

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(RFQ #08-17-18; Continuing Architectural & Engineering Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) 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 **SGM Engineering, Inc.**, a Florida for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 935 Lake Baldwin Lane, Orlando, FL 332814 (“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 December 7, 2017, the City of North Miami (“City”) advertised ***Request for Qualifications #08-17-18, Continuing Architectural & Engineering Services*** (“RFQ”), for the purpose of retaining experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed when needed basis, the following specific professional services: Architecture/Interior Design, Rodway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

WHEREAS, the RFQ was administered in accordance with the State of Florida’s Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (2020); and

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

WHEREAS, on November 23, 2021, the Mayor and City Council passed and adopted Resolution No. 2021-R-176, approving the selection of Consultant for the provision of Services; and

WHEREAS, the City is in need of engineering services related to the 40 Year Inspection and Recertification of three (3) City facilities consisting of the City Hall, Community, Planning & Development, and Library buildings (“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 - CONTRACT DOCUMENTS

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

2.1.1 The City's ***Request for Qualifications No. 08-17-18, Continuing Architectural and Engineering Services***, attached hereto by reference;

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

2.1.3 Resolution No. R-2021-R-176, passed and adopted by the Mayor and City Council on November 23, 2021, approving the selection of Consultant for the provision of 40 Year Recertification Services, attached hereto by reference;

2.1.4 Consultant's Proposal with detailed scope of services, attached hereto as Exhibit "A";

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

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

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

2.2.2 This Agreement.

2.2.3 The RFQ.

2.2.4 The Proposal.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall be the period of time not to exceed four (4) weeks following the City's issuance of its Notice to Proceed to Consultant, which shall constitute the guaranteed time upon which Consultant is to complete the Project in accordance with the terms, conditions and specifications contained in this Agreement, unless terminated earlier by the City. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be paid the estimated amount of Twenty-Eight Thousand Fifty Dollars (\$28,050.00) as full compensation for Services, pursuant to Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents and in the Consultant's proposal attached hereto as Exhibit "A". Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be

pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Consultant at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 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 prior 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 7 - INDEPENDENT CONTRACTOR

7.1 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 8 - DEFAULT

8.1 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 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 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.

10.2 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 11 - INSURANCE

11.1 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 subconsultant to begin work until after similar minimum insurance to cover subconsultant 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.

11.2 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 12 - OWNERSHIP OF DOCUMENTS

12.1 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.

12.2 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.

12.3 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.

12.4 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 13 - NOTICES

13.1 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: SGM Engineering, Inc.
 Attn: Ghulam Shahnami, Registered Agent
 935 Lake Baldwin Lane
 Miami, FL 32814

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

13.2 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.

13.3 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 14 - CONFLICT OF INTEREST

14.1 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.

14.2 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 15 - MISCELLANEOUS PROVISIONS

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

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

15.12 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.

15.13 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.

15.14 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.

15.15 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.

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

ATTEST: SGM Engineering, Inc., a Florida for-profit corporation:
Corporate Secretary or Witness: "Consultant"

Witnessed By: _____ Signed By: _____
Witness Name: _____ Print Name: _____
Witness Date: _____ Signature Date: _____

ATTEST: City of North Miami, a Florida municipal Corporation:
"City"

By: _____ Theresa Therilus, Esq.
Vanessa Joseph, Esq.
City Clerk City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____ Jeff P. H. Cazeau
City Attorney



November 2nd, 2021

Wisler Pierre-Louis, P.E., LEED AP BD+C, CGC, CFM, PMP
Director
Public Works Department
776 NE 125 Street
North Miami, FL 33161
305-893-6511, ext. 12501
www.northmiamifl.gov

Reference: Proposal # 2021-xxx City of North Miami – 40yr survey of (3) Buildings

Dear Wisler,

It is our pleasure to provide 40 year certification services for the above referenced project. Miami-Dade: A 40-Year Certification of three buildings is required by the Ordinance No. 75-34 and as amended by Ordinance 92-1. One is located at 12400 NE 8th Avenue and is a single story building approximately 4,000 SF. Another building is located at 776 NE 125th St. and is a 4-5 story building approximately 30,000 SF. The final building is located at 835 NE 132nd St. and is a single story, 30,000 SF library. The program calls for structural and electrical safety inspections for buildings 40 years old and every ten years thereafter. The building are multistory facilities. We understand the project to be the following scope:

1) Project Overview

The estimated work includes the following:

Miami-Dade: Our Basic Services include a review of available record drawings, and performing inspections of the building necessary for determining its general structural condition to the extent reasonably possible. Our inspection will be based on the "Minimum Inspection Procedural Guidelines for Building Structural Recertification" as published by the Miami-Dade Building & Neighborhood Compliance Department. We will also issue a written report in conformity with the guidelines. The signed and sealed report is due to the building department no later than 90 days from receipt of the initial letter from the building department requiring the certification. Our scope is limited to the structural and electrical aspect of the 40-year recertification. Provide a report on the buildings structural, electrical and parking lot illumination condition in accordance with min inspection procedure guidelines for building recertification

Compensation

| Billing Category | Hours Required | Hourly Billing Rate | Total |
|----------------------------|----------------|---------------------|-------------|
| Project Manager | 15 | \$145 | \$2,175.00 |
| Senior Engineer | 119 | \$125 | \$14,875.00 |
| Engineer | 0 | \$110 | \$0.00 |
| Construction Administrator | 0 | \$115 | \$0.00 |
| | | | |
| | | TOTAL FEE | \$17,050 |

Sub-Consultant Lump Sum fee (Structural Engineer).

- \$11,000.00

Total Fee

- \$28,050.00

Deliverables.

- Building Recertification report

Timeline.

- 4 weeks from notice to proceed

I trust this provides you with all the information you require. If you need any additional information or would like the scope modified, please feel free to contact us.

Sincerely,

Bobby Shahnami, PE, CxA, LEED® AP BD+C

Vice President

bobby@sgmengineering.com

www.sgmengineering.com

407-767-5188 (tel) 407-767-5772 (fax) 407-920-0896 (mobile)



Fee Proposal for Structural Engineering Services

Date August 20, 2021 **Reference** City of North Miami
40-year Recertification
To SGM Engineering
5805 Blue Lagoon Drive, Suite 285
Miami, FL 33126 **Attention** Bobby Shahnami, PE
Vice President

Project Description

Miami-Dade: A 40-Year Certification of three buildings is required by the Ordinance No. 75-34 and as amended by Ordinance 92-1. One is located at 12400 NE 8th Avenue and is a single story building approximately 4,000 SF. Another building is located at 776 NE 125th St. and is a 4-5 story building approximately 30,000 SF. The final building is located at 835 NE 132nd St. and is a single story, 30,000 SF library. The program calls for structural and electrical safety inspections for buildings 40 years old and every ten years thereafter. The building are multistory facilities.

Scope of Services

Miami-Dade: Our Basic Services include a review of available record drawings, and performing inspections of the building necessary for determining its general structural condition to the extent reasonably possible. Our inspection will be based on the "Minimum Inspection Procedural Guidelines for Building Structural Recertification" as published by the Miami-Dade Building & Neighborhood Compliance Department. We will also issue a written report in conformity with the guidelines. The signed and sealed report is due to the building department no later than 90 days from receipt of the initial letter from the building department requiring the certification. Our scope is limited to the structural aspect of the 40-year recertification.

Basic Services Fee

We propose to provide the described Basic Services for a Lump Sum Fee of **Eleven Thousand Dollars (\$11,000.00)**.

Reimbursables

Reimbursable Expenses as defined by AIA B101 shall be invoiced at cost.

Offered by: **BLISS & NYITRAY, INC.**

(Signature)

Accepted by: **SGM ENGINEERING**

August 20, 2021

(Date)

(Signature)

(Date)

Laz Alfonso, P.E. / Principal
(Printed Name/title)

(Printed Name/title)

Please sign and return one copy. The Terms and Conditions on the following pages are a part of this Agreement.

Terms and Conditions

Project: City of North Miami
40-year Recertification

Page: 2 of 2
Date: August 20, 2021

1. **Standard of Care:** BNI will endeavor to perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee is made, included or intended as to our professional services.
2. **Services Excluded:**
 - A. Calculations or structural analysis of members to determine their adequacy or their compliance with the building code.
 - B. Materials testing. If testing is required, the owner shall retain a testing laboratory for the required testing.
 - C. The design, detailing, and inspection of any remedial repairs, if required.
 - D. Estimates of probable construction cost.
 - E. The cost of equipment/lifts as required to perform the inspections.
 - F. Search for record drawings.
3. **Additional Services:** Services beyond those outlined under basic services, including but not limited to an increase in the scope of the project, and the design, detailing, and inspection of the repairs (if required) will be provided for an additional negotiated lump sum fee or performed on an hourly basis. BNI will provide additional services upon written authorization by the Client.
4. **Provisions Related to Payment:**
 - A. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by BNI, employees and subconsultants in the interest of the Project, such as expedited delivery, travel, and printing other than for BNI. Reimbursable expenses and Additional Services will be billed monthly as they are incurred.
 - B. BNI will issue a copy of the completed report and forms to the client. Client agrees to pay BNI in full upon receipt of such reports. Upon receipt of payment, BNI will issue signed and sealed report to the building department.
5. **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to both the Client and BNI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BNI, its individual officers, shareholders and employees (collectively hereafter referred to as BNI) to the Client, for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of BNI to the Client shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
6. **Hidden Conditions:** A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If either Client or BNI has reason to believe that a structurally deficient condition may exist or if there are deficiencies or inaccuracies in any information or documentation furnished to BNI by the Client, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If the Client fails to authorize such investigation or if BNI has no reason to believe that such a condition exists, then the Client is responsible for all risks associated with this condition, and BNI shall not be responsible for the existing condition nor resulting damages to persons or property.
7. **Mediation:** The Client and BNI agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to formal mediation unless the parties mutually agree otherwise. Anything contained in any other contract document notwithstanding, BNI shall not be bound by any provision requiring arbitration of disputes or controversies arising out of BNI's work.
8. **Hazardous Material:** BNI shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons, to hazardous materials in any form.
9. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida.
10. **Assigns:** Neither the Client nor BNI may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.
11. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or BNI.
12. **Termination of Services:** This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BNI for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.



Fee Proposal for Structural Engineering Services

Date August 20, 2021 **Reference** City of North Miami
40-year Recertification
To SGM Engineering
5805 Blue Lagoon Drive, Suite 285
Miami, FL 33126 **Attention** Bobby Shahnami, PE
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Miami-Dade: Our Basic Services include a review of available record drawings, and performing inspections of the building necessary for determining its general structural condition to the extent reasonably possible. Our inspection will be based on the "Minimum Inspection Procedural Guidelines for Building Structural Recertification" as published by the Miami-Dade Building & Neighborhood Compliance Department. We will also issue a written report in conformity with the guidelines. The signed and sealed report is due to the building department no later than 90 days from receipt of the initial letter from the building department requiring the certification. Our scope is limited to the structural aspect of the 40-year recertification.

Basic Services Fee

We propose to provide the described Basic Services for a Lump Sum Fee of **Eleven Thousand Dollars (\$11,000.00)**.

Reimbursables

Reimbursable Expenses as defined by AIA B101 shall be invoiced at cost.

Offered by: **BLISS & NYITRAY, INC.**

(Signature)

Accepted by: **SGM ENGINEERING**

August 20, 2021

(Date)

(Signature)

(Date)

Laz Alfonso, P.E. / Principal
(Printed Name/title)

(Printed Name/title)

Please sign and return one copy. The Terms and Conditions on the following pages are a part of this Agreement.

Terms and Conditions

Project: City of North Miami
40-year Recertification

Page: 2 of 2
Date: August 20, 2021

1. **Standard of Care:** BNI will endeavor to perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee is made, included or intended as to our professional services.
2. **Services Excluded:**
 - A. Calculations or structural analysis of members to determine their adequacy or their compliance with the building code.
 - B. Materials testing. If testing is required, the owner shall retain a testing laboratory for the required testing.
 - C. The design, detailing, and inspection of any remedial repairs, if required.
 - D. Estimates of probable construction cost.
 - E. The cost of equipment/lifts as required to perform the inspections.
 - F. Search for record drawings.
3. **Additional Services:** Services beyond those outlined under basic services, including but not limited to an increase in the scope of the project, and the design, detailing, and inspection of the repairs (if required) will be provided for an additional negotiated lump sum fee or performed on an hourly basis. BNI will provide additional services upon written authorization by the Client.
4. **Provisions Related to Payment:**
 - A. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by BNI, employees and subconsultants in the interest of the Project, such as expedited delivery, travel, and printing other than for BNI. Reimbursable expenses and Additional Services will be billed monthly as they are incurred.
 - B. BNI will issue a copy of the completed report and forms to the client. Client agrees to pay BNI in full upon receipt of such reports. Upon receipt of payment, BNI will issue signed and sealed report to the building department.
5. **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to both the Client and BNI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BNI, its individual officers, shareholders and employees (collectively hereafter referred to as BNI) to the Client, for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of BNI to the Client shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
6. **Hidden Conditions:** A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If either Client or BNI has reason to believe that a structurally deficient condition may exist or if there are deficiencies or inaccuracies in any information or documentation furnished to BNI by the Client, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If the Client fails to authorize such investigation or if BNI has no reason to believe that such a condition exists, then the Client is responsible for all risks associated with this condition, and BNI shall not be responsible for the existing condition nor resulting damages to persons or property.
7. **Mediation:** The Client and BNI agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to formal mediation unless the parties mutually agree otherwise. Anything contained in any other contract document notwithstanding, BNI shall not be bound by any provision requiring arbitration of disputes or controversies arising out of BNI's work.
8. **Hazardous Material:** BNI shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons, to hazardous materials in any form.
9. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida.
10. **Assigns:** Neither the Client nor BNI may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.
11. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or BNI.
12. **Termination of Services:** This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BNI for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.