

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

This Amendment (the "Amendment") to the Professional Services Agreement with Browning Day Mullins Dierdorf., dated November 14<sup>th</sup>, 2015 (the "Agreement"), is made and entered into this 28 day of November, 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 Browning Day Mullins Dierdorf, an Indiana corporation whose address is 626 North Illinois Street, Indianapolis, Indiana, 46204 (the "Provider"). The City and the Provider may be referred to individually as a "Party" or collectively the "Parties."

**RECITALS**

**WHEREAS**, the City entered into the Agreement with Provider for the Parks System Master Plan Update (Resolution #15-151); and

**WHEREAS**, the Provider's Proposal for the Conceptual Design Refinement for Doral Central Park was deemed to be in the best interest of the City and approved by the City Council (Resolution # 17-182); and

**WHEREAS**, the City desires to engage the Provider, and the Provider desires to be engaged by the City, to provide Conceptual Design Refinement for Doral Central Park (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 Amendment shall become effective upon execution by both parties and shall remain in effect until completion of the "Project" and all Additional Services are provided to the City, or unless earlier terminated in accordance with Paragraph 8 of the Agreement. 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 the Additional Services 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 for the Additional Services in the following manner:

**X** An amount not to exceed THREE HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$349,800.00) plus a 10% contingency for a total not to exceed amount of THREE HUNDRED EIGHTY FOUR THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND NO CENTS (\$384,780.00) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Use of contingency funds must be approved by City. 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.

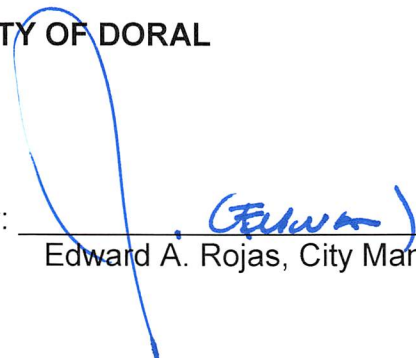
**IN WITNESS WHEREOF**, the parties have affixed their signatures, effective on the date first written above.

**FOR CITY:**

**CITY OF DORAL**

**ATTEST:**

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

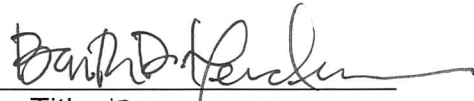
By:   
\_\_\_\_\_  
Edward A. Rojas, City Manager

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


FOR PROVIDER:

BROWNING DAY MULLINS DIERDORF

ATTEST:

By:   
Title EXEC. V. P.

BARRY D. HENDRICKSON  
Print Name

By:   
Title PLANNING PRACTICE LEADER

RYAN P. CAMBRIDGE  
Print Name

**Exhibit "A"**  
**Scope of Services**

**BROWNING  
DAY MULLINS  
DIERDORF**

LEADERSHIP + DESIGN

September 20, 2017

Barbara Hernandez  
c/o Lazaro Quintero  
City of Doral  
8401 NW 53rd Terr  
Doral, FL 33166  
(305) 593-6600

via email ([Barbara.Hernandez@cityofdoral.com](mailto:Barbara.Hernandez@cityofdoral.com))  
([Lazaro.Quintero@cityofdoral.com](mailto:Lazaro.Quintero@cityofdoral.com))

Re: Doral Central Park Design Documentation – Due Diligence and Conceptual Design Refinement  
BDMD No. 15L080

Dear Ms. Hernandez:

Thank you for giving Browning Day Mullins Dierdorf (Browning Day) the opportunity to submit our proposed scope of services and fee proposal for the Due Diligence and Conceptual Design Refinement; the first phase of design documentation for Central Park. This letter outlines our understanding of how you wish to approach this project.

Please review the following proposal and let me know your thoughts so we can fine tune our approach to deliver the best value for your investment. This document will serve as the Letter of Agreement, which we will serve as a contract amendment for our existing agreement with the City of Doral, which provides conceptual design services for Central Park.

**I. PROJECT UNDERSTANDING**

- A. Central Park is an 82-acre park space located in the east central portion of Doral, Florida. This scope of services represents the first phase of the design documentation process for the master plan vision for Doral Central Park, as approved by the Doral City Council on May 4<sup>th</sup>, 2016.
- B. This project will build upon the high-level visioning efforts for Central Park undertaken during the planning process for the 2017 City of Doral Parks System Master Plan. The intent is to translate the existing, high-level programmatic vision for Central Park into a feasible and constructible design.
- C. The master plan vision for Doral Central Park, as approved by Council on May 4<sup>th</sup>, 2017, represents approximately \$120M worth of capital improvements. The final budget will be validated and refined through this scope of work as well as the ongoing budgeting efforts being led by The Trust for Public Land (hereinafter referred to as "TPL").
- D. This scope of work anticipates immediate, and ongoing coordination with the City and Stantec Consulting Services, Inc., (hereinafter referred to as "Stantec"), to ensure that the design effort for the aquatics facility and its support structures (led by Stantec under a separate agreement) is integrated within the larger design of Central Park. In addition coordination with TPL and the Owner's preferred programming and operations consultant (once selected) is anticipated.
- E. The proposed scope of services represents approximately 8%-10% of the total design documentation effort necessary to produce complete construction drawings for Doral Central Park based upon the program known to-date. The Client-approved deliverables of this project will become the basis for the schematic design phase. A fee proposal amendment will be prepared for the remaining design documentation based

upon overall project budget and components to be developed into the schematic design package.

- F. The master plan vision for Central Park, as approved by the Doral City Council on May 4<sup>th</sup>, 2017, includes the following components:
1. 60,000 SF indoor recreation center, including an outdoor café, waterfront plaza, entry plaza, festival street, and motor court
  2. 1.5 miles of local roadways with full utility infrastructure and on-street parking
  3. 3,000 seat stadium complex capable of hosting high school matches for football, soccer, and track.
  4. Outdoor aquatics center (by others)
  5. Large parking structure (by others)
  6. Two (2) surface parking lots
  7. Waterfront promenade
  8. Waterfront performance pavilion
  9. Formal events lawn
  10. Large, multipurpose greenspaces
  11. A neighborhood-scale skate park with a pump-track
  12. Two (2) large playgrounds
  13. A destination nature-play area
  14. Large, open-air nature pavilion
  15. Over-water boardwalk trails
  16. Canoe/kayak launch
  17. Four (4) lakeside "beach" volleyball courts
  18. 1-acre urban dog park
  19. Four (4) tennis courts with spectator seating
  20. Four (4) basketball courts
  21. Two (2) restroom and storage buildings
  22. Multi-purpose trails
  23. Sidewalks
  24. Landscape plantings
  25. Wetland and native plantings
  26. Vehicular and site lighting
  27. Selective site irrigation
  28. Multiple large and small shade pavilions
- G. Browning Day will be the prime contract holder responsible for overall project management and delivery, and will provide the following professional services, as relevant to the scope of work articulated in the following pages:
1. Architecture
  2. Landscape architecture
  3. Public facilitation
  4. Interior design
- H. Stantec will perform as a subconsultant to Browning Day, offering the following services:
1. Civil engineering
  2. Utilities analysis
  3. Stormwater and drainage analysis
  4. Transportation and traffic analysis
  5. Environmental analysis
  6. Permitting analysis
- I. This agreement is between City of Doral (Owner) and Browning Day Mullins Dierdorf.

## II. ARCHITECTURAL SCOPE AND PROCESS

### A. Due Diligence

*The Due Diligence phase represents the effort necessary to understand the detailed condition of the site and its infrastructural systems, as well as the potential impacts of the proposed master plan concept on surrounding infrastructure.*

1. Review of Existing Data
  - a. Prior to the Project Kick-Off Meeting, the Owner will provide Browning Day with access to all relevant plans, studies, and/or documents associated with Central Park which may help inform the design effort. Examples of relevant plans include but are not limited to past geotechnical evaluations, environmental studies, stormwater plans and permits, as-built drawings associated with the water tank and its associated systems, lake soundings, and as-built design documents for NW 92<sup>nd</sup> Avenue.
2. Project Base Map
  - a. Utilizing the boundary and topographic surveys (provided by the Owner), Browning Day will assemble a digital, working project base map in AutoCAD format for use among the Project Team.
3. Design Kick-Off Workshop
  - a. Browning Day will facilitate a design kick-off meeting in the City of Doral with City staff, Stantec, and any other participants as requested by the Owner. During this meeting, the Project Team will discuss communication channels, overall project schedule, and identify critical points of coordination.
4. Site Observation and Analysis
  - a. The Project Teams of both Browning Day and Stantec will spend up to four (4) hours visiting and photo-documenting the existing condition of the project site with representatives from the City of Doral.
  - b. This task is anticipated to occur concurrently with the Design Kick-Off Meeting.
5. Utilities Analysis
  - a. Stantec will coordinate with Miami Dade County Water and Sewer Department (WASD) for determination of a master utility service system for water and sewer. They will submit documentation to WASD to elicit a Point of Connection determination for the project where the City will be expected to interconnect with the WASD system, and will coordinate with WASD to establish an acceptable ultimate configuration of water and sewer mains with provisions for a phased implementation.
  - b. Stantec will open a dialog with WASD on behalf of the City for the establishment of a New Service Agreement. Ultimately, an agreement with WASD is a contractual process that will have to be executed by the City but they will assist in the process. As part of the New Service Agreement, the City will be asked to pay impact fees for new water and sewer uses. Stantec will calculate and provide that documentation to WASD on behalf of the City.
  - c. Stantec will coordinate with the Miami Dade Fire department to ensure that the proposed water system improvements include adequate fire hydrants for protection of the park site and its proposed amenities.
  - d. Stantec will coordinate with the Miami Dade County Department of Environmental Resource Management (DERM) to ensure that the proposed sewage collection system will be allowed to discharge to the public system that is limited by DEP edict. If any portion of the downstream system is under moratorium to new sewage flow, we will coordinate with DERM and WASD to determine the timeline for improvements that would allow for connection.
  - e. Water and sewer coordination will result with schematic plans for connections and routing. Construction documents, plan approvals and permits will not be included and will need to be performed as each parcel of the park is moved forward to construction.



6. Drainage and Stormwater Analysis
  - a. Stantec will coordinate with South Florida Water Management District (SFWMD) and Miami Dade County DERM to determine the drainage implications to the project. The original master Environmental Resource Permit will be revisited to determine its validity for modifying. A preliminary drainage report for the park will be developed to determine the feasibility of the master drainage system. Preliminary plans will be created for a proposed collection system throughout the park. Preliminary plans will address rough average grades for various grades for the purposes of determining gross earthwork requirements. Specific grading will not be included and would be performed under the development of each park parcel.
  - b. This phase will address the feasibility of a master drainage system and impacts to the existing permit, however, the modification of the permit will be performed in a future phase.
7. Irrigation Analysis
  - a. Stantec will plan for the implications of relocating the existing irrigation main around that circumnavigates the site. They will investigate the design and existing permit parameters for the system and plan for the reconfigurations needed to accommodate the new site elements. This phase will result in a conceptual drawing of relocations but will not modify the permits needed for construction.
8. Transportation and Traffic Analysis
  - a. Stantec will coordinate with City of Doral and Miami-Dade County traffic planners to determine the impacts the park will have on area transportation. Stantec will review and provide feedback on roadway design, sections, and intersection design. Browning Day will work with Stantec to determine the appropriate alignment of the roadway network, Stantec will provide the design team with CAD linework illustrating the conceptual design of the road surface, including roundabouts, intersections, and on-street parking.
  - b. Stantec will prepare a preliminary traffic assessment to give decision-makers a better understanding of the traffic impacts that will be created by the proposed park's development program, and any associated off-site capital improvements that may be necessary because of those impacts. The traffic analysis will include the following:
    - 1) The assessment will include a trip generation analysis for one (1) approved development master plan. The trip generation analysis will include daily (24-hour) trips, and a.m. and p.m. peak hour trips for weekday and weekend days.
    - 2) Stantec will prepare a preliminary trip distribution analysis that will assign trips to/from the surrounding roadway network at the different access points to the park. Stantec will identify any operational constraints and site-related improvements needed at proposed access points for the full build-out condition.
    - 3) To evaluate the operational and level of service impacts the proposed park's traffic will have on the adjacent roadways, Stantec will collect 48-hour traffic volumes at the following locations:
      - a) NW 33rd Street west of NW 87th Avenue
      - b) NW 87th Avenue, north of NW 33rd Street
      - c) NW 87th Avenue, south of NW 33rd Street
      - d) NW 92nd Avenue, south of NW 33rd StreetStantec will collect a.m. (7-9) and p.m. (4-6) peak hour turning movement counts (TMCs) at the following intersections:
      - e) NW 87th Avenue at NW 33rd Street and
      - f) NW 87th Avenue at NW 30th Street

- g) NW 92nd Avenue at NW 33rd Street
  - 4) Stantec will prepare a link level of service analysis for the segments of NW 33rd Street, NW 92nd Avenue, and NW 87th Avenue identified above, and an operational analysis of the intersections of identified above, including project driveways. The analysis will include existing conditions to identify any existing deficiencies, and future/proposed conditions, including the proposed park entrances, assuming a full-build-out of the park to identify any deficiencies attributable to the park uses. The full-build analysis will include background traffic estimates for a single horizon year of 2020, unless otherwise specified by the City. Background traffic will include traffic from committed developments. Trip generation information on committed developments shall be provided by the City. Stantec will develop a mitigation plan to include the countermeasures/ improvements needed to address the deficiencies. Preliminary cost estimates for any off-site capital improvements needed to address park-related deficiencies will be developed.
9. Environmental Analysis
- a. Stantec will coordinate with City, County, State and Federal agencies to determine environmental issues related to the development of the park. Stantec will provide field visits to assess the environmental sensitivity of the flora and fauna that will be impacted by the development. Stantec will revisit the existing SFWMD Environment Resources Permit to determine what permitting and potential mitigation may be required.
10. Due Diligence Presentation
- a. Browning Day and Stantec will present the findings from Task A to the Owner for review and discussion.
- B. Architectural Programming**
- The Architectural Programming phase represents the effort and coordination necessary to discover the detailed programmatic and spatial needs associated with the indoor recreation center and the stadium complex. The programs for each facility developed during this phase of work shall serve as the framework for conceptual design processes found in Task C.*
- 1. Programming Workshop
    - a. Browning Day will facilitate a four (4) hour programming workshop with City Staff and key project stakeholders (as selected by the Owner) to develop a conceptual program plan for each the indoor recreation center and the stadium complex.
  - 2. Program Plans
    - a. Based on input received during task B.1.a, Browning Day will develop a program plan narrative memo for the indoor recreation center and stadium that will identify core uses and their spatial requirements, design requirements, aesthetic and stylistic preferences, core adjacencies and relationships, potential program and event offerings, and infrastructure needs. This narrative memo will be provided to the City for review and approval prior to proceeding into the Conceptual Design phase for these facilities.
- C. Conceptual Design**
- The Conceptual Design Phase combines the master plan vision and program with the known site and infrastructure constraints into a realistic conceptual design plan for all the major components of within this scope of work. The resulting conceptual design drawings will inform an updated cost estimate for the 82-acre park as well as the individual programmatic components. The resulting plans, renderings, and 3-dimensional graphics (as explicitly noted*

*below) will help to facilitate the promotion of the project and its associated bond effort led by TPL.*

1. Park Site Conceptual Design
  - a. Using the master plan vision for Central Park (as approved by Doral City Council on May 4<sup>th</sup>, 2017) as a guide, Browning Day will conceptually design the full 82-acre park site, except for the aquatics facility and the parking garage which are excluded from this scope of services.
  - b. The conceptual site plan will be developed in AutoCAD format, and will be digitally rendered.
  - c. Browning Day will meet with the Owner regularly throughout the design process to ensure a personal and efficient conduit of communication is always maintained. It is anticipated that meetings will occur on-site in Doral, via teleconference, and/or via video conference as appropriate for the context of the meeting and/or as articulated herein.
  - d. The deliverables which will result from this phase of work will include:
    - 1) One (1) digitally rendered, illustrative site plan,
    - 2) One (1) digital perspective rendering of a key programmatic area/amenity.
2. Recreation Center Conceptual Design
  - a. Using the Program Plan as a framework, Browning Day will produce a preliminary (sketch-level) architectural concept for the building and waterfront pavilion, and provide to the Owner for review and discussion. Browning Day will revise the preliminary architectural concept one (1) time based on a consolidated set of approved comments provided by the Owner. Any subsequent revisions can be provided, if requested, as an additional service.
  - b. The deliverables which will result from this phase of work will include:
    - 1) One (1) preliminary architectural concept,
    - 2) One (1) revised final conceptual design of the building including conceptual space plans, and a massing diagram,
    - 3) One (1) illustrative perspective rendering illustrating a conceptual aesthetic of the building façade.
3. Stadium Conceptual Design
  - a. Using the Program Plan as a framework, Browning Day will produce conceptual site plan drawing for the stadium that illustrates its position on-site and the required support infrastructure, and present to the Owner for review and discussion. Browning Day will revise the concept plan for the stadium one (1) time based on consolidated feedback from the Owner.
  - b. The deliverables which will result from this phase of work will include:
    - 1) One (1) preliminary site plan and architectural concept for the stadium,
    - 2) One (1) final design concept of the stadium including conceptual space plans for any support structures,
    - 3) One (1) illustrative perspective rendering illustrating the conceptual aesthetic of the stadium façade.
4. Cost Estimation
  - a. A somewhat outdated, but traditional approach to design phase estimating is to prepare estimates at the end of predetermined stages of design such as conceptual, schematic design, design development and construction documentation. This is a static process that provides limited information at the tail end of lengthy periods of document development. If the estimate exceeds the budget, much of the design effort has been wasted, and new design solutions will have to be developed. A better approach that we incorporate into our process is to utilize a dynamic, ongoing design phase cost control. In the early stages of conceptual/schematic design, there is a collaboration

- between the owner, architect and the professional cost estimator as they prepare the estimates.
- b. Cost estimates will be prepared as the conceptual design is refined, and will be presented in a "design element/systems" format that becomes the basis for all subsequent cost control for the duration of the design process. The financial impact of any proposed design solution can be readily assessed by reference to this cost plan.
  - c. This line of communication transitions from the professional cost estimator to the Construction Manager, if/when one is secured by the City. Browning Day has worked on numerous projects that have had a construction management partner involved. We are very supportive of this process as it addresses some key areas that enhance the design process and ultimately the overall construction experience.
  - d. After conclusion of the conceptual design and cost estimation process, Browning Day will prepare conceptual phasing alternatives which respond the target budget identified by the Owner.
5. Conceptual Design Presentation
- a. Browning Day will present the final conceptual design to the City Council for review and approval one (1) time prior to proceeding into the Schematic Design Phase (Schematic Design is excluded from this scope of work). Additional presentations to other groups can be provided, if requested, as an additional service.

### III. PROJECT TEAM

- A. Barth D. Hendrickson, PLA will act as the Principal-in-Charge, responsible for the overall project design and coordination of the scope of Architect's work.
- B. Ryan P. Cambridge, PLA will be the Project Manager responsible for all coordination with the Owner, on-going project management and delivery.
- C. Other members of the Architect's staff will be added to the team, as required, to complete the project.
  1. Jonathan Hess, AIA - Lead Design Architect
  2. John Dierdorf, AIA - Lead Sports Architect
  3. Nick Davis, AIA - Senior Architect
  4. Christine Eaton, PLA - Senior Landscape Architect
- D. Consultants
  1. Civil Engineering - Stantec Consulting Services Inc.
    - a. Jeff Crews, PE LEED AP - Principal
  2. Park Planning Consultant - Barth Associates LLC.
    - a. David Barth, PLA, APA, CPRP
  3. Specialty consultants will be secured for the following services, which are included within this scope of work as direct expenses:
    - a. Professional cost estimation
    - b. Traffic data collection

### IV. COMPENSATION

- A. Fees:

1. Browning Day proposes to provide the above scope of services for a lump sum fee of THREE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED Dollars (\$349,800.00), inclusive of required expenses.
2. Fees will be invoiced monthly based on a percentage complete.
3. The assumed total constructed value of the components within this scope of work is approximately \$80,000,000. We anticipate that this scope of work represents approximately 6%-8% of the total effort required to fully design and document the master plan vision for Doral Central Park, as approved by Doral City Council on May 4, 2017.

B. Billable Rates: Browning Day *(titles adjusted to better correspond to FDOT Job Classes)*

Principal	\$200
Senior Architect	\$165
Landscape Architect	\$165
Project Manager	\$165
Project Architect	\$115
Project Landscape Architect	\$115
Interior Designer	\$115
Landscape Designer	\$100
Administrative	\$80
Intern	\$65

C. Billable Rates: Stantec

Principal	\$184
Project Manager	\$175
Senior Project Engineer	\$154
Project Engineer	\$117
CADD Technician	\$93
CEI Inspector	\$93

D. Billable Rates: Barth Associates, LLC

Principal	\$195
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E. Additional Stipulations:

1. Browning Day Mullins Dierdorf maintains Professional Liability in the amount of Five Million Dollars (\$5,000,000.00).
2. Architectural Services required beyond the scope of work outlined in this proposal, and pre-approved by the Owner, will be provided on an hourly basis at hourly rates in effect when the work is performed.

**V. SCHEDULE**

- A. We anticipate the conceptual design phase will take five (5) to eight (8) months, depending upon the Owner's availability and schedule.
- B. Work is anticipated to begin in late October of 2017.

**VI. ASSUMPTIONS AND CLARIFICATIONS**

- A. It is understood that this scope of work will be accomplished as a lump sum additional service amendment to our existing master planning contract with the City of Doral for the 2017 City of Doral Parks Master Plan.
- B. Revisions to the documents after the Owner has approved the final conceptual design documents will be an additional service. Revisions may include, but not be limited to, the following:

1. Owner-requested revisions or changes in scope, layout or previous instructions.
  2. Construction change orders caused by unforeseen existing conditions.
  3. Additional investigation and design caused by unforeseen existing conditions.
  4. Changes requested by the Owner to reduce construction costs after the design is approved or to expedite construction.
  5. Revisions to the documents required by the State or City review.
  6. Enactment of new codes after construction documents are completed.
- C. Cost estimating is provided. Architect will rely on the accuracy of the cost estimate by the Professional Cost Estimator to be full and complete, and that it contains the proper contingency to a finish level consistent in the industry for conceptual design. If redesign or value engineering is required after the design signoff, it will be an additional service.
- D. The project will follow sustainable practices but will not seek certification as a LEED or other third-party "green" project or be filed with the USGBC/GBCI.
- E. Architect will coordinate with the Owner's consultants, as required, upon Owner's approval.
- F. Architect may hire a code consultant, as required and approved by the Owner, as a reimbursable expense to the Owner.
- G. Any unplanned modifications caused by coordination issues with the Owner's consultants will be made on an hourly basis, as additional services.
- H. Architect has based this proposal pricing on the presumption that the Architect owns the rights to drawings and may use them on other projects.

## VII. EXCLUSIONS

- A. Topographic and boundary survey of the project site will be provided by a Florida-registered professional land surveyor provided by the Owner. The survey will be made available to Browning Day in AutoCAD format for the use as a base sheet for the project.
- B. Geotechnical data for earthwork, drainage, and building design will be provided by the Owner, and made available to Browning Day.
- C. Permitting and regulatory plan approvals are excluded from this scope of services. Any applicable permit and/or impact fees will be paid directly by the Owner. If the Owner wishes for Browning Day to pay any permit or impact fees, the fees will be reimbursable upon provision of paid receipts.
- D. Operations, management, and business planning and cost estimation for operations and maintenance.
- E. Design and/or documentation phases services beyond conceptual design.
- F. This proposal does not include the modeling of any extended system capacity of water and sewer beyond the project boundaries.
- G. Underground utility locating services will be provided by the Client as recommended by the Engineer if needed.

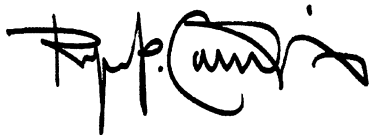
- H. This proposal includes Preliminary Plans for Concept Plan level improvements to Water, Sewer and Drainage. Construction Drawings and permits for improvements are not included.
- I. The Architect will not provide as-built documents as part of this scope of services.
- J. Design and selection of Furniture, Fixtures and Equipment are not included in the base services but can be added as an additional service.
- K. Architectural interior design (wall finishes, floor finishes and material selection) is not included in the fee total.

If you find this scope of work consistent with what we have discussed to date, please indicate your acceptance by returning a signed copy to our office. This will become an attachment to the Architect-Owner Agreement.

Please let me know if you have any questions.

Sincerely,

BROWNING DAY MULLINS DIERDORF



Ryan P. Cambridge  
Planning Practice Leader, Owner

Cc: Barth Hendrickson, Jonathan Hess, Julie Herron

ACCEPTED BY:

Barth D. Hendrickson  
Signature

11-16-17  
Date

Barth D. Hendrickson EXEC V.P.  
Printed Name and Title

**RESOLUTION No. 17-182**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AMENDMENT TO THE CURRENT AGREEMENT FOR THE PARKS MASTER PLAN UPDATE WITH BROWNING DAY MULLINS DIERDORF FOR THE PROVISION OF PROVIDING THE CONCEPTUAL DESIGN REFINEMENT FOR DORAL CENTRAL PARK IN AN AMOUNT NOT TO EXCEED \$349,800.00 PLUS A 10% CONTINGENCY OF \$34,980.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$384,780.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, On August 11, 2015, the City Council for the City of Doral (the "City") awarded of Request for Qualifications 2015-05, "Parks Master Plan Update" ("RFP") to Browning Day Mullins Dierdorf ("BDMD") and authorized the City Manager to negotiate and enter into an agreement with BDMD. As part of this master plan update, BDMD was to also develop and present a conceptual design for the future development of Doral Central Park; and

**WHEREAS**, after several workshops and surveys completed throughout the master plan process, BDMD developed a conceptual design for Doral Central Park which was presented and approved by council during a special council meeting held on May 4, 2017. During this presentation it was conveyed that further refinement of the conceptual design was needed in order to determine an accurate construction cost for the overall redevelopment of the facility; and

**WHEREAS**, the City obtained a proposal for the conceptual design refinement of Doral Central Park from BDMD which will assist in determining a more accurate construction cost for the redevelopment of the facility; and

**WHEREAS**, Staff has recommended an extension of services to the existing agreement with Browning Day Mullins Dierdorf (BDMD) to include the conceptual



design refinement for Doral Central Park in an amount not to exceed \$349,800.00 plus a 10% contingency of \$34,980.00 for a total not to exceed amount of \$384,780.00

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

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

**Section 2. Approval of Services.** The extension of services to the existing agreement with Browning Day Mullins Dierdorf to provide the conceptual design refinement for Doral Central Park is hereby approved.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to extend the services of the existing agreement with Browning Day Mullins Dierdorf, in an amount not to exceed \$349,800.00 plus a 10% contingency of \$34,980.00 for a total not to exceed amount of \$384,780.00.

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

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

The foregoing Resolution was offered by Councilmember 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 Pete Cabrera	Yes
Councilwoman Christi Fraga	Absent/Excused
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 11 day of October, 2017.

  
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JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

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

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

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