

RESOLUTION No. 15-78

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT IN SUBSTANTIALLY THE FORM PROVIDED, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY WITH STANTEC CONSULTING, INC. FOR THE PROVISION OF CONCEPTUAL PLANS DESIGN AND COST ESTIMATING SERVICES FOR A PROPOSED AQUATIC FACILITY, FOR THE SUM OF \$95,861.00 PLUS A TEN PERCENT (10%) CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$105,447.10; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued a Request for Qualification #2014-28, for "Aquatic Facility Conceptual Plans Design & Cost Estimate Services" (the "RFQ"), and the City received six (6) responsive statements of qualifications by the October 6, 2014 deadline, with all companies meeting the required criteria; and

WHEREAS, upon review of the statements of qualifications, three (3) companies were selected to provide an oral presentation, which were held on November 20, 2014; and

WHEREAS, the City Council accept the ranking of the firms and authorize the City Manager to negotiate and enter into an agreement with Stantec Consulting Services, Inc. ("Stantec") to provide Aquatic Facility Conceptual Plans Design and Cost Estimate Services, or if the negotiations fail with the top ranked firm, to negotiate a professional services agreement with the next highest ranked firms successively until an agreement is reached, either of which will be brought back to Council for review and approval (Resolution #14-200); and

WHEREAS, as per Council direction, the administration and staff negotiated with Stantec and reached the agreement, with the accompanying detailed scope of services, in substantially the form provided in Exhibit "A" (the "Agreement"), which is incorporated herein and made a part hereof by this reference; and

WHEREAS, Staff the City Council approve, and authorize the City Manager to enter into, the Agreement, subject to final approval as to form and legal sufficiency by the City Attorney, with Stantec for the provision of providing conceptual plans design and cost estimating services for a proposed aquatic facility, for the sum of \$95,861.00 plus a ten percent (10%) contingency, for a total amount not to exceed \$105,447.10.

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 & Authorization. The City Council hereby approves the Agreement with Stantec Consulting Services, Inc., in substantially the form provided in Exhibit "A", which is incorporated herein and made a part hereof by this reference, subject to approval as to form and legal sufficiency by the City Attorney, for the provision of providing conceptual plans design and cost estimating services for a proposed aquatic facility for a sum of \$95,861.00 plus a ten percent (10%) contingency for a total amount not to exceed \$105,447.10. The City Manager is hereby authorized to execute the Agreement, subject to final approval as to form and legal sufficiency by the City Attorney, and to expend funds in furtherance hereof.

Section 3. 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 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Fraga who moved its adoption. The motion was seconded by Vice Mayor Ruiz and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 7 day of April, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, 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

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
STANTEC CONSULTING SERVICES, INC.
FOR
AQUATIC FACILITY CONCEPTUAL PLANS DESIGN & COST ESTIMATING
SERVICES**

THIS AGREEMENT is made between **STANTEC CONSULTING SERVICES, INC.**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, in response to RFQ#2014-28, titled “Aquatic Facility Conceptual Plans Design & Cost Estimate Services” (the “RFQ”), the City of Doral (the “City”) received six (6) responses by the October 6, 2014 at 11:00a.m. deadline; and

WHEREAS, after the initial evaluation of the six (6) firms, the top three (3) firms were told to provide oral presentations which were held on November 10, 2014; and

WHEREAS, Stantec Consulting Services was ranked the highest firm (94.8) after presentations; and

WHEREAS, the City Council approved Resolution# 14-200, authorizing the City Manager to negotiate and enter into an agreement with Stantec Consulting Services , Inc. for the provision of providing conceptual plans design and cost estimating services for a proposed aquatic facility, pursuant to the terms of the RFQ and Provider’s Proposal; and

WHEREAS, the City and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

AGREEMENT

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

1. Scope of Services/Deliverables.

- 1.1 The Provider shall furnish the professional services to the City as set forth in Exhibit “A,” which is attached to this Agreement and incorporated herein and made a part hereof by this reference.

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.

2. **Term/Commencement Date.**

2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for one (1) year from the date of execution of Agreement, 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 this 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.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

X An amount of NINETY FIVE THOUSAND EIGHT HUNDRED SIXTY ONE DOLLARS AND NO CENTS (\$95,861.00) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. The City will also include a ten percent (10%) contingency in this agreement should the City request additional scope of work to be completed. Use of contingency funds must be approved by the City Manager or his/her designee prior to funds being released. The Provider also agrees to maintain the same pricing for the site adjacent to Southern Command as shown in Exhibit “A” should the City authorize the provider to perform the scope of services outlined for that site. 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 not to exceed 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.

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.

4. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors 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 Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional fireworks display provider 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 Provider'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 Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider 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 without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider 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.
- 8.5 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, they must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier 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.
- 9.2 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, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
 City Manager

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

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

For The Provider: _____

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 Provider 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 Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider 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. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, 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 Provider and its employees, volunteers and agents shall be and remain independent contractor 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. **Representations and Warranties of Provider.**

20.1 Avolve hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Avolve in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 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.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Edward Rojas, City Manager
Date: _____

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

Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

STANTEC CONSULTING SERVICES, INC.

By: _____
Its: _____
Date: _____

Exhibit “A”
Proposal and Scope of Services



March 10, 2015
File: 484094

Attention: Barbara Hernandez, Parks & Recreation Director
8401 NW 53rd Terrace
Doral, Florida 33166

Dear Ms. Hernandez,

Reference: Aquatic Facility Conceptual Plans Design & Cost Estimate Services RFQ#2014-28

We are pleased to submit for your consideration the following revised proposal for professional services for the above referenced project in accordance with our Professional Services Agreement.

SCOPE

As requested by the client, Stantec will prepare one conceptual design, cost estimate and Operational Cost and Potential Revenue Estimates for both sites. The concept design is to be located at JC Bermudez Park. The concept drawing will be developed using the JC Bermudez site as a basis of design and adapted to the site adjacent to the Southern Command, based on the final size and layout of the site. These concepts will be based on the following:

- a. Design # 1: 10-lane 25 meter competitive pool or a 50 meter competitive pool (or both), zero-depth entry level pool with water playground, lazy river, 1 and 3 meter diving boards, covered seating areas, bathhouse, concession area, locker rooms, multipurpose party room, an indoor office area and other additional amenities. This design should be based on the "Doral Aquatic Center Feasibility Analysis by Johnson Consulting dated April 14, 2014 Phase 1 Recommendation" (RFQ Exhibit "B").
- b. Conduct design workshop with client identified swim teams.
- c. Conduct public charrette for confirmation of proposed program above.
- d. Utility investigation and off-site improvements for each site.

APPROACH AND DELIVERABLES

Stantec will conduct an initial meeting with staff and key stakeholders identified by the City to refine and confirm program requirements as stated above.

Stantec and its consultants, in conjunction with the City, will participate in a public charrette to discuss the various concerns regarding the proposed facility. The presentation will include images with commentary on features of other aquatic centers similar to that being considered for this project, background information on historic and contemporary issues in the industry, and an open- forum question-and-answer session to discuss concerns and needs of those individuals and groups attending

Design with community in mind



March 10, 2015
Barbara Hernandez, Parks & Recreation Director
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Reference: Aquatic Facility Conceptual Plans Design & Cost Estimate Services RFQ#2014-28

the meeting. A matrix of programming priorities will be developed and discussed to prioritize programming and facility features. The results from the interviews and charrette will be used to develop a needs profile.

Based on the initial meeting and charrette, we will develop a revised program including size and shape of pools to be approved by the City. Once the program is approved we will begin developing a conceptual site plan. We will then meet with the City and team to receive feedback and / or consensus on the conceptual site plan. Stantec will then take these comments and revise the conceptual site plan accordingly. We are expecting to conduct two meetings during this process prior to finalizing the conceptual site plan for approval by the Council.

The Conceptual Design Plan will consist of the one design as stated above for each site (if authorized), including master site plan, conceptual elevations of the building and conceptual renderings (1 for each option).

Stantec in coordination with the City will prepare packages for presentation to individual Council members. The meeting with the individual Council members will be held all in one day for approximately seven hours at the City Hall. The City is to coordinate and ensure that Council members will be available the day of the meeting.

Stantec and its Consultants will prepare an Opinion of Probable Construction Cost for the pool(s) and building(s). Recent project bid figures of similar projects estimating guides and local cost adjustment factors (as well as national) will be used to prepare an opinion of probable cost of construction. The opinion of probable cost of construction will be supplemented by a development cost factor, which will include such "soft" costs as professional fees, survey, geotechnical report, document reproduction, advertisement for bids and all anticipated expenses related to the administration of the project. The sum of these two cost figures will be the total project cost so that the Owner will have a comprehensive overview before making an informed decision about the project.

Stantec and its Consultant will prepare an Opinion of Revenue and Probable Expenses for the proposed facilities based on our independent research and analysis.

Summary of Deliverables: Deliverables shall include:

- Minutes for all meetings with staff and stakeholders
- Charrette presentation and materials
- Preparation of project program
- Design Submittals and renderings for preliminary on 11"x17" format



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Reference: Aquatic Facility Conceptual Plans Design & Cost Estimate Services RFQ#2014-28

- Opinion of Probable Cost of Construction in CSI format

Upon approval of final site selection, program and budget, Stantec will prepare a proposal for development of construction drawings, bidding assistance and construction administration for the execution of the project.

SCHEDULE

Charrette and programming meetings can be done concurrently - 45 days

Initial conceptual design preparation and submittal - 35 days upon approval of program

Presentation to staff for comment of initial conceptual design and meeting with individual Council members – 1 day

Preparation of final conceptual design and cost estimates for presentation to Council for approval and final site selection - 35 days

These estimated times are not inclusive of review times by the City.

COMPENSATION

Compensation is based on the following breakdown and will be invoiced monthly on a percentage basis in accordance with completion at time of billing:

- Charrette \$ 5,877.00
- Programming \$ 12,184.00
- Presentation to Council \$ 7,124.00

JC Bermudez Site

- Site Due Diligence \$ 8,186.00
- Site Planning & Conceptual Design (2) \$ 36,878.00
- Cost Estimating (2) \$ 16,612.00

Sub-Total: \$ 86,861.00

- Printing / reimbursable budget \$ 2,500.00
- Related travel expenses for sub-consultant \$ 6,500.00

Site adjacent to Southern Command (if Authorized)

Design with community in mind



March 10, 2015
Barbara Hernandez, Parks & Recreation Director
Page 4 of 4

Reference: Aquatic Facility Conceptual Plans Design & Cost Estimate Services RFQ#2014-28

• Site Due Diligence	\$ 8,186.00
• Site Adaptation of approved program and site plan from JC Bermudez Site	\$ 25,036.00
• Cost Estimating (2)	\$ 9,112.00
<i>Sub-Total:</i>	\$ 42,334.00
Total	\$138,195.00

Total compensation for professional services and reimbursable expenses shall be One Hundred Thirty-Eight Thousand One Hundred Ninety Five Dollars and 00/100 (\$138,195.00).

Geotechnical survey and property boundary surveys are not included in the proposal, but can be accommodated as an additional service.

All terms and conditions shall be per our Professional Services Agreement. We are ready to begin working on this assignment. If acceptable to you, we will accept a signed copy of this Professional Services Proposal as your written authorization to proceed with this assignment.

Thank you for the opportunity to be of service to the City of Doral.

Regards,

Stantec Architecture Inc.

City of Doral

Javier F. Salman, AIA
Principal
Phone: (305) 445-2900
Fax: (305) 774-6277
Javier.salman@stantec.com


Approved by:

Attachment: Person Hour Estimate

c. Elvira C. Freire-Santamaria, AIA

Design with community in mind

Exhibit E-1

		PERSON HOUR ESTIMATE									
		Proposal No.: 484094 Name: Aquatic Facility Conceptual Plans Design & Cost Estimate Services Date 3/11/2015									
		Principal in Charge Manhours	Project Manager Manhours	Proj. Eng / Arch Manhours	Project Designer Manhours	CADD Technician Manhours	Clerical Manhours	Subs	Expenses	TOTAL	
		\$211.00	\$191.00	\$157.00	\$123.00	\$98.00	\$81.00	Fee	Fee	Hours	Cost For Activity
Task 1	Charette										
	Prepare materials for Charette	1	6			8	2			17	\$ 2,303.00
	Coordination with City & consultants	2	2				2			6	\$ 966.00
	Charette	4	4					\$1,000.00		8	\$ 2,608.00
	Subtotals	7	12	0	0	8	4	\$1,000.00	\$0.00		\$ 5,877.00
Task 2	Programming										
	Programming meetings with City (1)	2	2				2			6	\$ 966.00
	Develop program	4	8		8		4	\$4,500.00		24	\$ 8,180.00
	Coordination with Consultants	2	12				4			18	\$ 3,038.00
	Subtotals	8	22	0	8	0	10	\$4,500.00	\$0.00		\$ 12,184.00
Task 3.1	Site Due Diligence - JC Bermudez Site										
	Review existing data-permits/geotech/serveys		1							1	\$ 191.00
	On-site visit to take pictures and note existing site conditions		2							2	\$ 382.00
	Analysis of utility impacts		4	8						12	\$ 2,020.00
	Analysis of Drainage impacts		4	8						12	\$ 2,020.00
	Coordinate Aquatic Backwash Discharge		2	4						6	\$ 1,010.00
	Preliminary Cost Estimating		2	4		2				8	\$ 1,206.00
	Meet with Design Team		2							2	\$ 382.00
	Programming meetings		4							4	\$ 764.00
	Quality Control	1								1	\$ 211.00
	Subtotals	1	21	24	0	2	0	\$0.00	\$0.00		\$ 8,186.00
Task 4.1	Site planning & Conceptual Design - JC Bermudez Site										
	Civil Site planning		10							10	\$ 1,910.00
	Project Coordination	2	32		8	8	8			58	\$ 8,950.00
	Client & Stakeholder meetings (2)	4	4				2			10	\$ 1,770.00
	Design Team Programming & Planning Meetings	4	8		8		2			22	\$ 3,518.00
	Conceptual Site Plan (1 option)	4	24		2	16		\$7,000.00		46	\$ 14,242.00
	Conceptual Design (1 option)	4	16		2	8				30	\$ 4,930.00
	Renderings (1option)		2			12				14	\$ 1,558.00
	Subtotals	18	96	0	20	44	12	\$7,000.00	\$0.00		\$ 36,878.00
Task 5.1	Cost Estimating - JC Bermudez Site										
	Opinion of Probable Cost of Construction Coordination	2	8					\$1,000.00		10	\$ 2,950.00
	Opinion of Revenue and probable expense Coordination	2	4					\$12,000.00		6	\$ 13,186.00
	Report with findings		1		1		2			4	\$ 476.00
	Subtotals	4	13	0	1	0	2	\$13,000.00	\$0.00		\$ 16,612.00
Task 6	Presentation to Council										
	Meetings with Individual Council Members	7								7	\$ 1,477.00
	Presentation Drawings	1	2			8	2			13	\$ 1,539.00
	Presentation to Council	4	4					\$2,500.00		8	\$ 4,108.00
	Subtotals	12	6	0	0	8	2	\$2,500.00	\$0.00		\$ 7,124.00
SUBTOTAL HOURS, SUBS AND EXPENSES		50	170	24	29	62	30	\$28,000.00	0	365	

STANTEC LABOR COST, SUBTOTAL \$ 58,861.00
 SUBCONSULTANT FEES \$28,000.00
 JC BERMUDEZ SITE SUBTOTAL LABOR FEE \$86,861.00
 REIMBURSABLES & EXPENSES \$9,000.00

Exhibit E-1

Task 3.2	Site Due Diligence - Site Adjacent to Southern Command										
	Review existing data-permits/geotech/serveys		1							1	\$ 191.00
	On-site visit to take pictures and note existing site conditions		2							2	\$ 382.00
	Analysis of utility impacts		4	8						12	\$ 2,020.00
	Analysis of Drainage impacts		4	8						12	\$ 2,020.00
	Coordinate Aquatic Backwash Discharge		2	4						6	\$ 1,010.00
	Preliminary Cost Estimating		2	4		2				8	\$ 1,206.00
	Meet with Design Team		2							2	\$ 382.00
	Programming meetings		4							4	\$ 764.00
	Quality Control		1							1	\$ 211.00
	Subtotals		1	21	24	0	2	0	\$0.00	\$0.00	\$ 8,186.00
Task 4.2	Site plan Adaptation & Conceptual Design - Site Adjacent to Southern Command										
	Consult with Design Team Plannning Sessions - Civil		8							8	\$ 1,528.00
	Peer Review - Civil		2							2	\$ 382.00
	Project Coordination	8	20		4	4	4			40	\$ 6,716.00
	Client & Stakeholder meetings (2)	4	4				2			10	\$ 1,770.00
	Design Team Programming & Planning Meetings	2	4		2		2			10	\$ 1,594.00
	Conceptual Site Plan Adaptation (1 option)	2	12		2	8		\$4,000.00		4024	\$ 7,744.00
	Conceptual Design (1 option)	2	12		2	8				24	\$ 3,744.00
	Renderings (1 option)		2			12				14	\$ 1,558.00
	Subtotals	18	64	0	10	32	8	\$4,000.00	\$0.00		\$ 25,036.00
Task 5.2	Cost Estimating - Site Adjacent to Southern Command										
	Opinion of Probable Cost of Construction Coordination	2	8					\$500.00		10	\$ 2,450.00
	Opinion of Revenue and probable expense Coordination	2	4					\$5,000.00		6	\$ 6,186.00
	Report with findings		1		1		2			4	\$ 476.00
	Subtotals	4	13	0	1	0	2	\$5,500.00	\$0.00		\$ 9,112.00
SUBTOTAL HOURS, SUBS AND EXPENSES		23	98	24	11	34	10	\$9,500.00	0	4200	

STANTEC LABOR COST, SUBTOTAL	\$ 32,834.00
SUBCONSULTANT FEES	\$9,500.00
SOUTHERN COMMAND ADJACENT SITE SUBTOTAL LABOR FEE	\$42,334.00
JC BERMUDEZ SITE SUBTOTAL LABOR FEE	\$86,861.00
SUB-TOTAL REIMBURSABLES & EXPENSES(from above)	\$9,000.00
TOTAL PROPOSED FEE	\$138,195.00



Counselman - Hunsaker

OPERATIONS

FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT made and entered into at St. Louis, Missouri this _____ day of _____, 20_____, by and between **Stantec**, hereinafter referred to as "the Lead Consultant" and COUNCILMAN-HUNSAKER OPERATIONS, LLC, a Missouri corporation, doing business at 10733 Sunset Office Drive, Suite 400, St. Louis, Missouri 63127-1018, hereinafter referred to as "the Consultant".

WHEREAS, the Lead Consultant, is undertaking a Feasibility Study Plan for an aquatic center located in Doral, FL and,

WHEREAS, the Consultant is a consultant in the field of swimming pool complex planning and design, and

WHEREAS, the **Lead Consultant**, is desirous of retaining the Consultant as its independent contractor for purposes of planning the aquatic center.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

I. SERVICES.

The **Lead Consultant**, hereby retains the Consultant as its aquatic planning and design consultant for the proposed project. The scope of the Consultant's services are:

NEEDS ANALYSIS:

- A. Meet with the steering committee, plus any designated community groups and/or individuals involved in the project to analyze needs and determine objectives. The Consultant will conduct individual interviews as necessary with, for example, local education administrators and/or athletic directors, chamber of commerce representatives, business leaders, private and public recreation providers, health professionals, competitive swim groups, swim coaches, instructors, activity programmers, youth and seniors groups, and others if requested in order to ascertain existing levels of service and the perceived needs of various user groups in the community.
\$2,500

- B. In addition to individual meetings, The Consultant will participate in a public or by invitation civic meeting to discuss the various issues concerning the proposed facility. This discussion will include images and/or video presentations with
\$1,000

commentary on features of other aquatic centers similar to that being considered for this project, background information on historic and contemporary issues in the industry, and an open-forum question-and-answer session to discuss concerns and needs of those individuals and groups attending the meeting. A matrix of programming priorities will be developed and discussed to prioritize programming and facility features. The Consultant will use the results of the interviews and public workshop to develop a needs profile.

- \$1,000 C. Conduct research and compile demographic information necessary to appropriately evaluate the proposed facility, including population, age distribution, income, weather analysis and economic considerations that could affect the project's viability.
- \$ 500 D. Prepare and submit an outline of a Design Program of spaces and features for the proposed aquatic center describing the natatorium, pool size, shape and support spaces based on preliminary discussions and meetings noted above.
- \$ 500 E. Based on the first meeting and committee's review of the outline program, develop with the Owner or architect a Design Program for the building with recommendations on the size and shape of the pool(s) as well as architectural and engineering features of the building and support spaces.

CONCEPTUAL PLAN:

- \$6,000 A. Based on the agreed upon program, the Consultant will prepare one concept for both sites. This concept will be based on the following:
 - SITE 1 \$4,000 a. Design # 1: 10-lane 25 meter competitive pool or a 50 meter competitive pool (or both), zero-depth entry level pool with water playground, lazy river, 1 and 3 meter diving boards, covered seating areas, bathhouse, concession area, locker rooms, multipurpose party room, an indoor office area and other additional amenities. This design should be based on the SITE 2 \$2,000 Doral Aquatic Center Feasibility Analysis (Exhibit "B") phase 1 recommendation.
- \$3,000 B. The Consultant will provide a conceptual plan of each pool. The purpose of the plans will be to illustrate ways to organize the spaces in a functional arrangement and to confirm that the footprint will contain the areas proposed in the Design Program.
 - SITE 1 \$1,500
 - SITE 2 \$1,500
- \$1,000 C. The Consultant will meet a second time with the committee to participate in a design workshop. Preliminary concepts and program features will be reviewed and confirmed.
- \$1,000 D. Following the meeting, the Consultant will make revisions to the selected plan, if
 - SITE 1 \$500 necessary, and send back to the Committee.
 - SITE 2 \$500

\$1,500
SITE 1 \$1,000
SITE 2 \$ 500

- E. The Consultant will prepare an Opinion of Probable Construction Cost for the pool(s) and building. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The hard **construction cost** figures will be supplemented by a development cost factor, which will include such "soft" costs as professional fees, survey, geotechnical report, document reproduction, advertisement for bids and all anticipated expenses related to the administration of the project. The sum of these two cost figures will be the **total project cost** so that the Owner will have a comprehensive overview before making an informed decision about the project.

OPERATING ANALYSIS:

\$5,000
SITE 1 \$4,500
SITE 2 \$500

- A. The Consultant will prepare a Feasibility Study and will develop an opinion of operations protocol for the proposed project. The following will be researched and analyzed:
1. Area Aquatic Providers
 2. Market Area Demographics
Population, Age, Income
 3. Area Aquatic User Groups
Historic Usage and Project Level of Growth
 4. Facility Management Outline
Facility Operating Schedule
Facility Capacity Limits
Organization Chart
Wage Structure

\$8,000
SITE 1 \$5,000
SITE 2 \$3,000

- B. The consultant will prepare an opinion of revenue. The following will be considered and included:
1. Market Penetration
 2. Seasonal Usage
 3. Develop Fee Structure
 4. Estimated annual attendance
 5. Opinion of Attendance By User Group
 6. Total program revenue
 7. Total Annual Revenue

\$4,000
SITE 1 \$2,500
SITE 2 \$1,500

- C. The consultant will prepare an opinion of probable expenses. The following will be considered and included:
1. Labor Demand
 2. Chemical Demand
 3. Supply Demand
 4. Maintenance and Repair Demand
 5. Utility Demand

\$2,500 D. The Consultant will make a final presentation to the project committee outlining the methods and results of the study.

II. DRAWINGS.

Except for reference and coordination purposes in connection with future additions or alterations to the work, drawings, specifications and other documents prepared by Counsilman-Hunsaker are instruments of the service for use solely with respect to this project and, unless otherwise provided, Counsilman-Hunsaker shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or their documents shall not be used by the Architect or others on other projects except by agreement in writing and with appropriate compensation to the Consultant. The Architect shall be permitted to retain copies, including reproducible copies of the reports.

III. FEES.

Total fees shall be \$51,000 including three (3) site visits and excluding related travel expenses.

Additional Services Rates:

Principal/Studio Director	\$160.00/hour
Site Visit	\$1,500.00 / day plus expenses
Project Manager	\$135.00/hour
Project Engineer/Architect	\$110.00/hour
Design Associate	\$90.00/hour
Administrative	\$55.00/hour

The Consultant shall submit monthly invoices for services and reimbursable expenses incurred, based upon the percentage of the Consultant's services completed at the time of billing. Lead Consultant shall make payments to Consultant within forty-five (45) days of the invoice date. Consultant may, after giving seven (7) days written notice to the Lead Consultant, suspend services until payment is made in full of all past due invoices for this project.

The Consultant shall submit monthly statements of basic and additional services and for reimbursable expense incurred, based upon the Consultant's hourly rate schedule for services completed at the time of billing. Reimbursable expenses shall include qualifying travel expenses, postage, express mailings, printing expenses for copies in excess of 10 of the final report and 5 draft copies, and any artwork desired, such as renderings, cad imaging including fly-through segments that might be used in community publicity. Telephone and fax services are included in the basic fee. Lead Consultant shall make payment within thirty (30) days after receipt of invoice from Counsilman-Hunsaker. If Lead Consultant fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of invoice, Consultant may, after giving seven (7) days written notice to the Lead Consultant, suspend services under his Agreement until payment in full of amounts due Consultant for services and expenses have been paid.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Counsilman-Hunsaker and Counsilman-

Hunsaker's officers, directors, partners, employees, agents and Councilman-Hunsaker's Consultants, and any of them, to LEAD CONSULTANT and anyone claiming by, through or under LEAD CONSULTANT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in a any way related to the conclusions and recommendations expressed in the Feasibility Study shall not exceed the total compensation received by Councilman-Hunsaker under this Agreement.

IV. TERMINATION:

Each party agrees that upon the occurrence of a material breach or default of the other under the terms of this Agreement, it shall provide written notice of such default to the other. Such written notification given by the party shall specifically state the material breach or default under the terms of this Agreement. The notified party shall have thirty (30) days after such notice is given to remedy the specific breach or default. Upon the failure by the defaulting party to cure the specified breach or default within the allotted time, or recurrence of the same breach within thirty (30) days after its initial cure, the other party shall have the right to terminate this Agreement except with respect to any liabilities or obligations which, under the terms of this Agreement are to survive its termination.

V. SCHEDULE OF WORK:

The Consultant shall execute all of the tasks listed above within 120 calendar days of receipt of a signed agreement and authorization to proceed. Review periods by the Owner, postponement of meetings, submittal of Owner information or other delays not caused by the Consultant, will be added to the 120 calendar days.

VI. ENTIRE AGREEMENT:

This agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between his Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will be controlling.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:

COUNCILMAN-HUNSAKER OPERATIONS, LLC.

Stantec

BY: _____
Kevin Post - Principal

BY: _____

Date: _____

Date: _____

Contact Information:
Elvira Freire-Santamaria, AIA, LEED AP

Project Manager
Stantec
Phone: (305) 445-2900 x 2257
Cell: (305) 873-3255
Fax: (305) 774-6277
Elvira.Freire@stantec.com

Exhibit “B”
Insurance Requirements

EXHIBIT B

**INSURANCE REQUIREMENTS- AQUATIC FACILITY JC
BERMUDEZ "DESIGN PHASE" RFQ 2014-28 (LEAD
CONSULTANT/CONSULTANTS)**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000

Policy Aggregate \$1,000,000

Personal Injury \$1,000,000

Products/Completed Operations \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

Primary Insurance Clause Endorsement

Contingent and Contractual Liability

Premises and Operations Liability

II. Automobile Liability \$1,000,000

Owned or Scheduled Autos, including

Hired and Non Owned Autos

City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$500,000 for bodily injury caused by an accident, each accident

\$500,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

IV. Excess Liability

Limits of Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$2,000,000

City of Doral listed as an additional insured
Excess Follow Form over all applicable liability policies

V. Professional Liability/Error's & Omissions

A. Limits of Liability

Each Claim	\$2,000,000
Policy Aggregate	\$2,000,000
Retro Date Included	

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions. The City reserves its right to require or amend insurance requirements as needed in connection to the scope. The City further reserves the right to request copies of insurance policies from all interested parties shall a claim arise in connection with this agreement.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management