

REQUEST FOR QUALIFICATIONS (RFQ)

ARCHITECTURAL AND DESIGN SERVICES FOR RENOVATIONS TO
MIAMI BEACH POLICE DEPARTMENT (MBPD) HEADQUARTERS

RFQ 2019-242-ND

RFQ ISSUANCE DATE: JUNE 7, 2019

PROPOSALS DUE: JULY 22, 2019 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

NATALIA DELGADO, Procurement Contracting

Officer I

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3RD Floor, Miami Beach, FL 33139

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MIAMI BEACH

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1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit proposals for the City's consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

Prospective Proposers that have obtained this solicitation in any manner other than via *PublicPurchase* (www.publicpurchase.com) are advised that the City utilizes *PublicPurchase* (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any Prospective Proposer who has received this RFQ by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE. The Miami Beach Police Department (MBPD) serves a population of approximately 93,000 with a staff of approximately 400 sworn personnel in addition to approximately 150 unsworn (or civilian) personnel. The Department hosts over 20 specialized units including and a Property & Evidence Unit, a Special Investigations Unit, a Police Training Unit and a firing range. The Department anticipates approximately 20% growth over the next two decades.

Designed in 1984, the MBPD's current headquarters at 1100 Washington Avenue is a five story building of approximately 88,356 SF. The facility is operating well past its planned service life and can no longer accommodate additional growth. A comprehensive, station-wide renovation is needed in order to modernize all major building systems, increase the building's resiliency to hazardous flooding conditions and optimize the existing spaces to accommodate future growth for the Department.

In November 2018, Miami Beach voters approved a ballot measure, which authorized the issuance of a general obligation bond (GO Bond) to renovate the City's Police Station. A total of \$10,000,000 of general obligation bonds were issued to fund the project.

The building will need to be redesigned to serve as an Emergency Operations Center when needed. The redesign must be such that the Department can remain fully operational after a major storm event or natural disaster. It is not sufficient for the facility to remain standing; Police personnel must be able to effectively respond to the needs of the public after a major disaster. Accordingly, this is a critical facility and must be redesigned to meet the current day requirements for critical facilities per state and local guidelines.

The purpose of this RFQ is to obtain qualifications from individuals, firms, teams, or consultants, who demonstrate experience in projects of a similar type, size, and complexity to provide architectural and engineering services for the space planning and renovation of the MBPD headquarters building. The successful proposer shall provide pre-design, schematic design, design development, construction documentation, and construction administration services.

THIS RFQ, AND ANY RESULTING CONTRACT, IS ISSUED AND GOVERNED BY SECTION 287.055, FLORIDA STATUTES

3. ANTICIPATED RFQ TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	June 7, 2019
Pre-Proposal Meeting	June 20, 2019 at 1:00 p.m. ET
Deadline for Receipt of Questions	July 1, 2019 at 5:00 p.m. ET
Responses Due	July 22, 2019 at 3:00 p.m. ET
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact: Natalia Delgado Telephone: 305-673-7490 Email: nataliadelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFQ Timetable section above at the following address:

**City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFQ by any means other than through *PublicPurchase* must register immediately with Public Purchase to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

7. CONE OF SILENCE. This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

9. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

10. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount).

11. DETERMINATION OF AWARD. The final ranking results of Phase II evaluation process will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

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The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

12. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

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SECTION 0200 GENERAL CONDITIONS**1. GENERAL DISCLAIMERS.**

a. The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

b. The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation. Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

c. Proposers are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website:

<http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

- CONE OF SILENCE –SECTION 2-486
- PROTEST PROCEDURES –CODE SECTION 2-371
- DEBARMENT PROCEEDINGS –SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS – SECTION 2-487
- CAMPAIGN CONTRIBUTIONS – SECTION 2-488
- EQUAL BENEFITS FOR DOMESTIC PARTNERS –SECTION 2-373
- LIVING WAGE REQUIREMENT – SECTIONS 2-407 THROUGH 2-410
- FALSE CLAIMS ORDINANCE – SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES – SECTION 2-449

2. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

4. DEBARMENT ORDINANCE: This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

5. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS.

This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

6. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-37379, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

7. AMERICANS WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

8. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

9. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

10. JOINT VENTURES / SINGLE PURPOSE ENTITY. Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFQ or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

12. AGREEMENT BY PROPOSERS. Any individual that submits a proposal in response to this solicitation agrees to the following:
Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ, or in any responses received as a result of this RFQ.

Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. In accordance with Section 47 below, a Proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening, by delivering written notice of withdrawal to the Procurement Department.

13. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

14. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

15. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

16. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a Proposer's history of citations and/or violations of environmental regulations in investigating a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrants such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. DEFAULT. Failure or refusal of the successful Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a proposal response before such award is made and

approved, may result in a claim for damages by the City, and may be grounds for removing the Proposer from the City's vendor list.

22. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the work and services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where Proposer is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the Proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The Proposer shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

23. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

24. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, and political affiliation.

25. DEMONSTRATION OF COMPETENCY. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully-equipped and well-established company in line with the best business practices in the industry, and as determined by the City.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer to show proof that it has been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

26. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

27. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

28. OPTIONAL CONTRACT USAGE. When the successful Proposer is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

29. VOLUME OF WORK. To the extent applicable, it is the intent of the City to purchase the goods and services specifically listed in this solicitation. However, the City reserves the right to purchase any goods or services awarded from State or other governmental contracts, or on an as-needed basis through the City's spot market purchase provisions.

30. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

31. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by any agreement with the City or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

32. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Proposer agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Proposer 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.

33. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

34. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

35. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

36. EXCEPTIONS TO RFQ. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth in the RFQ and any exhibits or Addenda thereto).

37. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

38. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFQ solicitation process, unless otherwise noted herein.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE PROPOSALS. Proposals are to be received on or before the due date established herein for the receipt of Proposals. **Any Proposal received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. NON-RESPONSIVENESS. Failure to comply with the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

- 1. Failure to submit a signed copy of Appendix A.

4. OMITTED OR ADDITIONAL INFORMATION. With exception of the Proposal Certification Form (Appendix A-1) and the Cost/Revenue Proposal, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

5. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1	Cover Letter & Minimum Qualification Requirements
<p>1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation. The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review.</p>	
<p>1.2 Proposal Certification Form (Appendix A-1). Failure to submit the Proposal Certification Form <u>with the Proposal</u> shall result in Proposal being <u>deemed non-responsive</u>.</p>	
<p>1.3 Questionnaire & Requirements Affidavit (Appendix A-2).</p>	

TAB 2**Experience & Qualifications of Proposing Firm**

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies, with emphasis on the following areas of expertise:

- architectural and engineering services for the design of police station or law enforcement facility in the last ten (10) years;
- Leadership in Energy and Environmental Design (LEED) certified projects in the last ten (10) years;

For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following information is to be included: project description, proposer's role in the project (with specificity); agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

TAB 3**Experience & Qualifications Proposer's Team**

3.1 Qualifications of Proposer Team. Provide an organizational chart of all the prime proposer's personnel, each team members' qualifications and the role that each team member will play in providing the services detailed herein. A resume of each individual, including education, licensure, relevant experience, and any other pertinent information, shall be included for each respondent team member to be assigned to this contract with emphasis on the following areas of expertise:

- architectural and engineering services for the design of police station or law enforcement facility in the last ten (10) years;
- Leadership in Energy and Environmental Design (LEED) certified projects in the last ten (10) years;
- design and engineering of firing ranges.

For each project submitted as evidence of experience for the team members, the following information is to be included: project description, proposer's role in the project (with specificity); agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

3.2 Project/Account Manager. Submit the name of the project/account manager that shall be the primary representative to the City. Include a resume of the project/account manager, including education, licensure, relevant experience, and any other pertinent information, and why the proposer believes this individual is best suited to serve as project/account manager for this engagement.

TAB 4**Approach and Methodology**

1. Submit detailed information on the approach and methodology that the Proposer and its team has utilized on previous engagements to accomplish a similar scope of work, including detailed information, as applicable, which addresses, but need not be limited to, its approach and methodology to the following areas of work:

- completing a formal space needs analysis,
- developing a preliminary construction cost estimate,
- preparing presentation graphics (photorealistic renderings and/or 3D walk-throughs) of proposed design,
- addressing functionality and air quality issues regarding firing ranges,
- preparing schematic design drawing(s),
- preparing design development drawings with an updated construction cost estimate
- delivering construction documents for permitting with an updated construction cost estimate, and
- providing construction administration services through final payment and project closeout.

2. Submit the firm's approach to incorporating a diverse pool of qualified personnel and sub-consultants that will be engaged for the project.

3. Submit the firm's approach to assuring quality and cost control for the project.

TAB 5**Contract Exceptions (SUBMIT IN A SEPARATE ENVELOPE)**

Provide redline comments to the attached standard agreement (Appendix __). Proposers must clearly indicate any exceptions they wish to take to any of the terms, and what, if any, alternative proposed revisions are being offered. All exceptions and alternatives shall be included and clearly delineated by redlining the City's form agreement in this tab. City reserves the right to reject any proposed exceptions and/or revisions at its sole and absolute discretion.

SECTION 0400 PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. City staff will assign points for the quantitative criteria. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

b. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Qualitative Criteria. Responsive proposals shall be evaluated in accordance with the following criteria.

Step 1 - Qualitative Criteria	Maximum Points
Prime Proposer's Experience and Qualifications	50
Proposing Team Experience and Qualifications	30
Approach and Methodology	20
TOTAL AVAILABLE STEP 1 POINTS	100

3. Quantitative Criteria. Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Proposers may receive additional, to be added by City staff, as follows.

Step 2 - Quantitative Criteria	Maximum Points						
Veterans Preference	5						
Prime Proposer Volume of Work (0-5 Points). Points awarded to the proposer for volume of work awarded by the City in the last three (3) years in accordance with the following table:							
<table border="1"> <tbody> <tr> <td>Less than \$250,000</td> <td>5</td> </tr> <tr> <td>\$250,000.01 – \$2,000,000</td> <td>3</td> </tr> <tr> <td>Greater than \$2,000,000</td> <td>0</td> </tr> </tbody> </table>	Less than \$250,000	5	\$250,000.01 – \$2,000,000	3	Greater than \$2,000,000	0	5
Less than \$250,000	5						
\$250,000.01 – \$2,000,000	3						
Greater than \$2,000,000	0						
TOTAL AVAILABLE STEP 2 POINTS	10						

4. Determination of Final Ranking. The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

APPENDIX A

MIAMI BEACH

Proposal Certification and Questionnaire & Requirements Affidavit

RFQ No. 2019-242-ND
ARCHITECTURAL AND DESIGN
SERVICES FOR RENOVATIONS TO
MIAMI BEACH POLICE DEPARTMENT
(MBPD) HEADQUARTERS

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX A1 - PROPOSAL CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and executed.
FAILURE TO SUBMIT THE PROPOSAL CERTIFICATION FORM WITH ITS PROPOSAL SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.

Solicitation No: RFQ 2019-242-ND	Solicitation Title: Architectural and Design Services for Renovations to Miami Beach Police Department (MBPD) Headquarters	
Procurement Contact: Natalia Delgado	Tel: 305-673-7000, Ext. 6263	Email: nataliadelgado@miamibeachfl.gov

PROPOSER'S NAME:		
NO. OF YEARS IN BUSINESS:	NO. OF YEARS IN BUSINESS LOCALLY:	NO. OF EMPLOYEES:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

Except as stipulated in General Condition 36, Proposer agrees: to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all specifications, attachments, exhibits and appendices and the contents of any Addenda released hereto; to be bound, at a minimum, to any and all specifications, terms and conditions contained herein or Addenda; that the Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; that proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; that all responses, data and information contained in the proposal are true and accurate.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

APPENDIX A2 - QUESTIONNAIRE AND REQUIREMENTS AFFIDAVIT FORM

The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. Attach any requested information.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall attach at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall attach its Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. ~~Living Wage.~~ Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. ~~Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~
2. ~~Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.~~
3. ~~Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>~~

~~Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).~~

SUBMITTAL REQUIREMENT: Indicate below that Proposer agrees to the living wage requirement. Failure to agree shall result in proposal disqualification.

YES NO

8. ~~Equal Benefits for Employees with Spouses and Employees with Domestic Partners.~~ When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida, and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. ~~Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?~~

YES NO

B. ~~Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?~~

YES NO

C. ~~Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.~~

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

~~If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>~~

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: Proposer agrees to the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list. Failure to agree shall result in proposal disqualification.

YES NO

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code. Failure to agree shall result in proposal disqualification.

YES NO

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375. Failure to agree shall result in proposal disqualification.

YES NO

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity. Failure to agree shall result in proposal disqualification.

YES NO

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

APPENDIX B

MIAMI BEACH

“No Bid” Form

RFQ No. 2019-242-ND
ARCHITECTURAL AND DESIGN
SERVICES FOR RENOVATIONS TO
MIAMI BEACH POLICE DEPARTMENT
(MBPD) HEADQUARTERS

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

Workload does not allow us to submit a proposal

Insufficient time to respond

Specifications unclear or too restrictive

Unable to meet specifications

Unable to meet service requirements

Unable to meet insurance requirements

Do not offer this product/service

OTHER. (Please specify)

We do do not want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: **NATALIA DELGADO**
PROPOSAL #**2019-242-ND**
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Specifications

RFQ No. 2019-242-ND
ARCHITECTURAL AND DESIGN
SERVICES FOR RENOVATIONS TO
MIAMI BEACH POLICE DEPARTMENT
(MBPD) HEADQUARTERS

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Statement of Work Required.

The City of Miami Beach is seeking proposals from individuals, firms, teams, or consultants, with demonstrated experience in projects of this type, size, and complexity to provide space planning, architectural and engineering services for the renovation of the MBPD headquarters building, including the renovation of all office spaces, training facilities, exercise and locker room facilities, firing range and ancillary areas. The successful proposer chosen by the Evaluation Committee shall provide pre-design, schematic design, design development, construction documentation, and construction administration services to:

- Complete a Facility Deficiency Assessment (Consultant to provide for a Code Compliance Audit).
- Complete a formal Space Needs Analysis (in collaboration with MBPD's Internal Planning Team).
- Develop a preliminary Construction Cost Estimate for the project.
- Prepare presentation graphics (photorealistic renderings and/or 3D walk-throughs) of proposed design.
- Prepare Schematic Design Drawing for review and approval by Project Stakeholders.
- Prepare Design Development drawings with updated Construction Cost Estimate.
- Deliver Construction Documents for permitting with updated Construction Cost Estimate.
- Provide Construction Administration services through Final Payment and Project Closeout.

The successful proposer will promote a multi-disciplinary, integrated approach to design and construction that uses materials, energy, and water resources efficiently and minimizes environmental impact to the community.

C2. Special Conditions.

1. **Negotiations.** Upon approval of selection by the City Commission, negotiations between the City and the selected Consultant will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services. The basis for negotiation shall be the attached standard contract.
2. **Competitive Specifications.** It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.
3. **Change of Project Manager.** A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).
4. **Sub-Consultants.** The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.
5. **Licensure.** Consultant shall hold a "Certificate of Authorization" or an "Architect Business" certification from State of Florida, Division of Business and Professional Regulations, within 30 days from notification of award.

APPENDIX D

MIAMI BEACH

Sample Contract

RFQ No. 2019-242-ND
ARCHITECTURAL AND DESIGN
SERVICES FOR RENOVATIONS TO
MIAMI BEACH POLICE DEPARTMENT
(MBPD) HEADQUARTERS

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

AGREEMENT BETWEEN

CITY OF MIAMI BEACH

AND

FOR

**ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR -
2019-242-ND**

RESOLUTION NO. 2019-xxxxxx

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ATTACHMENT B - RFQ37

ATTACHMENT C – Consultant’s Response to the RFQ

DRAFT

AGREEMENT

BETWEEN THE CITY OF MIAMI BEACH

AND

_____.

FOR

**PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR
NORTH SHORE OPEN SPACE PARK**

This Agreement made and entered into this _____ day of _____, 20_____, (Effective Date), by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, (hereinafter referred to as City), and _____, a _____ corporation having its principal office at _____ (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, the RFQ No. 2019-242-KB (the "RFQ") was intended to provide access to architectural and engineering firms in accordance with the Florida Consultant's Competitive Negotiation Act; and

WHEREAS, on _____, the City Commission approved Resolution No. 2019-xxxxx, respectively, authorizing the City to enter into negotiations with _____ and, if successful, execute an agreement with the Consultant pursuant to the RFQ; and

WHEREAS, City and the Consultant have negotiated the following agreement pursuant to the RFQ; and

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

ARTICLE 1. DEFINITIONS

1.1 **Definitions.** The definitions included in this Section are not exhaustive of all definitions used in this Agreement. Additional terms may be defined in other Contract Documents. The following terms shall have the meanings specified herein unless otherwise stated herein:

ADDITIONAL SERVICES: "Additional Services" shall mean those services, in addition to the Basic Services in this Agreement, as described in Article 5 and the Consultant Service Order, which the Consultant shall perform, at the City's option, and which must be duly authorized, in writing, by the City Manager or his authorized designee, prior to commencement of same.

APPLICABLE LAWS: “Applicable Laws” means all laws, statutes, codes (including, but not limited to, building codes), ordinances, rules, regulations, lawful orders and decrees of governmental authorities having jurisdiction over the Project, the Project Site or the Parties.

BASE BID: “Base Bid” shall mean the elements contained in the Construction Documents recommended by the Consultant (and approved by the City) as being within the Construction Cost Budget. “Base Bid” shall not include additive alternates or deductive alternates.

BASIC SERVICES: “Basic Services” shall include those services which Consultant shall perform in accordance with the terms of the Agreement, as described in Article 2 and the Scope of Services set forth in Schedule A hereto. Any Services not specifically enumerated as Additional Services (as defined herein) shall also be considered Basic Services.

CITY (OR OWNER): The “City” shall mean the City of Miami Beach, a Florida municipal corporation having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139. In all respects hereunder, City’s obligations and performance is pursuant to City’s position as the owner of the Project acting in its proprietary capacity. In the event City exercises its regulatory authority as a governmental body including, but not limited to, its regulatory authority for code inspections and issuance of Building Department permits, Public Works Department permits, or other applicable permits within its jurisdiction, the exercise of such regulatory authority and the enforcement of any Applicable Laws shall be deemed to have occurred pursuant to City’s regulatory authority as a governmental body and shall not be attributable in any manner to City as a Party to this Agreement.

CITY COMMISSION: “City Commission” shall mean the governing and legislative body of the City.

CITY MANAGER: The “City Manager” shall mean the chief administrative officer of the City. The City Manager shall also be construed to include any duly authorized representatives designated by the City Manager in writing, including the Project Administrator, with respect to any specific matter(s) concerning the Services and/or this Agreement (exclusive of those authorizations reserved to the City Commission under this Agreement, or to regulatory or administrative bodies having jurisdiction over the Project).

CONSTRUCTION COST BUDGET: The “Construction Cost Budget” shall mean the amount budgeted and established by the City to provide for the cost of construction of the Work for the Project (“Construction Cost”), as set forth in Schedule D.

CONSTRUCTION DOCUMENTS: “Construction Documents” shall mean the final (100% completed) plans, technical specifications, drawings, schematics, documents, and diagrams prepared by the Consultant pursuant to this Agreement, setting forth in detail the requirements for the construction of the Project. The Construction Documents shall set forth in full all details necessary to complete the construction of the Project in accordance with the Contract Documents. Construction Documents shall not be part of the Contract Documents, until (a) the Consultant has submitted completed Construction Documents to the City and (b) they have been reviewed and approved by the City and any agencies having jurisdiction in accordance with the procedures as otherwise provided by the Contract Documents. However, approval by the City shall not in any way be construed, interpreted and/or deemed to constitute a waiver or excuse Consultant’s obligations to ensure the Construction Documents are constructible, in compliance with all Applicable Laws and in accordance with the Contract Documents.

CONSULTANT: The named entity on page 1 of this Agreement, the “Consultant” shall mean the qualified and properly professionally licensed design professional in the State of Florida and as otherwise required by any entities, agencies, boards, governmental authorities and/or any other professional organizations with jurisdiction governing the professional practice area for which the design professional has been engaged by City and who will perform (or cause to be performed through Subconsultants acceptable to the City) all architectural, design and engineering services required under this Agreement and/or Consultant Service Order and will serve as the "architect of record" and/or "engineer of record" for the Project. When the term “Consultant” is used in this Agreement it shall also be deemed to include any officers, employees, or agents of Consultants, and any other person or entity acting under the supervision, direction, or control of Consultant to provide any architectural, design, engineering or similar professional services with respect to the Project (“Subconsultants”). The Consultant shall not be replaced by any other entity, except as otherwise permitted in this Agreement. Further, any Subconsultant that may perform services on behalf of the Consultant shall be a qualified and properly professionally licensed design professional in the State of Florida and as otherwise required by any entities, agencies, boards, governmental authorities and/or any other professional organizations with jurisdiction governing the professional practice area for which the Subconsultant has been engaged by Consultant to perform professional design services in connection with the Project. The following Subconsultants are hereby approved by the City Manager for the Project:

[NEED TO INCLUDE SUBCONSULTANTS]

CONSULTANT SERVICE ORDER: Consultant Service Order shall mean any work order issued by the City to Consultant (in substantial form as in Schedule A-1 attached hereto), that specifically describes and delineates the particular Additional Services which may be required of Consultant that is the subject of such Consultant Service Order, and which may include studies or study activity, and/or professional services as defined in Section 287.055 of the Florida Statutes.

CONTRACT AMENDMENT: “Contract Amendment” shall mean a written modification to the Agreement approved by the City (as specified below) and executed between City and Consultant, covering changes, additions, or reductions in the terms of this Agreement including, without limitation, authorizing a change in the Project, or the method and manner of performance thereof, or an adjustment in the fee and/or completion dates.

Contract Amendments shall be approved by the City Commission if they exceed fifty thousand dollars (\$50,000.00). Even for Contract Amendments of fifty thousand dollars (\$50,000.00) or less (or other such threshold contract amount as may be specified by the City of Miami Beach Procurement Ordinance), the City Manager reserves the right to seek and obtain concurrence of the City Commission for approval of any such Contract Amendment.

CONTRACT DOCUMENTS: “Contract Documents” shall mean this Agreement (together with all exhibits, addenda, Consultant Service Orders and written amendments issued thereto), and all Design Documents and Construction Documents. The Contract Documents shall also include, without limitation (together with all exhibits, addenda, and written amendments issued thereto), the Invitation to Bid (ITB), instructions to bidders, bid form, bid bond, Design Criteria Package (if any), the Contract for Construction, surety payment and performance bonds, Conditions of the Contract for Construction (General, Supplementary, and other Conditions), Divisions 0-17 specifications, an approved Change Order(s), approved Construction Change Directive(s), and/or approved written order(s) for a minor change in the Work.

CONTRACT FOR CONSTRUCTION: “Contract for Construction” shall mean the legally binding agreement between City and Contractor for performance of the Work covered in the Contract Documents, including, without limitation, a general contractor, construction manager, design-builder or any other duly licensed construction contractor selected pursuant to any other procurement methodology available under Florida law.

CONTRACTOR: “Contractor” shall mean the individual or individuals, firm, company, corporation, joint venture, or other entity contracting with City for performance of the Work covered in the Contract Documents.

DESIGN CRITERIA PACKAGE or DCP: “Design Criteria Package” means concise, performance-oriented drawings or specifications of a design-build Project, prepared for the purpose of furnishing sufficient information to permit design-build firms to prepare a bid or a response to a City request for proposal, or to permit the City to enter into a negotiated design-build contract. The Design Criteria Package must specify performance-based criteria for the design-build Project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

DESIGN DOCUMENTS: “Design Documents” means all plans, drawings specifications, schematics and all other documents which set forth in full the design of the Project and fix and describe in detail the size, configuration and character of the Project concerning all items of the Project necessary for the final preparation of the 100% completed, permitted Construction Documents in accordance with the requirements of the Contract Documents including, without limitation, all architectural and engineering elements as may be appropriate. Design Documents shall not be part of the Contract Documents, until (a) the Consultant has submitted completed Design Documents to the City and (b) they have been reviewed and approved by the City and agencies having jurisdiction in accordance with the procedures as provided by the Contract Documents. However, approval by the City shall not in any way be construed, interpreted and/or deemed to constitute a waiver or excuse Consultant’s obligations to ensure the Design Documents are constructible, in compliance with all Applicable Laws and in accordance with the Contract Documents.

FORCE MAJEURE: “Force Majeure” shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as a hurricane, tornado, flood, loss caused by fire and other similar unavoidable casualties; or other causes beyond the City’s or Consultant’s control that are not due to any act, omission or negligence of either City or Consultant and, which have, or may be reasonably expected to have, a material adverse effect on the Project, or on the rights and obligations of City or Consultant under this Agreement and which, by the exercise of due diligence, such parties shall not have been able to avoid; provided, however, that inclement weather (except as noted above), the acts or omissions of Subconsultants, the Contractor and its sub-contractors, market conditions, labor conditions, construction industry price trends, and similar matters which normally impact on the construction process shall not be considered a Force Majeure.

If the Consultant is delayed in performing any obligation under this Agreement due to a Force Majeure, the Consultant shall request a time extension from the Project Administrator within five (5) business days of said Force Majeure. Any time extension shall be subject to mutual

agreement and shall not be cause for any claim by the Consultant for extra compensation, unless Additional Services are required and approved pursuant to Article 5 hereof.

PROJECT: The “Project” shall mean that certain City capital project described in the Scope of Services set forth in Schedule A hereto.

Project Cost: The “Project Cost”, shall mean the estimated total cost of the Project, as prepared and established by the City, including the estimated Construction Cost and Soft Costs. The Project Cost may, from time to time, be revised or adjusted by the City, in its sole discretion, to accommodate approved modifications or changes to the Project or scope of work.

Project Scope: The “Project Scope” shall mean the description of the Project, as described in Schedule A hereto.

PROJECT ADMINISTRATOR: The “Project Administrator” shall mean the individual designated by the City Manager who shall be the City’s authorized representative to issue directives and notices on behalf of the City with respect to all matters concerning the Services of this Agreement (exclusive of those authorizations reserved to the City Manager or City Commission under this Agreement, or to regulatory or administrative bodies having jurisdiction over the Project).

PROPOSAL DOCUMENTS: “Proposal Documents” shall mean the RFQ, together with all amendments or addenda thereto (if any), which is incorporated by reference to this Agreement and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the Agreement shall prevail. Consultant’s proposal in response to the RFQ is included for reference purposes only and shall not be incorporated as part of this Agreement, except with respect to Consultant’s representations regarding the qualifications and experience of Consultant and its key personnel, its commitment to provide the key personnel listed therein, and its capability to perform and deliver the Services in accordance with this Agreement and consistent with the all representations made therein.

SCHEDULES: “Schedules” shall mean the various schedules attached to this Agreement and referred to as follows:

- Schedule A** – Scope of Services
- Schedule A-1** - Consultant Service Order
- Schedule B** – Consultant Compensation
- Schedule C** – Hourly Billing Rate Schedule
- Schedule D** – Construction Cost Budget
- Schedule E** – Project Schedule

SCOPE OF SERVICES: “Scope of Services” shall include the Project Scope, Basic Services, and any Additional Services (as approved by the City), all as described in Schedule “A” hereto.

SERVICES: “Services” shall mean all services, work, and actions by the Consultant performed pursuant to or undertaken under this Agreement.

SOFT COSTS: “Soft Costs” shall mean costs related to the Project other than Construction Cost including, without limitation, Consultant’s Basic Services, Additional Services, surveys, testing, general consultant, financing, permitting fees and other similar costs, as determined by

the City, that are not considered as direct costs for the construction of the Project.

STATEMENT OF PROBABLE CONSTRUCTION COST: The “Statement of Probable Construction Cost” shall mean the detailed estimate prepared by Consultant in Construction Standard Index (CSI) format or other format approved by the Project Administrator, which includes the Consultant’s estimated total construction cost to the City of the Work for the Project (as established in the Contract Documents, as they may be amended from time to time). The Statement of Probable Construction Cost shall be in sufficient detail to identify the costs of each element of the Project and include a breakdown of the fees, general conditions and construction contingency for the Project. Costs shall be adjusted to the projected bid date to take into account anticipated price escalation.

WORK: “Work” shall mean all labor, materials, equipment, supplies, tools, machinery, utilities, fabrication, transportation, insurance, bonds, permits and conditions thereof, building code changes and government approvals, licenses, tests, quality assurance and/or quality control inspections and related certifications, surveys, studies, and other items, work and services that are necessary or appropriate for the total construction, installation, and functioning of the Project, together with all additional, collateral and incidental items, and work and services required for delivery of a completed, fully functional and functioning Project as set forth in the Contract Documents.

ARTICLE 2. BASIC SERVICES

2.1 The Consultant shall provide Basic Services for the Project, as more particularly described in Schedule A.

2.2 The Services will be commenced by the Consultant upon receipt of a written notice to proceed with any of the specific tasks identified in Schedule A (“Task”) signed by the City Manager or the Project Administrator (“Notice to Proceed”). Consultant shall countersign the Notice to Proceed upon receipt and return the signed copy to the City. **A separate Notice to Proceed issued by the Project Administrator shall be required prior to commencement of each task (as same are set forth in Schedule “A” hereto).** Consultant shall have no entitlement to perform (or be compensated for) the Services corresponding with any task under this Agreement, unless such task is authorized by a Notice to Proceed.

2.3 As it relates to the Services and the Project, Consultant warrants and represents to the City that it is knowledgeable of and shall comply with all Applicable Laws. The Consultant agrees to comply with all Applicable Laws, whether now in effect or as may be amended or adopted from time to time, and shall further take into account all known pending changes to the foregoing of which it should reasonably be aware.

2.4 The Consultant warrants and represents to the City that all of the Services required under this Agreement shall be performed in accordance with the standard of care normally exercised in the design of comparable projects in South Florida. Consultant warrants and represents to the City that it is experienced, fully qualified, and properly licensed (pursuant to Applicable Laws) to perform the Services. Consultant warrants and represents to the City that it is responsible for the technical accuracy of the Services (including, without limitation, the Design Documents contemplated in Schedule “A” hereto). Consultant further warrants and represents that the approved and permitted Construction Documents shall constitute a representation by Consultant to City that the Project, if constructed as required by the Contract Documents, will be

fully functional, suitable and sufficient for its intended purposes.

2.5 The Consultant's Basic Services may consist of various tasks, including planning, design, bidding/award, preparation of a DCP, studies, construction administration, and Additional Services (as may be approved), all as further described in the Scope of Services; and shall also include any and all of Consultant's responsibilities and obligations with respect to the Project, as set forth in the General Conditions of the Contract for Construction.

2.6 **RESPONSIBILITY FOR CLAIMS AND LIABILITIES:** No action or omission by City shall waive or excuse Consultant's obligations under the Agreement and/or other Contract Documents and that Consultant shall remain fully liable for all work performed by Consultant including, without limitation, any design errors or omissions. Written decisions and/or approvals issued by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant (or any Subconsultants), for the accuracy and competency of the Design Documents and Construction Documents, nor shall any City approval and/or decisions be deemed to be an assumption of such responsibility by the City for a defect, error or omission in the Design Documents and the Construction Documents. Moreover, neither the City's inspection, review, approval or acceptance of, nor payment for, any Services required under the Agreement shall be construed to relieve the Consultant (or any Subconsultant) of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the City's rights under the Agreement, or of any cause of action arising out of the performance of the Agreement. The Consultant shall be and remain liable to the City in accordance with Applicable Laws for all damages to City caused by any failure of the Consultant or to comply with the terms and conditions of the Agreement or by the Consultant's misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement.

2.7 **TIME:** It is understood that time is of the essence in the completion of the Project and, in this respect, the parties agree as follows:

2.7.1 **Term:** The term of this Agreement shall commence upon execution by the City and Consultant, which shall be the Effective Date referred to on page 1 hereof, and shall be in effect until all Services are completed or all Services authorized under Notices to Proceed are completed and accepted, whichever is later. Notwithstanding the preceding Term, Consultant shall adhere to any and all timelines and/or deadlines, as set forth in the Scope of Services, including the time for completion of the work and/or services for the Project.

2.7.2 The Consultant shall perform the Services as expeditiously as is consistent with the standard of professional skill and care required by this Agreement, and the orderly progress of the Work.

2.7.3 Recognizing that the construction of other projects within the City may affect scheduling of the construction for the Project, the Consultant shall diligently coordinate performance of the Services with the City (through the Project Administrator) in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others. The Consultant shall coordinate the Services with all of its Subconsultants, as well as other consultants, including, without limitation, City provided consultants (if any).

2.7.4 The Services shall be performed in a manner that shall conform to the Scope of Services. The Consultant may submit requests for an adjustment to the completion time

for the Scope of Services, if made necessary because of undue delays resulting from untimely review taken by the City (or authorities having jurisdiction over the Project) to approve the Consultant's submissions, or any other portion of the Services requiring approval by the City (or other governmental authorities having jurisdiction over the Project). Consultant shall immediately provide the Project Administrator with written notice stating the reason for the particular delay; the requested adjustment (i.e. extension) to the Project Schedule; and a revised anticipated schedule of completion. Upon receipt and review of Consultant's request (and such other documentation as the Project Administrator may require), the Project Administrator may grant a reasonable extension of time for completion of the particular work involved, and authorize that the appropriate adjustment be made to the Project Schedule. The Project Administrator's approval (if granted) shall be in writing.

2.8 Consultant shall use its best efforts to maintain a constructive, professional, cooperative working relationship with the Project Administrator, Contractor, and any and all other individuals and/or firms that have been contracted, or otherwise retained, to perform work on the Project.

2.9 The Consultant shall perform its duties under this Agreement in a competent, timely and professional manner, and shall be responsible to the City for any failure in its performance, except to the extent that acts or omissions by the City make such performance impossible.

2.10 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Services required under the Agreement any Consultant Service Orders (including the services performed by Subconsultants), within the specified time period and specified cost. The Consultant shall perform the Services utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting with respect to the disciplines required for the performance of such Services in the State of Florida. The Consultant is responsible for, and shall represent to City that the Services conform to the City's requirements, the Contract Documents and all Applicable Laws. The Consultant shall be and remain liable to the City for all damages to the City caused by the Consultant's deficient Services, breaches of this Agreement, or negligent acts, errors or omissions in the performance of the Services, which damages may include the costs incurred by the City with respect to replacement or repair of any defective or non-conforming construction Work until (i) twelve (12) months following final acceptance of the Work, or (ii) the applicable statute of limitations period, whichever is later. In addition to all other rights and remedies which the City may have, the Consultant shall, at its expense, re-perform all or any portion of the Services to correct any deficiencies which result from the Consultant's failure to perform in accordance with the above standards. The Project Administrator shall notify the Consultant, in writing, of any deficiencies and shall approve the method and timing of the corrections.

2.10.1 The Consultant shall be responsible for deficient, defective Services and any resulting deficient, defective construction work re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

2.11 The City shall have the right, at any time, in its sole and absolute discretion, to submit for review to other consultants (engaged by the City at its expense) any or all parts of the Services and the Consultant shall fully cooperate in such review(s). Whenever others are required to verify, review, or consider any Services performed by Consultant (including, without limitation, contractors, other design professionals, and/or other consultants retained by the City), the intent

of such requirement is to enable the Consultant to receive input from others' professional expertise to identify any discrepancies, errors or omissions that are inconsistent with industry standards for design or construction of comparable projects; or which are inconsistent with Applicable Laws; or which are inconsistent with standards, decisions or approvals provided by the City under this Agreement. Consultant will use reasonable care and skill, in accordance and consistent with customary professional standards, in responding to items identified by other reviewers in accordance with this subsection. Consultant shall receive comments from reviewers, in writing, including, without limitation (and where applicable), via a set of marked-up drawings and specifications. Consultant shall address comments forwarded to it in a timely manner. The term "timely" shall be defined to mean as soon as possible under the circumstances, taking into account the timelines of the Project schedule.

2.11.1 The Consultant is advised that a performance evaluation of the Services rendered throughout this Agreement will be completed by the City and kept in the City's files for evaluation of future solicitations.

2.12 Consultant agrees that when any portion of the Services relates to a professional service which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice and/or perform such Service(s), it shall employ and/or retain only qualified duly licensed certified personnel to provide same.

2.13 Consultant agrees to designate, in writing, within five (5) calendar days after receiving a signed Notice to Proceed, a qualified licensed professional to serve as its project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administrating all aspects of the Services. Consultant's Project Manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or the Project Administrator. Replacement (including reassignment) of an approved Project Manager shall not be made without the prior written approval of the City Manager or his designee (i.e. the Project Administrator).

2.13.1 Consultant agrees, within fourteen (14) calendar days of receipt of written notice from the City Manager or the Project Administrator (which notice shall state the cause therefore), to promptly remove and replace a Project Manager, or any other personnel employed or otherwise retained by Consultant for the Project (including, without limitation, any Subconsultants).

2.14 Consultant agrees not to divulge, furnish or make available to any third party(ies), any non-public information concerning the Services or the Project, without the prior written consent of the City Manager or the Project Administrator, unless such disclosure is incident to the proper performance of the Services; or the disclosure is required pursuant to Florida Public Records laws; or, in the course of judicial proceedings, where such information has been properly subpoenaed. Consultant shall also require Subconsultants to comply with this subsection.

2.15 The City and Consultant acknowledge that the Services, as described in the Agreement and any Consultant Service Orders, do not delineate every detail and minor work task required to be performed by Consultant to complete the work and/or services described and delineated under Schedule A and any Consultant Service Orders issued to Consultant by the City. If, during the course of performing work, services and/or tasks, Consultant determines that work and/or services should be performed which is, in the Consultant's reasonable opinion, outside the level of effort originally anticipated, then Consultant shall promptly notify the Project

Administrator, in writing, and shall obtain the Project Administrator's written consent before proceeding with such work and/or services. If Consultant proceeds with any such additional work and/or services without obtaining the prior written consent of the Project Administrator, said work and/or services shall be deemed to be a Basic Service under this Agreement and shall also be deemed to be within the scope of services delineated in Schedule A (whether or not specifically addressed in the Scope of Services). Mere notice by Consultant to the Project Administrator shall not constitute authorization or approval by the City to perform such work. Performance of any such work and/or services by Consultant without the prior written consent of the Project Administrator shall be undertaken at Consultant's sole risk and liability.

2.16 Consultant shall establish, maintain, and categorize any and all Project documents and records pertinent to the Services and shall provide the City, upon request, with copies of any and all such documents and/or records. In addition, Consultant shall provide electronic document files to the City upon completion of the Project.

2.17 THE CITY HAS NO OBLIGATION TO ASSIST, FACILITATE AND/OR PERFORM IN ANY WAY THE CONSULTANT'S OBLIGATIONS UNDER THE AGREEMENT OR OTHER CONTRACT DOCUMENTS. THE CITY'S PARTICIPATION, FACILITATION AND/OR ASSISTANCE TO THE CONSULTANT SHALL BE AT ITS SOLE DISCRETION AND SHALL NOT, IN ANY WAY, BE CONSTRUED, INTERPRETED AND/OR CONSTITUTE AN ASSUMPTION BY THE CITY OF CONSULTANT'S OBLIGATIONS, A WAIVER OF CONSULTANT'S OBLIGATIONS AND/OR EXCUSE ANY BREACH BY CONSULTANT OF ITS OBLIGATIONS UNDER THE CONTRACT DOCUMENTS. THE PARTICIPATION IN THE PERFORMANCE OF ANY OF CONSULTANT'S OBLIGATIONS SHALL NOT PRECLUDE THE CITY FROM DECLARING CONSULTANT IN DEFAULT FOR CONSULTANT'S FAILURE TO PERFORM SUCH OBLIGATION, NOR SHALL IT LIMIT, IN ANY WAY, THE CITY'S RIGHTS AND REMEDIES IN CONNECTION THEREWITH. THE CONSULTANT EXPRESSLY ACKNOWLEDGES AND AGREES NOT TO RAISE OR ASSERT AS DEFENSE TO ANY CLAIM, ACTION, SUIT AND/OR OTHER PROCEEDING OF A SIMILAR NATURE, THE CITY'S PARTICIPATION, ASSISTANCE AND/OR FACILITATION IN THE PERFORMANCE OF CONSULTANT'S OBLIGATIONS. INCLUDING, WITHOUT LIMITATION, ASSISTING WITH OBTAINING PERMITS OR WITH COORDINATION WITH UTILITIES, OR OTHER MATTERS RELATED TO THE PROJECT. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION AND/OR ANY OTHER PROVISION OF THIS AGREEMENT OR OTHER CONTRACT DOCUMENTS, THIS SECTION SHALL GOVERN.

2.18 **GREEN BUILDING STANDARDS:** The Consultant shall comply with the requirements of Section 255.2575, Florida Statutes, and Chapter 100 of the City Code, as both may be amended from time to time, addressing applicable Leadership in Energy and Environmental Design (LEED) compliance requirements.

2.19 **SUBCONSULTANTS:** All services provided by Subconsultants shall be consistent with those commitments made by the Consultant in its Proposal and during the competitive solicitation selection process and interview. Such services shall be undertaken and performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the City under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the City and the Subconsultants.

The Consultant shall not retain, add, or replace any Subconsultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the

reasons for any proposed substitution. The Consultant shall cause the names of Subconsultants responsible for significant portions of the Services to be inserted on the plans and specifications.

The Consultant shall be ultimately responsible for ensuring the Consultant's and all of its Subconsultants' compliance with the requirements of this Section and any other provision of the Agreement and/or Consultant Service Order. With respect to the performance of work by Subconsultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of the Subconsultant's work.

The Consultant shall, upon the request of the City, submit to the City such documentation and information as the City reasonably requests to evidence the creation, standing, ownership and professional licensure of the Consultant (and Subconsultants), including organizational documents, operating agreements and professional licensure documentation, and copies of the Consultant's contracts with the Subconsultant with respect to the Project. However, the City's failure to request such documentation or evidence and/or failure to enforce in any way the terms and provisions of this Section, the Agreement and/or any other Consultant Service Order during the Project does not excuse, waive and/or condone in any way any noncompliance of the requirements set forth therein including, without limitation, the professional licensure requirements. Any approval of a Subconsultant by the City shall in no way shift from the Consultant to City the responsibility for the quality and acceptability of the services performed by the Subconsultant. Payment of Subconsultants shall be the sole responsibility of the Consultant, and shall not be cause for any increase in compensation to the Consultant for payment of the Services.

ARTICLE 3. THE CITY'S RESPONSIBILITIES

3.1 The City Manager shall designate a Project Administrator, who shall be the City's authorized representative to act on City's behalf with respect to the City's responsibilities or matters requiring City's approval under the Contract Documents. The Project Administrator shall be authorized (without limitation) to transmit instructions, receive information, and interpret and define City policies and decisions with respect to the Services and the Project. The Project Administrator shall have full authority to require the Consultant to comply with the Contract Documents, provided, however, that any failure of the Project Administrator to identify any noncompliance, or to specifically direct or require compliance, shall in no way constitute a waiver of, or excuse, the Consultant's obligation to comply with the requirements of the Contract Documents.

3.2 The City shall make available to Consultant, for the convenience of the Consultant only, information that the City has in its possession pertinent to the Project. Consultant hereby agrees and acknowledges that, in making any such information available to Consultant, the City makes no express or implied certification, warranty, and/or representation as to the accuracy or completeness of such information and assumes no responsibility whatsoever with respect to, the sufficiency, completeness or accuracy of such information. The Consultant understands, and hereby agrees and acknowledges, that it is obligated to verify to the extent it deems necessary all information furnished by the City, and that it is solely responsible for the accuracy and applicability of all such information used by Consultant. Such verification shall include, without limitation, visual examination of existing conditions in all locations encompassed by the Project, where such examination can be made without using destructive measures (i.e. excavation or demolition). Survey information shall be spot checked to the extent that Consultant has satisfied itself as to the reliability of the information.

3.3 At any time, in his/her sole discretion, the City Manager may furnish accounting, and insurance counseling services for the Project (including, without limitation, auditing services to verify the Consultant's applications for payment, or to ascertain that Consultant has properly remitted payment due to its Subconsultants or vendors).

3.4 If the City observes or otherwise becomes aware of any fault or defect in the Project, or non-conformance with the Contract Documents, the City, through the Project Administrator, shall give prompt written notice thereof to the Consultant.

3.5 The City, acting in its proprietary capacity as Owner and not in its regulatory capacity, shall render any administrative approvals and decisions required under this Agreement, in writing, as reasonably expeditious for the orderly progress of the Services and of the Work.

3.6 The City Commission shall be the final authority to do or to approve the following actions or conduct, by passage of an enabling resolution or amendment to this Agreement:

3.6.1 Except where otherwise expressly noted in the Agreement or the Contract Documents, the City Commission shall be the body to consider, comment upon, or approve any amendments or modifications to this Agreement.

3.6.2 The City Commission shall be the body to consider, comment upon, or approve any assignment, sale, transfer or subletting of this Agreement. Assignment and transfer shall be defined to also include sale of the majority of the stock of a corporate consultant.

3.6.3 The City Commission shall approve or consider all Contract Amendments that exceed the sum of fifty thousand dollars (\$50,000.00) (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended).

3.7 Except where otherwise expressly noted in this Agreement, the City Manager shall serve as the City's primary representative to whom administrative (proprietary) requests for decisions and approvals required hereunder by the City shall be made. Except where otherwise expressly noted in this Agreement or the Contract Documents, the City Manager shall issue decisions and authorizations which may include, without limitation, proprietary review, approval, or comment upon the schedules, plans, reports, estimates, contracts, and other documents submitted to the City by Consultant.

3.7.1 The City Manager shall have prior review and approval of the Project Manager (and any replacements) and of any Subconsultants (and any replacements).

3.7.2 The City Manager shall decide, and render administrative (proprietary) decisions on matters arising pursuant to this Agreement which are not otherwise expressly provided for in this Agreement. In his/her discretion, the City Manager may also consult with the City Commission on such matters.

3.7.3 At the request of Consultant, the City Manager shall be authorized, but not required, to reallocate monies already budgeted toward payment of the Consultant; provided, however, that the Consultant's compensation (or other budgets established by this Agreement) may not be increased without the prior approval of the City Commission, which approval (if granted at all) shall be in its sole and reasonable discretion.

3.7.4 The City Manager may approve Contract Amendments which do not exceed the sum of fifty thousand dollars (\$50,000.00) (or other such amount as may be specified by the City of Miami Beach Purchasing Ordinance, as amended); provided that no such amendments increase any of the budgets established by this Agreement.

3.7.5 The City Manager may, in his/her sole discretion, form a committee or committees, or inquire of, or consult with, persons for the purpose of receiving advice and recommendations relating to the exercise of the City's powers, duties, and responsibilities under this Agreement or the Contract Documents.

3.7.6 The City Manager shall be the City Commission's authorized representative with regard to acting on behalf of the City in the event of issuing any default notice(s) under this Agreement, and, should such default remain uncured, in terminating the Agreement (pursuant to and in accordance with Article 10 hereof).

3.8 The City's review, evaluation, or comment as to any documents prepared by or on behalf of the Consultant shall be solely for the purpose of the City's determining for its own satisfaction the suitability of the Project, or portions thereof, detailed in such documents for the purposes intended therefor by the City, and may not be relied upon in any way by the Consultant or any other third party as a substantive review thereof.

ARTICLE 4. RESPONSIBILITY FOR CONSTRUCTION COST

4.1 The City has established a Construction Cost Budget for the Project, set forth in Schedule D. Consultant shall design the Project so that the Construction Cost Budget for the Project is not exceeded. As part of the Basic Services, Consultant shall design and/or re-design the Project to the Construction Cost Budget in accordance with this Article 4, making all revisions necessary to maintain the Construction Cost Budget. Consultant shall attend meetings with the City to review and discuss cost estimates, cost-saving alternatives, and implementation or revision of the Design Documents and Construction Documents to address such items, as necessary to meet the established budget parameters set forth in the City Construction Budget.

4.2. Consultant shall provide and/or update the Statement of Probable Construction Cost at each stage of completion of the Design Documents and at completion of the Construction Documents, unless otherwise specified in a written directive of the Project Administrator.

4.2.1. At completion of the conceptual design (at such stage of completion of the Design Documents as may be specified by the Project Administrator), Consultant shall provide the City a Statement of Probable Construction Cost, which must include an estimated Construction Cost for the Project within a range of plus or minus fifteen percent (+/-15%) of the Construction Cost Budget. If at the foregoing stage of design the Consultant's Statement of Probable Construction Cost exceeds the City's Construction Budget by more than fifteen percent (15%), then the Project Administrator shall provide notice thereof to the Consultant. Consultant shall then identify the cause(s) for the difference and recommend in writing for the City's approval any modification in the Design Documents necessary to conform the Consultant's estimated total costs in the Statement of Probable Construction Cost to within fifteen percent (15%) of the City's Construction Budget. Upon obtaining City's approval of any proposed modifications, Consultant shall incorporate such modifications within the Design

Documents as part of the Basic Services and at no additional cost to the City.

4.2.2. At the 30% and 60% completion of the Design Documents, Consultant shall update its Statement of Probable Construction Cost, which must include an estimated Construction Cost for the Project within a range of plus or minus ten percent (+/-10%) of the Construction Cost Budget. If at the foregoing stages of design the Consultant's Statement of Probable Construction Cost exceeds the City's Construction Budget by more than ten percent (10%), the Project Administrator shall provide notice thereof to the Consultant. Consultant shall then identify the cause(s) for the difference and recommend in writing for the City's approval any modification in the Design Documents necessary to conform the Consultant's estimated total costs in the Statement of Probable Construction Cost to within ten percent (10%) of the City's Construction Budget. Upon obtaining City's approval of any proposed modifications, Consultant shall incorporate such modifications within the Design Documents as part of the Basic Services and at no additional cost to the City.

4.2.3. At the 90% stage completion of the Design Documents and at completion of the Construction Documents, Consultant shall update its Statement of Probable Construction Cost, which must include an estimated Construction Cost for the Project within a range of plus or minus five percent (+/-5%) of the Construction Cost Budget. If at the foregoing stages of design the Consultant's Statement of Probable Construction Cost exceeds the City's Construction Budget by more than five percent (5%), the Project Administrator shall provide notice thereof to the Consultant. Consultant shall then identify the cause(s) for the difference and recommend in writing for the City's approval any modification in the Design Documents necessary to conform the Consultant's estimated total costs in the Statement of Probable Construction Cost to within five percent (5%) of the City's Construction Budget. Upon obtaining the City's approval, Consultant shall promptly modify the Design Documents or Construction Documents within the time period specified by the Project Administrator (which time period for completion shall not exceed ninety (90) days from the date Consultant is notified to re-design), as part of the Basic Services and at no additional cost to the City.

4.2.4. To ensure that the Construction Cost shall not exceed the City's Construction Budget, each Statement of Probable Construction Cost shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and a reasonable and appropriate construction contingency.

4.3. Consultant shall certify and warrant to the City that the Statement of Probable Construction Cost and any update thereto, represents Consultant's best judgment of the Construction Cost for the Project as an experienced design professional familiar with the construction industry, provided, however, that Consultant cannot (and does not) guarantee that bids or negotiated prices will not vary from any estimates of Construction Cost or other cost evaluation(s) prepared (or otherwise provided) by Consultant.

4.4 If the lowest and best Base Bid exceeds the Consultant's final updated Statement of Probable Cost by more than ten percent (10%), the Project Administrator shall provide notice thereof to the Consultant, and the Consultant shall re-design the Project within the Project Scope, construction schedule, sequence of Work, or such other action, as deemed necessary, to reduce the Statement of Probable Construction Cost, and Consultant shall provide any required revisions to the Contract Documents (including, without limitation, the Construction Documents) within the time period specified by the Project Administrator (which time period for completion shall not exceed ninety (90) days from the date Consultant is notified to re-design), and shall provide re-bidding services, as many times as may be reasonably requested by the

City, as part of the Basic Services and **at no additional cost to the City**, in order to bring any resulting, responsive and responsible bids within ten percent (10%) of the Consultant's final updated Statement of Probable Cost.

4.5. The Construction Cost Budget shall not be exceeded without fully justifiable, extraordinary, and unforeseen circumstances (such as Force Majeure) which are beyond the control of the parties. Any expenditure above this amount shall be subject to prior City Commission approval which, if granted at all, shall be at the sole and reasonable discretion of the City Commission. The City Commission shall have no obligation to approve an increase in the Construction Cost Budget and, if such Construction Cost Budget is exceeded, the City Commission may, at its sole and absolute discretion, terminate this Agreement (and the remaining Services) without any further liability to the City.

4.6. The City Commission may, at its sole and absolute discretion, and without relieving Consultant of its obligations under this Agreement to design the Project to the Construction Cost Budget as set forth in Sections 4.1 through 4.5 above, separately elect any of the following options: (1) approve an increase to the Construction Cost Budget; (2) reject all bids, and (at its option) authorize rebidding of the Project; (3) abandon the Project and terminate the remaining Services without any further liability to the City; (4) select as many deductive alternatives as may be necessary to bring the lowest and best bid within the Construction Cost Budget.

ARTICLE 5. ADDITIONAL SERVICES

5.1 Additional Services shall only be performed by Consultant following receipt of written authorization by the Project Administrator (which authorization must be obtained prior to commencement of any such additional work by Consultant). The written authorization shall contain a description of the Additional Services required; a lump sum to be negotiated at the time of the request for additional services or an hourly fee (in accordance with the rates in Schedule "B" hereto), with a "Not to Exceed" amount; Reimbursable Expenses (if any) with a "Not to Exceed" amount; the amended Construction Cost Budget (if applicable); the time required to complete the Additional Services; and an amended Project Schedule (if applicable). "Not to Exceed" shall mean the maximum cumulative hourly fees allowable (or, in the case of Reimbursable Expenses, the maximum cumulative expenses allowable), which the Consultant shall not exceed without further written authorization of the Project Administrator. The "Not to Exceed" amount is not a guaranteed maximum cost for the additional work requested (or, in the case of Reimbursables, for the expenses), and all costs applicable to same shall be verifiable through time sheets (and, for Reimbursables, expense reviews).

5.2 Additional Services include the following:

5.2.1 Appraisals: Investigation and creation of detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by City.

5.2.2. Unforeseen Conditions. Providing additional work relative to the Project which arises from subsequent circumstances and causes which could not reasonably have been foreseen at the time of execution of this Agreement (excluding conditions determined by all prior studies available to Consultant and excluding circumstances and causes resulting from error, omission, inadvertence, or negligence of Consultant).

5.2.3. City-Requested Revisions to Construction Documents: Making revisions to

Construction Documents resulting in or from City-requested changes in Scope of Work involving new program elements, when such revisions are inconsistent with written approvals or instructions previously given by City and/or are due to causes beyond the control of Consultant.

5.2.4 Expert Witness: Except insofar as the Consultant is required by legal process or subpoena to appear and give testimony, preparing to serve or serving as an expert witness in connection with any state or federal court action to which the Consultant is not a party in its own name, that is not instituted by the Consultant or in which the performance of the Consultant is not in issue.

5.2.5 Procurement: Assistance in connection with bid protests, re-bidding, or re-negotiating contracts (except for Contract Document revisions and re-bidding services required under Section 4.4 hereof, which shall be provided at no additional cost to City).

5.2.6. Models: Preparing professional perspectives, models or renderings in addition to those provided for in this Agreement except insofar as these are otherwise useful or necessary to the Consultant in the provision of Basic Services.

5.2.7. Threshold Inspection/Material Testing and Inspection: Providing threshold inspection services and material testing/special inspection services, provided that Consultant, as part of the Basic Services, shall report on the progress the Work, including any defects and deficiencies that may be observed in the Work.

5.2.8 Pre-Design Surveys & Testing: Environmental investigations and site evaluations, provided, however, that surveys of the existing structure required to complete as-built documentation are not additional services.

5.2.9 Geotechnical engineering. Providing geotechnical engineering services or site surveys.

Except as specified herein, services that are required for completion of the Construction Documents shall be part of Consultant's Basic Services.

ARTICLE 6. REIMBURSABLE EXPENSES

6.1 Reimbursable Expenses must be authorized, in advance, in writing, by the Project Administrator. Invoices or vouchers for Reimbursable Expenses shall be submitted to the Project Administrator (along with any supporting receipts and other back-up material requested by the Project Administrator). Consultant shall certify as to each such invoice and/or voucher that the amounts and items claimed as reimbursable are "true and correct and in accordance with the Agreement." Reimbursable Expenses may include, but not be limited to, the following:

Cost of reproduction, courier, and postage and handling of drawings, plans, specifications, and other Project documents (excluding reproductions for the office use of the Consultant and its Subconsultants, and courier, postage and handling costs between the Consultant and its Subconsultants).

Costs for reproduction and preparation of graphics for community workshops.

Permit fees required by City of Miami Beach regulatory bodies having jurisdiction over

the Project (i.e. City permit fees).

ARTICLE 7. COMPENSATION FOR SERVICES

7.1 Consultant's "Lump Sum" fee for provision of the Services, including reimbursable expenses, for the Project shall be \$638,161, as more fully delineated in Schedule B hereto.

7.2 Payments for Services shall be made within forty-five (45) calendar days of receipt and approval of an acceptable invoice by the Project Administrator. Payments shall be made in proportion to the Services satisfactorily performed, so that the payments for Services never exceed the progress percentage noted in the Consultant's Progress Schedule (to be submitted with each invoice). No mark-up shall be allowed on subcontracted work. In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project and the total estimated fee to completion.

7.3 Approved Additional Services shall be compensated in accordance with the hourly billing rates set forth in Schedule "C," attached hereto. Any request for payment of Additional Services shall be included with a Consultant payment request. No mark-up shall be allowed on Additional Services (whether sub-contracted or not).

7.4 Approved Reimbursable Expenses shall be paid in accordance with Article 6 hereto, up to the "Not to Exceed" Reimbursable allowance amount set forth in Schedule B or in the applicable Consultant Service Order. Any request for payment of Reimbursable Expenses shall also be included with Consultant's payment request. No mark-up shall be allowed on Reimbursable Expenses.

7.5 **ESCALATION:** During the Term of this Agreement, the City Manager, at his sole discretion, may consider an adjustment to the hourly rates set forth in Schedule C. Any such adjustments, if any, shall be based on a corresponding increase in the Consumer Price Index for All Urban Consumers; U.S. City average (1982-84=100), as established by the United States Bureau of Labor Statistics ("CPI"), or material adjustments to the scope or requirements of the RFQ by the City, including (but not limited to) living wage increases, provided, however, that in no event shall any annual increase exceed three percent (3%). In the event that the City determines that the requested increase is unsubstantiated, the Consultant agrees to perform all duties at the current cost terms.

7.6 No retainage shall be made from the Consultant's compensation on account of sums withheld by the City on payments to Contractor.

7.7 **METHOD OF BILLING AND PAYMENT.** Consultant shall invoice the Project Administrator in a timely manner, but no more than once on a monthly basis. Invoices shall identify the nature and extent of the work performed; the total hours of work performed by employee category; and the respective hourly billing rate associated therewith. In the event Subconsultant work is used, the percentage of completion shall be identified. Invoices shall also itemize and summarize any Additional Services and/or Reimbursable Expenses. A copy of the written approval of the Project Administrator for the requested Additional Service(s) or Reimbursable Expense(s) shall accompany the invoice.

7.7.1 If requested, Consultant shall provide back-up for past and current invoices that records hours for all work (by employee category), and cost itemizations for

Reimbursable Expenses (by category).

ARTICLE 8. CONSULTANT'S ACCOUNTING AND OTHER RECORDS

8.1 All books, records (whether financial or otherwise), correspondence, technical documents, and any other records or documents related to the Services and/or Project will be available for examination and audit by the City Manager, or his/her authorized representatives, at Consultant's office (at the address designated in Article 15 ["Notices"]), during customary business hours. All such records shall be kept at least for a period of three (3) years after Consultant's completion of the Services. Incomplete or incorrect entries in such records and accounts relating personnel services and expenses may be grounds for City's disallowance of any fees or expenses based upon such entries. Consultant shall also bind its Subconsultants to the requirements of this Article and ensure compliance therewith

ARTICLE 9. OWNERSHIP OF PROJECT DOCUMENTS

9.1 All notes, correspondence, documents, plans and specifications, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents (whether completed or partially completed) and copyrights thereto for Services performed or produced in the performance of this Agreement, or related to the Project, whether in its native electronic form, paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the City. Consultant shall deliver all such documents to the Project Administrator in their native electronic form within thirty (30) days of completion of the Services (or within thirty (30) days of expiration or earlier termination of this Agreement as the case may be). However, the City may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the City Manager in advance and in writing, In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the City Manager. The Consultant shall warrant to the City that it has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

9.2 The Consultant is permitted to reproduce copyrighted material described above subject to prior written approval of the City Manager.

9.3 At the City's option, the Consultant may be authorized, as an Additional Service, to adapt copyrighted material for additional or other work for the City; however, payment to the Consultant for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

9.4 The City shall have the right to modify the Project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

9.5 The Consultant shall bind all Subconsultants to the Agreement requirements for re-use of plans and specifications.

ARTICLE 10. TERMINATION OF AGREEMENT

10.1 TERMINATION FOR LACK OF FUNDS: The City is a governmental entity and is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement. In the event there is a lack of adequate funding either for the Services or the Project (or both), the City may terminate this Agreement without further liability to the City.

10.2 TERMINATION FOR CAUSE: The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Consultant, in the event that the Consultant (1) violates any provision of this Agreement or performs same in bad faith; (2) unreasonably delays the performance of the Services or any portion thereof; or (3) does not perform the Services or any portion thereof in a timely and satisfactory manner. In the case of termination for cause by the City, the Consultant shall first be granted a thirty (30) day cure period (commencing upon receipt of the initial written notice of default from the City).

10.2.1 In the event this Agreement is terminated for cause by the City, the City, at its sole option and discretion, may take over the remaining Services and complete them by contracting with another consultant(s), or otherwise. The Consultant shall be liable to the City for any additional cost(s) incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of the Services, and the cost of completion of such Services had the Agreement not been terminated.

10.2.2 In the event of termination for cause by the City, the City shall only be obligated to pay Consultant for those Services satisfactorily performed and accepted prior to the date of termination (as such date is set forth in, or can be calculated from, the City's initial written default notice). Upon payment of any amount which may be due to Consultant pursuant to this subsection 10.2.2, the City shall have no further liability to Consultant.

10.2.3 As a condition precedent to release of any payment which may be due to Consultant under subsection 10.2.2, the Consultant shall promptly assemble and deliver to the Project Administrator any and all Project documents prepared (or caused to be prepared) by Consultant (including, without limitation, those referenced in subsection 9.1 hereof). The City shall not be responsible for any cost incurred by Consultant for assembly, copy, and/or delivery of Project documents pursuant to this subsection.

10.3 TERMINATION FOR CONVENIENCE: In addition to the City's right to terminate for cause, the City through the City Manager, may also terminate this Agreement, upon fourteen (14) days prior written notice to Consultant, for convenience, without cause, and without penalty, when (in its sole discretion) it deems such termination to be in the best interest of the City. In the event the City terminates the Agreement for convenience, Consultant shall be compensated for all Services satisfactorily performed and accepted up to the termination date (as set forth in the City's written notice), and for Consultant's costs in assembly and delivery to the Project Administrator of the Project documents (referenced in subsection 10.2.3 above). Upon payment of any amount which may be due to Consultant pursuant this subsection 10.3, the City shall have no further liability to Consultant.

10.4 TERMINATION BY CONSULTANT: The Consultant may only terminate this Agreement for cause, upon thirty (30) days prior written notice to the City, in the event that the City willfully

violates any provisions of this Agreement or unreasonably delays payment of the Services or any portion thereof. In the event of a termination for cause by Consultant, the City shall pay Consultant for any Services satisfactorily performed and accepted up to the date of termination; provided, however, that the City shall first be granted a thirty (30) day cure period (commencing upon receipt of Consultant's initial written notice).

10.4.1 The Consultant shall have no right to terminate this Agreement for convenience.

10.5 **IMPLEMENTATION OF TERMINATION:** In the event of termination (whether for cause or for convenience), the Consultant shall immediately, upon receipt of the City's written notice of termination: (1) stop the performance of Services; (2) place no further orders or issue any other subcontracts, except for those which may have already been approved, in writing, by the Project Administrator; (3) terminate all existing orders and subcontracts; and (4) promptly assemble all Project documents (for delivery to the Project Administrator).

ARTICLE 11. INSURANCE

11.1 At all times during the Term of this Agreement, Consultant shall maintain the following required insurance coverage in full force and effect. The Consultant shall not commence any work until satisfactory proof of all required insurance coverage has been furnished to the Project Administrator:

- (a) Workers' Compensation and Employer's Liability per the Statutory limits of the State of Florida.
- (b) Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (d) Professional Liability Insurance in an amount not less than \$2,000,000 with the deductible per claim. Consultant shall notify the Project Administrator, in writing, within thirty (30) days of any claims filed or made against its Professional Liability policy.

11.2 The City must be named as and additional insured on the liability policies; and it must be stated on the certificate.

11.3 The Consultant must give the Project Administrator at least thirty (30) days prior written notice of cancellation or of substantial modifications in any required insurance coverage. All certificates and endorsements shall contain this requirement.

11.4 The insurance must be furnished by an insurance company rated A:V or better, or its equivalent, according to Bests' Guide Rating Book, and by insurance companies duly authorized to do business in the State of Florida, and countersigned by the company's Florida resident agent.

11.5 Consultant shall provide the Project Administrator with a certificate of insurance of all required insurance policies. The City reserves the right to require a certified copy of such policies, upon written request to Consultant.

ARTICLE 12. INDEMNIFICATION AND HOLD HARMLESS

12.1 To the fullest extent permitted by Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

The Consultant shall pay all claims and losses in connection therewith and shall investigate all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit its responsibility to indemnify, keep, and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

12.2 The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor, or other acts of the Consultant, the City in no way assumes or shares any responsibility or liability of the Consultant (including, without limitation its Subconsultants and/or any registered professionals (architects and/or engineers) under this Agreement).

ARTICLE 13. ERRORS AND OMISSIONS

13.1 **ERRORS AND OMISSIONS:** It is specifically agreed that any construction changes categorized by the City as caused by an error, an omission, or any combination thereof in the Contract Documents that were prepared by the Consultant will constitute an additional cost to the City that would not have been incurred without the error. The damages to the City for errors, omissions or any combinations thereof shall be calculated as the total cost of any damages or incremental costs to the City resulting out of the errors or omissions by the Consultant, including, without limitation, the direct, indirect and/or consequential damages resulting from the Consultant's errors and/or omissions or any combination thereof.

Damages shall include delay damages caused by the error, omission, or any combination thereof. Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal this determination, in writing, to the applicable Assistant City Manager. The Project Administrator's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Project Administrator, the Consultant shall present any such objections, in writing, to the City Manager. The Project Administrator and the Consultant shall abide by the decision of the City Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction after the above administrative remedies have been exhausted.

ARTICLE 14. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the total amount of compensation/fees due to Consultant for all Services under this Agreement, less any amount(s) actually paid by City to the Consultant hereunder. Consultant hereby expresses its willingness to enter into this Agreement, with Consultant’s recovery from the City for any damages for action for breach of contract to be limited to the total amount of compensation/fees due to Consultant for all Services under this Agreement, less any amount(s) actually paid by City to the Consultant hereunder.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for money damages due to an alleged breach by the City of this Agreement, in an amount in excess of the total amount of compensation/fees due to Consultant for all Services under this Agreement, which amount shall be reduced by any amount(s) actually paid by the City to Consultant hereunder.

Nothing contained in this subsection, or elsewhere in this Agreement, is in any way intended to be a waiver of the limitation placed upon City’s liability, as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NOTICE

All written notices given to City by Consultant shall be addressed to:

City Manager’s Office
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Jimmy L. Morales, City Manager

With a copy to:
City Manager’s Office
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Eric T. Carpenter, Assistant City Manager

All written notices given to the Consultant from the City shall be addressed to:

XXXXXXXXXXXXXXXXXX

All notices mailed to either party shall be deemed to be sufficiently transmitted if sent by certified mail, return receipt requested.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 **VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of

conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, in federal court. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

16.2 EQUAL OPPORTUNITY EMPLOYMENT GOALS: Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age.

16.3 PUBLIC ENTITY CRIMES ACT: In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a consultant, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not bid on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or subconsultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. For violation of this subsection by Consultant, City shall have the right to terminate the Agreement without any liability to City, and pursue debarment of Consultant

16.4 NO CONTINGENT FEE: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, 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 subsection, City shall have the right to terminate the Agreement, without any liability or, at its discretion, to deduct from the contract price (or otherwise recover) the full amount of such fee, commission, percentage, gift, or consideration.

16.5 LAWS AND REGULATIONS:

16.5.1 The Consultant shall, during the Term of this Agreement, be governed by all Applicable Laws which may have a bearing on the Services involved in the Project.

16.5.2 Project Documents. In accordance with Section 119.07 (3) (ee), Florida Statutes, entitled "Inspection, Examination, and Duplication of Records; Exemptions," all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of Section 119.07(1), Florida Statutes (inspection and copying of public records), and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior written approval from the City Manager, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or

upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

- 16.5.2.1 In addition to the requirements in this subsection 16.5.2, the Consultant agrees to abide by all applicable Federal, State, and City procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to, each employee of Consultant and Subconsultants that will be involved in the Project being required to sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the City Manager, in writing.
- 16.5.2.2 The Consultant and its Subconsultants agree in writing that the Project documents are to be kept and maintained in a secure location.
- 16.5.2.3 Each set of the Project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
- 16.5.2.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

16.6 CORRECTIONS TO CONTRACT DOCUMENTS: The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Contract Documents prepared by Consultant, including documents prepared by its Subconsultants. Compliance with this subsection shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

16.7 ASSIGNMENT: The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part, without the prior written consent of the City Commission, which consent, if given at all, shall be at the Commission's sole option and discretion. However, the Consultant will be permitted to cause portions of the Services to be performed by Subconsultants, subject to the prior written approval of the City Manager.

16.8 SUCCESSORS AND ASSIGNS: The Consultant and the City each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the City (through the City Commission) the opportunity to approve or reject all proposed assignees, successors or other changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

16.9 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, Subconsultants, and other purchased services, etc., as necessary to complete said Services.

16.10 INTENT OF AGREEMENT:

16.10.1 The intent of the Agreement is for the Consultant to provide design and other services, and to include all necessary items for the proper completion of such services for a fully functional Project which, when constructed in accordance with the design, will be able to be used by the City for its intended purpose. The Consultant shall perform, as Basic Services, such incidental work which may not be specifically referenced, as necessary to complete the Project.

16.10.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

16.10.3 No acceptance, order, payment, or certificate of or by the City, or its employees or agents, shall either stop the City from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the City or of any rights to damages herein provided.

16.11 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless memorialized in written document approval and executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their names by their duly authorized officers and principals, attested by their respective witnesses and City Clerk on the day and year first hereinabove written.

Attest

CITY OF MIAMI BEACH:

CITY CLERK

MAYOR

Attest

XXXXXXXXXXXXXXXXXXXXXX

Signature/Secretary

Signature/President

Print Name

Print Name

DRAFT

SCHEDULE A – SCOPE OF SERVICES

DRAFT

SCHEDULE A-1

CONSULTANT SERVICE ORDER FOR ADDITIONAL SERVICES

Service Order No. ___ for Additional Services.

TO: _____

PROJECT NAME: Project Name

DATE: _____

SCOPE OF ADDITIONAL SERVICES:

Per attached proposal dated _____, to be considered part of this Agreement.

Estimated calendar days to complete this work: _____ Days

Original Service Order Amount: \$ _____

Total From Previous Additional Service Orders: \$ _____

Fee for this Service Order is Lump Sum/Not to Exceed amount of: \$ _____

Total Agreement to Date: \$ _____

City's Project Coordinator/Manager Date

Assistant Director Date

Project Administrator-Director Date

Consultant. Date

SCHEDULE B

**CONSULTANT COMPENSATION
Schedule of Payments**

Planning Services *	\$XXXXXXXX
Design Services*	\$XXXXXXXX
Bidding and Award Services	\$XXXXXXXX
Construction Administration **	\$XXXXXXXX
Reimbursable Allowance***	\$XXXXXXXX

Note*: These services will be paid lump sum based on percentage complete of each phase as identified in the individual tasks.

Note:** Construction Administration will be paid on a monthly basis upon commencement of construction.

In the event that, through no fault of the Consultant, Construction Administration services are required to be extended, which extension shall be subject to prior City approval, and what shall be at the City's sole discretion, the Consultant agrees to extend said services for **\$XXXXXX**, per month, for the duration required to complete the Project.

Note*:** The Reimbursable Allowance belongs to the City and must be approved in writing, in advance, by the Project Administrator. Unused portions will not be paid to the Consultant.

SCHEDULE C

HOURLY BILLING RATE SCHEDULE

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**SCHEDULE D
CONSTRUCTION COST BUDGET**

The City's Construction Cost Budget is \$5 million.

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SCHEDULE E

PROJECT SCHEDULE

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ATTACHMENT A

RESOLUTION, COMMISSION ITEM, AND COMMISSION MEMORANDUM

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ATTACHMENT B

REQUEST FOR QUALIFICATIONS (RFQ)

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ATTACHMENT C

CONSULTANT'S RESPONSE TO THE RFQ

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