepare and provide to the city draft technical specification sections associated with the project work for the city review and comment. The city shall provide one (1) consolidated list of comments to be incorporated into the 100% Technical Specifications.
- 4.12. 90% Design Review Meeting** – If requested by the city, BA shall attend up to two (2) meetings to review the 90% CDs. The city shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 90% CD's (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes.

- 4.13. CMR Review and Coordination** –BA shall attend up to two (2) meetings to review the 90% CDs with the CMR. The contractor shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 90% CD's (major being defined as adding or reducing scope that impacts the physical elements or major moving/relocation of design elements) shall be provided as an additional service. BA shall prepare and distribute meeting minutes.
- 4.14. 100% Construction Documents** – Based on comments received and direction given on the 90% CD's and the City's reviewers, BA shall finalize the project design elements to the 100% completion level and a permit ready set of plans. BA shall prepare an Opinion of Probable Construction Cost of the 100% plan documents. See the Doral Central Park RFQ Scope of Services EXHIBIT "B" (construction documents) that will be included in the 100% CD drawings.
- 4.15. The opinion of Probable Cost** - BA shall prepare an Opinion of Probable Construction Cost of the 90% Construction Documents. The OPCC shall follow ACE requirements as applicable to this project. BA shall revise the cost estimate one time.
- 4.16. 100% Technical Specifications** – Based on comments received from the city, BA shall finalize technical specification sections associated with the project work. Scope includes preparation of technical specifications, which shall be technical, not including Division 100 or other contractual terms and conditions that conflict with the city's standard construction contracts.

*Deliverables for Design Development for design package 4 (Recreational and Aquatics Facilities) – BA shall deliver the following:*

- One (1) 24" X 36" PDF file of Design Development Drawings
- Three (3) 24" X 36" hard copies of Design Development Plans
- Two (2) 11" X 17" hard copies of Design Development Plans
- One (1) 8 ½" X 11" black and white PDF of Updated Opinion of Probable Construction Cost
- One (1) 8 ½" X 11" black and white PDF of Design Development Review meeting minutes
- One (1) 8 ½" X 11" black and white PDF of Updated Project Development Schedule

*Deliverables for Construction Documents for design package 4 (Recreational and Aquatics Facilities) – BA shall deliver the following:*

- One (1) 24" X 36" PDF file of 50% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 50% Construction Drawings
- One (1) 24" X 36" PDF file of 90% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 90% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF set of 90% Technical Specifications
- One (1) 24" X 36" PDF of 100% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 100% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF copy of Updated Opinion of Probable Construction Cost of 90% plans

- *One (1) 8 ½" X 11" black and white PDF of review meeting minutes at 50%, and 90% review and permit review meetings*
- *All project deliverable Drawing shall be submitted in CAD (.DWG) and KMZ (google earth) format.*

### **PERMIT REVIEW**

(65 calendar days for Package 1, 45 calendar days for packages, 2/3 & 4 (subject to agency permit process)

- 5.1. Permit Review** – BA shall make submittals for the required permit reviews outside the City of Doral. These shall include but not be limited to:
- ERP Storm Water Permit by SFWMD
  - Water and Sewer Agreement by WASD
  - Water Permit - Miami Dade County Health Department
  - Sewer Permit – Miami Dade County
  - Sewer Allocation – Miami Dade County
  - Miami Dade County Public Works
  - Miami Dade County Fire

After completion of the permit review process from outside agencies, the design team shall coordinate with the city for a meeting with City reviewers for all disciplines. BA shall lead the discussions in this meeting and record any comments or concerns from City reviewers and the design team shall promptly address any issues to obtain plans approvals to enable the selected contractor to submit for and pull the permits following the execution of the contract for construction. Note that the duration for all applicable permitting processes for this project is subject to each reviewing agency and not controlled by BA and its design team.

- 5.2. Resubmittals** – BA shall provide written responses to comments from outside agencies and provide signed and sealed drawings of changes associated with resolving comments.

*Deliverables for Permit Review, BA shall deliver the following:*

- *One (1) 24" X 36" black and white PDF file of all revised construction documents*
- *Three (3) 24" X 36" black and white signed and sealed sets of all revised drawings*
- *One (1) 8 ½" X 11" black and white PDF copy of written responses to building department comments on all drawings.*
- *One (1) 8 ½" X 11" black and white PDF copy of written responses to agencies reviewing the plans*

### **CMR BIDDING SUPPORT**

- 6.1. Bidding Requests for Information (RFI's)** – B&A shall prepare responses to questions from prospective bidders related to design issues and provide clarifications and interpretations of the bidding documents to the city.

- 6.2. Pre-Bid Meeting for Proposers** – B&A shall attend one (1) pre-bid conference organized by the city and CMR contractor. B&A shall not be responsible for advertising or arranging for the location of the pre-bid meeting.

## **CONSTRUCTION SERVICES**

466 calendar days

- 7.1. Submittal Review** – BA shall review and comment on shop drawings, samples, and other data and reports, which the selected Contractor is required to submit for review. This review shall only be for conformance with the design concept of the project and compliance with the information provided in the Contract Documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or safety precautions and related programs. The review shall be conducted within ten (10) working days of submittal of shop drawings. The shop drawings shall be handled through Procore. BA shall review the proposed Contractor substitutions but shall not be responsible for providing or researching technical data and information related to such substitutions. Contractor to provide all support data and information for proposed substitutions.
- 7.2. Responses to RFI's** – BA shall respond to and provide clarifications and interpretations of the Contract Documents as needed and requested within five (5) working days by the Contractor or the city. It is assumed that RFI's shall be handled through Procore.
- 7.3. Site Visits and Meetings** – BA shall perform site visits up one (1) time per week in conjunction with on-site/project meetings during the construction phase. (Estimated construction period of 22 months = 88 site visits/meetings). This shall depend on the phase and packages relative to the required disciplines needed. During the site visits, BA shall become familiar with the progress and quality of the Contractor's work and determine if said work is generally proceeding following the Contract Documents and be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the Contract Documents. Field reports shall be provided to City after site visits. BA shall not be responsible for scheduling or coordinating meetings with the Contractor or for producing minutes of Contractor arranged meetings afterward.
- 7.4. Substantial Completion Walkthrough** – Upon notice from Contractor of completion of work BA shall visit the site one (1) time for each of the phases of work (a total of 3 times) to conduct a Substantial Completion Site Inspection to determine if the completed work (by phase) by the Contractor is in general accordance with Contract Documents. BA will provide a punch list of outstanding issues that need to be completed/corrected. If the Contractor requires more than two (2) partial completion approvals, BA shall bill additional site visits to the contractor to perform such partial inspections on an hourly basis. This service shall be completed in addition to site visits and meetings.
- 7.5. Final Completion Walk Through** – Upon notice from Contractor of completion of work and a final inspection has been completed by the City's Building Department, BA shall visit the site one (1) time to conduct/complete a Final Completion Inspection to determine if the completed work by the Contractor is in general accordance with Contract Documents and that all punch list items have been resolved. BA shall provide a Final Completion Notice to the city once the project is deemed to be in full accordance with the Contract Documents. This service shall be completed in addition to Site Visits and Meetings. Additional inspections or walk-throughs required due to the contractor's inability to

complete all punch list items the first time and in no way due to the actions or omissions of the BA shall be billed to the contractor on an hourly basis. Once the Contractor has provided a full copy of all as-built plans, warranty, and product information documents and maintenance manuals, BA shall provide the same such documents to the city.

- 7.6. Record Drawings and Specifications** – BA shall review the record drawings provided by the Contractor and provide comments, required corrections, or changes. Once the contractor markups are correct and match the built project, BA shall prepare record drawings and provide them to the City on 24" X 36" PDF's. Final record drawings and specifications shall be provided in both hard and digital copy.
- 7.7. One-year Inspection** – One year after the City issues a final acceptance of the contractor's construction work, BA shall perform a warranty walkthrough. BA shall visually review the built project and provide the City with a list of items that are not in compliance with the contract document warranties. Any component that is buried or not visible, such as underground utilities or utilities within walls, shall not be part of this review.
- 7.8. Pay Applications** – BA shall review and comment on up to fourteen (22) pay applications provided by the Contractor, based on the anticipated duration of the project construction.

Deliverables for Construction Services, BA shall deliver the following:

- *One (1) 8 ½" X 11" black and white PDF of each reviewed submittal*
- *One (1) 8 ½" X 11" black and white PDF of responses to RFI's*
- *One (1) 8 ½" X 11" black and white PDF of all Field Reports (for each site visit)*
- *One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List*
- *One (1) 8 ½" X 11" pdf file of pay application reviews. (22 total)*
- *Three (3) 24" X 36" black and white Final record drawings (and Electronic PDF format)*
- *One (1) 8 ½" X 11" black and white PDF one-year post-occupancy inspection report*

## **SPECIALTY SERVICES INCLUDED AND OPTIONAL SERVICES**

- **Site Boundary and Topographic Survey (SPECIALTY SERVICES INCLUDED)**

**Boundary & Topographic Survey** – BA shall prepare a boundary and topographic survey of the Project establishing the perimeter of the property following the legal description provided by the city. The survey shall show aboveground boundary encroachments, interior improvements, right-of-way, and easements of record as shown on applicable recorded plats adjoining or across the property. If easements or rights-of-way of record, other than those shown on recorded plats, are required, this information must be furnished to BA. The survey shall show topographic elevations on a 100-foot grid for land areas and at 50-foot intervals within the adjoining full rights-of-ways for NW 33rd Street, NW 87th Avenue and NW 92nd Avenue and topographic elevations at 200-foot intervals, approximately 5' south of the park's south boundary; together with offsite sanitary sewer manhole #16 rim and invert elevations along with topographic elevations and above ground improvements running south approximately 315 feet on a 20-foot wide path to existing chain link fence at the north side of Lift Station PS 0218.

**Lake Soundings** – BA shall measure lake cross-sections along the northerly, westerly, and easterly sides of the lake for a total approximate length of 2,000 linear feet, at 100-foot intervals from the top of lake bank to lake bottom deep cut.

**Tree Survey** - The depiction of trees on the survey drawing will be following the code requirements of Miami-Dade County by a certified arborist. The tree inventory and evaluation shall reflect the following data to meet the requirements for Miami-Dade County: tree species; common and scientific names; dbh (diameter at breast height) for dicot trees; clear trunk, grey wood, or overall heights for palms; canopy spread, and general health/ condition/ hazard determination as evaluated by an ISA Certified Arborist.

**Sketch and Legal Description** – BA shall prepare a Sketch and Legal Description to benefit the granting of a new water and sewer easement within the park including. Drafting and computations shall be following the standards of practice set forth by the Florida Department of Agriculture and Consumer Services (OOACS) of Professional Surveyors and Mappers.

#### **Subsurface Utility Engineering (SUE)Tasks**

Underground Utility Designation – BA shall provide utility designation services within the above referenced Park and within the adjoining road rights-of-ways for NW 33rd Street, NW 87th Avenue, and NW 92 Avenue. BA shall also provide utility designation services within 20 wide paths from existing Manhole #16, south to existing Lift Station PS 0218 as depicted on attached Exhibit C. APWA standards are used for marking. A subsurface ground penetrating radar (GPR) unit will be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of any detectable utility. A GPR unit can assist in identifying nonmetallic utilities and other structures that are unidentifiable using traditional electromagnetic techniques. Factors such as soil moisture clay content and variations in the dielectric constants of materials control the effectiveness of the GPR method. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long are well-grounded electrically. Designating underground utilities is not an exact science. Therefore, BA expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each Project. The city understands that limitations within the available technology, the complexity of site conditions, and circumstances beyond the control of BA may limit the performance/results of BA's services. The services provided by BA shall be performed following generally accepted professional practices as related to the nature of services performed. BA cannot guarantee that all utilities within any given survey area will be identified because of inherent within technology and existing site conditions. Utility location is being provided to prevent or reduce the likelihood of damage during excavation and/or provide design information.

- **Geotechnical Testing (OPTIONAL SERVICE)**

The geotechnical field services will include Standard Penetration Test (SPT) borings following ASTM D-1586, percolation/exfiltration testing following South Florida Water Management District (SFWMD)'s usual open-hole procedures, Double Ring Infiltration (DRI) testing following ASTM D-3385, and Limerock Bearing Ratio (LBR). Upon termination of the borings, all holes will be backfilled with grout to the ground surface and the site will be restored to its original condition. The geotechnical field exploration and testing programs will be as follows:

Facility	Type of Testing	No. Testing	Testing Depth (ft)	Remarks
Indoor Recreation Center	Soil Boring	8	50	-
Dedicated Drop-off Plaza	Soil Boring	3	10	-
Surface Parking Lot and Primary Vehicular Entrance	Soil Boring	12	10	-
Competition Pool	Soil Boring	5	50	-
Pool Equipment Building	Soil Boring	2	25	-
Park Maintenance/Storage Building	Soil Boring	2	25	-
Sloping Events Lawn	Soil Boring	4	10	-
Amphitheater Stage	Soil Boring	4	50	-
Aquatic Facility	Soil Boring	4	25	-
Leisure Pool	Soil Boring	2	50	-
Leisure Pool Deck	Soil Boring	4	10	-
Teaching Pool	Soil Boring	2	50	-
Competition Pool Deck	Soil Boring	4	10	-
Skate Spot and Pump Track and Learn-to-Bike Loop	Soil Boring	6	10	-
Sensory Playscape	Soil Boring	4	25	-
Lake-Front Sand Volleyball	Soil Boring	2	10	-
Playground/Playspace	Soil Boring	2	25	-
Basketball Courts	Soil Boring	5	10	-

Facility	Type of Testing	No. Testing	Testing Depth (ft)	Remarks
Tennis Courts and Small Tot-Lot	Soil Boring	6	10	-
Lake-Front Promenade	Soil Boring	1	10	Will reuse two (2) borings requested by Marine Engineer
Cultural Plaza with Sculptural Play Piece	Soil Boring	3	10	-
Perimeter Roads with On-Street Parking	Soil Boring	14	10	-
Canoe/Kayak/Paddle Boat Launch	Soil Boring	2	10	-
Natural Area with Nature Trails	Soil Boring	3	10	-
Nature Pavilion	Soil Boring	2	25	-
Restroom Buildings	Soil Boring	4	25	For two (2) restroom building
Small Picnic Shelters	Soil Boring	19	10	For nineteen (19) small picnic shelters
Large Picnic Shelters	Soil Boring	10	20	For five (5) large picnic shelters
Main Events/Sports Lawn and Bike/Exercise Loop	Soil Boring	9	10	-
Lake-Front Trail	Soil Boring	8	10	-
Community Garden	Soil Boring	2	10	-
Overflow Turf Parking Area	Soil Boring	3	10	-
Youth Softball/Baseball Diamonds	Soil Boring	5	10	-
Borings on Water for Walkway Bridge	Soil Boring	4	75	As Requested by the Marine Engineer on 5/1/2020
Borings on Water for Walkway Bridge	Soil Boring	3	50	As Requested by the Marine Engineer on 5/1/2020
Borings on Land for Lake-Front Walkway	Soil Boring	2	50	As Requested by the Marine Engineer on 5/1/2020
Dedicated Drop-off Plaza	Percolation	1	15	-
Surface Parking Lot	Percolation	4	15	-
Main Events/Sports Lawn	Percolation	4	15	-
Overflow Turf Parking Area	Percolation	1	15	-
Youth Softball/Baseball Diamonds	Percolation	2	15	-
Sloping Events Lawn	DRI Testing	1	-	-
Lake-Front Sand Volleyball	DRI Testing	1	-	-
Main Events/Sports Lawn	DRI Testing	1	-	-
Youth Softball/Baseball Diamonds	DRI Testing	1	-	-



- **Material Testing (OPTIONAL SERVICE)**

Material Testing – Material testing will include the following services:

concrete testing for strength and slump.

Compaction test.

Welds if there is steel in the project; and,

Testing for Hot Soil to determine if it can be re-used or discarded.

- **Threshold Inspections (OPTIONAL SERVICE)**

- **Vacuum Excavations (OPTIONAL SERVICE)** – BA shall vacuum excavate to physically measure vertical location, diameter, type of material, and depth of utilities at locations to be specified by the city. Vacuum test holes are a technique used to safely expose utilities using compressed air or vacuum air. Vertical elevation, diameter, type of material, and other information is obtained once the utility is exposed (maximum 10 test holes).

*Deliverables for the optional specialty services, BA shall deliver the following:*

- *One (1) 8 ½" X 11" black and white PDF of Geotechnical Testing Results*
- *Three (3) 24" X36" hard copies of Topographic and Boundary survey*
- *One (1) 24" X36" black and white PDF file of Topographic and Boundary survey*
- *Threshold and Material testing reports*

**PART C - COMPENSATION**

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The Lump Sum fees for Basic Design Services are as follows:

Schematic Design	\$1,106,263.00 LS
Design Package 1	\$ 338,544.00 LS
Design Package 2&3	\$1,031,244.00 LS
Design Package 4	\$2,330,574.00 LS
Permit Reviews	\$ 113,746.00 LS
CMR Bidding Support	<u>\$ 50,000.00 T&amp;M</u>
Subtotal	\$4,970,372.00 LS

The T&M fees for Construction Administration Services are as follows:

Construction Administration Services	\$1,279,628.00 T&M
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Grand Total	\$6,250,000.00
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Specialty Services are as follows:

Surveying Services	\$ 33,450.00 LS
Threshold Inspection	\$ 39,000.00 LS

(Note Specialty Services fees are included in the Basic Design Services above)

Optional Services are as follows

Geotechnical Testing	\$ 200,000.00 LS
Overall Project Logo Design (signage)	\$ 20,000.00 LS
Overall Diagrammatic Area Map (signage)	\$ 12,000.00 LS
DAS – Public Life Safety Radio System (IT)	\$ 6,500.00 LS
Looping of water along NW 92 Ave, Design & Permit only (Civil)	\$ 17,500.00 LS
FGBC Silver certification	\$ 44,000.00 LS
Enhanced Commissioning (FGBC)	\$ 20,500.00 LS
Energy Model (FGBC)	\$ 6,000.00 LS
Survey Vacuum excavation (max. 10 holes)	\$ 5,000.00 LS
Include traffic counts (intersections and links) and parking surveys of existing parks in Miami-Dade County (Traffic)	<u>\$ 5,000.00 LS</u>
Subtotal – optional services	<u>\$ 336,500.00 LS</u>

**PART D - SERVICES NOT INCLUDED**

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

1. Additional meetings to the meetings described above
2. Application fees for all permit applications
3. Land-use changes, rezoning or special use permits
4. Any permitting associated with hazardous materials
5. Aerials, underground mapping
6. Evaluation of the qualifications of bidders or persons providing proposals
7. LEED Building Design Certification
8. Expert Testimony
9. CAD or .dwg produced files of Contractor provided as-built plans.
10. Bid tabulation form or calculations, addenda during bidding

**PART E - HOURLY RATE SCHEDULE**

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Principal	\$242.00
Sr. Project Manager	\$230.00
Project Manager	\$200.00
Sr. LA	\$220.00
Sr. Architect/I.D.	\$180.00
Sr. Engineer/Planner	\$180.00
Sr. Inspector	\$125.00
Planner	\$120.00
Architect	\$105.00
Engineer	\$105.00
Interior designer	\$100.00
Landscape Architect	\$100.00
Spec writer	\$96.00
Inspector	\$95.00
Estimator (QS)	\$90.00

Sr. CAD tech	\$90.00
CAD tech	\$75.00
Clerical	\$50.00

## **PART F – SUPPLEMENTAL SCOPE FOR REFERENCE**

The following is additional information and detail is regarding (3) three areas of specialty services: 1. Low Voltage/IT/Data, 2. Environmental, and 3. FGBC Silver Certification. The following information provides a detailed scope for each.

### **1. LOW VOLTAGE / IT / DATA (INCLUDED IN BASIC SERVICES)**

The scope of services included in regarding low voltage, IT / Data will include:

- **Structured Cabling System**
  - Audio Visual
  - Surveillance Cameras
  - Access Control
  
- **Technology Systems**
  - Structured Cabling System (SCS)
  - SCS will consist of the following, and the associated terminations:
    - Voice
    - Data
    - Wireless Access Points

The scope shall include a passive Voice/Data (telephone) infrastructure which shall be included in the design and specifications of the horizontal cabling and connection system:

- Wall outlet configurations, as each space requires.
- Data equipment room rack-mounted patch panels and cross-connects to support the city-provided active equipment.
- Coordinate equipment rack space to accommodate the city-provided active equipment, Building backbone, and riser (fiber and/or copper) cabling.
- Coordination of data entrance equipment and locations with the local data service provider.
- Fiber optic and copper cabling to support voice and a variety of data systems for the project.
- Determine/verify the materials and cabling density, along with the city-specific active considerations.
- BA shall design cable pathways including conduit, j-hooks, cable tray, and sized sleeves through fire-rated walls.
- The scope shall determine the coverage area for each communications room and note these areas on the drawings.

- **Communications Network Design**

BA shall coordinate and assist the city IT department in their design and selection of the following:

- Network Layer 1 (physical) data switch configuration based on the number of data outlets in Telecommunications Room zones. BA will provide adequate space for the city-provided Data Switches within the Racks/Cabinets.

- The data switch layout shall also include the placement of patch panels, ventilation spacing, and cable management on the equipment rack.
- Horizontal and backbone cabling, and cross-connect layout for the digital and/or analog voice system.
- Show/layout space for the city-provided IP signaling server.
- Size and specify the uninterruptible power source (UPS) for each rack or communication room for all IT data/services.

○ **Community Access Television (CATV) System**

BA shall coordinate and assist the city IT department in their design and selection of the following:

- Building backbone and riser (coaxial hardline) cabling.
- Design and specification of the horizontal coaxial cabling and connection system.
- Wall outlet configurations, as each space requires.
- Create loss calculations and loss budgets from the service entrance to each outlet.
- Placement of taps, splitters amplifiers, modulators, processors, and/or equalizers.
- Coordinate equipment rack space to accommodate the city specified and service provider active equipment.
- Design considerations for Internet Protocol Television (IPTV) and coordination with the structured cabling plan for distribution.

○ **Audio Visual System**

BA shall coordinate and assist the city IT department in their design and selection of the following:

- Provide an audio/visual system including infrastructure (cabling), speakers, amplifiers, audio and visual input devices, and digital audio and video processing and distribution to the system infrastructure for general background music, House Paging, Ride Paging, and Ride Safety Audio. The Audio/Visual system shall include the following:
  - Digital audio and visual head-end system capable of room combining, audio signal processing, audio, and visual matrix switching, and individual room control of multiple audio and visual signals.
  - Balanced audio and visual device inputs.
  - Amplifiers providing zoned audio and visual signals to each designated room.
  - A control system capable of controlling the entire A/V system from a remote location.
  - Video and teleconferencing systems allowing distance learning.
- Cabling distribution for projectors, monitors, projection screens, and interface devices, as well as integration with audio input and output devices, will be included in the audio/visual design. BA recommends the use of Monitors over Projectors for longevity and quality.
- Digital signage design/specification for wayfinding and conference room scheduling. If applicable.
- The audio/visual system shall include a zoned overhead paging and background music capabilities for common and back-of-house areas. This is not part of the fee and is an optional service if needed.

○ **Surveillance Cameras / Closed Circuit Television (CCTV)**

BA shall coordinate and assist the city IT department in their design and selection of the following

- This system shall include the specification of a system transmitting live video over coaxial or unshielded twisted pair (UTP) cabling, per the city's discretion
- The UTP infrastructure may be either video over twisted pair, or internet protocol (IP) video, per the city's discretion.
- A camera system identifying camera types, lenses, locations, and aiming, as well as power supply locations.
- Consideration shall be made for Power over Ethernet (PoE) enabled switches for IP cameras.
- If required a Security Room layout including consoles, monitors and camera controls will be designed with the city's involvement. Only if the existing Security room does not have the capacity.
- A rack-mounted matrix switching and control system, if applicable.
- Digital video recorders (DVR) sized according to the city's recording and storage specifications.
- The DVR design also includes macros and software add-ons as requested by the city. Networking for the DVRs, either through the city's data network or through a dedicated network, shall be designed for IP-based systems.

○ **Access Control System**

BA shall coordinate and assist the city IT department in their design and selection of the following

- Controlled proximity card access to the city specified doors.
- An access control head-end layout including door controllers and power supplies.
- User identification through proximity card, keypad, and/or biometric verification. BA will help determine the best cost-effective solution.

## **2. ENVIRONMENTAL (INCLUDED IN BASIC SERVICES)**

### **Natural Resources Assessment Report**

Before visiting the site, BA will conduct a desktop analysis of protected natural resources, including wetlands and protected wildlife species (e.g. burrowing owls, Florida bonneted bats [FBB]). BA will then visit the site to verify the presence/absence of jurisdictional wetlands and protected wildlife species and their habitats. Please note that this scope does not include an acoustic survey for FBB; if it is determined that an FBB acoustic survey will be required, then that survey may be provided as an additional service to this contract.

The findings from the field assessment will be summarized in a Natural Resources Assessment Report prepared in support of the environmental resource permit applications (described below). This report will include a quantitative and qualitative assessment of wetlands and protected wildlife and/or wildlife habitat. The wetlands assessment will include a functional value assessment using the Uniform Mitigation Assessment Method (UMAM) as well as mitigation calculations for unavoidable wetland impacts

### **Environmental Resource Permits**

BA will prepare and submit permit applications to the South Florida Water Management District (SFWMD) and the Miami-Dade County Department of Regulatory and Economic Resources (RER) for the development of the site surface water management system and construction of the proposed boardwalk and fishing pier over wetlands/surface waters. BA will attend project team meetings and coordinate with the project team as necessary to obtain permittable plans, (i.e. drainage plans, surveys, geotechnical investigations, etc.) and other engineering-related information as required for the application. BA will provide the project team with a list of surveys, drawings, and documents that will be required.

If necessary, this task will also include the preparation and submittal of a Burrowing Owl Nest Removal Permit application to the Florida Fish and Wildlife Conservation Commission. This task will include field visits to both survey owl burrows (performed concurrently with field review for wetlands/wildlife assessment) and to relocate the owl burrows. This task will include pre-application meetings with each of the regulatory agencies (SFWMD, RER, and FWC).

### **Tree Removal Permit**

BA will prepare and submit a tree removal permit application to RER. This task will not include a tree inventory as BA recently completed a tree inventory for this site (under a separate City contract). BA will visit the site to confirm the status of the previously inventoried trees, making note of any trees that have been removed or have significantly changed in condition since the previous inventory. The resulting updated tree data set will be used to prepare a tree location map and tree data table to be included with the permit application package. A tree disposition drawing will also be required for the application. This drawing will consist of the proposed site plan (prepared by your site planner) overlain by existing tree positions (provided by BA) to identify tree conflicts.

Removal of existing trees will require tree mitigation from RER. BA will provide the project team with calculations per RER guidelines to determine the number of replacement trees required to offset unavoidable tree impacts. A landscape plan will be required to document that an adequate number of replacement trees are being provided (this proposal does not include the design of a landscape plan as this is a more appropriate task for a landscape architect).

### **Request for Additional Information (RAI) Responses**

BA will respond to up to one RAI each from SFWMD, RER, and FWC. The project team must provide BA with engineering/surveying-related information or plan revisions as required for the RAI response. If additional studies are required, BA will provide an additional service fee estimate to respond. If design changes result in changes to the permitting, modifying the natural resources report and resubmittal of permit documents is not included in this proposal. Additional RAIs studies not outlined above, or extensive agency coordination are also not included in this scope of work.

Fieldwork will be based upon these plans and any changes to the plans after the fieldwork may require additional assessment and therefore outside the scope of this proposal.

### **3. FGBC SILVER CERTIFICATION (OPTIONAL SERVICE)**

BA shall pursue Silver certification of the project under the State's, Florida Green Building Coalition for Commercial properties. BA shall serve as the conduit and 'Point of Contact' for coordinating, organizing, and assisting in the implementation of FGBC criteria. BA shall also perform the following:

Organize and facilitate FGBC charrettes in collaboration with the city. This work shall include:

- Facilitate the charrettes in concert with the contractor, design team and the city
- Develop agendas in concert with the contractor, design team and the city
- Recommend participants
- Moderate each meeting
- Develop and route minute's
- Track assignments
- Capture ideas, notes, drawings, plans, etc. - distribute when necessary

Track and report status and activity of FGBC credits with regards to inclusion in plans and implementation on site.

Develop a comprehensive FGBC Plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required, and the responsible parties. Provide project specification language about FGBC design and construction requirements and develop an FGBC certification schedule. Provide consultation to the project's major systems design teams regarding compliance with FGBC credit points.

Online registration with the Florida Green Building Coalition.

Development, coordination, and tracking of FGBC action items with the design teams throughout all Phases using the FGBC Plan. Conduct materials, product, and systems research for FGBC credit compliance and assist responsible parties in FGBC calculations and online documentation for Site, Water, Energy, Material, and Indoor Environmental Quality Credits. FGBC credit interpretation reviews. Assist in the development and /or review of FGBC specific language for materials and equipment, submittal procedures, Construction Waste Management Planning, and Construction Indoor Air Quality Management until project completion. Train contractor and subcontractors on FGBC requirements and FGBC record keeping.

Facilitate, moderate, and coordinate FGBC and related meetings as necessary throughout the construction phase. Responsible for coordination of the assembly of the FGBC online application documentation submission. Provide a point of contact between project and FGBC on credit interpretation. Coordinate the appeal of denied credits if required.

Building Commissioning (minimum requirements +4 points)

Fundamental commissioning services include those described in FGBC- High Rise Residential Energy Prerequisite 1 – Commissioning of Building Energy Systems and follow the outline and recommendations of ASHRAE Guidelines 0 and 1. BA shall:

Attend an initial meeting with the city and design team to discuss the requirements and implications of the commissioning process.

Review and assist in developing, The city's project requirements (OPR) and the design team's Basis of Design documents for clarity and completeness.

Develop commissioning requirements for incorporation into the Construction and Bid Documents.

Develop and implement a commissioning plan.

Develop and distribute the pre functional tests (PFTs) and functional performance tests (FPT's) for execution by the appropriate subcontractors. Verify the installation and performance of systems being commissioned by sampling.

Perform four site visits with one engineer near the 50% completion point of the installation of the commissioned systems. This typically occurs near the rough inspection phase and is intended to verify if there are any contractor questions or concerns and whether there have been many changes to the original design. Ideally, these coincide with OAC meetings.

Perform up to four site visits with two engineers at a system startup near the 100% completion point of the installation of the commissioned systems. This typically occurs near the final inspection phase. Subcontractors will be responsible for performing and certifying the pre functional tests (PFTs, or "startup tests"). BA shall develop and distribute the checklists in advance and will be on-site as noted herein to coordinate and facilitate the testing via sampling.

Perform up to four site visits with two engineers after the 100% completion point of the installation of the commissioned systems and interiors to witness the functional performance tests (FPT's), and to spot check the Testing, Adjusting and Balancing (TAB) report by others or start-up procedure. Subcontractors shall be responsible for performing certain portions of the FPT's following the Commissioning Plan. BA shall develop and distribute checklists in advance and will be on-site as noted herein to witness and assist via sampling.

Perform up to three site visits with two engineers after the 100% completion point of the installation of the commissioned systems and interiors.

\*\* This proposal is based on the installation schedule of all commissioned systems to be like allowing each to be observed during the site visit. Additional site visits are available as an additional service upon request or as necessary based on the project schedule or to re-inspect any systems that did not pass initially.

*Deliverables for FGBC Certification, BA shall deliver the following:*

*One (1) 8 ½" X 11" black and white PDF of Summary Commissioning Report*

*One (1) 8 ½" X 11" black and white PDF of the Final Commissioning Report*

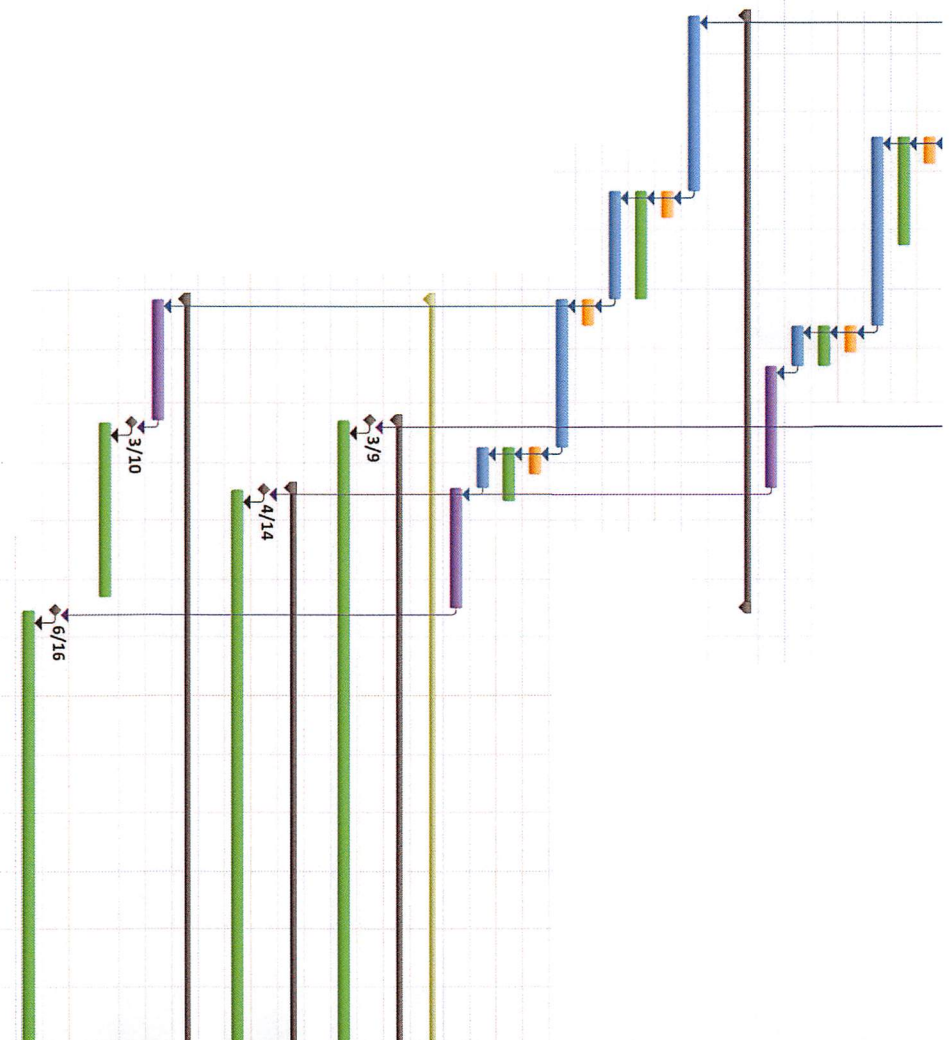
*One (1) 8 ½" X 11" black and white PDF of application comment responses*

End of Written Scope  
(additional exhibits/back-up to follow)





22	OWNER REVIEW	10 days	Wed 10/14/20	Tue 10/27/20
23	SITE PLAN APPLICATION SUBMITTAL	40 days	Wed 10/14/20	Tue 12/8/20
24	90% CONSTRUCTION DOCUMENTS	70 days	Wed 10/14/20	Tue 1/19/21
25	OWNER REVIEW	10 days	Wed 1/20/21	Tue 2/2/21
26	GMP	15 days	Wed 1/20/21	Tue 2/9/21
27	100% CONSTRUCTION DOCUMENTS	15 days	Wed 1/20/21	Tue 2/9/21
28	PERMITTING	45 days	Wed 2/10/21	Tue 4/13/21
29	DESIGN PACKAGE IV - RECREATION FACILITIES	220 days	Wed 8/12/20	Tue 6/15/21
30	100% DESIGN DEVELOPMENT	65 days	Wed 8/12/20	Tue 11/10/20
31	OWNER REVIEW	10 days	Wed 11/11/20	Tue 11/24/20
32	SITE PLAN APPLICATION SUBMITTAL	40 days	Wed 11/11/20	Tue 1/5/21
33	50% CONSTRUCTION DOCUMENTS	40 days	Wed 11/11/20	Tue 1/5/21
34	OWNER REVIEW	10 days	Wed 1/6/21	Tue 1/19/21
35	90% CONSTRUCTION DOCUMENTS	55 days	Wed 1/6/21	Tue 3/23/21
36	OWNER REVIEW	10 days	Wed 3/24/21	Tue 4/6/21
37	GMP	20 days	Wed 3/24/21	Tue 4/20/21
38	100% CONSTRUCTION DOCUMENTS	15 days	Wed 3/24/21	Tue 4/13/21
39	PERMITTING	45 days	Wed 4/14/21	Tue 6/15/21
40	CONSTRUCTION PHASE	466 days	Wed 1/6/21	Wed 10/19/22
41	CONSTRUCTION DESIGN PACKAGE I	260 days	Tue 3/9/21	Tue 3/8/22
42	NOTICE TO PROCEED	0 days	Tue 3/9/21	Tue 3/9/21
43	CONSTRUCTION	260 days	Wed 3/10/21	Tue 3/8/22
44	SUBSTANTIAL COMPLETION	0 days	Tue 3/8/22	Tue 3/8/22
45	CONSTRUCTION DESIGN PACKAGE II&III	261 days	Wed 4/14/21	Wed 4/13/22
46	NOTICE TO PROCEED	1 day	Wed 4/14/21	Wed 4/14/21
47	CONSTRUCTION	260 days	Thu 4/15/21	Wed 4/13/22
48	SUBSTANTIAL COMPLETION	0 days	Wed 4/13/22	Wed 4/13/22
49	CONSTRUCTION DESIGN PACKAGE IV	466 days	Wed 1/6/21	Wed 10/19/22
50	FOUNDATION PACKAGE PERMITTING	45 days	Wed 1/6/21	Tue 3/9/21
51	FOUNDATION PACKAGE NTP	1 day	Wed 3/10/21	Wed 3/10/21
52	CONSTRUCTION FOUNDATION PACKAGE	65 days	Thu 3/11/21	Wed 6/9/21
53	NOTICE TO PROCEED BUILDINGS	1 day	Wed 6/16/21	Wed 6/16/21
54	CONSTRUCTION BUILDINGS	350 days	Thu 6/17/21	Wed 10/19/22
55	SUBSTANTIAL COMPLETION	0 days	Wed 10/19/22	Wed 10/19/22



**Note:**  
 Project Schedule is subject to change pursuant to coordination meetings with City of Doral, PMT and CM at Risk .

## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 PROJECT DESCRIPTION**

The City of Doral is soliciting Requests for Qualifications (“RFQ”) from interested parties and/or firms for the provision of providing professional engineering/architectural, permitting and construction phase services that include but are not limited to the design and preparation of construction plans and specifications, construction bid evaluation, and construction observation and administration (the “services”) for Doral Central Park and supporting infrastructure, including all necessary utilities.

The project referenced as part of this RFQ principally consists of the design and engineering of approximately 82 acres (of which 25 are a lake) of the existing park located at 3000 NW 87<sup>th</sup> Avenue, in the heart of Doral. Doral Central Park is the largest in the City, it is one of the largest in the South Florida region, and is envisioned to be the recreation and special-events hub in the City of Doral. Some proposed amenities for this park include an open-air amphitheater, a complete aquatic facility, softball/baseball diamonds, a boardwalk, a 70,000 square feet indoor recreation center, tennis courts, a skate park and a pump track. The Consultant shall be responsible to prepare and provide a topographic survey of the entire project site. The survey shall delineate any existing wetlands within the park boundary.

Please refer to Exhibits “C” thru “K”, made part of this RFQ, which are provided for informational purposes only, in an effort for the interested firms to get familiarized with the project scope. These Exhibits are not to be used for permitting or estimating purposes.

The total estimated Construction Cost for this project is projected to be approximately **\$76,900,000.00**.

The Doral Central Park project scope is to be divided in four (4) main design packages; Site Preparation, Phase A, Phase B, and Phase C. See Exhibit “D” for reference. **The Prime Consultant will be held responsible for the coordination of all the phases of design.**

**Design Package I – Site Preparation**, Includes the design for activities such as overall site clearing & grubbing, site demolition, design of storm and sanitary sewer utilities improvements, electrical duct bank distribution, and general earthwork activities for the entire park. A site plan approval and a traffic study will be required through the City of Doral. The consultant shall study and

validate the capacity of proposed parking lots within the park premises. The See Exhibit “D” for reference.

**Design Package II – Phase A**, will primarily consist of the open-air amphitheater and surrounding outdoor green spaces in the southern portion of the park. See Exhibit “E” for reference. The Events Lawn area includes such amenities as a sloped greenspace, an open-air covered pavilion, with a stage, support areas, club seating area, stage loading areas, an air-conditioned restroom building with an overlook roof, sloping lawn terraces overlooking the lake, access road, parking areas, passenger drop-off, multiple shelters, a community garden, a dog park, and a playground.

**Design Package III – Phase B**, will cover the north and eastern portion of the park, and will primarily consist of softball/baseball fields, a fitness loop, a skateboard park with a pump track, a learn-to-bike loop, fitness stations, multiple shelters, and other ancillary support facilities. See Exhibits “F”, “G”, and “H” for reference. Included with this Phase B are “The Beach” and the “Rocklands” areas. Some of “The Beach” area amenities include a waterfront “beach” sand stretch, with beach volleyball courts, an air-conditioned restroom building, multiple picnic shelters, and park parking areas. The “Rocklands” area will be more oriented to nature conservancy with an over-water boardwalk, a wetland habitat, nature trails, fishing pier, a sensory play space, a canoe/kayak rental and a launch pad.

**Design Package IV – Phase C**, this stage covers the western portion of the park, contains the majority of the vertical construction components, and the more complex park features, including; a competition pool with a grandstand, a teaching pool, an activity pool with zero-depth entry, water slides, a lazy river, a toddler splash play area, a training building, pool equipment building, an indoor recreation center, shaded pavilions, tennis courts, basketball courts, and general surface parking areas. Water heating will be required on the competition and teaching pools. Gas transmission lines are available in the park vicinity, providing an opportunity to use this resource for the heating of pools.

The Training Building houses the Men’s and Women’s lockers and restrooms, a pro-shop, the check-in/office area, lifeguard room, concessions, mechanical/electrical, and storage rooms.

The two story approximately 70,000 square feet Indoor Recreation Center includes a double gymnasium, a café, indoor play areas, art room, lockers, a secured child watch area, a conference room, offices for City of Doral Parks staff, an indoor fitness center, free weights area, multi-purpose rooms, an outdoor fitness terrace, and an elevated running track. The Recreation Center building site will include a dedicated drop-off plaza, surface parking lot, an events lawn, and a cultural plaza events space.

**Doral Central Park RFQ Scope of Services**  
**EXHIBIT "B"**

**Task Order 1: Design and Schematic Design**

- 1.1 Architect or Engineer shall analyze the City's approved conceptual design for the Doral Central Park as attached in the RFQ as **Exhibit "C"**.
- 1.2 **Site Development Planning:** Architect or Engineer shall prepare site development drawings based on the approved conceptual design, which may include site survey, land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities, geotechnical site testing, environmental, photometric, landscaping, aquatics systems and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts, and features. Site planning shall take into consideration third party green building certification and environmental and sustainability initiative requirements (i.e. LEED, Florida Green Building Certification, Green Globes, SITES Certification...etc.).
- 1.3 **Site Plan Approval:** Architect or Engineer shall prepare and submit all required information needed to complete the City of Doral's Planning & Zoning Department Site Plan Approval Process based on Site Development drawings. This includes but is not limited to preparing and submitting reports and studies as required by the City of Doral Planning & Zoning Department.
- 1.4 **Utility Development Planning:** Architect or Engineer shall establish requirements and prepare initial designs for the on-site utilities, which may include electrical service and distribution, propane service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, communications systems, and irrigation systems. Analyze the availability of existing utility mains, transmission and distribution lines.
- 1.5 **Structural System Analysis:** Architect or Engineer shall identify and research applicable building construction typologies. Present to the City for selection.
- 1.6 **Parking and Circulation Analysis:** Architect or Engineer shall determine parking requirements for the Project, including the number of parking spaces required by governing agencies and the City. This includes but is not limited to preparing and submitting traffic memorandum as required by the City of Doral Public Works Department.
- 1.7 **Estimate of the Cost of the Work:** Architect or Engineer shall prepare a preliminary estimate of the cost of the work for the development of the site based on the design approved by the City.
- 1.8 **Planning, Zoning, and Code Analysis:** Architect or Engineer shall identify and research applicable planning and zoning ordinances and Florida Building Code requirements. Develop and present to the City. Includes the preparation and revision of amendments to the City's comprehensive master plan to guide development within the City. Review development proposals to verify compatibility with the City's concurrency thresholds and

requirements to meet the comprehensive plan. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

- 1.9 Americans with Disabilities Act (ADA) Code Analysis: Architect or Engineer shall identify and research applicable ADA standards and Florida Building Code requirements. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.
- 1.10 Meetings and Presentations: Architect or Engineer shall attend meetings, public hearings, and citizen information meetings as directed by the City. Architect or Engineer shall represent the City in presenting the proposed development to the governing agencies for approval. Architect or Engineer shall prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.
- 1.11 Architect or Engineer shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget. The documents shall illustrate the scale and relationship of the Project components. The Schematic Design Documents shall include elevations, building sections, and outline specifications. The Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings and / or described in writing.
- 1.12 Architect or Engineer shall review with the City alternative approaches to design and construction of the Project. The Architect or Engineer shall review, with the City, site use and improvements and alternative approaches to selection of materials, building systems, and equipment. Architect or Engineer shall provide general recommendations on construction feasibility, availability of materials and labor, time requirements for construction, and factors related to Project cost, including costs of alternative designs or materials, preliminary budgets, and possible economies of scale. Information will be presented in a Schematic Design report.
- 1.13 Architect or Engineer shall provide any necessary further evaluation or refinement of the program, schedule and budget requirements, shall identify and analyze requirements of governmental authorities having jurisdiction to approve the Project design, and shall participate in consultations with such authorities.
- 1.14 Architect or Engineer shall schedule and conduct meetings to present, confirm, and finalize design elements with facility users / departments / administration. Architect or Engineer shall distribute meeting minutes and record all decisions.
- 1.15 Architect or Engineer shall coordinate and attend meetings with appropriate zoning and code officials. (State and Local building code officials, planning, fire marshal, water, energy, accessibility, health, pollution control, environmental). Architect or Engineer shall distribute meeting minutes and record all decisions.
- 1.16 Upon completion of the Schematic Design phase, the Architect or Engineer shall provide copies of the Schematic Design Documents to the City for review and written approval.

**Deliverables:**

Schematic Drawings shall include:

- Cover sheet with drawing index

- Site plan noting all major building and site features, zoning, parking, and preliminary material considerations
- Preliminary life safety plans / code plans
- Preliminary floor plans
- Principal building elevations (noting materials)
- Major building sections (transverse and longitudinal)

Schematic Design Report shall include:

- Statement of project concept
- Statement of key project issues as they relate to project scope, cost and schedule, including identification of risk factors, quality control and salient project features.
- Building area tabulation showing comparison to Program
- Statement of building systems including building envelope, structural system, mechanical systems, preliminary energy analysis summary, alternative energy uses and associated systems, and preliminary life cycle cost comparisons of major systems.
- Sustainable design goals and strategies
- Outline project specifications
- Order of Magnitude cost estimate – square footage estimate
- Statement of value engineering
- Primary materials being considered

Task 1 Schedule: **60** calendar days

### **Task Order 2: Design Development**

- 2.1 Architect or Engineer shall provide Design Development Documents based on the approved Schematic Design Documents along with Exhibit "A" and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, appearance, finishes and color schedule (exterior and interior) of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.
- 2.2 Architect or Engineer shall provide program reconciliation on a space-by-space tabulated comparison. City shall confirm this program as FINAL in writing.
- 2.3 Architect or Engineer shall include a final completed code analysis for inclusion in the Project Manual.
- 2.4 Architect or Engineer shall provide that the site design is refined, the plans, sections, elevations, etc. are drawn to scale, principle dimensions are noted, the structural system is laid out, and major mechanical, plumbing, and electrical components and distribution routes are located. Architect or Engineer shall provide that critical interior spaces are drawn and elevated for review.

- 2.5 Architect or Engineer shall schedule and conduct meetings to present, confirm, and finalize material and finish selections with facility users / departments / administration. Architect or Engineer shall distribute meeting minutes and record all decisions.
- 2.6 Architect or Engineer shall incorporate all sustainable design elements / products proposed for certification.
- 2.7 Upon completion of the Design Development phase, the Architect or Engineer shall provide copies of the Design Development documents to the City for review and written approval.
- 2.8 Upon completion of the Design Development phase the Architect or Engineer shall prepare and submit, for the City's approval, a detailed estimate of the Cost of the Work. In establishing the detailed estimate of the Cost of the Work, the Architect or Engineer shall include reasonable contingencies for design, bidding, and price escalation and determine, in conjunction with the City, the materials, equipment, component systems, and types of construction to be included in the Contract Documents. Architect or Engineer shall review any difference between the Construction Budget and the detailed estimate of the Cost of the Work, identify reasons for any difference, and recommend means to eliminate the difference.

Deliverables:

A drawing package that defines and describes the design of the project including:

- Title Sheet
- Site survey
- Civil plans – building location plan, paving, grading, material indications, utilities, storm water, fire protection, water distribution, sanitary distribution, and preliminary details
- Landscape plans including planting plan, schedules, and irrigation system
- Hardscape plans
- Architectural site plan
- Life safety / code plans and details
- Floor, ceiling, and roof plans
- Furniture, fixtures, and equipment plans / schedules
- Building elevations
- Building sections and wall sections
- Enlarged plans and interior elevations
- Millwork plans and elevations
- Door and window schedules
- Room finish schedules indicating materials
- Materials / finish color schedule
- Vertical circulation plans and sections
- Plan and enlarged details – interior and exterior
- Structural engineering – foundation design, framing plans, non-typical framing details, column schedule, preliminary details
- Mechanical, plumbing, and electrical – systems floor plans (duct layout, sanitary and water piping, power and lighting), major equipment indications, penetration locations, chases established, roof plans, site utility coordination, site lighting plans, fixture schedules, riser diagrams, general notes, preliminary details of major, access control, and unique conditions



- Technology and data/communication plan(s) to also include site and building low voltage, WIFI, audio visual and site and building CCTV
- Fire protection - performance based design

A preliminary project manual that includes bidding requirements, contract forms, general conditions of the project, general requirements, and specifications including:

- Table of contents
- Drawing index
- Building code study
- General and supplemental conditions (AIA based documents)
- Comprehensive, abbreviated methods, materials, and systems descriptions in tune with drawings.
- Catalog cut sheets of finish equipment and fixtures

Exterior and interior material finish boards (if requested)

Task 2 Schedule: **120** calendar days

### **Task Order 3: Construction Documents**

- 3.1 Architect or Engineer shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- 3.2 Architect or Engineer shall identify construction-testing needs and communicate to City. Quality assurance testing shall be indicated in each specification division; defining the type of test and method; test frequency; test pass/fail tolerance; and action required for failed tests.
- 3.3 Architect or Engineer shall schedule and conduct meetings to present, confirm, and finalize project details / selections with facility users / departments / administration. Architect or Engineer shall distribute meeting minutes and record all decisions.
- 3.4 Architect or Engineer shall incorporate all sustainable design elements / products proposed for certification.
- 3.5 Architect or Engineer shall provide for coordination / documentation of City supplied Furniture, Fixtures, and Equipment including items to be relocated from existing facilities and new items.
- 3.6 Architect or Engineer shall revise the detailed estimate of the Cost of the Work, as applicable, based upon the completed Construction Document submission. This estimate shall be the basis for the overall project Cost of Work.

Deliverables:

100% construction documents detailing the scope of work to be performed. A 100% complete project manual that includes bidding requirements, contract forms, conditions of the project, general requirements, specification, and CAD files

Task 3 Schedule: **180** calendar days

#### **Task Order 4: Bidding and Permitting**

##### **4.1 Competitive Bidding (Additional if required)**

- 4.1.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Prevailing Wage determinations, Specifications and Drawings, or as specifically designated by City in accordance with their lawfully applicable standards.
- 4.1.2 Architect or Engineer shall review and approve the bid package uploaded in Demand Star bidding service.
- 4.1.3 Architect or Engineer shall consider requests for substitutions, permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- 4.1.4 Architect or Engineer shall participate in at the City's direction and conduct a pre-bid conference for prospective bidders.
- 4.1.5 Architect or Engineer shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the City for upload in Demand Star in the form of addenda.
- 4.1.6 Architect or Engineer shall assist the City in bid validation or proposal evaluation and determination of the successful bid or proposal.

##### **4.2 Permitting**

Architect or Engineer shall submit to Owner's Representative such sets of the Drawings and Specifications as they may require for approval, together with any necessary completed applications. Submission includes all signed and sealed documents. Owner's Representative will turned over to Contractor such sets of Drawings for permitting and any necessary changes that are required as a result of the permit review process, Architect or Engineer will update the drawings as part of base contract fee.

Deliverables: Written responses to jurisdictional / legal reviews or inquiries (i.e. state and local building code officials, planning, fire marshal, water, energy, accessibility, health, pollution control, environmental)

Task 4 Schedule: **120** calendar days

**\*\* Total # of calendar days for completion of Tasks 1-4 = 480 days from Notice to Proceed**

## **Task Order 5: Construction Administration (Additional if required)**

### **5.1 General Administration**

- 5.1.1 Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the City.
- 5.1.2 The Architect or Engineer's responsibility to provide Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the City of the final Certificate for Payment. However, the Architect or Engineer may be entitled to a Change in Services when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.
- 5.1.3 Architect or Engineer shall be a representative of and shall advise and consult with the City during the provision of the Contract Administration Services. The Architect or Engineer shall have authority to act on behalf of the City only to the extent provided in the Agreement unless otherwise modified by written amendment.
- 5.1.4 Duties, responsibilities and limitations of authority of the Architect or Engineer shall not be restricted, modified or extended without written agreement of the City and the Architect or Engineer with consent of the Contractor, which consent will not be unreasonably withheld.
- 5.1.5 Architect or Engineer shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect or Engineer and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 5.1.6 Architect or Engineer shall on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 5.1.7 Interpretations and decisions of the Architect or Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect or Engineer shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either.
- 5.1.8 Architect or Engineer shall expeditiously render initial decisions on claims, disputes or other matters in question between the City and Contractor as provided in the Contract Documents. However, the Architect or Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

### **5.2 Evaluations of the Work**

- 5.2.1 Architect or Engineer, as a representative of the City, shall visit the site on a weekly basis at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed

by the City and the Architect or Engineer to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect or Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect or Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods or techniques, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

- 5.2.2 Architect or Engineer shall record the progress of the Project and provide written reports to the City on a bi-monthly basis, unless otherwise agreed in writing. Such reports shall include, but are not limited to, information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion, workers on site at time of visit, weather conditions, conditions of the site, and with whom deficiencies were communicated to.
- 5.2.3 Architect or Engineer shall call special meetings to report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect or Engineer shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect or Engineer shall be responsible for the Architect or Engineer's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 5.2.4 Architect or Engineer shall at all times have access to the Work wherever it is in preparation or progress.
- 5.2.5 Except as otherwise provided in the Agreement or when direct communications have been specially authorized, the City shall endeavor to communicate with the Contractor through the Architect or Engineer about matters arising out of or relating to the Contract Documents.
- 5.2.6 Architect or Engineer shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Engineer considers it necessary or advisable, the Architect or Engineer will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect or Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

### **5.3 Certification of Payments To Contractor**

- 5.3.1 Architect or Engineer shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect or Engineer's certification

for payment shall constitute a representation to the City, based on the Architect or Engineer's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect or Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect or Engineer.

5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect or Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

5.3.3 Architect or Engineer shall maintain a record of the Contractor's Applications for Payment.

#### **5.4 Submittals**

5.4.1 Architect or Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect or Engineer shall document each submittal with the appropriate status stamp and/or notations. The Architect or Engineer's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Architect or Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect or Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect or Engineer, of any construction means, methods or techniques. The Architect or Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

5.4.2 Architect or Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

5.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect or Engineer shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect or Engineer. The Architect or Engineer shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications or approvals performed by such design professionals.

## **5.5 Changes in The Work**

- 5.5.1 Architect or Engineer shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect or Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. However, the Architect or Engineer must inform the City of said minor changes in Work prior to the changes being made. If necessary, the Architect or Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.
- 5.5.2 Architect or Engineer shall review properly prepared, timely requests by the City or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect or Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect or Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect or Engineer may issue an order for a minor change in the Work or recommend to the City that the requested change be denied.
- 5.5.3 If the Architect or Engineer determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect or Engineer shall make a recommendation to the City, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect or Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect or Engineer. With the City's approval, the Architect or Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the Contractor.
- 5.5.4 Architect or Engineer shall maintain records relative to changes in the Work.

Deliverables: As required by aforementioned Scope of Work

**Task 5 Schedule: 730 calendar days from construction phase commencement**

## **Task Order 6 – Project Closeout (Additional if required)**

### **6.1 Project Completion**

- 6.1.1 Architect or Engineer shall conduct inspections to determine punch list items after request from Contractor for Substantial Completion and dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate

for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- 6.1.2 Architect or Engineer shall Coordinate systems training sessions and provide all O & M manuals with the user's facility maintenance staff and departments.
- 6.1.3 The Architect or Engineer's inspection shall be conducted with the City's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 6.1.4 When the Work is found to be substantially complete, the Architect or Engineer shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.
- 6.1.5 Architect or Engineer shall receive from the Contractor and forward to the City: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens.

## **6.2 Post Occupancy**

- 6.2.1 Architect or Engineer shall meet with the City or the City's Designated Representative promptly after Substantial Completion to review the need for facility operation services.
- 6.2.2 Upon request of the City and/or prior to the expiration of one year from the date of Substantial Completion, the Architect or Engineer shall conduct a meeting with the City or the City's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the City. A total of three (3) visits are included.

Deliverables:

As required by aforementioned Scope of Work

**Task 6 Schedule: Beginning at substantial completion of construction with duration of one (1) year.**

Contingent Items (Additional if required)

Construction Materials Engineering and Testing Services

Reimbursable Allowance (application fees / reports)

Third Party Green Building Certification (i.e. LEED, Florida Green Building Certification, Green Globes...etc.)

Environmental/ Sustainable Site Certification (i.e. SITES Certification)

Sponsorship Naming Rights Valuation and Analysis Report

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

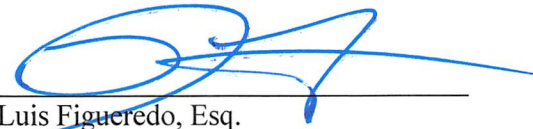
CITY OF DORAL

  
\_\_\_\_\_  
Connie Diaz, City Clerk

By:   
\_\_\_\_\_  
Albert P. Childress, City Manager

Date: June 12, 2020

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

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

Bermello Ajamil & Partners



By: Scott A. Bakos  
Its: Partner, \_\_\_\_\_  
Date: 06.12.2020 \_\_\_\_\_



**Exhibit “B”**

**Insurance Requirements**



**RESOLUTION No. 20-116**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING REQUEST FOR QUALIFICATIONS #2020-05, "ARCHITECTURAL AND ENGINEERING SERVICES FOR DORAL CENTRAL PARK" TO BERMELLO AJAMIL AND PARTNERS; THE HIGHEST RANKED, MOST QUALIFIED, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING THE AGREEMENT BETWEEN THE CITY AND BERMELLO AJAMIL AND PARTNERS IN AN AMOUNT NOT TO EXCEED \$7,250,000.00 WHICH INCLUDES OWNERS CONTINGENCY, AND IS ALLOCATED WITHIN THE GENERAL OBLIGATION PARKS BOND FOR THE PROFESSIONAL DESIGN SERVICES FOR DORAL CENTRAL PARK; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST QUALIFIED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in response to Request for Qualification (RFQ) #2020-05 for "Architecture and Engineering services for Doral Central Park" (the "Project"), the City received five (5) bids by the February 28, 2020 deadline with only four (4) teams meeting the required criteria; and

**WHEREAS**, the established evaluation committee met on March 12, 2020 to review and score Phase 1 of the responsive and responsible proposers where the committee shortlisted the top ranked three firms: Bermello Ajamil & Partners, Perkins & Will, and Borelli Partners (the "Designer"); and

**WHEREAS**, the established evaluation committee met on April 21, 2020 to review and score the oral/virtual presentations of Phase 2 of the shortlisted proposers where the committee scored Bermello Ajamil and Partners as the highest ranked and most qualified firm from the top ranked firms; and

**WHEREAS**, a copy of the Phase 2 presentations, RFQ #2020-05 Inventory, and Scoring Tabulation are all attached as Exhibit A; and

**WHEREAS**, the City Council finds that accepting the evaluation committee's recommendation and negotiating a contract for the Project with the Designer in an amount not to exceed funding allocated within the General Obligation Parks Bond, is in the best interest of the City; and

**WHEREAS**, the City Manager negotiated with Bermello and Ajamil and is providing to Council the agreed contract back for approval of expenditure of funds; and

**WHEREAS**, funds for the design services in an amount not to exceed \$7,250,000.00 are allocated from the Park Bond Fund in account number 303.9000572.500650 from Purchase Order 2019-2129.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

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

**Section 2. Approval.** The authorization to enter into a contract between the City and Bermello Ajamil and Partners for the Project in an amount not to exceed \$7,250,000.00 allocated within the General Obligation Parks Bond, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to enter into the contract on behalf of the City.

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

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

The foregoing Resolution was offered by Councilmember Cabrera 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 Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 10 day of June, 2020.

  
\_\_\_\_\_  
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