



**CITY OF MIAMI
DEPARTMENT OF CAPITAL IMPROVEMENTS
PROFESSIONAL SERVICES AGREEMENT**

Service Category Miscellaneous (TBD) Services
Contract Type Continuing Services for Miscellaneous Projects
Project (if applicable) N/A
CONSULTANT TBD

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	45
ARTICLE 2	GENERAL CONDITIONS	56
2.01	TERM	56
2.02	OPTION TO EXTEND	56
2.03	SCOPE OF SERVICES	56
2.04	COMPENSATION	56
ARTICLE 3	PERFORMANCE	56
3.01	PERFORMANCE AND DELEGATION	56
3.02	REMOVAL OF UNSATISFACTORY PERSONNEL	56
3.03	CONSULTANT KEY STAFF	56
3.04	TIME FOR PERFORMANCE	67
ARTICLE 4	SUBCONSULTANTS	67
4.01	GENERAL	67
4.02	SUB-CONSULTANT RELATIONSHIPS	67
4.03	CHANGES TO SUBCONSULTANTS	67
ARTICLE 5	DEFAULT	67
5.01	GENERAL	67
5.02	CONDITIONS OF DEFAULT	67
5.03	TIME TO CURE DEFAULT; FORCE MAJEURE	68
ARTICLE 6	TERMINATION OF AGREEMENT	78
6.01	CITY'S RIGHT TO TERMINATE	78
6.02	CONSULTANT'S RIGHT TO TERMINATE	78
6.03	TERMINATION DUE TO UNDISCLOSED LOBBYIST OR AGENT	78
ARTICLE 7	DOCUMENTS AND RECORDS	78
7.01	OWNERSHIP OF DOCUMENTS	78
7.02	DELIVERY UPON REQUEST OR CANCELLATION	78
7.03	RE-USE BY CITY	79
7.04	NONDISCLOSURE	79
7.05	MAINTENANCE OF RECORDS	89
ARTICLE 8	INDEMNIFICATION	89
ARTICLE 9	INSURANCE	89
9.01	COMPANIES PROVIDING COVERAGE	89
9.02	VERIFICATION OF INSURANCE COVERAGE	89
9.03	FORMS OF COVERAGE	89
9.03-2	Professional Liability Insurance	810
9.03-3	Worker's Compensation Insurance	910
9.03-4	Sub-Consultant Compliance	910
9.04	MODIFICATIONS TO COVERAGE	910
ARTICLE 10	MISCELLANEOUS	910
10.01	AUDIT RIGHTS	910
10.02	ENTIRE AGREEMENT	910
10.03	SUCCESSORS AND ASSIGNS	910
10.04	TRUTH-IN-NEGOTIATION CERTIFICATE	910
10.05	APPLICABLE LAW AND VENUE OF LITIGATION	911
10.06	NOTICES	911
10.07	INTERPRETATION	1011

TABLE OF CONTENTS (CONTINUED)

10.08	JOINT PREPARATION.....	1011
10.09	PRIORITY OF PROVISIONS.....	1011
10.10	MEDIATION - WAIVER OF JURY TRIAL.....	1011
10.11	TIME.....	1012
10.12	COMPLIANCE WITH LAWS.....	1012
10.12-1	Non-Discrimination.....	1012
10.13	NO PARTNERSHIP.....	1112
10.14	DISCRETION OF DIRECTOR.....	1112
10.15	RESOLUTION OF CONTRACT DISPUTES:.....	1112
10.16	INDEPENDENT CONTRACTOR:.....	1113
10.17	CONTINGENCY CLAUSE	13
10.18	NO-THIRD PARTY BENEFIR	13
10.19	PERFORMANCE EVALUATION	13
10.20	PROJECT ASSIGNMENT	13
ATTACHMENT A - SCOPE OF WORK.....		1617
ARTICLE A1 GENERAL.....		1617
A1.01	WORK ORDERS.....	1617
A1.02	SCOPE OF SERVICES.....	1718
A1.03	NON EXCLUSIVE RIGHT.....	1718
A1.04	PAYMENTS.....	1718
ARTICLE A2 MISCELLANEOUS CIVIL ENGINEERING SERVICES.....		1718
SCHEDULE A1. - SUBCONSULTANTS.....		2728
SCHEDULE A2. – KEY STAFF.....		2829
SCHEDULE A3 - RESERVED.....		2930
ATTACHMENT B - COMPENSATION AND PAYMENTS.....		1
ARTICLE B1 METHOD OF COMPENSATION.....		1
B1.01	COMPENSATION LIMITS.....	1
B1.02	CONSULTANT NOT TO EXCEED.....	1
ARTICLE B2 WAGE RATES.....		2
B2.01	FEE BASIS.....	2
B2.02	EMPLOYEES AND JOB CLASSIFICATIONS.....	2
B2.03	MULTIPLIER.....	2
B2.04	CALCULATION.....	2
B2.05	EMPLOYEE BENEFITS AND OVERHEAD.....	2
B2.06	ESCALATION.....	2
ARTICLE B3 COMPUTATION OF FEES AND COMPENSATION.....		3
B3.01	LUMP SUM.....	3
B3.02	HOURLY RATE FEES.....	3
B3.03	PERCENTAGE OF CONSTRUCTION COST.....	3
B3.04	REIMBURSABLE EXPENSES.....	3
B3.05	FEES FOR ADDITIVE or DEDUCTIVE ALTERNATES.....	3
B3.06	FEES for ADDITIONAL SERVICES.....	3
B3.07	PAYMENT EXCLUSIONS.....	3
B3.08	FEES RESULTING FROM PROJECT SUSPENSION.....	3
ARTICLE B4 PAYMENTS TO THE CONSULTANT.....		4
B4.01	PAYMENTS GENERALLY.....	4
B4.02	FOR COMPREHENSIVE BASIC SERVICES.....	34
B4.03	BILLING – HOURLY RATE.....	34
B4.04	PAYMENT FOR ADDITIONAL SERVICES & REIMBURSABLE EXPENSES.....	4
B4.05	DEDUCTIONS.....	4
ARTICLE B5 REIMBURSABLE EXPENSES:.....		5
B5.01	GENERAL.....	5
B5.02	REIMBURSEMENTS TO SUB-CONSULTANTS.....	45
ARTICLE B6 COMPENSATION FOR REUSE OF PLANS AND SPECIFICATIONS.....		6
B6.01	GENERAL.....	6
SCHEDULE B1 - WAGE RATES SUMMARY.....		6



**CITY OF MIAMI
DEPARTMENT OF CAPITAL IMPROVEMENTS
PROFESSIONAL SERVICES AGREEMENT**

Service Category	Miscellaneous (_____) Services RFQ No.
Contract Type	Continuing Services for Miscellaneous Projects
Project (if applicable)	_____
CONSULTANT	_____
Consultant Office Location	_____
City Authorization	Ordinance No. 12349

THIS AGREEMENT made this ____ day of _____ in the year 2008 by and between THE CITY OF MIAMI, FLORIDA, a Municipal Corporation of the State of Florida, hereinafter called the "CITY," and (TBD), a for profit Corporation, of the State of Florida, hereinafter called the "CONSULTANT."

RECITAL

A. The City issued a Request for Qualifications ("RFQ") No. on for the provision of Miscellaneous_____ Services on a continuing basis for miscellaneous projects ("Services") and CONSULTANT's proposal ("Proposal"), in response thereto, was selected as one of the most qualified for the provision of said Services. The RFQ and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents, and are by this reference expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the City, through action of the City Manager and/or the City Commission, as applicable, has selected the CONSULTANT in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act), and the applicable provisions of the City Procurement Ordinance, to provide the professional services as described herein.

WITNESSETH, that the CITY and the CONSULTANT, for the considerations herein set forth, agree as follows:

ARTICLE 1 DEFINITIONS

1.1 ADDITIONAL SERVICES: Any Work defined as such in a Work Order, secured in compliance with Florida Statutes and City Code.

1.2 ATTACHMENTS: The Attachments to this Agreement are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

1.3 BASE FEE: The amount of compensation mutually agreed upon for the completion of Basic Services.

1.4 BASIC SERVICES: Those services designated as such in a Work Order.

1.5 CITY COMMISSION: The legislative body of the City of Miami.

1.6 CITY MANAGER: The duly appointed chief administrative officer of the City of Miami.

1.7 CITY OR OWNER: The City of Miami, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, City's performance is pursuant to City's position as the OWNER of the project. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to City as a party to this contract. The City of Miami shall be referred to herein as "OWNER" or "CITY". For the purposes of this Agreement, "CITY" without modification shall mean the CITY MANAGER.

1.8 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, or engineers, which has entered into the Agreement to provide professional services to the CITY.

1.9 CONTRACTOR: An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the CITY for construction of City facilities and incidentals thereto.

1.10 DIRECTOR: The Director of the City Department designated herein who has the authority and responsibility for managing the specific project or projects covered under this Agreement. Unless otherwise specified herein or in a Work Order, for the purpose of this Agreement, the Director is the top

administrator of the Department of Capital Improvements Program or designee. The Director may designate in writing CIP staff authorized to act on his/her behalf.

1.11 INSPECTOR: An employee of the City or of a consulting firm hired by the City and assigned by the CITY to make observations of Work performed by a Contractor.

1.12 NOTICE TO PROCEED: A written letter or directive issued by the Director or Project Manager notifying the CONSULTANT that a WORK ORDER PROPOSAL has been accepted and a Work Order approved for a Project and directing CONSULTANT may begin work on a Project or a specific task of a Project as contained in the approved WORK ORDER Proposal.

1.13 PROJECT MANAGER: An employee or representative of the CITY assigned by the Director to manage and monitor Work to be performed under this Agreement and the construction of a project as a direct representative of the CITY.

1.14 PROJECT: The construction, alteration and/or repair, and all services and incidentals thereto, of a City facility as contemplated and budgeted by the CITY. The PROJECT or PROJECTS shall be further defined in the SCOPE OF SERVICES and/or Work Order issued pursuant to this Agreement.

1.15 PROFESSIONAL SERVICES: Those services within the scope of the practice of architecture, professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as "architectural/engineering services" or "professional services", as applicable, which are within this definition.

1.16 RISK ADMINISTRATOR: The City's Risk Management Administrator, or designee, or the individual named by the City Manager to administer matters relating to insurance and risk of loss for the City.

1.17 SCOPE OF WORK: A comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project or an assignment with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.

1.18 SUBCONSULTANT: A person or organization of properly registered professional architects, engineers, registered surveyor or mapper,

and/or other professional specialty that has entered into a written agreement with the CONSULTANT to furnish specified professional services for a Project or task.

1.19 WAGE RATES: The effective direct expense to CONSULTANT and/or SUB-CONSULTANT, on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

1.20 WORK ORDER: A document internal to the City authorizing the performance of specific PROFESSIONAL SERVICES for a defined PROJECT or PROJECTS.

1.21 WORK ORDER PROPOSAL: A document prepared by the CONSULTANT, at the request of the CITY for SERVICES to be provided by the CONSULTANT on a specific PROJECT.

1.22 WORK or SERVICES: also known as the Scope of Work, the task(s) identified in a Work Order.

ARTICLE 2 GENERAL CONDITIONS

2.1 TERM:

The term of this Agreement shall be for two (2) year(s) commencing on the effective date hereof. This specified term is intended for administrative and budget control purposes and is not to be considered or interpreted as a time limitation.

2.2 OPTION TO EXTEND:

The CITY, by action of the CITY MANAGER, shall have the option to extend the term for 2 additional period(s) of one (1) year(s) each, subject to continued satisfactory performance as determined by the Director, and to the availability and appropriation of funds. City Commission authorization of this Agreement includes delegation of authority to the CITY MANAGER to administratively approve said extensions provided that the compensation limits set forth in 2.04 are not exceeded.

2.3 SCOPE OF SERVICES

CONSULTANT agrees to provide the Services as specifically described and under the special terms and conditions set forth in Attachment "A" hereto, which by this reference is incorporated into and made a part of this Agreement.

2.4 COMPENSATION

2.4.1 Compensation Limits

The amount of compensation payable by the CITY to CONSULTANT will shall generally be a lump sum or not to exceed fee, based on the rates and schedules established in **Attachment B** hereto, which by this reference is incorporated into this Agreement;

provided, however, that in no event shall the amount of compensation exceed _____ dollars (\$ _____) in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the CITY COMMISSION and put into effect by written amendment to this Agreement. The City may, at its sole discretion use other compensation methodologies.

2.4.2 Payments

Unless otherwise specifically provided in **Attachment B**, payment shall be made within thirty (30) days after receipt of CONSULTANT'S invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. If CONSULTANT is entitled to reimbursement of travel expenses, then all bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. Consultant shall utilize Attachment "C" for the submission of invoices.

ARTICLE 3 PERFORMANCE

3.1 PERFORMANCE AND DELEGATION

The services to be performed hereunder shall be performed by the CONSULTANT's own staff, unless otherwise provided in this Agreement, or approved, in writing by the CITY. Said approval shall not be construed as constituting an agreement between the CITY and said other person or firm.

3.2 REMOVAL OF UNSATISFACTORY PERSONNEL

DIRECTOR or designee may make written request to CONSULTANT for the prompt removal and replacement of any personnel employed or retained by the CONSULTANT, or any Sub-CONSULTANTS or subcontractors, or any personnel of any such Sub-CONSULTANTS or subcontractors engaged by the CONSULTANT to provide and perform services or Work pursuant to the requirements of this Agreement. The CONSULTANT shall respond to CITY within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by CONSULTANT. Such request shall solely relate to said employees work under this Agreement.

3.3 CONSULTANT KEY STAFF

The parties acknowledge that CONSULTANT was selected by CITY, in part, on the basis of qualifications of particular staff identified in CONSULTANT's response to CITY's solicitation, hereinafter referred to as "Key Staff". CONSULTANT shall ensure that Key Staff are available for Work hereunder as long as said Key

Staff is in CONSULTANT's employ. CONSULTANT will obtain prior written acceptance of Director or designee to change Key Staff. CONSULTANT shall provide Director, or designee with such information as necessary to determine the suitability of proposed new Key Staff. Director will act reasonably in evaluating Key Staff qualifications. Such acceptance shall not constitute any responsibility or liability for the individual's ability to perform.

3.4 TIME FOR PERFORMANCE

The CONSULTANT agrees to start all Work hereunder upon receipt of an Notice to Proceed issued by the DIRECTOR and to complete each assignment, task or phase within the time stipulated in the Notice to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various assignments, tasks or phases may be granted by the CITY should there be a delay on the part of the CITY in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the CONSULTANT for extra compensation.

ARTICLE 4 SUBCONSULTANTS

4.1 GENERAL

4.1.1 A SUB-CONSULTANT, as defined in Article 1.18 is a firm that was identified as part of the consulting team in the competitive selection process by which CONSULTANT was chosen to perform the services under this Agreement, and as such, is identified and listed in Schedule A1 attached hereto and incorporated by reference.

4.1.2 A Specialty SUB-CONSULTANT is a person or organization that has, with the consent of the DIRECTOR, entered into a written agreement with the CONSULTANT to furnish unique and/or specialized professional services necessary for a project or task described under Additional Services. Such Specialty Sub-Consultant shall be in addition to those identified in Schedule A1.

4.2 SUB-CONSULTANT RELATIONSHIPS

4.2.1 All services provided by the SUBCONSULTANTS shall be performed pursuant to appropriate written agreements between the CONSULTANT and the SUB-CONSULTANTS, which shall contain provisions that preserve and protect the rights of the CITY under this Agreement, including but not limited to their indemnification of the City.

4.2.2 Nothing contained in this Agreement shall create any contractual or business relationship between the CITY and the SUBCONSULTANTS. The CONSULTANT acknowledges that SUBCONSULTANTS are

entirely under his direction, control, supervision, retention and/or discharge.

4.3 CHANGES TO SUBCONSULTANTS

The CONSULTANT shall not add or modify change any SUB-CONSULTANT listed in Schedule A1 without prior written approval by the Director or designee, in response to a written request from the CONSULTANT stating the reasons for any proposed substitution.

ARTICLE 5 DEFAULT

5.1 GENERAL

If CONSULTANT fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CONSULTANT shall be in default. Upon the occurrence of a default hereunder the CITY, in addition to all remedies available to it by law, may immediately, upon written notice to CONSULTANT, terminate this Agreement whereupon all payments, advances, or other compensation paid by the CITY to CONSULTANT while CONSULTANT was in default shall be immediately returned to the City. CONSULTANT understands and agrees that termination of this Agreement under this section shall not release CONSULTANT from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, CONSULTANT shall be liable to the City for all expenses incurred by the CITY in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the CITY in the re-procurement of the Services, including consequential and incidental damages. In the event of Default, CITY may also suspend or withhold reimbursements from CONSULTANT until such time as the actions giving rise to default have been cured.

5.2 CONDITIONS OF DEFAULT

A finding of Default and subsequent termination for cause may include, without limitation, any of the following:

5.2.1 CONSULTANT fails to obtain or maintain the insurance or bonding herein required.

5.2.2 CONSULTANT fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the CITY, beyond the specified period allowed to cure such default.

5.2.3 CONSULTANT fails to commence the WORK within the time provided or contemplated herein, or fails to complete the WORK in a timely manner as required by this Agreement and/or stated in a WORK ORDER issued pursuant to this Agreement.

5.3 TIME TO CURE DEFAULT; FORCE MAJEURE

CITY through the Director or designee shall provide written notice to CONSULTANT as to a finding of default, and CONSULTANT shall take all necessary action to cure said default within time stipulated in said notice, after which time the CITY may terminate the Agreement. The CITY at its sole discretion, may allow additional days to perform any required cure if CONSULTANT provides written justification deemed reasonably sufficient.

Should any such failure on the part of CONSULTANT be due to a condition of Force Majeure as that term is interpreted under Florida law, then CITY may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

ARTICLE 6 TERMINATION OF AGREEMENT

6.1 CITY'S RIGHT TO TERMINATE

The CITY, including the Director or designee has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to Work authorized under this Agreement, whether finished or not, must be turned over to the Director or designee. The CONSULTANT shall be paid in accordance with provisions of Attachment B, provided that said documentation is turned over to Director or designee within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by CONSULTANT until all documentation is delivered to the Director or designee.

6.1.1 CONSULTANT shall have no recourse or remedy from a termination made by the CITY except to retain the fees earned and already disbursed as compensation for the WORK that was performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the CITY, its officials or employees.

6.2 CONSULTANT'S RIGHT TO TERMINATE

The CONSULTANT shall have the right to terminate this agreement, in writing, following breach by the City, if breach of contract has not been corrected within sixty (60) days from the date of the City's receipt of a written statement from CONSULTANT specifying its breach of its duties under this agreement.

6.03 TERMINATION DUE TO UNDISCLOSED LOBBYIST OR AGENT

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the 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 provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 7 DOCUMENTS AND RECORDS

7.1 OWNERSHIP OF DOCUMENTS

All tracings, plans, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above shall become the property of the CITY upon payments made to CONSULTANT or termination of the Agreement without restriction or limitation on their use, and will be made available, on request, to CITY at any time during the performance of such services and/or upon completion or termination of this Agreement. CONSULTANT shall not copyright any material and products or patent any invention developed under this Agreement. The CITY shall have the right to visit the site for inspection of the work and the products of CONSULTANT at any time. The CONSULTANT shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the CITY's use and occupancy of the Project

7.2 DELIVERY UPON REQUEST OR CANCELLATION

Failure of the CONSULTANT to promptly deliver all such documents, both hard copy and digital, to the Director or designee within ten (10) days of cancellation, or within ten (10) days of request by the CITY, shall be just cause for the CITY to withhold payment of any fees due CONSULTANT until CONSULTANT delivers all such documents. CONSULTANT shall have no recourse from these requirements.

7.3 RE-USE BY CITY

It is understood that all CONSULTANT agreements and/or Work Orders for new work will include the provision for the re-use of plans and specifications, including construction drawings, at the CITY's sole option, and by virtue of signing this agreement CONSULTANT agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use. The CONSULTANT will not be liable for re-use by the CITY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

7.4 NONDISCLOSURE

To the extent allowed by law, CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without Director or designee's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-CONSULTANTS and subcontractors to comply with the provisions of this paragraph.

7.5 MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by CONSULTANT for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours.

ARTICLE 8 INDEMNIFICATION

The CONSULTANT shall hold harmless, indemnify and defend the CITY, its officials and employees harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the CONSULTANT or the Sub-CONSULTANTS. The CONSULTANT shall pay all claims and losses of any nature whatsoever in

connection therewith and shall defend all project related suits, in the name of the CITY when applicable, and shall pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The CONSULTANT'S obligation under this paragraph shall not be limited in any way by the agreed upon contract price, or the CONSULTANT'S limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the CONSULTANTS, its agents, servants, or representatives.

ARTICLE 9 INSURANCE

The CONSULTANT shall not start Work under this Agreement until the CONSULTANT has obtained all insurance required hereunder and the CITY's Risk Manager has approved such insurance.

9.1 COMPANIES PROVIDING COVERAGE

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Risk Administrator. All companies shall have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

9.2 VERIFICATION OF INSURANCE COVERAGE

The CONSULTANT shall furnish certificates of insurance to the Risk Administrator for review and approval prior to the execution of this Agreement. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the CONSULTANT. CONSULTANT shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONSULTANT shall provide written notice to the City's Department of Risk Management of any ~~material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change, except 10 days for notice of non-payment. CONSULTANT shall furnish a copy of the insurance policy or policies upon request of the Risk Administrator.~~

~~CONSULTANT shall furnish copies of insurance policies pertaining to this Agreement to RISK ADMINISTRATOR within ten (10) days of written request.~~

9.3 FORMS OF COVERAGE

9.3.1 Comprehensive General Liability and Automobile Liability

Coverage shall have minimum limits of at least \$1,000,000 per Occurrence and \$2,000,000 General Aggregate limit for bodily injury and property damage. The certificate must include

Independent Contractors, Products and Completed Operations, coverage for Libel, Slander, Copyright Infringement and other Personal and Advertising Injuries and Contractual Liability. The City of Miami shall be named an additional insured on both of these coverages. Automobile coverage including owned, hired, borrowed or non-owned autos, shall contain a combined single limit of \$1,000,000 for Bodily Injury and Property Damage. **The City of Miami shall be named an additional insured on both of these coverages.**

9.03-2 Professional Liability Insurance

The CONSULTANT shall maintain Professional Liability Insurance ~~n the minimum aggregate limit~~ of at least \$1,000,000 per claim, with a minimum aggregate limit of at least \$1,000,000, ~~including claims for claims~~ filed against the consultant ~~to the extent caused by arising out of~~ services performed by the CONSULTANT, ~~and or any person employed by the CONSULTANT~~ in connection with this Agreement. Coverage must be provided for "tail" exposures for claims filed after policies are no longer in force, but stem from actions when the CONSULTANT was insured. Unless specifically accepted by the Director of Risk Management, the deductible shall not exceed ten percent (10%). This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project by this Agreement.

Worker's Compensation Insurance

The CONSULTANT shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended. The Employer's Liability should reflect limits of at least \$500,000 per accident, \$500,000 per disease for each employee and \$500,000 disease policy limit.

9.3.3 Sub-Consultant Compliance

CONSULTANT shall ensure that all Sub-CONSULTANTS comply with these same insurance requirements.

9.04 MODIFICATIONS TO COVERAGE

The RISK ADMINISTRATOR or his/her authorized designee reserves the right to require reasonable modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Consultant in accordance with §10.6 herein. CONSULTANT shall comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from City accompanied by justification.

ARTICLE 10 MISCELLANEOUS

10.1 AUDIT RIGHTS

The CITY reserves the right to audit the CONSULTANT's accounts during the performance of this Agreement and for three (3) years after final payment under this Agreement. The CONSULTANT agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the CONSULTANT.

10.2 ENTIRE AGREEMENT

This Agreement, as it may be amended from time to time, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

10.3 SUCCESSORS AND ASSIGNS

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the CONSULTANT without the written consent of the CITY, acting by and through its City Commission. It is understood that a sale of the majority of the stock or partnership shares of the CONSULTANT, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City approval.

The CONSULTANT's services are unique in nature and any transference without CITY COMMISSION approval shall be cause for the CITY to cancel this Agreement. The CONSULTANT shall have no recourse from such cancellation. The City may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the City Attorney as a condition precedent to considering approval of an assignment.

The CONSULTANT and the CITY each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

10.4 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the CONSULTANT'S Competitive Negotiation Act, for any Project to be compensated under the Lump Sum method, the CONSULTANT shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the CITY determines the project price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

10.5 APPLICABLE LAW AND VENUE OF LITIGATION

This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this agreement, or arising out of this agreement, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees except in actions arising out of CONSULTANT's duties to indemnify the City under ARTICLE 8 where CONSULTANT shall pay the City's reasonable attorney's fees.

10.6 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For City of Miami:
(TBD)
444 S.W. 2nd Ave., - FI
Miami, Florida 33130

With a copy to:
(TBD)
444 S.W. 2nd Ave., - FI
Miami, Florida 33130

For Consultant:
(TBD)

10.7 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this

Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.8 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the City AND CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.9 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

10.10 MEDIATION - WAIVER OF JURY TRIAL

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the project(s), the parties to this Agreement agree, subject to the provisions in section 10.15, below, that all disputes between them shall be submitted to non-binding mediation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The CONSULTANT agrees to include such similar contract provisions with all SubCONSULTANTS and/or independent contractors and/or CONSULTANTS retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

10.11 TIME

Time is of the essence in this Agreement.

10.12 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions

including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The CONSULTANT represents and warrants that there shall be no unlawful discrimination as provided by law in connection with the performance of this agreement.

10.12.1 Non-Discrimination

CITY warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONSULTANT's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. CONSULTANT further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

10.12.2 OSHA COMPLIANCE

The CONSULTANT warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The CITY reserves the right to refuse CONSULTANT access to CITY property, including project jobsites, if CONSULTANT employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by CONSULTANT.

10.12.3 ADA COMPLIANCE

CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally-the CONSULTANT shall take affirmative steps to-insure nondiscrimination in employment of disabled persons.

10.13 NO PARTNERSHIP

CONSULTANT is an independent contractor. This Agreement does not create a joint venture, partnership or other business enterprise between the parties. The CONSULTANT has no authority to bind the City to any promise, debt, default, or undertaking of the CONSULTANT.

10.14 DISCRETION OF DIRECTOR

Any matter not expressly provided for herein dealing with the CITY or decisions of the CITY shall be within the exercise of the reasonable professional discretion of the Director or the Director's authorized designee.

10.15 RESOLUTION OF CONTRACT DISPUTES:

CONSULTANT understands and agrees that all disputes between it and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner.

The initial step shall be for the CONSULTANT to notify the Project Manager in writing of the dispute and submit a copy to the City of Miami personnel identified in Article 10.06, Notices.

Should the Consultant and the Project Manager fail to resolve the dispute the CONSULTANT shall submit their dispute in writing, with all supporting documentation, to the Assistant Director-Contract, as identified in Article 10.06, Notices. Upon receipt of said notification the Assistant Director-Contracts shall review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Assistant Director-Contracts fail to resolve the dispute the CONSULTANT shall submit their dispute in writing within five calendar days of the issuance of the written finding to the Director., Failure to submit such appeal of the written finding within the stipulated timeframe shall constitute acceptance of the finding by the CONSULTANT. Upon receipt of said notification the Director shall review the issues relative to the dispute and issue a written finding.

CONSULTANT must submit any further appeal in writing within within five calendar days to the City Manager. Failure to submit such appeal of the written finding within the stipulated timeframe shall constitute acceptance of the finding by the CONSULTANT. Appeal to the the City Manager for his/her resolution, is required prior to CONSULTANT being entitled to seek judicial relief in connection therewith. Should the amount of compensation hereunder exceed \$500,000, the City Manager's decision shall be approved or disapproved by the City Commission. CONSULTANT shall not be entitled to seek judicial relief unless:

- (i) it has first received City Manager's written decision, approved by the City Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where City Manager's decision is subject to City Commission approval; or
- (iii) City has waived compliance with the procedure set forth in this section by written instrument(s) signed by the City Manager.

10.16 INDEPENDENT CONTRACTOR:

CONSULTANT has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, CONSULTANT shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees. CONSULTANT further understands that Florida Workers' Compensation benefits available to employees of the City are not available to CONSULTANT, and agrees to provide workers' compensation insurance for any employee or agent of CONSULTANT rendering services to the City under this Agreement.

10.17 CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

10.18 NO THIRD-PARTY BENEFICIARY

No persons other than the Consultant and the City on behalf of the Trust (and their successors and assigns) shall have any rights whatsoever under this Agreement.

10.19 PERFORMANCE EVALUATION

Consultant is hereby advised that during the performance of Work under this Agreement, upon completion of the Project and/or at any other time deemed appropriate by the City a performance evaluation report may be completed by the Trust or the City. The performance evaluations will be kept in City files for use on future solicitations.

10.20 PROJECT ASSIGNMENTS

The Director or designee shall award projects utilizing a work order process. CONSULTANT shall be requested to submit a work order proposal, Attachment "D", that shall be subject to review, negotiation, and approval by the Director or designee. Upon approval of a work order, the Director or designee will issue a Notice-to-Proceed.

IN WITNESS WHEREOF, the parties have executed the Agreement the day and year here written: the _____ day of _____ 2008.

WITNESS/ATTEST

CONSULTANT,
a For profit Corporation of the State of Florida

Signature

Signature

Print Name, Title

ATTEST:

(Corporate Seal)

CONSULTANT Secretary
(Affirm CONSULTANT Seal, if available)

ATTEST:

CITY OF MIAMI, a municipal corporation of the
State of Florida

Priscilla Thompson, City Clerk

Pedro G. Hernandez, P.E., City Manager

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

LeAnn Brehm, Director
Risk Management Department

Julie O. Bru, City Attorney

CERTIFICATE OF AUTHORITY**(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

CERTIFICATE OF AUTHORITY**(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the partnership to execute agreements on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

Names and addresses of partners:

Name	Street Address	City	State	Zip

CERTIFICATE OF AUTHORITY**(IF JOINT VENTURE)**

Joint ventures must submit a joint venture agreement indicating that the person signing this bid is authorized to sign bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

CERTIFICATE OF AUTHORITY**(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Agreement to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ATTACHMENT A - SCOPE OF WORK

ARTICLE A1 GENERAL (sample scope of work)

Miscellaneous Civil Engineering Services shall include, but are not limited to:

- complete planning and design services,
- programming
- preliminary site evaluations and feasibility analysis
- roadway analysis
- drainage and surface water analysis
- stormwater management
- surveying,
- geotechnical,
- feasibility studies,
- options evaluations
- NDPEs permitting,
- public meetings and community outreach, ,
- cost estimates, and opinions of probable construction cost, ,
- review of Work prepared by Sub-Consultants and other consultants,
- field investigations and observations,
- construction contract administration, and
- other related I Services as needed to complete the Work on awarded Projects.

Consultant shall provide comprehensive Civil Engineering services for the Project for which Consultant was selected in accordance with Section 287.055 Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

A1.1 WORK ORDERS

A1.1.1 Selection for Work Order Assignment

Selection of CONSULTANT for individual Work assignments will be made as follows:

- DIRECTOR or designee will identify consultants currently under contract for a particular assignment based on their qualifications and experience relative to the subject Work assignment, and may consider other factors such as current and/or previous City Work Order assignments
- Should negotiations fail, the DIRECTOR will request a Work Order Proposal from another firm, until an agreement can be reached
- Following successful negotiations, the DIRECTOR will issue a Notice to Proceed to CONSULTANT for the Work

A1.1.2 Procedure

When a specific Project has been determined, the Director or authorized designee, will request, in writing a WORK ORDER PROPOSAL from the CONSULTANT based on the proposed SCOPE OF WORK provided to the Consultant in writing by the Director or designee. The CONSULTANT and Director or designee, and others if appropriate, may have preliminary meetings, if warranted, to further define the SCOPE OF WORK and to resolve any questions regarding the proposed Project. The CONSULTANT shall then prepare a WORK ORDER PROPOSAL for the required PROFESSIONAL SERVICES following the format provided to the CONSULTANT by the CITY, indicating the proposed scope of services, time of performance, staffing, proposed fees, SUB-CONSULTANTS, deliverable items and/or documents.

The DIRECTOR or designee may accept the WORK ORDER PROPOSAL as submitted, reject the WORK ORDER PROPOSAL, or negotiate revisions to the WORK ORDER PROPOSAL. Upon successful conclusion of negotiations the CONSULTANT may be required to submit a revised and final WORK ORDER PROPOSAL. If negotiations **cannot** be successfully completed, the Director or designee may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the CITY, or secure such services through other means available to the CITY under law.

Upon acceptance of a WORK ORDER PROPOSAL CIP will prepare a Work Order that will be reviewed by CIP staff and the DIRECTOR or designee. Upon approval of the WORK ORDER CIP will issue a Notice to Proceed.

A1.2 SCOPE OF SERVICES

The CONSULTANT agrees to provide comprehensive civil engineering services in accordance with all applicable law and building and environmental regulations, including the Florida Building Code and the City of Miami, Florida, Code of Ordinances, and as set forth in this Agreement and further enumerated in an approved WORK ORDER PROPOSAL. CONSULTANT may be required to perform all or some of the services presented in this Agreement, depending on the needs of the CITY for a particular Project. CONSULTANT shall furnish, as Basic Services, comprehensive professional services for the Projects including, but not limited to those describes in Section A1, General above.

A1.3 NON EXCLUSIVE RIGHT

It is understood that the Notice to Proceed will be issued under this Agreement at the sole discretion of the City Manager or Director and that the CONSULTANT has no expectation, entitlement, right to or privilege to receive a Work Order and Notice to Proceed for any project or task. The CITY reserves at all times the right to perform any and all Professional Services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, as amended, (Consultants' Competitive Negotiation Act) or to discontinue or withdraw any or all projects or tasks or to exercise every other choice allowed by law.

This Agreement does not confer on the CONSULTANT any particular, exclusive or special rights to any Work required by the CITY. Outside of this Agreement, the CONSULTANT may submit proposals and/or qualifications for any professional services which the CONSULTANT is qualified to perform in response to any public solicitation issued by CITY.

A1.4 PAYMENTS

The CITY will pay the CONSULTANT a separate stipulated amount for each awarded Project, in accordance with provisions and limitations of Attachment B. No payment will be made for the CONSULTANT's time or services in connection with the preparation of a WORK ORDER PROPOSAL or for any Work done in the absence of a Notice to Proceed.

ARTICLE A2 MISCELLANEOUS CIVIL ENGINEERING SERVICES (sample basic services)

WORK in this category may include any or all of the services described below.

ARTICLE A2.01 BASIC SERVICES

CONSULTANT agrees to provide complete Civil Engineering services as set forth in the tasks enumerated hereinafter, in accordance with the Florida Building Code, latest edition, all federal, state, county and CITY, Florida, Laws, Codes and Ordinances. CONSULTANT shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the Agreement.

CONSULTANT shall submit one (1) electronic set of all documents and seven (7) copies of documents required under Article A2, without additional charge, for review and approval by CITY. CONSULTANT shall not proceed with the next task of the WORK until the documents have been approved, in writing, by CITY, and an Authorization to Proceed with the next task has been issued by CITY.

These services, hereinafter referred to as "Basic Services" are summarized as a task list in Attachment A2.

A2.01 DEVELOPMENT OF OBJECTIVES

A2.01-1

Consultant shall confer with representatives of CITY, the PROJECT MANAGER, and other jurisdictional agencies to develop several options for how the various elements of the PROJECT will be designed and constructed.

A2.01-2

Consultant shall, utilizing a compilation of available documentation, confer with representatives of CITY, the PROJECT MANAGER, and other jurisdictional agencies in order to comprehensively identify aspects of the completed facility program that may require further refinement to attain the requisite detail of design development required to begin the creation of construction documents. For clarity of scope, the items that need further development will be called Conceptuals and the remaining items will be called Designs.

A2.01-3

CONSULTANT shall prepare written descriptions of the various options and shall participate in presentations to multiple groups explaining alternative options. Sufficient detail shall be provided to support the presentation materials.

A2.01-4

CONSULTANT may be required to provide a survey that will include the location of all site structures including all utility structures and facilities. Consultant may also be required to perform soil borings and other tests required for the WORK. The extent to which this WORK will be needed shall be based on the surveying and soil borings performed previously by the CITY. Cost of the surveyor and soil engineering firm shall be billed as reimbursable expenses.

A2.02 SCHEMATIC DESIGN

A2.02-1 Design Concept and Schematics Report

CONSULTANT shall prepare and present, in writing and at an oral presentation if requested, for approval by City, a Design Concept and Schematics Report, comprising Schematic Design Studies, including an identification of any special requirement affecting the Project, a Statement of Probable Construction Cost, Project Development Schedule and review of Constructability Review reports.

1. Schematic Design Studies consist of site plan(s), floor plans (where applicable), elevations, sections, and all other elements required by CITY or PROJECT MANAGER to show the scale and relationship of the components and design concepts of the whole. The floor plans may be single-line diagrams. A simple perspective rendering or sketch, model or photograph thereof may be provided to further show the design concept.
2. A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost and an evaluation of funding allocation. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Costs shall be adjusted to the projected bid date. Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the statement of Probable Construction Costs exceeds allocated funds, the CONSULTANT shall update its documentation, at no additional cost to the CITY, to reflect this reduced scope. Any "Statement of Probable Construction Costs" prepared by CONSULTANT represents a reasonable estimate of cost in CONSULTANT's best judgment as a professional familiar with the local construction industry.
3. The Project Development Schedule shall show the proposed completion date of each task of the PROJECT through design, bidding, and post design services.
4. Constructability Review reports shall be conducted by the CITY and/or its consultants at design stages deemed necessary by the PROJECT MANAGER. CONSULTANT shall provide five additional deliverable plan sets for distribution, by CITY, to others for this purpose. There shall be an established deadline for review report submission back to CITY. CONSULTANT shall provide written responses to all comments within two weeks and shall maintain files of all related review reports and response reports. If necessary, CITY may coordinate Constructability Review meetings with some or all of the reviewers with CONSULTANT present to discuss specific issues. In addition to the Constructability Review process mentioned above, CITY reserves the right to conduct a Peer Review of the project documents at any design stage. Cost of such a Peer Review would be borne by CITY. Any findings as a result of said Peer Review would be addressed by CONSULTANT, and if requested by CITY, would be incorporated into the design documents, at no additional cost to CITY and no extension of time to the schedule.

A2.03 DESIGN DEVELOPMENT

From the approved Schematic Design documents, CONSULTANT shall prepare and present in writing, and at oral presentations, if requested, for approval by CITY, separate Design Development Documents, updated Project Development Schedules, updated Statements of Probable Construction Costs and a review of Constructability Review reports.

1. The Design Development Documents shall consist of drawings (site plans, floor plans, elevations, sections), outline specifications, and other documents.
2. Design Development consists of continued development and expansion of architectural and/or civil Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of each element through:
 - 2.1 Plan sections and elevations
 - 2.2 Typical construction details
 - 2.3 Final materials selection
 - 2.4 Construction phasing plan

3. The updated Development Schedules shall show the proposed completion dates of each milestone of each PROJECT through design, bidding, construction and proposed date of occupancy. Consultant will also detail all long lead procurement items and architecturally significant equipment that will need to be purchased prior to the completion of Construction Documents.
4. Provide updated Statements of Probable Construction Cost. If either statement of Probable Construction Cost exceeds allocated funds, CONSULTANT shall prepare recommendations for reducing the scope of that particular Project in order to bring the estimated costs within allocated funds. CONSULTANT shall update its documentation, at no additional cost to the City, to reflect this reduced scope.
5. Constructability Review reports.

A2.04 CONSTRUCTION DOCUMENTS

From the approved Design Development Documents, CONSULTANT shall prepare for written approval by CITY, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible PROJECT.

CONSULTANT shall produce 30%, 60%, 90% and Final Construction Documents for review and approval by CITY, which shall include the following:

1. A Drawing Cover Sheet listing an index of all number of drawings by each discipline. Drawings not included in the 30%, 60%, 90% and Final review shall be noted. CONSULTANT shall attach an index of all anticipated drawing sheets necessary to fully define the PROJECT.
2. The updated Project Development Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
3. An updated Statement of Probable Construction Cost in CSI format.
4. CONSULTANT may also be authorized to include in the Construction Documents approved additive and/or deductive alternate bid items, to permit CITY to award a construction contract within the limit of the budgeted amount.
5. A PROJECT Specifications index and PROJECT specifications with at least 30%, 60%, 90% and Final of the Specifications completed.
6. Consultant shall include, and will be paid for, CITY requested alternates outside of the established PROJECT scope or that are not constructed due to a lack of funds. No fee will be paid by CITY in connection with alternates required by the failure of CONSULTANT to design the PROJECT within the fixed limit of construction cost.
7. CONSULTANT shall provide an index of all submittals required by the Contractor that clearly identifies submittals for which the Contractor shall be responsible for design.
8. CONSULTANT shall submit any special terms and conditions separate from the technical specifications.
9. CONSULTANT shall not proceed with further construction document development until approval of the 30% documents is received in writing from CITY. Approval by CITY shall be for progress only and does not relieve CONSULTANT of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. CONSULTANT shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The 30% Documents review (check) set shall be returned to CITY upon submission of 60% complete Construction Documents and CONSULTANT shall provide an appropriate response to all review comments noted on these previously submitted documents.

A2.04-1 Maximum Cost Limit

Prior to authorizing the CONSULTANT to proceed with preparation of Construction Document Development, the CITY may establish and communicate to the CONSULTANT a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Final Design to the CITY, the estimate of the cost of construction shall be adjusted by CONSULTANT. Notwithstanding anything above to the contrary, the CITY may require the CONSULTANT to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost or fee to the CITY if all responsive and responsible bids received exceed the Maximum Cost Limit.

A2.04-2 Dry Run Permitting

The CONSULTANT shall file and follow-up for building permits at the earliest practicable time during the performance of the WORK, the necessary portions of the Construction Documents for approval by City,

County, State and/or Federal authorities having jurisdiction over the PROJECT by law or contract with the CITY, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by the Department of the final Set and printing of the Construction Documents. The CONSULTANT shall promptly, at any time during the performance of the WORK hereunder, advise the CITY of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the CONSULTANT is caused by the requirement(s) of such

A2.05 BIDDING AND AWARD OF CONTRACT

A2.05-1 Bid Documents Approvals and Printing

Upon obtaining all necessary approvals of the Construction Documents, from authorities having jurisdiction, acceptance by the CITY of the 100% Construction Documents and latest Statement of Probable Construction Cost, the CONSULTANT shall assist the CITY in obtaining bids, preparing and awarding the construction contract. The CITY, for bidding purposes, will have the bid documents printed, or, at its own discretion, may authorize such printing as a reimbursable service to the CONSULTANT.

A2.05-2 Issuance of Bid Documents, Addenda and Bid Opening

1. The CITY shall issue the Bid Documents to prospective bidders and keep a complete list of bidders
2. The CONSULTANT shall assist the CITY in the preparation of responses to questions if any are required during the bidding period. All addendum or clarifications, or responses shall be issued by the CITY.
3. The CONSULTANT shall prepare revised plans, if any are required, for the CITY to issue to all prospective bidders.
4. The CITY will schedule a "Pre-Bid Meeting" on an as needed basis, for the Project. The CONSULTANT shall attend all any pre-bid meeting(s) and require attendance of SUB-CONSULTANTS at such meetings.
5. The CONSULTANT will be present at the bid opening, if requested by the CITY.

A2.05.3 Bid Evaluation and Award

The CONSULTANT shall assist the CITY in evaluation of bids, determining the responsiveness of bids and the preparation of documents for award of a contract. If the lowest responsive Base Bid received exceeds the Total Allocated Funds for Construction, the CITY may:

1. Approve an increase in the Project cost and award a contract;
2. Reject all bids and re-bid the PROJECT within a reasonable time with no change in the PROJECT, or additional compensation to the CONSULTANT;
3. Direct the CONSULTANT to revise the scope and/or quality of construction, and rebid the PROJECT. The CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the Total Authorized Construction Budget. The CITY may exercise such option where the bid price exceeds 10% of the Fixed Construction Budget provided to the CONSULTANT and as may be modified by the CITY and the CONSULTANT prior to soliciting bids.
4. Suspend, cancel or abandon the PROJECT.

NOTE: Under item 3 above the CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the budgeted amount.

A2.06 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

A2.06-1

The Construction Phase will begin with the award of the construction contract and will end when the CONSULTANT has provided to the CITY all post construction documents, including Contractor As-Built drawings, CONSULTANT's record drawings, warranties, guarantees, operational manuals, and Certificate(s) of Occupancy have been delivered to the CITY and the CITY approves the final payment to the CONSULTANT. During this period, the CONSULTANT shall provide administration of the construction contract as provided by this Agreement, and as provided by law.

A2.06-2

The CONSULTANT, as the representative of the CITY during the Construction Phase, shall advise and consult with the CITY and shall have the authority to act on behalf of the CITY to the extent provided in the General Conditions and the Supplementary Conditions of the construction contract and their Agreement with the CITY.

A2.06-3

The CONSULTANT and respective SUB-CONSULTANTS shall visit the site to conduct field observations, at a minimum on a weekly basis, and at all key construction events; to ascertain the progress of the PROJECT and shall visit the site as appropriate to conduct field inspections to ascertain the progress of the PROJECT and determine, in general, if the work is proceeding in accordance with the Contract Documents. The CONSULTANT shall provide any site visits necessary for certification if required by the authorities having jurisdiction. The CONSULTANT shall report on the progress the WORK, including any defects and deficiencies that may be observed in the work. The CONSULTANT will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement. The CONSULTANT will be responsible for writing minutes of all meetings and field inspections report it is asked to attend, as well as the distribution of the minutes. CONSULTANT and will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. The CONSULTANT will not be held responsible for the Contractor's or subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the contract unless such failure of performance results from the CONSULTANT's acts or omissions.

A2.06-4

The CONSULTANT shall furnish the CITY with a written report of all observations of the work made by CONSULTANT. The CONSULTANT shall also note the general status and progress of the WORK, on forms furnished by the CITY, and submit them in a timely manner. The CONSULTANT shall ascertain that the WORK is acceptable to the CITY. CONSULTANT shall assist the CITY in ensuring that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings. Copies of the field reports shall be attached to the monthly payment request for construction administration services. The CONSULTANT's failure to provide written reports of all site visits or minutes of meeting shall result in the rejection of payment requests and may result in a proportional reduction in Construction Administration fees paid to the CONSULTANT.

A2.06-5

1. Based on observations at the site and consultation with the CITY, the CONSULTANT shall determine the amount due the Contractor based on the pay for performance milestones and shall recommend approval of such amount as appropriate. This recommendation shall constitute a representation by the CONSULTANT to the CITY that, to the best of the CONSULTANT's knowledge, information and belief, the work has progressed to the point indicated and that, the quality of the work is in accordance with the contract and the Contractor is entitled to amount stated on the requisition subject to: a detailed evaluation of the Work for conformance with the contract upon substantial completion;
2. The results of any subsequent tests required by the contract;
3. Minor deviations from the contract correctable prior to completion;
4. Any specific qualifications stated in the payment certificate and further that the Contractor is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.

Prior to recommending payment to the Contractor, the CONSULTANT will prepare a written statement to the CITY on the status of the WORK relative to the Construction Schedule, which shall be attached to the Contractor's Requisition. Such statement shall be prepared immediately following the requisition field meeting and shall not be cause for delay in timely payment to the Contractor. By recommending approval of a Payment Certificate, the CONSULTANT shall not be deemed to represent that the CONSULTANT has made any examination to ascertain how and for what purpose the Contractor has used money paid on account of the Construction Contract Sum.

A2.06-6

The CONSULTANT shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall render interpretations necessary for the proper execution or progress of the Work upon written request of either the CITY or the Contractor, and shall render written decisions, within maximum of ten (10) calendar days, on all claims, disputes and other matters in question between the CITY and the Contractor relating to the execution or progress of the Work. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from, the Contract Documents and shall be in written or graphic form.

A2.06-7

The CONSULTANT shall have the authority to recommend rejection of Work, which does not conform to the Contract Documents. Whenever, in his/her reasonable opinion, the CONSULTANT considers it necessary or advisable to insure compliance with the Contract Documents, the CONSULTANT will have the authority to

recommend special inspection or testing of any Work deemed to be not in accordance with the Contract, whether or not such Work has been fabricated and/or delivered to the PROJECT, or installed and completed.

A2.06-8

The CONSULTANT shall promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the Contractor. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the CITY'S PROJECT MANAGER and/or Director of Capital Improvements. The CONSULTANT shall have a maximum of ten (10) calendar days from receipt of shop drawings, samples, RFI's or other submittals by the Contractor, to return the shop drawings or submittals to the Contractor with comments indicating either approval or disapproval. CONSULTANT shall provide the Contractor with a detailed written explanation as to the basis for rejection.

A2.06-9

The CONSULTANT shall initiate and prepare required documentation for changes as required by the Consultants own observations or as requested by the CITY, and shall review and recommend action on proposed changes. Where the Contractor submits a request for Change Order or Change Proposal request, the CONSULTANT shall, within ten (10) calendar days, review and submit to the CITY, his/her recommendation or proposed action along with an analysis and/or study supporting such recommendation.

A2.06-10

The CONSULTANT shall examine the WORK upon receipt of the Contractor's request for substantial completion inspection of the PROJECT and shall, prior to occupancy by the CITY, recommend execution of a "Certificate of Acceptance for Substantial Completion after first ascertaining that the PROJECT is substantially complete in accordance with the contract requirements. The CONSULTANT shall in conjunction with representatives of the CITY and the Contractor prepare a punch list of any defects and discrepancies in the Work required to be corrected by the Contractor in accordance with Florida Statute 218.735. Upon satisfactory completion of the punch list the CONSULTANT shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor. The CONSULTANT shall obtain from the Contractor upon satisfactory completion of all items on the punch list all necessary closeout documentation from the Contractor, including but not limited to all guarantees, operating and maintenance manuals for equipment, releases of liens/claims and such other documents and certificates as may be required by applicable codes, law, and the contract, and deliver them to the CITY before final acceptance shall be issued to the Contractor.

A2.06-11

The CONSULTANT shall monitor and provide assistance in obtaining the Contractor's compliance with its contract relative to 1) initial instruction of CITY's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project to assure a smooth transition from construction to occupancy by the CITY.

A2.06-12

The CONSULTANT shall furnish to the CITY the original documents, including drawings, revised to "as-built" conditions based on information furnished by the Contractor; survey, and specific condition. In preparing the "as-built" documents the CONSULTANT shall rely on the accuracy of the information provided by the Contractor, including the Contractor's record drawings. Any certification required under this Agreement including the contents of "as-built" documents are conditioned upon the accuracy of the information and documents provided by the construction contractor. Transfer of changes made by "Change Authorization", "Change Order", "Request for Information", substitution approvals, or other clarifications will be the CONSULTANT's responsibility to incorporate into the "as-built" and record documents. Changes made in the field to suit field conditions, or otherwise made by the Contractor for its convenience shall be marked by the Contractor on the "Field Record Set" and transferred to the original contract documents by the CONSULTANT. The original documents as well as the "Field Record Set" shall become the property of the CITY. A reproducible set of all other final documents will be furnished to the City free of charge by the CONSULTANT.

A2.06-13

The CONSULTANT shall furnish to the CITY one complete set of "As-built Drawings", in Auto CADD Version 2000 or such other format acceptable to the CITY.

A2.06-14

The CONSULTANT shall furnish to the CITY a simplified site plan and floor plan(s) reflecting "as-built" conditions with graphic scale and north arrow. Plans must show room names, room numbers, overall dimensions, square footage of each floor and all fonts used in the drawings. Two sets of drawings shall be furnished on 24" x 36" sheets and one electronic copy.

A2.06-15

The CONSULTANT shall assist the CITY in the completion of the Contractor's performance evaluation during construction work and upon final completion of the PROJECT.

ARTICLE A3 ADDITIONAL SERVICES

A3.01 GENERAL

Services categorized below as "Additional Services" may be specified and authorized by CITY and are normally considered to be beyond the scope of the Basic Services. Additional Services shall either be identified in a WORK ORDER PROPOSAL or shall be authorized by prior written approval of the DIRECTOR and will be compensated for as provided in **Attachment B**, Section B3.06.

A3.02 EXAMPLES

Except as may be specified in Schedule A herein, Additional Services may include, but are not limited to the following:

A3.02-1

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

A3.02-2

Specialty Design: Any additional special professional services not included in the SCOPE OF WORK.

A3.02-3

Extended Testing & Training: Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of CITY's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer. Provide Commissioning Services as part of systems start-up.

A3.02-4

Major Revisions: Making major revisions to drawings and specifications resulting in or from a change IN SCOPE OF WORK, when such revisions are inconsistent with written approvals or instructions previously given by CITY and are due to causes beyond the control of CONSULTANT. (Major revisions are defined as those changing the SCOPE OF WORK and arrangement of spaces and/or scheme and/or any significant portion thereof).

A3.02-6

Expert Witness: Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, providing, however, that CONSULTANT cannot testify against CITY in any proceeding during the course of this Agreement.

A3.02-7

Miscellaneous: Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice related to construction.

A3.03 ADDITIONAL DESIGN

The CITY may, at its option, elect to proceed with additional services relating to the PROJECT.

Design services shall be provided in accordance with Article A3.

ARTICLE A4 REIMBURSABLE EXPENSES

A4.01 GENERAL

Reimbursable Expenses cover those services and items authorized by CITY in addition to the Basic and Additional Services and consist of actual, direct expenditures made by CONSULTANT and the SUB-CONSULTANT for the purposes listed below. Transportation, travel and per diem expenses shall not be considered as reimbursable expenses under this Agreement.

A4.01-1

Communications Expenses: Identifiable communication expenses approved by the PROJECT MANAGER, long distance telephone, courier and express mail between CONSULTANT's various permanent offices and SUB-CONSULTANT. CONSULTANT's field office at the PROJECT site is not considered a permanent office.

A4.01-2

Reproduction, Photography: Cost of printing, reproduction or photography, beyond that which is required by or of Consultant's part of the work, set forth in this Agreement.

Geotechnical Investigation: Identifiable Soil Borings and Reports and testing costs approved by PROGRAM MANAGER.

A4.01-3

Permit Fees: All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the CONSULTANT.

A4.01-4

Surveys: Site surveys and special purpose surveys when pre-authorized by the PROGRAM MANAGER.

A4.01-5

Other: Items not indicated in Section 4.01 when authorized by the PROGRAM MANAGER.

A4.02 SUB-CONSULTANT REIMBURSEMENTS

Reimbursable SUB-CONSULTANT expenses are limited to the items described above when the SUB-CONSULTANT's agreement provides for reimbursable expenses and when such agreement has been previously approved, in writing, by the Director and subject to all budgetary limitations of CITY and requirements of this Agreement.

ARTICLE A5 CITY'S RESPONSIBILITIES

A5.01 PROJECT & SITE INFORMATION

CITY, at its expense and insofar as performance under this Agreement may furnish CONSULTANT with the information described below, or, if not readily available, may authorize CONSULTANT to provide such information as an Additional Service, eligible as a Reimbursable Expense.

A5.01-1

Surveys: Complete and accurate surveys of building sites, giving boundary dimensions, the rights, restrictions, easements, boundaries, and topographic data of a building site.

A5.01-2

Soil Borings, Geotechnical Testing: Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary; and, if required, an appropriate professional interpretation thereof and recommendations. CONSULTANT shall recommend necessary tests to CITY.

A5.01-3

General Project Information: Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required establishing a program as per Section A2.02

Existing Drawings: Drawings representing as-built conditions at the time of original construction, subject to as-builts availability. However, such drawings, if provided, are not warranted to represent conditions as of the date of receipt. CONSULTANT must still perform field investigations as necessary in accordance with Section A2.01 to obtain sufficient information to perform its services. Investigative services in excess of "Normal Requirements," as defined, must be authorized in advance.

A5.01-4

Threshold Inspection: CONSULTANT shall assist the City in procuring Threshold inspection services.

A5.01-5

Reliability: The services, information, surveys and reports described in A5.01-1 through A5.01-4 above, shall be furnished at CITY's expense, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof, provided CONSULTANT has reviewed all such information to determine if additional information and/or testing is required to properly design the PROJECT.

A5.03 CONSTRUCTION MANAGEMENT

A5.03-1

During construction, CONSULTANT and the CITY staff shall assume the responsibilities described in the general conditions and supplementary conditions of the construction contract relating to review and approval of the construction work by the Contractor.

A5.03-2

If CITY observes or otherwise becomes aware of any fault or defective Work in the PROJECT, or other nonconformance with the contract during construction, CITY shall give prompt notice thereof to CONSULTANT.

A5.04 LEGAL AND OTHER SERVICES

CITY shall avail itself to any legal, accounting, insurance counseling, and auditing services that the CITY may require to ascertain how or for what purposes a Contractor has used the money paid under the construction contract, as may be required by CITY.

ATTACHMENT A
SCOPE OF WORK

SCHEDULE A1. - SUBCONSULTANTS

FIRM NAME	CONSULTING FIELD

SCHEDULE A2. – KEY STAFF

NAME	JOB CLASSIFICATION
------	--------------------

SCHEDULE A3 - RESERVED

Reserve – 4 pages

ATTACHMENT B - COMPENSATION AND PAYMENTS

ARTICLE B1 METHOD OF COMPENSATION

The fees for PROFESSIONAL SERVICES for each PROJECT shall be determined by one of the following methods or a combination thereof, at the option of the DIRECTOR or designee, with the consent of the CONSULTANT.

- a) A Lump Sum (See Section B3.1).
- b) An Hourly Rate, as defined B3.2 in Section and at the rates set forth in Section
- c) A Percentage of Construction Cost, as defined in Section B3.3, solely with the written approval of the Director

NOTE: The Lump Sum manner of compensation is the preferred and primary form of compensation.

B1.1 COMPENSATION LIMITS

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the CONSULTANT payable by the CITY under this Agreement shall be limited to the amount specified in Section 2.4.1 as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the CITY have any liability for work performed, or as otherwise may be alleged or claimed by CONSULTANT, beyond the cumulative amount provided herein, except where specifically approved in accordance with the City Code by the City Manager or City Commission as applicable as an increase to the Agreement and put into effect via an Amendment to this Agreement.

B1.2 CONSULTANT NOT TO EXCEED

Absent an amendment to the Agreement or to any specific Work Order, any maximum dollar or percentage amounts stated for compensation shall not be exceeded. In the event they are so exceeded, the CITY shall have no liability or responsibility for paying any amount of such excess, which will be at CONSULTANT's own cost and expense.

ARTICLE B2 WAGE RATES

B2.1 FEE BASIS

All fees and compensation payable under this Agreement shall be formulated and based upon the averages of the certified Wage Rates that have received and approved by the DIRECTOR. The averages of said certified Wage Rates are summarized in Schedule B1 incorporated herein by reference. Said Wage Rates are the effective direct hourly rates, as approved by the CITY, of CONSULTANT and SUB-CONSULTANT employees in the specified professions and job categories that are to be utilized to provide the services under this Agreement, regardless of manner of compensation.

B2.2 EMPLOYEES AND JOB CLASSIFICATIONS

Schedule B1 identifies the professions, job categories and/or employees expected to be used during the term of this Agreement. These include architects, engineers, landscape architects, professional interns, designers, CADD technicians, project managers, GIS and Civil Engineering specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Work, the City reserves the right to recommend the use of CONSULTANT employees at particular Wage Rate levels.

B2.3 MULTIPLIER

For Work assigned under this Agreement, a multiplier of 2.9 shall apply to CONSULTANT's average hourly Wage Rates in calculating compensation payable by the CITY. Said multiplier is intended to cover CONSULTANT employee benefits and CONSULTANT's profit and overhead, including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of documents, drawings and specifications, mailing, stenographic, administrative and clerical support, other employee time or travel and subsistence not directly related to a project.

B2.4 CALCULATION

Said Wage Rates are to be utilized by CONSULTANT in calculating compensation payable for specific assignments and Work Orders as requested by City. CONSULTANT shall identify job classifications, available staff and projected man-hours required for the proper completion of tasks and/or groups of tasks, milestones and deliverables identified under the Scope of Work as exemplified in Schedule A2.

B2.5 EMPLOYEE BENEFITS AND OVERHEAD

Regardless of the method of compensation elected herein, compensation paid by CITY shall, via the Multiplier, cover all CONSULTANT costs including, without limitation, employee fringe benefits (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) and an overhead factor. Failure to comply with this section shall be cause for cancellation of this Agreement.

B2.6 ESCALATION

Commencing July 1, 2008, the hourly rates depicted in Schedule B1, Certified Wage Rates, may be adjusted annually according to the Miami – Fort Lauderdale Consumer Price Index issued by the U.S.

Department of Labor, Bureau of Labor Statistics. Such adjustment shall be calculated by multiplying the ratio of the April index divided by the previous year's index by the hourly rate entries in the Wage Rate Schedule to determine the adjusted Wage Rate Schedule. The maximum increase in any adjustment shall be limited to three percent (3%) per year.

ARTICLE B3 COMPUTATION OF FEES AND COMPENSATION

The CITY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

B3.1 LUMP SUM:

Compensation for a Scope of Work shall generally be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the CITY, to be mutually agreed upon in writing by the CITY and the CONSULTANT and stated in a Work Order. Lump Sum compensation is the preferred method of compensation.

B3.1.1 Lump Sum Fixed Fee: shall be the total amount of compensation where all aspects of Work are clearly defined, quantified and calculated.

B3.1.2 Guaranteed Maximum Lump Sum: shall be the total maximum fee amount payable by CITY wherein certain aspects, tasks or allowances may not be defined, quantified and calculated at the time of Work Order issuance. A Guaranteed Maximum Lump Sum compensation may represent a combination of Fixed Fees for professional services and not to exceed allowances for Reimbursable Expenses or Additional Services.

B3.1.3 Where a Lump Sum Fixed Fee is agreed upon as the "Base Fee" for Basic Services defined for a project, payments to the CONSULTANT shall be based on a percentage of the Base Fee according to the Phase of the Work as indicated under Section 6.01.

B3.1.4 If the CITY authorizes a substantial or material change in the Scope of Work, the Lump Sum for any Base Fee may be equitably adjusted by mutually consent of the parties, which may be put into effect by an amendment to the Work Order.

B3.1.5 It is understood that with Fixed Fee Lump Sum Compensation, the CONSULTANT shall perform all services for total compensation in the amount stated above. Under a Not to Exceed Lump Sum, the CONSULTANT shall perform all services that may comprise "Basic Services" but may not be required by CITY to perform all other services delineated in the Work Order. In either case, The CITY shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum compensation amount stipulated.

B3.1.6 Lump Sum compensation shall be calculated by CONSULTANT utilizing the Wage Rates established herein. Prior to issuing a Notice of Proceed, the CITY may require CONSULTANT to verify or justify its requested Lump Sum compensation. Such verification shall present sufficient information as depicted in Schedule A2.

B3.2 HOURLY RATE FEES

B3.2.1 Hourly Rate Fees shall be those rates for CONSULTANT and SUB-CONSULTANT employees identified in Schedule B1 Wage Rates. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the contract documents. The CITY shall have no liability for any fee, cost or expense above this figure.

B3.2.2 Conditions for Use:

Hourly Rate Fees shall be used only in those instances where the parties agree that it is not possible to determine, define, quantify and/or calculate the complete nature, and/or aspects, tasks, man-hours, or milestones for a particular PROJECT or portion thereof at the time of Notice to Proceed issuance. Hourly Rate Fees may be utilized for Additional Work that is similarly indeterminate. In such cases, the CITY will establish an Allowance in the Work Order that shall serve as a Not to Exceed Fee for the Work to be performed on an Hourly Rate Basis.

B3.3 PERCENTAGE OF CONSTRUCTION COST:

This is a percentage fee based on the Total Authorized Design Value of a project said percentage being hereinafter called the "Base Fee," as mutually agreed upon in writing by the CITY and the CONSULTANT and stated in a Notice to Proceed

B3.3.1 Fee Computation:

B3.3.1.a) The Total Authorized Design Value shall be used and identified in the Work Order as the basis for establishing the compensatory fee for all phases identified as part of Basic Services.

B3.3.1.b) If the actual construction cost is increased during the construction phase, the "Actual Construction Cost" shall be used as the basis for determining the fee for Construction Administration Phase if included in Basic Services.

B3.3.1.c) The term "Actual Construction Cost" does not include any compensation to the CONSULTANT, the cost of the land, rights-of-way, works of art, permit fees or other costs which are the responsibility of the CITY.

B3.3.2 Inclusive Fee

It is understood that with percentage compensation the CONSULTANT shall perform all services for the stated percentage of the construction cost budgeted when the contract is signed.

B3.3.3 Changes to Project Scope

If the CITY authorizes an increase or decrease in the scope of the PROJECT or the Total Authorized Design Value of the PROJECT, the Base Fee will be adjusted accordingly, based on justification from the Wage Rates or as mutually agreed upon.

B3.4 REIMBURSABLE EXPENSES

Any fees for authorized reimbursable expenses shall not include charges for CONSULTANT handling, office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. All reimbursable services shall be billed to the City at direct cost expended by the CONSULTANT. CITY authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

The CITY will reimburse the CONSULTANT for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Director or designee including, without limitation, detailed bills, itemized invoices and/or copies of cancelled checks.

B3.5 FEES FOR ADDITIVE or DEDUCTIVE ALTERNATES:

The design of additive and deductive alternates contemplated as part of the original Scope for a Project as authorized by the DIRECTOR will be considered as part of Basic Services. The design of additive and deductive alternates that are beyond the original Scope of Work and construction budget may be billed to CITY as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the DIRECTOR and the CONSULTANT.

B3.6 FEES for ADDITIONAL SERVICES

The CONSULTANT may be authorized to perform Additional Services for which additional compensation and/or Reimbursable Expenses, as defined in this Agreement under Sections B3.6 and B3.4 respectively, may be applicable.

B3.6.1 Determination Of Fee

The compensation for such services will be one of the methods described herein: mutually agreed upon Lump Sum; Hourly Rate with a Not to Exceed Limit, or Percentage of Construction Cost.

B3.6.2 Procedure and Compliance

An independent and detailed Notice to Proceed, and an Amendment to a specific Work Order, shall be required to be issued and signed by the Director for each additional service requested by the City. The Notice to Proceed will specify the

fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the CITY regulations, including the Purchasing Ordinance, the CONSULTANT's Competitive Negotiation Act, and other applicable laws.

B3.6.3 Fee Limitations

Any authorized compensation for Additional Services, either professional fees or reimbursable expenses, shall not include additional charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the CONSULTANT will apply the multiplier of one- (1.0) times the amount expended by the CONSULTANT. C

B3.7 PAYMENT EXCLUSIONS

Consultant shall not be compensated by CITY for revisions and/or modifications to drawings and specifications, for extended construction administration, or for other work when such work is due to errors or omissions of CONSULTANT as determined by CITY.

B3.8 FEES RESULTING FROM PROJECT SUSPENSION

If a project is suspended for the convenience of the CITY for more than three months or terminated without any cause in whole or in part, during any Phase, the CONSULTANT shall be paid for services duly authorized, performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the CONSULTANT's further compensation shall be subject to renegotiations.

ARTICLE B4 PAYMENTS TO THE CONSULTANT

B4.1 PAYMENTS GENERALLY

Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. SUB-CONSULTANT fees and Reimbursable Expenses shall be billed to the CITY in the actual amount paid by CONSULTANT.

B4.2 FOR COMPREHENSIVE BASIC SERVICES

For those Projects and Work Orders where comprehensive design services are stipulated, said payments shall, in the aggregate, not exceed the

percentage of the estimated total Basic Compensation indicated below for each Phase.

B4.3 BILLING – HOURLY RATE

Invoices submitted by CONSULTANT shall be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When services are authorized on an Hourly Rate basis, the CONSULTANT shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The CONSULTANT shall attach to the invoice all supporting data for payments made to SUBCONSULTANTS engaged on the project or task. In addition to the invoice, the CONSULTANT shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the PROJECT development and the total estimated fee to completion.

B4.4 PAYMENT FOR ADDITIONAL SERVICES & REIMBURSABLE EXPENSES

Payment for Additional Services may be requested monthly in proportion to the services performed.

When such services are authorized on an Hourly Rate basis, the CONSULTANT shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The CONSULTANT shall attach to the invoice all supporting data for payments made to SUBCONSULTANTS engaged on the project or task.

In addition to the invoice, the CONSULTANT shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

B4.5 DEDUCTIONS

No deductions shall be made from the CONSULTANT's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

ARTICLE B5 REIMBURSABLE EXPENSES:

B5.1 GENERAL

Reimbursable Expenses are those items authorized by the CITY outside of or in addition to the Scope of Work as identified in the Work Order (as Basic Services and/or Additional Services) and consist of actual expenditures made by the CONSULTANT and the CONSULTANTS' employees, Sub-CONSULTANTS, and Special Sub-CONSULTANTS in

the interest of the Work for the purposes identified below:

B5.1.1 Transportation

Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes, as amended, excluding, however, all, general automobile transportation expenses within Miami-Dade County. Transportation expenses to locations outside the Miami-Dade-Broward-Palm Beach County area or from locations outside the Miami-Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the PROJECT MANAGER. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes, as amended.

B5.1.2 Travel And Per Diem

Identifiable per diem, meals and lodging, lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes as amended. Meals for class C travel inside Miami-Dade or Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive Working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.

B5.1.3 Communication Expenses

Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.

B5.1.4 Reproduction, Photography

Cost of printing, reproduction or photography, which is required by or of CONSULTANT to deliver services, set forth in this Agreement.

B5.1.5 Permit Fees

All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the construction Contractor.

B5.2 REIMBURSEMENTS TO SUB-CONSULTANTS

Reimbursable SUB-CONSULTANT expenses are limited to the items described above when the SUB-CONSULTANT agreement provides for reimbursable expenses and when such agreement has been

previously approved in writing by the DIRECTOR and subject to all budgetary limitations of the City and requirements of ARTICLE B5 herein.

**ARTICLE B6 COMPENSATION FOR REUSE
 OF PLANS AND SPECIFICATIONS**

B6.1 GENERAL

It is understood that the CONSULTANT's Agreements includes the provision for the re-use of

plans and specifications, including construction drawings, at the CITY's sole option, by virtue of signing this Agreement they agree to a re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use.

ATTACHMENT B - COMPENSATION
SCHEDULE B1 - WAGE RATES SUMMARY

NAME	JOB CLASSIFICATION	NEGOTIATED AVERAGE HOURLY RATE	ADJUSTED AVERAGE HOURLY RATE (Multiplier Applied)