

**AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
CPZ ARCHITECTS, INC.**

This Amendment (the "Amendment") to the Professional Services Agreement with CPZ Architects, dated October 10<sup>th</sup>, 2015 (the "Agreement"), is made and entered into this 29 day of December, 2017, by and between the CITY OF DORAL, a Florida municipal corporation whose address is 8401 NW 53 Terrace, Doral, FL. 33166 (the "City"), and CPZ ARCHITECTS, INC., a Florida corporation whose address is 4316 W. Broward Blvd., Plantation, FL 33317 (the "Provider"). The City and the CM may be referred to individually as a "Party" or collectively the "Parties."

**RECITALS**

**WHEREAS**, the City entered into the Agreement with Provider for Architectural & Engineering Services and Related Disciplines for Doral Glades Park (Resolution No. 15-206); and

**WHEREAS**, the City has worked closely with CPZ Architects on the design and completion of construction drawings for Doral Glades Park; and

**WHEREAS**, CPZ Architects provided a proposal to provide construction administration services for the construction of Doral Glades Park which was approved by the City Council (Resolution No. 17- 200); and

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

**AGREEMENT**

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

**ARTICLE I**

## **SCOPE OF SERVICES**

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

## **Article II Term**

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

## **Article III Compensation**

- 3.1 The Provider shall be compensated in the following manner:

**X** A lump sum amount not to exceed TWO HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY SIX DOLLARS AND NO CENTS (\$278,356.00) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider

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

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

**Article IV**  
**Miscellaneous**


- 4.1.1 Except as expressly provided herein, the terms, conditions, covenants, agreements and understandings contained in the Agreement, shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the City and Provider.
- 4.1.2 This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

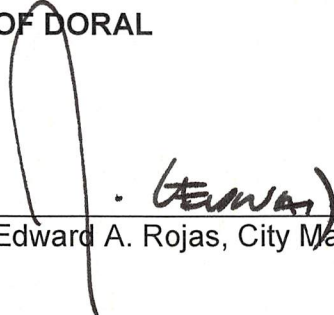
**IN WITNESS WHEREOF**, the parties have affixed their signatures, effective on the date first written above.

**FOR CITY:**

**CITY OF DORAL**

**ATTEST:**

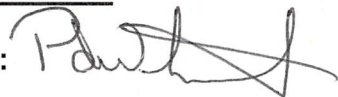
By:   
\_\_\_\_\_  
Connie Diaz, CMC, City Clerk

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

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

FOR PROVIDER

ATTEST:



By: OFFICE MANAGER

Title

PAMELA DE VERTEUIL

Print Name

CPZ ARCHITECTS, INC.



By:

President

Title

CHRIS P. ZIMMERMAN

Print Name

**Exhibit A**

CPZ Architects, Inc. Proposal



November 1, 2017

City of Doral  
Attn.: Ms. Barbie Hernandez, CPRP, Parks and Recreation Director  
8401 NW 53<sup>rd</sup> Street  
Doral, FL 33166

**RE: Doral Glades Park – Construction Administration Proposal**

Dear Ms. Hernandez

As we discussed at the beginning of the project, we would submit our Construction Administration and Exhibit Design Fee proposal upon completion of the Construction Drawings and the GMP by the contractor. Now that those are completed, the following is our fee proposal for the Construction Administration and Exhibit Design.

The scope of work of our work will be as defined in our original proposal and attached to this letter as Exhibit A. We change the reporting from bi-monthly to bi-weekly (every two weeks).

Our additional fee for this work is \$278,356.00, as outlined in the attached spreadsheet Exhibit B. As we understand, this remains within the City’s budget amount for our services.

If you have any further comments or questions, feel free to contact our office. Please let us know when this is approved, so we can proceed.

Respectfully  
CPZ Architect, Inc.

Chris P. Zimmerman, AIA  
President

## **EXHIBIT "A"**

### **Task Order 5: Construction Administration (Additional if required)**

#### **5.1 General Administration**

- 5.1.1 Architect shall provide administration of the Contract between the City and the Contractor(s) as set forth below. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the City.
- 5.1.2 The Architect's responsibility to provide Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the City of the final Certificate for Payment. However, the Architect may be entitled to a Change in Services when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.
- 5.1.3 Architect shall be a representative of and shall advise and consult with the City during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the City only to the extent provided in the Agreement unless otherwise modified by written amendment.
- 5.1.4 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the City and the Architect with consent of the Contractor, which consent will not be unreasonably withheld.
- 5.1.5 Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 5.1.6 Architect shall on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 5.1.7 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either.
- 5.1.8 Architect shall expeditiously render initial decisions on claims, disputes or other matters in question between the City and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

#### **5.2 Evaluations of the Work**

- 5.2.1 Architect, as a representative of the City, shall visit the site on a weekly basis at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City and the Architect to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods or techniques, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- 5.2.2 Architect shall record the progress of the Project and provide written reports to the City on a bi monthly basis, unless otherwise agreed in writing. Such reports shall include, but are not limited to, information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion, workers on site at time of visit, weather conditions, conditions of the site, and with whom deficiencies were communicated to.
- 5.2.3 Architect shall call special meetings to report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 5.2.4 Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 5.2.5 Except as otherwise provided in the Agreement or when direct communications have been specially authorized, the City shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.
- 5.2.6 Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

### **5.3 Certification Of Payments To Contractor**



- 5.3.1 Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.
- 5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 5.3.3 Architect shall maintain a record of the Contractor's Applications for Payment.

#### **5.4 Submittals**

- 5.4.1 Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall document each submittal with the appropriate status stamp and/or notations. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods or techniques. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 5.4.2 Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- 5.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The

Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

### **5.5 Changes In The Work**

- 5.5.1 Architect shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.
- 5.5.2 Architect shall review properly prepared, timely requests by the City or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the City that the requested change be denied.
- 5.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the City, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the City's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the Contractor.
- 5.5.4 Architect shall maintain records relative to changes in the Work.

Deliverables: As required by aforementioned Scope of Work

Schedule: 365 days (1 year)

### **Task Order 6 – Project Closeout**

#### **6.1 Project Completion**

- 6.1.1 Architect shall conduct inspections to determine punch list items after request from Contractor for Substantial Completion and dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- 6.1.2 Architect shall instruct the Contractor to Coordinate systems training sessions and provide all O & M manuals with the user's facility maintenance staff and departments.
- 6.1.3 The Architect's inspection shall be conducted with the City's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 6.1.4 When the Work is found to be substantially complete, the Architect shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.
- 6.1.5 Architect shall receive from the Contractor and forward to the City: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens.

**Not Included**

6.2 Post-Occupancy

- ~~6.2.1 Architect shall meet with the City or the City's Designated Representative promptly after Substantial Completion to review the need for facility operation services.~~
- ~~6.2.2 Upon request of the City and/or prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the City or the City's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the City. A total of three (3) visits are included.~~

Deliverables:

~~As required by aforementioned Scope of Work~~

~~Schedule: Beginning at the completion of construction with duration of one (1) year.~~

Contingent Items (Additional if required)

Surveying  
Geotechnical Soils Testing  
Reimbursable Allowance (printing / application fees / reports)  
USGBC Green Globes certification

**EXHIBIT "B"**

**Doral North Park Construction Administration Fee Proposal**

**CPZ Architects, Inc. 11/31/17**

Basic Services - Doral Park								
Basic Services - Arch, Struc & MEP	Construction Admin.	CPZ	Chen	Project Caine	Miller Legg	LGE	Post 1 year review	Total
	100.00%							
<b>Architecture &amp; Engineering</b>	<b>\$ 162,800.00</b>						<b>Not Included</b>	<b>\$ 162,800.00</b>
CPZ Architects, Inc	\$ 75,000.00							\$ 75,000.00 39.9%
Civil Engineering	\$ 30,000.00							\$ 30,000.00 18.4%
Landscape Architect	\$ 22,000.00							\$ 22,000.00 13.5%
Park Boardwalks	\$ 22,600.00							\$ 22,600.00 12.0%
TRC - Structural	\$ 4,500.00							\$ 4,500.00 2.4%
Caine - MEP	\$ 8,700.00							\$ 8,700.00 4.6%
Drawing Revisions for Revised VE								90.9%
		\$ 10,000.00	\$ 5,000.00	\$ 3,500.00	\$ 2,500.00	\$ 4,000.00		\$ 25,000.00
<b>Sub-Total</b>								<b>\$ 187,800.00</b>

Additional Services	Construction Admin	Sub-Total	Description / Remarks
Surveying		\$ -	By Owner
Soils Testing and Report		\$ -	By Owner
Wetland Permitting and Boardwalks	\$ -	\$ -	
Reinforced Masonry Inspections		\$ 6,500.00	Hourly not exceed
Independent Cost Estimating		\$ -	By the CM at Risk GC
GREEN- Architect Templates	\$ 4,000.00	\$ 4,000.00	
GREEN- MEP Templates		\$ -	Included in above
GREEN - MEP Energy Model		\$ -	Included in above
GREEN - Landscape Architect		\$ -	
GREEN - Green Globes Certification	\$ 19,500.00	\$ 19,500.00	base on one Building & Water Star
PV System Design - Nature Center		\$ -	Not Included
PV System Design - Community Center		\$ -	Not Included
Art in Public Places - Architect		\$ -	Not Included
Art in Public Places - Landscape Architect		\$ -	Not Included
Exhibit Designer	\$ 50,000.00	\$ 50,000.00	
Miller Legg - Added Wetland Scope	\$ 7,800.00	\$ 7,800.00	
		\$ -	
<b>Sub-Total</b>		<b>\$ 87,800.00</b>	
<b>TOTAL</b>		<b>\$ 275,600.00</b>	
<b>Reimbursable Allowance</b>		<b>\$ 2,756.00</b>	<b>1.00%</b>
		<b>\$ 278,356.00</b>	

**Exhibit B**

**Resolution 17-200**

**RESOLUTION No. 17-200**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AMENDMENT TO THE EXISTING AGREEMENT WITH CPZ ARCHITECTS FOR THE PROVISION OF CONSTRUCTION ADMINISTRATION SERVICES FOR THE CONSTRUCTION OF DORAL GLADES PARK, IN AN AMOUNT NOT TO EXCEED \$278,356.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE AMENDMENT, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; APPROVING A BUDGET TRANSFER IN THE AMOUNT OF \$73,356.00 FROM ACCOUNT 001.90005.500310 (PROFESSIONAL SERVICES) TO ACCOUNT 001.90005.500650 (CAPITAL OUTLAY- CONSTRUCTION IN PROGRESS) PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, During the June 9<sup>th</sup>, 2015 council meeting, the City Council for the City of Doral (the "City") approved Resolution No. 15-118, setting the rankings of firms responsive to Request for Qualifications #2015-02, "Architectural & Engineering Services and Related Disciplines for Doral North Park," and authorizing the City Manager to enter into negotiations with the top ranked firm CPZ Architects ("CPZ"); and

**WHEREAS**, On October 13<sup>th</sup>, 2015, the City Council, via Resolution No. 15-206, approved the professional service agreement with CPZ for the provision of Architectural & Engineering Services and Related Disciplines for Doral Glades Park (the "Agreement"); and

**WHEREAS**, the City has worked closely with CPZ on the design and completion of construction drawings for Doral Glades Park; and

**WHEREAS**, CPZ has provided a proposal to provide construction administration services for the construction of Doral Glades Park which the City deems to be in its best interest ;and

**WHEREAS**, Staff has recommended the City Council authorize the City Manager to negotiate and execute an amendment to the Agreement with CPZ to include the provision of construction administration services for the construction of Doral Glades Park, in an amount not to exceed \$278,356.00. Funding for this service is allocated in account 001.90005.500650- Capital Outlay- Construction in Progress; and

**WHEREAS**, Staff also requests approval to transfer funds allocated for this service under the 001.90005.500310- Professional Services account to 001.90005.500650- Capital Outlay Construction in Progress in the amount of \$73,356.00.

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

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

**Section 2. Approval.** The procurement of construction administration services for the construction of Doral Glades Park by CPZ in an amount not to exceed \$278,356.00, by amendment of CPZ's current Agreement, is hereby approved. This approval absent mutual execution of an amendment does not in and of itself vest CPZ with any rights.

**Section 3. Authorization.** The City Manager is hereby authorized to negotiate and execute an amendment to the Agreement with CPZ, subject to approval as to form and legal sufficiency by the City Attorney, for the provision of construction administration services for the construction of Doral Glades Park for a not to exceed amount of \$278,356.00. The City Manager is further authorized to expend funds in furtherance hereof.

**Section 4. Fund Transfer.** The transfer of funds in the amount of \$73,356.00 from account 001.90005.500310- Professional Services to account 001.90005.500650- Capital Outlay Construction in Progress is hereby approved.

**Section 5. 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 6. Effective Date.** This resolution shall take effect immediately upon adoption.




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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of November, 2017.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

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

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

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY