

**AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
BROWNING DAY MULLINS DIERDORF**

This Amendment (the "Amendment") to the Professional Services Agreement with Browning Day Mullins Dierdorf, dated March 9<sup>th</sup>, 2015 (the "Agreement"), is made and entered into this 19 day of February, 2016, by and between the CITY OF DORAL, a Florida municipal corporation whose address is 8401 NW 53 Terrace, Doral, FL. 33166 (the "City"), and BROWNING DAY MULLINS DIERDORF, a Indiana corporation whose address is 626 North Illinois Street, Indianapolis, IN. 46204 (the "Provider"). The City and the CM may be referred to individually as a "Party" or collectively the "Parties."

**RECITALS**

**WHEREAS**, the City entered into the Agreement with Provider for Morgan Levy Park Synthetic Turf Construction Documents; and

**WHEREAS**, while the Agreement was active, the City issued Request for Proposal # 2015- 37 (the "RFP") for the replacement of the synthetic turf fields at Morgan Levy Park (the "Project"); and

**WHEREAS**, Provider assisted in the preparation of the scope and specifications for the RFP; and

**WHEREAS**, the City awarded RFP # 2015- 37 to the top ranked firm during the February 3<sup>rd</sup>, 2016 council meeting (Resolution # 16-33 ) and intend to proceed with the work specified therein; and

**WHEREAS**, the City desires to engage the Provider, and the Provider desires to be engaged by the City, to provide construction management services to oversee the Project (the "Services"), pursuant to the terms of the Agreement, as modified by the terms of this Amendment.

**AGREEMENT**

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

**ARTICLE I**  
**SCOPE OF SERVICES**

- 1.1 The Provider shall furnish the professional services to the City as set forth in the Scope of Services found in Exhibit "A," which is attached to this Amendment and incorporated herein and made a part hereof by this reference to the existing agreement.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

**Article II**  
**Term**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until completion of the "Project" and all deliverables are provided to the City, or unless earlier terminated in accordance with Paragraph 8. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within the original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

**Article III**  
**Compensation**

- 3.1 The Provider shall be compensated in the following manner:  
  
**X** A lump sum amount not to exceed THIRTY THOUSAND ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$30,150.00) plus a 10% contingency for a total not to exceed amount of THIRTY THREE THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS AND NO CENTS (\$33,165.00) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon

completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged. Provider must seek written approval from the City prior to the expenditure of any contingency funds.

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

**Article IV**  
**Miscellaneous**

4.1.1 Except as expressly provided herein, the terms, conditions, covenants, agreements and understandings contained in the Agreement, shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the City and Provider.

4.1.2 This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have affixed their signatures, effective on the date first written above.

**FOR CITY:**

**CITY OF DORAL**

**ATTEST:**

By:   
\_\_\_\_\_  
Connie Diaz, CMC, City Clerk

By:   
\_\_\_\_\_  
Edward A. Rojas, City Manager

By:   
Weiss, Serota, Helfman, Cole, & Bierman, PL  
City Attorney

**FOR PROVIDER**

**ATTEST:**

By:   
Title ASSOC. PRINCIPAL.

DAVID M. LONG  
Print Name

**BROWNING DAY MULLINS DIERDORF**

By: CEO   
Title

JOHN M. DIERDORF  
Print Name

**Exhibit "A"**

***Scope of Services for Construction Administration Assistance for the Replacement  
of the Synthetic Turf Fields at Morgan Levy Park***

**1. Construction Administration Assistance - \$30,150**

BDMD Team will assist the City in ensuring the construction delivery of the project by reviewing and answering contractor questions, providing written and/or drawing clarifications as required, reviewing submittals and results of the tests required by the Specifications, reviewing contractor change order requests and providing recommendation to the Owner regarding appropriateness of the request, reviewing contractor applications for payment, and participating in conference calls with the contractor to discuss construction progress for those weeks when no site visit is scheduled. This proposal includes eight site visits to be performed by Browning Day (BD) or Littlejohn (LJ) as noted. Site visits will need to be coordinated with the construction schedule, but would generally occur at the following milestones:

- a. At the start of demolition and removal of the existing subdrainage piping and fill material, to observe demolition procedures and conditions encountered. (LJ)
- b. During installation of the new subdrainage piping to observe pipe installation, backfill material, and compaction procedures. (LJ)
- c. At completion of the drainage piping and backfill and start of the installation of the base layer, to observe placement and laser grading procedures. (LJ)
- d. At the start of the installation of the drainage membrane to observe installation and seam sealing procedures. (BD)
- e. During installation of the drainage membrane and drainage panel installation to confirm process is proceeding per the construction documents. (LJ)
- f. At the beginning of the installation of the synthetic turf over the drainage panels, to observe the panel installation, turf installation procedures, and seam sewing. (BD)
- g. Follow up visit during turf installation to confirm process is proceeding per the construction documents. (LJ)
- h. At Substantial Completion, to determine if the installation has been completed per the requirements of the Construction Documents. (BD)

*Deliverables – BDMD shall produce the following:*

- *Site visit report and photos for distribution to the Owner and Contractor*
- *Substantial Completion report along with the Certificate of Substantial Completion, AIA Document G704.*

**2. Assumptions, Clarifications, and Exclusions:**

- 2.1. Additional Meetings/Site Visits** – meetings or site visits desired by the Client, outside of those explicitly stated within this scope of services, can be accommodated through an additional service.
- 2.2. Project Duration** – this proposal anticipates that the construction assistance services will be complete within 16 weeks of the award of the construction contract. An increase in the construction duration resulting in an extension of the architect's services can be accommodated through an additional service.
- 2.3. Contracted Site Visits** – this proposal assumes that site visits will be accomplished in one day, including travel.
- 2.4. Substitution Requests after the Bid** – reviewing requests for substitution after the award of the bid is excluded from this proposal.

**3. Optional Additional Services - \$1500**

- 3.1 Final As-Built Survey** – an as-built survey of spot grades to confirm field elevations and storm structure elevations reported by the contractor, prepared by Littlejohn.

**RESOLUTION No. 16-33**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2015-37 “REPLACEMENT OF SYNTHETIC TURF FIELDS AT MORGAN LEVY PARK” TO THE TOP RANKED FIRM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPRINTURF FOR AN AMOUNT NOT TO EXCEED \$847,000.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$932,470.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE REACHED WITH THE TOP RANKED FIRM; ALSO APPROVING AN EXTENSION OF SERVICES TO THE EXISTING AGREEMENT WITH BROWNING DAY MULLINS DIERDORF FOR THE PROVISION OF PROVIDING CONSTRUCTION ADMINISTRATION SERVICES FOR THE REPLACEMENT OF THE SYNTHETIC TURF FIELDS AT MORGAN LEVY PARK IN AN AMOUNT NOT TO EXCEED \$30,150.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$33,165.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on November 3, 2015, the City of Doral (the “City”) issued Request For Proposal # 2015-37, “Replacement of Synthetic Turf Fields at Morgan Levy Park” (the “RFP”) for the provision of constructions services for the replacement of the synthetic turf fields at Morgan Levy Park; and

**WHEREAS**, Seventeen (17) Firms attended the mandatory pre-bid meeting, which was held on November 18<sup>th</sup>, 2015. Eight (8) proposal submittals were received by the December 16<sup>th</sup>, 2015 deadline, with seven (7) firms meeting the required criteria; and

**WHEREAS**, an evaluation meeting was held on January 15<sup>th</sup>, 2015 where proposals received were scored and ranked. The committee determined that based on a Three Hundred (300) Total Point System the firms ranked as follows:

1. Sprinturf	285 Points
2. Sports Turf One	279 Points
3. Hellas	270 Points
4. ProGrass	263 Points
5. Burke	262 Points
6. CSR Heavy Construction	256 Points
7. Florida Track & Turf	241 Points

**WHEREAS**, Staff has recommended the RFP be awarded to Sprinturf and that the City Manager be authorized to enter into an agreement with Sprinturf for the provision of construction services for the replacement of the synthetic turf fields at Morgan Levy Park, in an amount not to exceed \$847,700.00, plus a 10% contingency, for a total not to exceed amount of \$932,470.00. Staff also requests approval to allow the City Manager to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated with Sprinturf, the top ranked firm; and

**WHEREAS**, the City currently has an agreement with Browning Day Mullin Dierdorf ("BDMD"), which developed the bid package criteria for the RFP and evaluated the specifications of the submittals; and

**WHEREAS**, Staff further recommends an extension of services to the existing agreement with BDMD to include providing construction administration services for this



project in an amount not to exceed \$30,150.00 plus a 10% contingency for a total not to exceed amount of \$33,165.00.

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

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

**Section 2. Approval of Services.** The award of RFP# 2015-37 to Sprinturf for the provision of construction services for the replacement of the synthetic turf fields at Morgan Levy Park and the extension of services to the existing agreement with Browning Day Mullins Dierdorf to include providing construction administration services for this project is hereby approved.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to negotiate and enter into an agreement with Sprinturf, and authorized to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated with Sprinturf. The City Manager is also hereby authorized to extend the services of the existing agreement with Browning Day Mullins Dierdorf. The agreements are subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. This Authorization does not create or confer any rights to Sprinturf, Browning Day Mullins Dierdorf, or any of the other ranked companies.

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

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

The foregoing Resolution was offered by Councilmember Ruiz who moved its adoption.

The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Absent/Excused
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 3 day of February, 2016.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE  
OF THE CITY OF DORAL

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY