

TABLE OF CONTENTS

SOLICITATION SECTIONS:

0100	INSTRUCTIONS TO PROPOSERS
0200	GENERAL CONDITIONS
0300	PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT
0400	PROPOSAL EVALUATION

APPENDICES:

APPENDIX A	PROPOSAL CERTIFICATION and QUESTIONNAIRE
APPENDIX B	“NO BID” FORM
APPENDIX C	SPECIAL CONDITIONS
APPENDIX D	SAMPLE CONTRACT
APPENDIX E	STANDARD FORM 330

SECTION 0100**INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

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 *BidSync* (www.bidsync.com) are advised that the City utilizes *BidSync* (www.bidsync.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 *BidSync* must register immediately with *BidSync* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE. Lummus Park is a 74-acre urban park located between Ocean Drive and the Atlantic Ocean, and between 5th Street and 15th Street. The historic Art Deco District in South Beach serves as the backdrop for this landmark. The park is popular with residents, tourists, and eventgoers. Lummus Park features large passive areas, playground, public restrooms, paved paths, sand volleyball courts, a fitness area, and Muscle Beach. Activity is constant providing a unique set of operational challenges. The park hosts dozens of diverse events every year, ranging from concerts, filming, sporting events, art displays, festivals, etc., making it one of the most popular destinations in Miami Beach.

On November 6, 2018, Miami Beach residents approved a ballot measure, which authorized the issuance of a general obligation bond (G.O. Bond) to revitalize Lummus Park. A total of \$4.737 million of general obligation bonds were issued to fund the project, including but not limited to the design, permitting, and construction. Improvements to Lummus Park include landscaping beautification and new trees; a new crushed-shell walkway with wayfinding signage; and the expansion and upgrade of the park irrigation system to include wireless connectivity, rain sensors, and flow meters.

The City seeks to develop and design a master plan for Lummus Park that provides a cohesive long-term vision that addresses the immediate needs identified in the general obligation bond project description and additional enhancements to be developed during visioning process with residents, administration, elected officials, and other stakeholders. Different options for implementation and funding will be developed during this process.

The purpose of this RFQ is to obtain qualifications from architectural and engineering firms with the capability and experience to provide Architectural & Engineering services for master site planning, design, construction documents, bid, award, and construction administration services for improvements to Lummus Park.

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

3. STATEMENT OF WORK REQUIRED. The guiding principle is to preserve the historic character of the park while improving spaces and modernizing infrastructure to accommodate the current and future needs of residents, City operations, and special events while highlighting the City’s position as a leader in resiliency and environmental sustainability efforts.

The specific goals of the project include:

- 1) Development of a master plan that implements the requirements of the G.O. Bond program and delivers a roadmap for future improvements to the facility. The awarded firm will develop three (3) site plans tailored to different price points established by the City.

- 2) The master plan, as well as any subsequent design or construction documents, shall incorporate the following:
 - a. Improvements incorporating best management practices for landscaping by using the Florida-Friendly Landscaping Guide to Plant Selection and Landscape Design. (City of Miami Beach Ordinance No. 2016-3993)
 - b. Creative landscaping improvements to create durable, low maintenance spaces capable of withstanding heavy foot traffic. Using design and materials to improve pedestrian flow.
 - c. Constructing new walkways and wayfinding signage to improve pedestrian flow throughout the park using materials consistent with existing materials on-site such as crushed shell.
 - d. Addition of new trees to enhance tree canopy to provide shade to leisure areas while highlighting local flora and fauna.
 - e. Complete renovation of the park irrigation system to improve coverage. Using the latest water management technology and design methods to minimize water use. This includes wireless connectivity, water management software, rain sensors, flow meters, and site weather conditions. Incorporating a design that allows for customization, selective irrigation, and reducing watering duration.
 - f. Improving park infrastructure to accommodate large events including, but not limited to, staging, electrical, hardscape, and sanitation support.
 - g. Hardscape improvements to minimize the impact of events on landscaping conditions.
 - h. Hardscape and infrastructure improvements to activate key entry points in north, central, and south sections of the park to be used as gathering spaces for community activities, arts, culture, and leisure.
 - i. Addition of recognizable public art installation that engages passersby and becomes synonymous with Miami Beach.
 - j. Accommodating passive and active programming harmoniously throughout the year. Increase functionality by making programming alternations to minimize disruption to recreational amenities during the setup and breakdown of events. This includes creating an alternative and/or additional site for sand volleyball courts.
 - k. Develop site plan for additional playgrounds/kid zones and replacement of existing playground featuring signature elements.
 - l. Enhancing park electrical infrastructure for holiday and year-round lighting displays.
- 3) Provide recommendations for future project to upgrade lighting system with “sea turtle friendly” lighting options consistent with City of Miami Beach Ordinance 2006-3525 and Florida Administrative Code – Model Lighting Ordinance for Marine Turtle Protection and Florida Fish and Wildlife Conservation Commission Turtle Nesting Provisions. All new lighting systems must also adhere by these standards.
- 4) Compliance with the following Ordinances: Art in Public Places (AiPP) Ordinance (Ordinance No. 95-2985), Sustainability and Resiliency Ordinance No. 2016-3993, Urban Heat Island Ordinance, Ordinance No. 2019-4252, Resolution 2017-29748: A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Incorporating Best Management Practices for Landscaping by Including the Use of the Florida-Friendly Landscaping Guide to Plant Selection and Landscape Design When Redeveloping City Parks and City-Owned Land, Sea Turtle Ordinance 2006-3525, and Florida Administrative Code – Model Lighting Ordinance for Marine Turtle Protection and Florida Fish and Wildlife Conservation Commission Turtle Nesting Provisions.
- 5) Work with various City departments to ensure needs are met with proposed changes.

The selected consultant shall reference and include best design practices to address future sea-level rise, the City's storm water management program, and the City's strategy to increase resiliency through the use of blue and green infrastructure.

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

RFQ Issued	March 20, 2020
Pre-Proposal Meeting	March 31, 2020 at 10:00 a.m. ET

Deadline for Receipt of Questions	April 13, 2020 at 5:00 p.m. ET
Responses Due	May 4, 2020 at 3:00 p.m. ET
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

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

Procurement Contact:
Natalia Delgado

Telephone:
305-673-7000 x26263

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 0100-4. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

6. 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- 877-873-8018 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 6312925

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.

7. 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 *BidSync*. Any prospective proposer who has received this RFQ by any means other than through *BidSync* must register immediately with *BidSync* 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.

8. 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

9. 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).

10. 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.

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).

12. DETERMINATION OF AWARD. The final ranking results of the 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.

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.

13. 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.

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 *BidSync*.

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 supplied 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-1.

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 Qualifications Requirements
1.1 Table of Contents. The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review.	
1.2 Proposal Certification Form (Appendix A-1). Failure to submit the Proposal Certification Form fully executed with the Proposal shall result in Proposal being <u>deemed non-responsive</u> .	
1.3 Questionnaire & Requirements Affidavit (Appendix A-2).	

TAB 2	Experience and Qualifications of the Proposing Firm
2.1 Qualifications of Proposing Firm. Utilizing the enclosed Standard Form 330 (Appendix E) – Architect Engineer Qualifications, 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 a park master plan in the last five (5) years; ▪ park construction project(s) of a \$2 million dollar minimum; ▪ projects that required experience with Florida Administrative Code – Model Lighting Ordinance for Marine Turtle Protection and the Florida Fish and Wildlife Conservation Commission Turtle Nesting Provisions.	

TAB 3

Experience and 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.

3.1.1 Project Experience. Utilizing the enclosed Standard Form 330 (Appendix E) – Architect Engineer Qualifications, submit detailed information regarding the relevant experience and proven track record of each team member 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 a park master plan in the last five (5) years;
- park construction project(s) of a \$2 million dollar minimum;
- projects that required experience with Florida Administrative Code – Model Lighting Ordinance for Marine Turtle Protection and the Florida Fish and Wildlife Conservation Commission Turtle Nesting Provisions.

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

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:

- renovation of a park irrigation system,
- landscaping improvements including selection and design process,
- park infrastructure improvements to accommodate large events including, but not limited to, staging, electrical, hardscape, and sanitation support,
- hardscape improvements to activate key areas for community activities, arts, culture, and leisure,
- hardscape and wayfinding improvements to improve pedestrian flow,
- designing multi-purpose spaces for a wide array of activities including active and passive uses,
- design process considering phasing design and construction around special events,
- development of playground(s) and social spaces,
- designing a master plan for a park with a historic preservation component, and
- enhancing park electrical infrastructure.

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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. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions. 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.

Qualitative Criteria	Maximum Points
Prime Proposer's Experience and Qualifications	40
Proposing Team Experience and Qualifications	30
Approach and Methodology	30
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 points, to be added by City staff, as follows.

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><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></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	Qualitative Points	82	74	80
	Quantitative Points	10	5	0
	Total	92	79	80
	Rank	1	3	2
Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	10	5	0
	Total	92	90	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	10	5	0
	Total	100	79	66
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the Evaluation Committee process do not represent an award recommendation. The City Manager will utilize the results of the committee process, as well as any other information he deems appropriate to develop his award recommendation to the City Commission, which may differ from the Evaluation Committee process ranking.

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APPENDIX A

MIAMI BEACH

Proposal Certification and Questionnaire & Requirements Affidavit

2020-119-ND
ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR LUMMUS PARK
MASTER PLAN

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: 2020-119-ND	Solicitation Title: ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR LUMMUS PARK MASTER PLAN	
Procurement Contact: Natalia Delgado	Tel: 305-673-7000 x26263	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 (LCPTTracker.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, BidSync.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

2020-119-ND ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR LUMMUS PARK MASTER PLAN

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 **#2020-119-ND**

1755 MERIDIAN AVENUE, 3rd FLOOR

MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Special Conditions

2020-119-ND
ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR LUMMUS PARK
MASTER PLAN

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

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.
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

2020-119-ND
ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR LUMMUS PARK
MASTER PLAN

**BY VIRTUE OF SUBMITTING A PROPOSAL THE FIRM HEREBY TAKES NO EXCEPTIONS TO
THE TERM AND CONDITIONS NOTED IN THIS SAMPLE CONTRACT**

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 -
_____ 2020-119-ND**

RESOLUTION NO. 2020-xxxxxx

TABLE OF CONTENTS

DESCRIPTION	PAGE
ARTICLE 1. DEFINITIONS	4
ARTICLE 2. BASIC SERVICES	9
ARTICLE 3. THE CITY'S RESPONSIBILITIES	14
ARTICLE 4. RESPONSIBILITY FOR CONSTRUCTION COST	16
ARTICLE 5. ADDITIONAL SERVICES.....	18
ARTICLE 6. REIMBURSABLE EXPENSES	19
ARTICLE 7. COMPENSATION FOR SERVICES.....	20
ARTICLE 8. CONSULTANT'S ACCOUNTING AND OTHER RECORDS.....	21
ARTICLE 9. OWNERSHIP OF PROJECT DOCUMENTS.....	21
ARTICLE 10. TERMINATION OF AGREEMENT	22
ARTICLE 11. INSURANCE	23
ARTICLE 12. INDEMNIFICATION AND HOLD HARMLESS.....	24
ARTICLE 13. ERRORS AND OMISSIONS	24
ARTICLE 14. LIMITATION OF LIABILITY	25
ARTICLE 15. NOTICE	25
ARTICLE 16. MISCELLANEOUS PROVISIONS.....	25

SCHEDULES:

SCHEDULE A – SCOPE OF SERVICES30

[SCHEDULE A-1 - CONSULTANT SERVICE ORDER \(ADDITIONAL SERVICES\)](#)

SCHEDULE B - COMPENSATION32

SCHEDULE C – HOURLY RATE SCHEDULE.....33

[SCHEDULE D - CONSTRUCTION COST BUDGET](#)

[SCHEDULE E - PROJECT SCHEDULE](#)

ATTACHMENTS:

ATTACHMENT A – Resolution, Commission Item, Commission Memorandum

ATTACHMENT B - RFQ37

ATTACHMENT C – Consultant’s Response to the RFQ

AGREEMENT

BETWEEN THE CITY OF MIAMI BEACH

AND

FOR

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR

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. 2020-119-ND (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. 2020-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 administering 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

XXXXXXXXXXXXXXXXXXXXX

Signature/Secretary

Signature/President

Print Name

Print Name

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

DRAFT

SCHEDULE D
CONSTRUCTION COST BUDGET

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

DRAFT

SCHEDULE E

PROJECT SCHEDULE

DRAFT

ATTACHMENT A

RESOLUTION, COMMISSION ITEM, AND COMMISSION MEMORANDUM

DRAFT

ATTACHMENT B

REQUEST FOR QUALIFICATIONS (RFQ)

DRAFT

ATTACHMENT C

CONSULTANT'S RESPONSE TO THE RFQ

DRAFT

APPENDIX E

MIAMI BEACH

STANDARD FORM 330

2020-119-ND
ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR LUMMUS PARK
MASTER PLAN

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

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities		
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					☐ CHECK IF BRANCH OFFICE		
b.					☐ CHECK IF BRANCH OFFICE		
c.					☐ CHECK IF BRANCH OFFICE		
d.					☐ CHECK IF BRANCH OFFICE		
e.					☐ CHECK IF BRANCH OFFICE		
f.					☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

STANDARD FORM 330 (REV. 8/2016) PAGE 6