

RESOLUTION No. 14 – 64

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE CONCEPTUAL PARK DESIGN FOR THE NW 114TH AVENUE PARK; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, IN SUBSTANTIALLY THE FORM PROVIDED, FOR ARCHITECTURE AND ENGINEERING, CONSTRUCTION DOCUMENTS, BIDDING AND PERMITTING ASSISTANCE, AND PROJECT MANAGEMENT SERVICES FOR THE DEVELOPMENT OF THE NW 114TH AVENUE PARK, IN AN AMOUNT NOT TO EXCEED \$1,239,453.00; AUTHORIZING A FIVE PERCENT (5%) COST CONTINGENCY IN AN AMOUNT NOT TO EXCEED \$61,973.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Wannemacher Jensen Architects (the "Firm") was top-ranked and selected among respondents to RFQ #2013-29, "Engineering Services and Related Disciplines for NW 114th Ave Park" (the "RFQ") and submitted a proposal to provide architectural, engineering, and interior design services for the design of the new NW 114th Ave Park (the "Park"), including a new recreation center, concession, and on-site and off-site infrastructure to support the Park, which is attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, as a part of the Proposal, the Firm submitted a conceptual design for the Park, attached hereto as Exhibit "B" (the "Conceptual Park Design"), the approval of which has been recommended by Staff based on all available information with a bearing on the design of the Park; and

WHEREAS, in order to develop the Park, a Professional Services Agreement with the Firm, in accordance with the RFQ and the Proposal and in substantially the form

attached as Exhibit "C" (the "Agreement"), has been proposed for the provision of architectural and engineering services, preparation of construction documents, assistance with bidding and permitting, and project management services for the development of the Park, in an amount not to exceed \$1,239,453.00; and

WHEREAS, Staff has further recommended authorization of a five percent (5%) cost contingency, in an amount not to exceed \$61,973.00, to provide for unforeseen circumstances that may arise in the development of the Park; and

WHEREAS, the Mayor and City Council desire to develop the Park in accordance with the Conceptual Park Design with the assistance of the Firm, pursuant to the Agreement; and

WHEREAS, the Mayor and City Council find the development of the Park and the actions recommended herein are in the best interest of the community.

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

Section 1. Recitals. The above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Park Design. The Conceptual Park Design produced by the Wannemacher Jensen Architects for the NW 114th Avenue Park, attached hereto as Exhibit "B", is hereby approved.

Section 3. Approval of Professional Services Agreement. The Professional Services Agreement between the City and Wannemacher Jensen Architects for the provision of architectural and engineering services, preparation of construction documents, assistance with bidding and permitting, and project management services for the development of the NW 114th Avenue Park, in an amount not to exceed

\$1,239,453.00, in substantially the form attached hereto as Exhibit "C", is approved, subject to final approval by the City Attorney for legal sufficiency.

Section 4. Approval of Cost Contingency. A cost contingency constituting five percent (5%) of the contract price, in an amount not to exceed \$61,973.00, is hereby approved.

Section 5. Authorization. The City Manager, upon final approval for legal sufficiency by the City Attorney, is authorized to execute the Agreement, to expend budgeted funds on behalf of the City in accordance with the terms of this Resolution, and to take such other actions as may be necessary to implement the terms of the Agreement and this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

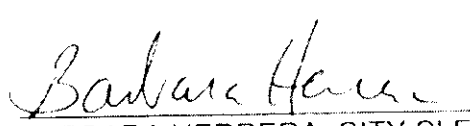
| | |
|---|-----|
| Mayor Luigi Boria | Yes |
| Vice Mayor Christi Fraga | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |
| Councilwoman Bettina Rodriguez Aguilera | Yes |
| Councilwoman Sandra Ruiz | Yes |

PASSED and ADOPTED this 28 day of April, 2014.



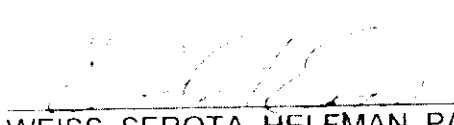
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE, PL
CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR
NW 114TH AVE PARK & RECREATION CENTER

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made between **Wannemacher Jensen Architects, Inc.**, an active, for-profit Florida corporation ("Contractor"), and the **City of Doral, Florida**, a Florida municipal corporation located in Miami-Dade County, (the "City"). Contractor and City may individually be referred to as "Party" or may collectively be referred to as "Parties."

RECITALS

WHEREAS, Contractor was top-ranked and selected among respondents to RFQ #2013-29, "Engineering Services and Related Disciplines for NW 114th Ave Park" (the "RFQ") and thereafter submitted a proposal to provide architectural, engineering, and interior design services for the design of the new NW 114th Ave Park (the "Park"), including a new recreation center, concession, and on-site and off-site infrastructure to support the Park, which is attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, Contractor and the City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for architectural and engineering services, preparation of construction documents, assistance with bidding and permitting, and project management services for the development of Park; and

WHEREAS, the City desires to engage Contractor, and Contractor desire to be engaged by City, to perform the services referenced above and specified herein on the negotiated terms and conditions provided for in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above-referenced recitals, which are incorporated herein and made a part hereof by reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, Contractor and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 Contractor shall furnish those professional services to the City as set forth in Contractor's Proposal, found in Exhibit "A" (the "Services").
- 1.2 The Services shall be performed according to a schedule, to be developed by the City, the Contractor, and the construction contractor, with which Contractor shall comply in performing the Services, providing a breakdown of tasks, timeline and deliverables to the City.
- 1.3 The Parties hereby acknowledge that Contractor has been hired to provide the Services only with regard to the work required for the Park as specified in the RFQ. Should the addition of any elements to the design of the Park

create additional work required by the Contractor, this Services may be amended by a modification of this Agreement pursuant to Section 14 herein. Nothing herein shall establish, or be construed to establish, a continuing contractual relationship for work beyond the scope of the Services involving the Park.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective as of the date fully executed by the Parties, which, if executed in counterpart, shall be the date corresponding to the last Party's signature, and shall remain in effect until such date on when the City receives the Final Certificate of Occupancy for the Park and any of its component buildings, unless the Agreement is terminated earlier in accordance with Paragraph 7.
- 2.2 Contractor agrees that time is of the essence with regard to this Agreement and performance of the Services and that Contractor shall complete each deliverable for the Service within the timeframes set forth in the Service Schedule, unless extended by the City Manager in a writing to the Contractor.

3. **Compensation and Payment.**

- 3.1 As compensation for the Services, Contractor shall be paid in accordance with the fees quoted in the Proposal upon the completion of each corresponding referenced item as noticed by the Contractor, for a total amount not to exceed ONE MILLION TWO HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED AND FIFTY THREE DOLLARS AND NO CENTS (\$1,239,453.00) (the "Fee"). The City shall tender the corresponding fee for each completed item of the Services, upon being noticed by the Contractor that a particular Service has been completed, upon receiving a detailed invoice from the Contractor for any such completed Service, and upon City's verification of the completion of the corresponding Service. Any portion of the Fee, when paid, shall constitute the sole compensation to which the Contractor is entitled for that corresponding portion of the Service, without regard to the amount of time, effort and/or expenses incurred by Contractor for the rendition of that Service. Similarly, the Fee shall constitute the total compensation to which Contractor is entitled for completion of all of the Services referenced in the Proposal, without regard to the duration of the project and/or the amount of time, effort and/or expenses incurred by Contractor for the rendition of all Services. Should any portion of the Services referenced in the Proposal be eliminated because of a change in the design and/or construction of the Park and/or for any reason whatsoever, the total Fee shall be appropriately reduced to reflect the elimination of that Service(s).
- 3.2 The City shall pay Contractor 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 such portion of the invoice payment that is in dispute amount and may pay to Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subcontractors.**

- 4.1 Contractor must seek the prior, written consent of the City Manager, or his designee, which shall not be unreasonably withheld, for any subcontractor Contractor seeks to use in the rendition of the Services.
- 4.2 The Contractor shall be solely responsible for all payments to any subcontractors with which Contractor may contract to perform any portion of the Services and shall maintain responsibility for all work related to the Services.

5. **City's Responsibilities.**

- 5.1 City shall furnish to Contractor, within a reasonable time following Contractor's written request, all available maps, plans, existing studies, reports, and other data in the City's possession that are necessary for Contractor's rendition of the Services.
- 5.2 The City shall arrange for access to, and make all provisions for Contractor to enter upon, such real property as required for Contractor to perform services. Contractor shall be required to provide such a request to the City in writing at least three (3) business days prior to the date and time when access will be needed. It shall be Contractor's responsibility to request time for entry to properly arrange any equipment, tools, and personnel as may be needed to perform the Services in a timely manner.

6. **Contractor's Responsibilities**

- 6.1 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Service as is ordinarily provided by a professional providing architectural & engineering design services under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Services, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of for any work performed by the Contractor or any subcontractors under this Agreement

7. **Termination.**

- 7.1 The City may terminate this Agreement upon thirty (30) days written notice to the Contractor. This Agreement is immediately terminable upon notice to Contractor if Contractor is found to have acted in a manner that is reckless or otherwise violative of City, county, state and/or federal law, in the performance of its services under this Agreement. The City may terminate this Agreement for any breach of this Agreement by Contractor, after the City has provided Contractor with notice of the breach and Contractor has failed to cure the same such breach within fifteen (15) days of receiving notice. An action of default shall be defined as any action taken by the Parties in contravention of the terms of this Agreement.
- 7.2 Upon receipt of the City's written notice of termination, Contractor shall stop work on the Service.
- 7.3 In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 7.4.
- 7.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service 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. **Insurance.**

- 8.1 The Contractor shall secure and maintain, throughout the duration of this Agreement, insurance of such type and in such amounts as specified Exhibit "B" and as may be required by the City at any time during the term of this Agreement. 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.
- 8.2 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. If additional expenses are incurred as a result of higher limit requirements over and above those indicated in Exhibit "B", they will be paid by the City.

9. **Nondiscrimination.**

- 9.1 During the term of this Agreement, Contractor 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

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

10.1 In the event of any litigation arising out of this Agreement, each Party shall be responsible for its own attorneys' fees and costs, including, but not limited to, the fees and expenses of any paralegals, law clerks and legal assistants, and fees and expenses charged for representation at both the trial and appellate levels.

10.2 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.

11. **Indemnification.**

11.1 To the extent allowed by Florida Law, Contractor 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 Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement, work performed by Contractor and subcontractor pursuant to this Agreement, any acts and/or omission taken by Contractor related to hereto. Contractor 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 Contractor's performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

11.3 The Parties hereby acknowledge, understand, and agree that the foregoing indemnification by Contractor is a critical term and constitutes separate, distinct and independent consideration for the City entering into this Agreement, of which the Parties voluntarily and knowingly acknowledge the receipt and sufficiency.

12. **Notices/Authorized Representatives.**

12.1 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: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For Contractor: Jason Jensen, Principal
Wannemacher Jensen Architects, Inc.
180 Mirror Lake Drive
St. Petersburg, FL 33701

13. **Governing Law.**

13.1 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, in a court of competent jurisdiction.

14. **Entire Agreement/Modification/Amendment.**

14.1 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.

14.2 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.

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

15.1 Contractor shall comply with the provisions of Chapter 119, Florida Statute, by performing such tasks as, without limitation:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

15.3 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 Contractor involving transactions related to this Agreement.

15.4 The City may cancel this Agreement for refusal by the Contractor 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.

16. **Nonassignability.**

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

17. **Severability.**

17.1 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.

18. **Independent Contractor.**

18.1 The Contractor and its employees, volunteers, and agents are, and shall 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.

19. **Compliance with Laws.**

19.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service. It is Contractor's responsibility to ensure that it has all applicable permits, licenses, and/or certifications necessary to conduct business in the manner necessary to perform under this Agreement.

20. **Waiver.**

20.1 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 single or continuing waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions.**

21.1 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.

22. **Prohibition Of Contingency Fees.**

22.1 Contractor warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the registered surveyor and/or mapper, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

23. **Force Majeure.**

23.1 It is understood that performance of any act by the City or Contractor 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

24. **Non-collusion.**

24.1 Contractor certifies the it has not divulged, discussed or compared his/her/its Statement of Qualifications with other respondents and has not colluded with any other proposer or parties to the RFQ whatsoever. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition. The only person or persons interested in the Proposal is/are named therein and that no person other than therein mentioned has any interest in the Proposal or in this Agreement. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees or established commercial agencies maintained by the Consultant for the purpose of doing business.

25. **Truth in Negotiating Certificate.**

25.1 Contractor 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 will be accurate, complete, and current at the time of contracting. Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto 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 each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. Contractor is furnishing this Truth in Negotiating Certificate pursuant to Chapter 287, Florida Statutes, for Contractor to receive a professional services agreement with the City of Doral

26. **Counterparts.**

26.1 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, by their authorized representatives, execute this Agreement on the respective dates under each signature intending to be bound.

Attest:

CITY OF DORAL


Barbara Herrera, City Clerk

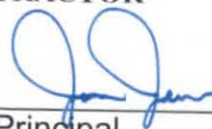
By: 
Joe Carollo, City Manager
Jose Olivo

Date: 5/6/2014.

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


WEISS SEORTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
City Attorney

CONTRACTOR

By: 
Its: Principal
Date: 05/02/2014



Mr. Joe Carollo
City Manager
City of Doral

April 14, 2014

Ref: Architectural & Engineering Design Services Proposal for NW 114th Ave Park & Recreation Center

Dear Joe Carollo,

Wannemacher Jensen Architects, Inc. is pleased to submit this proposal to provide Architectural, Engineering and Interior Design Services for the design of the new NW 114th Ave Park, including a new Recreation Center, Concession Building, onsite, offsite, and infrastructure to support park operations. The project site is approximately 18.36 acres and is located south of N.W. 82nd Avenue on both sides on N.W. 114th Avenue in the City of Doral, Florida.

The following is our Teams' complete Scope of Services and Fee Proposal. Wannemacher Jensen Architects (WJA) will lead both the building and site design. WJA will coordinate all consultants and be the primary contact for the city for both the building and site.

THIS FEE PROPOSAL IS SEPARATED INTO THE FOLLOWING CATEGORIES:

- **BASIC ARCHITECTURAL AND ENGINEERING SERVICES FOR VERTICAL STRUCTURES**
- **ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VERTICAL STRUCTURES**

- **ON SITE – BASIC CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE**
- **OFF SITE – BASIC CIVIL ENGINEERING FOR GRAVITY SEWER MAIN**
- **OFF SITE - 82ND AVE N RIGHT OF WAY ROADWAY DESIGN AND PERMITTING**
- **ON SITE – ADDITIONAL ARCHITECTURAL, STRUCTURAL ENGINEERING, MEP ENGINEERING, CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE, SITE LIGHTING, WETLAND MITIGATION**

- **ADDITIONAL AMENITIES NOT INCLUDED IN ORIGINAL MASTERPLAN**

BASIC ARCHITECTURAL AND ENGINEERING SERVICES FOR ALL VERTICAL STRUCTURES

Basic Services for schematic design, design development, construction documents, bidding assistance, permitting assistance, and construction administration include all of the following trades Services:

1. Architectural Services
2. Heating, Ventilating and Air-Conditioning (HVAC) Engineering
3. Plumbing Engineering
4. Electrical Engineering
5. Fire Protection Engineering
6. Structural Engineering

Scope of Services – Vertical structures

Vertical structures include approximately 35,000 sf recreation center, (1) stand-alone concession building with toilet facilities, (2) storage buildings, and multiple park pavilions.

Masterplanning and Conceptual Design

WJA will not charge a fee for these services.

Schematic Design

Based upon the approved Program and Staff participation, we will study, design and create a final site and building plan for the new Recreation Center.

1. Final site evaluation and investigation.
2. Determine site development constraint information.
3. Refinement of master plan concept.
4. Building/Zoning Code review and documentation will be included to assess the new Building's design concepts compliance with existing codes.
5. Develop preliminary building floor plan drawings based upon the approved program.
6. The Structural Engineer will coordinate with the City's Geotechnical Company to request and recommend locations to analyze subsoil conditions for use in foundation and underground construction design.
7. Preparation of a final Site Plan, final Schematic Building Floor Plan, and Building elevations. See also 3 Dimensional Computer Renderings and Augmented Reality.
8. Two Meetings with the City's Design Team to review the plans.
9. One Meeting with the Construction Manager to review the Constructability/Cost Estimate Reports. The CM will prepare and distribute meeting notes for this meeting.
10. Meeting Notes will be prepared to document all meetings. These notes will be prepared by the Construction Manager and Architect. All attendees will have the opportunity to review and comment. The notes will be updated if necessary, and then redistributed by the CM to all attendees and team members.
11. Attend Pre-application meeting with City of Doral Planning and Zoning department.
12. Assist in the review of Construction Manager RFQ, and Qualifications submissions, and Guaranteed Maximum Price submission/contract (GMP).

Design Development

Based upon the approved schematic design, the Architect and consultants will finalize the floor plan designs and prepare preliminary detailed drawings to illustrate the proposed design.

1. Initiate design work with all design team consultants, coordinate systems and drawing backgrounds.
2. Develop final design plans.
3. Develop final exterior elevations and overall design form.
4. Two Progress meetings with the Owner & Construction Manager to review the final design.
5. Assist the City in the preparation of documents for variance applications as needed. Perimeter parking configuration is to be evaluated.
6. Provide outline specifications.

Construction Documents

1. Prepare detailed drawings and technical specifications to illustrate all aspects of the proposed design based upon the approved design development.
2. Coordinate work with all design team consultants.
3. Two Meetings with the Owner and Construction Manager to review the plans.

4. We will provide design assistance to support the City's IT requirements and our drawings will provide locations for all telephone & data infrastructures.
5. Meetings with all Design Team subconsultants.
6. Update drawings and backgrounds for all Design Team subconsultants.
7. Technical Specifications in book format.
8. The team will also attend one Meeting with the City's Plans Examiner and DRC Committee to review the proposed design against any potential building code issues.
9. We will prepare interim construction documents for review at the 50% stage.

Assistance with Permit Review

1. Prepare signed and sealed documents for permit submittal.
2. Respond to all permit review comments and facilitate the building permit for construction. We assume that the Construction Manager (CM) will apply for and pull the Permit.
3. We assume that all permit application and review fees will be paid directly by the Owner or CM, including those required by the City, SWFWMD, right-of-way, etc.

Assistance with Bidding

1. Assist the City and/or Construction Manager, Bid Addenda, and bid documents as required.
2. Respond to questions by the City and/or CM and his bidding sub-Contractor's via the CM.
3. The Construction Manager will handle distribution of Bid Documents.
4. Electronic copies of the base plan files will be provided to the Construction Manager on CD. The Construction Manager and sub-contractors shall agree not to modify, change or reuse the computer files without the knowledge or written consent of the Design Professional. Because of liability issues, only .pdf files will be provided for bidding.
5. Attend one meeting to review the Guaranteed Maximum Price (GMP). 3 GMP revisions are anticipated.

Construction Administration

We will provide construction oversight to ensure the project is built according to plans and specifications and assist the Construction Manager when conflicts or clarifications are needed to the plans and specifications. The Architect and Engineers will make periodic site visits to observe construction and follow the progress. WJA anticipates the construction manager delivery process. The schedule is anticipated to be 11 months with one additional month for substantial completion.

1. Attend pre-construction meeting.
2. Review and monitor the Construction Manager's critical path schedule.
3. Review Construction Manager's City and/or contractor's schedule of values and pay applications.
4. Attendance of project team meetings at the project site two times per month during site preparation. Mile stone meetings would typically be coordinated with the standard meeting. WJA and consultants will be available if a special meeting is required. Total jobsite meetings anticipated is 24 plus one substantial completion punch list walk through and one final completion meetings. Total of 26 meetings during the construction phase. Also, see threshold inspections that provide complete structural inspections and site visits throughout vertical construction.
4. Shop drawing and submittal review and approval.
5. Respond to Construction Manager's questions and need for clarifications.
6. Attendance at substantial completion walk-through.

7. Prepare punch lists.
8. Attendance at final walk-through.
9. Review and approve Construction Manager's and/or contractors prepared as-built drawings.
10. The CM will provide meeting notes & field reports to document agenda & construction status.
11. WJA will review proposal requests, change orders, and material test reports.

BASIC ARCHITECTURAL AND ENGINEERING SERVICES FOR VERTICAL STRUCTURES FEES

| | |
|--|---------------------|
| Conceptual design, programming and master planning | \$0.00 |
| Schematic Design | \$68,600.00 |
| Design Development | \$126,550.00 |
| Construction Documents | \$246,150.00 |
| Permitting | \$11,075.00 |
| Bidding | \$15,075.00 |
| Construction Administration | <u>\$126,550.00</u> |
| Sub-Total | \$594,000.00 |

ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VERTICAL STRUCTURES

These services are specified outside of the basic design services by the Florida Department of Management Services (DMS)

Interior Design Services

1. Meeting with the City to assess new furniture needs for new Recreation Center.
2. Preparation of a room by room furniture program document.
3. Preparation of new furniture plans and drawings to assist with installation of new furniture.
4. Materials research and compilation.
5. Color board preparation (to occur during Construction following submittal of samples).
6. Specialty lighting selections.
7. Specialty interior cabinet millwork design, elevation drawings, sections and details.
8. Coordination with the City's IT/Data staff to determine preliminary placement of all electrical power, telephone and data drops. Coordinate electrical and IT with furniture systems.
9. Specifications and selection of all room finishes, including carpet, paint, wallcovering, wall base, plastic laminate at millwork cabinets, vinyl composition tile, furniture fabric, exterior window blinds, chairrail, wainscoat, etc.
10. Assistance with new furniture selection.
11. Interior signage specification.

Three Dimensional Computer Renderings

We will create color renderings during the Design Development phase. These renderings will be useful tools when presenting the design to the Public and the City Council. We will also update an augmented reality model that can be available to the council and public.

Acoustical System / Audio Visual Consulting Services

The Recreation Center will require the design and integration of a complete audio visual system including, but not limited to the following:

1. A Building wide paging system.
2. CATV distribution inside the building.

3. Audio/visual systems for Gym, multipurpose rms, conference rms and aerobics/dance rm.
4. Access control system for all staff only areas.
5. LED Signage for the main entrance and monument signs. Note that any signage Permits will need to be pulled by the Sign Company.

Security/CCTV/Low Voltage Wiring

Our Scope of Services will include the incorporation of all required interior and exterior infrastructure into the documents and coordination with the City's Security System Vendor and IT/Data Staff. Design and documentation of the infrastructure for Security Cameras, Card Access Systems, Multi-Function Devices, Computers, etc. are included.

1. Voice/data infrastructure for all areas including site.
2. Telecom room layouts and service entrance.
3. Security cameras for inside premises in the new building including exterior doors, and an alarm panel for the new building.

Fire Sprinkler System Design with Hydraulic Calculations

Fire protection design will be provided by fire protection sub-contractor.

Threshold Inspection Services during Construction

Threshold Inspection Services are mandated by Florida Law for large assembly public buildings. The Community Center qualifies as a large assembly building. The Threshold Inspector shall observe that the structural work is executed in substantial accordance with the permitted Official Contract Documents which are defined as the permitted plans, recorded addenda, and the specifications with all amendments thereto, including the Threshold Inspection Plan.

The Threshold Inspector shall maintain a record of the progress, working conditions, observations given to the Construction Manager and suspected deviations from the Official Contract Documents. The reports shall be in writing and shall be made out promptly at the end of the period covered. The reports must be present at all times, in the Construction Manager's field office, in the job site in the form of a job site log and an inspection field report for each day an inspection is made.

The Threshold Inspector will inspect the following areas:

1. Foundation reinforcement and concrete placement.
2. Load bearing CMU wall reinforcement, erection and concrete placement.
3. Structural steel erection and connections.
4. Steel roof deck placing and fastening.

Reporting Information and Observations:

It is the duty of the Threshold Inspector to notify the Construction Manager, Building Official, Architect of Record, and the City's Project Manager if the following events occur:

1. The use of materials, equipment or workmanship that does not conform to the Official Contract Documents or which may cause improper construction, which is not acceptable.
2. Work that is not being done in accordance with the approved Official Contract Documents.
3. Faulty construction or of construction performed without inspection and not capable of being inspected or tested in place.

4. The request for interpretations from the Architect of Record, as required, to clarify the construction documents.

Requirements of the City / Contractor:

The Construction Manager shall arrange for all necessary construction records to be furnished to the Threshold Inspector during the progress of the work in a timely manner. Such records shall consist of, but may not be limited to: soil density test records, shop drawings, mill reports, concrete cylinder test reports, bolted and welded connections testing result, etc.

Responsibility:

The Threshold Inspector does not surrogate the Building Official's or the Architect's responsibilities. Further, it is not intended that the Construction Manager's contractual or statutory obligations are in any way relieved or foregone by the presence of the Threshold Inspector. The Construction Manager has the sole responsibility for any deviations from the Official Contract Documents. The Threshold Inspector will not replace the quality control personnel for the Construction Manager. All inspections will be in accordance with the provisions of the Threshold Inspector Law.

Limitations:

Unless otherwise provided in written requests, this Proposal limits the Threshold Inspector to provide services only with regard to the structural frame of the building, including foundation, primary and secondary framing systems, and all items included in the Inspection Plan and as indicated above. This Contract does not include any testing of bolted or welded connections, concrete slump or concrete strength test, which should be done by a testing lab (hired directly by the City's Project Manager or Construction Manager) as specified by the Engineer of Record. Also this Proposal does not include inspection of any safety provisions as required by OSHA or other safety standards that apply during the construction period. Nor does it apply to elements such as mechanical/electrical systems, architectural components, site work or other elements not contributing to the capacity of the structural building frame. Since the Threshold Inspector does not certify that the Official Contract Documents are, in themselves, in compliance with the Florida Building Code, all certifications issued will refer to completed work being in substantial accordance with the Official Contract Documents rather than the Florida Building Code.

ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VERTICAL STRUCTURES FEES

| | |
|---|--------------------|
| Interior Design / Furniture, Fixtures & Equipment / Move-In | \$25,500.00 |
| 3 Dimensional Computer Renderings and Augmented Reality | \$10,000.00 |
| Acoustical /Audio Visual Consulting Services | \$21,600.00 |
| Security/CCTV/Low voltage Wiring | \$18,000.00 |
| Threshold Inspection Services during Construction | <u>\$21,000.00</u> |
| Sub-Total | \$96,100.00 |

ON SITE – BASIC SERVICES CIVIL ENGINEERING

On Site Civil Engineering Services

The project will be designed based on the schematic site plans prepared by the Architect. Variance and special exception permitting/negotiation/application and submittals to the City are also not included. Design of offsite stormwater or utility improvements is designated under offsite civil engineering services.

This task includes those designated services necessary to prepare permit documents drawings, specifications and related documents setting forth, in detail, the requirements for construction of the project. The civil Engineer will also prepare the drainage report and computations as required for storm water permitting. Civil Engineer will provide existing and new site elevation requirements, earthwork cut/fill calculations will be performed by site contractor. Specifications will be provided as notes on the plans. Preparation of CSI format contract specifications is not included in this scope of services. In general, the onsite construction plans will depict the following improvements and scope:

1. Prepare the plans and specifications for land development sufficient for approval by the City of Doral and SFWMD.
2. Prepare on-site utility plans connecting the building fire, water, and sanitary sewer service to existing off-site infrastructure.
3. Coordinate with soft utility companies (i.e. electric, communication, etc) to provide service to proposed buildings.
4. Location of domestic and fire water services connecting 5' outside of the building to the nearest water main. This includes associated appurtenances such as the back flow preventers, meters, etc., that are not located within the building.
5. Location of sanitary sewer services connecting 5' outside of the building to the nearest sanitary main.
6. Design of a proposed storm-water management system to comply with 25 year-72 hour storm event requirements. Proposed site grading will be provided in accordance with SFWMD FEMA, DRER, DERM, City of Doral and ADA criteria, and to promote the positive flow of storm runoff to proposed drainage inlets. Proposed site grading will also be based on existing grades as shown on the topographic survey provided by the Client.
7. Civil Engineer will prepare storm water management computations for pre-treatment and retention of storm runoff as required by the Miami-Dade Department of Regulatory and Economic Resources (DRER). The computations will be based on soil test results provided by the city's geotechnical engineer and will be provided in a Storm Water Management Report signed/sealed by the Engineer. Proposed drainage improvements will consist of a standalone, on-site system designed to manage runoff generated by the project, and may consist of either swales (dependent upon the infiltration rate of the natural ground), and/or exfiltration trench (French drain).
8. Concrete/Paver/Asphalt parking area design and layout, including the angled parking on 82nd Street and 112th Avenue, the onsite east/west connector road and parking area, access points on private property, and the necessary curbing and sidewalk areas.
9. Civil Engineer will provide technical support to the Client, Client's consultants/design team and/or applicable governmental regulatory agencies as part of this task.

Permitting

Based on the "Project Understanding", civil engineer will prepare permit applications with supporting documentation for the Client's signature and subsequent transmittal to the following regulatory agencies:

- 1. South Florida Water Management District (SFWMD) through Miami-Dade County Department of Regulatory and Economic Resources (DRER), and Florida Department of Environmental Protection (FDEP):**
 - a. stormwater management plans

2. Miami-Dade County Department of Regulatory and Economic Resources (DRER): may be routed to SFWMD, per DRER's assessment.

- a. Water Control and storm water Environmental Resources Permit (ERP) for on-site Storm Water Management System Review and Approval (offsite drainage improvements are included in this task)
- b. The civil engineer will complete the DRER Sewer Allocation Form and send it to the Client's permit expeditor for processing
- c. Water Supply and Wastewater

3. City of Doral:

- a. Water and Sewer Plans Review (*Services only*)
- b. Public Works Review (off-site water and sewer improvements to be reviewed by M-D WASD)
- c. Fire Department
- d. Planning and Zoning
- e. Building
- f. Parks and Recreation

4. Florida Department of Environmental Protection (FDEP):

- a. Water Distribution
- b. Sanitary Sewer Collection System

5. Florida Department of Health (FDOH)

- a. Water – No permit required letter (onsite system)
- b. Sewer – No permit required letter (onsite system)

6. Miami Dade County Public Works

- a. Driveway/Access Connection Approval
- b. Roadway approval
- c. Pavement marking and signage
- d. Drainage
- f. Fire

7. Water and Sewer Authority Department (WASD)

Permit fees and impact fees are not included. The civil engineer will address comments or agency requests for additional information (RAIs) as part of this task in conjunction only with this project. Both Additional meetings with reviewers and new, additional comments, after a second review, and deviating from the original, intended design, will be addressed as an additional service

After the civil engineer has submitted permit applications and received comments from the applicable regulatory agencies, we will upgrade the permit documents to full contract documents. The plans will be prepared reflecting comments and/or conditions set forth by the regulatory agencies during the permitting process. Any changes requested beyond this point will be addressed as additional services.

ON SITE – BASIC SERVICES CIVIL ENGINEERING

| | |
|-----------------------------|---------------------|
| Schematic Design | \$20,550.00 |
| Design Development | \$27,400.00 |
| Construction Documents | \$54,800.00 |
| Bidding / Permitting | \$6,850.00 |
| Construction Administration | <u>\$27,400.00</u> |
| Sub-Total | \$137,000.00 |

OFF SITE – BASIC CIVIL ENGINEERING FOR GRAVITY SEWER MAIN

The design team will negotiate with WASD to eliminate this requirement. This requirement was given when this site proposed a dense multi-family development. The current proposed use has significantly less impact on the sewer system therefore will argue that this should not be required. This however is up to WASD therefore we have included this service if WASD negotiations are unsuccessful.

The Civil Engineer will provide design and construction documents for the construction of a new sewer main within or along the right-of-way of NW 114th Avenue from the south boundary of the property to NW 82nd Street. The water main will be designed following AWWA standards and the Standard Details and Specifications of the Miami-Dade Water and Sewer Department (WASD). Preparation of CSI format contract specifications is not included in this scope of services. In general, the off-site water main contract documents will depict the following improvements:

1. Locations of connections to the existing WASD water distribution system in accordance with "Points of Connection" from the WASD Water and Sewer Agreement
2. Plans of the proposed water main installation with survey baseline for reference
3. Profiles of the proposed water main installation identifying potential conflicts and how to navigate around them while maintaining the minimum horizontal and vertical separations from sanitary and storm sewers required by FDEP.
4. Locations and spacing of proposed fire hydrants
5. Valving and/or manifolding of the proposed water distribution system
6. Service tees and service lines branching from the proposed water main
7. Details for roadway pavement restoration

Based on the "Project Understanding", the Civil Engineer will prepare permit applications for the proposed off-site water main extension along with supporting documentation for the City's signature and subsequent transmittal to the following regulatory agencies:

1. Miami-Dade Water and Sewer Department: With assistance from the Client, The civil engineer will prepare the package for submittal to MDWASD requesting a Water and Sewer Service Agreement.
2. Miami-Dade Water and Sewer Plans Review: "Dry-run" review of water main extension plans.
3. Miami-Dade Water and Sewer Plans Review: Final review of water main extension plans.
4. Miami-Dade County Department of Regulatory and Economic Resources (RER): Fill out a Sanitary Sewage Capacity Certification (Allocation) Application and send it to the Client's permit expeditor for processing.
5. City of Doral Public Works Department: "Dry-run" review of water main extension plans.
6. Miami-Dade Fire Rescue: Review of water main extension plans.
7. Miami-Dade County Department of Regulatory and Economic Resources (RER): Review of

Water and Sewer Plans.

8. Florida Department of Health (FDOH) Water – Offsite water main construction permit.

Permit fees and impact fees are not included. The Civil Engineer will address reasonable comments or agency requests for additional information (RAIs) as part of this task in conjunction only with this project. Both Additional meetings with reviewers and new, additional comments, after a second review, and deviating from the original, intended design, will be addressed as an additional service. If separate or additional submittals are requested by any of the jurisdictional agencies, the client or any of the client's consultant, said submittals will be made as an additional service.

After the Civil Engineer has submitted permit applications and received comments from the applicable regulatory agencies, we will upgrade the permit documents to full contract documents. The plans will be prepared reflecting comments and/or conditions set forth by the regulatory agencies during the permitting process. Any changes requested beyond this point will be addressed as additional services.

OFF SITE - CIVIL ENGINEERING GRAVITY SEWER MAIN FEES (If required)

| | |
|-----------------------------|--------------------|
| Schematic Design | \$0.00 |
| Design Development | \$8,900.00 |
| Construction Documents | \$16,500.00 |
| Permitting | \$1,650.00 |
| Bidding | \$1,650.00 |
| Construction Administration | <u>\$2,300.00</u> |
| Sub-Total | \$31,000.00 |

OFF SITE – 82nd AVE N Right of way Roadway Design and Permitting

This task requires the civil and landscape design of the 82nd AVE N right of way adjacent to the site. The design team will provide all design and permitting services required to implement the sections and plans depicted in previously permitted drawings entitled "Doral Traffic Calming Devices NW 82 st from NW 116 CT to NW 114 PL"

| | |
|-----------------------------|--------------------|
| Schematic Design | \$0.00 |
| Design Development | \$11,649.00 |
| Construction Documents | \$19,415.00 |
| Permitting | \$1,942.00 |
| Bidding | \$1,942.00 |
| Construction Administration | <u>\$3,882.00</u> |
| Sub-Total | \$38,830.00 |

ON SITE – ADDITIONAL ARCHITECTURAL, STRUCTURAL ENGINEERING, MEP ENGINEERING, CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE, SITE LIGHTING, WETLAND MITIGATION SERVICES

Wetland Permitting and Mitigation

Related to wetland mitigation and permitting, the civil engineer will prepare permit applications with supporting documentation for the Client's signature and subsequent transmittal to the following regulatory agencies:

Site Characterization and Wetland Delineation: In preparation for the proposed Environmental Resource Permit (ERP) application, Class IV wetland application, and US Army Corps application described below, the civil engineer will conduct one (1) site visit and field flag the wetlands in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code and the US Army Corps of Engineers 1987 Wetland Delineation Manual. The civil engineer will coordinate with the surveyor to incorporate the flags into the site plan. During the site visit, the civil engineer will also characterize the existing wetlands and surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by listed species. The information collected during this site visit will be used as supplemental information during the environmental permitting tasks described below. The civil engineer will review readily available natural resource documentation, previous environmental studies (provided by client), and listed species information. The civil engineer will request information from the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of listed species on and in the vicinity of the subject property. In addition, the civil engineer will request information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources. The habitat types will be mapped on a blue-line aerial photograph or equivalent in the field. This information will be used to prepare a land cover map using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS – FDOT, 1999) required by the permitting agencies. The acreage of upland and wetland habitats will be included on the FLUCFCS and will be approximate based on aerial interpretation.

Wetland Permitting with South Florida Water Management District (SFWMD): Based on the limits of the wetlands established at the beginning of this task, the civil engineer will prepare an Individual Environmental Resource Permit application. The permit application will include permit drawings indicating the limits of proposed on-site excavation and fill areas, limits of existing wetlands, proposed impacts to existing wetlands, and typical sections illustrating the proposed on-site excavation/fill activities as well as Section A, C and E, and Table 1 of the application. Drainage calculations and site plans are included in a separate task and will be attached to the permit application. For the purposes of this scope, it is anticipated that mitigation will be accomplished in the form of off-site credit purchase at Hole-in-the-Donut Mitigation Bank and/or FPL Everglades Mitigation Bank. After application submittal, the civil engineer will attend one (1) site visit with SFWMD to review the wetland line. Once the application is submitted, the civil engineer will respond to two RAI from SFWMD. All permit application fees shall be paid by the Client. A technical memo will be provided regarding endangered species.

Wetland Permitting with Miami-Dade Regulatory and Economic Resources (RER): The civil engineer will prepare a Class IV (Wetland Permit) application showing the proposed limits of fill and the associated wetland impacts to be submitted to Miami-Dade Regulatory and Economic Resources (RER). The Class IV application will include preliminary conceptual drawings indicating the limits of proposed on-site excavation and fill areas, limits of existing wetlands, and typical sections illustrating the proposed on-site excavation/fill activities. It is anticipated that the same mitigation will be required by each agency. If additional mitigation is required or some form of onsite mitigation is required, the client will be notified and an addendum will be prepared. Once the application is submitted, the civil engineer will respond to up to two RAI from RER and conduct up to one site visit with RER. All mitigation and permit application fees shall be paid by the Client.

Wetland Permitting with US Army Corps of Engineers (USACE): Based on the limits of the wetlands established at the beginning of this task, the civil engineer will prepare an Individual Dredge and Fill permit application. The permit application will include preliminary site plan drawings indicating the limits of proposed on-site excavation and fill areas, limits of existing wetlands, proposed impacts to existing wetlands, and typical sections illustrating the proposed onsite excavation/fill activities. The civil engineer will also prepare an Alternative Analysis as it is required by the USACE. This Alternative Analysis will address potential avoidance and minimization efforts to limit the amount of wetland impacts the project has. Due to the relatively low quality of the wetlands onsite, it is assumed that a standard alternative analysis will suffice for permitting needs. It is assumed that the same mitigation required by RER and SFWMD will meet the requirements of the Army Corps. If additional mitigation is required a separate scope and fee will be prepared. Once the application is submitted, the civil engineer will respond to two (2) RAI from USACE and conduct up to one site visit with USACE. All permit application fees shall be paid by the Owner.

Land Survey

There is an existing Boundary, Topographic and Tree Survey of the existing site. This survey was performed in 2012 and must be re-certified. Some additional topography elevations are also required to accurately grade the site. This proposal assumes that the City will contract directly with a surveyor to complete this work.

Geotechnical Soils Testing and Report

Our Structural Engineer and Civil Engineer will recommend locations for Soils Testing. This proposal assumes that the City will contract directly with a Geotechnical Company to complete this work. At this time, we anticipate the need for four (12) Standard Penetration Test borings to a maximum depth of 30 feet, four (4) hand auger borings to a depth of 5 feet to establish pavement recommendations for the proposed parking lot, and two (2) double-ring infiltrometer tests and seasonal high water estimates in the proposed stormwater retention areas.

Landscape Architecture Services

Design and documentation will be provided to meet all City of Doral landscape requirements on the site. It also includes design and documentation above and beyond code minimum including tree replacement, vehicular use area landscaping, perimeter landscape buffers, building perimeter, design and input on open space design, pedestrian linkages, hardscape areas surrounding the building and design shaping of stormwater features. The landscape design will incorporate xeriscape and low maintenance shrubs and plantings. An irrigation plan is also included.

1. **Site Plan:** WJA and Landscape Architect will update the preliminary site plan in order to show all the existing and proposed hardscape and landscape elements. The site plan will be used as the base for the site related landscape architectural and engineering plans and will show site data summary indicating general statistical information (overall project acreage and open space acreage).
2. **Hardscape Plan:** Landscape Architect will further develop a hardscape plan. The intent will be to identify the limits of specialty paving and specialty paving types. In establishing the paving limits, we will study emergency vehicle and wheelchair access. The hardscape plan will also identify preliminary locations and quantities for site furnishings, site lighting and monument signage.
3. **Hardscape Schedule of Materials:** Landscape Architect will further develop a schedule of hardscape materials. Though we will select these items for their support of the overall design

intent, we may, in some cases, require custom fabrication for key elements. It is anticipated that this schedule will identify preliminary finishes, materials and colors for specialty paving types, wall types, fence types, gate types and site furnishings.

4. **Layout & Reference Plan:** Landscape Architect will prepare layout plans to fix the limits of paving and hardscape elements. All significant hardscape features will be labeled and referenced to detail the enlargements indicated. Our drawings will locate hardscape elements via plan coordinate system, or if a specific relationship is necessary, dimensioned from an established datum (building, wall, curb, grid-line etc.). The landscaping architect's drawings will be produced in CAD, per the standard platform established and coordinated with the Client, to be inserted into the correct grid alignment of the overall project. The plan will also show locations of surface features such as furnishings, signage, lighting, and above grade utility appurtenances.
5. **Planting Plan:** Landscape Architect will prepare planting documents showing trees, shrubs, ground cover ornamental grasses and vines. Planting plans will fix the separation line between turf and planter areas and will identify plant species symbols and plant quantities for each bed.
6. **Planting Details:** Landscape Architect will prepare typical plant details to communicate the proper result of plant installation, including anchoring details, plant spacing diagram and tree guying.
7. **Plant Schedule of Materials:** Landscape Architect will prepare a schedule of plant materials to be used on the project. Size requirements, typical spacing and comments will be provided. These materials will be selected based on their visual value, maintenance demands and horticultural compatibility with the Miami-Dade County hardiness zone. Size specifications and typical spacing will be assigned to establish base level costs. All plant selections will be coordinated with the City's landscape requirements.
8. **Site Lighting Plan and Details:** WJA / Landscape Architect will identify the lighting character based on intensity, color and desired effect and will incorporate site lighting locations on the Site Plan. WJA and Landscape Architect will select and locate site lighting fixtures, and coordinate the site lighting design with a lighting vendor and the electrical engineer. Photometric calculations and electrical engineering point of services and/or electrical services are to be provided by Electrical Engineer.
9. **Enlargements, Sections and Details:** landscape architect will prepare plan enlargements, cross sections and details to fix the materials, finishes and critical dimensions of hardscape elements.

Parking Lot lighting, Driveway, path lighting, Ballfield Site Lighting Design, Site electrical, Site plumbing

This task involves the electrical engineering of the Site Lighting. Also included is the coordination with the utility company and the City's staff to incorporate the required underground infrastructure and the specification of overhead light fixtures. We understand that Musco lighting is utilized on other City of Doral Ball fields therefore they will be the basis of design and their design services will be used to assist with Ballfield Lighting. This Service will also include misc. plumbing fixtures such as hose bibs and water fountains. This service will include a photometric study early in the process to determine the correct athletic lighting levels, path lighting levels, and ensure eliminate light trespassing to adjacent property owners.

Site Structural

This task involves the design and documentation of foundations and vertical structures throughout the site including but not limited to canopies, playground foundations, retaining walls, shade

structures, dugout covers, and miscellaneous foundations. (The park pavilions, concession building, storage buildings, and the recreation center are included within basic services.)

ON SITE – ADDITIONAL ARCHITECTURAL, STRUCTURAL ENGINEERING, MEP ENGINEERING, CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE, SITE LIGHTING, WETLAND MITIGATION FEES

| | |
|--|---------------------|
| Wetland permitting and mitigation | \$30,000.00 |
| Parking Lot, Driveway and Ballfield Site Lighting Design | \$22,000.00 |
| Site Structural | \$8,000.00 |
| Landscape Architecture and Irrigation Design | <u>\$140,000.00</u> |
| Sub-Total | \$200,000.00 |

ADDITIONAL AMENITIES NOT INCLUDED IN ORIGINAL MASTERPLAN

Pedestrian Bridge

Services shall include all architectural, structural, electrical, and civil engineering to design a pedestrian bridge above NW 114th Ave. The design will provide a safe crossing for pedestrians, provide a gateway to the park and the city, and provide an opportunity for City/Park Signage by attaching to the building we can save the cost of a ramp and stairs on one side of the bridge. A ramp would be required on the east side. The general design intention is depicted in the submitted rendering. From a safety perspective pedestrians would be visible by drivers.

Conceptual Estimate of Probable Construction Cost: \$650,000 - \$1,000,000.

Additional Soccer/Football field

Due to the greater efficiency of the master plan the design team was able to add an additional soccer/football field. We believe that the additional field allows more opportunities to attract leagues, teams, and events to the site. Added scope includes two additional sport lighting poles, additional fine grading, and drainage.

Conceptual Estimate of Probable Construction Cost: We believe the incremental cost of this additional feature can be accommodated within the base budget.

Scope of services: included in base fee services

Splash Pad/Spray Ground

The design team understood that there was a community desire to have a water feature in the plan. Due to the greater efficiency of the master plan we now have room to include a water feature. There would be no standing water, it would be motion activated, and would not require staff supervision. This feature is typically a primary draw and amenity for kids and families. It would be accompanied by shelters which could support birthday parties and other social gatherings. Estimated size would be approximately 2,000 sf with a variety of water spray features attractive to kids of varied ages.

Estimated Construction Budget: \$300,000 - \$400,000

Scope of services: An aquatics specialty Engineer will provide piping design, equipment specifications, play feature design, hydraulic calculations, health department and structural design.

Two site visits by the aquatics engineer are included along with general construction administration services including submittal review and RFI response.

Glorieta

700 sq foot (30'-0" diameter) Ornamental Round performance stage and shelter. This feature would support the civic lawn and be a focus point for events and performances.

Conceptual Estimate of Probable Construction Cost: \$225,000

Scope of services: Architectural design, structural engineering, electrical engineering, and civil coordination with 114th Ave required to design and permit the bridge structure.

Soccer/Football Field Artificial Turf

Due to the ongoing maintenance of soccer and football fields the team was asked to evaluate artificial turf. The approximate cost for artificial turf, base material, and installation is \$8 - \$10 per square foot depending on the final specification. Drainage would be included in either turf or natural grass therefore it is not included in this number. The area of each field is approximately 80,000 sf.

Conceptual Estimate of Probable Construction Cost: \$650,000 - \$800,000 per field, or \$1,300,000 - \$1,600,000

Scope of Services: Additional drainage system and sub base material civil design is required. Design team will also assess turf systems, price, and warranties.

SERVICE FEES FOR ADDITIONAL AMENITIES NOT INCLUDED IN ORIGINAL MASTERPLAN

If directed to proceed with each option the following fees apply:

| | |
|---|---------------------|
| Pedestrian Bridge – Design thru CA Services | \$69,500.00 |
| Splash Pad / Spray Ground – Design thru CA Services | \$30,500.00 |
| Glorieta – Design thru CA Services | \$27,523.00 |
| Soccer/Football Field Artificial Turf – Design thru CA Services | <u>\$15,000.00</u> |
| Total of Fees | \$142,523.00 |

Additional Services Compensation

1. Additional work outside of the scope stated herein and approved in writing, will be billed at hourly rates shown in our contract with the City or negotiated as a lump sum.

Reimbursable Expenses

1. Reimbursement required for all Printing, Plotting, Courier, mail, overnight delivery costs, and other project related out of pocket expenses incurred by the A/E Team. Note that the Team will strive to go as paperless as possible.
2. Reimbursement required for all Mileage at \$0.55 per mile or Airfare from TPA to MIA.
3. Note that the Total of all Reimbursables, Out of Pocket Expenses, is estimated to be approximately \$20,000.

Payment Provisions

1. Invoices will be prepared monthly and reflect progress to date. (30 days net).

The Following Services Are Not Included Within This Fee

1. LEED Building Certification.
2. Life Cycle Cost Analysis of any system is not included.
3. Value Engineering of any system or product after bids are awarded. We will assist in developing additive or deductive alternates prior to the bid.
4. Owner requested changes to the scope and/or drawings after final construction documents are submitted, including any changes during construction.
5. Record drawing production to document Construction Manager notations or changes in the CAD files. This includes documentation of field modifications made by the Construction Manager that may be required to obtain a Certificate of Occupancy.

Schedule

1. Our work will be completed according to the Schedule developed by the Owner, the Architect and the Construction Manager. Our ability to meet this schedule is dependent on timeliness of decisions and meetings.
2. These fees are good until 3 months from the date of this proposal. If subsequent to the Notice to Proceed, the project is put on hold through no fault of WJA for a period of 6 months or longer, then we reserve the right to adjust our remaining fees.

PROPOSED FEES – FEE SUMMARY

| | |
|---|-----------------------|
| Basic Architectural & Engineering Services for Vertical Structures | \$594,000.00 |
| Additional Architectural & Engineering for Vertical Structures | \$96,100.00 |
| On Site – Basic Civil Engineering | \$137,000.00 |
| Off Site – Basic Civil Engineering for Gravity Sewer Main | \$31,000.00 |
| Off Site – 82 nd AVE N Right of way Roadway Design and Permitting | \$38,830.00 |
| On Site – Additional Architectural, Structural Engineering, MEP Engineering, Civil Engineering, Landscape Architecture, Site Lighting, Wetland Mitigation | \$200,000.00 |
| Service Fees For Additional Amenities Not Included In Original Masterplan | <u>\$142,523.00</u> |
| Total of Fees | \$1,239,453.00 |

If any of the above mentioned additional services or options are not rendered Wannemacher Jensen Architects agrees that the City of Doral is not obligated by this proposal or contract to fulfill the fees for that said service. These services are broken out separately to give the city flexibility regarding additional services and additional program.

We hope this proposal is acceptable and we look forward to working with you on this project. Please let me know if you have any questions.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

| | |
|---------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Products & Completed Operations | \$1,000,000 |

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability Premises
and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos
Including hired and Non Owned Autos
Any One Accident

\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

A. Limits of Liability

| | |
|-----------------|-------------|
| Each Occurrence | \$2,000,000 |
|-----------------|-------------|

| | |
|------------------|-------------|
| Policy Aggregate | \$2,000,000 |
|------------------|-------------|

City of Doral listed as an additional insured

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.

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.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

