

RESOLUTION No. 11 879

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CHEN-MOORE ASSOCIATES, INC. AND THE TOWN OF MIAMI LAKES FOR ENGINEERING DESIGN SERVICES FOR THE LAKE PATRICIA PROJECT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") issued a Request for Qualifications (the "RFQ") for Engineering Services on November 3, 2010 as provided for under Section 287.055, Florida Statutes; and

WHEREAS, the RFQ provided that the selected firm be able to perform engineering design services for the Lake Patricia Project (the "Project"); and

WHEREAS, the Selection Committee members ranked the most highly qualified firms to perform engineering services for the design of the Project to the Town and recommended Chen-Moore Associates, Inc. ("Chen-Moore"); and

WHEREAS, the Town Council approved the ranking and recommendation for the Project as specified by the Selection Committee pursuant to Resolution No. 871; and

WHEREAS, the Town manager has negotiated a Professional Services Agreement with Chen-Moore for the Project, a copy of which is attached as Exhibit "A" (the "Agreement"); and

WHEREAS, the Town Council finds that approval of the Agreement between the Town and Chen-Moore for the Project is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this resolution by this reference.

Section 2. Approval of Agreement. The Agreement between Chen-Moore Associates, Inc. and the Town of Miami Lakes for the Project (the "Project"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Agreement on behalf of the Town.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of March, 2011.


Motion to adopt by Collins, second by Perdomo.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi yes

Vice Mayor Nick Perdomo yes

Councilmember Mary Collins Yes
Councilmember Tim Daubert Yes
Councilmember Nelson Hernandez Absent
Councilmember Ceasar Mestre Yes
Councilmember Richard Pulido Yes




Michael Pizzi
MAYOR

ATTEST:



TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.

**PROFESSIONAL SERVICES AGREEMENT
FOR THE LAKE PATRICIA ROADWAY
AND DRAINAGE IMPROVEMENTS**



The Town of Miami Lakes Council:

**Mayor Michael Pizzi
Vice Mayor Nick Perdomo
Councilmember Mary Collins
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Ceasar Mestre
Councilmember Richard Pulido**

Alex Rey, Town Manager
The Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33014

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This Agreement made this ___ day of _____ in the year 200__ (**"Agreement"**) by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Chen-Moore & Associates, **hereinafter called the "Consultant."**

RECITAL

A. The Town issued a **Request for Qualifications ("RFQ")** 2010-06 on November 3, 2010 for the provision of professional services (**"Services"**) which included the design of Lake Patricia Roadway and Drainage Improvements (**"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 Town, through action of the Town Manager and/or the Town Council, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act), and the applicable provisions of the Town Procurement Ordinance, to provide the professional services as described herein.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A GENERAL TERMS AND CONDITIONS

Article A1 Definitions**A1.01 Additional Services** means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.

A1.02 Attachments mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

A1.03 Base Fee means the amount of compensation mutually agreed upon for the completion of Basic Services.

A1.04 Basic Services means those services designated as such in a Section B.

A1.05 Consultant means 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 Town.

A1.06 Contractor means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the Town for construction of Town facilities and incidentals thereto.

- A1.08 Errors** means items in the plans, specification or other documents prepared by the Consultant that are shown incorrectly, which results in a change to the Services and results in the need for the construction contractor to perform rework or additional work or which causes a delay to the completion of construction.
- A1.09 Errors and Omissions** means design deficiencies in the plans, specification or other documents prepared by the Consultant, which must be corrected in order for the project to function or be built as intended.
- A1.10 Inspector** means an employee or representative of the Town assigned by the Town to make observations of work performed by a Contractor.
- A1.14 Notice to Proceed** means same as "Authorization to Proceed." A duly authorized written letter or directive issued by the Town Manager or Procurement Manager acknowledging that all conditions precedent have been met and/or directing that Consultant may begin Work on the Project.
- A1.12 Omissions** means items the plans, specification or other documents prepared by the Consultant that are not shown or included which are necessary for the proper and/or safe operation of the Project or required to meet the Scope of Services.
- A1.13 Project Manager** means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this Agreement and the construction of the Project as a direct representative of the Town.
- A1.14 Project** means the construction, alteration and/or repair, and all services and incidentals thereto, of a Town facility as contemplated and budgeted by the Town. The Project shall be further defined in the Scope of Services of the or any Work Order issued under the Agreement.
- A1.15 Professional Services** means 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.
- A1.17 Scope of Services or Services** means a comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.
- A1.18 Subconsultant** means 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 the Project.
- A1.19 Town Council** means the legislative body of the Town of Miami Lakes.

A1.20 Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

A1.21 Town or Owner means the Town of Miami Lakes, 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, **Town's performance is pursuant to Town's** position as the Owner of the Project. In the event the Town 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 **Town's authority as a governmental body and shall not be** attributable in any manner to Town as a party to this Agreement. The Town of Miami Lakes **shall be referred to herein as "Town"**. **For the purposes of this Agreement, "Town" without modification shall mean the Town Manager.**

A1.22 Wage Rates means the effective direct expense to Consultant and/or Subconsultant, 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.

A1.23 Work Order means a document internal to the Town authorizing the performance of specific professional services for a defined Project or Projects.

A1.24 Work Order Proposal means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant on a specific phase of a Project for Additional Services.

ARTICLE A2 General Conditions

A2.01 Term

The term of this Agreement shall be effective until final completion of construction of the Project and final payment is made to the Consultant.

A2.02 Scope of Services

Consultant agrees to provide the Services as specifically described and set forth in Section B.

A2.03 Compensation

A2.03-1 Compensation Limits

The amount of compensation payable by the Town to Consultant shall generally be a lump sum not to exceed fee, based on the rates and schedules established in Section D; provided, however, that in no event shall the amount of compensation exceed eighty one thousand four hundred dollars (\$81,000) in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement. Said fee is comprised of a fee for basic services of \$74,400 plus \$7,000 for additional services and Reimbursable Expenses. The Town may, at its sole discretion use other compensation methodologies.

A2.03-2 Payments

Unless otherwise specifically provided elsewhere in this Agreement, payment shall be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt **Payment Act, 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 Town 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 I for the submission of invoices.

Article A3 Performance

A3.01 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 Town Manager. Said approval shall not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subconsultant.

A3.02 Removal of Unsatisfactory Personnel

The Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant, or any Subconsultants or subcontractors, or any personnel of any such Subconsultants or subcontractors engaged by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant shall respond to Town within seven (7) 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.

A3.03 Consultant Key Staff

The parties acknowledge that Consultant was selected by Town, in part, on the basis of qualifications of particular staff identified in **Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant shall ensure that Key Staff are available for Services hereunder as long as said Key Staff is in Consultant's employ. Consultant will obtain prior written acceptance of Town Manager or designee to change Key Staff.** Consultant shall provide the Town Manager with such information as necessary to determine the suitability of proposed new Key Staff. The Town Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance shall not constitute any responsibility or liability for the **individual's ability to perform.**

A3.04 Time for Performance

The Consultant agrees to start all Services hereunder upon receipt of a Notice to Proceed issued by the Town Manager 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 Town Manager should there be a delay on the part of the Town 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.

A3.05 STANDARD OF CARE

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant shall perform all Services in compliance with Florida Administrative Code Rule 61G15-19.001(4) and Section 471.033(1) (g) of the Florida Statutes. Consultant shall perform due diligence, in accordance with best industry practices, in gathering information and inspecting a Project site prior to the commencement of design. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all design, drawings, specification, and other Services furnished by the Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors, omissions, and/or deficiencies in its designs, drawings, specification or other Services. Consultant shall also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, and/or deficiencies in its designs, drawings, specification or other Services.

ARTICLE A4 SUBCONSULTANTS

A4.01 General

A4.01-1 A Subconsultant, as defined in Article A1.18, 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 Form SC-Subconsultants.

A4.01-2 A Specialty Subconsultant is a person or organization that has, with the consent of the Town Manager, entered into a written agreement with the Consultant to furnish unique and/or specialized professional services necessary for the Project or task described under Additional Services. Such Specialty Subconsultant shall be in addition to those identified in Form SC-Subconsultants.

A4.02 Subconsultant Relationships

A4.02-1 All Services provided by the Subconsultants shall be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the Town under this Agreement.

A4.02-2 Nothing contained in this Agreement shall create any contractual or business relationship between the Town and the Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention and/or discharge.

A4.03 Changes to Subconsultants

The Consultant shall not add, modify, or change any Subconsultant listed in Form SC-Subconsultants without prior written approval by the Town Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

ARTICLE A5 DEFAULT

A5.01 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 Town, 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 Town to Consultant while Consultant was in default shall be immediately returned to the Town. 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 Town for all expenses incurred by the Town in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the Town in the re-procurement of the Services, including consequential and incidental damages. In the event of default, Town may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

A5.02 Conditions Of Default

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

A5.02-1 Consultant fails to obtain or maintain the insurance or bonding herein required.

A5.02-2 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 Town, beyond the specified period allowed to cure such default.

A5.02-3 Consultant fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

A5.03 Time To Cure Default; Force Majeure

Town through the Town Manager 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 Town may terminate the Agreement. The Town 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 the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

ARTICLE A6 Termination Of Agreement

A6.01 Town's Right To Terminate

The Town, including the Town Manager, 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 Services authorized under this Agreement, whether finished or not, must be turned over to the Town Manager. The Consultant shall be paid in accordance with provisions of Section C, provided that said documentation is turned over to Town Manager 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 Town Manager or designee.

A6.01-1 Consultant shall have no recourse or remedy from a termination made by the Town except to retain the fees earned compensation for the Services that was performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the Town, its officials or employees.

A6.02 Consultant's Right to Terminate

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

A6.03 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 Town shall have the right to terminate this 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 A7 Documents And Records

A7.01 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 Town upon payments made to Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to Town 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 Town 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 Town's use and occupancy of the Project.

A7.02 Delivery Upon Request Or Cancellation

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

A7.03 Re-Use By Town

It is understood that this Agreement and any subsequent Work Orders for Services issued hereunder shall include the provision for the re-use of plans and specifications, including construction drawings, at the Town'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 Town of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

A7.04 Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Town Manager'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, Subconsultants and subcontractors to comply with the provisions of this paragraph.

A7.05 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. Town, or any duly authorized agents or representatives of Town, 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 A8 Indemnification

The Consultant shall hold harmless, indemnify and defend the Town, its officials and employees 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 Subconsultants. 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 Town 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 A9 Insurance

The Consultant shall not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance.

A9.01 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 Town Manager. 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.

A9.02 Verification of Insurance Coverage

The Consultant shall furnish certificates of insurance to the Town Manager 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 Agreement. Consultant shall provide written notice to the Town Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. Consultant shall furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A9.03 Forms of Coverage

A9.03-1 Commercial General Liability and Automobile Liability

The Consultant shall maintain commercial general liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. The coverage shall include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read (30) days/ (10) days for nonpayment.

A9.03-2 Business Automobile

The Consultant shall provide business automobile liability coverage including coverage for all owned, hired and non owned autos with a minimal combined single limit of \$1,000,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

A9.03-3 Professional Liability Insurance

The Consultant shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000 per claim, \$1,000,000 aggregate providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of the services performed by the Consultant or any person employed by

the Consultant in connection with this Agreement. This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

A9.03-4 Worker's Compensation Insurance

The Consultant shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence.

A9.03-4 Subconsultant Compliance

Consultant shall ensure that all Subconsultants comply with these same insurance requirements.

A9.04 Modifications To Coverage

The Town Manager reserves the right to require 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 Article 10.06 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 Town accompanied by justification.

Article A10 Miscellaneous

A10.01 Audit Rights

The Town 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 Town Manager, to approve any requests for payment by the Consultant.

A10.02 Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town 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.

A10.03 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 Town Council or Town Manager, as applicable. 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 Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town shall be cause for the Town to terminate this Agreement. The Consultant

shall have no recourse from such cancellation. The Town 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 Town as a condition precedent to considering approval of an assignment.

The Consultant and the Town 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.

A10.04 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 certifies 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 Town 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.

A10.05 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 Town under 0 where Consultant shall pay the Town's reasonable attorney's fees.**

A10.06 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 Town of Miami:
Alex Rey
Town Manager
15150 NW 79th Court
Miami, Florida 33014

With a copy to:
Gary Fabrikant, Procurement Manager
15150 NW 79th Court
Miami, Florida 33014

For Consultant:
Chen Moore and Associates

420 Lincoln Road
Suite 444
Miami Beach, Florida 33139

A10.07 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.

A10.08 Joint Preparation

Preparation of this Agreement has been a joint effort of the Town 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.

A10.09 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.

A10.10 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 projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, 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.

A10.11 Time

Time is of the essence in this Agreement.

A10.12 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.

A10.12-1 Non-Discrimination

Town 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.

A10.12- 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 Town reserves the right to refuse Consultant access to Town 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.

A10.12-3 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** Town, 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.

A10.13 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 Town to any promise, debt, default, or undertaking of the Consultant.

A10.14 Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town shall be within the exercise of the reasonable professional discretion of the Town Manager.

A10.15 Resolution of Disputes

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

The initial step shall be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A10.06, Notices. Consultant shall, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said documentation the Procurement Manager shall review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant shall submit their dispute in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager shall review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council Consultant shall not be entitled to seek judicial relief unless:

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

A10.16 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.

A10.17 Third Party Beneficiary

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

10.18 No Estoppel

Neither the Town's **review, approval and/or acceptance of, or payment for Services performed** under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Town in accordance with applicable laws for all damages to the Town **caused by the Consultant's negligent performance of any of the Services** under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

Where the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable under this Agreement.

END OF SECTION

SECTION B SCOPE OF WORK

Article B1 General

Scope of Services shall include, but are not limited to, complete planning and design services, programming, surveying, geotechnical, estimates, opinions of probable construction cost, preparation of bid and construction documents, (as necessary), review of work prepared by Subconsultants and other consultants, field investigations and observations, construction contract administration, as-built documentation and other related Professional Services as needed to complete the Project. Consultant shall provide comprehensive Professional Services for the Project for which Consultant was selected in accordance with Section 287.055 Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

B1.01 Scope of Services

The Consultant agrees to provide comprehensive professional services in accordance with all applicable law and building and environmental regulations, including the Florida Building Code and the Town of Miami, Lakes Florida, Code of Ordinances, and as set forth in this Agreement and further enumerated in a Work Order. Consultant may be required to perform all or some of the services presented in this Agreement. Consultant shall furnish, as Basic Services, comprehensive professional services for the Projects including, but not limited to those describes in Section B1, "General" above.

The Consultant will phase the Work required to complete the Project so that the Project is designed and constructed in the most logical, efficient, and cost effective manner

Article B2 Basic Services

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

As part of the Basic Services Consultant shall include:

- a. Drainage calculations including water quality and water quantity.
- b. Drainage Modeling.
- c. Roadway and drainage final plan preparation including plan and profile.
- d. Sizing of catch basins and pipe network.
- e. Preparation of pollution prevention and signing and marking plans.
- f. Conflict tables for resolutions during design

Consultant shall coordinate with the residents as necessary to review, discuss and resolve the design and any issues that may arise.

Consultant shall submit one (1) electronic set of all documents and three (3) copies of documents, and copies in electronic formats in .pdf and Autocad, required under this Section, without additional charge, for review and approval by Town. Consultant shall not proceed with the next task of the Services until the documents have been approved, in writing, by the Town, and an Authorization to Proceed with the next task has been issued by Town.

These services, hereinafter referred to as "Basic Services" are summarized as a task list in Schedule 1.

B2.01 Pre-Design Services

B2.01-1 Route Survey-Lake Patricia

Consultant shall perform the following parameter and services:

- Establish a control traverse and bench marks at sufficient intervals to support the topographic survey and to be utilized on the design plans.
- Survey will extend to the right-of-way lines or back of walk and will extend 100 feet down side streets
- Obtain elevations at locations no more than 50 feet apart and at high and low spots.
- Locate aboveground features within the survey limits according to the following schedule: pavement, driveways, paved swales, , storm manholes, catch basins, , curbs, sanitary sewer manholes, and valves, trees (only where conflicts exist),.
- Utility locations will be based on surface evidence of underground utilities such as valves, fire hydrants and manholes.
- As-built storm structures with respect to rim and invert elevations. Pipe sizes and materials will be determined when possible.
- Locate pavement markings.
- Tie in any subdivision corners, lot corners and plat corners which can be located along the right-of-way lines. Depict right-of-way lines on the survey for informational purposes only. This will not constitute a boundary or right-of-way survey as defined in the Minimum Technical Standards for Land Surveying and Mapping.

Subsurface utility coordination is not included in Basic Services.

These services shall be compensated as a Reimbursable Expense in accordance with Section C.

B2.01-2 Route Survey – Additional Areas

Consultant shall perform the same level of Work as described in B2.01-1 for the following areas:

- Lake Sarnac Avenue (800 LF)
- Lake Childs Court (800 LF)
- Lake Como Terrace (400 LF)
- Lake Blue Drive (300 LF)
- Lake Placid Court (100 LF)
- Lake Luke Court (200 LF)
- Lake George Court (200 LF)
- Lake Candlewood Court (700 LF – intersection with Lake Patricia Drive not included)

B2.01-3 Utility Coordination

Consultant shall provide the following utility coordination services:

- Consultant shall coordinate with the appropriate agencies to acquire pertinent as-builts for drainage, water, sewer, power, etc.
- Consultant shall summarize findings

B2.01-4 Geotechnical Investigation

Consultant shall conduct all required geotechnical investigations for the Project, which shall include:

- Perform a minimum of (2) Standard Penetration Test (SPT) borings at areas identified within the Project limits to a depth of twenty feet.
- Perform minimum of one field permeability tests to a depth of fifteen feet in an effort to determine the hydraulic conductivity of the existing soils for site drainage evaluation.
- Perform four minimum of (4) pavement cores to identify needs for milling and resurfacing.

A2.01-5

Consultant shall hire the appropriate Subconsultant to provide the Services in Article B2.01, which are not in-house. Where Subconsultants are utilized for these Services the Consultant shall be compensated as a Reimbursable Expense in accordance with Section C.

B2.02 Schematic Design**B2.02-1 Design Objectives and Schematics Design and Report**

Consultant shall conduct two (2) site visits and attend two (2) meetings with the Town to discuss design elements and confirm the extent of design. The Consultant shall then prepare a Schematic Design for the drainage system layout, based on the meetings with the Town, site visits, geotechnical investigations, survey data, and data from the utility coordination, which shall be also based on FDOT standards.

Consultant shall also identify of any special requirement affecting the Project, a Statement of Probable Construction Cost, and Project Schedule

The Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost. Sufficient detail shall be provided to identify the costs of each element of the Project. In the event that the statement of Probable Construction Costs exceeds allocated funds by more than ten (10%) percent, the Consultant shall update its documentation, at no additional cost to the Town, **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.**

The Project Schedule shall identify the timeframe for completion of the Project by the Contractor.

B2.03 Construction Documents

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

Consultant shall produce 50% and Final Construction Documents for review and approval by Town, 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 50% 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 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 Town to award a Construction Contract within the limit of the budgeted amount.
5. A Project Specifications index and Project Specifications with at least 50% and Final of the Specifications completed.
6. 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 the special conditions separate from the technical specifications.
7. Consultant shall not proceed with further construction document development until approval of the 50% documents is received in writing from Town. Approval by Town 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 50% Documents review (check) set shall be returned to Town upon submission of Final Construction Documents and Consultant shall provide an appropriate response to all review comments noted on these previously submitted documents.

B2.03-1 Dry Run Permitting

The Town shall file and follow-up for all required permits at the earliest practicable time during the performance of the Services, the necessary portions of the Construction Documents for approval by Town, County, State and/or Federal authorities having jurisdiction over the Project by law or contract with the Town, and the Consultant shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by the Town 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 Town 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 by the permitting entities.

Upon completion of dry run permitting Consultant shall provide three (3) full size sealed copies of the drawings and specifications. Consultant shall also provide digital versions of the drawings in .dwg, .plt, and .pdf formats. The specification additional terms and conditions shall be provided in both .pdf and .doc formats.

B2.04 Bidding and Award of Contract**B2.04-1 Bid Documents Approvals and Printing**

Upon obtaining all necessary approvals of the Construction Documents, from authorities having jurisdiction, acceptance by the Town of the 100% Construction Documents and latest Statement of Probable Construction Cost, the Consultant shall assist the Town in obtaining bids, preparing and awarding the construction contract. The Town, 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.

B2.04-2 Issuance of Bid Documents, Addenda and Bid Opening

1. The Town shall issue the bid documents to prospective bidders.
2. The Consultant shall assist the Town 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 Town.
3. The Consultant shall prepare revised plans, at no cost to the Town, if any are required, for the Town to issue to all prospective bidders.
4. The Town will schedule a "Pre-Bid Meeting" on an as needed basis, for the Project. The Consultant may be required to attend any pre-bid meeting(s) and require attendance of Subconsultants at such meetings.

B2.04-3 Bid Evaluation and Award

The Consultant shall assist the Town in evaluation of bids. If the lowest responsive Base Bid received exceeds the total allocated funds for construction, the Town 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. Suspend, cancel or abandon the Project.

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

B2.05 Administration of the Construction Contract**B2.05-1**

The Construction Phase will begin with the award of the construction contract and will end when the Consultant has provided to the Town 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 Town and the Town 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.

B2.05-2

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

B2.05-3

The Consultant and respective Subconsultants shall visit the site to conduct field observations, at a minimum twice a week, 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 and/or Subconsultants 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 field inspections report it is asked to attend, as well as the distribution of the minutes. Consultant and Subconsultants 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 and his/her Subconsultants 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.

B2.05-4

The Consultant shall furnish the Town with a written report of all observations of the Work made by Consultant and require all Subconsultants to do same during each visit to the Project. The Consultant shall also note the general status and progress of the work. The Consultant shall submit the reports in a timely manner. The Consultant and the Subconsultants shall ascertain that the work is acceptable to the Town. Consultant shall assist the Town 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 Professional Services 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.

B2.05-5

1. Based on observations at the site and consultation with the Town, 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 Town 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 Town 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.

B2.05-6

The Town 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 Town 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 Town 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.

B2.05-7

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.

B2.05-8

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 construction documents shall not be authorized without concurrence of the Town. 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 any rejection.

B2.05-9

The Consultant shall initiate and prepare required documentation for changes as required by the Consultant's own observations or as requested by the Town, 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 Town, his/her recommendation or proposed action along with an analysis and/or study supporting such recommendation.

B2.05-10

The Consultant shall examine the work upon receipt of the Contractor's request for substantial completion inspection of the Project and shall, prior to acceptance by the Town, 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 Town 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 Town before final acceptance shall be issued to the Contractor.

Consultant shall attend a second substantial completion inspection if required.

B2.05-11

The Consultant shall review the Contractor's "as built" drawings and submit them to the Town upon approval by the Consultant. The Contractor is responsible for preparing the "as built" drawings.

B2.05-12

The Consultant shall furnish to the Town the original documents, including drawings, **revised to "as-built" conditions based on information furnished by the Contractor;** survey, and specific conditions. In preparing the "Record Set" 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 is 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 "Record Set".** 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 "Record Set" shall become the property of the Town. A reproducible set of all other final documents will be furnished to the Town free of charge by the Consultant. **█** The Consultant shall furnish to the Town one complete set of "Record Set Drawings", in Auto CADD Version 2007 or such other format acceptable to the Town.

B2.05-14

The Consultant shall prepare a statement of work completion and submit them to the Town and DERM.

B2.05-15

The Consultant shall assist the Town in the completion of the Contractor's performance evaluation during construction work and upon final completion of the Project.

B2.06 Time Frames for Completion.

Schedule 1 contains the timeframes for completion for each task.

Article B3 Additional Services**B3.01 General**

Services categorized below as "Additional Services" may be specified and authorized by Town and are normally considered to be beyond the scope of the Basic Services. Additional Services shall either be identified in a Work Order or shall be authorized by prior written approval of the Town Manager or Town Manager and will be compensated for as provided in the Agreement.

B3.02 Examples

Except as may be specified in this Agreement, Additional Services may include, but are not limited to the following:

B3.02-1

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

B3.02-2

Specialty Design: Any additional special professional services not included in the Scope of Services.

B3.02-3

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 Town'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.

B3.02-4

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 Town 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).

B3.02-5

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 Town in any proceeding during the course of this Agreement.

B3.02-6

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

B3.03 ADDITIONAL DESIGN

The Town may, at its option, elect to proceed with additional services relating to the Project.

Article B4 REIMBURSABLE EXPENSES

B4.01 GENERAL

Reimbursable Expenses cover those services and items authorized by Town in addition to the Basic and Additional Services and consist of actual, direct expenditures made by Consultant and the Subconsultant for the purposes listed below. Transportation, travel and per diem expenses within Dade, Broward, or Palm Beach Counties shall not be considered as reimbursable expenses under this Agreement.

B4.01-1

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

B4.01-2

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 the Town.

B4.01-3

Fees: All permit fees, review fees and other similar fees paid to regulatory agencies for approvals directly attributable to the Project.

B4.01-4

Surveys: Site surveys, tree survey, and special purpose surveys when pre-authorized by the Town.

B4.02 SUBCONSULTANT REIMBURSEMENTS

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

END OF SECTION

SECTION C COMPENSATION AND PAYMENTS

Article C1 Method of Compensation

The fees for Professional Services for the Project and each Work Order shall be determined by one of the following methods or a combination thereof, at the option of the Town Manager or designee, with the consent of the Consultant.

- a) A Lump Sum, which may include not to exceed components (See Section 0).
- b) An Hourly Rate, as defined 0in Section and at the rates set forth in Section
- c) A Percentage of Construction Cost, as defined in Section 0, solely with the written approval of the Town Manager

C1.01 Compensation Limits

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the Town under this Agreement shall be limited to the amount specified in Section A0 as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the Town 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 Town Code by the Town Manager or Town Council as applicable as an increase to the Agreement and put into effect via an Amendment to this Agreement.

C1.02 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 Town shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

Article C2 Wage Rates

C2.01 Fee Basis

All fees and compensation payable under this Agreement shall be formulated and based upon the certified negotiated Wage Rates. The Wage Rates are summarized in Schedule 2 incorporated herein by reference. Said Wage Rates are the effective hourly rates, as approved by the Town, of Consultant and Subconsultant 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.

C2.02 Employees and Job Classifications

Form SC 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 environmental specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Work, the Town reserves the right to recommend the use of Consultant employees at particular Wage Rate levels.

C2.03 Calculation

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for specific assignments and Work Orders as requested by Town. 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 Section B.

C2.05 Employee Benefits and Overhead

Regardless of the method of compensation elected herein, compensation paid by Town shall 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.

C2.06 Escalation

Where the services for construction administration Services exceed the time frame established **in the contractor's contract for completion of construction of the Project by more than ninety (90) days** or where the Town Manager determines that extenuation circumstances exist, the hourly rates depicted in Schedule 2, **Certified Wage Rates, may be adjusted at the Consultant's request** 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 index in effect at that time 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%) in any one year period.

Article C3 COMPUTATION OF FEES AND COMPENSATION

The Town 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:

C3.01 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 Town, to be mutually agreed upon in writing by the Town and the Consultant and stated in a Work Order. Lump Sum compensation is the preferred method of compensation.

C3.01-1 Lump Sum Fixed Fee: shall be the total amount of compensation where all aspects of Work are clearly defined, quantified and calculated.

C3.01-2 Guaranteed Maximum Lump Sum: shall be the total maximum fee amount payable by Town 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.

C3.01-3 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.

C3.01-4 If the Town 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.

C3.01-5 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** Town to perform all other services delineated in the Work Order. In either case, The Town shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum compensation amount stipulated.

C3.01-6 Lump Sum compensation shall be calculated by Consultant utilizing the Wage Rates established herein. Prior to issuing a Work Order, the Town may require Consultant to verify or justify its requested Lump Sum compensation.

C3.02 HOURLY RATE FEES

C3.02-1 Hourly Rate Fees shall be those rates for Consultant and Subconsultant employees identified in Schedule 2 Wage Rates. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the contract documents. The Town shall have no liability for any fee, cost or expense above this figure.

C-3.02-2 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 Work Order issuance. Hourly Rate Fees may be utilized for Additional Work that is similarly indeterminate. In such cases, the Town 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.

C3.03 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 Town and the Consultant and stated in a Work Order or Notice to Proceed

C3.03-1 Fee Computation:

C3.03-1(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.

C3.03-1(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.

C3.03-1(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 Town.

C3.03-2 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.

C3.03-3 Changes to Project Scope

If the Town 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.

C3.04 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 (above the quantities set forth in this Agreement), 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 Town at direct cost expended by the Consultant. Town authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

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

C3.05 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 Town Manager 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 Town as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the Town Manager and the Consultant.

C3.06 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 may be applicable.

C3.06-1 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.

C3.06-2 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 Town Manager for each additional service requested by the Town. 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 Town of Miami Lakes **regulations, including the Purchasing Ordinance, the Consultant's Competitive Negotiation Act**, and other applicable laws.

C3.06-3 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.

C3.07 Payment Exclusions

Consultant shall not be compensated by Town 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 Town.

C3.08 Fees Resulting From Project Suspension

If a project is suspended for the convenience of the Town 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 C4 Payments To The Consultant**C4.01 Payments Generally**

Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. Subconsultant fees and Reimbursable Expenses shall be billed to the Town in the actual amount paid by Consultant. Consultant shall utilize the Town standard Consultant Invoice Form that will be provided to the Consultant by the Project Manager.

C4.02 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.

C4.03 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 Town Manager, 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 and incurred by Subconsultants engaged on the Project. 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.

C4.04 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 Town Manager, 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 or costs incurred by 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.

C4.05 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 C5 Reimbursable Expenses

Article C5.01 General

Reimbursable Expenses are those items authorized by the Town 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 **Consultant's employees**, Subconsultants, and Special Subconsultants in the interest of the Work for the purposes identified below:

C5.01-1 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, Broward, and Palm Beach Counties. 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.

C5.01-2 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 or meals will not be reimbursed that result from travel within Miami-Dade, Broward or Palm Beach Counties.

C5.01-3 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.

C5.01-4 Reproduction, Photography

Cost of additional printing, reproduction or photography, required of Consultant to deliver Services.

C5.01-5 Permit Fees

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

C5.02 Reimbursements o Subconsultants

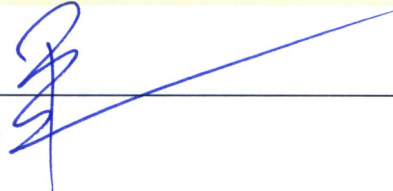
Reimbursable Subconsultant's expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Town Manager and subject to all budgetary limitations of the Town and requirements of 0 herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

Consultant, Chen Moore and Associates

Signature

Signature 

Print Name, Title

PETER MOORE, PRESIDENT

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Consultant Secretary
(Affirm Consultant Seal, if available)

ATTEST:

Tow of Miami Lakes, a municipal corporation of the State of Florida

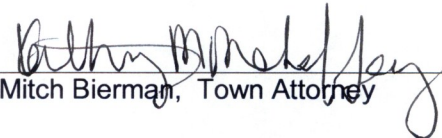


Marjorie Tejada, Town Clerk



Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



Mitch Bierman, Town Attorney

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Town Managers 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: _____

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

SECTION D – FORMS & SCHEDULES

Form SC - SUBCONSULTANTS

FIRM NAME	CONSULTING FIELD
Stoner and Associates	Surveying
Geotechnical	Nutting Engineers
Land Design South	Arborist

Form KS – KEY STAFF

NAME	JOB CLASSIFICATION
Peter Moore	Principal-in-Charge
Oscar Bello, P.E.	Sr. Project Manager
Jose Acosta, P.E.	Project Manager
Senior Engineer	
Project Engineer	
Sr. Construction Specialist	
Construction Specialist	
Senior Technician	
Technician	

SCHEDULE 1 – COMPENSATION & TIMEFRAME FOR COMPLETION SUMMARY

Major Task and/or Activity	Fee Amount	Time for Completion
Preliminary Tasks to Design		All tasks are concurrent
Route Survey -Lake Patricia	\$ 8,000.00	NTP + 2weeks
Route Survey - Additional Areas	\$ 9,500.00*	NTP + 2weeks
Geotechnical Investigation	\$ 3,000.00*	NTP + 2weeks
Utility Coordination and Schematic Design	\$ 9,500.00	NTP + 3weeks
Subtotal	\$29,400.00	
Design and Permitting		
50% &	\$15,500.00	NTP + 3weeks
Permitting	\$ 8,000.00	90 Days
Final Construction Documents		3weeks
Subtotal	\$23,500.00	
Construction Administration		
Bidding Assistance	\$ 3,000.00	30 days
Preconstruction	\$ 2,000.00	30 days
Construction Observation Services**	\$13,000.00	16 weeks
Project Closeout/Statement of Work	\$ 3,500.00	30 days
Completion		
Subtotal	\$21,500.00	
Total Basic Services	\$74,400	

*not to exceed reimbursable expense

**based on 16 weeks

SCHEDULE 2 - WAGE RATES SUMMARY

JOB CLASSIFICATION	NEGOTIATED HOURLY RATE
Technician	\$75.00
Senior Technician	\$85.00
Engineer	\$80.00
Construction Specialist	\$85.00
Senior Engineer	\$125.00
Project Engineer	\$90.00
Senior Construction Specialist	\$100.00
Senior Project Manager	\$125.00
Principal	\$175.00