



CITY OF DORAL
RECORD (MASTER) COPY
TRANSMITTAL FORM
OFFICE OF THE CITY CLERK

Transmittal From: Public Works Dept.

Department

Delivered by: Luisy Barrera

Name

Date of Transmittal: 3.3.2015

City Clerk's Date Stamp

03-03-15P04:04 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation

- Vehicle Title
- Special Magistrate Order
- Other:
Proposal

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Pascual, Perez & Assoc. Proposal for the Architectural & Engineering Services for City of Doral

Two (2) copies forwarded to CC; Kindly return one (1) to PWD. Thank You.

Approved by Council: Yes No Council Meeting date: _____

Office of the City Clerk Administrative Use Only

Received by: Connie Diaz

Reviewed for completion by Connie Diaz

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 3/4/15 (Date) Hard copy archive: 3/4/15 (Date)

Tracking Log: 3/4/15 (Date) Website: 3/4/15 (Date)

Copy provided in electronic format to originating Department on 3/4/15 (Date)

Originals returned on 3/4/15 (Date)

January 7, 2015
Revised January 28, 2015

City of Doral
8401 NW 53rd Terr.
Doral, FL 33166

Att: Rudy De La Torre

Proposal

Professional Services:

Architectural & Engineering services for the City of Doral.

Scope of work

Provide architectural construction document services for an interior build out at the City of Doral, City Hall for approximately 1500 SF for the Parks & Recreation department. The construction documents will be based on the approved design by the City of Doral. This proposal includes the M.E.P. construction documents necessary for securing a permit at the City of Doral. As part of the M.E.P. package full fire sprinkler draining will be provided. The construction documents will specify general finish materials and lighting based on existing City Hall components.

Services not included in proposal:

- Furniture & or work station specification
- I.T. specification to be provided by the City of Doral

Schedule of payment:

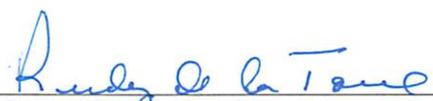
The architect proposes to perform all services described above which shall be invoiced in proportion to the percentage of completion, as outlined in our schedule of fees for basic services, Exhibit "A" (Attached)

Architectural.....	\$7,000.00
Mechanical, Plumbing.....	\$2,500.00
Electrical.....	\$2,000.00
 Total fee.....	 \$11,500.00

If the foregoing is to your understanding and approval, kindly sign and return one copy of proposal for our files.



Pascual, Perez & Associates
Peter Kiliddjian
Principal

Accepted: 

City of Doral
Rudy De la Torre

RECEIVED
FEB 24 2015
CITY OF DORAL
PUBLIC WORKS DEPARTMENT

EXHIBIT "A"

SCHEDULE OF SERVICES & DELIVERABLES

Architecture

Schematic Design

- Schematic floor plan layout for City of Doral approval

Construction Documents

- Key plan, demo notes, existing floor plan
- Proposed floor plan, schedules, details
- Proposed reflected ceiling plan
- Cabinet drawings & specs
- Life safety plan

Engineering

Electrical

- Fire alarm plans & notes
- Proposed power plan
- Proposed reflected ceiling plan
- Electrical risers & calculations

Plumbing

- Plumbing plan
- Plumbing details & risers

Mechanical

- Proposed HVAC plan
- HVAC schedules, notes & details

Schedule of Payments

50% of Construction Documents.....	\$6,000.00
90% Completion of Construction Documents.....	\$4,000.00
100%Completion of Construction Documents.....	\$1,500.00
 Total.....	 \$11,500.00

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
PASCUAL, PEREZ, KILIDDJIAN & ASSOCIATES
FOR
CITY HALL FIRST (1st) FLOOR STANDARD TENANT IMPROVEMENTS, NEW
OFFICES FOR PARKS DEPARTMENT**

THIS AGREEMENT is made between, PASCUAL, PEREZ, KILIDDJIAN & ASSOCIATES a Florida corporation, (hereinafter the “Consultant”), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for **Professional Architectural & Engineering Design Services, to include Schematic Plan** at the City of Doral (the “Project”); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services as specified in Exhibit “A,” attached to this Agreement and incorporated herein by this reference.
 - 1.2 The “Scope of Services” shall be completed within thirty (30) days of commencing the work, unless otherwise extended upon a request by Consultant and approval by the City Manager.

2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect until services are rendered, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.
 - 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in this Agreement, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

✓ A lump sum amount of \$11,500, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the 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, Consultant 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.

___ On a percentage of completion basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$11,500.00, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule & Schedule of payment.

3.2 The City shall pay Consultant 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 Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-consultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional Architect under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultant's sole expense, immediately correct the work.

7. **Conflict of Interest.**

- ~~7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.~~

8. **Termination.**

- 8.1 The City Manager may terminate this Agreement for convenience upon thirty (30) days written notice to the Consultant. The City Manager may also terminate this Agreement immediately for cause, with cause defined for the purposes of this section as Consultant failing to follow the clear directions of the City administration, breaching a material provision of this Agreement, and/or violating Federal, State, County or City law in performance of the duties of this Agreement.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.

9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than **\$1,000,000.00** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

9.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than **\$ 1,000,000.00** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

9.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than **\$1,000,000.00.**

9.5 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

10. **Nondiscrimination.**

With a Copy to: Daniel A. Espino, Esq.
Weiss, Serota, Helfman, Cole, Bierman & Popok
City Attorney
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Peter Kiliddjian,
Pascual, Perez, Kiliddjian & Associates
Architects – Planners
1312 NW 84th Avenue
Doral, Florida 33126

14. **Governing Law.**

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

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

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

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

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

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

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

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

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

17. **Non-assignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver.**

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

22. **Survival of Provisions.**

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

23. **Prohibition Of Contingency Fees.**

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

24. **Counterparts**

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

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk *interim city clerk*

CITY OF DORAL

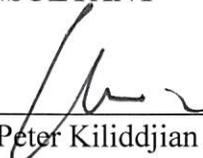

By: _____
Edward Rojas, City Manager
Date: *2-27-15*

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



Weiss, Serota, Helfman, Pastoriza
Cole and Boniske, City Attorney

CONSULTANT

By: 

Its: Peter Kiliddjian

Pascual, Perez, Kiliddjian & Associates
Architects – Planners

Date: 2/24/14

EXHIBIT "A"

SCOPE OF SERVICES

1. **Project.**

2.

Architectural & Engineering Services for the relocation of Parks department to Government Center 1st Floor.

Scope of Services:

Provide architectural construction document services for an interior build out at the City of Doral, City Hall for approximately 1500 SF for the Parks & Recreation department. The construction documents will be based on the approved design by the City of Doral. This proposal includes the M.E.P. construction documents necessary for securing a permit at the City of Doral. As part of the M.E.P. package full fire sprinkler draining will be provided. The construction documents will specify general finish materials and lighting based on existing City Hall components.

Services not included in proposal:

- Furniture & or work station specification
- LT. specification to be provided by the City of Doral

3. **Project Schedule.**

Task

Due Date

Deliverable.

- a. ARCHITECTURAL SERVICES \$7,000
- b. MECHANICAL, PLUMBING AND ELECTRICAL (MEP) SERVICES \$4,500

3. **Hourly Rates.**

Lump Sum not to exceed \$11,500.00