

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI
AND BERMELLO AJAMIL & PARTNERS, INC.**

**(RFQ #33-18-19; Architectural/Engineering (A/E) Services for Development of the Cagni Park
North Site)**

3/3/2021

THIS AMENDMENT (“Amendment”) is entered into on _____, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Bermello Ajamil & Partners, Inc.**, a for profit corporation registered and authorized to do business in the State of Florida, having its principal office at 2601 South Bayshore Drive, Suite 1000, Miami, FL 33133 (“Consultant”).

RECITALS

WHEREAS, on May 28, 2020, the City entered into a Professional Services Agreement (“Agreement”) with Consultant for Architectural/Engineering (A/E) Services for the development of the Cagni Park North site; and

WHEREAS, the City desires to amend the Professional Services Agreement to provide for changes to the scope of services as included in the Consultant’s Proposal and for amendments to the project schedule.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Exhibit “B” - CONSULTANT’S PROPOSAL** - is hereby replaced with Consultant’s Proposal dated February 5, 2021. The updated proposal is attached hereto as Exhibit “A.”
2. **Exhibit “C” – PRELIMINARY DESIGN & CONSTRUCTION SCHEDULE** – is hereby replaced with Design & Construction Schedule – Phase 1 - dated February 10, 2021. The updated schedule is attached hereto as Exhibit “B.”
3. All other terms and conditions of the Agreement (attached hereto as “Exhibit C”) remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

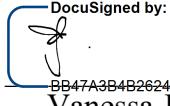
Corporate Secretary or Witness:

By: 
DDF5002D06314F9...
Print Name: Joshua Rak
Date: 2/22/2021

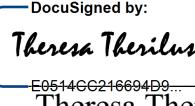
BERMELLO AJAMIL & PARTNERS, INC.

By: 
FBDE10393DA6417...
Print Name: Randall Hollingworth
Date: 2/22/2021

ATTEST:

By: 
BB47A3B4B262492...
Vanessa Joseph, Esq.
City Clerk

City of North Miami, a Florida municipal corporation: "City"

By: 
E9514CC216694D9...
Theresa Therilus, Esq.
City Manager

DS


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
8AE8443D714D491...
Jeff P. H. Cazeau
City Attorney

Exhibit "A"

ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
CONSTRUCTION SERVICES

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ORIGINAL: November 26, 2019

REVISED: February 5, 2021

SCOPE OF SERVICES**City of North Miami****Cagni Park**

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Scope and Fees to the City of North Miami (City) for professional design services for the development of Cagni Park.

PROJECT BACKGROUND AND DESCRIPTION

The City has requested BA to perform design and construction documents, survey and mapping, geotechnical exploration and reporting services, FGBC certification, environmental consulting and prepare and perform construction administration services for the development of Cagni Park. The project plans and documents shall be prepared so the City can construct the project in two separate phases. The limit of work is that portion of School Board property east of Arch Creek Elementary School, being approximately 10 acres of vacant land bounded by NE 135th street on the south, NE 137th Street on the north and NE 9th Avenue on the east. The project is a joint venture by the City of North Miami and the Miami Dade School Board with the facilities shared by both.

The work under this contract shall include the services described below for the construction of the Cagni Park site. The BA Team shall work closely with City staff and the selected CM@Risk Contractor to develop a park and recreation facility for the residents of North Miami and the adjacent schools. The City has requested the BA Team develop a full set of construction drawings, specifications and cost estimates for the program outlined below with the construction to occur in two phases.

The project, which is the basis of this proposal include the following design and park improvements:

PHASE I:

- Multi-purpose field with synthetic turf (lighted)
- Aquatic Building, 4,000 sf (including facility restrooms and change rooms)
- Olympic swimming pool
- Secondary learn to swim/warm-up pool
- Children's multi-age playground with shade protection
- Splash pad (associated with children's playground)
- Surface asphalt parking for 80 vehicles (lighted)
- Security fencing, miscellaneous park furniture (benches, waste receptacles, bike racks), sidewalks and park lighting
- Public Art
- Landscaping/Mitigation

PHASE II:

- Multi purpose building, 8,600 sf
- Maintenance facility (1000 sf)
- Covered pavilions (three) (Prefab structures w lighting and receptacles)
- Building monitoring system
- Emergency generator

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- Additional sidewalks, 1000 sf
- Additional landscaping/irrigation (All areas disturbed for construction of the multi-purpose building and picnic pavilions)
- Public Art

Total hard costs (provided by the City) for PHASE I of the project is targeted at \$6,971,702.00 (six million, nine hundred seventy one thousand, seven hundred and two dollars) and for Phase II, \$2,488,866.00 (two million, four hundred eighty eight thousand, eight hundred and sixty six dollars). These budgets are the basis for this scope of services and fees. If additional park program components are added or altered in the phases to the project as directed by the City, BA shall negotiate additional fees.

Assisting BA (Landscape Architecture, Architecture and Civil Engineering) with these services shall be the following firms:

- Gibbs Land SurveyorSurvey and Mapping
- Tierra South FloridaGeotechnical Subsurface Exploration and Analysis
- MUEngineers, Inc.Structural Engineering
- Delta GElectrical Engineering
- Kenneth DiDonatoIrrigation Design
- The Bosch GroupOpinion of Probable Cost Estimating
- Energy Cost Solutions Group FGBC Consulting
- Aquatic Design GroupAquatic Design and Engineering
- E SciencesEnvironmental Consulting
- South Florida Consulting Firm Public Outreach

The following describes the scope of each service by Consultant included in this proposal:

Survey and Mapping (prepared by Gibbs Land Surveyor)

Services shall include:

- A topographic survey locating and identifying all visible existing above-ground utilities. Location of all existing buildings, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility & light poles, overhead electrical lines, culverts, guardrails, pavement limits, pavement markings, traffic signage, headwalls, endwalls, manholes, vaults, driveways, sidewalks, right-of-way limits, landscaping, and any other visible improvements.
- Provide a 50-foot grid of elevations and 50 ft interval cross-sections, including any highs and lows, discovered off-grid. Extend to full right-of-way all adjoining streets and avenues. Extend westerly to existing school buildings, fences, and walls.
- Provide rim and invert elevations and pipe sizes and types on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the property limits.
- Provide the location of vegetation and individual trees greater than four (4) inches in diameter.
- Provide Geophysical Tracing and Ground Penetrating Radar for the purpose of detecting foundations and utilities.
- All elevations shall be shown in NGVD29 Datum, from Miami-Dade County Benchmarks
- Digital maps shall delineate all field-collected data as well as existing limits of referenced rights-of-ways.
- The survey map shall be prepared at 1"=20' horizontal in a standard 24"x36" format

Landscape Architecture (prepared by BA Landscape Architecture)

Services shall include, overall project management and coordination between all sub-consultants, the City and the CM@Risk contractor, schematic through final landscape design and site planning; public presentations; City of North Miami Development Review application and approval process (including CPTED if required); preparation of construction drawings, details and technical specifications, preparation of City of North Miami Tree Removal Application; coordination of landscape design with FGBC requirements; building department permitting assistance; construction administration and a one-year warranty walkthrough.

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Architecture (prepared by BA Architecture)

Services shall include, schematic through final architectural design and construction documents and specifications for the recreation building including plans, sections and details; coordination with FGBC requirements; public presentations; City of North Miami Development Review application and approval process; coordination with the City's selected CM@Risk construction contractor and building department permitting assistance, construction administration and (one), 1-year warranty walkthrough.

Civil Engineering (prepared by BA Civil Engineering)

Services shall include collection and examination of as-built information from utility companies/agencies; preparation of site grading and paving plans; development of conceptual drainage design; preparation of storm drainage analysis, calculations and design, design of water distribution and sanitary collection systems; design of off-site connection to adjacent roadways and coordination of engineering design with the FGBC requirements. Coordination with the City's selected CM@Risk construction contractor and building department permitting; and construction administration services and a one-year warranty walkthrough.

Geotechnical Engineering Subsurface Exploration and Reporting (prepared by Tierra South Florida, TSF)

Services shall include:

- Three (3) Standard Penetration Test (SPT) borings to a depth of 20 feet below existing grade within the proposed Pavilions/shelter buildings
- Two (2) SPT to a depth of 20; one SPT for the Multi-Purpose recreational building and one SPT for maintenance facility;
- One (1) SPT to a depth 20 feet for the Olympic swimming pool;
- Three (3) SPT to a depth of 6 feet for parking and Dumpster enclose.
- Two (2) SPT to a depth of 20 feet for Multi-purpose field lighting.
- Three (3) Borehole Permeability (BHP) tests per South Florida Water Management District (SFWMD) Standards.

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. Within the borings, penetration resistance testing shall be performed in general accordance with the requirements of ASTM designations D 1586. Borings shall be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan furnished by others.

Prior to drilling at the project site, TSF shall notify the local utility companies and request that underground utilities be marked. This proposal assumes that private utility lines, if any, shall be located in the field by others prior to mobilization of the drill rig. TSF shall recommend a utility line locating service upon request.

Upon completion of the field exploration, visual classifications shall be performed and some laboratory testing shall be performed on select samples.

A TSF geotechnical engineer shall evaluate the results of all drilling and laboratory testing. A report shall be issued that contains the exploration data, a discussion of the site and subsurface conditions, results of percolation tests, geotechnical recommendations for pavement subgrade and foundation design, and a discussion of some construction considerations.

Structural Engineering (prepared by MUEngineers)

Services shall include the structural design and preparation of construction drawings for the recreation center, maintenance building, foundations for light fixtures, fence posts, player benches, bleacher seating, scoreboard foundations, football goal post foundations, and pre-engineered covered pavilion foundations.

This proposal assumes that the program items that require a foundation or slab support shall be supported on spread foundations and/or slabs on grade. MUEngineers shall review the recommendations by the Geotechnical engineer after

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the soil investigations are performed and shall inform the City if the foundation recommendations differ from this assumption.

Mechanical, Electrical, Plumbing and Fire Protection (MEP) Engineering (prepared by Delta G. Consulting Engineers) Services shall include, design and preparation of MEP construction drawings for a one-story +/- twelve thousand five hundred (12,500) square foot recreation center; one (1) story one thousand (1000) square foot maintenance building; electrical design for the multi-purpose field lighting, pathway lighting, parking lot lighting, irrigation system and the covered pavilions. These services shall also include:

- Fire alarm and Fire Protection system (as required)
- Low voltage systems
- Heating ventilation
- Air conditioning
- Plumbing and piping
- Coordination with ATT and FPL
- Photometrics

Irrigation Design (prepared by Ken DiDonato Irrigation Design)

Services include the design and layout of a complete underground irrigation system for the programmed park area including irrigation plans, details and specifications. The services shall be coordinated with BA Landscape Architecture to provide 100% cover to all landscaped areas within the park and adjacent parkways immediately adjacent to boundary public sidewalks. No irrigation design shall be provided for areas beyond that described above or on other parcels.

Opinion of Probable Cost Estimating (prepared by The Bosch Group)

Services include an independent opinion of probable cost estimate submittal based on the approved Schematic Design, Design Development, and 60% Construction Drawings. Services do not include an opinion of probable cost estimates for park improvements beyond those listed above.

FGBC - Florida Green Building Certification (prepared by Energy Cost Solutions Group)

Services include:

- Pursuing certification of the project under the State's, Florida Green Building Coalition Green Commercial Building program. The Consultant shall serve as the conduit and 'Point of Contact' for coordinating, organizing and assisting in the implementation of FGBC criteria. The Consultant shall also perform the following tasks:
 - Organize and facilitate FGBC charrettes in collaboration with the Client.
 - Track and report status and activity of FGBC credits with regards to inclusion in plans and implementation on site.
 - Develop a comprehensive FGBC Plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required and the responsible parties.
 - Develop an FGBC certification schedule.
 - Provide consultation to the project's major systems design teams regarding compliance with FGBC credit points.
 - Online registration with the Florida Green Building Coalition.
 - Development, coordination, and tracking of FGBC action items with the design teams throughout all Phases using the FGBC Plan
 - Conduct materials, products, and systems research for FGBC credit compliance.
 - Assist responsible parties in FGBC calculations and online documentation for Site, Water, Energy, Material, and Indoor Environmental Quality Credits.
 - FGBC credit interpretation reviews.
 - Assist in the development and /or review of FGBC specific language for materials and equipment, submittal procedures, Construction Waste Management Planning, and Construction Indoor Air Quality Management until project completion.
 - Train contractor and subcontractors on FGBC requirements and FGBC record keeping.
 - Facilitate, moderate and coordinate FGBC and related meetings as necessary throughout the construction phase.
 - Responsible for coordination of the assembly of the FGBC online application documentation submission.

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- Provide a point of contact between project and FGBC on credit interpretation. Coordinate the appeal of denied credits if required.
- All commissioning will be conducted during the closeout Task 15.0 in Phase II.
- Fundamental commissioning services include those described in FGBC - New Construction – Commercial Version 3
- Enhanced commissioning services including those described in FGBC - New Construction – Commercial Version 3

Aquatic Design and Engineering (prepared by Aquatic Design Group)

Services shall be limited to the design and engineering of the three aquatic features proposed within the park:

- Splash Pad (approximate construction value \$250,000.00 adjacent to the playground)
- Learn to Swim/Warm-up pool (31'X75')
- Olympic pool (25yds X 50m) with diving well

The Splash pad shall be designed as outlined in Health Department Code F.A.C. Chapter 64E-9, FBC Section 454 Part I. As the splash pad serves a Public Space, the feature is considered a Public Bathing Place and is governed by the rules outlined in Section 454 of the Florida Building Code and Chapter 64E-9 of the Florida Administrative Code, (a.k.a. The Health Department Code).

Aquatic engineering construction drawings shall include complete operational systems and shall include hydraulics and mechanical works, water quality treatment, electrical loads and controller, size of piping and layout of equipment room, coordination with the design team on backwash, pool drain, City water utility requirements, basin construction and structural requirements and coordination with the City's selected CM@Risk construction contractor.

Environmental Consulting (prepared by E Sciences)

E Sciences understands that the Site has soil contamination and there have been "engineering controls" installed at the Site to provide a physical barrier between the soil contaminants and the public. The presence of contamination should be considered during the overall design and it is anticipated that the Miami-Dade County Department of Regulatory and Economic Resources (RER) will require that the contamination be properly managed during construction and that certain aspects of construction be documented. This proposal was prepared to provide support to the design team on the elements that relate to contamination based on the available assessment documentation for the Site. It should be noted that this scope does not include testing or assessment activities. It is unknown if testing will be required at this time.

E Sciences will review available documents in the online RER regulatory file to obtain a better understanding of the contamination assessment history of the Site. E Sciences will compile relevant documents to provide information regarding the contaminated area that may be considered as part of the site layout planning process. E Sciences will consult with BA during site planning so that the layout may consider minimizing impacts to the contaminated media and explore the possibilities of beneficial re-use of contaminated soils at the Site and other considerations regarding the reported contamination that affect the proposed design and construction. E Sciences has included time for two conference calls or meetings.

E Sciences will review the schematic drawings provided by BA. Based upon the current understanding of the project, E Sciences anticipates that we may need the following documents to be approved by Miami-Dade County prior to initiation of the construction activities:

- Health and Safety Plan
- Air Monitoring Plan
- Dust Suppression Plan
- Soil Management Plan

E Sciences proposes to prepare a combined document for submittal to RER. The following describes each plan element.

Health and Safety Plan/Air Monitoring Plan-E Sciences will develop a health and safety plan (HASP) and air monitoring plan (AMP) to be implemented during construction. The HASP will outline general health and safety provisions and summarize contaminants at the site and methodologies for dust suppression. E Sciences will contact RER to determine if air monitoring will be required. If so, the AMP will outline air monitoring to be conducted prior to (as a baseline) and during construction to monitor the ambient air and to specify threshold values that may trigger personal protective equipment and/or corrective actions to reduce emissions. The HASP will need to be certified by a Certified Industrial Hygienist (CIH). E Sciences will engage a subconsultant to provide the CIH services.

Soil Management Plan-Based on the presence of contaminant concentrations above soil cleanup target levels (SCTLs) in the soil at the Site, soil excavated in those areas must be handled, tracked and documented properly. The development of a soil management plan (SMP) will provide procedures and precautions to be implemented for the management of contaminated soil during construction activities. It will provide guidelines to the contractor for handling the contaminated soil, and how to track and properly dispose of the material. Upon review of the regulatory and assessment information, E Sciences will prepare an SMP specific for the project site. The SMP will include information associated with the following items:

- Background Information
- Soil Management Practices
- Soil Characterization
- Waste Disposal
- Engineering Control certification requirements

Regulatory Coordination- E Sciences has included time for one meeting with Miami-Dade County RER and responding to one round of requests for additional information. Additional regulatory coordination would be beyond the scope of this proposal.

Additional Services - E Sciences anticipates that the project may require supplemental assessment, a dewatering plan, an engineering control and maintenance plan and possible on-site observation during certain phases of construction. E Sciences has not included this in the proposal at this time, but it can be further scoped as E Sciences gain a better understanding of the project and regulatory requirements.

Public Outreach (prepared by South Florida Consulting Firm)

In order to conduct outreach effectively, decisions related to staffing outreach positions must be well thought out. The potential outreach staff should be familiar with the target population and area. The staff must have a working knowledge of the Cagni Park Project, its benefits and possible concerns the residents of the City of North Miami may have.

Outreach activities to be employed include:

- Direct Mail
 - We will use this form of marketing which involves sending physical pieces of material such as newsletters and flyers to homes and businesses throughout the community.
 - Delivering important information regarding the progress of the Cagni Park Project , such as commencement of construction, etc.
 - Direct mail will be sent out to an estimated 20,000+ households
- Outreach Street Educators
 - This type of outreach consists of outreach staff canvassing all areas of the community for the purpose of delivering educational material regarding the project.
 - Active street outreach will target the immediate residents in the community.
 - During the duration of the construction, outreach street educators will knock on resident's doors in the immediate area and educate about the project.
 - Each Street Outreach Educator will work 4 to 5 hours per day and 2 to 4 days a week.

- Street Outreach will be closely monitored to ensure the community is informed and engaged in the Cagni project.
- Fixed-Site/Venue-based Outreach
 - This type of outreach consists of setting up a table on a street in front of a frequented facility in a well known area and engage people to discuss the Cagni project.
- Drop off site Outreach
 - This type of outreach consists of providing educational materials regarding the benefits of the Cagni Park project at volunteer distributors.
- Social Media/Radio and Television Advertisement
 - With so many people on social media, it is one of the most efficient ways to communicate, especially with the younger generation. It provides a great atmosphere for proactive outreach.
 - Radio and television time will be employed in order to invite the community to key events and inform and educate regarding the progress of the project.

SCOPE OF WORK

TASK 1.0 — SURVEY AND MAPPING

1.1. **Survey and Mapping** - BA shall prepare a boundary and topographic survey of the site and identify all visible existing above ground and underground utilities. BA shall also provide subsurface utility engineering including geophysical tracing and ground-penetrating radar for the purpose of detecting foundations and utilities.

Deliverables for Task 1.0 Survey and Mapping – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" X 36" PDF of the Topographic and Boundary Survey
- One (1) AutoCAD (.dwg) file of the Topographic and Boundary Survey which shall also include the results of the GPR.
- Five (5) signed and sealed 24" X 36" black and white prints of survey and boundary

TASK 2.0 — PROJECT INITIATION

2.1. **Design Intent / Kick-Off Meeting** - BA shall attend one (1) meeting with City representatives to develop a shared vision for the project. The meeting shall be used to agree on the project schedule, timing and content of meetings, record-keeping standards, and communications with the City, distribution procedures, meeting dates, public commission notification, and preliminary and final submissions. BA shall prepare and distribute minutes of the kick-off meeting.

2.2. **Design Team Kick-Off Meeting with City Staff & Preparation of Meeting Minutes** - BA shall conduct one (1) team kick-off meeting with all sub-consultants listed above and City staff and the CM@Risk Contractor to discuss project goals, program components, organizational structure and various assignments for each professional service. BA shall prepare and distribute minutes of the kick-off meeting.

2.3. **Site Visit Inventory, Analysis, and Assessment** - BA shall visit the site one (1) time with City representatives to discuss and observe key issues, opportunities or constraints. While on-site, BA shall inventory surveyed trees. BA shall prepare and distribute a summary of observations and directions received.

2.4. **FGBC Charrette** - BA shall conduct one (1) charrette with Team consultants, (some consultants may participate via conference call), the City staff and the CM@Risk contractor to establish the FGBC requirements for certification of the project. BA shall prepare and distribute a summary of observations and directions discussed.

2.5. **Preparation of Project Design Schedule** - BA shall prepare a project schedule that correlates to the tasks detailed in this scope.

2.6. **Land Development Regulations and Tree Mitigation Review** - BA shall review appropriate City land development regulations (LDR's) and Tree mitigation requirements and provide one (1) consolidated list of development limitations that affect the proposed improvements.

Deliverables for Task 2.0 Project Initiation – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 1/2" X 11" PDF of minutes of Design Intent / Kick-Off Meeting
- One (1) 8 1/2" X 11" PDF of minutes of Design Team / Kick-Off Meeting
- One (1) 8 1/2" X 11" PDF of minutes of FGBC Charrette
- One (1) 11" X 17" PDF of Project Schedule
- One (1) 8 1/2" X 11" PDF of Site Visit, Inventory, Analysis, and Assessment summary
- One (1) 8 1/2" X 11" PDF of Development Limitations and Tree mitigation requirements summary

TASK 3.0 — SCHEMATIC DESIGN

3.1. **Schematic Design Drawings** - Based on the direction given and themes discussed at the Design Intent meeting, onsite observations and LDR requirements, BA shall develop a schematic design that depicts the size and shape of all park improvements. Submittal shall consist of one (1) 24" X 36" plan view color rendering; hard copies and PDF format.

3.2. **ATT and FPL Kick-Off Meeting and Coordination** - BA shall attend two (2) meetings (one with each utility) to discuss the project's scope and program with representatives from ATT and FPL and establish a coordination plan for providing such utilities within the project. BA shall prepare and distribute minutes from the meetings.

3.3. **FGBC Score Card Preparation, Tracking, and Reporting** - BA shall develop a comprehensive FGBC plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required and the responsible parties.

BA shall develop a comprehensive FGBC plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required and the responsible parties.

3.4. **Schematic Design Opinion of Probable Cost** - BA shall prepare and provide to the City an opinion of probable cost based on the approved schematic design. This proposal includes one (1) revision to the opinion of probable cost based on input from the City.

3.5. **Project Design Schedule Update** - BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.

3.6. **Schematic Design Review Meeting & Preparation of Meeting Minutes** - BA shall attend one (1) meeting to discuss the schematic design drawings with the City. The City shall provide BA one (1) consolidated list

of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.

Deliverables for Task 3.0 Schematic Design – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" X 36" PDF of the Schematic Drawings
- One (1) 8 1/2" X 11" PDF of minutes of meetings with ATT and FP&L
- One (1) 8 1/2" X 11" PDF of FGBC scorecard
- One (1) 8 1/2" X 11" PDF of the Schematic Design Opinion of Probable Cost
- One (1) 11" X 17" PDF of updated Project Schedule
- One (1) 8 1/2" X 11" PDF of minutes of the Schematic Design Review Meeting

TASK 4.0 — SUBSURFACE EXPLORATION & REPORTING

4.1. **Subsurface Exploration & Reporting** - BA shall perform geotechnical engineering subsurface exploration and reporting including Bore Hole Permeability (BHP) tests, and SPT borings. The geotechnical report shall be used by the design team for drainage and structural design.

Deliverables for Task 4.0 Subsurface Exploration & Reporting – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 1/2" X 11" signed and sealed copy of the Geotechnical Report
- One (1) 8 1/2" X 11" PDF of the Geotechnical Report

TASK 5.0 — DESIGN DEVELOPMENT

5.1. **Design Development Drawings** - Based on comments received on the schematic design, BA shall prepare and develop design development drawings. These documents shall further refine and articulate the project elements established in the schematic design phase.

5.2. **FGBC Certification Schedule & Coordination with MEP** - BA shall develop a certification schedule for the FGBC certification process and coordinate with the Team MEP.

5.3. **Design Development Drawings Opinion of Probable Cost** - BA shall prepare and provide to the City an opinion of probable cost based on the approved Design Development drawings. This information shall be provided to the City in an 8 1/2" X 11" PDF format. This proposal includes one (1) revision to the Design Development Opinion of Probable Cost based on input from the City. Significant changes in the scope of work shall be considered additional services.

5.4. **CM@Risk Costing Coordination** - BA shall review the project cost provided by the CM@Risk Contractor as related to the Opinion of Probable cost provided by BA in 5.3. BA shall not be responsible for the accuracy of the cost estimate prepared by the CM@Risk Contractor.

5.5. **Project Design Schedule Update** - BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.

5.6. **Design Development Review Meeting & Preparation of Meeting Minutes** - BA shall attend one (1) meeting to discuss the design development drawing with the Client. The Client shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work.

5.7. **Site Plan Approval Submittal and Follow-Up Process** - Based on the approved Design Development drawings and direction from the City, BA shall prepare and submit the appropriate drawings required for Development Review. BA shall attend one (1) DRC meeting to discuss comments. BA shall revise drawings that may be necessary for City approval.

Deliverables for Task 5.0 Design Development – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" x 36" PDF of Design Development Drawings
- One (1) 8 1/2" X 11" PDF of minutes from the Design Development Review Meeting
- One (1) 8 1/2" X 11" PDF of FGBC schedule
- One (1) 11" X 17" PDF of updated Project Schedule
- One (1) 8 1/2" X 11" PDF of the Design Development Opinion of Probable Cost
- One (1) 24" X 36" set of DRC application plans

TASK 6.0 — CONSTRUCTION DOCUMENTS

6.1. **60% Construction Documents** - Based on the approved final design, BA shall prepare 60% construction drawings (Phases I and II) including architectural plans and details, civil engineering plans and details, structural plans and details, mechanical, electrical and plumbing plans and details, aquatic engineering plans and details, tree disposition plans and details and landscape plans and details. Drawings shall communicate the design intent and construction materials. The construction drawings shall be provided as 24" X 36" PDF's.

6.2. **60% Technical Specifications** - BA shall prepare 60% full-length MasterSpec format technical specifications (Phases I and II) of applicable Division 00 through Division 33 sections for the proposed improvements. This shall be provided to the City as 8 1/2" X 11" PDF's.

6.3. **60% FGBC Tracking and Reporting** - BA shall prepare an updated excel document correlating FGBC strategies, FGBC design phase documentation, required actions and ongoing tracking of compliance with the established standard criteria.

6.4. **60% Construction Drawings Opinion of Probable Cost** - BA shall prepare and provide to the City an opinion of probable cost based on the 60% construction drawings. This information shall be provided to the City in an 8 1/2" X 11" PDF format.

6.5. **60% CD's CM@Risk Costing Coordination** - BA shall review the project cost provided by the CM@Risk Contractor as related to the Opinion of Probable Cost provided by BA in 6.4. BA shall not be responsible for the accuracy of the cost estimate prepared by the CM@Risk Contractor.

6.6. **60% Milestone Updated Project Design Schedule** - BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.

6.7. **60% Construction Drawings Review Meeting & Preparation of Meeting Minutes** - BA shall participate in one (1) review meeting with the City to discuss their comments on the 60% CD's, and associated CM@Risk cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed-to fee. BA shall prepare and distribute meeting minutes.

6.8. **90% Construction Drawings** - Based on the approved final 60% CD's, BA shall prepare 90% construction drawings (Phases I and II) including civil engineering plans and details, structural plans and details,

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mechanical, electrical and plumbing plans and details, aquatic engineering plans and details, tree disposition plans and details, landscape plans and details and irrigation plans and details. Drawings shall communicate the design intent and construction materials. The construction drawings shall be provided as 24" X 36" PDF's.

6.9. **90% Technical Specifications** - BA shall prepare full-length MasterSpec format technical specification (Phases I and II) of applicable Division 00 through Division 33 sections for the proposed improvements. This shall be provided to the City as 8 1/2" X 11" PDF's.

6.10. **90% CD's FGBC Tracking and Reporting & Energy Modeling** - BA shall prepare an updated excel document correlating FGBC strategies, FGBC design phase documentation, required actions and ongoing tracking of compliance with the established criteria standards and energy modeling.

6.11. **90% Review and Comment on GMP (Cost Estimate)** - BA shall review the project cost provided by the CM@Risk Contractor and provide comments to the City on the Estimate. BA shall not be responsible for the accuracy of the cost estimate prepared by the CM@Risk Contractor. Changes to plans derived from significant changes to the project program shall be billed as additional services.

6.12. **90% CD's CM@Risk Costing Coordination** - BA shall coordinate the project scope based on the input from the CM@Risk contractor. BA shall modify drawings to indicate work either modified or removed from scope due to costs.

6.13. **90% Milestone Updated Project Design Schedule** - BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.

6.14. **90% Construction Drawings Review Meeting & Preparation of Meeting Minutes** - BA shall participate in one (1) review meeting with the City to discuss their comments on the 90% CD's, and associated CM@Risk cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed-to fee. BA shall prepare and distribute meeting minutes.

Deliverables for Task 6.0 Construction Documents – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" x 36" PDF set of 60% CD's
- One (1) 8 1/2" X 11" PDF set of 60% Technical Specifications
- One (1) 8 1/2" X 11" PDF of the 60% Opinion of Probable Cost
- One (1) 8 1/2" X 11" PDF of the 60% CM@Risk Cost Analysis
- One (1) 8 1/2" X 11" PDF of 60% CD's Review Meeting Minutes
- One (1) 11" X 17" PDF of 60% updated Project Schedule
- One (1) 8 1/2" X 1" PDF of the 60% update Excel documents FGBC certification.
- One (1) 24" x 36" PDF set of 90% CD's
- One (1) 8 1/2" X 11" PDF set of 90% Technical Specifications
- One (1) 8 1/2" X 11" PDF of the 90% CM@Risk Cost Analysis
- One (1) 8 1/2" X 11" PDF of 90% CD's Review Meeting Minutes
- One (1) 11" X 17" PDF of 90% updated Project Schedule
- One (1) 8 1/2" X 1" PDF of the 90% updated Excel document for FGBC certification.

TASK 7.0 — REGULATORY PERMIT REVIEW

7.1. **Regulatory Permit Review** - BA shall prepare and submit the following regulatory permit applications including:

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- Health Department of Domestic Water Permit
- DERM Wastewater Sewer Permit
- FDOT Driveway Connection Permit
- FDOT Drainage Connection Permit
- FDOT Utility Permit
- City of North Miami Public Works Engineering Permit
- Sewer Allocation Permit – Miami Dade County

Deliverables for Task 7.0 Regulatory Permit Review – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" PDF of each permit application for the above agencies/departments.

TASK 8.0 — CM@RISK GMP COORDINATION & FINAL CONTRACT DOCUMENTS

8.1. **100% Construction Drawings** - Based on the approved final 90% CD's, BA shall prepare 100% construction drawings (Phases I and II) including architectural plans and details, civil engineering plans and details, structural plans and details, mechanical, electrical and plumbing plans and details, aquatic engineering plans and details, tree disposition plans and details, landscape plans and details and irrigation plans and details. Drawings shall communicate the design intent and construction materials. The construction drawings shall be provided as 24" X 36" PDF's.

8.2. **100% CD's FGBC Tracking and Reporting** - BA shall prepare an updated excel document correlating FGBC strategies, FGBC design phase documentation, required actions and ongoing tracking of compliance with the established standard criteria.

8.3. **100% Technical Specifications** - BA shall prepare full-length MasterSpec format technical specification of applicable Division 00 through Division 33 sections for the proposed improvements. This shall be provided to the City as 8 ½" X 11" PDF's.

8.4. **100% CD's Schedule of Values** - BA shall prepare a detailed schedule of values for components called out in Phase 1 of the construction drawings. (This does not include tabulation of any quantities). The intent is for the City to provide this to the CM@Risk for preparation of the Guaranteed Maximum Price (GMP).

8.5. **100% Construction Drawings Review Meeting & Preparation of Meeting Minutes** - BA shall participate in one (1) review meeting with the City to discuss their comments on the 100% CD's, and associated CM@Risk cost analysis. BA shall prepare and distribute meeting minutes.

8.6. **CM@Risk Bidding and GMP Assistance** - BA shall provide assistance during the bidding phase of the project to the City and the CM@Risk Contractor for any questions regarding the plans.

8.7. **100% Review and Comment on GMP (Cost Estimate)** - BA shall review the project cost (GMP) provided by the CM@Risk Contractor and provide comments to the City. BA shall not be responsible for the accuracy of the GMP prepared by the CM@Risk Contractor.

8.8. **Drawing and Specifications Revisions** - BA shall respond in writing to CM@Risk questions. If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate drawings.

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8.9. **Signed and Sealed CD's for Building Department Review Process** - BA shall provide the City with signed and sealed prints (24" X 36") of the final 100% construction drawings for Building Department Review.

8.10. **DERM / RER and City of North Miami Building Department Permitting, Drawing Revisions & Comment Review** - BA shall work with the CM@Risk to address building department comments including attending three (3) meetings, drawing revisions and written responses to comments.

8.11. **Final CD's and Technical Specifications Issued for Construction** - BA shall provide the City with signed and sealed plans of the final 100% construction drawings and specifications.

Deliverables for Task 8.0 CM@Risk Coordination & Final Contract Documents – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 1/2" X 11" PDF's of RFI Responses
- Four (4) 24" X 36" signed and sealed sets of 100% Construction Drawings
- One (1) 24" x 36" PDF set of 100% CD's
- One (1) 8 1/2" X 11" PDF set of 100% Technical Specifications
- One (1) 8 1/2" X 11" PDF file of the schedule of values based on 100% construction drawings
- One (1) 8 1/2" X 11" PDF of 100% CD's Review Meeting Minutes

TASK 9.0 — CONSTRUCTION ADMINISTRATION SERVICES (PHASE I)

9.1. **Submittal Review** - BA shall review and comment on shop drawings, samples, and other data and reports, which the selected Contractor is required to submit for review. BA shall return review submittals to Contractor within fourteen (14) business days after receipt. This review shall only be for conformance with the design concept of the project and compliance with the information provided on the contract documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. It is assumed that the shop drawings shall be handled through digital means, such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange or ProCore).

9.2. **Responses to RFI's** - BA shall respond to and provide clarifications and interpretations of the contract documents as needed and requested by the CM@Risk or City. BA shall return RFI's to Contractor or City within ten (10) business days after receipt. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange or ProCore).

9.3. **Pay Application Review** - BA shall review and comment on up to twelve (12) pay applications provided by the CM@Risk Contractor.

9.4. **Site Visits / Field Reports and Construction Coordination Meetings (24 Total)** - For the duration of the assumed fourteen (12) month construction period, BA shall perform site visits and/or attend site construction meetings (2) two times each month during the period of construction. During these site visits/ meetings, BA shall become familiar with the progress and quality of the CM@Risk's work and determine if said work is generally proceeding in accordance with the contract documents and be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the contract documents. BA shall not be responsible for scheduling or coordinating meetings with the Contractor or for producing minutes afterward. The number of construction visits/onsite meetings by discipline during the anticipated 12-month construction period is as follows:

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- Project Management/Landscape Architecture (24)
- Architecture (7)
- Civil Engineering (6)
- Electrical Engineering (4)
- Structural Engineering (4)
- FGBC Certification (4)
- Irrigation Design shall be handled by the BA landscape architect
- There are no services included from E Sciences during construction

All site meetings noted above are included in the 24 site visits for the project during construction. Should the construction period extend beyond 12 months, at no fault of BA or our sub-consultants, BA shall negotiate additional services for continued CA Services for the extended construction period.

9.5. **Substantial Completion Walkthrough & Punch-List Preparation** - BA shall visit the site one (1) time with the City to conduct a substantial completion walkthrough to determine if the completed work under Phase I by the CM@Risk Contractor is in general accordance with contract documents and shall provide a comprehensive punch list of outstanding issues that need to be completed/corrected. This service shall be completed in addition to the Site Visits and Meetings Task.

9.6. **Final Completion and Walkthrough** - BA shall visit the site one (1) time with the City to conduct/complete a final Completion walkthrough to determine if the completed work under Phase I by the Contractor is in general accordance with contract documents and that all punch-list items have been resolved. BA shall provide a final completion notice to the City once the project is deemed to be in full accordance with the contract documents. This service shall be completed in addition to the Site Visits and Meetings Task. Additional walkthroughs required due to the Contractor's inability to complete all punch list items the first time shall be provided as an additional service for an agreed-to fee.

Deliverables for Task 9.0 Construction Administration Services (PHASE I) – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" PDF Copies of each reviewed submittal
- One (1) 8 ½" X 11" PDF of Field Reports for each site visit
- One (1) 8 ½" X 11" PDF Responses to RFI's
- Twelve (12) 8 ½" X 11" PDF's of Reviewed Pay Applications
- One (1) 8 ½" X 11" PDF of Substantial Completion Punch List
- One (1) 8 ½" X 11" PDF of Final Completion Notice.

TASK 10.0 — PROJECT CLOSEOUT (PHASE I)

10.1. **Project Closeout Coordination Meeting & Preparation of Meeting Minutes** - BA shall meet with the City and CM@Risk Contractor to review

10.2. **Equipment and Systems Testing and Adjusting** - Operating equipment and systems shall be performance tested in the presence of BA to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by BA. All equipment contained in the work, plus all other components necessary to enable the City to operate the facility in a manner that was intended, shall be complete in order to be considered acceptable.

10.3. **Permit Certifications to Regulatory Agencies & Permit Close-Out (8 Agencies/Departments)** - BA shall review as-built documentations provided by the CM@Risk and compare built conditions to the design approved by regulatory agencies. Deviations from the permitted designs shall be reported to the CM@Risk

for correction. Once BA is satisfied that the improvements match the regulatory approval, BA shall certify to the agency as such.

10.4. **FGBC Certification Fee** - BA shall arrange payment of the Certification Fee to the Florida Green Building Coalition for access to the application process. City shall pay all fees.

10.5. **Demonstrations and Training & Meeting Minutes** - BA shall conduct one (1) on-site meeting to demonstrate the operations of the equipment installed as part of this contract. BA shall train City staff to operate the equipment during the on-site meeting. BA shall prepare and distribute meeting minutes.

10.6. **Preparation of “As-Built” Record Drawings** - BA shall review the record drawings provided by the CM@Risk Contractor and provide comments, required corrections or changes. Once the Contractor markups are correct and match the built project, BA shall prepare record drawings and provide them to the City in 24" X 36" PDF format.

10.7. **Operations and Maintenance Manuals** - BA shall provide the City with all applicable operations and maintenance manuals pertaining to equipment installed on this project.

Deliverables for Task 10.0 Project Closeout (PHASE I) – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 1/2" X 11" PDF copy of minutes for the Project Close-Out Coordination Meeting
- One (1) 8 1/2" X 11" PDF copy of all operations and maintenance manuals
- One (1) 8 1/2" X 11" PDF copy of minutes for the on-site demonstrations and training meeting
- One (1) 24" x 36" PDF copy of As-Built record drawings

TASK 11.0 — ONE-YEAR WARRANTY WALKTHROUGH (PHASE I)

11.1. **One-Year Warranty Walkthrough** - One year after the time of final acceptance by the Client, BA shall perform (1) one warranty walkthrough to identify and determine if any product, item or installation is in non-conformance with the contract documents and warranties provided by the CM@Risk contractor under the scope of Phase I. BA's review shall be limited to a visual inspection and BA shall not be responsible for any conditions not visible. Any component that is buried or not visible, such as underground utilities or utilities within the walls shall not be part of this review.

11.2. **Preparation of One-Year Walkthrough Punch-List** - BA shall prepare a comprehensive list of outstanding issues that need to be corrected by the CM@Risk following the one-year warranty walkthrough based on the Phase I scope of work.

11.3. **Warranty Punch List Completion Walkthrough** - Following written notice by the CM@Risk Contractor that all items on the punch list have been addressed per the punch-list provided in 11.2, BA shall visit the site one (1) time to conduct a final walkthrough on the site. Additional walkthroughs required due to the Contractor's inability to complete all punch list items the first time shall be provided as an additional service for an agreed-to fee. BA shall only verify the completion of those items visible during the walkthrough.

Deliverables for Task 11.0 (PHASE I) – One Year Warranty Walkthrough – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 1/2" X 11" PDF copy of the One Year Walkthrough punch list.
- One (1) 8 1/2" X 11" PDF copy of the final confirmation of completion of punch-list items.

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TASK 12.0 — ENVIRONMENTAL SERVICES

See attached scope for proposed environmental services. (Attachment A)

TASK 13.0 — PUBLIC OUTREACH (PHASE I)

Public outreach will be an ongoing work effort throughout the project timeline including during construction through to final walkthrough. The scope of the public outreach in Phase I includes:

- Direct Mail will be sent out three (3) times during Phase I to every household in the City.
- Outreach Street Educators will occur one (1) time during the first month of construction and twice per month during the last four months of construction. A total of nine (9) times.
- Fixed Site/Venue based Outreach will occur four (4) times.
- Drop off Site Outreach will occur two (2) times during Phase I.
- A Social Media campaign will be conducted with regular updates throughout Phase I.
- Radio and/or Television Advertisements will occur five (5) times during Phase I.

Deliverables for Task 13.0 – Public Outreach (Phase I) – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" PDF copy of all direct mail information
- One (1) 8 ½" X 11" PDF copy of any information distributed to the community during Fixed Site/Venue based Outreach.
- One (1) 8 ½" X 11" PDF copy of any information/advertising distributed on social media
- One (1) digital copy of all radio and television ads/productions.

TASK 14.0 — CM@RISK GMP COORDINATION (PHASE II)

- 14.1. **100% CD's Schedule of Values** - BA shall prepare a schedule of values for components called out in Phase II of the construction drawings. This does not include a quantity take-off. The intent is for the City to provide this to the CM@Risk for preparation of their Guaranteed Maximum Price (GMP)
- 14.2. **100% Construction Drawings Review Meeting & Preparation of Meeting Minutes** - BA shall participate in one (1) review meeting with the City to discuss the CM@Risk cost analysis of Phase II. BA shall prepare and distribute meeting minutes.
- 14.3. **CM@Risk Bidding GMP Assistance** - BA shall provide assistance during the bidding phase for Phase II of the project to the City and the CM@Risk Contractor for any questions regarding the plans.
- 14.4. **100% Review and Comment on GMP (Cost Estimate)** - BA shall review the project cost (GMP) for Phase II provided by the CM@Risk Contractor and provide comments to the City. BA shall not be responsible for the accuracy of the GMP prepared by the CM@Risk Contractor nor be responsible for providing costs.
- 14.5. **Drawing and Specifications Revisions** - BA shall respond in writing to CM@Risk questions. If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate drawings.

Deliverables for Task 14.0 – CM@Risk GMP Coordination (Phase II) – As a result of this task, BA shall deliver the following to the City:

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- One (1) 8 1/2" X 11" PDF's of RFI Responses
- Four (4) 24" X 36" signed and sealed sets of 100% Construction Drawings for Phase II
- One (1) 24" x 36" PDF set of 100% CD's for Phase II
- One (1) 8 1/2" X 11" PDF set of 100% Technical Specifications for Phase II
- One (1) 8 1/2" X 11" PDF file of the schedule of values based on 100% construction drawings
- One (1) 8 1/2" X 11" PDF of 100% CD's Review Meeting Minutes
- One (1) 8 1/2" X 11" PDF copy of comments on CM@Risk cost estimate

TASK 15.0 — CONSTRUCTION ADMINISTRATION SERVICES (PHASE II)

15.1. **Submittal Review** - BA shall review and comment on shop drawings, samples, and other data and reports, which the selected Contractor is required to submit for review. BA shall return review submittals to Contractor within fourteen (14) business days after receipt. This review shall only be for conformance with the design concept of the project and compliance with the information provided on the contract documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. It is assumed that the shop drawings shall be handled through digital means, such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange or ProCore).

15.2. **Responses to RFI's** - BA shall respond to and provide clarifications and interpretations of the contract documents as needed and requested by the CM@Risk or City. BA shall return RFI's to Contractor or City within ten (10) business days after receipt. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange or ProCore).

15.3. **Pay Application Review** - BA shall review and comment on up to seven (7) pay applications provided by the CM@Risk Contractor.

15.4. **Site Visits / Field Reports and Construction Coordination Meetings (14 Total)** - For the duration of the assumed seven (7) month construction period, BA shall perform site visits and/or attend site construction meetings (2) two times each month during the period of construction. During these site visits or meetings, BA shall become familiar with the progress and quality of the CM@Risk's work and determine if said work is generally proceeding in accordance with the contract documents and be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the contract documents. BA shall not be responsible for scheduling or coordinating meetings with the Contractor or for producing minutes afterward. The number of construction visits/onsite meetings by discipline during the anticipated 7-month construction period is as follows:

- Project Management/Landscape Architecture (14)
- Architecture (3)
- Civil Engineering (2)
- Electrical Engineering (1)
- Structural Engineering (1)
- FGBC Certification (2)
- Irrigation Design shall be handled by the BA landscape architect.
- There are no services included from E Sciences during construction

All site meetings noted above are included in the 14 site visits for the project during construction. Should the construction period extend beyond 7 months, at no fault of BA or our sub-consultants, BA shall negotiate additional services for continued CA Services for the extended construction period.

15.5. **Substantial Completion Walkthrough & Punch-List Preparation** - BA shall visit the site one (1) time with the City to conduct a substantial completion walkthrough to determine if the Phase II completed work by the CM@Risk Contractor is in general accordance with contract documents and shall provide a comprehensive punch list of outstanding issues that need to be completed/corrected. This service shall be completed in addition to the Site Visits and Meetings Task.

15.6. **Final Completion and Walkthrough** - BA shall visit the site one (1) time with the City to conduct/complete a final Completion walkthrough to determine if the completed work under Phase II, by the Contractor is in general accordance with contract documents and that all punch-list items have been resolved. BA shall provide a final completion notice to the City once the project is deemed to be in full accordance with the contract documents. This service shall be completed in addition to the Site Visits and Meetings Task. Additional walkthroughs required due to the Contractor's inability to complete all punch list items the first time shall be provided as an additional service for an agreed-to fee.

Deliverables for Task 15.0 Construction Administration Services (PHASE II) – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 1/2" X 11" PDF copy of each reviewed submittal
- One (1) 8 1/2" X 11" PDF Field Report for each site visit
- One (1) 8 1/2" X 11" PDF response to RFI's
- Seven (7) 8 1/2" X 11" PDF copies of Reviewed Pay Applications
- One (1) 8 1/2" X 11" PDF of Substantial Completion Punch List
- One (1) 8 1/2" X 11" PDF of Final Completion Notice.

TASK 16.0 — PROJECT CLOSEOUT (PHASE II)

16.1. **Project Closeout Coordination Meeting & Preparation of Meeting Minutes** - BA shall meet with the City and CM@Risk Contractor to review

16.2. **Equipment and Systems Testing and Adjusting** - Operating equipment and systems shall be performance tested in the presence of BA to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by BA. All equipment contained in the work, plus all other components necessary to enable the City to operate the facility in a manner that was intended, shall be complete in order to be considered acceptable.

16.3. **Permit Certifications to Regulatory Agencies & Permit Close-Out (8 Agencies/Departments)** - BA shall review as-built documentations provided by the CM@Risk and compare built conditions to the design approved by regulatory agencies. Deviations from the permitted designs shall be reported to the CM@Risk for correction. Once BA is satisfied that the improvements match the regulatory approval, BA shall certify to the agency as such.

16.4. **FGBC Commissioning & Indoor Air Quality Testing** - E.C.S.G. shall provide sampling and laboratory analysis of indoor environmental air quality measurements and conditions throughout the Project. E.C.S.G. will measure, monitor and report on the following indoor air quality concerns; Volatile Organic Compounds, VOCs, C02, CO, %RH, Dewpoint, Temperature, Formaldehyde (HCHO), Toxic Gases, Particulates, and Airspeed. This scope of work is intended to provide added assurance that occupants will not be subjected to elevated pollutants associated with new building materials or with construction; pollutants that may detrimentally impact the productivity and long-term health of the occupants and is eligible for 1 point under the LEED.C. program.

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E.C.S.G. will use the Advanced Sense / Direct Sense / Wolf Pack IAQ PLUS equipment, a highly efficient Screening Tool for all IAQ Air Testing. E.C.S.G. will document each measurement location with text, graphics, photo, and/or time-stamped event notes.

The following concepts will be addressed during site visits, sampling, and ongoing reporting:

- Optimize the balance between ventilation energy efficiency and occupant performance (and health).
- Establish baseline data & respond immediately to complaints.
- Test conditions before and after building modifications.
- Track down (bloodhound) pollutant sources.

16.5. **FGBC Certification Fee** - BA shall arrange payment of the Certification Fee to the Florida Green Building Coalition for access to the application process. City shall pay all fees.

16.6. **Demonstrations and Training & Meeting Minutes** - BA shall conduct one (1) on-site meeting to demonstrate the operations of the equipment installed as part of this contract. BA shall train City staff to operate the equipment during the on-site meeting. BA shall prepare and distribute meeting minutes.

16.7. **Preparation of “As-Built” Record Drawings** - BA shall review the record drawings provided by the CM@Risk Contractor and provide comments, required corrections or changes. Once the Contractor markups are correct and match the built project, BA shall prepare record drawings and provide them to the City in 24" X 36" PDF format.

16.8. **Operations and Maintenance Manuals** - BA shall provide the City with all applicable operations and maintenance manuals pertaining to equipment installed on this project.

Deliverables for Task 16.0 Project Closeout (PHASE II) – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 1/2" X 11" PDF copy of minutes for the Project Close-Out Coordination Meeting
- One (1) 8 1/2" X 11" PDF copy of all operations and maintenance manuals
- One (1) 8 1/2" X 11" PDF copy of minutes for the on-site demonstrations and training meeting
- One (1) 24" x 36" PDF copy of As-Built record drawings

TASK 17.0 — ONE-YEAR WARRANTY WALKTHROUGH (PHASE II)

17.1. **One-Year Warranty Walkthrough** - One year after the time of final acceptance by the Client, BA shall perform (1) one warranty walkthrough to identify and determine if any product, item or installation is in non-conformance with the contract documents and warranties under the scope of Phase II provided by the CM@Risk contractor. BA's review shall be limited to a visual inspection and BA shall not be responsible for any conditions not visible. Any component that is buried or not visible, such as underground utilities or utilities within the walls shall not be part of this review.

17.2. **Preparation of One-Year Walkthrough Punch-List** - BA shall prepare a comprehensive list of outstanding issues that need to be corrected by the CM@Risk following the one-year warranty walkthrough for Phase II.

17.3. **Warranty Punch-List Completion Walkthrough** - Following written notice by the CM@Risk Contractor that all items on the punch list have been addressed per the punch-list provided in 11.2, BA shall visit the site one (1) time to conduct a final walkthrough on the site. Additional walkthroughs required due to the Contractor's inability to complete all punch list items the first time shall be provided as an additional service for an agreed-to fee. BA shall only verify the completion of those items visible during the walkthrough.

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Deliverables for Task 17.0 – One Year Warranty Walkthrough (PHASE II) – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" black and white PDF copy of the One Year Walkthrough punch list.
- One (1) 8 ½" X 11" black and white PDF copy of the final confirmation of completion of punch-list items.

TASK 18.0 — PUBLIC OUTREACH (PHASE II)

Public outreach will be an ongoing work effort throughout the project timeline including during construction through to final walkthrough. The scope of the public outreach in Phase II includes:

- o Direct Mail will be sent out two (2) times during Phase II to every household in the City.
- o Outreach Street Educators will occur six (6) times during Phase II construction.
- o Fixed Site/Venue based Outreach will occur two (2) times.
- o Drop off Site Outreach which will occur two (2) times.
- o A Social Media campaign will be conducted with regular updates throughout Phase II.
- o Radio and/or Television Advertisements will occur two (2) times.

Deliverables for Task 18.0 – Public Outreach (Phase II) – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" PDF copy of all direct mail information
- One (1) 8 ½" X 11" PDF copy of any information distributed to the community during Fixed Site/Venue based Outreach.
- One (1) 8 ½" X 11" PDF copy of any information/advertising distributed on social media.
- One (1) digital copy of all radio and television ad/productions.

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COMPENSATION

Tasks 1.0 through 18.0 – BA shall invoice the City a lump sum (LS) fee for Tasks 1.0 through 18.0 as follows:

TASK 1.0	SURVEY AND MAPPING	\$	23,830.00	LS
TASK 2.0	PROJECT INITIATION.....	\$	17,130.00	LS
TASK 3.0	SCHEMATIC DESIGN	\$	88,133.00	LS
TASK 4.0	SUBSURFACE EXPLORATION & REPORTING	\$	13,559.00	LS
TASK 5.0	DESIGN DEVELOPMENT	\$	154,483.00	LS
TASK 6.0	CONSTRUCTION DOCUMENTS.....	\$	274,210.00	LS
TASK 7.0	REGULATORY PERMIT REVIEW	\$	22,070.00	LS
TASK 8.0	CM@RISK GMP COORDINATION & FINAL CONTRACT DOCUMENTS.....	\$	117,154.00	LS
TASK 9.0	CONSTRUCTION ADMINISTRATION SERVICES (PHASE I) (12 MONTHS)....	\$	132,304.00	LS
TASK 10.0	PROJECT CLOSEOUT (PHASE I).....	\$	52,500.00	LS
TASK 11.0	ONE-YEAR WARRANTY WALKTHROUGH (PHASE I)	\$	9,100.00	LS
TASK 12.0	ENVIRONMENTAL SERVICES.....	\$	22,690.00	LS
TASK 13.0	PUBLIC OUTREACH (PHASE I)	\$	74,750.00	LS
TASK 14.0	CM@RISK GMP COORDINATION (PHASE II)	\$	20,000.00	LS
TASK 15.0	CONSTRUCTION ADMINISTRATION SERVICES (PHASE II) (7 MONTHS)....	\$	37,716.00	LS
TASK 16.0	PROJECT CLOSEOUT (PHASE II).....	\$	12,980.00	LS
TASK 17.0	ONE-YEAR WARRANTY WALKTHROUGH (PHASE II)	\$	2,070.00	LS
TASK 18.0	PUBLIC OUTREACH (PHASE II)	\$	32,800.00	LS
CONTINGENCY FUNDS.....		\$	57,450.00	
TOTAL:	\$	\$	1,164,929.00	LS

NOTE: Fees indicated above for Tasks 14.0, 15.0, 16.0, 17.0 and 18.0 (Phase II) are valid only if construction of Phase II begins within twelve (12) months of Final Acceptance of Phase I. If construction occurs after twelve months, the fees for these tasks shall be reviewed and adjusted by BA with current rates.

SERVICES NOT INCLUDED

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

1. Special structural inspections
2. Revit or BIM services (beyond the buildings)
3. 3D renderings, sketch up models or videos
4. Any permitting Fees
5. 90 and 100% Opinions of Probable Cost Estimates
6. Material testing (concrete cylinders shall be by the contractor)
7. Updated rendered site plans after the Schematic Design plans are provided to the City
8. The following design of any specialty engineered items shall be the responsibility of the contractor and/or their subs/vendors which are delegated and typically provided by the manufacturer's specialty engineer, which include, but is not limited to: concrete tilt wall panels, heavy timber framing and connections, wood trusses; light gauge steel trusses; steel joists and girders, windows, doors and their attachments; light gauge framing, precast concrete members; aluminum framed items, fabric structures, etc.
9. Structural design of sheathing, shoring, scaffolding, formwork, temporary bracing, and other means and methods related design which is the responsibility of the contractor.
10. Traffic Studies or traffic signal design
11. Fees associated with FGBC credit appeals
12. Costs for FGBC plaque
13. Blower Door tests

Cagni Park
Bermello Ajamil & Partners, Inc. Scope and Fee
November 26, 2019
Revised: February 5, 2021

14. FGBC registration fees
15. FGBC certification fees
16. Additional Meetings to the meetings described above
17. Land-use changes, rezoning or special use permits
18. Expert testimony
19. Evaluation of the qualifications of bidders or persons providing proposals
20. Aerials
21. LEED building design certification
22. Any permitting associated with wetland impacts, protected species, or hazardous materials
23. Any testing by BA or E Sciences based on environmental requirements
24. Dewatering plan or an engineering control and maintenance plan by BA or E Sciences
25. Any on-site observation during construction by E Sciences
26. Detailed list of project program quantities
27. MOT
28. Civil design & permitting does not cover any work on the "Arch Creek Elementary Site"

CAGNI PARK NORTH SITE

Design & Construction Schedule PHASE 1



UPDATED 2-10-21



Task Description		Task Duration	Dec-20	Mar-21	Apr-21	May-21	1-Jun	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Nov-22	Dec-22	Jan-23	Dec-23
TASK 1.0	SURVEY AND MAPPING (SURVEY COMPLETED)	2 WEEKS																	
TASK 2.0	PROJECT INITIATION	5 WEEKS																	
TASK 3.0	SCHEMATIC DESIGN	6 WEEKS																	
TASK 4.0	SUBSURFACE EXPLORATION AND REPORTING	5 WEEKS																	
TASK 5.0	DESIGN DEVELOPMENT	10 WEEKS																	
TASK 6.0	CONSTRUCTION DOCUMENTS	18 WEEKS																	
TASK 7.0	REGULATORY PERMIT REVIEW	15 WEEKS																	
TASK 8.0	CM @ RISK GMP COORDINATION & FINAL CONTRACT DOCUMENTS	5 WEEKS																	
TASK 9.0	CONSTRUCTION ADMINISTRATION	52 WEEKS (12 months)																	
TASK 10.0	PROJECT CLOSEOUT	5 WEEKS																	
TASK 11.0	ONE YEAR WARRANTY WALKTHROUGH	5 WEEKS																	
TASK 12.0	ENVIRONMENTAL	ONGOING																	
TASK 13.0	PUBLIC OUTREACH	ONGOING																	

NOTE: THIS SCHEDULE DOES NOT INCLUDE CLIENT REVIEW TIME

**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT**
**(RFQ #33-18-19; Architectural/Engineering (A/E) Services for Development of the Cagni Park
North Site)**

THIS PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT ("Agreement") is entered into this day of 5/28/2020 2020, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and Bermello Ajamil & Partners, Inc., a for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 2601 South Bayshore Drive, Suite 1000, Miami, FL 33133 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on May 6, 2019, the City of North Miami ("City") advertised *Request for Qualifications # 33-18-19, Architectural/Engineering (A/E) Services for Development of the Cagni Park North Site* ("RFQ"), for the purpose of retaining an experienced, licensed and insured professional firm to provide architectural/engineering services for the development of a new multi-purpose field, recreational facilities and ancillary improvements at the Cagni Park North site.

WHEREAS, the RFQ was administered in accordance with the State of Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statues (2015); and

WHEREAS, in response to the RFQ, Consultant submitted its sealed Qualifications for the provision of professional Architectural/Engineering and Consulting Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on September 10, 2019, the Mayor and City Council passed and adopted Resolution No. 2019-R-96, approving the selection of Consultant for the provision of Services on a continuing-contractual basis; and

WHEREAS, on February 11, 2020, the Mayor and City Council passed and adopted Resolution No. 2020-R-26, which authorized the City Manager to enter into an agreement with Consultant for the provision of architectural and engineering services for the Cagni Park Project.

WHEREAS, the City is in need of Architectural/Engineering services associated with the development of the Cagni Park North Site (collectively referred hereto as "Services"); and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1 "Architect/Engineer" "A/E" or "Architect" means the individual, partnership, corporation, association, joint venture, limited liability partnership, or any combination thereof, properly licensed and registered to practice architecture/engineering in the State of Florida, and obligated to perform the services outlined in this Agreement.

2.2 "Base Fee" means the amount of compensation mutually agreed upon for the completion of Basic Services.

2.3 "Basic Services" means those services designated as such in this Agreement.

2.4 "City Council" means the legislative body of City of North Miami.

2.5 "City" and/or "Owner" means City of North Miami, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, City's performance is pursuant to City's position as the owner of the Project. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to City as a party to this Agreement. For the purposes of this Agreement, "City" without modification shall mean City Manager or authorized designee, as applicable.

2.6 "Consultant" means the individual, partnership, corporation, association, joint venture, limited liability partnership, or any combination thereof, of properly registered professional architects, landscape architects and or engineers, which has entered into this Agreement to provide professional services to City.

2.7 "Contractor" means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with City for construction of the Project. Contractor may also be referred to as "Construction Manager at Risk" or "CMAR".

2.8 "Construction Budget" means that portion of the Project Budget allocated for the Construction Cost.

2.9 "Construction Cost" means the total cost of all elements of the Project designed or specified by the A/E, including the cost of furniture and fixed equipment. The Construction Cost does not include the compensation of the A/E, its sub-consultants or other costs that are the direct responsibility of the City.

2.10 "Project Manager" means the representative of the City who will be responsible for administrating the Project.

2.11 "Force Majeure" means an event as defined under Florida Statutes.

2.12 "Hourly Rates" means the effective direct expense to Consultant and/ or Sub-Consultant, on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

2.13 "Inspector" means an employee of City or of a consulting firm hired by City and assigned by City to make observations of work performed by a Contractor.

2.14 "Project" or "Work" means the Cagni Park North Site Project which is described in the RFQ but which is generally consisting of a development of a new multi-purpose field, recreational facilities and ancillary improvements at the Cagni Park North site, located between N.E. 135th Street and 137th Street from 8th Avenue to 9th Avenue.

2.15 "Notice-to-Proceed" means a duly authorized written letter or directive issued by the Project Manager or directing that Consultant to begin work on the Project.

2.16 "Pre-Construction Services Contractor" means the CMAR selected by the City to provide cost, scheduling, constructability reviews, value engineering and other services during the design of the project leading to the bidding phase and submittal of Guaranteed Maximum Price (GMP) for review and approval by the City.

2.17 "Professional Services" or " Services" means those services as provided in this Agreement and those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect' professional engineer, landscape architect, or registered surveyor or mapper in connection with his or her professional employment or practice. Services shall include all deliverables, documentation, attendance at meetings and other requirements of Consultant as provided in this Agreement. Services shall include the services and deliverables of all Sub-consultants hired by Consultant.

2.18 "Reimbursable Expenses" means those services authorized by City in addition to the Basic and Additional Services and consist of actual, direct expenditures made by Consultant and the Sub consultant(s).

2.19 "Sub-Consultant" means a person or organization of properly registered professional architects, landscape architects, engineers, registered surveyor or mapper, and/ or other professional specialty that has entered into a written agreement with Consultant to furnish specified professional services for the Project or task.

ARTICLE 3 - CONTRACT DOCUMENTS

3.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

3.1.1 The City's ***Request for Qualifications No. 33-18-19, Architectural/Engineering (A/E) Services for Development of the Cagni Park North Site*** attached hereto by reference;

3.1.2 Consultant's response to the RFQ ("Qualifications"), attached hereto by reference;

3.1.3 Resolution No. R-2020-R-26, passed and adopted by the Mayor and City Council on February 11, 2020, approving the selection of Consultant authorizing the execution of this Agreement for the provision of Services attached hereto as Exhibit "A";

3.1.4 Consultant's final negotiated and accepted proposal attached hereto as Exhibit "B";

3.1.5 Preliminary Schedule of design and construction milestones attached hereto as Exhibit "C";

3.1.6 Any additional documents, which are required to be submitted by Consultant under this Agreement.

3.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

3.2.1 Specific written direction from the City Manager or City Manager's designee.

3.2.2 This Agreement.

3.2.3 The RFQ.

3.2.4 The Proposal.

3.3 The Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or error found in the RFQ prior to Consultant submitting its Proposal or the right to clarify same, as stipulated in the RFQ, is waived.

ARTICLE 4 **PROJECT BACKGROUND, GOALS AND ESTIMATED COST**

4.1 Background

4.1.1 The purpose of this Agreement is to engage the services of a qualified and experienced architectural firm to provide the necessary architectural/engineering (A/E) services for the successful design and development of a new park, with multi-purpose field, aquatic complex and other ancillary improvements at the Cagni Park North site ("Project"), located within the City of North Miami (City) between N.E. 135th and 137th Streets and from 8th Avenue to 9th Avenue.

4.1.2 The Project site is located adjacent to the Arch Creek Elementary and North Miami Middle Schools campuses. Once completed, this recreational complex is intended to be used by both the City and the adjacent schools, in accordance with the Interlocal Agreement entered into by both parties.

4.1.3 The proposed scope of work planned for this Project includes, but is not limited to, the following:

- Multi-purpose field with synthetic turf (lighted).
- A 12,500 square feet recreation center (including aquatic facility restrooms and change rooms).
- Ancillary maintenance facility (1,000 sf).
- Olympic size swimming pool.
- Secondary learn to swim/warm-up pool.
- Children's multi-age playground with shade protection.
- Splash pad (associated with children's playground).
- Surface asphalt parking for 80 vehicles (lighted).
- Security fencing and miscellaneous park furniture, including benches and waste receptacles, bike racks, sidewalks and park lighting.
- Covered pavilions (3).
- Public art.

4.1.4 The Project is being funded by a collaboration of the City of North Miami, the School Board of Miami-Dade County, Florida, and Miami-Dade County through its "Building Better Communities" General Obligation Bond, as further described in the aforementioned Interlocal Agreement.

4.2 **Project Goals and Objectives**

4.2.1 The goal of this Project is to build a state of the art recreational facility, consistent with the project scope and budget, with an Olympic size aquatic center, designed to be user friendly and easily accessible for the enjoyment of the community, while also being sensitive to the adjacent neighborhood.

4.2.2 In addition, the overall design of the Project must also be aesthetically pleasing and functional, while at the same time meeting environmental and sustainability goals. Specifically, the A/E acknowledges and agrees to incorporate design strategies that meet or exceed Florida Green Building Coalition (FGBC) standards and meets requirements for minimum certification by the FGBC, including, but not limited to, the following design criteria:

- Native landscape materials requiring little or no irrigation.
- Bicycle racks to promote visitors to ride to the facility.
- One or more electric car charging stations.
- Use of construction materials with recycled content (e.g. carpeting, vinyl tile, etc.).
- Hurricane resistance glazing, door and roof systems.
- High Solar Reflectance Index on roofing material.
- Low flow plumbing fixtures.
- LED lighting, site lighting and interior lighting.
- High efficiency air conditioning equipment.
- VAV air conditioning and controls.
- Demand Control Ventilation.
- High efficiency water heating equipment.

4.2.3 The proposed multi-purpose synthetic turf field shall be designed in a manner that meets FGBC requirements and certification, which is also durable, easy to maintain, and delivers excellent safety and performance capabilities.

4.2.4 With regards to the aquatic complex, the goal is to build a facility designed to meet the stringent needs of competitive swimming, while also creating an inviting environment of fun and relaxation for the City's residents and visitors alike. Moreover, the design features must also incorporate elements intended to reduce the long-term maintenance and operational costs of the aquatic facility for the City.

4.3 **Estimated Construction Cost**

4.3.1 Following an extensive review and analysis by the City, in conjunction with the selected A/E and CMAR firms, of the proposed scope of work and preliminary cost estimates for the planned improvements, the City's construction budget for this Project is: **\$11,324,000.**

ARTICLE 5 **A/E'S SERVICES AND RESPONSIBILITIES**

5.1 The A/E shall exercise a high degree of care, diligence, skill and judgment in the performance of all services under this Agreement which shall be no less than that exercised by architects of similar reputation performing work for projects of a size, scope locality and complexity similar to this Project.

5.2 The A/E acknowledges the relationship of trust and confidence established between Architect and Owner by this Agreement. Accordingly, the Architect's acts shall be consistent with this relationship and shall further the interest of the Owner through efficient business administration and management and architectural design.

5.3 The A/E shall designate a principal of the firm reasonably satisfactory to the City who shall, so long as employed by A/E and acceptable to the City, remain in charge of architectural services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing by the City, which shall not be unreasonably withheld, prior to replacement.

5.4 The A/E and Owner's representatives shall review the preliminary schedule of design milestones attached hereto as Exhibit "C" and agree on a final design schedule prior to the commencement of services. The A/E shall routinely re-evaluate the established schedule and promptly notify Owner, in writing, of any actual or anticipated deviation of Architect's services from the schedule, whether or not the delay is caused by reasons other than the fault of the A/E. Any adjustments to the established time schedule shall be allowed only when approved in writing by the Owner. If approved, the Architect shall prepare and submit revised completion schedules to the Owner. However, if the delay is caused by reasons other than the fault of the A/E, the schedule shall be adjusted in the number of days equal to the number of days delay.

5.5 Except as otherwise expressly provided herein, the A/E is responsible for a complete design

of the Project and retention of all sub-consultants necessary in connection therewith. The A/E shall be responsible for the coordination of all drawings and design documents relating to A/E's design used on this Project, regardless of whether such drawings and documents are prepared directly by the A/E and expressly including design changes requested by the Owner. A/E shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through A/E and for their compliance with all applicable codes, ordinances, regulations, laws and statutes. To the extent Owner retains other consultants, the Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. 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. The Architect, however, shall not be responsible for any errors, omissions, inconsistencies or delays in the services provided by the Owner's consultants

5.6 The A/E shall assist the City in coordinating and responding to requests submitted by appropriate authorities and/or funding agencies whose interest bears on the design, cost and/or construction of the Project (e.g. the School District of Miami-Dade County).

5.7 The A/E shall attend Project meetings throughout the course of this Project in accordance with the frequency of meetings referenced in the A/E's negotiated proposal, attached hereto as Exhibit "B", but no less than two (2) meetings per month during the construction phase of the project. Moreover, the A/E shall be responsible for preparing and distributing minutes of meetings to all attendees and other appropriate parties within two (2) working days of the meeting in accordance with the A/E's negotiated proposal, attached hereto as Exhibit "B".

5.8 The Architect shall prepare, provide and issue documents, and otherwise assist the Owner in making application for building permits, regulatory approvals and any other permits or approvals normally required for projects similar to this Project in size, scope and complexity. Upon application for such permits, the Architect shall reply to all inquiries from governing agencies, shall make any necessary or appropriate changes to the Design Documents approved by Owner, and assist Owner in expediting the issuance of all such permits or approvals. The Architect shall keep Owner advised of all developments related to issuance of the permits, promptly provide Owner with copies of permit or approval related documents, and shall monitor the review schedule for consistency with the time schedule established for this Project.

5.9 The Architect's key personnel and sub-consultants for this Project as described in A/E's final proposal attached hereto as Exhibit "B" to this Agreement, shall remain assigned for the duration of the Project unless such representative voluntarily resigns from employment of Architect, is terminated by Architect, or is unable to work due to health, injury, disability or documented leave or otherwise agreed to in writing by Owner. Owner shall not unreasonably withhold approval of staff changes. Owner may require substitution of any personnel or sub-consultant provided that Owner has first notified Architect in writing and allowed a reasonable period for adjustments and/or corrections.

5.10 The Architect shall prepare drawings for each Phase, including but not limited to addenda, change orders, and record as-built drawings, utilizing a computer aided design and drafting ('CAD') system. Specifications shall be developed utilizing the Construction Specifications Institute (CSI) division numbers and titles mutually satisfactory to Owner and Architect.

5.11 The Owner has or intends to select a Construction Manager for this Project and the Architect agrees to cooperate and work collaboratively with the Construction Manager. The Owner may direct the A/E to recognize the Construction Manager as its representative for the performance of various duties which are otherwise defined as the responsibility of the Owner. Nothing in the CMAR Agreement with the Owner shall confer direct responsibility on the Construction Manager for the A/E's services, nor shall anything contained therein diminish A/E's responsibility for its services as set forth hereunder. Likewise, nothing in the CMAR Agreement shall confer direct responsibility on the A/E for the Construction Manager's services, nor shall anything contained therein diminish the Construction Manager's responsibilities for its services as set forth in the CMAR Agreement.

5.12 The A/E and the Construction Manager shall provide a monthly status report reflecting the progress of design documents and incorporating the CMAR's review comments, value engineering recommendations, constructability reviews, qualifications, clarifications, assumptions, exclusions and all other requirements into the A/E Design Documents.

5.13 The Architect shall review the estimated construction cost prepared by the selected CMAR during each design phase and shall provide written comments to the City. If the CMAR's estimated cost exceeds the Owner's Construction Budget for the Project, the Architect shall review the CMAR's proposed options to bring the cost of the Project on budget and shall provide the Owner with comments and recommendations regarding the cost overruns. In the event that the Owner makes changes to the project scope, the Architect and Owner shall agree on any adjustment, if any, to the Architect's fee.

5.14 The A/E shall become sufficiently familiar with the Construction Manager's GMP Proposal so as to reasonably understand the contents of the GMP Proposal and ultimately confirm to the best of the A/E's ability that the Construction Documents, when complete, reflect all qualifications, clarifications and assumptions contained within the GMP Proposal.

5.15 As the Architect of Record and Owner's representative, the A/E shall cooperate with the CMAR with regards to the development and review of the Construction Manager's GMP Proposal. Nonetheless, the sole responsibility for the actual preparation and submittal of the GMP Proposal rests only with the CMAR firm.

5.16 Upon completion of each phase, the Architect will provide the Owner with an updated project schedule and estimate of construction cost up to the end of the 60% construction drawing phase. In the event that there are any significant discrepancies between the A/E's estimate and the Project's estimated construction cost budget, the A/E agrees to work with the Owner and the selected CMAR firm to reconcile the difference in Project scope, cost and/or schedule.

5.17 The Architect shall, where appropriate, incorporate sustainable design principles in order to meet or exceed the requirements for minimum certification by the FGBC. Specifically, the Architect shall employ those principles pertaining to energy and water conservation and indoor environmental quality. Any energy modeling and/or studies needed to accomplish these principles and qualify for FGBC certification are included as part of the Architect's Basic Services.

5.18 The Architect shall use reasonable care and due diligence to incorporate design strategies consistent with FGBC guidelines. However, the A/E shall not be responsible for Contractor's failure to adhere to the Construction Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the Project scope made by the Owner without the direct participation and acknowledgment of the A/E.

5.19 The Architect at each stage of design review shall furnish and deliver to the Owner a complete set of printed copies of all Drawings, Specifications and basis of design, at its sole cost, in accordance with the agreed to list of documents outlined under Exhibit "B".

5.20 The Architect agrees to provide efficient management and to use the Architect's professional skill and care to design the Project in an expeditious and economical manner consistent with the interest of Owner.

5.21 The Owner is committed to engaging the community throughout the planning, design and construction phases of this Project. Accordingly, as part of its Basic Services, the Architect, through its Consultant, shall undertake a community outreach effort, through the use of community meetings and dissemination of information, with the goal of creating a sense of civic pride and participation in the development of this recreational/aquatic complex which will offer a full range of recreational activities for people of all ages.

5.22 In the event that there's a dispute between the A/E and the Owner regarding any service provided or to be provided hereunder by the A/E, including a dispute as to whether such service is a part of Basic Services or Additional Service, the A/E agrees to continue providing on a timely basis all services to be provided by the A/E hereunder, including any service as to which there is a dispute, with the exception of an Owner's failure to pay undisputed amounts due and owing to Architect, in which case Architect shall not be obligated to continue to perform services.

ARTICLE 6 **A/E BASIC SERVICES**

6.1 Schematic Design Documents

6.1.1 Based on the mutually agreed upon Project scope, schedule and estimated construction budget, the A/E shall prepare and submit for the Owner's approval Schematic Design Documents consisting of drawings and narrative descriptions necessary to describe the concept of the Project. The Schematic Design Documents shall be approved in writing by the Owner before being deemed acceptable.

6.1.2 The Architect shall develop and submit for review by the City alternative approaches for the design and construction of the Project. Moreover, the Architect shall

also prepare and review with the City, site use and layout alternatives, as well as 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, preliminary budgets, and possible economies of scale. The Architect's summary and conclusions shall be submitted to the City as part of the Schematic Design Documents.

6.1.3 The Architect shall schedule and conduct meetings as necessary to present, discuss, and finalize design elements with facility users and other Project team members. The A/E shall prepare and distribute meeting minutes and record all decisions.

6.1.4 The Architect shall coordinate and attend meetings as necessary with appropriate regulatory and permitting agencies having jurisdiction to approve the Project design (e.g. local and State building code officials, water, energy, accessibility, health, pollution control, environmental) and shall provide the City with meeting minutes and findings.

6.1.5 As a result of the A/E's research and analysis, the A/E shall prepare and provide any further evaluation or refinement of the proposed scope, budget and schedule requirements to the City for review and comments.

6.1.6 Upon completion of the Schematic Design phase, the Architect shall provide copies of the Schematic Design Documents to the City and selected CMAR for review and comments.

6.1.7 The A/E shall also confirm in writing that, to the best of their knowledge and belief, the proposed Project scope and requirements can be completed in accordance with the Owner's Estimated Cost and within the agreed to Project Schedule. If not, then the A/E shall notify the Owner in writing of the variances in scope, cost and schedule and shall submit alternatives for keeping the cost of the Project as budgeted, for review and approval by the City.

6.2 **Design Development Phase**

6.2.1 The Architect shall prepare and submit Design Development Documents based on the approved Schematic Design Documents, along with an updated budget for the estimated Project cost and schedule. 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 through the use of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall also include specifications that identify major materials and systems and establish in general their quality levels.

6.2.2 The Architect shall confirm 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. Moreover, the Architect shall also provide interior spaces drawn and elevated for review.

The Architect shall schedule and conduct meetings to present and discuss recommended material and finish selections with facility users and other Project team members. The A/E shall prepare and distribute meeting minutes and record all decisions.

The Architect shall also incorporate all sustainable design elements and products proposed for FGBC certification.

6.2.3 The Architect shall also prepare and submit for review by the City a detailed estimate of the cost of the work, along with the Design Development documents. The Architect's estimate shall include reasonable contingencies for price escalation and shall identify any variances from the original Project scope and budget, along with recommendations to reconcile said variances.

6.2.4 Upon completion of the Design Development phase, the Architect shall provide copies of the Design Development documents to the City and the selected CMAR for review and comments.

6.2.5 Unless otherwise approved by the City, the A/E shall not proceed to the next successive phase of design until the Design Development documents and variances, if any, are approved by the City. Any delay in this regard shall not entitle the A/E to additional compensation, however, any delay not the fault of the Architect shall extend the schedule in an equal number of days.

6.3 Construction Documents Phase

6.3.1 The Architect shall prepare and submit Construction Documents based on the approved Design Documents. The Construction Documents shall set forth in detail the requirements for construction of the Project and shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

6.3.2 Upon submittal of the 60%, 90% and 100% set of Construction Documents, the Architect shall participate in one (1) review meeting with the City to discuss their comments on the Construction Documents, and associated CMAR cost analysis in accordance with the A/E's negotiated proposal, attached hereto as Exhibit "B" The Architect shall prepare and distribute meeting minutes and record all decisions.

6.3.3 The Architect shall submit to the City and selected CMAR for review and comments check sets of Construction Documents when these Documents are 60% and 100% complete. The 60% and 100% check sets of Construction Documents must be approved in writing by the City.

6.3.4 The Architect shall also submit to the City a report identifying variances, if any, from the original Project scope, budget and schedule budget along with the 60% and 100% set of Construction Documents, accompanied by recommendations for keeping the Project on budget. Unless otherwise approved by the City in writing, the A/E shall not proceed to the next phase of services until the variances are reconciled.

6.3.5 The Architect shall identify construction-testing needs and provide the City and selected CMAR with a list of quality assurance testing for each specification division, defining the type of test and method, test frequency, test pass/fail tolerance, and action required for failed tests. This information shall be provided in the specification documents.

6.3.6 Upon completion and approval of Construction Documents, the A/E shall submit to the City and/or other permitting authorities the required number of sets of plans and specifications in order to expedite the process and time required for the selected CMAR to secure the building permit(s). Any revisions to the Construction Documents required for permitting shall be made by the A/E, at no additional cost.

6.4 Bidding and GMP Proposal Phase

6.4.1 In conjunction with the CMAR's preparation and development of the GMP, the A/E shall assist the Owner and coordinate with the CMAR by responding to questions about the plans and specifications, preparing and issuing addenda, attending pre-bid conferences and bid openings.

6.4.2 The A/E shall also assist the Owner by reviewing and evaluating the CMAR's GMP Proposal to confirm that it represents, to the best of the A/E's ability, a complete Project and by recommending acceptance/rejection of the Proposal and its qualifications, clarifications and/or assumptions, if any, contained therein.

6.4.3 In the event the GMP Proposal exceeds the final updated Project budget, the Owner reserves the right to exercise various options including, but not limited to, negotiating a lower price with the CMAR, accepting or rejecting the Proposal, or requiring the A/E to make changes to the Construction Documents. If so, the A/E shall be entitled to compensation for additional services which shall be negotiated and agreed upon with the Owner.

6.5 Construction Phase – Administration of the Construction Contract

6.5.1 The Construction Phase shall commence with the award of a Construction Contract to either the selected CMAR or other Contractor selected by the City and issuance of a Notice to Proceed (NTP) and terminates sixty (60) days after Final Payment to the Contractor is made, or when all of A/E's services have been satisfactorily performed, whichever occurs later.

6.5.2 The A/E shall review the Contractor's list of proposed sub-contractors for the Work, initial administrative submittals for Project Schedule, Schedule of Values and Submittal Schedule to establish appropriate bases for construction monitoring, payment processing, and system commissioning.

6.5.3 The A/E shall identify necessary revisions to the documents in writing to the Contractor and recommend acceptance of the documents by the Owner when appropriate.

The A/E shall review periodic updates of all schedules with Owner and Contractor to evaluate appropriateness.

6.5.4 The A/E shall have authority to act on behalf of the Owner to the extent provided in the Contract Documents. Duties, responsibilities and limitations of authority of the A/E shall not be modified without written acceptance of the Owner.

6.5.5 Site Visits. The Owner and Contractor will have weekly meetings during the construction period. The A/E shall visit the site in accordance with the A/E's negotiated proposal, attached hereto as Exhibit "B", but no less than twice per month during the entire construction period to observe the progress and quality of the Work and to determine in general if the Work is proceeding in conformance with the Contract Documents.

6.5.6 Each A/E sub-consultant shall visit the site at the direction of the A/E during construction activities related to the sub-consultant's discipline to observe the progress and quality of the Work and to determine in general if the Work is proceeding in conformance with the Contract Documents.

6.5.7 Based on its onsite observations, the A/E shall keep the Owner informed of the progress and quality of the Work, and shall make its best efforts to guard the Owner against defects and deficiencies in the Work of the Contractor. However, nothing herein shall be construed to require the Architect to make exhaustive or continuous on-site inspections nor alleviate the contractor and subcontractors from building in accordance with the contract documents.

6.5.8 The A/E shall notify the Owner and Contractor in writing of any portions of the work which A/E has observed as not being in conformity with the Construction Documents and make recommendations as to correction of the deficiencies or defects.

6.5.9 The A/E shall make its site representative available and shall consult with the Owner and Contractor on the occasion of all circumstances arising during the course of construction which would make such consultation in Owner's interests.

6.5.10 In addition to site visits for general observation, the A/E and its sub-consultants shall visit the site for specific purposes related to certification of progress payments, pre-installation meetings, start-up or mock-up reviews for significant work activities and for formal inspections of the Work as outlined in the Scope of Services. The A/E and its sub-consultants shall provide written reports of all site visits to the Owner and Contractor.

6.5.11 The A/E shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, sub-contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

6.5.12 The A/E shall at all times have access to the Work wherever it is in preparation or progress.

6.5.13 The A/E shall determine the amounts owing to the Contractor based on its periodic observations of Work placed at the site and on evaluations of the Contractor's Application for Payment, and shall coordinate its review and evaluation with the Owner's representatives, and shall certify Contractor's Application for Payment in an appropriate amount.

6.5.14 The certification of a Contractor's Application for Payment shall constitute a representation by the A/E to the Owner, based on the A/E's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the A/E's knowledge, information and belief, the quality of the Work is in accordance with the Construction Documents (subject to an evaluation of the Work for conformance with the Construction Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Construction Documents, to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the Contractor's Application for Payment); and that the Contractor is entitled to payment in the amount certified. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections nor alleviate the contractor and subcontractors from building in accordance with the contract documents, (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 Contractor's right to payment, or the A/E has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

6.5.15 The A/E shall be the interpreter of the technical requirements of the Construction Documents and the judge of the performance of the work of the Contractor. The A/E shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Construction Documents.

6.5.16 Interpretations and recommendations of the A/E shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in written or graphic form.

6.5.17 Subject to approval of the Owner, the A/E's decisions in matters relating to artistic effect shall be final if consistent with and reasonably inferable from the intent of the Construction Documents.

6.5.18 The A/E and its consultants shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, fabrication model(s),

Product Data and Samples, but only for conformance with the design concept of the Work set forth in the Construction Documents, and shall respond to Contractor's inquiries and questions and provide supplemental information as appropriate. Action on submittals shall be taken with reasonable promptness to cause no delay to the Contractor's scheduled progress, but in any event no more than fourteen (14) days after receipt. 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 Contractor's responsibility. The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The A/E's review shall not constitute approval of any construction means or methods. If the Contract Documents specifically require the Contractor 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 Contractor'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 concept expressed 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.

6.5.19 A/E shall clarify and interpret the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents and model views to amplify or explain portions of the Construction Documents.

6.5.20 A/E shall provide assistance in the review of the Contractor's requests for change orders or claims for additional time or costs, and make recommendations to Owner as to such requests or claims. The A/E shall inform Owner if a request for change order involves a change in scope.

6.5.21 A/E shall prepare revised Construction Documents, where appropriate, to illustrate and document the work required by ASIs, RFIs and approved Change Orders. All proposed changes to Drawings and Specifications, regardless of how initiated, shall be totally defined in the documents depicting them as to scope of work added, removed, or changed. Such revisions shall be clearly indicated and a current revision date shall be included. Changes to the Specifications shall be made by consecutively numbered and dated addenda. All changes to design documents or Specifications will be identified with date of change, revision number and other customary identification references. Areas changed on Drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

6.5.22 A/E and its sub-consultants shall conduct and participate in concealed space observations (in-wall and above ceiling), systems start-up observations, systems integration/operational demonstrations, Substantial Completion and pre-Final work observations to determine the dates of Substantial Completion, and Final Completion. In

association with each observation, A/E and its consultants shall prepare a list of items that A/E, its consultants and Owner have observed as deficiencies in the Work, requiring remedial work or replacement. The A/E shall assemble, transcribe and distribute the official punch list(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

6.5.23 A/E shall review, for conformance with the Construction Documents, Contractor's submission of guarantees and warranties.

6.5.24 The A/E and its consultants shall assist the Owner in checking Record Drawings derived from logs maintained by the Construction Manager during the course of the Work in association with certifying progress payments and shall review record documents for completeness and compliance with Contract requirements at Substantial Completion and at Final Completion of the Project. The A/E is not responsible for any errors and omissions in the information provided by others that are included in the Record Drawings.

6.5.25 A/E shall receive and review Contractor's submission of operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Contractor, shall require necessary revisions to same, and when acceptable under the terms of the CMAR Agreement, shall forward to Owner. The A/E shall certify final payment to the Contractor when the requirements of the CMAR Agreement have been met.

6.5.26 A/E shall throughout construction maintain and keep current the Construction Documents by incorporating all Addenda, RFIs, ASIs and Change Orders. Upon Final Completion of the construction, the A/E shall deliver copies to the Owner, as follows:

- Specifications: Provide two (2) electronic sets of final specifications incorporating all changes on disc type media or portable drive in PDF and MS Word format.
- Drawings: Provide two (2) electronic sets of final drawings incorporating all changes on disc type media or portable drive in DWG (references attached) and PDF format.
- Label all media indicating the project name and project number as well as an index file listing the contents on the media.
- All electronic documents shall be named according to Facility Design Guidelines.

6.5.27 A/E shall provide assistance to Owner through the commissioning consultant/agent for the purpose of advising and counseling Owner's personnel in the usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

6.5.28 A/E shall provide a milestone schedule that is acceptable to the Owner and shall be submitted on a monthly basis prior to submission of payment application, in conformance with the project milestone schedule, so that the desired design development schedule for the Project shall be maintained.

6.6 Construction Completion Phase

6.6.1 A/E shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 issue a final Certificate of Payment based on final inspection indicating the Work complies with the requirements of the Contract Documents. A/E's inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the Work.

6.6.2 The Architect shall obtain, review, approve and deliver to Owner written guarantees, manuals and instructions from Contractor as required by the Construction Documents upon completion of construction and prior to Final Acceptance.

6.6.3 The Architect and its sub-consultants shall correct the original Construction Documents to conform to the Contractor's project record documents incorporating all as-built changes in the Work, and provide same to Owner within two (2) months of Final Completion of the Project provided Architect receives Contractor's project record documents incorporating all as-built changes in the work at the time of final completion. Record drawings and specifications shall be submitted to Owner on a CD/DVD in CAD and PDF format for Owner's compliance review.

6.6.4 Upon request during the warranty period set forth in the Construction Contract, Architect shall assist Owner in identifying defects in the Project, determine corrective measures, and assist Owner in implementing corrective measures as required under the terms of the Construction Contract.

6.6.5 The A/E shall be available after final payment to advise the Owner regarding Warranty items and to review Warranty work during the Warranty period. The A/E shall also participate in the Project's one-year warranty inspection, including preparation of punch lists and inspection of corrected punch list items.

ARTICLE 7 **PAYMENTS FOR BASIC SERVICES**

7.1 Payment Schedule

7.1.1 As reflected in the A/E's final negotiated proposal attached hereto as Exhibit "B", the A/E's total fee for payment of Basic Services to be performed under this Agreement is **\$1,164,929**. Payments on account of the Basic Services performed by the A/E shall be made monthly, upon submission of an original signed invoice, limited to the proportion of services performed to date, in accordance with the following breakdown by tasks (activities) of the A/E's total compensation.

Task No.	Task Description	Fee Not-to-Exceed
1.0	Survey and Mapping	\$23,830.00
2.0	Project Initiation	\$17,130.00
3.0	Schematic Design	\$88,133.00
4.0	Subsurface Exploration & Reporting	\$13,559.00
5.0	Design Development	\$154,483.00
6.0	Construction Documents	\$274,210.00
7.0	Regulatory Permit Review	\$22,070.00
8.0	CM @ Risk GMP Coordination & Final Contract Documents	\$137,154.00
9.0	Construction Administration Services (14 Months)	\$170,020.00
10.0	Project Closeout	\$65,480.00
11.0	One Year Warranty Walkthrough	\$11,170.00
12.0	Environmental Services	\$22,690.00
13.0	Public Outreach	\$165,000.00
TOTAL		\$1,164,929.00

7.1.2 The Architect shall submit to the City for approval a copy of the Architect's monthly pay request format upon execution of the Agreement. Invoices shall be on a form approved by the City and are to be submitted in triplicate to the City's designated project representative.

7.1.3 In the event the A/E submits to the City invoices, statements, reports, etc., that are incomplete, inaccurate, or in need of substantial internal research, such action could result in delay of payment. The City shall not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the A/E.

7.1.4 The Architect's fee reflected above shall be considered full compensation for all of Architect's basic services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and submittal of deliverables or any other direct or indirect expenses incident to providing the Services. Except, as expressly set forth in the Agreement and Exhibit "B" there shall be no payment for extra costs or expenses.

7.1.5 The Architect understands and acknowledges that as a result of the Interlocal Agreement entered into by the City, the School Board of Miami-Dade County and Miami-Dade County, the A/E's requests for payment may be subject to review and approval by any of the parties to the Interlocal Agreement before actual payment can be issued. In the event that such a review is necessary, the City shall make every effort to collaborate with the reviewing party to expedite the approval and issuance of A/E payments.

7.2 Adjustment of Basic Services Compensation

7.2.1 Notwithstanding the foregoing, if any phase or phases of the A/E's Basic Services are deleted or otherwise not performed, or any portion of a phase, or any portion of the scope of the A/E's Basic Services are deleted or otherwise not performed, or at the City's sole discretion the project scope is increased or reduced from the scope of work described in Article 4 of this Agreement, then the fee for such portions of the A/E's Basic Services shall be adjusted based on the amount or proportion of services actually performed as agreed to by the A/E and the City and in the case of project scope increase, the Architect's fee shall be increased as agreed to by the A/E and the City.

7.3 Additional Services

7.3.1 Additional Services are those services which shall be provided if authorized or confirmed in writing by the Owner and for which compensation will be provided as agreed to by the A/E and the Owner.

7.3.2 Prior to commencing any Additional Service, the A/E shall prepare for acceptance by the Owner an Additional Services Proposal, in a format as directed by Owner, which shall describe in detail the nature or scope of the Additional Services, the basis upon which A/E has determined that such services are Additional Services, and which shall set forth the maximum amount of fees for which A/E is prepared to perform the Additional Services, together with a proposed schedule for the performances of the Additional Service. The A/E shall proceed only after written acceptance by Owner of the Additional Services Proposal. In addition, the A/E shall have no obligation to proceed until after written acceptance by Owner.

7.3.3 Upon acceptance by Owner, each Additional Services Proposal and the services performed by A/E pursuant to the Additional Services Proposal shall become part of this Agreement and shall be subject to all terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as Basic Services at the original execution of this Agreement.

7.4 Time of Performance

7.4.1 The A/E shall employ its best efforts, skill and care to ensure that its services are performed in an orderly manner and in accordance with the Project design schedule agreed to by the parties so that the A/E's design and construction documents are completed as scheduled, subject to changes in the Project scope and services caused by no fault of the A/E. In order to do so, the A/E shall ensure that sufficient personnel is utilized to accomplish A/E's services within the time limits set forth in the Project schedule.

7.4.2 The A/E shall make every reasonable effort to work closely with the selected Construction Manager in order to avoid any delays in the performance of the A/E's services due to lack of proper coordination with the CMAR's performance of its pre-construction services during the design phase of the Project.

ARTICLE 8 **OWNER'S RESPONSIBILITIES**

8.1 The Owner shall designate in writing the representative(s) authorized to act on its behalf with respect to this Agreement. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the A/E in order to avoid unreasonable delay in the orderly and sequential progress of the A/E's services. Such decisions, or the presence of such representative at the site, shall not at any time relieve the A/E, in whole or in part, from any duty or responsibility placed upon the A/E under the terms of this Agreement.

8.2 The Owner shall furnish information, approvals and services required as expeditiously as necessary for the orderly progress of the Work. The Architect shall promptly notify Owner in writing in the event orderly progress of the Work is disrupted by failure of Owner to provide such information, approvals or services.

8.3 Before any work is to begin under the terms of this Agreement, the Owner shall issue Architect a written Authorization to Proceed. Any work performed by Architect prior to receipt of the Authorization to Proceed shall be performed at Architect's risk.

8.4 The Owner will provide a preliminary project budget and schedule for the Project. The budget will include the Amount Available for the Construction Contract, contingencies for changes in the Work during construction, and other costs that are the responsibility of the Owner.

8.5 The Owner will review the A/E's design at the completion of the Schematic Design and Design Development phases and at completion of the stages of Construction Documents as described in Article 6. The Owner's approval of the documents must be in writing and no approval may be deemed given in the absence of written approval. The Owner may require the A/E to halt production during design review.

8.6 The Owner may employ one or more Construction Inspectors who shall be responsible for inspection of the Work, consisting of close, on-site examination of the materials, structure and equipment; and surveillance of the workmanship and methods used to insure that the Project is reasonably accomplished in accordance with the Construction Documents and best construction practices.

8.7 The Architect shall be entitled to rely on the completeness and accuracy of the information furnished to it by the Owner.

ARTICLE 9 **PERFORMANCE OF A/E SERVICES**

9.1 The Services to be performed hereunder shall be performed by Consultant's own staff and the Sub Consultants identified in this Agreement, unless otherwise approved in writing by City. Said approval shall not be construed as constituting an agreement between City and said other person(s) or firm.

9.2 Upon good cause, City may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by Consultant, or any Sub-consultants, or any personnel of any such Sub consultants engaged by Consultant to provide and perform Services pursuant to the requirements of this Agreement. Consultant shall respond to City within five (5) working days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by Consultant.

9.3 **Consultant's Key Staff.** The parties acknowledge that Consultant was selected by City, in part, on the basis of qualifications of particular staff identified in Consultant's response to City's solicitation, hereinafter referred to as "Key Personnel". Consultant shall ensure that Key Personnel are available for Services hereunder as long as said Key Personnel are in Consultant's or Sub-consultant's employ or such key personnel is not otherwise unable to work due to health, injury, disability or documented leave. Consultant will obtain prior written approval of the City to change Key Personnel. Consultant shall provide the City with such information as necessary to determine the suitability of proposed new Key Personnel. The City will act reasonably in evaluating Key Personnel qualifications.

9.4 **Errors and Omissions.** Consultant shall be responsible to promptly make corrections to Consultant's Services are found to contain discrepancies, errors or omissions. To the extent that such discrepancies, errors or omissions are the fault of Consultant, costs associated with corrections of Consultant's Services, and delays and/ or costs of the construction work resulting from, loss of use, increased costs of construction, cost for correction or replacement of construction work already performed, and damages associated with the Contractor's Services or the work of other Project participants, resulting from such discrepancies, errors or omissions shall be borne by Consultant.

9.5 **Nonconforming Work.** Consultant shall promptly give notice to City of any defective or nonconforming work of the Contractor or any other Project participant whenever discovered by Consultant and whether before or after the date of Substantial Completion of the Contractor's work. All work is to be in compliance with all applicable laws, codes and ordinances.

9.6 **Meetings.** During design, Consultant shall schedule meetings with City and other members of the project team as provided in Exhibit "B". At such meetings, Consultant will discuss schedule, budget, scope and any specific design issues needing attention. Consultant shall keep meeting minutes and action item lists for all such meetings. Special meetings may be required on a more frequent basis to address specific design issues.

ARTICLE 10 **CITY'S TERMINATION RIGHTS**

10.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered up to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 11 **INDEPENDENT CONTRACTOR**

11.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 12 - DEFAULT

12.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 13 - INDEMNIFICATION

13.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

13.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 14 - INSURANCE

14.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of

such insurance detailing the provisions of coverage have been received and approved by the City. Consultant shall not permit any sub-consultant to begin work until after similar minimum insurance to cover sub-consultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

14.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 15 - OWNERSHIP OF DOCUMENTS

15.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

15.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

15.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

15.4 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 16 - NOTICES

16.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: Bermello Ajamil & Partners, Inc.
c/o Randall P. Hollingworth
2601 South Bayshore Drive
Suite 1000
Miami, FL 33133

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

16.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

16.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 17 **CONFLICT OF INTEREST**

17.1 Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

17.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 18

TRUTH-IN-NEGOTIATION CERTIFICATE

18.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

18.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage

rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

19.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

19.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

19.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

19.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

19.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

19.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

19.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

19.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City which consent shall not be unreasonably withheld.

19.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

19.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

19.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

19.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

19.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

19.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

19.15 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF ARCHITECT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

19.16 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

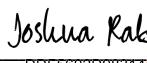
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Witnessed By:

DocuSigned by:

Joshua Rak
DDF5602D98314F0...

Witness Name:

Witness Date:

Bermello Ajamil & Partners, Inc.:
“Consultant”

DocuSigned by:

Randall Hollingworth
FBDE10393DA6417...

Print Name:

Signature Date:

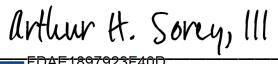
ATTEST:

City of North Miami, a Florida municipal corporation:
“City”

By:

DocuSigned by:

Vanessa Joseph, Esq.
City Clerk
BB47A3B4B262192...

DocuSigned by:

Arthur H. Sorey, III
Interim City Manager
FDAE1897923F40D...

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:

DocuSigned by:

Jeff P. H. Cazeau, Esq.
City Attorney
8AF8443D714D491...