

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 12th day of August in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

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

and the Architect:
(Name, legal status, address, and other information)

Kimley-Horn and Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral Gables, FL, 33134

for the following Project:
(Name, location, and detailed description)

Doral Central Park Parking Garage & Recreation Area
3005 NW 92nd Ave
Doral, FL 33172

The Construction Manager (if known):
(Name, legal status, address, and other information)

Kaufman Lynn Construction, Inc.
3185 S. Congress Ave
Delray Beach, FL 33445

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

The references to the "Architect" throughout this agreement, the parties hereto agree that this document, if mutually executed by the parties, is an agreement between Owner and Kimley-Horn and Associates, Inc. who is serving as the Prime Firm for the Project. As the Prime Firm, Kimley-Horn and Associates, Inc. shall have full responsibility for all design-related services associated with the Project, including all disciplines and all services performed directly or through its subconsultants as referenced in Exhibit A.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New parking garage and adjacent two-level building to be constructed on an existing park site.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Doral Central Park
3005 NW 92nd Avenue
Doral, FL 33172

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

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Thirty-three million seven hundred fifty thousand dollars (\$33,750,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Upon issuance of Notice to Proceed to Architect:
 Schematic Design Phase: 60 calendar days plus 5 calendar days for City review
 Design Development Phase: 75 calendar days plus 10 calendar days for City review
 Construction Documents Phase: 105 calendar days plus 10 calendar days for City review

City review days are at the City's sole discretion. The review days do not extend the timeframes set forth for the milestone dates.

.2 Construction commencement date:

Upon issuance of Notice to Proceed to Construction Manager for construction phase.

.3 Substantial Completion date or dates:

540 calendar days from issuance of Notice to Proceed to Construction Manager for construction phase.

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Florida Green Building Certification

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Zeida Sardinas
 City Manager
 8401 NW 53rd Terrace
 Doral, FL 33166

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[Signature]

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

- City of Doral Departments

- Capital Improvements Division
- Public Works Department
- Planning & Zoning Department
- Parks & Recreation Department
- Information Technology Department
- Building Department

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Kaufman Lynn Construction, Inc.
3185 S. Congress Ave

(Paragraphs deleted)

Delray Beach, FL 33445

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Gabriela P. Ramirez, P.E.
Kimley-Horn and Associates, Inc.
2 Alhambra Plaza, Suite 500. Coral Gables, FL 33134
305 673 2025

§ 1.1.12 The Architect shall retain the consultants identified in Architect's proposal attached to this agreement as Exhibit A.

(List name, legal status, address, and other contact information.)

(Paragraphs deleted)

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The Architect agrees to participate and utilize the agreed project management platform identified for this project for transmission of project information and communication. The Architect agrees to comply with all protocols and terms and conditions required for use of platform.

(Paragraph deleted)

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§ 1.4 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.5 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement which includes the Architect's proposal attached as Exhibit A. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following minimum insurance requirements below until termination of this Agreement.

1. Commercial General Liability (CGL)

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate
- \$1,000,000 personal and advertising injury

Additional Requirements:

- City must be listed as Additional Insured on a Primary and Non-Contributory basis
- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

2. Professional Liability (Errors & Omissions)

- \$5,000,000 for non-structural disciplines
- \$10,000,000 for structural, traffic, or heavy construction (e.g., bridges, retaining walls, traffic signaling)
- \$1,000,000 for Errors & Omissions, acceptable if included in the GL via endorsement or sublimit

Additional Requirements:

- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required
- Coverage must be project-specific
- Policy must include a Bodily Injury/Property Damage carve-back to restore coverage for BI/PD arising from professional services (e.g., design errors causing structural failure)
- Additional Insured status is not required for Professional Liability

3. Automobile Liability

- \$1,000,000 Combined Single Limit (CSL)
- Must include Hired and Non-Owned Vehicles

Additional Requirements:

- Required only if the vendor or its personnel will be on City property or job sites
- City must be listed as Additional Insured on a Primary and Non-Contributory basis
- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

4. Workers' Compensation and Employer's Liability

- Statutory Workers' Compensation coverage is required for all contractors with employees
- Employer's Liability Limits:
 - \$1,000,000 per occupational accident
 - \$1,000,000 per occupational disease
 - \$1,000,000 policy aggregate

Additional Requirements:

- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

Clarification: Structural Design/Traffic/Roadway Design limits should not be listed under Workers' Compensation. These exposures are professional in nature and should be addressed under Professional Liability.

For Staffing Firms or Leased Employees:

- If the vendor or any subcontractor uses a leasing company, temporary staffing agency, or similar arrangement, they must:
 - Provide a certificate of insurance meeting the above Workers' Compensation requirements prior to commencement of work
 - Ensure the certificate covers all staff assigned to the project, without limiting language (e.g., "only those listed, billed, or assigned")

5. Environmental Consultants

For vendors performing Phase III Environmental Site Assessments (ESA) or remediation services:

- Pollution Liability: \$5,000,000
- Professional Liability: \$5,000,000
 - Both limits must be project-specific

Additional Requirements:

- Proof of General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Proof of Auto Liability: \$1,000,000 CSL
- 30-day notice of cancellation required on all applicable policies
- Umbrella or Excess Liability may be used to meet the underlying minimum insurance requirements;
 - Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements
 - City must be listed as Additional Insured on a Primary and Non-Contributory basis
 - Waiver of Subrogation in favor of the City
 - 30-day notice of cancellation required

Please Note: The Certificate(s) shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, in advance of any work to be completed.

In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

(Paragraphs deleted)

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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ARTICLE 3 SCOPE OF ARCHITECT'S SERVICES

§ 3.1 The Architect's Services consist of those described in this Article 3 and in the Architect's Proposal attached as Exhibit A to this agreement. Supplemental or Additional Services are listed in the Architect's proposal attached as Exhibit A.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, shall visit the site to the extent detailed in Exhibit A, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall perform reasonable interdisciplinary coordination and constructability review of its Instruments of Service and shall identify material conflicts, omissions, and inconsistencies. . The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of all information provided by the Owner and the Owners Construction Manager, and the Owner's consultants. While the Architect may rely on information provided by others, they are expected to exercise due diligence in reviewing and coordinating that information before finalizing the design. The Architect should verify conditions and address any discrepancies to ensure accuracy and proper coordination. This is particularly important where such information directly impacts constructability, code compliance, and overall project coordination.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. Notwithstanding any other provision of this Agreement, the Architect shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Owner, third parties, or governmental agencies; provided, however, that the Architect shall exercise reasonable diligence to anticipate, mitigate, and promptly address such delays.

The Architect shall remain responsible for delays to the extent they result from its failure to properly coordinate, follow up, or perform its services in accordance with the standard of care.

§ 3.1.4 The Architect shall submit information to the Owner and Construction Manager, and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Owner and Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project, to the extent detailed in Exhibit A. The Architect shall comply with all applicable laws, statutes, ordinances, and building codes, and shall respond to and incorporate all design requirements imposed by such authorities and entities, including those identified in Exhibit A.

§ 3.1.7 The Architect will be responsible for timely submission to the governmental authorities having jurisdiction (AHJ's) of all required information and documents, detailed in Exhibit A, in order to obtain required permits for this Project. The Architect will be responsible for addressing and responding to comments made by AHJ's during permit review process which may include but is not limited to written responses and revised drawings, to the extent detailed in Exhibit A.

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[Signature]

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect, to the extent detailed in Exhibit A. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents as outlined in the Architect's Proposal made part of this agreement as Exhibit A and Request for Qualifications #2025-26 made part of this agreement as Exhibit B. The Schematic Design Documents shall be completed within the time frame noted in Exhibit A for this task..

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Owner's and Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action to incorporate comments and provide Owner with final Schematic Design Documents and request the Owner's approval.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents as outlined in the Architect's Proposal made part of this agreement as Exhibit A and Request for Qualifications #2025-26 made part of this agreement as Exhibit B. In the event of any inconsistency between the requirements set forth in Exhibit B and the scope, services, or requirements specifically addressed or modified in Exhibit A, the provisions of Exhibit A shall govern with respect to those specific items. All other requirements of Exhibit B not specifically modified or addressed in Exhibit A shall remain applicable and incorporated herein by reference. The Design Development Documents shall be completed within the timeframe outlined in Exhibit A for this task and shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to plans, sections, elevations, typical construction details, finishes schedule, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager which is to include an estimate of construction cost. The Architect shall meet with the Construction Manager and Owner to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval as outlined in the Architect's Proposal made part of this agreement as Exhibit A and Request for Qualifications #2025-26 made part of this agreement as Exhibit B. In the event of any inconsistency between the requirements set forth in Exhibit B and the scope, services, or requirements specifically addressed or modified in Exhibit A, the provisions of Exhibit A shall govern with respect to those specific items. All other requirements of Exhibit B not specifically modified or addressed in Exhibit A shall remain applicable and incorporated herein by reference. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 When the Construction Documents reach fifty percent (50%) completion, or at another time agreed by the Owner and Architect, the Architect shall provide to Owner an estimate of construction cost based on the design documents at that stage.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the approval and execution of the GMP Amendment with the Construction Manager and issuance of a Notice to Proceed to Construction Manager for commencement of construction phase. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect'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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals detailed in Exhibit A, , to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. Such notification shall be provided via a written report to Owner after each site visit.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect 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 to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect 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 decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. On all other matters, the Architect's interpretations are advisory only and not binding on the Owner unless accepted in writing by the Owner.

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§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall not serve as Initial Decision Maker for any claim that alleges, arises from or relates to the Architect's Errors or Omissions or professional services.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect 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 suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and respond to the Construction Manager's submittals within ten (10) calendar days from receipt of submittal. The Architect shall review and respond to Construction Manager's re-submitted submittals within five (5) business days from receipt.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager'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 in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information (RFI) about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within five business (5) days from receipt of request for information. The Architect shall review and respond to Construction Manager's additional RFI response clarification within two (2) business days from receipt and shall review and respond to emergency RFIs impacting critical path activities within one (1) business day from receipt. Any request by the Construction Manager identifying an RFI as an emergency RFI and

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requesting a one (1) business day review and response by the Architect shall only be permitted where the Construction Manager demonstrates, to the reasonable satisfaction of the Owner and Architect that the subject matter of the RFI directly impacts activities on the Project's critical path and that a delayed response would adversely affect the progress of the Work. As support for such request, the Construction Manager shall provide contemporaneously with the emergency RFI: (i) an updated project schedule identifying the impacted critical path activities, (ii) a narrative explanation describing the specific schedule impacts associated with the requested response time, and (iii) sufficient documentation substantiating that the matter cannot reasonably proceed without the requested expedited review. The designation of an RFI as an emergency RFI by the Construction Manager alone shall not obligate the Architect to provide a response within one (1) business day absent the required supporting documentation and concurrence that the issue materially affects the critical path of the Project. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. RFIs shall not be used to request design changes. Design changes require written city authorization and a change order to the Architect's agreement. Upon receipt of RFI, the Architect shall advise Construction Manager whether the preparation and issuance of supplemental Drawings and/or Specifications will result in additional costs; and in the event such additional costs are anticipated, the Architect shall collaborate with the Construction Manager in good faith to minimize those costs while providing a response that adequately addresses the RFI and maintains the design intent of the Project. Within ten (10) calendar days of submission of formal response to RFI, Architect shall provide the actual cost(s) incurred for the development of such supplemental Drawings and/or Specifications.

§ 3.6.4.5 The Architect shall prepare responses to requests for information (RFIs) in a manner that does not increase the Cost of the Work. If the Architect determines that a response to an RFI may result in an increase to the Cost of the Work, the Architect shall promptly notify the Owner in writing prior to issuing response and shall, to the extent such cost impact arises from an error, omission, inconsistency, or lack of coordination in the Instruments of Service, which arise due to the fault of the Architect, revise the Instruments of Service as necessary to provide a solution that does not increase the Cost of the Work.

If an increase in the Cost of the Work results from the Architect's failure to perform its services consistent with the professional standard of care required under this Agreement, the Architect shall be responsible for the costs attributable to such failure to the extent permitted by law.

§ 3.6.4.6 From the issuance of building permit through final completion of the Project, all request for information responses that are reviewed/approved, submittals, as-built conditions, directives, or other changes or deviations in the Work that are performed or that are required to be performed differently than identified on the latest approved set of permitted Drawings and Specifications or as required by the Contract Documents, including deviations authorized or otherwise agreed by the Architect and Owner shall be periodically compiled and incorporated into a revised permit set of drawings and associated narratives, which shall be submitted by Architect to the authorities having jurisdiction (AHJ's) for review and approval in advance of installation of Work and requisite inspections.

§ 3.6.4.7 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine punch list items and the date or dates of Substantial Completion and the date of final completion after request from Construction Manager;
- .2 issue Certificates of Substantial Completion and Final Completion;
- .3 confirm conformance of written warranties and related documents provided by the Construction Manager meet requirements of Contract Documents and Specifications.

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- .4 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager;
- .5 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents; and
- .6 review and comment record drawings provided by the Construction Manager, once corrections are made, prepare and submit final record drawings and specifications to the Owner.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed as supplemental and/or additional services on the Architect's proposal attached as Exhibit A are not included in Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically required and approved by the Owner.

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a significant material change in the Project including size, quality, complexity after obtaining Schematic Design approval from the Owner,
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's Guaranteed Maximum Price proposal except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service; provided, however, that such services shall not be considered Additional Services to the extent the applicable codes, laws, or regulations were in effect at the time the Architect performed its services and were known or reasonably should have been known and incorporated into the Instruments of Service consistent with the professional standard of care.
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable

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authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; provided, however, that such services shall not be considered Additional Services to the extent the need for such changes arises from the Architect's failure to identify, interpret, or incorporate applicable codes, laws, or regulations that were in effect at the time the Instruments of Service were prepared and that the Architect knew or reasonably should have known in the exercise of professional care.

- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients unless otherwise included in the Architect's proposal attached as Exhibit A;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing which were not previously included as part of Architect's proposal attached as Exhibit A;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment.and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

(Paragraph deleted)

- .1 Evaluating an extensive number of Claims as the Initial Decision Maker;

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth

(Paragraphs deleted)

in Exhibit A as Additional Services.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Architect agrees to design the Project in accordance with the established budget. . The Owner shall update the Owner's budget for the Project as necessary, throughout the duration of the Project until final completion. For reasons due to significant market increases, or decreases caused by project delays that were not the caused by Architect and for reasons related to negligence caused by the Construction Manager, the Architect will have the right to propose a change in the projects scope and quality, and if accepted by the Owner, work with the Construction Manager on the corresponding changes. If the Owner significantly increases or decreases the Owner's budget for the Project the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect shall provide necessary information for the completion of survey such as the scope and information needed to be included. Upon receipt of the surveys and related deliverables provided by the Owner, the Architect shall promptly review and evaluate such information for completeness, accuracy as it relates to the Project design, and suitability for use in the design and coordination of the Project. The Architect shall notify the Owner in writing of any deficiencies, discrepancies, inconsistencies, or additional survey information, investigations, or services that the Architect determines are necessary to support the proper design and coordination of the Project. The Architect shall not proceed with the applicable design work based on incomplete or inadequate survey information without first notifying the Owner of such deficiencies and providing the Owner a reasonable opportunity to furnish the additional information. The Architect's use of the survey information in the design process shall constitute acknowledgment that the information has been reviewed for design purposes, subject to any written exceptions or requests for additional information provided to the Owner

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall provide necessary information for the completion of any geotechnical services such as the designated locations of test borings and or sample collections. Upon receipt of the geotechnical reports and related deliverables provided by the Owner, the Architect shall promptly review and evaluate such information for completeness, accuracy as it relates to the Project design, and suitability for use in the design and coordination of the Project. The Architect shall notify the Owner in writing of any discrepancies, inconsistencies, or additional geotechnical investigations, testing, or information that the Architect determines are necessary to support the proper design and coordination of the Project. The Architect shall not proceed with the applicable design work based on incomplete or inadequate geo-tech information without first notifying the Owner of such deficiencies and providing the Owner a reasonable opportunity to furnish the additional information. The Architect's use of the geotechnical information in the

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design process shall constitute acknowledgment that the information has been reviewed for design purposes, subject to any written exceptions or requests for additional information provided to the Owner.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

(Paragraph deleted)

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents.,

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may

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review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager and Owner, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work and the Owner shall cooperate with the Architect in making such adjustments..

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After completion of the Construction Documents Phase and the acceptance of the Construction Documents by the Owner, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third

person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 Agreement to Arbitrate

Any Claim subject to but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017 shall be resolved by binding arbitration administered in accordance with this Article 8 and, to the extent not modified herein, Article 15 of AIA Document A201-2017.

(Paragraph deleted)

§ 8.3.2 Seat Venue and Governing Procedure. The seat of arbitration and the hearing location shall be Miami-Dade County, Florida, unless the Owner consents in writing to another location.

§ 8.3.3 Number of Arbitrators. The arbitration shall be heard by one neutral arbitrator unless the Owner elects in writing, within ten (10) days after the demand for arbitration, to proceed before a panel of three arbitrators.

(Paragraphs deleted)

§ 8.3.4 Arbitrator Qualifications. Any arbitrator shall have not less than ten (10) years of substantial experience in construction law and/or construction management of projects of similar complexity and shall be licensed as an attorney in good standing in at least one U.S. jurisdiction or a construction professional with equivalent dispute resolution experience acceptable to the Owner.

§ 8.3.5 Arbitration Procedure. Any arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

(Paragraph deleted)

§ 8.3.6 Impartiality; Disclosures; Disqualification. The arbitrator shall be neutral and shall make written disclosures consistent with the disclosure obligations applicable to neutral arbitrators under Florida law, including any known facts a reasonable person would consider likely to affect impartiality and shall have a continuing duty to disclose.

§ 8.3.7 Challenge Procedure. Any party may challenge an arbitrator for evident partiality or failure to disclose, and the arbitrator shall be disqualified and replaced upon a determination consistent with Florida law governing evident partiality of neutral arbitrators.

(Paragraph deleted)

§ 8.3.8 Interim and Emergency Relief. The arbitrator shall have authority to award provisional, injunctive and equitable relief, including interim awards, specific performance, and emergency measures necessary to protect the effectiveness of the arbitration and to promote fair and expeditious resolution.

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§ 8.3.9 Court Relief Where Urgent. A party may seek a provisional remedy from a court only if the matter is urgent and the arbitrator is not able to act timely or cannot provide an adequate remedy.

§ 8.3.10 Discovery. Discovery shall be limited to (i) exchange of core project documents, (ii) reasonable written discovery, and (iii) a presumptive limit of three (3) depositions per side, with additional depositions only upon a showing of good cause.

§ 8.3.11 Costs and Fees. The arbitrator shall award the Owner, as the prevailing party, its reasonable attorney's fees, expert fees (if awarded), and all arbitration administrative fees and arbitrator compensation, and shall have authority to allocate such costs to maximize recovery consistent with the parties' agreement.

§ 8.3.12 Not Cost of the Work. Arbitration administrative fees, arbitrator compensation, and the parties' attorney's fees and costs incurred in disputes between the Owner and Architect shall not be reimbursable as Cost of the Work.

§ 8.3.13 Reasoned Award; Timing. The arbitrator shall issue a reasoned written award with findings of fact and conclusions of law within thirty (30) days after the close of the hearing, unless extended for good cause.

§ 8.3.14 Confidentiality; Public Records. The parties shall maintain the confidentiality of the arbitration to the extent permitted by law; however, nothing in this Agreement shall be construed to restrict the Owner from disclosing arbitration materials, proceedings, or awards to the extent required by law, court order, or as necessary for audit, insurance, bond, enforcement, or City governance purposes, with reasonable efforts to redact sensitive commercial information where permitted.

§ 8.3.15 Conflict of Law. In the event of a conflict of law, the Federal Arbitration Act shall govern the arbitration clause and the procedures as stated; Florida Law shall govern the remainder of this agreement.

§ 8.4 Arbitration Procedures

8.4.1 Seat and Venue. Miami-Dade County, Florida.

8.4.2 Arbitrator Selection and Qualifications. As set forth in revised § 12.4 above, including construction expertise and neutrality.

8.4.3 Impartiality and Disclosures. Mandatory disclosures and continuing duty consistent with Florida law; disqualification for evident partiality. [Fla. Stat. § 682.041](#), [Fla. Stat. § 682.13](#). Discovery.

8.4.4 Limited discovery with early exchange of core project records, including the Contractor Contingency log and supporting documentation, and production consistent with the City's audit rights. , , .

8.4.5 Expedited Schedule. Hearing to commence within ninety (90) days after arbitrator appointment unless the City agrees otherwise; award within thirty (30) days after close of hearing.

8.4.6 Interim Relief. Arbitrator authority and limited court access consistent with Florida's provisional remedy statute. [Fla. Stat. § 682.031](#).

§ 8.5 Costs, Fees, and Fee-Shifting

§ 8.5.1 Prevailing Party. The arbitrator shall award the prevailing party, its reasonable attorney's fees and costs, including arbitration administrative fees and arbitrator compensation, and may award expert fees as part of costs if permitted by the parties' agreement.

Not Cost of the Work. Dispute-related arbitration and attorney's fees between Owner and Architect are not reimbursable as Cost of the Work.

§ 8.6 Contract Administration Protections During Disputes

§ 8.6.1 Audit Rights Preserved. The City's audit and record access rights under Article 10 remain fully enforceable during negotiation, mediation, and arbitration.

§ 8.6.2 GMP and Change Order Compliance. The arbitrator shall enforce the requirement that no increase in GMP, fees, general conditions, or Contract Time is permitted absent a written change order executed by the Owner, and shall deny any relief inconsistent with that requirement.

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§ 8.6.3 Liquidated Damages. Disputes regarding liquidated damages are arbitrable and shall be decided by applying the liquidated damages provisions as written. ,.

§ 8.7 Confidentiality; Public Records; Limited Protective Measures

§ 8.7.1 Confidentiality (Limited). The parties shall treat arbitration submissions and testimony as confidential to the extent permitted by law.

§ 8.7.2 Public Records. The City may disclose arbitration materials, proceedings, and awards to the extent required by law, court order, or as necessary for City audit, insurance, bonding, enforcement, or governance purposes, with reasonable efforts to redact sensitive commercial information where permitted. ,.

§ 8.8 Finality, Enforcement, and Limited Review

§ 8.8.1 Final Award. The award shall be final and binding, subject only to the limited statutory grounds for vacatur/modification under Florida law. Simmons v. City of Avon Park, 788 So. 2d 1076 (Fla. Dist. Ct. App. 2001), Fla. Stat. § 682.13.

§ 8.8.2 Time Limits. Any motion to vacate must be brought within the statutory time limits. Fla. Stat. § 682.13. Enforcement Venue. Judgment on the award may be sought in a court of competent jurisdiction in Florida

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those

employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Owner's obligations under applicable public records laws control; the architect acknowledges that records related to the project may be subject to disclosure. The Architect shall timely provide redaction justifications and segregable versions upon request.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Services, the Owner shall compensate the Architect as
(Paragraphs deleted)
outlined in the Architect's Proposal attached to this agreement as Exhibit A.

§ 11.2 For the Architect's Supplemental or Additional Services as outlined in Exhibit A, the Owner shall compensate the Architect as provided in Exhibit A.

(Paragraph deleted)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.3

(Paragraphs deleted)

When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.3.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.4 The hourly billing rates for services of the Architect and the Architect's consultants are set forth in Exhibit A. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
(Paragraph deleted)	
§ 11.5 Compensation for Reimbursable Expenses	
§ 11.5.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:	
1	Transportation and authorized out-of-town travel and subsistence;
2	Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3	Permitting and other fees required by authorities having jurisdiction over the Project;

(Paragraph deleted)

§ 11.5 Compensation for Reimbursable Expenses

§ 11.5.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;

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- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project which are not included as part of the Architect's proposal attached as Exhibit A;
- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

§ 11.6 Payments to the Architect

(Paragraphs deleted)

(Table deleted)

§ 11.6.1 Progress Payments

(Paragraphs deleted)

§ 11.6.1.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments of all undisputed amounts shall be made within thirty (30) days of receipt of Architect's invoice.

§ 11.6.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.6.1.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.7 Errors and Omissions

§ 11.7.1 The Architect's services shall be performed consistently with the professional standard of care applicable to similar projects. Costs resulting from a failure to meet this standard shall constitute Errors or Omissions for purposes of this section.

§ 11.7.2 The Architect acknowledges that the Owner shall not be responsible for costs, fees, or expenses incurred as a result of Errors or Omissions in the Architect's services, including but not limited to deficiencies, conflicts, or failures in the plans, specifications, or other instruments of service.

§ 11.7.3 To the extent that Errors or Omissions in the Architect's services result in additional construction costs, change orders, rework, delays, or other costs incurred by the Owner or Construction Manager, the Owner shall have the right to reduce amounts otherwise payable to the Architect by an amount equal to the reasonable and direct costs attributable to such Errors and Omissions, provided such costs are supported by documentation.

§ 11.7.3.1 Recoverable costs shall include but not limited to documented Construction Manager general conditions, extended overhead and re-procurement costs attributable to Architect's Errors or Omissions.

§ 11.7.4 Any reduction in compensation under this provision shall not be deemed a waiver of any other rights or remedies available to the Owner under the agreement, at law, or in equity, including the right to pursue recovery in excess of amounts withheld where damages exceed the remaining unpaid balance. The rights provided herein shall survive termination or completion of the agreement.

§ 11.7.5 The Owner shall provide written notice describing the basis for any reduction in compensation and the documentation supporting such reduction prior to withholding payment, provided that such notice shall not delay the Owner's right to deduct such amounts from the next payment due.

§ 11.7.6 Revisions required due to the Architect's errors or omissions are not compensable and shall be performed at no additional costs.

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(Paragraphs deleted)

(Table deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2

Exhibit A- Kimely-Horn and Associates, Inc. Proposal dated July 24th, 2026

Exhibit B- Request For Qualifications 2025-26

Exhibit C- Resolution No. 26-34

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

(Insert the date of the E234-2019 incorporated into this agreement.)

[]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Zeida Sardinas

City Manager

(Printed name and title)



ARCHITECT (Signature)

Brooke Arriaga, Regional Contract Lead

(Printed name, title, and license number, if required)

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EXHIBIT A

**(KIMLEY-HORN AND ASSOCIATES, INC. PROPOSAL
DATED JULY 24TH, 2026)**



July 24, 2026

Zeida Sardiñas
City Manager
8401 NW 53rd Terrace
Doral, FL 33166

Re: ***Letter Agreement for Professional Services for
Doral Central Park Parking Garage and Recreation Area
3005 NW 92nd Avenue, Doral, Miami-Dade County, Florida***

Dear Ms. Sardiñas:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to City of Doral (“Client” or “CITY”) for providing professional engineering consulting services for the above referenced project (“Project”). The terms and conditions governing this agreement will be based on the City of Doral agreement between the Owner and the Consultant, as mutually agreed upon by Kimley-Horn and the Client.

Kimley-Horn has assembled a comprehensive team of professionals to serve the project:

- Kimley-Horn: Prime Designer/Project Manager, Parking Consultation, Structural Engineering, Civil Engineering, Mechanical/Electrical, including Low Voltage/Plumbing/Fire Protection (MEFPF), Landscape Architecture, and Traffic Engineering
- Indigo Architecture: Architecture and Sustainability
- Florida Lemark: Cost Estimating
- The Prep Station Corp: Food Consultant

Our project understanding, scope of services and fees follow:

PROJECT UNDERSTANDING

The City of Doral intends to plan, design, permit, bid, and construct a mixed-use municipal project at Doral Central Park located at approximately 3005 NW 92nd Avenue, Doral, Florida. The Project is part of the City’s broader Central Park campus, which encompasses approximately 82 acres and includes existing recreational, cultural, and civic amenities.

The Project is anticipated to include the following primary components:

- A multi-level parking garage accommodating the following:
 - Approximately 530 parking spaces
 - Two-way traffic circulation
 - Multiple access points
 - Elevators and stair towers
 - Lighting and associated life-safety systems
 - Secured roof level against jumpers
 - Level 2 EV chargers
- Pickleball courts, currently anticipated to include up to nine (9) courts, with supporting amenities such as spectator seating, lighting, and associated support spaces like office, storage and restrooms.
- A detached or integrated two-level recreation building totaling approximately 24,000 square feet, with each level approximately 12,000 square feet, including:
 - Ground-floor retail, recreation, or concession shell space; and

- Second-floor flexible event or assembly space with kitchen and back-of-house support;
- A ground-level public plaza intended to function as a flexible civic space supporting events and daily park use.
- A dedicated trolley stop area by the plaza.
- The project is intended to pursue certification under the Florida Green Building Coalition (FGBC) Green Commercial Building program.
- Associated site, civil, utility, landscape, traffic, and life-safety improvements necessary to support the Project.

The Project will require coordination with Miami-Dade Fire Rescue Department and City departments including Planning and Zoning, Public Works, Building, and IT. The project will include Planning Department review, public workshops, and City Council consideration. The Project is anticipated to be delivered using a Construction Manager at Risk (CMAR) delivery method.

ASSUMPTIONS

Kimley-Horn's scope and fee are based on the following assumptions. If these assumptions are materially changed, the scope and fee may require adjustment:

Overall

- The scope of services outlined herein will be designed under a single, coordinated design phase and a single permit phase; however, each building will be permitted separately, resulting in two (2) distinct building permit applications. Construction will likewise be administered as a single construction phase, with the understanding that each building may be completed on different timelines within the eighteen (18) months construction period.
- Based on the City's direction and evaluation of the proposed alternatives, the preferred concept includes pickleball courts located at the ground level in lieu of rooftop courts. The project currently anticipates up to nine (9) pickleball courts with associated supporting amenities. The courts are assumed to be open-air as part of the initial construction; any future enclosure would be considered a separate phase and is not included in the current scope of services.
- The recreation building is anticipated to total approximately 24,000 square feet, with ground-floor shell space and second-floor event space.
- Ground-floor retail, recreation, or concession spaces will be provided as shell only; tenant improvements are excluded.
- The plaza is anticipated to function as a flexible civic space and does not include playground or specialized recreational equipment unless otherwise authorized.
- Initial design will include schematic evaluation of the selected ground-level pickleball courts alternative, followed by selection of a preferred concept upon City stakeholder review.
- It is assumed that the City of Doral's public art requirement will be satisfied through integration of artistic elements within the parking garage façade. Should the City determine that a standalone piece of public art is required in lieu of façade integration, the selection and procurement of the artist will be led by the City. In such case, the Consultant's role will be limited to coordination with the City-selected artist, as needed, to incorporate conceptual references or coordination information into the construction documents for informational and compatibility purposes only.
- CMAR participation is anticipated throughout design to provide planning-level cost opinions, constructability input, and GMP support.
- Permitting, impact, utility, testing, and third-party agency fees will be paid directly by the Client.

- Client-directed design intent changes and/or revisions triggered by other consultants after completion of a design phase and City's acceptance of the Construction Documents (CDs) may require additional services.
- Consultant will provide specification book, or project manual, using the CSI MasterFormat.
- It is assumed that the property does not contain archaeological sites, contamination, or species of concern or historical features that will be impacted by this project.
- Project design documentation for superstructure will be completed in Revit, other disciplines will be completed in AutoCAD, or other industry approved design platforms.
- Construction phase is anticipated to be eighteen (18) months.

Discipline specific assumptions:

Parking Design and Consulting

- The parking garage is anticipated to consist of approximately 220,000± square feet of garage area, constructed primarily as an open, precast concrete structure.
- The garage program is anticipated to accommodate approximately 530± parking spaces, subject to refinement during design and agency review.
- Parking stalls are to generally be 9' wide, 18 feet long, and oriented at 90 degrees with two-way drive access aisles 24 feet in width.
- Standard Parking Access and Revenue Control System (PARCS), such as gate arms and pay-by-phone are expected to be considered in the parking structure.
- Parking layout and vertical clearances will be designed to meet Building Code, Governmental requirements and Client preference.

Structural

- Durability measures for the structural system will comply with ACI 362.1R-12 Guidelines for Design and Construction of Durable Concrete Parking Structures, per classification of the Coastal Chloride Zone II based on project site location.
- Structural system options consist of precast, prestressed concrete, long-span construction with field topping cast-in-place concrete above pickleball areas. Structural system selection is anticipated to occur at the end of the Schematic Design phase.
- Consistent with CMAR delivery, Kimley-Horn will coordinate with the Construction Manager during design and establish design criteria, structural systems, layouts, loads, and performance requirements for the precast concrete parking structure and recreation building; detailed design of precast members, connections, embeds, and erection-related components shall be delegated to the precast concrete specialty engineer retained by the Contractor..
- Delegated engineering items shall be designed in accordance with the Contract Documents and governing codes and submitted for review. Kimley-Horn, as Engineer of Record, will review precast submittals for general conformance with the design intent. Kimley-Horn shall not be responsible for detailed precast member design, connection detailing, means and methods, or construction sequencing.
- Ground level will consist of concrete slab-on-grade beneath footprint of garage.
- Garage will not be designed to accommodate future expansion (horizontal or vertical).
- Garage will be structurally and physically independent of other adjacent buildings and structures.
- Assembly type use loadings will be considered for pickleball courts area.

- Structures above the parking deck roof (i.e. solar panels) are not included. If City desires, this scope will be considered an additional service.

Civil Engineering

- No nutrient load calculations or operations and maintenance report is required for the Project. If required, it can be provided as an additional service.
- Adjacent, existing water and sewer mains are of sufficient size, depth and capacity to serve the project. If the utility requires infrastructure upgrades or extensions to the property, these will be considered an additional service.
- The existing lift station that serves the area is assumed to have sufficient capacity, and no lift station improvements/upgrades, public or private are contemplated.
- If Pavers will be utilized on the project, the Client understands “Pavers” (Unit pavers, interlocking pavers, brick pavers, paver slabs, or similar) are not equivalent to other pavement sections. The owner assumes an elevated level of installation, inspection, and maintenance responsibility, and elevated claims risk, by electing to use pavers. Without proper installation, routine inspection and maintenance, pavers are liable to fail and cause unsafe conditions. Specifically: 1) Pavers require installation by qualified contractors having successfully completed paver installation similar in design, material, and extent indicated within contract plans. The owner will ensure that only qualified contractors install the pavers per these requirements. 2) Pavers require routine inspection and maintenance. The owner will be solely responsible for this inspection and maintenance. 3) The client agrees to indemnify, defend, and hold Kimley-Horn harmless from any issues related to the installation, inspection, and maintenance of pavers except to the extent of issues caused by the negligent acts, errors, or omissions of Kimley-Horn in the performance of its professional services.

Landscape Architecture:

- CITY will provide preferred irrigation equipment specifications and requirements for tying into a master system.
- Landscape material to consist of Florida Friendly plant material.
- The ground-floor improvements are limited to the area between the adjacent back of curb and the proposed line of the building façade. Paving profile areas underneath vertical structures, such as the under-story parking level, are assumed to be provided by the Architect or Structural Engineer.
- Design of playground equipment or proprietary recreational systems is not included in this scope. If such elements are desired, Kimley-Horn can assist with layout coordination and vendor integration.
- It is assumed that building locations, building shape, and door locations will be finalized prior to commencement of Contract Documents.

Architecture

- Architecture scope will generally consist of life safety, building code compliance, façade design, stair/elevator tower design, signage, CPTED elements and FGBC Certification management and coordination.
- Parking garage façade is anticipated to be precast concrete with a potential secondary façade (i.e. metal louvers). The exterior façade will be designed to be compatible with surrounding park

buildings, with shapes, materials, and colors coordinated to achieve a cohesive architectural character.

- Vertical circulation includes egress required stair towers and elevator cores with multiple cabs.
- Architect minimum deliverables include architectural site plan, life safety plans, building code analysis, architectural floor plans, building elevations, façade renderings, building sections, enlarged stair/elevator tower plans and sections, door and window schedules, garage pavement marking plans, garage wayfinding signage plans, interior finish schedule, reflected ceiling, wall types and parking garage waterproofing plans.

Mechanical/Electrical/Plumbing/Fire Protection (MEPFP)

- It is anticipated that the final façade treatments will allow the parking structure to be classified as an open, non-ventilated building according to the most recent Building Code.
- Mechanical design will include heating and cooling systems for the elevator equipment room, parking management office, electrical rooms, retail space, recreational space and restrooms. Independent mechanical cooling systems will be considered for IT rooms (one at the Recreation Building and one at the Parking Garage), with an option for a redundant system. Pickleball courts are anticipated to be open. Stair towers are anticipated to be open for ventilation and visibility.
- Electrical design for the garage will include power to feed the entire structure, including elevators, lighting with controls, blue light emergency system, lightning protection system, fire alarm, and other small loads within the garage. Lighting throughout the structure will consist of standard energy-efficient LED fixtures.
- Low Voltage: Provide low voltage infrastructure, based on Owner's approved vendor drawings, specifications, coordination and shop drawings, for Access Control, parking equipment, CCTV systems, Audio-Video, Wireless Access Points, and Data. Electrical drawings to include rough-in locations for Low Voltage boxes and devices, with final shop drawings and specifications by Owner and/or Owner's preferred vendor. Specific services to be provided under this scope include:
 - Audio-Video System: System to be a separated design package provided by Owner, including outdoors and pickleball. Electrical design plans to include power receptacle locations as coordinated and required by the Owner's AV plans. Specifications to be provided by Owner and/or Owner's preferred vendor.
 - Security (Access Control and CCTV): Consultant drawings to include access control and CCTV devices in locations coordinated and provided by Owner. Locations shown for rough-in only with final wiring and installation by Owner's preferred vendor. Security systems to be based on Owner's existing systems, in coordination with Access Control Vendor on power and infrastructure requirements. Fire Alarm will also include any tie-ins with existing systems.
 - Data: Consultant drawings to include data drop and wireless access points locations per Owner's marks and based on plans. Expected conduit sizing also to be included in the scope, with final verification by approved Owner's preferred vendor.
 - IT Rooms: Design to be included in the scope, based on racks and expected loads provided by Owner. UPS sizing also to be included, with APC as basis of design as requested by Owner.
- Fire protection design will include dry standpipes, sprinkler system, along with smoke and heat detection. Pull stations and horns/strobes located at the stairs will also be provided. Fire separation between buildings will be evaluated.
- Plumbing design assumptions are as follows. For the parking garage, plumbing services will include providing water service for hose bibbs and accommodating proper stormwater collection in

coordination with the civil engineering plans. For the recreation building, plumbing design will include provisions for the anticipated future use at the ground level (preliminary domestic water and sanitary services), as well as full domestic water and sanitary service to accommodate second-level restrooms, kitchen facilities, and maintenance areas.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Phase 1 - Schematic Design (30% Plans) - Duration: 60 calendar days + 5 calendar days for City review (Additional time is at the City's sole discretion and does not increase the time for KH to provide Schematic Design)

During the Schematic Design Phase, the Consultant will prepare schematic design documents illustrating the scale, relationships, and general organization of the Project components. The selected alternative will be developed to a level of detail sufficient to support evaluation by City staff, Planning officials, and City Council.

Service A: Project Management

This task is associated with advancing the project design through facilitating coordination with the Client, the design team, and the construction manager. Project management responsibilities include setting team direction, meeting coordination, activity planning and organization of project design items and conducting follow up coordination and maintaining the project design schedule. Kimley-Horn will participate in the meetings as anticipated below. Meetings beyond those identified below shall be handled as an additional service upon client authorization to proceed. However, the Client at its discretion, may reallocate meetings listed below into different tasks.

Meeting Attendance (Architect's attendance covered in Architect's scope of services):

- Design Kick Off Meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Design team weekly coordination meetings: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Biweekly Client and CMAR meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Progress/status calls with client: PM attendance only, biweekly.
- Schematic Design Review/Alternative Evaluation Meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- City Stakeholder Meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- City Public Workshop: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Public Workshop: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Public Hearing/City Commission Meeting: Project Manager, Architecture, Traffic.

Service B: Parking Design and Consulting

The Consultant will determine a preliminary parking garage footprint and estimated number of parking spaces. Deliverables for this task include progress CAD plans identifying footprint and number of spaces. The Consultant will provide updated parking garage footprint and estimated number of parking spaces. Deliverables for this task include progress CAD plans identifying footprint and number of spaces. The functional design will contain parking space layouts, valet parking space layouts, locations and orientation of stair/elevator cores, vehicular access locations, floor to floor heights, and column grids.

Deliverables for this task will consist of schematic level parking deck functional parking plans and isometric view of ramping system.

The Consultant will prepare the Basis of Design (BOD) document pertaining to parking design related items for inclusion into BOD package submission to the Owner.

Service C: Structural Design

The Consultant will provide recommendations on concrete structural system options for precast, prestressed concrete and cast-in-place concrete considering parameters including column spacing, structure depth, floor to floor heights, façade impacts, shearwall placement, openness, durability, and maintenance. Construction related considerations including staging, schedule, and cost will be coordinated with CMAR.

For the selected concrete structural system, the Consultant will confirm member sizes and structural grid placement. The Consultant will review building code compliance of design relative to structural systems within the Florida Building Code.

The Consultant will determine preliminary gravity loads for typical members, determine the number of boring locations, and provide to the Geotechnical Engineer for Geotechnical report purposes.

The Consultant will prepare the schematic design documents for this task that will consist of structural member sizes, anticipated foundation system, and durability measures.

Service D: Civil Engineering**Task 1 – Site Plan Approval Regulatory Assistance**

Based on the proposed development plan, the project requires City of Doral Site Plan Approval (SPA).

As part of this task, Kimley-Horn will:

1. Prepare fire and trash truck maneuverability exhibits. Kimley-Horn will update these exhibits two (2) times based on consolidated comments from the Client.
2. Prepare signage and pavement marking plans. Kimley-Horn will update these plans two (2) times based on consolidated comments from the Client.
3. Attend up to three (3) zoning meetings/hearings along with the Client and their representatives for the purpose of presenting the project and addressing site plan concerns and/or comments as needed;
4. Revise the plans and prepare comment response letters in coordination with the Client's design team for up to three (3) rounds of reasonable comments on the plans submitted for review;
5. It is assumed that the Client will not seek any variances/waivers as part of the Project. Services associated with obtaining variance or waivers will be as an additional service.

Task 2 – Schematic Design

Kimley-Horn will prepare Civil Engineering Schematic Design drawings for each option illustrating the general scope, scale, and relation of preliminary project components.

The Civil Engineering Schematic Design drawings are estimated to consist of the following sheets and information:

- General Notes & Specifications
- Preliminary Demolition Plans & Notes
- Preliminary Site Plan
- Preliminary Paving, Grading, & Drainage Plans
- Preliminary Water & Sewer Plans

At the conclusion of the Schematic Design task, the site plan shall be considered frozen and any further modifications to the site plan that result in changes to the Civil design will be addressed as an additional service.

Service E: Landscape Architecture

Kimley-Horn's landscape architecture scope is limited to the landscape architecture components stated in the tasks below for the ground level from the back of curb to the face of the building. The proposed landscape architectural improvements associated with the project will consist of:

- Entry Plaza and pedestrian arrival space
- Decorative paving and specialty paving areas
- Site furnishings: benches, tables, trash receptacles, bike racks, and drinking fountain.
- Planting areas around the building structure and in plaza space.
- Irrigation system to support proposed landscaped areas

Task 1 – Initial Concept Design

Upon approval of the initial concept site plan layout by the Architect or others, Kimley-Horn will assist with the Client and Project Architect in providing recommendations for the overall hardscape and planting design vision for the project, as defined in the Project Understanding. This task is limited to collaboration with Client and Project Architect and is intended to define the aesthetic direction, materiality, and planting character for exterior spaces to guide subsequent design phases. Final design decisions and implementation will be subject to further review and approval.

The following conceptual design services will be provided as a part of this task:

Planting Palette: Prepare a conceptual planting palette exhibit illustrating representative tree, palm, shrub, and groundcover species appropriate for the project context and site conditions.

Conceptual Planting Plans: Prepare a concept-level planting layout plan reflecting proposed planting zones, canopy distribution, and overall landscape character for the common outdoor-use areas.

Preliminary Tree Disposition Exhibit: Prepare a preliminary tree disposition exhibit based on the Client-provided Arborist report and boundary, topographic, and tree survey. The exhibit will identify existing trees and palms within the project limits and highlight those potentially impacted by proposed improvements. This preliminary evaluation will be used to understand potential mitigation requirements and guide early design decisions.

Hardscape Material Exhibit: Prepare hardscape material exhibit for ground plane and amenity deck spaces identifying options for the following hardscape treatments:

- Decorative pavement treatments: pavers, decorative concrete, or similar.

- Site furnishings: benches, bollards, waste receptacles, furnishings, raised planters, other manufactured or pre-engineered specified items.
- Shade feature recommendations to be designed by others.
- Tree grates, raised planters, or other decorative site elements.

Task 2 – Landscape Architecture Site Plan Documents

Kimley-Horn will prepare Site Plan Approval-level landscape architecture drawings, applications, and exhibits to support the entitlement process led by the prime consultant and for review by the **City of Doral Planning & Zoning Department**. This work builds upon the approved concept design to translate the project's hardscape and planting vision into drawings suitable for preliminary agency review. Services under this task are limited to the project boundaries described in the Project Understanding and Project Assumptions sections of this proposal.

The following services will be provided as part of this task:

Tree Disposition Plan: Kimley-Horn will prepare a tree disposition plan based on the Preliminary Tree Disposition Exhibit. The plan will indicate tree and palm locations keyed to a disposition table that identifies species, height, Diameter at Breast Height (DBH), and canopy spread. The plan will tabulate trees to remain, to be removed, and/or to be relocated in accordance with CITY requirements. Notes and details supporting tree protection, removal, relocation, and mitigation will be included as appropriate for entitlement-level submittal and tree permit application.

Kimley-Horn assumes the Client will retain a certified arborist to provide an Arborist Report that includes tree condition assessments and any required supporting documentation for the permit application. Kimley-Horn will incorporate the arborist's findings and coordinate with the prime consultant for inclusion in the entitlement package.

Preliminary Planting Plan and Details: Kimley-Horn will develop schematic level planting plans for the project. The plan will identify plant material types, approximate quantities, and representative sizes consistent with the approved concept design. The plans will include:

- General planting layout and hierarchy of trees, palms, shrubs, and groundcovers.
- Preliminary planting schedule listing proposed species, common names, sizes, and spacing.
- Representative planting notes and limited details sufficient to convey design intent at the entitlement level.

Planting Details and Specifications: Kimley-Horn will prepare typical plant details and specifications to communicate the proper result of plant installation, consisting of anchoring details, plant spacing diagram and tree guying.

Design Intent Hardscape Plans and Details: Based on Client and Architect input gathered during the Initial Concept Design task and refinement of the landscape and hardscape palette, Kimley-Horn will prepare schematic-level "design intent" hardscape documentation.

Kimley-Horn will provide preliminary pedestrian hardscape plans for paver pattern and tile design, non-structural planter details, and hardscape features based on the Client-approved site plan for the exterior landscape areas only. The hardscape plan will include material layout, type, and their relationship to access doors, steps, and structures to ensure visual continuity and functional integration.

Plans and exhibits will identify material types, patterns, and key features to define the design intent for exterior spaces for the following elements:

- **Paving Treatments:** Design intent plans and imagery for decorative paving such as colored or stamped concrete, concrete pavers, artificial turf, or stone for pedestrian areas.
- **Seat walls and Raised Planters:** Design intent graphics illustrating colors, finishes, and representative elevations or manufacturer cut sheets for seat walls and planters.

- **Site Furnishings:** Design intent imagery and/or manufacturer cut sheets for benches, tables, waste receptacles, bollards, trellises, pool deck furniture, or other manufactured outdoor elements.

Site Lighting Coordination: Kimley-Horn will provide feedback to the site lighting design with the Client's Lighting Design Consultant and Electrical Engineer. Kimley-Horn will provide design intent input only on site lighting fixtures and locations on the Hardscape Plan based on the Client approved site plan for the exterior landscape areas only. The lighting character based on intensity, color, and desired effect as well as code compliance photometric and life safety calculations will be by others.

Preliminary Irrigation Plan: Kimley-Horn will prepare a schematic-level irrigation diagram identifying irrigation zones and areas receiving irrigation and bubblers for coordination with the Civil and MEP engineers.

The plan set summary of estimated sheets for the site plan drawings may consist of:

- Tree Disposition Plan
- Preliminary Planting Plan and Schedule of Materials
- Landscape Details and Specifications
- Design Intent Hardscape Plan
- Design Intent Hardscape Details
- Preliminary Irrigation plan

It is anticipated that the final submittal during the Site Plan phase will be submitted to the **City of Doral** and any responses or drawing modifications per City agency comments will be performed in **Task: "Landscape Architecture Site Plan Assistance and Coordination"**.

Task 3 – Landscape Architecture Site Plan Assistance and Coordination

Consultant will coordinate with the City and agencies for responses and plan changes to requests for additional information by the entities listed below and assist the Client in the entitlement process for the following:

- Council and Hearings – City of Doral
- P&Z – Planning and Zoning

This task consists of comment responses for up to two (2) rounds of reasonable consolidated comments to the current design without major design changes. Kimley-Horn will provide these services at the level requested by the Client and/or Client's design team. If more than 2 rounds of comments are needed this can be performed as an additional service.

If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. Permit fees and impact fees are not included.

Service F: Mechanical, Electrical, Plumbing, Fire Protection Engineering

During the Schematic Design phase, the Consultant will prepare a schematic design narrative that may include preliminary plans illustrating the overall engineering approach and describing the anticipated systems, scope, and design intent. This effort will establish the general framework for the MEP-FP systems and will include identification of the applicable codes, standards, and design guidelines governing the design, as appropriate for this phase.

Mechanical schematic design services will include development of general equipment quantities, capacities, and preliminary sizing, including proposed makes and models of major equipment anticipated for the project. The Consultant will describe the major construction materials relevant to the mechanical

systems and identify the proposed HVAC system types serving each space or functional area. A schematic-level description of the overall controls strategy and operational approach will also be provided. Electrical schematic design services will include an overall description of the anticipated electrical systems, including the service entrance, power distribution throughout the building, emergency power systems if applicable, lighting and lighting controls design approach, and low-voltage systems such as data, fire alarm, CCTV, AV, access control, and similar systems based on owner's preferred vendor.

Plumbing schematic design services will include a conceptual description of the domestic water, sanitary, and storm drainage systems. This description may include preliminary assumptions regarding water heater types and sizes, as well as anticipated fixture types consistent with the schematic design intent.

Fire protection schematic design services will include identification of the anticipated hazard classifications, the expected fire sprinkler system type, and preliminary fire riser locations. Where applicable, schematic-level descriptions regarding the potential need for a fire pump and jockey pump will also be provided.

Service G: Architecture (by Indigo Architecture)

Detailed Scope of Services provided in Attachment B.

Service H: Opinion of Probable Construction Cost (by Kimley-Horn + Indigo + Florida Lemark)

Provide a planning level opinion of probable construction cost (OPCC). OPCC will be based on an order of magnitude dollars per square foot and not a detailed quantity takeoff. OPCC will attempt to address demolition, excavation, retaining walls, foundations, structural system, lighting, mechanical, water and sewer, court surfacing and façade requirements specific to this site but only directly impacted by the parking deck and recreational area.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Service I: Food Consultant (by The Prep Station)

Detailed Scope of Services provided in Attachment D.

Service J: Traffic Engineering

Task 1: Miami-Dade County Level 2 Traffic Impact Analysis

Subtask 1A: Trip Generation Calculations: Trip generation for the proposed 24,000 square foot retail development (ITE Land Use Code 822) and nine (9) pickleball courts (ITE Land Use Code 489) will be estimated based on the development program and/or site plan provided to us and by trip equations and/or rates provided in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 12th Edition. Trip generation calculations will be performed for the weekday A.M. peak hour and weekday P.M. peak hour.

Note that trip generation calculations will only be prepared for the land uses associated with the project as parking garages do not generate traffic.

Based on preliminary trip generation calculations it is anticipated that a Miami-Dade County Department of Transportation and Public Works Traffic Engineering Division Level 2 traffic impact study will be required based on the criteria contained in the Miami-Dade County Department of Transportation and Public Works Traffic Engineering Division's, herein referred to as the Traffic Engineering Division, *Traffic Impact Study Standard Methodology*, July, 2020. The Level 2 traffic impact study will be prepared as part of this scope.

Subtask 1B: Traffic Data Collection: A maximum of six (6) A.M. peak period (7:00 A.M. to 9:00 A.M.) and P.M. peak period (4:00 P.M. to 6:00 P.M.) turning movement counts will be collected at intersections and site driveways adjacent to the project site. These counts will be collected on a typical weekday (Tuesday, Wednesday, or Thursday). These counts will be collected in 15-minute intervals and will be factored by the Florida Department of Transportation's (FDOT) seasonal adjustment factors to represent peak season traffic conditions.

Subtask 1C: Trip Distribution and Assignment: Traffic generated by the project will be assigned to adjacent roadways important for access to the site. The preliminary traffic distribution and assignment will be made based: a) on traffic characteristics within the study area; and b) on the cardinal distribution obtained from the Miami-Dade Transportation Planning Organization (TPO) traffic forecasting model.

Subtask 1D: Turn Lane Analysis: A right-turn lane analysis will be conducted at the project driveway(s) based on criteria outlined in Section 77-47 of the City of Doral's Code of Ordinances and based on FDOT recommended guidelines. Additionally, a left-turn lane analysis will be conducted at the project driveway(s) based on criteria outlined in Section 77-47 of the City of Doral's Code of Ordinances and based on FDOT recommended guidelines.

Subtask 1E: Intersection Capacity Analysis: Vehicular conditions will be examined to determine the level of service at the study intersections and project driveways utilizing Trafficware's SYNCHRO software based upon the methodologies contained in Transportation Research Board's (TRB) Highway Capacity Manual. The study area intersections will be analyzed for the project's build-out timeframe. Background traffic growth will be factored into the analysis. Background traffic growth will include any committed but not yet constructed developments, identified by the City of Doral and/or Miami-Dade County Department of Transportation and Public Works (DTPW) Traffic Engineering Division (TED). Additionally, a background growth rate will be calculated and applied to the analysis. Documentation will be provided in the appendix of the traffic impact study.

Three (3) capacity analysis scenarios will be examined for the study intersections and project driveways: existing, future without project, and future with project. If intersection capacity deficiencies are identified, strategies may be developed to attain acceptable levels of service.

Subtask 1F: Garage Entry Gate Queuing Analysis: Kimley-Horn will perform an entry gate queuing analysis for the project parking garage entry gate(s), if entry gates are provided. The entry gate queuing analysis will be prepared for both the A.M. and P.M. peak hours. The entry gate queuing analysis will be conducted consistent with the procedures outlined in *Parking Structures – Planning, Design, Construction, Maintenance, and Repair*, 2001 and/or the ITE *Transportation and Land Development*, 1988. The purpose of this analysis is to determine any future queue storage deficiencies at the entry gates and provide preliminary recommendations for mitigating any deficiencies identified. The results of the entry gate queuing analysis will be compared to Miami-Dade County DTPW Entrance Feature Minimum Requirements, September 2001.

Subtask 1G: Pedestrian Trip Generators: A schematic in either 8½"x11" or 11"x17" will be prepared. The schematic will include pedestrian trip generators, transit facilities, pedestrian amenities including sidewalks and crosswalks adjacent to the project.

Subtask 1H: Documentation of Findings: The traffic analysis for the project will be documented in a technical report. The document will include graphics and tabulations plus text to describe the study procedure, key assumptions, traffic assignment methods, findings and recommendations. The analysis

will be submitted to Miami-Dade County DTPW TED. The document will be provided in electronic (PDF) format.

Subtask 1I: Response to Agency Comments: The Consultant will prepare a maximum of two (2) rounds of responses to comments from Miami-Dade County DTPW TED directly related to the services provided in Task 1. The responses may include revising analyses, updating recommendations, and/or revising the technical report. Responses to comments beyond the scope completed as part of Task 1 will be considered an additional service.

Task 2: City of Doral Traffic Impact Analysis Submittal

A modified version of the Miami-Dade County Level 2 Traffic Impact Analysis prepared in Task 1 will be compiled based on the criteria contained in the City of Doral's Code of Ordinances.

Subtask 2A: Methodology Correspondence: The Consultant will correspond with the City of Doral Public Works Department a maximum of one (1) time to outline the requirements of the traffic impact analysis including, but not limited to, the determination of the peak periods to be evaluated and intersections to be analyzed. The methodology for estimating the project's expected trip generation and expected distribution will also be addressed. It is assumed that the City will provide all information on any nearby developments, which are approved but not yet constructed, that may need to be accounted for in the study. A methodology memorandum will be submitted to the City in order to verify the traffic study requirements and establish concurrence. The Consultant will revise the methodology one (1) time, if necessary, in response to City comments.

Subtask 2B: Roadway Segment Capacity Analysis: Vehicular conditions will be examined to determine the level of service at a maximum of four (4) roadway segments adjacent to the site utilizing guidelines from the *FDOT 2023 Multimodal Quality/Level of Service Handbook*, 2023. This analysis will be prepared utilizing the traffic volumes developed as part of Task 1. Documentation will be provided in the appendix of the traffic impact study prepared as part of Task 2. Three (3) capacity analysis scenarios will be examined for the study roadway segments: existing, future without project, and future with project. If roadway segment capacity deficiencies are identified, strategies may be developed to attain acceptable levels of service.

Subtask 2C: City of Doral Documentation of Findings: Kimley-Horn will prepare and submit a modified version of the traffic impact analysis prepared as part of Task 1 to the City of Doral. This modified traffic impact analysis will include the roadway segment capacity analysis prepared as part of Task 2A.

Subtask 2D: Response to Agency Comments: The Consultant will prepare a maximum of two (2) rounds of responses to comments from the City of Doral directly related to the services provided in Task 2. The responses may include revising analyses, updating recommendations, and/or revising the technical report. Responses to comments beyond the scope completed as part of Task 2 will be considered an additional service.

Task 3: Site Planning Assistance/Maneuverability Analysis

Kimley-Horn will coordinate with the Client's architect that is preparing the site plan and provide input on the proposed development's vehicular access and circulation. The ingress, site circulation, and egress of vehicles will be reviewed. As part of the site plan review, a maneuverability analysis for the vehicle circulation areas, loading area(s), and trash collection area(s) external to the proposed parking garage will be prepared to analyze the site's circulation of vehicles within the site. The maneuverability analysis will be performed utilizing Transoft Solutions Inc. *AutoTURN* software. Based on our experience with similar facilities, it is anticipated that the development and refinement of the site plan maneuverability is an iterative process. We will prepare maneuverability analyses and provide written comments/mark-ups for a maximum of four (4) site plan alternatives. Traffic maneuverability and deficiencies related to maneuverability, traffic flow, and vehicular conflicts will be documented in technical correspondence.

Task 4: Conceptual Event Traffic Management Plan

Kimley-Horn will prepare a conceptual event traffic management plan for a maximum of one (1) site plan alternative. The plan will consist of an event arrival valet operations analysis, event arrival entry gate queuing analysis, event arrival circulation diagram, event dismissal valet operations analysis, event dismissal exit gate queuing analysis, and event dismissal circulation diagram.

Subtask 4A: Event Arrival/Dismissal Valet Operations and Rideshare Analysis: K Kimley-Horn will prepare event arrival and dismissal valet analyses for the vehicle drop off/pick up area(s) for a maximum of one (1) site plan alternatives. Taxi/rideshare trips will be accounted for in the analysis. Trip generation estimates will be prepared based on the equations and rates contained in the ITE Trip Generation Manual, 12th Edition and/or assumptions regarding event attendance and mode splits to estimate event arrival peak hour and dismissal peak hour trip generation. The valet queuing analysis will be conducted consistent with procedures described in the ITE Transportation and Land Development, 1988. A traffic circulation figure will be prepared to illustrate the valet routes to and from the vehicle drop-off/pick-up area(s). Additional site plan iterations beyond the scope completed as part of this Task will be considered an additional service.

Subtask 4B: Event Arrival/Dismissal Entry Gate Queuing Analysis: Kimley-Horn will perform an entry gate queuing analysis for the project parking garage entry gate(s), if entry gates are provided for a maximum of one (1) site plan alternative. The entry gate queuing analysis will be prepared for both the event arrival and event dismissal peak hours. The entry gate queuing analysis will be conducted consistent with the procedures outlined in Parking Structures – Planning, Design, Construction, Maintenance, and Repair, 2001 and/or the ITE Transportation and Land Development, 1988. The purpose of this analysis is to determine any future queue storage deficiencies at the entry gates and provide preliminary recommendations for mitigating any deficiencies identified.

Additional site plan iterations beyond the scope completed as part of this Task will be considered an additional service.

Subtask 4C: Event Arrival/Dismissal Circulation Diagram: Kimley-Horn will prepare an event arrival circulation diagram and event dismissal circulation diagram for a maximum of one (1) site plan alternatives. The diagrams will denote vehicle circulation for valet, rideshare, and self-park trips for both event arrival and event dismissal. The diagrams will be overlaid on the site plan provided by the Architect. Additional site plan iterations beyond the scope completed as part of this Task will be considered an additional service.

Subtask 4D: Conceptual Event Traffic Management Plan Documentation: Kimley-Horn will document Tasks 4A, 4B, and 4C as part of Task 1H: Documentation of Findings and Subtask 2C: City of Doral Documentation of Findings. The Consultant will prepare a maximum of two (2) rounds of responses to comments from the City of Doral Public Works Department and Miami-Dade County DTPW TED as part of the Subtask 1I and Subtask 2D. Additional plan iterations beyond the scope completed as part of this Task will be considered an additional service.

Phase 2 – Design Development (60% Plans) - Duration: 75 calendar days + 10 calendar days for City review (Additional time is at the City's sole discretion and does not increase the time for KH to provide Design Development)

Service A: Project Management

This task is associated with advancing the project design through facilitating coordination with the Client, the design team, and the construction manager. Project management responsibilities include setting team direction, meeting coordination, activity planning and organization of project design items and conducting follow up coordination and maintaining the project design schedule. Kimley-Horn will participate in the meetings as anticipated below. Meetings beyond those identified below shall be handled as an additional

service upon client authorization to proceed. However, the Client at its discretion, may reallocate meetings listed below into different tasks.

Meeting Attendance (Architect's attendance covered in Architect's scope of services):

- Design Kick Off Meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Design team weekly coordination meetings: Project Manager, Parking, Structures, Civil , Landscape Architecture, MEP, Traffic.
- Biweekly Client and CMAR meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Progress/status calls with client: PM attendance only, biweekly.
- Design Review Meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.

Service B: Parking Design and Consulting

For the selected functional layout alternative, the Consultant will further review the parking floor plans developed by the Architect, to include maximizing parking spaces, ADA spaces, areas of reserved parking, valet parking spaces, parking equipment locations, bicycle and scooter parking, parking geometrics and turning radii, floor elevations, ramp slopes, stair and elevator tower updated locations, MEP support spaces, entry/exit points, height and waterproofing.

The Consultant will review building code compliance of design relative to parking layouts within the Florida Building Code and local zoning code. The Consultant will review the Architect's initial building code analysis including calculations of open area requirements.

Deliverables for this task will consist of review of design development level parking deck functional parking plans developed by the Architect including parking layout, car tabulation, and isometric view of ramping system. The Consultant will provide preliminary recommendations for parking access and revenue control equipment types and plan locations including gates, ticket dispensers, pay-on-foot stations, and cashier booths.

The Consultant will coordinate with the MEP Engineer for items related to parking structures (i.e. lighting fixtures, floor drains and EV chargers).

Service C: Structural Design

The Consultant will continue with structural design calculations for updated foundation and structural member sizing. Analysis includes gravity live and dead loads, wind loads, and lateral earth pressures. Secondary façade loadings will be initially calculated.

The Consultant will develop concrete slab-on-grade plans and details within the footprint of the deck, structural floor plans identifying member types and floor slopes, and structural framing details. Initial design for floodproofing ground floor rooms will commence, considering hydrostatic slabs and pile foundations.

The Consultant will review building code compliance of design relative to structural systems within the Florida Building Code. The Consultant will provide outline technical specifications including foundations, concrete, and garage waterproofing.

The Consultant will review the Geotechnical report and provide comments as necessary for foundation design.

Deliverables for this task will consist of design development drawings including foundation plan, foundation details, slab-on-grade plan, framing plans and structural details, and outline technical specifications.

Service D: Civil Engineering

Kimley-Horn will perform the following services as part of this task:

- Prepare Civil design development drawings & details based on the Site Plan approved by the Client and further develop the Civil Schematic Design drawings.
- Incorporate existing utilities on site as received by the Client as part of the Survey and/or as-built information received from the utility agencies.
- Coordinate relocation of existing utilities such as water mains and drainage lines
- Coordinate with the Client to address consolidated comments from the Client up to two (2) times during this phase.
- Hydrology calculations will be developed for the Project per the local stormwater requirements analyzing post-development hydrology requirements. The calculations will be finalized in a Report and submitted to the jurisdiction for review with the Paving, Grading and Drainage Plans. The hydrology study will include narrative, exhibits, tables, and detail documentation of stormwater detention and water quality.

The Civil Engineering Design Development drawings are estimated to consist of the following sheets and information:

- Cover Sheet
- General Notes & Specifications
- Demolition Notes & Plans
- Erosion Control Notes, Plans, & Details
- Site Plan & Horizontal Control Plans
- Paving, Grading, & Drainage Plans & Details
- Water & Sewer Notes
- Water & Sewer Plans and Profiles
- Fire Truck access plans
- Delivery and Garbage pick-up access plans

Service E: Landscape Architecture

Kimley-Horn will prepare **Design Development** Documents based on the schematic design submittal approved by the Client. The DD package will further the approved schematic design to define materials, finishes, and construction intent for the project's exterior spaces.

The Design Development Documents will describe the scope and character of the landscape and hardscape improvements, including materials, equipment, component systems, and installation types necessary to establish the design intent. This task will focus on the common outdoor-use areas, including pedestrian hardscape, site furnishings, landscape planting, and site lighting coordination.

The following services will be provided as part of this task:

- **Hardscape Plans:** Prepare hardscape plans to fix the limits of paving and significant hardscape elements. Plans will identify material layouts, types, and their relationship to access doors, steps, and structures. Significant features will be labeled with references to detail enlargements. Kimley-Horn will show general movable furniture (tables, chairs, and lounges) for design intent only; it is assumed that all furniture procurement, specification, and coordination will be provided as part of the FF&E package by others.

- **Enlargements, Sections, and Details:** Kimley-Horn will prepare plan enlargements, cross-sections, and details illustrating materials, finishes, and critical dimensions for landscape and hardscape elements not structurally connected to the building. Kimley-Horn will coordinate with the Architect regarding building-mounted elements or façade-adjacent features and will depict structures such as pergolas or cabanas where applicable for inclusion within the Architectural and/or Structural Engineer's set. Coordinate with the Civil Engineer on the aesthetic intent of vehicular paving patterns for reference within the civil drawings.
- **Site Lighting Coordination:** Kimley-Horn will assist the Client's lighting design consultant and electrical engineer with coordination of site lighting locations, intent, and character. Kimley-Horn will incorporate fixture locations on the hardscape plans based on input from the lighting consultant and align them with the overall landscape and hardscape design.
- **Planting Plans:** Kimley-Horn will prepare planting plans showing the arrangement and hierarchy of trees, palms, shrubs, groundcovers, and vines. Plans will fix separation lines between turf and planting areas and identify proposed species for each bed. Quantities and sizing will be finalized in the subsequent Contract Documents phase as updated building information becomes available.
- **Irrigation Plan:** Kimley-Horn will develop the irrigation system layout identifying irrigation zones, primary routing, and preliminary irrigation details for planted areas. This work assumes a potable water source will be provided by the Civil Engineer and/or MEP.

Kimley-Horn will address consolidated Client comments as part of the next phase's milestone. Deliverables will include:

- Hardscape Plans
- Enlargements, Sections, and Details
- Planting Plans
- Irrigation Plans
- Preliminary Landscape Schedule of Materials
- PDF drawing set for coordination and client review

Service F: Mechanical, Electrical, Plumbing, Fire Protection Engineering

The Consultant will prepare a Design Development–level set of plans that advance the approved Schematic Design and translate the conceptual design into coordinated drawings suitable for continued refinement. The design will be based on initial and ongoing coordination with the Owner, Architect, and other project disciplines. This phase will include interdisciplinary coordination to confirm major systems, layouts, and design strategies necessary to support progression toward construction documentation.

Mechanical design services during the Design Development phase will include performance of HVAC load calculations for each individual system and served area, as well as ventilation calculations in accordance with applicable codes and standards. The Consultant will coordinate preliminary equipment locations with the architectural and structural layouts and will develop major HVAC equipment selections, including preliminary manufacturers and models. Temperature control zones and the overall zoning strategy for the building will be defined, and primary ductwork routing and major air distribution pathways will be established. The Consultant will also identify smaller equipment and air distribution components, including preliminary quantities, sizes, and makes and models for items such as terminal units, diffusers, grilles, and exhaust devices.

Electrical engineering services will include preparation of a site plan illustrating anticipated site lighting and site work, including preliminary service entrances for power and low-voltage utilities. The Consultant will develop overall schedules for major mechanical, plumbing, and owner-furnished equipment and will identify anticipated device locations for power, lighting, lighting controls, and systems. Preliminary electrical

one-line diagrams and systems riser diagrams will be prepared, along with electrical and data room layouts that identify major equipment and preliminary sizing. Typical general details and notes will be included as necessary to convey design intent at the Design Development level.

Plumbing design services will include development of overall schedules for major plumbing equipment and identification of anticipated major equipment locations, along with preliminary domestic water and sanitary layouts. Initial coordination of plumbing service entrances will be performed, and room layouts will be developed to support fixture and equipment placement. The Consultant will prepare preliminary plumbing riser diagrams and include typical general details and notes appropriate for this phase of design.

Fire protection engineering services will include preparation of overall schedules for fire pumps and jockey pumps, if required, along with initial hydraulic calculations. The Consultant will coordinate preliminary fire protection service entrance locations and develop a preliminary system layout based on applicable code requirements for each space and system type. Preliminary riser diagrams and fire pump room layouts, if required, will be prepared, along with typical general details and notes sufficient to support Design Development-level coordination.

Service G: Architecture (by Indigo Architecture)

Detailed Scope of Services provided in Attachment B.

Service H: Opinion of Probable Construction Cost (KH + Indigo + Florida Lemark)

Detailed Scope of Services provided in Attachment C.

Service I: Food Consultant (by The Prep Station)

Detailed Scope of Services provided in Attachment D.

Service J: Traffic Engineering

Includes collaboration with the project team for site plan refinement and refinement of the conceptual event traffic management plan during the Design Development phase.

Phase 3 – Construction Documents (50% and 100% Plans) – 105 calendar days + 10 days for City review (Additional time is at the City's sole discretion and does not increase the time for KH to provide Construction Documents)

The Consultant will prepare and submit two construction document milestones, generally consisting of a fifty percent (50%) submittal and a one hundred percent (100%) final submittal. For each submittal phase, Kimley-Horn will incorporate one (1) round of consolidated Client comments prior to advancing to the subsequent milestone. Revisions required as a result of significant changes to the approved design intent, or revisions necessitated by modifications or coordination changes initiated by others, will be considered outside the original scope of services and will be performed as an additional service upon Client authorization.

Service A: Project Management

This task is associated with advancing the project design through facilitating coordination with the Client, the design team, and the construction manager. Project management responsibilities include setting team direction, meeting coordination, activity planning and organization of project design items and conducting

follow up coordination and maintaining the project design schedule. Kimley-Horn will participate in the meetings as anticipated below. Meetings beyond those identified below shall be handled as an additional service upon client authorization to proceed. However, the Client at its discretion, may reallocate meetings listed below into different tasks.

Meeting Attendance (Architect's attendance covered in Architect's scope of services):

- Design Kick Off Meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Design team weekly coordination meetings: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Biweekly Client and CMAR meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- Progress/status calls with client: PM attendance only, biweekly.
- Design Review Meeting (1 submittal per meeting): Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.
- City Stakeholder Meeting: Project Manager, Parking, Structures, Civil, Landscape Architecture, MEP, Traffic.

Service B: Parking Design and Consulting

The Consultant will further review the parking floor plans to show pavement markings, provided by the Architect, to continue maximizing parking spaces, enlarged parking plans, enlarged parking equipment plans, striping details, miscellaneous details (i.e. bollards, wheelstops). The Consultant will review Architect provided vehicular and pedestrian wayfinding and signage plans and details, visitor parking paid parking signage plans and waterproofing plans.

The Consultant will review building code compliance of design relative to parking layouts within the Florida Building Code. The Consultant will review the Architect's updated building code analysis and provide comments.

The Consultant will provide outline of technical specifications including pavement marking and parking equipment, and detailed PARCS technical specifications (hardware, software, firmware requirements).

The Consultant will prepare advanced recommendations for parking access and revenue control equipment types and plan locations including gates, ticket dispensers, pay-on-foot stations, and cashier booths.

The Consultant will prepare detailed PARCS layouts showing equipment locations, clearances, and vehicle envelopes.

The Consultant will define the system architecture, hosting approach (on-premises versus cloud-based), and data ownership requirements. The scope also includes identifying integration requirements for payment systems, mobile applications, reservation platforms, and third-party systems.

The Consultant will review the construction document progress parking floor plans to show pavement markings, produced by the Architect. The Consultant will further review vehicular and pedestrian wayfinding and signage plans and details, and visitor parking paid parking signage plans and details.

The Consultant will review the Architect's code analysis sheet and provide comments.

The Consultant will provide construction document technical specifications including pavement marking and parking equipment.

Deliverables for this task will consist of review of finalized construction document level parking deck functional parking plans with pavement markings, wayfinding signage plans, and paid parking signage plans provided by the Architect.

Service C: Structural Design

The Consultant will advance foundation related structural design calculations including garage foundations and retaining wall foundations. The Consultant will refine superstructure design calculations to account for updated foundation and structural member sizing. Analysis includes gravity live and dead loads, wind loads, and lateral earth pressures. Secondary façade loadings and structure will be refined.

The Consultant will continue developing concrete slab-on-grade plans and details within the footprint of the deck, structural floor plans identifying member types and floor slopes, and structural framing details. Structural design for floodproofing of ground floor rooms will continue including hydrostatic slabs and pile foundations.

The Consultant will continue to review building code compliance of design relative to structural systems within the Florida Building Code. The Consultant will provide draft technical specifications consisting of concrete and foundations.

The Consultant will complete superstructure design calculations to finalize structural member sizing. Analysis consists of gravity live and dead loads, wind loads, and lateral earth pressures. Secondary façade loadings and structure will be finalized.

The Consultant will finalize concrete slab-on-grade plans and details within the footprint of the deck, structural floor plans identifying member types and floor slopes, and structural framing details. Structural design for floodproofing of ground floor rooms will be finalized. Final miscellaneous structural details will be provided consisting of elevator hoist beams, CMU walls and lintels, guardrail attachments, and miscellaneous structural steel.

The Consultant will continue to review building code compliance of design relative to structural systems within the Florida Building Code. The Consultant will provide draft and final technical specifications consisting of cast-in-place concrete, foundations, precast concrete, masonry, structural steel, and garage waterproofing.

The Consultant will provide a structural threshold plan defining requirements to be completed by the Owner's threshold inspector.

Deliverables for this task will consist of completed superstructure floor plans and details for the building permit submission, and specifications.

Service D: Civil Engineering

This task encompasses those designated services necessary to develop the Civil Engineering Construction Documents. It includes specifications, details, and associated documentation, setting forth the requirements for construction of the project. Specifications will be provided as notes in the plans. Preparation of CSI format contract specifications is not included in this scope of services.

The Civil Engineering Contract Document drawings are estimated to consist of the following sheets and information:

- Cover Sheet
- General Notes, Specifications and Key Maps
- Demolition Notes & Plans
- Erosion Control Notes, Plan, & Details
- Paving & Grading Plans and Details
- Drainage Plans & Details
- Paving, Grading and Drainage Sections
- Drainage Structures Table
- Signing & Marking Plan & Detail

- Water & Sewer General Notes
- Water Key Map
- Water Plan & Profile
- Sewer Key Map
- Sewer Plan & Profile
- Fire truck, Delivery and Garbage pick-up access plans

Service E: Landscape Architecture

When authorized by Client, Consultant shall prepare, from the previous design phase approved by the Client and confirmed by the Architect, drawings and specifications setting forth in the requirements for the construction of landscape, pedestrian hardscape and irrigation. It is assumed that building locations, shape, door locations will freeze prior to commencement of Contract Documents.

Final Tree Disposition Plan: Kimley-Horn will prepare a tree disposition/mitigation/relocation plan, which will provide identifying information (e.g., scientific and common names, overall height, breast height, and canopy diameter) and graphical location (current and after relocation) for each individual tree being applied for disposition/removal/relocation, based upon the consulting arborist's report.

Final Planting Plans: Kimley-Horn will develop planting plans to include proposed trees, palms, and understory plantings. Planting plan will consist of a detailed layout of the proposed plantings with a plant list identifying species, quantities, and sizes for all trees, shrubs, ground covers, and ornamental grasses. Planting plans will delineate the separation line between turf and planter areas and will identify plant species symbols and plant quantities for each proposed bed.

Final Plant Schedule of Materials: Kimley-Horn will prepare a schedule of proposed plant materials to be used in the project. Size requirements, typical spacing, and comments will be provided. These materials will be selected based on their visual value, maintenance demands, and horticultural compatibility with the South Florida hardiness zone.

Final Planting Details: Kimley-Horn will prepare typical plant details to communicate the results of plant installation, including anchoring details, a plant spacing diagram, and tree guying.

Final Irrigation Plans & Details Kimley-Horn will provide irrigation plans and irrigation details based on the 60% completed landscape plans. Kimley-Horn will provide the following irrigation design services at final completion:

- Calculation of irrigation system requirements based on municipal requirements.
- Irrigation mainline and sub-mainline sizing with recommended routing.
- Master central control evaluation and recommendation, including analysis of system operation.
- Irrigation controller locations with power supply drop locations (electrical design and permitting for controllers shall be provided by the contractor), as necessary.
- Irrigation plans will include detailed zones and head layout only.
- Material legend of components.
- Ancillary notes, calculations, and labels required to develop an irrigation system.

Final Hardscape Plans: Kimley-Horn will develop final, pedestrian hardscape plans for paver pattern/ tile design (paving profile is to be developed by the Client's Civil Engineer, non-structural planter details, and designed hardscape features that are based on the design development drawings approved by the Client. The hardscape plan will consist of material layout, type and their relationship to access doors, steps, and structure within the for the landscape treatments only.

Final Enlargements, Sections, and Details: Kimley-Horn will advance details and plan enlargements developed during Design Development to a permit and construction level of documentation. Drawings will convey design intent, materials, and finishes for exterior landscape and hardscape elements within Kimley-Horn's scope. Kimley-Horn's landscape architects will coordinate with the Civil Engineering Team for paving and Site Plan. Site plan is assumed to be developed by the Architect or the Civil Engineer. Kimley-Horn will provide the design intent drawings to the Client's Structural Engineer for the design of reinforcement for site structural elements for incorporation into the structural documents.

Each submittal will consist of PDF-format drawings, including:

- Tree Disposition Plan and Notes
- Planting Plan
- Plant Schedule of Materials
- Planting Details
- Hardscape Plan
- Hardscape Enlargements, Sections, and Details
- Irrigation Plan
- Irrigation Notes and Details

It is anticipated that the 100% Set will be submitted for permitting, and any responses or drawing revisions resulting from agency review comments will be performed under **Landscape Architecture Regulatory Agency Assistance Task**.

Service F: Mechanical, Electrical, Plumbing, Fire Protection Engineering

The Consultant will prepare signed, and sealed construction documents and plan specifications suitable for permitting and final pricing.

Mechanical design services will include final selection of HVAC equipment with confirmed capacities, manufacturers, and models, along with complete ductwork distribution layouts for supply, return, exhaust, and outside air systems. The Consultant will develop all job-specific mechanical details required to support construction and interdisciplinary coordination, including control diagrams and detailed sequences of operation for all HVAC systems. Project-specific mechanical notes, schedules, and legends will be prepared as necessary to clearly communicate design intent.

Electrical engineering services will include preparation of final site electrical plans, with all site lighting and site work fully circuited and coordinated with the applicable utility companies. The Consultant will develop complete electrical schedules for all mechanical, plumbing, and owner-furnished equipment, as well as transformer and lighting fixture schedules. Final power, lighting (including controls), and systems designs will be provided, including all circuits, tags, notes, homeruns, and code-required information. Electrical one-line diagrams and riser diagrams will be prepared with all pertinent data and notes, along with applicable fault, short-circuit, and voltage-drop calculations. Where required, complete emergency system designs will be included. Electrical panel schedules, electrical and data room layouts, and all job-specific and standard details necessary for construction and permitting will be provided.

Plumbing design services will include final coordination of site utility connections with all other disciplines for service entrances. The Consultant will prepare complete plumbing schedules for all equipment and fixtures, along with required plumbing calculations. Final designs will address domestic water distribution, sanitary and vent piping systems, and storm drainage systems. Plans will include appropriate notes, room layouts, riser diagrams, isometrics, and all job-specific and general details necessary to support construction and permitting.

Fire protection engineering services will include final design of the fire protection service entrance, confirmation of fire pump and jockey pump sizes where applicable, and preparation of hydraulic calculations

and hazard classifications. The Consultant will develop final performance-based fire protection specifications, riser diagrams, plan notes, and fire pump room layouts when required. All job-specific and general fire protection details necessary to clearly convey design intent and support permitting and construction will be included.

Service G: Architecture (by Indigo Architecture)

Detailed Scope of Services provided in Attachment B.

Service H: Opinion of Probable Construction Cost (KH + Indigo + Florida Lemark)

Detailed Scope of Services provided in Attachment C.

Service I: Food Consultant (by The Prep Station)

Detailed Scope of Services provided in Attachment D.

Phase 4 – Permitting and Bidding (Final Plans) - Duration: 8 weeks

Permitting and Regulatory Assistance

The design team will prepare permit applications with supporting documentation for the Client's signature and subsequent transmittal to relative governmental agencies. Permit expediting services will be utilized on an as-needed basis depending on the permit type.

1. South Florida Water Management District
 - a. Environmental Resource Permit Modification
2. Department of Regulatory and Economic Resources (RER) – Water Control Section
 - a. Class II Permit
3. Miami-Dade County Water and Sewer Department (MDWASD)
 - a. Project Agreement Request and Points of Connection
 - b. Water Main Extension Plan Permit
 - c. Sewer Main Extension Plan Permit
4. DERM Water
 - a. Onsite Water Mains and water services plan review
5. DERM Sewer
 - a. Onsite Sewer Mains and laterals plan review
6. Florida Department of Health
 - a. Water Main Extension Plan Review
7. Miami-Dade County Fire Rescue
 - a. Fire Department Fire flow test request
 - b. Fire access review
 - c. Water supply review
 - d. Water Main Plan Review
8. City of Doral – Planning and Zoning Department
 - a. Site Plan Approval (SPA)
9. City of Doral – Building Department
 - a. Building Permit (all pertaining disciplines)
10. Landscape and Irrigation Permit

11. Miami-Dade County and/or City of Doral Tree Removal Permit, if applicable.

This task consists of comment responses for up to two (2) rounds of reasonable consolidated comments to the current design without major design changes.

If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time-limited entitlements or permits. Permit fees and impact fees are not included.

Bidding Assistance

The CM will lead the bid phase process including bid distribution and contacting bidders.

The design team will assist the CM and the Client in preparing the bid documents by incorporating the Client's front-end documents.

The design team will respond to requests for information (RFI) and contractor questions via addenda.

The design team will address necessary corrections to original drawings and issue one (1) bulletin drawings revision for inclusion into addenda, if required.

Phase 5 – Construction Administration Phase

Limited Construction Phase Services

Kimley-Horn assumes that the components of the project will take up to **eighteen (18) months** to construct and certify. The consultant will provide general professional construction phase services for the project for the purpose of providing assistance to the Client during construction. These services are as follows:

1. **Pre-Construction Conference:** Attend up to one (1) local Pre-Construction Conference prior to commencement of work at the site.
2. **Construction Phase Meetings** – Kimley-Horn will participate in Owner–Architect–Contractor (OAC) meetings during the construction phase to address landscape-related coordination, construction progress, and design intent.
3. Kimley-Horn assumes participation in **two (2) meetings** per month during the anticipated **18-month** construction phase, totaling approximately **36 meetings**. Meetings are anticipated to be virtual, up to one (1) hour in duration, and attended by the Project Manager and four (4) other discipline representatives (structural, civil, MEP, landscape) on a rotating basis. Additional meetings beyond the quantities described above will be considered additional services and will require Client authorization.
4. **Tree Tagging** – Kimley-Horn will provide tree tagging services for proposed trees to assist with identification and selection of plant material at the nursery. Prior to the nursery visit, Kimley-Horn will review and approve photographs of the proposed tree material submitted by the contractor or nursery to confirm general compliance with the project specifications.

This task includes **up to two (2) nursery visits within Miami-Dade County by one (1) landscape architecture representative** to visually inspect and tag acceptable tree material. Each nursery visit is anticipated to be **up to two (2) hours in duration**, excluding travel time. Tree tagging services are limited to the proposed tree quantities identified in the project planting plans.

Nursery visits assume plant material will be assembled and ready for review at the time of the visit. If tagged trees become unavailable, rejected, or require replacement after tagging, additional review or tagging will be considered additional services. Additional nursery visits, tagging of plant material beyond trees, or nursery visits outside Miami-Dade County will also be considered additional services and will require Client authorization.

5. **Visits to Site and Observation of Construction** – The Consultant will make visits **up to thirty-two (32) site visits at up to four (4) hours each including travel time** to observe the progress of the

work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

6. **Recommendations with Respect to Defective Work** – Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
7. **Unforeseen Conditions** – The re-design and/or re-permitting of any component of the Contract Documents due to unforeseen field conditions will be performed as an additional service.
8. **Clarifications and Interpretations** – Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
9. **Change Orders** – Recommend change orders to Client, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
10. **Shop Drawings and Samples** – Review and approve or take other appropriate action for Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The number of reviews per Shop Drawing / Sample Submittal is limited to two (2). Such review and approvals or other action will not extend to accuracy or completeness of details or construction means or methods. Consultant is not responsible for any deviations from the Contract Documents not brought to Consultant's attention in writing by the Contractor. Review of delegated precast submittals does not relieve the precast specialty engineer of responsibility for the accuracy, completeness, or code compliance of the delegated design.
11. **Disagreements between Client and Contractor** – Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
12. **Inspections and Tests** – Consultant may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

13. **Review of Payment Applications** – Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
 14. **Substantial Completion** – When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
 15. **Final Notice of Acceptability of the Work** – Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.
 16. **Limitation of Responsibilities** – Consultant shall not be responsible for the acts, means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
 17. **Record Drawings** – As an additional service if required, Consultant will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built, but will be based on information made available
- Kimley-Horn will provide these services at the level as reasonably requested by the Agencies, or Client's Design Team Representatives at our then current hourly rates. Upon reaching the estimated labor fee, Kimley-Horn will seek Client's approval for additional services as needed for services outside of the scope of services described above.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Parksmart Certification
- Shoring design
- Shop drawing preparation
- Parking revenue study
- Operating and maintenance cost analysis
- Design for solar panels and supporting structures
- Vertical expansion
- Underground construction for livable, occupied or parking spaces
- Design of tower crane and other hoisting equipment foundations and tiebacks
- Design of shoring for excavations and underpinning of adjacent structures
- Design of formwork systems
- EV study
- Trolley stop shading structure

- Splash pad
- Playground
- Sculpture/Pavillion
- Artistic work
- Valet Parking analysis/consulting
- Fencing for security
- Mechanical access parking
- Value engineering services
- Leadership in Energy and Environmental Design (LEED) services. Services associated with LEED certification are not part of this scope of services.
- Splash pad design, engineering, filtration systems, mechanical systems, and associated controls.
- Structural design of landscape planters or other structural landscape elements integrated with the building structure.
- Specialty vendor design services including playground equipment systems, shade structures, or similar proprietary site features.
- Retail tenant improvement design.
- Detailed interior design beyond project shell spaces in ground level.
- Environmental assessment or remediation.
- Permitting services beyond those outlined in the scope of services above.
- Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
- Public meetings and hearings notices, beyond those identified in the scope of services.
- Attendance at additional meetings beyond those specified.
- Traffic signal study or design.
- Construction Phase Services beyond those specified.
- Threshold and Special Inspections
- Archeological services.
- Geotechnical services
- Surveying services
- Interior Design services not otherwise expressly indicated in the Scope of Services.
- Significant changes or modifications to the design after Owner approval of design phase.

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- An executed copy of this agreement (required).
- End user guidelines or design requirements prior to the commencement of design services (if available).
- Record drawings for the existing site and adjacent buildings (if available).

RESPONSIBILITIES OF CLIENT

Kimley-Horn shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. The Client shall not allow the contractor to take

advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or specifications, the Client shall direct the contractor to promptly submit the matter to the Client before the improvements are built. The Client shall promptly make a determination and issue the necessary instructions to the contractor in writing. Any adjustment by the contractor without this determination and instructions shall be at the contractor's own risk and expense. The Work is to be made complete as intended by the Contract Documents.

SCHEDULE

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in Phases 1 through 5 for the total lump sum fee in attachment A. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the the contract provisions.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.



We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A blue ink signature of Leonte I. Almonte, consisting of a large, stylized 'L' followed by a horizontal line and a small flourish.

By: Leonte I. Almonte, P.E.
Vice-President

A blue ink signature of Noel Ramirez, featuring a circular, stylized initial 'N' followed by the name 'Ramirez' in a cursive script.

Noel Ramirez, P.E.
Project Manager

Attachment A – Fee Quotation Proposal
Attachment B – Indigo Architecture Proposal
Attachment C – Florida Lemark Proposal
Attachment D – The Prep Station Corporation Proposal

**Attachment A - Fee Quotation for City of Doral
Central Park Parking Garage and Recreation Area (A/E)**

Consultant's Name: Kimley-Horn and Associates, Inc.

Date: 5/13/2026

Activity	Principal	Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Engineering Technician	Threshold/Sr. Inspector	CADD Technician	Clerical	Hours per Activity	Cost per Activity
	\$ 293.76	\$ 257.80	\$ 250.00	\$ 215.00	\$ 189.00	\$ 142.40	\$ 194.25	\$ 125.15	\$ 94.13		
Phase 1 - Schematic Design											
Service A - Project Management/Meetings											
Project Startup/Contract Maintenance		3	3		8	8			12	34	\$ 5,304.16
City's Consultants Coordination (Survey + Geotech)		6	8							14	\$ 3,546.80
Activity Planning		6	2	10	6	10				34	\$ 6,754.80
KickOff Meeting	2	2	4	4	8	8			4	32	\$ 5,990.84
Weekly design team meetings	9	18	72	36	36	36			12	219	\$ 46,084.20
Bi-weekly client & CMAR meetings	8	8	40	32		8				96	\$ 22,431.68
Status calls with client	2	8		6						16	\$ 3,939.92
Schematic Design Review	2	8		8	16	16			4	54	\$ 10,048.84
Stakeholder meeting	2	6		12	12	8				40	\$ 8,121.52
Public Workshop	1	2	2	2		2				9	\$ 2,024.16
Public Hearing / City Commission Meeting	2	4		4		4				14	\$ 3,048.32
OPCC Development	2	8			4					14	\$ 3,405.92
									Service A Subtotal	576	\$ 120,701.16
Service B - Parking Design and Consulting											
Schematic Design	4	18	12	24	48	12		48		166	\$ 30,763.44
QA/QC + Coordination	1	4	4		8					17	\$ 3,836.96
									Service B Subtotal	183	\$ 34,600.40
Service C - Structural Engineering											
Schematic Design	8	12	36	56	85	120		100		417	\$ 72,151.68
QA/QC + Coordination	4	8	8		20					40	\$ 9,017.44
									Service C Subtotal	457	\$ 81,169.12
Service D - Civil Engineering											
Schematic Design	8	8	52	48	40	48		20	8	232	\$ 45,383.72
Site Plan Approval Coordination	2	2	10	16	16	16		4			\$ 12,846.12
QA/QC + Coordination	2	2	6		12					22	\$ 4,871.12
									Service D Subtotal	254	\$ 63,100.96
Service E - Landscape Architecture											
Initial Concept Design	2	2	12		16	12		4		48	\$ 9,336.52
Landscape Architecture Site Plan Documents	4		16		36	50		16		122	\$ 21,101.44
Landscape Architecture Site Plan Assistance and Coordination	1		12		12	8				33	\$ 6,700.96
QA/QC + Coordination	2	2	6		8					18	\$ 4,115.12
									Service E Subtotal	221	\$ 41,254.04
Service F - MEP + Fire Protection											
Schematic Design	4	6	30	60	40	52		52		244	\$ 44,594.44
QA/QC + Coordination	1	2	12		8					23	\$ 5,321.36
									Service F Subtotal	267	\$ 49,915.80
Service G - Architecture (Indigo)											
Schematic Design											\$ 80,250.00
Service H - OPCC (Florida Lemark)											
Estimating											\$ 8,500.00
Service I - Food Consultant (The Prep Station)											
Schematic Design											\$ 5,200.00
Service J - Traffic Engineering											
Miami-Dade County Level 2 Traffic Impact Analysis	4	2	6	36	20	36		8		112	\$ 20,838.24
City of Doral Traffic Impact Analysis Submittal	2		2	12	4	12				32	\$ 6,132.32
Site Planning Assistance/Maneuverability Analysis	3		4	10	4	12				33	\$ 6,486.08
Conceptual Event Traffic Management Plan	4	4	6	24	16	24		15		93	\$ 17,185.09
QA/QC + Coordination	4			12						16	\$ 3,755.04
									Service J Subtotal	286	\$ 54,406.77
									Phase 1 SDs - Subtotal		\$ 539,098.25
Phase 2 - Design Development											
Service A - Project Management/Meetings											
Contract Maintenance		8	4		12	12			20	56	\$ 8,921.80
Activity Planning		8	4	12	10	13				47	\$ 9,383.60
Weekly design team meetings	8	24	88	42	42	42		16		262	\$ 54,992.16
Bi-weekly client & CMAR meetings	8	10	48	43		12				121	\$ 27,810.21
Status calls with client	4	11		8						23	\$ 5,644.91
Design Review Meeting	4	10		10	22	22		6		74	\$ 13,758.62
Stakeholder meeting	4	6		12	12	8				42	\$ 8,709.04
OPCC Development	2	8			6					16	\$ 3,783.92
									Service A Subtotal	624	\$ 133,004.26
Service B - Parking Design and Consulting											
Design Development	4	20	20	28	64	28		12	12	188	\$ 36,065.60
QA/QC + Coordination	2	2	4		14					22	\$ 4,749.12
									Service B Subtotal	210	\$ 40,814.72
Service C - Structural Engineering											
Design Development	12	20	40	70	108	150		120		520	\$ 90,521.12
QA/QC + Coordination	6	8	12		30					56	\$ 12,494.96
									Service C Subtotal	576	\$ 103,016.08
Service D - Civil Engineering											
Design Development	6	4	40	32	64	72		12	12	242	\$ 44,653.92
QA/QC + Coordination	2	2	6		16					26	\$ 5,627.12
									Service D Subtotal	268	\$ 50,281.04
Service E - Landscape Architectural											
Design Development	2	4	24		28	32		8		98	\$ 18,468.72
QA/QC + Coordination	1	2	2		4					9	\$ 2,065.36
									Service E Subtotal	107	\$ 20,534.08
Service F - MEP + Fire Protection											
Design Development	8	8	48	64	78	92		42	12	352	\$ 64,401.14
QA/QC + Coordination	2	2	6	8	16					34	\$ 7,347.12
									Service F Subtotal	386	\$ 71,748.26
Service G - Architecture (Indigo)											
Design Development											\$ 132,850.00
Service H - OPCC (Florida Lemark)											
Estimating											\$ 17,000.00
Service I - Food Consultant (The Prep Station)											
Design Development											\$ 4,200.00
Service J - Traffic Engineering											
Site Planning Refinement Assistance	2			4		8		2		16	\$ 2,837.02
Conceptual Event Traffic Management Plan Refinement	2	2		4	4	6		2		20	\$ 3,823.82
QA/QC + Coordination	1			6						7	\$ 1,583.76
									Service J Subtotal	43	\$ 8,244.60
									Phase 2 DD - Subtotal		\$ 581,693.04
Phase 3 - Construction Documents											
Service A - Project Management/Meetings											
Contract Maintenance		8	3		10	10			25	56	\$ 8,479.65
Activity Planning		8	4	12	12	12				48	\$ 9,619.20
Weekly design team meetings	10	30	120	60	60	60			24	364	\$ 75,714.72
Bi-weekly client & CMAR meetings	10	16	80	64		16				186	\$ 43,100.80
Status/coordination calls with client	4	16		12						32	\$ 7,879.84
Submittal Review Meeting (2 submittals)	8	16		32	64	64			16	200	\$ 36,070.56
OPCC Development	2	12			8					22	\$ 5,193.12
									Service A Subtotal	886	\$ 186,057.89
Service B - Parking Design and Consulting											
50% CDs	5	12	30	20	56	64		20	12	219	\$ 39,692.56
100% CDs	4	8	12	14	40	56		28	12	174	\$ 29,415.60
QA/QC + Coordination	2	4	8	12	8					34	\$ 7,710.72
									Service B Subtotal	427	\$ 76,818.88
Service C - Structural Engineering											
50% CDs	16	18	40	54	128	150		52	12	470	\$ 84,139.92
100% CDs	10	12	28	32	54	86		50	12	284	\$ 49,750.66
QA/QC + Coordination	6	12	12	24	20					74	\$ 16,796.16
									Service C Subtotal	828	\$ 150,686.74
Service D - Civil Engineering											
50% CDs	3	8	28		20	34		8		101	\$ 19,566.48
100% CDs	3	6	12		8	30		8		67	\$ 12,213.28
QA/QC + Coordination	2	2	6		4					14	\$ 3,359.12
									Service D Subtotal	182	\$ 35,138.88
Service E - Landscape Architectural											
50% CDs	3	4	24		16	30		8		85	\$ 16,209.68
100% CDs	3	2	16		8	30				67	\$ 12,182.38
QA/QC + Coordination	2	2	6		4					14	\$ 3,359.12
									Service E Subtotal	166	\$ 31,750.88
Service F - MEP + Fire Protection											
50% CDs	9	16	62	48	98	106		56	12	407	\$ 74,343.00
100% CDs	6	16	40	32	54	84		46	12	290	\$ 51,821.42
QA/QC + Coordination	4	6	24	24	16					74	\$ 16,905.84
									Service F Subtotal	771	\$ 143,070.26
Service G - Architecture (Indigo)											
Construction Documents											\$ 262,150.00
Service H - OPCC/Estimating (Florida Lemark)											
Estimating											\$ 17,000.00
Service I - Food Consultant (The Prep Station)											
Construction Documents											\$ 4,000.00
									Service I Subtotal	200	\$ 4,000.00
									Phase 3 CD - Subtotal		\$ 906,673.53
Phase 4 - Permitting and Bidding (8 weeks)											
Permitting and Regulatory Assistance											
PM (Contract Maintenance + Weekly meetings)	4	6	12	16	28	28			18	112	\$ 20,135.38
Parking Consultant		2	8		18					28	\$ 5,917.60
Structural	3	6	28		30	30		8		105	\$ 20,371.28
Civil	6	6	40	36	56	54		16	12	226	\$ 42,454.92
Landscape Architecture		2	8		12					22	\$ 4,783.60
MEP + FP	3	6	30		24	30		8		101	\$ 19,737.28
Bidding RFIs and Addenda	4	8	8	16	24	24			12	96	\$ 17,760.60
Architectural Permitting & Bidding (Indigo)											\$ 15,500.00
									Subtotal	680	\$ 146,660.66
									Phase 4 Permitting and Bidding - Subtotal		\$ 146,660.66
Phase 5 - Construction Administration - 18 months											
Limited Construction Phase Services											
Contract Maintenance		8	6		12	12			16	54	\$ 9,045.28
Pre-Construction Conference		6			6					16	\$ 3,057.32
Construction Phase Meetings (OAC) - 36 meetings		54	108		108				4	30	\$ 64,157.10
Site Visits (15 Structural, 8 Civil, 5 LA, 4 MEP)		20	40	60	120	40				280	\$ 56,432.80
RFIs	10	20	100	60	180	120			36	526	\$ 100,480.28
Tree Tagging - 2 visits		8			8					16	\$ 3,512.00
Submittals Review	15	20	64	260	380	160			60	959	\$ 181,714.20
Project Closeout		20	60	40	80	120				320	\$ 60,964.00
Architecture Construction Administration (Indigo)											\$ 104,460.00
Food Consultant Construction Administration (The Prep Station)											\$ 3,500.00
									Limited Construction Phase Services Subtotal	2471	\$ 587,332.18
									Phase 5 Construction Administration - Subtotal		\$ 587,332.18
									Total Services Fee		\$2,761,457.66



Attachment B

Scope of Work by Phases

Task Order 1: Schematic Design

- A. Architect shall analyze the City's approved conceptual design for the Doral Central Park Parking Garage and Recreation Area as attached in the RFQ.
- B. Site Development Planning: Architect 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 (bronze certification), Green Globes, SITES Certification...etc.).
- C. Site Plan Approval: Architect 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.
- D. Permit and Regulatory Review: Architect shall identify, evaluate, and coordinate all required state and local permit approvals applicable to the project which include but is not limited to environmental & land use, civil, building, public works, health & safety, and zoning. This includes review of any existing permits issued to the City of Doral and the potential modifications of those permits. Architect shall provide all necessary assistance to secure applicable permits.
- E. Utility Development Planning: Architect shall establish requirements and prepare initial designs for the on-site utilities, which may include electrical service and distribution, natural gas 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.
- F. Structural System Analysis: Architect in conjunction with Structural Engineer shall identify and research applicable building construction typologies. Present to the City for selection.
- G. Parking and Circulation Analysis: Architect 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.
- H. Estimate of the Cost of the Work: Architect in conjunction with Structural 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.
 - I. Planning, Zoning, and Code Analysis: Architect 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.
 - J. Americans with Disabilities Act (ADA) Code Analysis: Architect 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.
 - K. Meetings and Presentations: Architect shall attend meetings, public hearings, and citizen information meetings as directed by the City. Architect shall represent the City in presenting the proposed development to the governing agencies for approval. Architect shall prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.
 - L. Architect 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.
 - M. Architect shall review with the City alternative approaches to design and construction of the Project.
 - N. The Architect shall review, with the City, site use and improvements and alternative approaches to selection of materials, building systems, and equipment. Architect 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.
 - O. Architect 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.
 - P. Architect shall schedule and conduct meetings to present, confirm, and finalize design elements with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
 - Q. Architect 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 shall distribute meeting minutes and record all decisions.

R. Upon completion of the Schematic Design phase, the Architect shall provide copies of the Schematic Design Documents to the City for review and written approval.

S. Indigo Architecture will participate in up to one (1) meeting to review the Schematic Design drawings. Following this review, the City shall issue one list of comments and requested revisions. Minor updates will be incorporated into the drawings as part of the base scope. Any significant modifications, defined as changes that alter the original program or design intent established at the kickoff meeting, including scope additions/reductions or substantial relocation of key design elements, will be treated as Additional Services

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 (in conjunction with structural engineer)
 - Statement of value engineering (in conjunction with structural engineer)
 - Primary materials being considered

Task 1 Schedule: 60 calendar days

Task Order 2: Design Development

A. Architect shall provide Design Development Documents based on the approved Schematic Design Documents 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.

- B. Architect shall provide program reconciliation on a space-by-space tabulated comparison. City shall confirm this program as FINAL in writing.
- C. Architect shall include a final completed code analysis for inclusion in the Project Manual.
- D. Architect 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 shall provide that critical interior spaces are drawn and elevated for review.
- E. Architect shall schedule and conduct up to one (1) meeting to present, confirm, and finalize material and finish selections with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
- F. Architect shall incorporate all sustainable design elements / products proposed for certification.
- G. Upon completion of the Design Development phase, the Architect shall provide copies of the Design Development documents to the City for review and written approval.
- H. Upon completion of the Design Development phase the Architect 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 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 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.
- I. The architect shall attend up to two (2) meetings to review the Design Development drawings.

Deliverables:

Two sets of drawings for two separate permit sets will be developed. A drawing package that defines and describes the design of the project including:

- Title Sheet
- Site survey
- 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

- **Preliminary waterproofing details**
- Room finish schedules indicating materials
- Materials / finish color schedule
- Vertical circulation plans and sections **including elevators**
- Plan and enlarged details – interior and exterior
- 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: 75 calendar days

Task Order 3: Construction Documents

Note: Two separate permit sets will be created for this project. The specific drawing separation of the building is still yet to be determined but the idea is to permit the parking garage separately from the rest of the project.

- A. Architect 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.
- B. Architect 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.
- C. Architect shall schedule and conduct up to one (1) meeting to present, confirm, and finalize project details / selections with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
- D. Architect shall incorporate all sustainable design elements / products proposed for certification.
- E. Architect shall provide for coordination / documentation of City supplied Furniture, Fixtures, and Equipment including items to be relocated from existing facilities and new items.
- F. Architect 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. This will be performed with the support of the CMAR on the project

- G. Architect shall attend up to one (1) meeting to review the 50% CD set and one (1) meeting to review the 100% CD set with the city. The city shall provide one (1) list of comments per milestone for Architects and Engineers review/revision of drawings.

Deliverables: 50% Construction Documents set and 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: 105 calendar days

Task Order 4: Bidding and Permitting

4.1 Competitive Bidding

- A. 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.
- B. Architect shall consider requests for substitutions, permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- C. Architect shall participate in at the City's direction and conduct a pre-bid conference for prospective bidders.
- D. Architect shall prepare responses to questions from prospective bidders or general contractor **during bidding or preliminary pricing exercises** and provide clarifications and interpretations of the Bidding Documents to the City for upload in Demand Star in the form of addenda.
- E. Architect shall assist the City in bid validation or proposal evaluation and determination of the successful bid or proposal

Note: This scope is assuming CMAR will remain as General Contractor in the project. If a different contractor is selected then Bidding phase will be billed as an additional service

4.2 Permitting

- A. Architect shall submit 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. Architect shall turn 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 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: 90 calendar days

**** Total # of calendar days for completion of Tasks 1-4 = 330 days from Notice to Proceed**

Task Order 5: Construction Administration

5.1 General Administration

- A. 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.
- B. The Architect'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 may be entitled to a Change in Services when Contract Administration Services extend 90 days after the date of Substantial Completion of the Work.
- C. Architect shall be a representative of and shall advise and consult with the City during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the City only to the extent provided in the Agreement unless otherwise modified by written amendment.
- D. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the City and the Architect with consent of the Contractor, which consent will not be unreasonably withheld.
- E. Architect shall review and respond to Construction Manager's additional RFI response clarification within two (2) business days from receipt and shall review and respond to emergency RFIs (as defined in the Agreement) impacting critical path activities within one (1) business day from receipt. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect 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.
- F. Architect shall on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor. Interpretations and decisions of the Architect 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 shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either.
- G. Architect 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'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

- A. Architect, 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 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect 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.
- B. Architect shall record the progress of the Project and provide written reports to the City on a biweekly 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.
- C. Architect 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 shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect'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.
- D. Architect shall at all times have access to the Work wherever it is in preparation or progress.
- E. 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 about matters arising out of or relating to the Contract Documents.
- F. Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect 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 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 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

- A. Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect'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'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.
- B. The issuance of a Certificate for Payment shall not be a representation that the Architect 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.
- C. Architect shall maintain a record of the Contractor's Applications for Payment.

5.4 Submittals

- A. Architect 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 shall document each submittal with the appropriate status stamp and/or notations.
- B. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City (**up to 10 business days**). The Architect shall review and respond to Construction Manager's re-submitted submittals within five (5) business days from receipt. Contractor or separate contractors, while allowing sufficient time in the Architect'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's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods or techniques. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- D. 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 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. The Architect 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

- A. Architect shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect 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 must inform the City of said minor changes in Work prior to the changes being made. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.
- B. Architect 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 to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the City that the requested change be denied.
- C. If the Architect 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 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 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. With the City's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the Contractor.
- D. Architect shall maintain records relative to changes in the Work.

Deliverables: As required by aforementioned Scope of Work

Task 5 Schedule: **540** calendar days from construction phase commencement

Task Order 6 – Project Closeout

6.1 Project Completion

- A. Architect shall conduct to one (1) visual inspection to determine punch list items after request from Contractor for Substantial Completion and one (1) visual inspection to establish Final Completion. 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.

- B. Architect shall coordinate with contractor for all systems training sessions and O & M manuals with the user's facility maintenance staff and departments.
- C. Architect shall conduct ten (10) site visits during the anticipated eighteen (18)-month construction schedule, coordinated with the progress and key phases of the Work. In addition, the Architect shall conduct two (2) additional site visits for project closeout (see Item 6.1.A). The Architect's inspections shall be conducted with the City's Designated Representative to observe the progress of the Work for general conformance with the requirements of the Contract Documents and to verify the accuracy and completeness of the Contractor's list of Work to be completed or corrected.
- D. When the Work is found to be substantially complete, the Architect 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.
- E. Architect 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

- A. Architect shall meet with the City or the City's Designated Representative promptly after Substantial Completion to review the need for facility operation services.
- B. Upon request of the City and/or prior to the expiration of one year from the date of Substantial Completion, the Architect 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.**

COMPENSATION

For the Architect's Basic Services described, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

Five Hundred Ninety-Five Thousand Two Hundred and Ten Dollars (\$595,210)

Breakdown by phase as follows:

Role / Expense	SD (13.48%)	DD (22.32%)	CD (44.04%)	PR (2.60%)	CA (17.55%)	Total
President (\$250)	75	75	250	20	275	695
Vice President (\$220)	45	100	170	0	0	315
Jr. Project Manager (\$170)	300	500	870	60	203	1,933
Project Assistant (\$150)	0	42	85	0	0	127
Administrative (\$100)	6	8	16	3	12	45
Total Labor Hours	426	725	1,391	83	490	3,115
Total	\$80,250	\$132,850	\$262,150	\$15,500	\$104,460	\$595,210

****A \$33,600 fee for FGBC “Bronze” certification is included in the Basic Services fee (See Exhibit “M” for additional scope information).**

Optional Services (not included in Basic Services):

Additional FGBC tier (silver) certification	\$ 30,000.00
Additional meetings	hourly
Additional site visits (each)	\$ 1,500.00
Professional Lighting Designer	\$ 25,000.00

****See Exhibit “N” for additional scope information on Professional Lighting Designer.**

For Additional Services that may arise during the course of the Project the Owner shall compensate the Architect as follows:

Architect will provide a lump sum proposal for client’s approval before proceeding with any additional services.

When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Project Phase	Percentage of Basic Compensation
Schematic Design Phase	13.48%
Design Development Phase	22.32%
Construction Documents Phase	44.04%
Procurement Phase	2.6%
Construction Phase	17.55%
Total Basic Compensation	100%

The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

Hourly rates

President.....	\$250.00 per hour
Vice President.....	\$220.00 per hour
Project Manager.....	\$190.00 per hour
Jr Project Manager.....	\$170.00 per hour
Project Assistant.....	\$150.00 per hour
Administrative/Clerical.....	\$100.00 per hour



Attachment C

May 18th, 2026

Noel Ramirez, P.E.

Kimley-Horn

8400 NW 36th Street, Suite 350

Doral, FL 33166

RE: DCP Parking Garage & Recreation Area

EXECUTIVE SUMMARY

Florida Lemark Construction (FLC) is pleased to submit this Preconstruction Services Proposal for the **DCP Parking Garage & Recreation Area** project located in Doral, Florida. This proposal outlines the scope, fee structure, and hour allocations for preconstruction services across three design phases: Schematic Design (SD), Design Development (DD), and Construction Documents (CDs).

FLC's preconstruction team will provide cost estimating, constructability review, value engineering, and subcontractor coordination services at each phase milestone. Our engagement is structured to support the design team with actionable cost and schedule intelligence throughout the design process.

As mutually agreed, the preconstruction fees are established at **\$8,500.00** for the Schematic Design phase and **\$17,000.00** for each of the Design Development and Construction Documents phases, for a total contract value of **\$42,500.00** for all three phases combined.

Provide a planning level opinion of probable construction cost (OPCC). OPCC will be based on an order of magnitude dollars per square foot and not a detailed quantity takeoff. OPCC will attempt to address demolition, excavation, retaining walls, foundations, structural system, lighting, mechanical, water and sewer, court surfacing and façade requirements specific to this site but only directly impacted by the parking deck and recreational area.



STAFFING PLAN & RATE BASIS

Preconstruction services will be staffed as follows, consistent with the agreed allocation:

ROLE	BILLING RATE	FEE SPLIT	FEE / PHASE	HRS
Project Executive <i>Emilio Rodriguez</i>	\$175.00 / hr	5%	\$425.00 (SD) \$850.00 (DD / CD)	2.4 hrs (SD) 4.9 hrs (DD / CD)
Preconstruction Manager <i>Venkat Gundedwad</i>	\$125.00 / hr	95%	\$8,075.00 (SD) \$16,150.00 (DD / CD)	64.6 hrs (SD) 129.2 hrs (DD / CD)
TOTAL — SCHEMATIC DESIGN		100%	\$8,500.00	67.0 hrs
TOTAL — DESIGN DEVELOPMENT/ CDs		100%	\$17,000.00	134.1 hrs

PHASE SCOPE & DELIVERABLES

PHASE 1 — Schematic Design (SD)

Phase Fee \$8,500.00	Project Executive (5%) \$425.00 2.4 hrs	Preconstruction Mgr (95%) \$8,075.00 64.6 hrs	Total Phase Hours 67.0 hrs
---------------------------------------	--	--	---

Phase Deliverables & Services:

1	Review and assess project program and owner requirements
2	Participate in SD kick-off meeting and design coordination of SD Set.
3	Develop preliminary Order-of-Magnitude (ROM) cost estimate based on GSF costs
4	Comparison of schematic concept against owner's target budget and CM's submitted budget
5	Prepare Schematic Design phase cost summary report.

PHASE 2 — Design Development (DD)

Phase Fee \$17,000.00	Project Executive (5%) \$850.00 4.9 hrs	Preconstruction Mgr (95%) \$16,150.00 129.2 hrs	Total Phase Hours 134.1 hrs
--	--	--	--



Phase Deliverables & Services:

1	Conduct detailed constructability reviews of DD documents
2	Prepare updated Design Development cost estimate
3	Comparison of design concept against owner's target budget and CM's submitted budget
4	Prepare Design Development phase cost summary report

PHASE 3 — Construction Documents (CDs)

Phase Fee \$17,000.00	Project Executive (5%) \$850.00 4.9 hrs	Preconstruction Mgr (95%) \$16,150.00 129.2 hrs	Total Phase Hours 134.1 hrs
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Phase Deliverables & Services:

1	Full constructability and coordination review of CD set
2	Comparison of CD against owner's target budget and CM's Submitted GMP
3	review bid package structure and scope documents provided by CM.
4	Prepare Construction Documents phase final summary report

FEE SUMMARY — ALL PHASES

PHASE	PEx HRS (5%)	PM HRS (95%)	TOTAL HRS	PHASE FEE	STATUS
Phase 1 - Schematic Design (SD)	2.4 hrs	64.6 hrs	67.1 hrs	\$8,500.00	Proposed
Phase 2 - Design Development (DD)	4.9 hrs	129.2 hrs	134.1 hrs	\$17,000.00	Proposed
Phase 3 - Construction Documents (CDs)	4.9 hrs	129.2 hrs	134.1 hrs	\$17,000.00	Proposed
TOTAL — ALL 3 PHASES	12.2 hrs	323.0 hrs	335.2 hrs	\$42,500.00	



TERMS & CONDITIONS

Payment Terms: Fees are invoiced monthly based on progress within each phase. Net 30 days from invoice date.

Phased Authorization: Each phase is authorized independently. FLC shall not proceed to the next phase without written notice to proceed from the Kimley Horn.

Change Orders: Any scope additions or phase extensions beyond what is described herein require a written amendment prior to execution. Reimbursables such as parking, reprographics, etc. not included in the proposal.

Proposal Validity: ***[VALID FOR 30 DAYS FROM ISSUANCE DATE]***

Exclusions: This proposal does not include design services, permit fees, agency submittal costs, or construction administration services unless specifically noted.

ACCEPTANCE & AUTHORIZATION

By signing below, the Client authorizes Florida Lemark Construction to commence preconstruction services as described in this proposal under the terms and conditions stated herein.

Thank you,

Accepted By:

A handwritten signature in blue ink, appearing to read 'Emilio Rodriguez'.

Emilio Rodriguez

President

Florida Lemark Corporation

Attachment D

FOOD SERVICE / KITCHEN CONSULTING PROPOSAL

Project: DCP Parking Garage & Recreation Area

Prepared by: Chef Steven McQueeny

Date: 04-14-2026

PROJECT OVERVIEW

This proposal outlines professional food service consulting services for the planning, design, and coordination of a kitchen facility approximately 800 SF, intended for light to moderate food preparation and service.

The objective is to deliver a functional, efficient, and code-compliant kitchen design aligned with the project's operational goals and integrated with the overall architectural and engineering design.

ABOUT THE CONSULTANT

Chef Steven McQueeny is an Executive Chef and culinary consultant with over 20 years of experience in high-volume, luxury, and concept-driven food service operations.

Currently serving as Senior Executive Chef at EverBank Stadium (Jacksonville Jaguars), Chef McQueeny oversees large-scale culinary operations, including premium clubs, suites, and major events. His experience includes managing high-profile events such as NFL games, international sporting events, Formula 1 Miami at Hard Rock Stadium, Miami Open, and large-capacity hospitality programs, with a strong focus on operational efficiency, cost control, and elevated guest experience.

SCOPE OF SERVICES & FEES

PHASE 1 – SCHEMATIC DESIGN (SD)

Fee: \$5,200

1 month 4 site visit or personal meetings

8 Virtual meetings

Scope

- Meet with Client and design team to define kitchen use
- Establish operational goals, menu assumptions, staffing, and service model
- Develop kitchen program and space planning (800 SF footprint)
- Coordinate with Architect and MEP engineers
- Prepare schematic kitchen layout(s)
- Develop preliminary equipment list
- Identify utility requirements

- Participate in coordination meetings

Deliverables

- Concept kitchen layout
- Preliminary equipment list
- Utility outline

PHASE 2 – DESIGN DEVELOPMENT (DD)

Fee: \$4,200

1 month 4 site visit or personal meetings
8 Virtual meetings

Scope

- Refine kitchen layout and workflow
- Update equipment schedule and specifications
- Coordinate with MEP engineers (hoods, grease, utilities)
- Review plans for health department compliance
- Resolve coordination issues

Deliverables

- Updated kitchen layout
- Detailed equipment schedule
- Coordination feedback

PHASE 3 – CONSTRUCTION DOCUMENTS (CD)

Fee: \$4,000

1 month 4 site visit or personal meetings
8 Virtual meetings

Scope

- Prepare construction-ready food service drawings
- Equipment schedule with utilities
- Key notes and performance criteria
- QA/QC review and coordination
- Support AHJ responses

Deliverables

- Construction-ready drawings
- Equipment schedules

PHASE 4 – BIDDING & CONSTRUCTION SUPPORT (OPTIONAL)

Fee: \$3,500

1 month 4 site visit or personal meetings
8 Virtual meetings

Scope

- Respond to RFIs
- Review equipment submittals
- Participate in coordination meetings
- Limited site observations

PAYMENT TERMS

- Phase-based billing (50% start / 50% completion per phase)

ASSUMPTIONS & EXCLUSIONS

- Kitchen designed for light to moderate service
- No procurement, staffing plans, or full-time construction supervision included
- Specialty contractor drawings excluded

ACCEPTANCE

Client Name: _____

Signature: _____

Date: _____

Chef Steven McQueeny

Culinary Consultant

Phone- 954-419-8813 Email – theprepstationcorp@gmail.com

EXHIBIT B

(REQUEST FOR QUALIFICATIONS NO.2025-26)

CITY OF DORAL



Request for Qualifications

Architectural & Engineering Services and Related Disciplines for Doral Central Park Parking Garage & Recreation Area

Submission Due Date: Tuesday, January 6, 2026, at 2:00 pm

RFQ No. 2025-26

Procurement and Asset Management Director:
ROMAN MARTINEZ, MPA, CPPO, CPPB



**City of Doral
Request for Qualifications
Architectural &
Engineering Services and Related Disciplines for Doral Central Park Parking Garage & Recreation Area
2025-26**

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A - 2025-10-28 Doral CP Parking Garage Concept



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1. GENERAL INFORMATION

1.1. General Instructions and Submittal Requirements

1.1.1. Notice to Respondents

NOTICE: The City of Doral ("City") hereby gives notice of its intent to seek Responses from interested, qualified parties and professional firms in response to this Request for Qualifications ("RFQ") to provide the services described herein. Responses must be received no later than the deadline date and time specified below.

1.1.2. Project Overview

The City of Doral is seeking Responses from a qualified Professional to the provision of providing Architectural & Engineering Services and Related Disciplines for the Doral Central Park Parking Garage & Recreation Area.

The City of Doral is soliciting Requests for Qualifications ("RFQ") from interested parties and/or firms for the provision of providing professional engineering/architectural services, 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 Parking Garage & Recreation Area and supporting infrastructure including utilities. The project referenced as part of this Request for Qualifications principally consists of the design and engineering of a new parking garage structure, approximately 252,100 square feet with roof-top pickleball courts, along with a detached two-level Recreation area, approximately 24,000 square feet, located in an existing park at 3005 NW 92nd Avenue in the commercial heart of Doral. Doral Central Park is the largest park in the City, one of the largest in the South Florida region, and it is the recreation and special-events hub in Doral. The park includes amenities such as an open-air amphitheater, a complete aquatic center, multi-purpose fields, a boardwalk, an approximately 70,000 square feet indoor recreation center, tennis courts, a skate park and a pump track.

Through the RFQ process described herein, qualified Professionals interested in providing such services to the City must prepare and submit a Response packet in accordance with the procedure and schedule of this RFQ.

The City intends to award a contract to One (1) professionals or firms that possess the professional and administrative capabilities to provide the services described herein and will agree to work under the compensation terms and conditions determined by the City that provide the greatest benefit to the taxpayers of the City. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

It is the City's intent to select a firm that: (a) possesses the professional and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City. The City will review submittals only from those persons and/or firms that submit a proposal that includes all of the information required by this RFQ, the determination of which shall be in the sole discretion of the City.

1.1.3. Procurement Schedule

All dates and times in this Solicitation may be changed by a written addendum issued by the City.

The City's schedule for this Solicitation is as follows:



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Issuance/Advertisement Date:	November 24, 2025
Pre-Submittal Conference (Mandatory):	December 8, 2025, 10:00am Microsoft Teams Meeting ID: 282 537 729 996 1 Passcode: dL6Gc6ks https://teams.microsoft.com/join/19%3ameeting_OWQxMzY0MmQtNmEwMC00M2YzLWExMmQtYzYwOWUyZDExMTA2%40thread.v2/0?context=%7b%22Tid%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22Oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
Deadline Date for Written Questions:	December 15, 2025, 5:00pm
Deadline for Submittals & Date of Opening:	January 6, 2026, 2:00pm Microsoft Teams Meeting ID: 234 672 983 765 02 Passcode: uE6Ta2nB https://teams.microsoft.com/join/19%3ameeting_MGRIYzQzNzQtYjViYS00Y2UwLTk2MTEtZmY1ZDNIY2U0Yjkz%40thread.v2/0?context=%7b%22Tid%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22Oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d



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Evaluation Committee Meeting Phase I (Non-Mandatory):	January 13th, 2026 9:00am Microsoft Teams Meeting ID: 269 660 137 011 02 Passcode: 33Kp2MW7 https://teams.microsoft.com/join/19%3ameeting_MDBmZDhiMmEtYjJIMS00ZTYxLTg2YWEtZDBjOTE3NDcxNjgy%40thread.v2/0?context=%7b%22id%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
Evaluation Committee Phase II (Non-Mandatory):	January 20th, 2026 9:00am Microsoft Teams Meeting ID: 272 950 969 063 61 Passcode: yk7xp7UH https://teams.microsoft.com/join/19%3ameeting_ZDYxNjY2ZDItZGFkMS00ODY5LWlyNzctNTgzZjkyYWVjNWRI%40thread.v2/0?context=%7b%22id%22%3a%22f375165c-34cf-4c00-976b-64cde81346d6%22%2c%22oid%22%3a%22d6e7ec3a-0ee6-4303-b6b8-c597e558eea7%22%7d
Notification of Award (by the City Council):	February 11th, 2026

The above schedule may be amended as required. All scheduled meetings will be announced with sufficient time to allow the public full access to the scheduled meetings as per State of Florida in the Sunshine Law.

1.1.4. Pre-Submittal Conference
Conference Type: Mandatory

A Pre-Submittal Conference will be held on the date and time specified in the Procurement Schedule. During this meeting, the requirements of this Solicitation will be reviewed and discussed.

Prospective Respondents must attend. Those who do not attend will be ineligible to submit a Response. Any Response submitted by a non-attendee will be deemed non-responsive.



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Late arrivals will not be permitted to join the conference and therefore forfeits all opportunities to bid on this project. During this conference all work will be discussed. The Procurement Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFQ.

Any changes to this Solicitation discussed during the conference or site visit are not binding unless included in a written addendum issued by the City.

Any substantive questions regarding the Solicitation must be submitted in writing to the Procurement Division on or before the question deadline.

Respondents are responsible for reviewing all information related to this Solicitation, including information presented at the conference. By submitting a Proposal, the Proposer certifies that it is sufficiently familiar with the facilities, work requirements, and all conditions that may affect contract performance.

1.1.5. Cone of Silence Policy and Inquiries

This Solicitation is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this Solicitation must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference "**2025-26 Architectural & Engineering Services and Related Disciplines for Doral Central Park Parking Garage & Recreation Area**" in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via a written addendum.

1.1.6. Method and Deadline for Submittal

Responses must be submitted electronically through the OpenGov Procurement Portal <https://procurement.opengov.com/portal/cityofdoral/projects/216762> by the date and time stated above. The responsibility for submitting a Response before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Responses, no matter the cause. Any submittals received after the due date and time specified will not be considered.

Solicitations and addenda or notices in connection therewith may be downloaded OpenGov. To receive notifications of addenda or notices issued in connection with this RFQ, interested parties must register with OpenGov.

The City reserves the right to accept any response deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this Solicitation. Minor issues may be corrected at the City's discretion; however, material deficiencies, missing mandatory information, or failure to meet basic requirements may result in disqualification.

1.1.7. Method of Award

The City anticipates entering into contracts with firms deemed responsive and responsible and determined by the City to be the most advantageous. The City anticipates selecting a minimum of One (1) firms but reserves the right to select more firms if in the best interest of the City.

A contract will not exist and is not binding until Responses are reviewed and accepted by appointed staff, the best Response is identified, negotiations with the Respondent have been authorized by the appropriate level of



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authority within the City, a contract has been executed by the parties and approved by the appropriate level of authority within the City.

The City's selection committee will evaluate Responses and will select the Responses that meet the best interests of the City. The City is the sole judge of its own best interests, the Responses, and any resulting negotiated contract. The City's decisions will be final.

A resulting contract(s) will be awarded in accordance with Florida Statute 287.055 known as the Consultants Competitive Negotiation Act (CCNA).

1.1.8. Term of Contract

The City and the Awarded Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFQ through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

1.1.9. Identification of Subcontractors

Respondents shall list all proposed subcontractors in the appropriate portion of the Required Submission Forms attached in the Attachments section. Contractor shall be responsible for the coordination of the trades, Subcontractors, materials, and staff necessary to complete the Work.



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2. SCOPE OF SERVICES

2.1. Technical Specifications

2.1.1. Statement of Need/Objectives

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 a parking garage and adjacent two-level Recreation space at Doral Central Park to include supporting infrastructure and including all necessary utilities.

The project referenced as part of this RFQ principally consists of the design and engineering of a parking garage and adjacent two-level recreation area (approximately 24,000 sq. ft.) in an existing park located at 3005 NW 92nd Avenue, in the heart of Doral. Doral Central Park is the largest park in the City, it is one of the largest in the South Florida region, and is the recreation and special-events hub in the City of Doral.

Please refer to attachments 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 attachments are not to be used for permitting or estimating purposes.

The total estimated Construction Cost for this project is projected to be approximately \$33,750,000.00.

2.1.2. Scope of Services

The services required will include:

Parking Garage- Design elements of the parking garage shall include the following:

- Three (3) level garage providing for approximately 532 parking spaces
- Two (2) way traffic flow
- Two (2) entrance/exit points
- Dedicated trolley drop-off area



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- Standard parking spaces 9'-0" in width
- Precast concrete construction. Above-grade structure.
- Two elevators and three stairwells, enclosed with an exterior glass curtain wall and open to the interior.
- Open parking structure with natural ventilation
- Standard parking access and revenue control system (ex. Pay-by-Phone)
- Standard energy-efficient LED lighting throughout the structure.
- Roof-top pickleball courts with dedicated shaded spectator seating areas and lighting (9 courts)
- Office, Storage, and Restrooms to support roof-top pickleball courts area.
- Exterior façade to match surrounding park buildings

Recreation Area- Design elements of Recreation Area shall include but not limited to the following:

- Detached two-level building with each level approximately 12,000 square feet for a total building area of 24,000 square feet.
- First floor envisioned as recreation entertainment/concession space. Second level space envisioned for flexible event space with removable room divider and incorporating a kitchen area suitable for event cooking.



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- Utilities and infrastructure to support building functions (i.e. water, electrical, sewer, grease trap, elevators...etc.)

Proposers are encouraged to incorporate green building practices and sustainability principles into their design. Overall design shall also incorporate Crime Prevention through Environmental Design (CPTED) approach and strategies to reduce opportunities for crime and fear of crime.

3.1 PHASES OF PROFESSIONAL SERVICES

The Professional Services shall include disciplines of but are not limited to architectural building, environmental, civil, structural, utilities, landscape architecture, electrical, plumbing, fire protection and be broken down into the following phases of service:

- a. Design Phase - The selected firm/individual shall prepare and complete a final design based on the previously approved concept design found in Exhibit "C" within the timeframe outlined in Exhibit "B" upon issuance of a Notice to Proceed.
- b. Construction Plans Phase - The selected firm/individual will be responsible for preparing the Construction Documents. Please refer to Exhibit "B" for further details.
- c. Construction Bid Evaluation Phase - The selected firm/individual may be responsible for reviewing bidders' schedule of values and suggesting any value engineering for the project. Please refer to Exhibit "B" for further details.
- d. Construction Administration - The selected firm/individual may be responsible for the planning, coordination, and control of the project from beginning to completion.

Firm/individual awarded shall consider all the following disciplines, details and information on attachments.

Task Order 1: Schematic Design

- A. Architect shall analyze the City's approved conceptual design for the Doral Central Park Parking Garage and Recreation Area as attached in the RFQ.



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- B. Site Development Planning: Architect 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.).
- C. Site Plan Approval: Architect 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.
- D. Permit and Regulatory Review: Architect shall identify, evaluate, and coordinate all required state and local permit approvals applicable to the project which include but is not limited to environmental & land use, civil, building, public works, health & safety, and zoning. This includes review of any existing permits issued to the City of Doral and the potential modifications of those permits. Architect shall provide all necessary assistance to secure applicable permits.
- E. Utility Development Planning: Architect shall establish requirements and prepare initial designs for the on-site utilities, which may include electrical service and distribution, natural gas 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.
- F. Structural System Analysis: Architect shall identify and research applicable building construction typologies. Present to the City for selection.
- G. Parking and Circulation Analysis: Architect 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.
- H. Estimate of the Cost of the Work: Architect 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.
- I. Planning, Zoning, and Code Analysis: Architect 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



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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.

- J. Americans with Disabilities Act (ADA) Code Analysis: Architect 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.
- K. Meetings and Presentations: Architect shall attend meetings, public hearings, and citizen information meetings as directed by the City. Architect shall represent the City in presenting the proposed development to the governing agencies for approval. Architect shall prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.
- L. Architect 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.
- M. Architect shall review with the City alternative approaches to design and construction of the Project. The Architect shall review, with the City, site use and improvements and alternative approaches to selection of materials, building systems, and equipment. Architect 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.
- N. Architect 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.
- O. Architect shall schedule and conduct meetings to present, confirm, and finalize design elements with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
- P. Architect 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 shall distribute meeting minutes and record all decisions.
- Q. Upon completion of the Schematic Design phase, the Architect shall provide copies of the Schematic Design Documents to the City for review and written approval.

Deliverables:

Schematic Drawings shall include:



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- 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

- A. Architect shall provide Design Development Documents based on the approved Schematic Design Documents along with Exhibit “C” 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.



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- B. Architect shall provide program reconciliation on a space-by-space tabulated comparison. City shall confirm this program as FINAL in writing.
- C. Architect shall include a final completed code analysis for inclusion in the Project Manual.
- D. Architect 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 shall provide that critical interior spaces are drawn and elevated for review.
- E. Architect shall schedule and conduct meetings to present, confirm, and finalize material and finish selections with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
- F. Architect shall incorporate all sustainable design elements / products proposed for certification.
- G. Upon completion of the Design Development phase, the Architect shall provide copies of the Design Development documents to the City for review and written approval.
- H. Upon completion of the Design Development phase the Architect 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 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 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



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- 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, access control, 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: **75** calendar days



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Task Order 3: Construction Documents

- A. Architect 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.
- B. Architect 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.
- C. Architect shall schedule and conduct meetings to present, confirm, and finalize project details / selections with facility users / departments / administration. Architect shall distribute meeting minutes and record all decisions.
- D. Architect shall incorporate all sustainable design elements / products proposed for certification.
- E. Architect shall provide for coordination / documentation of City supplied Furniture, Fixtures, and Equipment including items to be relocated from existing facilities and new items.
- F. Architect shall provide Construction Document submission at 30%, 60%, and 90% for review by City and potential Construction Manager At-Risk (CMAR). Approval is to be obtained by City prior to proceeding to next submission phase.
- G. Architect 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: **105** calendar days

Task Order 4: Bidding and Permitting

4.1 Competitive Bidding (Additional if required)

- A. 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.



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- B. Architect shall review and approve the bid package uploaded in Demand Star bidding service.
- C. Architect shall consider requests for substitutions, permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- D. Architect shall participate in at the City's direction and conduct a pre-bid conference for prospective bidders.
- E. Architect 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.
- F. Architect shall assist the City in bid validation or proposal evaluation and determination of the successful bid or proposal

4.2 Permitting

Architect shall submit 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. Architect shall turn 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 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: **90** calendar days

**** Total # of calendar days for completion of Tasks 1-4 = 330 days from Notice to Proceed**

Task Order 5: Construction Administration

5.1 General Administration

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.
2. The Architect'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 may be entitled to a Change in Services when Contract Administration Services extend 90 days after the date of Substantial Completion of the Work.



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3. Architect shall be a representative of and shall advise and consult with the City during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the City only to the extent provided in the Agreement unless otherwise modified by written amendment.
4. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the City and the Architect with consent of the Contractor, which consent will not be unreasonably withheld.
5. Architect 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 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.
6. Architect shall on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
7. Interpretations and decisions of the Architect 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 shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either.
8. Architect 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'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

1. Architect, 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 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect 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.
2. Architect shall record the progress of the Project and provide written reports to the City on a bi-weekly 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



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percentages of completion, workers on site at time of visit, weather conditions, conditions of the site, and with whom deficiencies were communicated to.

3. Architect 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 shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect'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.
 4. Architect shall at all times have access to the Work wherever it is in preparation or progress.
 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 about matters arising out of or relating to the Contract Documents.
 6. Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect 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 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 to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 1.

5.3 Certification Of Payments To Contractor

1. Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect'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'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.
2. The issuance of a Certificate for Payment shall not be a representation that the Architect 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



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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.

3. Architect shall maintain a record of the Contractor's Applications for Payment.

5.4 Submittals

1. Architect 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 shall document each submittal with the appropriate status stamp and/or notations. The Architect'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'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's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods or techniques. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
2. Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
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 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. The Architect 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

1. Architect shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect 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 must inform the City of said minor changes in Work prior to the changes being made. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.



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2. Architect 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 to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the City that the requested change be denied.
3. If the Architect 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 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 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. With the City's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the Contractor.
4. Architect shall maintain records relative to changes in the Work.

Deliverables: As required by aforementioned Scope of Work

Task 5 Schedule: **540** calendar days from construction phase commencement

Task Order 6 – Project Closeout

6.1 Project Completion

1. Architect 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.
2. Architect shall coordinate with contractor for all systems training sessions and O & M manuals with the user's facility maintenance staff and departments.
3. The Architect'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.



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4. When the Work is found to be substantially complete, the Architect 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.
5. Architect 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.

2.

6.2 Post Occupancy

1. Architect shall meet with the City or the City's Designated Representative promptly after Substantial Completion to review the need for facility operation services.
2. Upon request of the City and/or prior to the expiration of one year from the date of Substantial Completion, the Architect 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.

2.

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)

2.1.3. Qualifications and Experience

All proposers must meet, but not be limited to, the following minimum qualifications:

Each firm/individual must satisfy the minimum requirements specified herein to be considered for this solicitation. Firms/individuals that do not meet the minimum requirements as determined by the City (in its sole discretion) will be disqualified. All decisions made by the City are final.

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

- A. Prime Consultant must have previous experience completing a minimum of three (3) parking garage and recreation area designs for a governmental agency (City/County/State/Federal) during the past ten (10) years.



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- B. Prime Consultant must demonstrate that they have sufficient personnel and financial resources to handle the proposed project workload in a timely and cost-effective manner.
- C. Firms/individuals must demonstrate that it possesses the appropriate architectural or engineering licenses, registrations and certifications to perform the Services in the state of Florida.

The proposer must show proof of having met these minimum requirements on the “Bidder Qualification Statement” . THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

Failure to meet the above-stated mandatory minimum qualifications will result in the Respondent’s submittal being disqualified as non-responsive. The City may consider a Response responsive where a Respondent has less than the stipulated minimum number of years of experience, solely where the Respondent has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Respondent was a subsidiary of a larger firm and the Respondent’s firm has been merged into the larger firm. Respondents must include documentation substantiating the above-stated minimum requirements as part of their Response for the City to consider crediting the years of experience from the Respondent under its previous name, if applicable.

Respondents must show proof of meeting these minimum qualifications and should do so by the completion of the forms included in Attachments. Respondents must submit at least three (3) references for comparable projects that the firm has successfully completed. For each reference, include the project location, contract dates, and the contact details of the project owners (names, physical addresses, email addresses, and telephone numbers).

2.1.4. A/E Technical Certification Requirements

To satisfy technical certification requirements for the requested services, valid technical certification in all of the required area(s) of work must be held by a member of a firm responding as a sole respondent, or as part of a team of firms. Teams of firms must designate one of its members as the “prime consultant”. **The Prime Consultant will be held responsible for the coordination of all the work.** Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, Firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, shall cause the proposal to be deemed non-compliant.

2.1.5. Licensing

Successful Proposer must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Proposers must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the Proposer’s license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

3. RESPONSE REQUIREMENTS

3.1. Transmittal Letter



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Respondents should prepare their proposals using the following format. In preparing proposals, Respondents should assume that the City has no previous knowledge of their products, services, or capabilities. Emphasis should be placed on clear, complete presentation of factual information.

Additionally, Respondents may not refer to information in previous proposals or bids submitted to the City.

This letter should include a signature of an authorized agent of the firm, their title/authority, and summarize in a brief and concise manner the following:

- A. Respondent's understanding of the Scope of Work and express a positive commitment to the timely performance of the work.
- B. Name all persons or entities interested in the proposal as principals.
- C. Declare that the response is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.
- D. All the persons authorized to make representations for the Respondent, including their titles, addresses, and telephone numbers.
- E. Include a statement that if selected, the Respondent agrees to negotiation in good faith.

3.2. Table of Contents

Provide a clear identification of the material by section and/or by page number.

3.3. Firm Background

- A. Details on the qualifications of the applicant/firm, including documentation of the applicant(s) previous experience with similar work related to parking garage and Recreation space design services to a governmental agency (city/county/state/federal) during the past ten (10) years. Include firm's size, structure, location of management and charter authorization and, architectural or engineer licenses to do business in the State of Florida. Also, include the firm's national, statewide and local service capabilities. Individual applicants must demonstrate clear capability of experience, schedule capability and references.
- B. Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
- C. Describe any other business affiliations (e.g., subsidiaries, joint ventures, arrangements).
- D. Identify the types of accounts (design specialty) primarily serviced by your firm.
- E. Provide any information on the firm if it has ever been sanctioned, fined or any other legal or license related action has been taken upon it.

Note -

Confidential and Proprietary Information: Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under



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Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

F. List all memberships in trade associations and member involvement.

G. Provide location of the firm's offices within South Florida (Miami-Dade, Broward, Palm- Beach County).

3.4. Staffing & Personnel

Respondents must provide documentation demonstrating both the firm's overall qualifications and the qualifications of key individuals assigned to this project.

3.4.1. Organizational chart

Provide a summary organizational chart showing your team. Identify the primary contact/project manager and describe the roles of each key person.

3.4.2. Key Personnel

Provide a spreadsheet showing all key professional who will be directly responsible for services to the City. Include the following information; title, number of years at your firm, total number of years of experience with public entities, professional designations or licenses and peer review evaluations.

3.4.3. Resumes

Qualifications and experience of the individual(s) who will provide the services shall be shown on Resumes. Each resume shall be no more than one page. Members of the selection committee shall be instructed to disregard any information provided on additional pages.

3.5. Experience

- A. Provide details on the qualifications of the applicant's key individual(s) including the project manager who will perform the work; include education, experience and specialized knowledge and expertise in municipal design services and permitting to a governmental agency (city/county/state/federal) and experience in similar work related to parking garage and recreation area services.
- B. Describe your firm's and project manager's relevant experience within Miami-Dade County.
- C. Provide five (5) client references (public references preferred) including client name, contact personnel, address, phone number, length of time you have provided services and list of any other related services provided. City of Doral employees cannot be used as references.
- D. Provide at least five (5) examples of your firm's relevant experience in parking garage and recreation area design and engineering as contemplated herein. Include facility name, address, agency, construction budget, firm's duties under this project, firm's compensation for this project, and completion date.



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- E. Provide proof of initial cost estimates of all parking garage and recreation area projects the firm has designed in the last five(5) years and the final actual cost of all projects.
- F. Provide and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during the past five (5) years.
- G. Firms/individuals must have previous experience completing a minimum of three (3) parking garage and recreation area designs for a governmental agency (City/County/State/Federal) during the past ten (10) years.
- H. Provide your firm's and project manager's past experience with construction management at risk (CMAR), completing work within estimated budget and specified time, and identifying risk components.

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3.6. Approach and Discipline

- A. Describe your firm's approach/methodology for this project.
- B. Describe the type of deliverables you propose to present, and how the firm will communicate effectively with the City.
- C. What are the primary strategies employed by your firm for adding value?
- D. Briefly describe any additional feature, attributes or conditions, which the City should consider in selecting your firm.
- E. Describe firm approach to quality control/quality assurance and constructability of overall design.
- F. Describe your firm's experience and approach in developing Opinions of Probable Cost (OPC) from planning level drawings to the OPC associated with final construction drawings.

3.7. Cost and Pricing

Do not include cost or pricing elements in your proposal. Firms are evaluated and selected based on their qualifications per Florida Statute 287.055. Cost and pricing are not considered during the evaluation process. Cost and Pricing will be requested during the negotiation process as detailed in 287.055(5) – Competitive Negotiation.

4. EVALUATION CRITERIA AND METHODOLOGY

4.1. Evaluation Process Overview

4.1.1. Preliminary Review

Procurement staff will review all Responses to confirm compliance with the submission requirements for this Solicitation. Non-compliant Responses may be deemed non-responsive and excluded from further consideration.



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4.1.2. Phase I – Committee Evaluation

An Evaluation Committee (“Committee”), appointed by the City Manager or designee, will evaluate each responsive Response in accordance with the requirements of this RFQ. The Committee may request additional information for clarification, if necessary, to conduct the evaluation. Additional information may be requested via written submissions or by oral presentation to the Committee. The Committee will rank all responsive firms and select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the services.

4.1.3. Phase II – Oral Presentations/Interviews

The Committee may require clarifications through the use of discussions, interviews, telephone or secure online conferences, or oral presentations. The clarifications and information allow each Respondent to provide the Committee additional insight regarding their proposal and the qualifications of the Respondent. After the clarifications are provided, the Committee may adjust its rankings. Each Committee member will evaluate and assign points to each proposal according to the Scoring Criteria specified for each category. The points will be combined to determine the top-ranked Response.

Procurement staff will compile the Committee’s final scores/rankings and forward them to the City Manager.

4.1.4. Negotiations

In accordance with Florida Statute 287.055(5) - Competitive Negotiation. Upon the City's determination of intent to award, generally, the City will enter into negotiations with the top-ranked firm. Should an agreement not be reached, the City will terminate negotiations and enter into negotiations with the second-ranked firm. Should an agreement not be reached with the second-ranked firm, the City will terminate negotiations and enter into negotiations with the third-ranked firm.

4.1.5. City Manager Review

The City Manager will review the Committee’s scores and rankings along with the administrative review by Procurement staff. In the City’s best interest, the City Manager may:

- Recommend award to City Council.
- Reject the Committee’s scoring in whole or in part.
- Direct the Committee to re-evaluate.
- Reject all Responses.

4.1.6. Final Award

The City reserves the right to require a Respondent to submit such evidence of its qualifications as it may deem necessary before awarding the Contract and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City.

The final award is subject to City Council approval. The City is the sole judge of its best interests and reserves the right to reject all Responses at its sole discretion. The City’s decision will be final.

4.2. Scoring Criteria & Available Points

Responses will be evaluated by the Committee according to the following criteria:



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Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Firm Qualifications & Past Performance Respondent's qualifications, experience, and past performance related to provide the type of services required in the solicitation.	0-100 Points	40 (40% of Total)
2.	Key Personnel Relevant experience and qualifications of the Respondent's key personnel that will be assigned to this project.	0-100 Points	25 (25% of Total)
3.	Project Understanding & Technical Approach Understanding and Responsiveness to Scope of Services.	0-100 Points	25 (25% of Total)
4.	References References confirming satisfactorily completed projects of a similar nature.	0-100 Points	10 (10% of Total)

Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Recently completed projects Identify recently completed projects (last 5 years) with similar scope of work as identified on this RFQ (parking garage and Recreation area)	0-100 Points	25 (25% of Total)
2.	Evaluation of drawings Utilizing the concept drawings provided on Exhibits C and D, the shortlisted firm will evaluate the following: Traffic circulation, vehicular parking space, and pedestrian circulation, and identify design approach and recommendations	0-100 Points	25 (25% of Total)
3.	Evaluation of programming Evaluate the programming of the parking garage and Recreation area and identify design approach and recommendations.	0-100 Points	25 (25% of Total)



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4.	Workload distribution Identify how your team will distribute the workload and design approach to achieve the deliverables outlined in RFQ.	0-100 Points	25 (25% of Total)
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5. Insurance Requirements

5.1. Policies and coverage limits

Successful Proposer(s) shall maintain during the term of the Agreement, at their sole cost and expense, the following insurance policies and coverage limits:

1. Commercial General Liability (CGL)

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate
- \$1,000,000 personal and advertising injury

Additional Requirements:

- City must be listed as Additional Insured on a Primary and Non-Contributory basis
- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

2. Professional Liability (Errors & Omissions)

- \$5,000,000 for non-structural disciplines
- \$10,000,000 for structural, traffic, or heavy construction (e.g., bridges, retaining walls, traffic signaling)
- \$1,000,000 for Errors & Omissions, acceptable if included in the GL via endorsement or sublimit

Additional Requirements:

- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required
- Coverage must be project-specific
- Policy must include a Bodily Injury/Property Damage carve-back to restore coverage for BI/PD arising from professional services (e.g., design errors causing structural failure)
- Additional Insured status is not required for Professional Liability

3. Automobile Liability



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- \$1,000,000 Combined Single Limit (CSL)
 - Must include Hired and Non-Owned Vehicles

Additional Requirements:

- Required only if the vendor or its personnel will be on City property or job sites
- City must be listed as Additional Insured on a Primary and Non-Contributory basis
- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

4. Workers' Compensation and Employer's Liability

- Statutory Workers' Compensation coverage is required for all contractors with employees
- Employer's Liability Limits:
 - \$1,000,000 per occupational accident
 - \$1,000,000 per occupational disease
 - \$1,000,000 policy aggregate

Additional Requirements:

- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

Clarification: Structural Design/Traffic/Roadway Design limits should not be listed under Workers' Compensation. These exposures are professional in nature and should be addressed under Professional Liability.

For Staffing Firms or Leased Employees:

- If the vendor or any subcontractor uses a leasing company, temporary staffing agency, or similar arrangement, they must:
 - Provide a certificate of insurance meeting the above Workers' Compensation requirements prior to commencement of work
 - Ensure the certificate covers all staff assigned to the project, without limiting language (e.g., "only those listed, billed, or assigned")

5. Environmental Consultants

For vendors performing Phase III Environmental Site Assessments (ESA) or remediation services:



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- Pollution Liability: \$5,000,000
- Professional Liability: \$5,000,000
 - Both limits must be project-specific

Additional Requirements:

- Proof of General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Proof of Auto Liability: \$1,000,000 CSL
- 30-day notice of cancellation required on all applicable policies
- Umbrella or Excess Liability may be used to meet the underlying minimum insurance requirements;
 - Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements
 - City must be listed as Additional Insured on a Primary and Non-Contributory basis
 - Waiver of Subrogation in favor of the City
 - 30-day notice of cancellation required
- Performance/Maintenance/Bid Bonds will likely be required for larger scope jobs.

Please Note: The Certificate(s) shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, in advance of any work to be completed.

In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At the time of award, the Successful Proposer(s) must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.



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6. GENERAL DEFINITIONS AND SOLICITATION TERMS AND CONDITIONS

6.1. General Definitions

- A. "Authorized Representative" means the Department contact for interaction regarding contract administration.
- B. "City" means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.
- C. "Contract" means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.
- D. "Department(s)" means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.
- E. "Procurement Division" means the office responsible for handling procurement-related matters within the City.
- F. "Respondent(s)": means any person, individual, or entity submitting a response to this solicitation. The terms "Proposer" and "Bidder" are each interchangeable with "Respondent" and with each other and will be used as appropriate in the given context.
- G. "Response(s)" means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation will not include any verbal interactions with the City apart from submission of a formal written submittal. The terms "Proposal" and "Bid" are each interchangeable with "Response" and with each other will be used as appropriate in the given context.
- H. "Solicitation" means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms "Invitation to Bid", "Request for Qualifications", "Request for Proposals", and the like are each interchangeable with "Solicitation" and will be used as appropriate in the given context.
- I. "Successful Respondent(s)" means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City's best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms "Successful Proposer", "Successful Bidder", "Consultant", "Provider", or "Contractor" are each interchangeable with "Successful Respondent" and will be used as appropriate in the given context.
- J. "We/Us/Our" means the City of Doral, Florida, a Florida municipal corporation. These terms may be used as pronouns for various subsets of the City organization as content will indicate.
- K. "Work" means the actual task (i.e., goods and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.



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- L. You/Your means person(s) or entity(ies) submitting a proposal in response to this RFQ, inclusive of corresponding subsidiaries, affiliate offices, employees, volunteers, representatives, agents, or subcontractors.

6.2. General Terms and Conditions

6.2.1. Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

6.2.2. Assignment or Transfer

The Successful Respondent will not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, if the majority ownership or control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, the Successful Respondent will promptly notify City in writing of such change at least thirty (30) days prior to such change, and the City will have the right to terminate the contract, at City's sole discretion.

6.2.3. Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will be responsible for its own attorney fees.

6.2.4. Audit Rights and Records Retention

Upon award recommendation or thirty (30) days after the opening of the RFQ responses, whichever is earlier, any material submitted in response to the RFQ will become a "Public Record" and is subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected and must state the reasons why exclusions from public disclosure are necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent must maintain and retain any and all of the aforementioned records after the expiration or termination of the contract, as provided by Chapter 119, Florida Statutes.



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6.2.5. Basis of Award

Any contract awarded will be based on the Response offering the best combination of qualifications, experience, and value, as outlined in this solicitation and the evaluation criteria, and in the best interest of the City as determined at the City's sole discretion.

6.2.6. Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to provide the goods or perform the services required by the City under the Contract are a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract. If the Successful Respondent does not recoup its capital expenditures during the Contract period, it will not have any claim upon the City.

6.2.7. City Property

Property owned by the City is the responsibility of the City. City Property which may be furnished for repair, modification, study, etc., will remain the property of the City. The Successful Respondent will be liable for all damages to City-owned property occurring while in the Successful Respondent's possession.

6.2.8. Clarifications and Addenda

Questions regarding this Solicitation will be directed in writing by email to the Procurement Division at the email address specified in this Solicitation. Answers will cite the question but not identify the questioner and be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via Opengov. No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum will be the only official method by which such a clarification is made. Only questions answered by written addenda will be binding.

The Procurement Division may publish Addenda, which change, add to, or clarify the terms, provisions, or requirements of the solicitation or revise the opening date. It is the Respondents' responsibility to ensure they have reviewed all information, including answers to questions, and considered all information in preparation of their response to the Solicitation.

The City reserves the right to request clarification regarding information submitted by any Respondent after the deadline for receipt of Responses.

6.2.9. Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties will mean employees, officers, or the principals thereof who have a direct or indirect ownership interest in another firm, or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, will be rejected. The City reserves the right to disqualify any Respondent during any phase of the Solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent or Contractor.



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6.2.10. Sunshine Law

As a municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law (Florida Statute Chapter 119). By submitting a Response, the Respondent acknowledges that the materials submitted with the Response and the results of the City evaluations are open to public inspection upon proper request. The Respondent should take special note of this as it relates to proprietary information that might be included in its Response.

6.2.11. Compliance With Applicable Laws

Successful Respondent(s) will comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract including but not limited to:

- Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay, or other compensation methods, and training.)
- Occupational, Safety and Health Act (OSHA)
- The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes
- Environment Protection Agency (EPA)
- Uniform Commercial Code (Florida Statutes, Chapter 672)
- Americans with Disabilities Act of 1990, as amended
- National Institute of Occupational Safety Hazards (NIOSH)
- National Forest Products Association (NFPA)
- State of Florida Department of Transportation - Rule 14-902, Florida Admin. Code
- U.S. Department of Transportation
- City of Doral, City Ordinance No. 2004-03
- Cone of Silence, Miami-Dade County Code of Ordinances
- The State of Florida Statutes Section 218.73 and 21874 on Prompt Payment

The Respondent's lack of knowledge will in no way be a cause for relief. Respondents must be legally authorized to transact business in the State of Florida. All references to Florida Statutes, City of Doral, and Miami-Dade County Charter and Codes, as well as other laws/regulations, will be interpreted to include "as amended from time to time."

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observe that the Response or subsequent Contract is at variance with applicable laws, the Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) perform knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising therefrom.



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6.2.12. Governmental Restrictions

If any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it will be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alteration diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

6.2.13. Compliance with Occupational Health and Safety Act (OSHA) Standards

To the extent applicable, Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if they are the Successful Respondent, and the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements will be borne solely by the Successful Respondent. Upon request, Contractor will provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent will be solely and completely responsible for the conditions of the job site, including the safety of all persons (including employees) and property during work performance. This requirement will apply continuously and not be limited to normal working hours. Safety provisions will conform to the U.S. Department of Labor OSHA, Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement will be followed.

The City reserves the right to make safety inspections at any time the Successful Respondent is within the City limits to ensure safety rules are not being violated.

6.2.14. Cone Of Silence

This Solicitation will be subject to the "Cone of Silence" which means a prohibition on any communication regarding a Solicitation between potential Respondents or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and their staff, and any member of the City's selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence will be imposed upon this Solicitation after the advertisement thereof and will terminate upon the issuance of the City Manager's recommendation to award. However, if the City Council refers the City Manager's recommendation back to the City Manager or committee for further review, the Cone of Silence will be re-imposed until such time as a recommendation is issued by the City Manager after such additional review.

The Cone of Silence prohibits the following activities:

- Any communication regarding this RFQ between the potential Respondent, vendor, service provider, lobbyist or consultant and the City's professional staff.
- Any communication regarding this RFQ between the Mayor, Council members, and any member of the Mayor and Council's professional staff.
- Any communication regarding this RFQ between a potential Respondent, vendor, service provider, lobbyist or consultant and any member of the selection committee.



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- Any communication regarding this RFQ between the Mayor, Council members, and any member of the selection committee.
- Any communication regarding this RFQ between any member of the city's professional staff and any member of the selection committee.
- Any communication regarding this RFQ between a potential Respondent, vendor, service provider, lobbyist or consultant and the Mayor or Council.

The Cone of Silence will not apply to:

- Oral communications at the pre-response conference.
- Oral presentations before evaluation committees.
- Public presentations made to the City Council during any duly noticed public meeting.
- Written communications regarding a particular Solicitation between a potential Respondent and the City's Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation.
- Communication with the City Attorney and their staff.
- Duly noticed site visits to determine the competence of Respondents regarding a particular solicitation during the period between the opening of Responses and the time the City Manager makes his or her written recommendation.
- Any emergency procurement of goods or services pursuant to City Code.
- Responses to the City's request for clarification or additional information.
- Contract negotiations during any duly noticed public meeting.
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential Respondent, vendor, service provider, lobbyist or consultant and any member of the City's professional staff including, but not limited to, the City Manager and their staff are in writing or made at a duly noticed public meeting.

Violation of the Cone of Silence by a Respondent will result in disqualification of the Respondent. Questions regarding should be directed to the City Attorney.

6.2.15. Conflict of Interest

By way of its Response, Respondent recognizes and certifies that no elected official, board member, or employee of the City will have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of



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them, alone or in combination, may have a Material Interest in the Respondent. "Material Interest" for purposes of this subsection will mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

6.2.16. Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent and the City department responsible for the administration of the Contract will make a good-faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Attorney will resolve the dispute and send a written copy of its decision to the Successful Respondent, which will be binding on both parties. The City reserves the right not to award or to reject Responses from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.

6.2.17. Equal Employment Opportunity

The Respondent will comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States will on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

6.2.18. Examination Prior to Submission

Respondents must thoroughly examine each section of the RFQ. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division. Interpretations or clarifications in response to questions will be issued in the form of an addendum and posted to Opengov. No person is authorized to provide oral interpretations of, or make oral changes to the RFQ. The Issuance of a written Addendum is the only official method whereby such interpretations or clarifications is made.

6.2.19. Exceptions

Exceptions to the specifications shall be listed on the Proposal Form in the Response, and the section shall be referenced, and details of the exception shall be provided. Any exceptions to the material provisions of this Solicitation, as determined by the City in its sole discretion, may cause the proposal to be considered non-responsive.

6.2.20. Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City may, as a further sanction, terminate or



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cancel any other Contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation.

6.2.21. Governing Law and Venue

The validity and effect of the Contract will be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract will take place in Miami-Dade County, Florida.

6.2.22. Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as "Tie Responses"), received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes. The City will follow established procedures for processing Tie Responses if none of the tied Respondents have a drug-free workplace program.

6.2.23. Incurred Expenses/Cost of Preparation

The City will not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including, without limitation, the cost incurred during any presentation or negotiations related to potential award.

6.2.24. Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.



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The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving, or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities under the Contract.

The Successful Respondent agrees and recognizes that the City shall not be held liable for claims liabilities damages, losses or costs arising directly from Acts of God or Force Majeure events, which shall include floods, hurricanes, tornadoes, earthquakes, lightning, fires epidemics, pandemics, quarantine restrictions, usually severe weather conditions, acts of public enemies, war, blockade, riots, civil disturbances, freight embargoes, or other similar events beyond the reasonable control of the City.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting their Response or providing the goods or services requested by this Solicitation. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

6.2.25. Insurance Requirements

The Successful Respondent will maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract, the insurance policies and coverages set forth in the ATTACHMENTS. Prior to execution of the contract, and any time thereafter that the City may request, the Successful Respondent must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

The Certificate must contain a provision that coverage afforded under the policy will not be cancelled, or materially changed, until at least thirty (30) days' prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of the Contract, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract or extension hereunder is in effect.

6.2.26. Licensing

Successful Respondent must provide a copy of its occupational/business license and State of Florida business registration prior to award. Florida state registration can be downloaded and printed via www.sunbiz.org.

Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of the



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Response submittal or termination of the Contract after award. Pursuant to section 607.1503(1), Florida Statutes, out-of-state corporations must obtain a Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

6.2.27. No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any other similar relationship between the parties.

6.2.28. Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses will include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent will be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

6.2.29. Protests

Protests of Solicitations and awards must be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the filing requirements will NOT be accepted. Failure of a party to file in a timely manner will constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE.

Any actual or prospective Respondent who perceives itself aggrieved in connection with this solicitation may file a written protest with the City clerk within five (5) business days prior to the date set for receipt of Responses. Any actual or prospective Respondent who perceives itself aggrieved in connection with the recommended award of a contract may file a protest with the city clerk. The protest must be filed within three (3) business days after such aggrieved person knows or should have known of the facts giving rise thereto.

The Chief Procurement Officer, in consultation with the City Attorney, will issue a written decision within ten (10) days after receipt of the protest. The decision will be sent to the City Manager with a copy to the protesting party. The City Manager may then either resolve the protest or reject all proposals. The decision shall be sent to the City Council. Any aggrieved person may appeal the City Manager's decision within five (5) days of issuance of a written decision. Upon appeal of the City Manager's decision will be submitted to the City Council for approval or disapproval.

Upon receipt of a written protest filled in accordance with City Code Section 2-338, the City will not proceed further with the solicitation or award until the protest is resolved unless a written determination is made citing the solicitation or award must continue without delay to protect substantial interests of the City.

Within three (3) days of filing a protest, the protestor must submit a filing fee in the form of a money order or cashier's check payable to the City for an amount equal to one percent of the of the proposed cost or \$1,000.00, whichever is less. If the protest is denied, the filing fee will be forfeited. Failure to submit the filing fee on a timely basis will result in forfeiture of the protestors right to protest.

6.2.30. Public Entity Crimes

Under Section 287.133, Florida Statutes, a person or vendor (Respondent) is placed on the State of Florida's convicted vendor list following a conviction for a public entity crime:



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- May not submit a Response to provide goods or services to any public entity.
- May not submit a Response for the construction or repair of any public building or public works project.
- May not submit a Response for the lease of real property to a public entity.
- May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for any public entity.
- May not conduct business with any public entity in an amount exceeding the Category Two threshold in Section 287.017, Florida Statutes.

These restrictions apply for 36 months from the date the person or vendor was placed on the convicted vendor list.

6.2.31. Public Records

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ will become a “Public Record” and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

6.2.32. Quantities

The City does not guarantee or warrant as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for pricing purposes only and may be used for tabulation. The City reserves the right to reasonably increase or decrease quantities as required.

6.2.33. Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. The City is not required to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s). However, the contents of the submitted Response, along with any supporting documents, may be incorporated into the final contract between the Proposer and the City. Furthermore, the City reserves the right to award without further discussion.

6.2.34. Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor (Respondent) must submit the certification that is attached to this Contract. Submitting a false certification will be deemed a material breach of contract. The City will have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

6.2.35. Severability

If any provision of the Contract or the application thereof to any person or situation will to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or



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situations other than those as to which it will have been held invalid or unenforceable will not be affected thereby, and will continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.2.36. Subcontractors

Neither party to the contract will assign the contract or subcontract any portion of the services, in whole or in part, without consent of the other, nor will the Successful Respondent assign any monies due or to become due, without prior written approval from the City Manager.

Prior to the commencement of any work pursuant to the Contract, the Contractor will furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work. The City will notify the Contractor, in writing, of any proposed person or entity to which the City has an objection. Any subcontractors must have the City Manager's prior written approval and be properly licensed and insured in the same amounts as the Successful Respondent.

The contractor is responsible for all payments to any subcontractors and maintain responsibility for all work related to the awarded contract.

6.2.37. Submission of Responses & Evaluations

- **Interviews:** The City reserves the right to conduct personal interviews or require presentations prior to award. The City will not be liable for any costs whatsoever incurred by the Respondent in connection with such interviews/presentations, including, but not limited to travel and accommodations.
- **Request for Modifications:** The City reserves the right to request modifications to the Response in order to better align with the City's requirements.
- **Acknowledgment by Respondent:** By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.
- **Bid Acknowledgement:** By submitting a Response, the Respondent certifies that its has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of the work to be performed.
- **Acceptance/Rejection/Modification:** The City reserves the right to negotiate modifications to Responses that it deems acceptable, reject any responses, and waive minor irregularities in the responses.
- **Responses Binding:** All Responses submitted in connection with this Solicitation will constitute binding offers to the City for three hundred sixty-five (365) calendar days after opening.
- **Alternate Responses:** Alternate Responses will not be considered or accepted by the City.
- **Proprietary Responses:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents are



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advised that the solicitation and the corresponding Responses are in the public domain and subject to disclosure. Further, the Respondents are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFQ shall become the property of the City and will not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

6.2.38. Taxes

The prices proposed pursuant to the Contract will include the cost of all applicable sales, consumer, use, and other taxes for which the Respondent is liable.

6.2.39. Time is of the Essence

A Successful Respondent understands and agrees that time is of the essence in the completion of each deliverable within the timeframes set forth in the Work Order to be provided in connection with the Solicitation and subsequent Contract, unless extended by the City Manager or designee. The completion time as specified in the Successful Respondent's Response must be met and all work must be executed regularly, diligently, and uninterrupted at such a rate of progress as will endure full completion thereof within the time specified. The Successful Respondent also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by City if the Work is not completed on time.

6.2.40. Termination For Convenience

The City Manager may terminate the Contract, that may result from this RFQ in whole or in part, upon thirty (30) days' prior written notice to the Successful Respondent when the City Manager determines it is in the best interest of the City. If the Contract is terminated for the convenience of the City, will be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

6.2.41. Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent will be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

6.2.42. Waiver of Jury Trial

The City and the Successful Respondent knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.

6.2.43. Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct their Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response, as modified by such



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writing, will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

6.2.44. Cancellation

In the event any of the provisions of this RFQ are violated by the Successful Respondent, the City Manager will provide written notice to the Successful Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract. The Successful Respondent may cancel the contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by the Successful Respondent, reparations must be paid to the City in the amount of 50% of the contract amount.

6.2.45. Contract Changes

The City reserves the right to delete, add, or revise items and services under this solicitation at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items added or revised must be mutually agreed upon in writing by the Successful Respondent and the City Manager or designee.

6.2.46. Payment/Invoices

Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of a correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. The invoice must reflect sufficient details to demonstrate compliance with the terms and conditions of the contract. After services have been performed, the user department will evaluate the services provided in accordance with the specifications. Failure in the awarded Proposer's responsibility as outlined may result in either one or any of the following, as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation as deemed acceptable by the City due to non-performance.

For the purpose of developing the values to be paid on a monthly basis, Contractor shall submit a Schedule of Values to be reviewed and approved by the City at least thirty (30) days before the first progress payment request. This Schedule of Values shall constitute the values of each unit within each category that will be paid for the Work.

The Contractor agrees that five percent (5%) of the amount due for Work as set forth in each Application for Payment shall be retained by City for each Progress Payment until Final Payment.

Each application for partial payment shall include partial lien/bond releases from all subcontractors and suppliers and a sworn statement by Contractor those partial payments received from City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and suppliers, stated in prior applications for payment. If payment has been withheld from a subcontractor and/or supplier, the sworn statement shall state the reasons for the nonpayment. All partial payment requests shall be accompanied by consents of surety for each subcontractor and supplier.



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

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

Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Service within the timeframes set forth in the Work Order, unless extended by the City Manager or his designee.

The Final Application for Payment by Contract shall not be made until the Contractor delivers to the City complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the City, and an affidavit that so far as the Contractor has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The Contractor may, if any Subcontractor, materialmen, supplier, or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, City shall pay the remainder of the Contract Price and any retainage as recommended by the City's Representative.

6.2.47. F.O.B. Point

Services provided under the contract will be F.O.B. destination. All costs for transporting equipment, materials, and labor will be borne by the Successful Respondent.

6.2.48. Hiring Preference

The Successful Respondent will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvement Contracts.

6.2.49. Limitation of Use of Official Seal

Ordinance No. 2019-09, § 2, 5-8-2019 - It is unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

7. VENDOR RESPONSE

7.1. Vendor Questionnaire

1. Transmittal Letter*

This letter should include a signature of an authorized agent of the firm, their title/authority, and summarize in a brief and concise manner the following:

- A. Respondent's understanding of the Scope of Work and express a positive commitment to the timely performance of the work.



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- B. Name all persons or entities interested in the proposal as principals.
- C. Declare that the response is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.
- D. All the persons authorized to make representations for the Respondent, including their titles, addresses, and telephone numbers.
- E. Include a statement that if selected, the Respondent agrees to negotiation in good faith.

*Response required

2. Proposal submission packet*

Proposers must upload their complete proposal response in this section of the solicitation. Please include a copy of any licenses or certifications relevant to the scope of work as part of your submission.

*Response required

3. Firm Background*

Background, qualifications and experience of the firm. The submission should include:

- A. Details on the qualifications of the applicant/firm, including documentation of the applicant(s) previous experience with similar work related to parking garage and Recreation space design services to a governmental agency (city/county/state/federal) during the past ten (10) years. Include firm's size, structure, location of management and charter authorization and, architectural or engineer licenses to do business in the State of Florida. Also, include the firm's national, statewide and local service capabilities. Individual applicants must demonstrate clear capability of experience, schedule capability and references.
- B. Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
- C. Describe any other business affiliations (e.g., subsidiaries, joint ventures, arrangements).
- D. Identify the types of accounts (design specialty) primarily serviced by your firm.
- E. Provide any information on the firm if it has ever been sanctioned, fined or any other legal or license related action has been taken upon it. **Note - Confidential and Proprietary Information:** Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.



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- F. List all memberships in trade associations and member involvement.
- G. Provide location of the firm's offices within South Florida (Miami-Dade, Broward, Palm- Beach County).

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*Response required

4. Key Personnel*

- 1. Provide a summary organizational chart showing your team. Identify the primary contact/project manager and describe the roles of each key person.
- 2. Provide a spreadsheet showing all key professional who will be directly responsible for services to the City. Include the following information; title, number of years at your firm, total number of years of experience with public entities, professional designations or licenses and peer review evaluations.
- 3. Provide details on the qualifications of the applicant's key individual(s) including the project manager who will perform the work; include education, experience and specialized knowledge and expertise in municipal design services and permitting to a governmental agency (city/county/state/federal) and experience in similar work related to parking garage and recreation area services.
- 4. Describe your firm's and project manager's relevant experience within Miami-Dade County.

*Response required

5. Relevant Experience*

- A. Provide at least five (5) examples of your firm's relevant experience in parking garage and recreation area design and engineering as contemplated herein. Include facility name, address, agency, construction budget, firm's duties under this project, firm's compensation for this project, and completion date.
- B. Provide proof of initial cost estimates of all parking garage and recreation area projects the firm has designed in the last five(5) years and the final actual cost of all projects.
- C. Provide and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during the past five (5) years.
- D. Provide your firm's and project manager's past experience with construction management at risk (CMAR), completing work within estimated budget and specified time, and identifying risk components.

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*Response required

6. Bidder Qualification Statement*

Please download the below documents, complete, and upload.

- [BIDDER QUALIFICATION STATEM...](#)

*Response required

7. Approach and Discipline*

- Describe your firm's approach/methodology for this project.
- Describe the type of deliverables you propose to present, and how the firm will communicate effectively with the City.
- What are the primary strategies employed by your firm for adding value?
- Briefly describe any additional feature, attributes or conditions, which the City should consider in selecting your firm.
- Describe firm approach to quality control/quality assurance and constructability of overall design.
- Describe your firm's experience and approach in developing Opinions of Probable Cost (OPC) from planning level drawings to the OPC associated with final construction drawings.

*Response required

8. Resumes*

Provide resumes of the individuals who will be assigned to the Project. Resumes should provide qualifications and experience of the individual and be no longer than two (2) pages. Members of the selection committee will be instructed to disregard any information provided on additional pages.

*Response required

9. References & Performance Evaluation Survey*

List (5) client references (public references preferred) including client name, contact personnel, address, phone number, length of time you have provided services and list of any other related services provided. City of Doral employees cannot be used as references.

Please download the survey, send it to three (3) to five (5) clients to complete, have them email the completed form to performancesurvey@cityofdoral.com

- [SurveyV2.pdf](#)

*Response required

10. Date of Entity Formation*

*Response required

11. Entity Type*

☐ Corporation



City of Doral
Request for Qualifications
Architectural &
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2025-26

☐ Partnership

☐ LLC

☐ Other

*Response required

12. Office Location*

*Response required

13. FEI/EIN Number*

*Response required

14. Authorized Representative*

Name and Title

*Response required

15. The undersigned Respondent agrees*

If this Response is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this Solicitation and in accordance with the terms and conditions of the Contract.

☐ Please confirm

*Response required

16. Respondent accepts all of the terms and conditions of the Solicitation*

Including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 365 days after the day of Bid opening. Respondent agrees to sign and submit the Contract with any applicable documents required by this RFQ within ten days after the date of City's Notice of Award (If applicable).

☐ Please confirm

*Response required

17. Respondent further warrants and represents *

It has familiarized itself with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

☐ Please confirm

*Response required

18. Respondent further warrants and represents *

It has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional



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examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Respondent for such purposes.

☐ Please confirm

*Response required

19. Respondent further warrants and represents *

It has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Respondent.

☐ Please confirm

*Response required

20. Respondent further warrants and represents *

This Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

☐ Please confirm

*Response required

21. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.*

☐ Please confirm

*Response required

22. Respondent understands and agrees that the Contract Price is a Unit Rate Contract to furnish and deliver all of the Work complete in place. As such, the Proposer shall furnish all labor, materials, equipment, tools, supervision, and services necessary to provide a complete Project.*

☐ Please confirm

*Response required

23. Communication - If information is different than what is provided in Vendor Profile:

Communications concerning this Proposal shall be addressed to:

Please provide:

- Name of Bidder/Proposer
- Telephone Number



City of Doral
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2025-26

- Email Address
- Attention

24. Statement*

I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in the management of the entity.

☐ Please confirm

*Response required

25. List of Proposed Subcontractors (If Applicable)

Please download the below documents, complete, and upload.

- [LIST OF PROPOSED SUBCONTRAC...](#)

26. Business Entity Affidavit*

Please download the below documents, complete, and upload.

- [Business Entity Affidavit.pdf](#)

*Response required

27. Conflict of Interest Disclosure*

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST DISCLO...](#)

*Response required

28. Certificate of Authority*

Please download the below documents, complete, and upload.

- [CERTIFICATE OF AUTHORITY..pdf](#)

*Response required

29. AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES*

Please download the below documents, complete, and upload.

- [AFFIDAVIT REGARDING UNAUTHO...](#)

*Response required

30. REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES*

Please download the below documents, complete, and upload.



**City of Doral
Request for Qualifications
Architectural &
Engineering Services and Related Disciplines for Doral Central Park Parking Garage & Recreation Area
2025-26**

- [REQUIRED AFFIDAVIT REGARDIN...](#)

*Response required

31. Tie Bid Certification*

By clicking "Please confirm" below, I hereby certify that I have read and understand the requirements/procedures for Tie Bids set forth of this document.

☐ Please confirm

*Response required

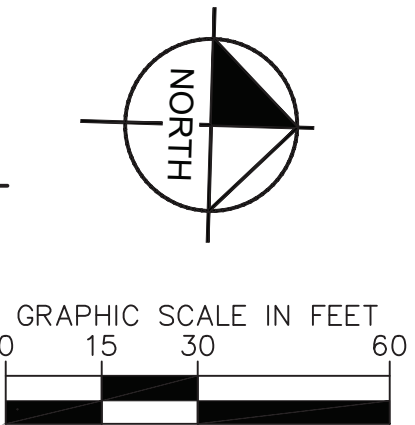
32. Veteran Certified Business Certificate

Interested Respondents must submit their Veteran Certified Business Certificate with their response.

33. IRS Form W-9*

*Response required

34. Additional Data



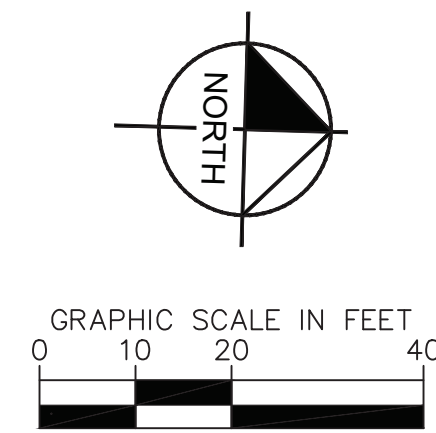
DADE COUNTY

FLORIDA

L I C E N S E D P R O F E S S I O N A L

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM CA 00000696

No.	REVISIONS	DATE	BY
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1
CG2-1

LEVEL	STANDARD	COMPACT	ADA	VAN ADA	TOTAL	SQ. FT.
1	189	-	-	1	190	71,863
2	216	-	-	2	215	78,445
3	123	-	-	1	124	45,221
TOTAL	528	-	-	4	529	195,529

PARKING EFFICIENCY = 370 SF/CAR

DADE COUNTY FLORIDA

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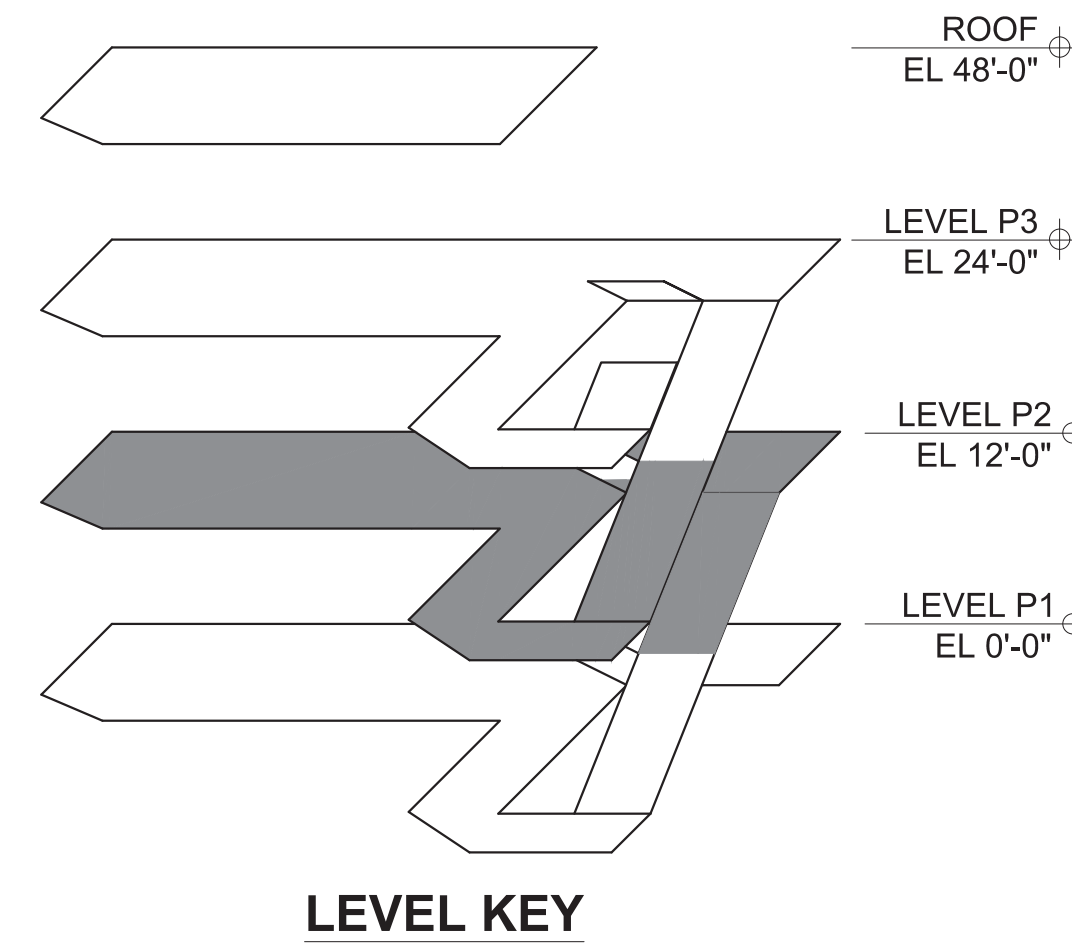
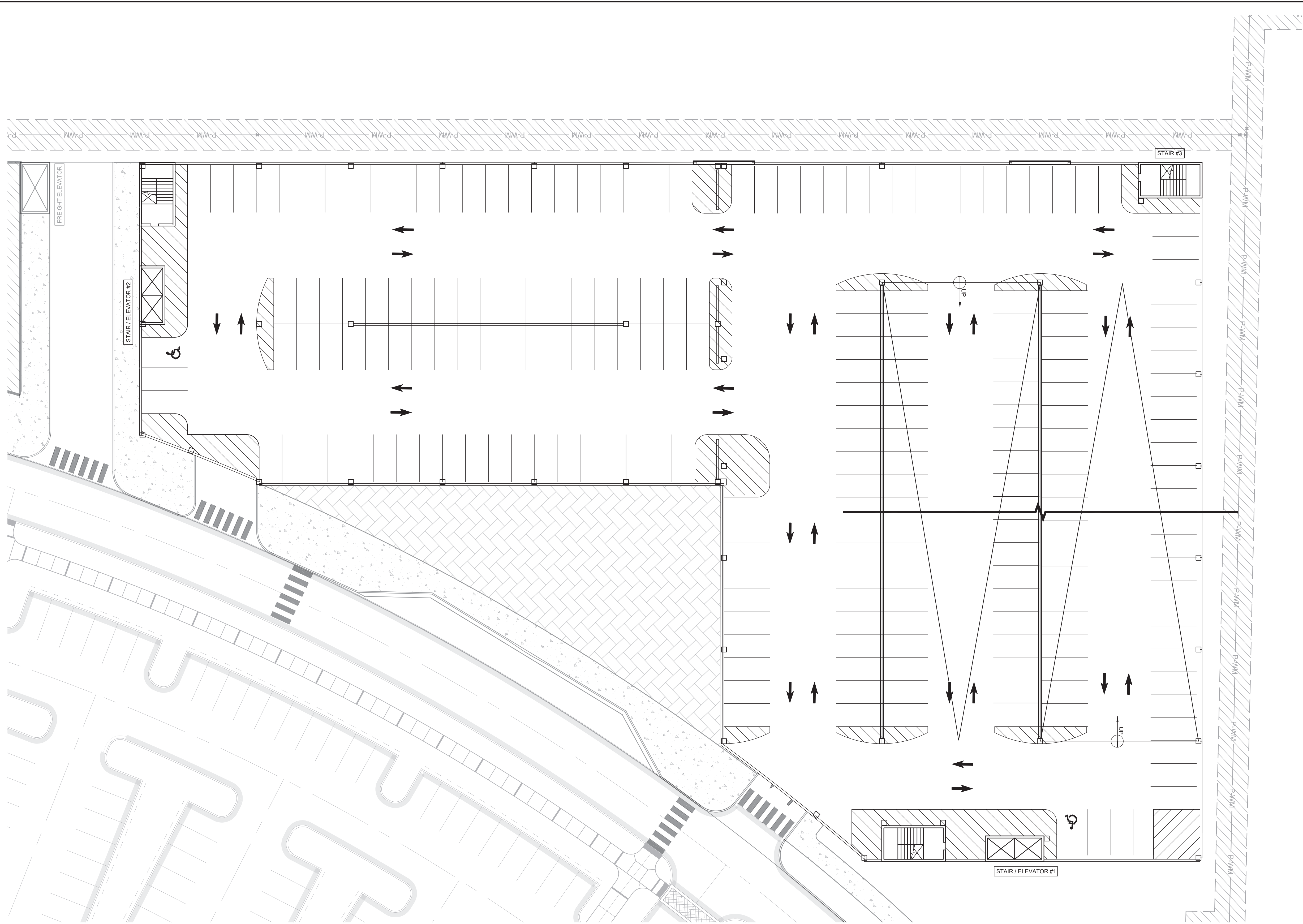
KHA PROJECT	LICENSED PROFESSIONAL
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© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
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No.	REVISIONS
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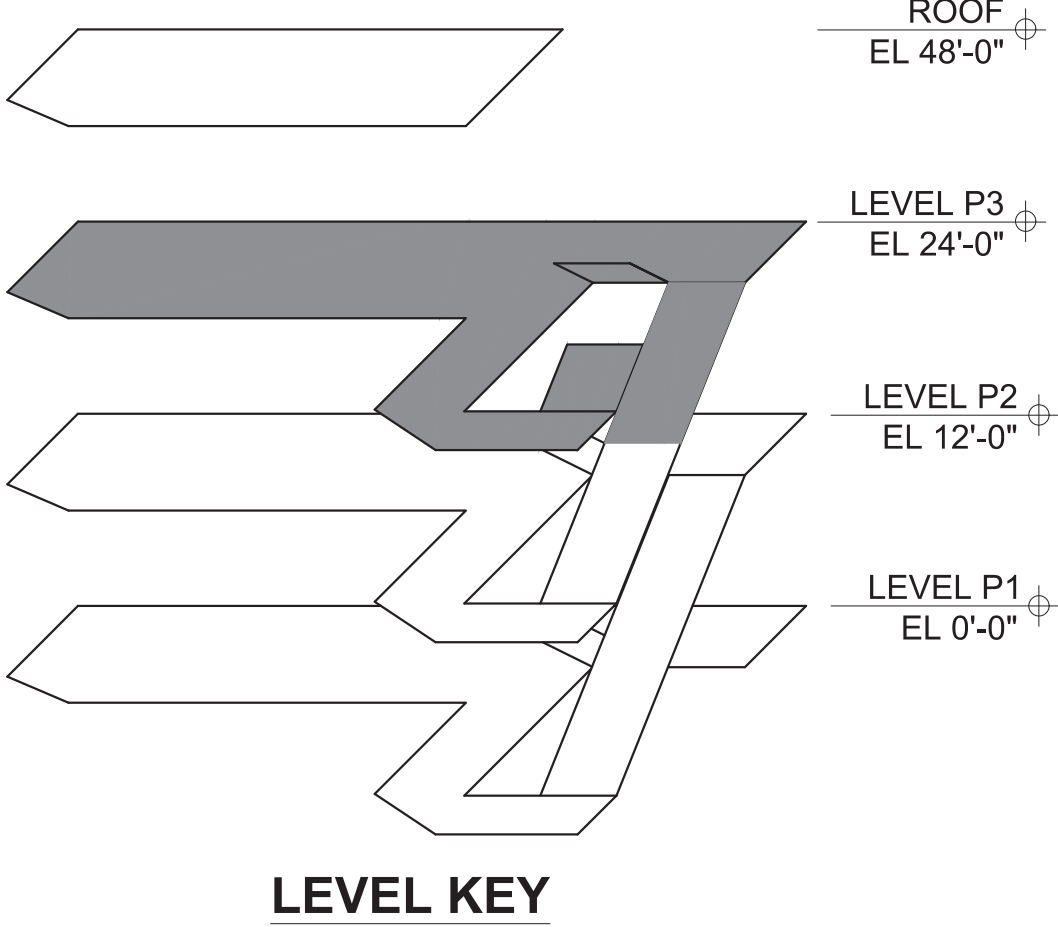
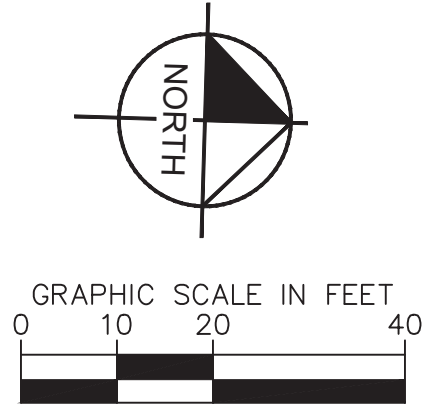
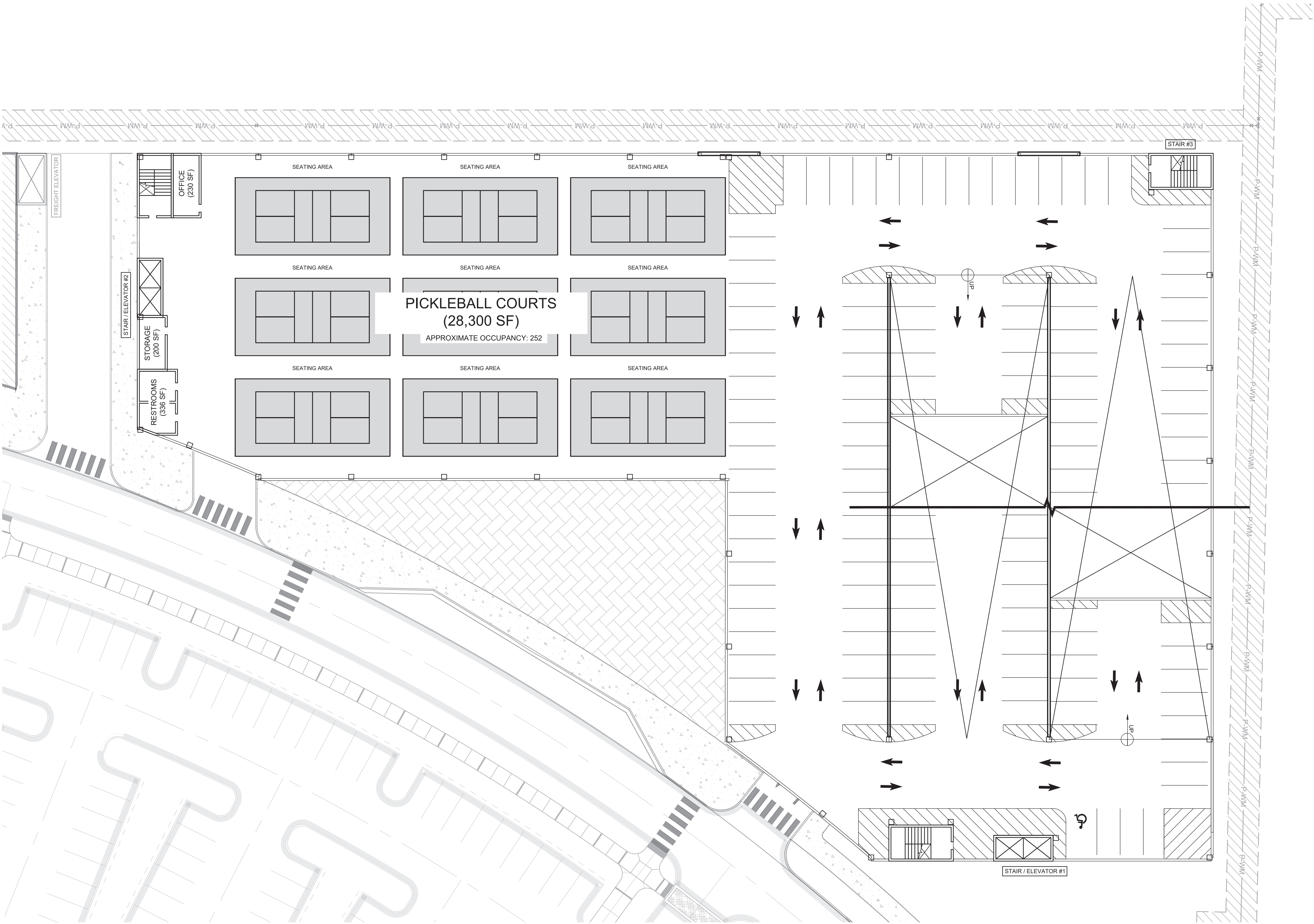
DATE	BY
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This document, together with the concepts and designs presented herein, is intended on for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adoption by Kinley-Horn and Associates shall be without liability to Kinley-Horn and Associates, Inc.



1 OPTION 2 LEVEL 2 CONCEPTUAL GARAGE PLAN
CG2-2 SCALE: 1' = 20'-0"

SHEET NUMBER CG2-2	DORAL CENTRAL PARK GARAGE PREPARED FOR CITY OF DORAL, FLORIDA	DADE COUNTY FLORIDA	OPTION 2 LEVEL 2 CONCEPTUAL GARAGE PLAN	KHA PROJECT 04-3515020	LICENSED PROFESSIONAL	 © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134 PHONE: 305-673-2025 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM CA 00000696	No. _____ DATE _____ REVISIONS _____ BY _____
				DATE 10/28/2025 SCALE AS SHOWN DESIGNED BY NRC DRAWN BY PWD CHECKED BY NRC DATE: 10/28/2025	_____ NOEL RAMIREZ, P.E. FLORIDA LICENSE NUMBER 80194		



1 OPTION 2 LEVEL3 CONCEPTUAL GARAGE PLAN
CG2-4 SCALE: 1" = 20'-0"

SHEET NUMBER CG2-4		DORAL CENTRAL PARK GARAGE PREPARED FOR CITY OF DORAL, FLORIDA		FLORIDA DADE COUNTY	
OPTION 2 LEVEL3 CONCEPTUAL GARAGE PLAN		LICENSED PROFESSIONAL NOEL RAMIREZ, P.E. FLORIDA LICENSE NUMBER 80194 DATE: 10/28/2025		KHA PROJECT 043515020 DATE 10/28/2025 SCALE AS SHOWN DESIGNED BY NRC DRAWN BY PMD CHECKED BY NRC	
Kimley»Horn		© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134 PHONE: 305-673-2025 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM CA 00000696		REVISIONS	
No.		BY		DATE	



The City of Doral
Procurement

Roman Martinez, Procurement Director
8401 NW 53rd Ter 100, Doral, FL 33166
(305) 593-6725

ADDENDA REPORT

RFQu No. 2025-26

Architectural & Engineering Services and Related Disciplines for Doral Central
Park Parking Garage & Recreation Area

RESPONSE DEADLINE: January 6, 2026 at 2:00 pm

Thursday, February 26, 2026

Addenda Issued:

Addendum #1

Dec 4, 2025 4:41 PM

Section 7.1.2 updated to Proposal submission packet. Proposers must upload their complete proposal response in this section of the solicitation. Please include a copy of any licenses or certifications relevant to the scope of work as part of your submission.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #2

Dec 8, 2025 3:26 PM

- Deadline submission and evaluation meeting dates have been changed.
- Pre-proposal meeting transcript attached
- Pre-proposal meeting attendance attached

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Attachments:

- [Pre-Submittal ConferenceRFQ- Attendance report 12-08-25.txt](#)
- [Pre-Submittal Conference RFQ Transcript](#)

Addendum #3

Dec 16, 2025 9:39 AM

Responses to vendor-submitted questions.

Attachments:

- [Question & Answer \(1\)](#)

Addenda Acknowledgements:

EXHIBIT C
(RESOLUTION NO. 26-34)

RESOLUTION No. 26-34

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDDING REQUEST FOR QUALIFICATIONS RFQ #2025-26 “ARCHITECTURAL & ENGINEERING SERVICES AND RELATED DISCIPLINES FOR DORAL CENTRAL PARK PARKING GARAGE & RECREATION AREA”; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., AS THE TOP RANKED FIRM, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF ARCHITECTURAL DESIGN AND ENGINEERING RELATED SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Doral Central Park has been envisioned since its inception as a regional destination park intended to serve both daily recreational needs and large-scale community events; and

WHEREAS, during the early conceptual and master planning phases of the project, the inclusion of a structured parking garage was contemplated as part of the overall development strategy to support anticipated attendance levels and long-term park programming; and

WHEREAS, as the project advanced through preliminary design and cost refinement, the structured parking garage component was removed from the scope and replaced with surface parking as part of the overall site design. The surface parking area was incorporated into the design; however, it was subsequently value engineered prior to construction in order to prioritize core park amenities and maintain the project within available funding at that time; and

WHEREAS, with the completion of Doral Central Park and the activation of its major amenities—including, but not limited to, the amphitheater—the park is now positioned to host large-scale events, concerts, festivals, and community gatherings that generate high attendance levels. A structured parking garage will provide sufficient, reliable, and safe parking capacity to support; and

WHEREAS, on November 24th, 2025, the City of Doral issued Request for Qualifications (“RFQ”) No. 2025-26 to solicit qualified and experienced vendors to provide Architectural & Engineering Services for Doral Central Park Parking Garage & Recreation Area, with public notice legally advertised and distributed in accordance with Florida Statutes; and

WHEREAS, on January 6, 2026, the City received and publicly opened twelve (12) timely proposals. One proposal was deemed non-responsive for failure to meet the requirements of the RFQ; and

WHEREAS, on January 13, 2026, A publicly noticed evaluation meeting was held for Phase I scoring; and

WHEREAS, on January 23, 2026, A publicly noticed evaluation meeting was held for Phase II scoring. All proposals were evaluated based on the published criteria, including technical compliance and qualifications; and

WHEREAS, based on the evaluation scores, the three highest-ranked vendors are:

1. Kimley-Horn and Associates, Inc.
2. Kaller Architecture

3. PGAL, INC

WHEREAS, staff respectfully requests approval from the Mayor and City Councilmembers to award Request for Qualifications No. 2025-26 “Architectural & Engineering Services for Doral Central Park Parking Garage & Recreation Area” to Kimley-Horn and Associates, Inc. and authorize the City Manager to negotiate and enter into an agreement with Kimley-Horn and Associates, Inc., as the top ranked firm, and expend budgeted funds; and

WHEREAS, staff further requests approval from the Mayor and City Councilmembers to authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successionaly if an agreement cannot be reached with Kimley-Horn and Associate, Inc. Funding for this request is available in the current fiscal year and will come from the Parks & Recreation Department Account Number 301.90005.500650.

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

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

Section 2. Approval & Authorization. The Mayor and City Councilmembers hereby approved the award of Request for Qualifications No. 2025-26 “Architectural & Engineering Services for Doral Central Park Parking Garage & Recreation Area” to Kimley-Horn and Associates, Inc., and authorize the City Manager to negotiate and enter into an agreement with Kimley-Horn and Associates, Inc., as the top ranked firm, and expend budgeted funds. The Mayor and City Councilmembers further approve and authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm

successionally if an agreement cannot be reached with Kimley-Horn and Associates, Inc.

This authorization does not create or confer any rights to Kimley-Horn and Associates, Inc.

Section 3. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption.

The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	No
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 18 day of February, 2026.



CHRISTI FRAGA, 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:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY