



Joseph M. Centorino, Inspector General

TO: Honorable Mayor and Members of the City Commission
FROM: Joseph Centorino, Inspector General

DATE: August 21, 2024

PROJECT: Summary of Risk Assessment Activity and High-Risk Contracts
Summary Period: January 1, 2024, through July 31, 2024
OIG No.: 24-17

The Office of the Inspector General has a Contract Oversight function that may result in an audit, investigation or review of any procurement or resulting City contract. In connection with this oversight the OIG engages a certified Public Purchasing Officer (CPPO), Jill Klaskin Press, as a part-time Contract Oversight Specialist.

The Contract Oversight Specialist monitors the City's procurement process with the cooperation of the Procurement Department. The position provides general observation, oversight, and analysis of various aspects of the governmental contracting process, including bid process, evaluation, negotiations, and contract implementation. The primary objectives are to promote transparency and efficiency in the City's procurement process and to ensure that decisions are fair, objective, and without bias or prejudice toward any participant.

The OIG has developed a Risk Assessment Worksheet (RAW) tool to be initiated by a using department, whenever a solicitation is requested. This form is sent to the City's Procurement Department, and provides pertinent information related to nine risk factors about the nature and conditions of the project or program in question and the projected cost of the goods or services to be procured. For each contract with a dollar amount in excess of \$1,000,000 or that involves a project likely to be publicly debated or to result in publicity, the OIG calculates and applies assessment scores to rate the contract as having a high, medium or low risk level.

This Risk Assessment tool has assisted the OIG in determining where to focus its procurement and contract oversight.

When it is determined by the RAW that the solicitation indicates a "High Risk" score of 23 points or higher, the Contract Oversight Specialist notifies the Inspector General, the Procurement Director, Contracting Officer, and Supervisor of the findings. A high-risk score does not necessarily indicate that a solicitation will raise any issues but serves to indicate a solicitation that the OIG intends to follow. It also alerts the City Administration to high-risk contracts that may merit special managerial oversight.

After a contract has been identified as high risk, the City's Procurement Specialist retains the score sheet in the solicitation folder and notifies the OIG Contract Oversight Specialist of any addenda, meetings, protests, award, etc., regarding the solicitation. The OIG Contract Specialist may then follow the item through the procurement process by attending evaluation meetings and reviewing procurement documents. In the event of a bid protest or other complaint received by the OIG, the same scrutiny may be applied to medium or low risk procurements.

During the period of January 1, 2024, through July 31, 2024, the Procurement Department issued approximately 266 solicitations of which 26 were determined to have a value in excess of \$1,000,000. Of the 26 solicitations, 11 indicated a low-risk score, 3 indicated a medium risk score, and 12 indicated a high-risk score.

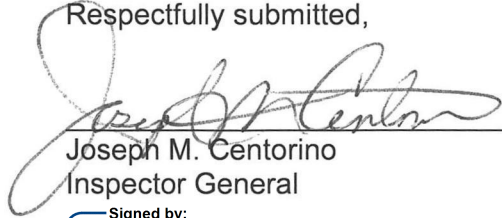
The solicitations identified as high-risk during the six-month period of the 2024 calendar year and their current status include the following:

- 1) (PW) 2024-044-ND -17th Street Right of Way
Status: In negotiation stage
- 2) (PW)2024-212-JP – 30" Subaqueous Water Main Replacement, under Collins Canal at 22nd & 23rd Street
Status: The project was initiated and then postponed in February due to funding. The project was initiated again in June and the draft is under review for release in collaboration with the Public Works Department
- 3) (PW) 2024-234-ND – Engineering Services for Seawalls and Living Shorelines
Status: Pending award.
- 4) (PW) 2024-238-LB – Sewer Pump Station 28 Rehabilitation
Status: Solicitation being drafted
- 5) (PD) 2024-274-KB - Speed Detection Systems for School Zones
Status: Evaluation Committee August 2, 2024
- 6) (CIP) 2024-381-ND – Flamingo Park Master Plan- Softball Field
Status: Solicitation being drafted
- 7) (CIP) 2024-435-ND – Miami New Drama Project.
Status: Solicitation being drafted.
- 8) (PW) 2024-458-ND – Citywide LED Lighting Upgrade Project
Status: Current bid opening date July 26, 2024.
- 9) (PW) 2024-481-JP – Sunset Island Main Water Main
Status: Solicitation draft is under review to be released pending additional information from the Public Works Department
- 10) (PW) 2024-511-JP – Water Main Replacement Project – Fire Flow Package 1
Status: Solicitation being drafted.

- 11) (PW) 2024-512-DF – Flamingo and City Center Main Fire Pkg. #2
Status: Solicitation is being drafted
- 12) (PW) 2024-524-DF – Engineering Design Services for Right of Way N. Beach Town Center
Status: Solicitation is being drafted

The worksheets for all risk assessments are public record and are available to anyone upon request.

Respectfully submitted,



Joseph M. Centorino
Inspector General

Signed by:



8/22/2024 | 8:35 AM EDT

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Jill Klaskin Press, CPPO
Contract Oversight Specialist

cc: Eric Carpenter, City Manager
David Martinez, Assistant City Manager
Kristy Bada, Interim Chief Procurement Officer

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**Request for
Issuance Approval**

Solicitation No.: 2024-435-ND	Solicitation Title: Miami Beach New Drama (CMAR)
Requesting Department: Capital Improvement Projects (CIP)	Department Lead for the Solicitation: Mohsen Shaban

MINIMUM ELIGIBILITY CRITERIA:

(Must be limited to objective considerations, such as licenses, certifications, etc.)
The CMAR must be licensed as a Certified General Contractor in the State of Florida, Division of Business and Professional Regulations. The CMAR must have completed construction for no less than six (6) similar projects, of which 3 (three) projects with similar procurement model (CMAR) and one (1) project with LEED Gold certification.

INTRODUCTION & BACKGROUND:

The City of Miami Beach (the Landlord) and the Miami New Drama (the Tenant) enter into a Lease Agreement for the ground floor of “Collins Park Parking Garage”, including the interior space, exterior terrace areas, and the to-be-constructed Buildout Improvement (approximately 16,000 square feet). The Buildout Improvements shall consist of a theater, including all applicable theatrical equipment, a cultural lobby/ lounge/ gallery, general use areas, rehearsal space, costume studio, office space, and a Café.

The City will be responsible for the funding of the construction, permitting, and the oversight of construction activities. The City will utilize “GMP” delivery method for the construction. This is a turnkey project that includes all furniture, fixtures, and equipment (FF&E).

The Miami New Drama is responsible for the selection and funding of the design, including the architect and engineer, and all architectural and engineering fees related in connection with the project.

SCOPE OF SERVICES & SPECIFICATIONS:

(Attach additional pages as necessary)
The services to be provided by the CMAR shall be performed essentially in two phases. Those two phases are the Pre-Construction Phase Services and Construction Phase Services, as follows:

Pre-Construction Phase Services:
The CMAR shall work with the Consultant in reviewing and developing the design and construction documents, taking into account the quality of the materials and equipment to ensure the most efficient design and minimum lifecycle cost. The CMAR shall provide information, estimates, and make recommendations regarding construction materials, equipment, methods, systems, phasing, and costs, and shall participate in design decisions to provide the highest quality within the budget and Project Schedule.

Construction Phase Services:
Construction Manager shall provide all management, supervision, manpower, equipment, tools, and all other necessary goods and services for the construction of the Project.

The Buildout Improvements shall consist of a 200-seat black box theater, including all applicable theatrical equipment to be utilized in connection with the use of the Premises, a cultural lobby/lounge/gallery, general use areas, rehearsal space, costume studio, office space, a stand-alone Cafe that may be operated independently and securely from the rest of the Facility, whether or not the rest of the Facility is open for business, and general purpose studio (collectively, the "Buildout Improvements").

The design/construction for the buildout improvements shall contain, as a minimum, the following elements:
 Approx. 3,300 sq. ft. 200-seat Studio theater
 Approx. 2,000 sq. ft. Multifunctional Lounge /Bookstore activation space
 Approx. 2,000 sq. ft. Cafe/Restaurant
 Approx. 3,000 sq. ft. Community Education and Rehearsal Studio
 Approx. 1,500 sq. ft. Costume Design Studio
 Approx. 1,500 sq. ft. Office Space

GMP_Agreement:

The Guaranteed Maximum Price construction contract and the schedule of values attached thereto or contained therein (collectively, the "GMP Agreement") shall: (i) contain a contingency line item equal to ten percent (10%) of the overall costs of the Buildout Improvements, and (ii) not exceed the amount of the allocated construction cost of \$4,750,000.00. In no event shall the use of the contingency cause the guaranteed maximum price ("GMP") to be exceeded, and the Contractor shall be solely responsible for all costs that exceed the GMP, without any reimbursement from the City.

Prior to the commencement of the Buildout improvements, the City shall cause the CMAR to buy-out, at a minimum, (i) each line item of the schedule of values which exceeds \$200,000.00 (and to the extent not exceeding \$200,000.00, each major trade within the schedule of values) and (ii) eighty percent (80%) of the overall project costs (schedule of values), with the cost of such bought-out line items being consistent with the approved project Budget.

SUSTAINABILITY/RESILIENCY REQUIREMENTS:

(Must be approved by the Chief Resiliency Officer)

The Parking Garage project was designed and constructed to meet the standards and requirements for sustainability and resilience codified in Chapter 133, City of Miami Beach Code of Ordinances, entitled "Sustainability and Resiliency", as may be amended from time to time. In addition, the Project building has been designed and constructed in accordance with the standards outlined in LEED Certification for Core and Shell version 4. The City pursued LEED Certification for Core & Shell version 4 at the Gold Level and Parksmart Certification 2.0 at the Gold Level. As such, all design criteria related to the Buildout Improvements identified herein must, comply in all material respects with the high performance and construction criteria outlined in attached Exhibit during space build-out, provided in all cases that such LEED Certification for the Project is maintained.

EVALUATION CRITERIA (Not applicable for ITBs)	
Criteria Sections	Points*
Proposer Qualifications	30
Scope of Services Proposed	20
Approach & Methodology	20
Financial Proposal	30
Total	100*

*After Evaluation Committee has completed its review of proposals, the Procurement Division will add for veteran's preference in accordance with the applicable ordinance.

EVALUATION COMMITTEE MEMBERS (Not applicable for ITBs)	
Members*	Alternates*
1.	1.
2.	2.
3.	3.
4.	
5.	

* Include name, title, organization and contact email of the individual

TENTATIVE CALENDAR:	
Release	
Proposer Conference	
Proposals Due	
Evaluation Committee	
Presentations	
Award	

TERM:			
Original:	X	Renewals:	

BUDGET:			
Budget Code:	N/A	Amount:	N/A
395-6901-069357-26-410-549-00-00-00-24124		\$4,750,000.00	

GRANT FUNDING:			
Is any portion of the project grant funded?	Yes/No: NO	If Yes, Account Code:	N/A
If Yes, what is the funding agency:			

COST PROPOSAL, If applicable:			

OIG – RISK ASSESSMENT:			
Question:	Department Response:	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	New project	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	This is for the CMR service for Miami Beach New Drama	(3)	3

Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	Performance Based	(1) (2) (3) (4)	1
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	Competitive Procurement	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	Licensure requirements	(2)	2
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	N/A	(6)	3
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.	N/A	(5)	0
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	Above \$1,000,000.00	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes	(2)	2
Jill Klaskin Press, CPPO 6/26/2024	TOTAL POINTS		21

**CONSTRUCTION ITB
REQUEST FOR ISSUANCE**

Solicitation No.: (To be Assigned by Procurement) 2024-381-ND	Solicitation Title: Flamingo Park Master Plan- Softball Field
Requesting Department: CIP	Project Manager: Orlando Maffei

MINIMUM ELIGIBILITY CRITERIA:

Licensing Requirements: Bidder shall be licensed in the State of Florida as a General Contractor to be considered for award and submit evidence of licensing with their bid.

Previous Experience of Bidder (Firm and/or its principal): Bidder and/or its principal must have successfully completed a minimum of two (2) projects of similar scope and budget within the last Ten (10) years. A project of similar scope and budget shall be defined as the construction of an artificial turf sport field with drainage, concrete, sports lighting and park lighting with a minimum construction cost of no less than \$2,500,000.00

Previous Experience of Bidder (Firm) Project Manager: Bidder’s Lead Project Manager must have a minimum of eight (8) years of experience in projects of similar scope and budget.

Previous Experience of Bidder (Firm) Superintendent: Bidder’s Superintendent must have a minimum of eight (8) years of experience in projects of similar scope and budget.

CONSTRUCTION SCHEDULE (Calendar Days):

Substantial Completion: 240 Days (8 Months)
Final Completion: 270 Days (9 Months)

BONDING INFORMATION:

5% Bid Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
100% Payment Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
100% Performance Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

BACKGROUND NARRATIVE:

Flamingo Park is a 36.53-acre park located within the boundaries of the Historic Flamingo Park neighborhood in South Beach. Inside the park there is an old softball field that needs renovations to maximize its use. This Softball Field is part of Flamingo Park Master Plan GOB Project and will be improved for the use of the community.

SCOPE OF SERVICES:

The scope of work consists in improvements to an existing softball field, including, but not limited to, upgraded drainage and regrading of field, new artificial turf, improvements to dugouts and bleachers, replacing existing fence with taller fences and netting, new sports lighting and park lighting, new landscaping, replacing concrete sidewalks for people & vehicles and placement of bollards.

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TENTATIVE ITB CALENDAR:

ITB Issued (6 weeks out from receipt of scope issuance form)	
Pre-Bid Conference (7-14 days from issue date)	
Last Day for Receipt of Questions (10 days from bid due date)	
Bid Due (30-45 days from issue date)	
Projected Recommendation to City Commission (refer to commission deadlines)	

LIQUIDATED DAMAGES:

<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Amount:	\$1,000.00/calendar day to Substantial Completion \$1,000.00/calendar day to Final Completion
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GRANT FUNDING:

Is any portion of the project grant funded?	Yes/No: No	If Yes, Account Code:	N/A
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MAJOR CONSTRUCTION PROJECT APPROVAL
([MANAGEMENT POLICY FOR INTERNAL CONTROLS SECTION 2.2](#))

DEPARTMENT PROJECT NUMBER(S):
(IF APPLICABLE)

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ARCHITECT/ENGINEER CONSTRUCTION COST ESTIMATE:

\$5,483,318.00

ESTIMATED BUDGET AMOUNT:

\$5,483,318.00

CONSTRUCTION (ONLY) FUNDS AVAILABLE:

	FUNDS AVAILABLE	ACCOUNT NO.
1	12,375,021	391-0820-069357-26-410-546-00-00-00-21518
2		
3		
4		
5		
6		
7		
TOTAL:		

APPROVALS:

I. Construction documents have been completed and submitted to the Procurement Department for inclusion in the solicitation. Required for all construction projects.	Department Director:
II. The Budget Department has confirmed the availability of funding for the construction phase. Required for all construction projects.	Budget:
III. For projects with an estimated construction cost greater than \$5 million, an independent cost estimate has been completed and submitted to the Procurement Department.	Procurement:

OIG – RISK ASSESSMENT:

QUESTION	DEPARTMENT RESPONSE	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	New Contract	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	This is a softball field renovation with drainage, landscaping, site lighting and sidewalk improvements.	(3)	3
Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	Performance Based	(1) (2) (3) (4)	1
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	Competitive Procurement	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	Florida General Contractor's License	(2)	2
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	Project has been debated and generated positive opinions in the Community.	(6)	5
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.	Project is part of the Flamingo Park Master Plan.	(5)	3
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	\$1,000,000 and above	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes	(2)	2
Jill Klaskin Press, CPPO 6/4/2024	TOTAL POINTS		26

**Request for
Issuance Approval**

Solicitation No.: <i>TBD by Procurement Dept. 2024-274-DF</i>	Solicitation Title: Speed Detection Systems for School Zones
Requesting Department: Police Department	Department Lead for the Solicitation:

MINIMUM ELIGIBILITY CRITERIA:

(Must be limited to objective considerations, such as licenses, certifications, etc.)

INTRODUCTION & BACKGROUND:

The City of Miami Beach is seeking proposals to implement school zone speed detection systems in accordance with Florida State Statute 316.0776, 316.008(9)(a) and City of Miami Beach Ordinance XXXX and all applicable other laws, ordinances, and administrative orders.

SCOPE OF SERVICES & SPECIFICATIONS:

(Attach additional pages as necessary)

The vendor will supply a school zone detection system (SDS) for an initial six (6) locations identified through the city’s traffic consultant with a potential additional locations at a later date. The system must be exclusively funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The program must be fully operational by XXXXXXX. The vendor is responsible for ensuring the program meets and maintains compliance with all local, state, and federal laws.

Specifications:

- Vendor performs all necessary needs testing.
- Vendor provides and installs all signage and equipment related to the program.
- Vendor maintains all equipment, documentation, certifications, and permissions related to the program.
- Vendor provides system training to the police department at no cost.
- Vendor provides the police department with the ability to review stored footage (minimum 45 days).
- Vendor provides the police department with the ability to live stream video from the ONVIF camera feeds into the City’s Video Management System.
- Vendor provides software for the approval and management of citations, review of video, and input of “hot list” data.
- Vendor provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high-definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Ability to merge automated license plate readers data with Motorola Vigilant/Axon/Flock/Genetec database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.
- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Vendor provides all necessary documentation of certifications, citations, and evidence needed for court hearings.

- The service contract with the City of Alpharetta must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Vendor is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.

SUSTAINABILITY/RESILIENCY REQUIREMENTS:

(Must be approved by the Chief Resiliency Officer)

EVALUATION CRITERIA (Not applicable for ITBs)	
Criteria Sections	Points*
Proposer Qualifications	
Scope of Services Proposed	
Approach & Methodology	
Financial Proposal	
Total	100*

*After Evaluation Committee has completed its review of proposals, the Procurement Division will add for veteran's preference in accordance with the applicable ordinance.

EVALUATION COMMITTEE MEMBERS (Not applicable for ITBs)	
Members*	Alternates*
1. Police Lieutenant Joaquin Rodriguez	1. Officer Alan Chin
2. Budget Officer Richard Ajami	2. Sgt. Anthony Loperfido
3. Detective Alejandro Mouro	3. Lieutenant Grant Reid
4. Asst. Director Otniel Rodriguez	
5. Chief Technology Officer Ozzie Macias	

* Include name, title, organization and contact email of the individual

TENTATIVE CALENDAR:	
Release	
Proposer Conference	
Proposals Due	
Evaluation Committee	
Presentations	
Award	

TERM:			
Original:		Renewals:	

BUDGET:			
Budget Code:	N/A	Amount:	N/A

GRANT FUNDING:			
Is any portion of the project grant funded?	Yes/No:	If Yes, Account Code:	
If Yes, what is the funding agency:			

COST PROPOSAL, If applicable:			

OIG – RISK ASSESSMENT:			
Question:	Department Response:	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	This is a new program based on new state legislation.	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	The program is to install, maintain, and administer a school speed zone program in accordance with state law and local ordinances.	(3)	3

Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	Revenue generating.	(1) (2) (3) (4)	4
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	Competitive Procurement	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	No.	(2)	0
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	The project may be publicly debated.	(6)	5
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.	No.	(5)	0
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	Unknown amount.	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Unknown.	(2)	1
Jill Klaskin Press, CPPO 2/21/2024	Total Points		23

MIAMI BEACH

PROCUREMENT DEPARTMENT

CONSTRUCTION ITB REQUEST FOR ISSUANCE

Solicitation No.: (To be Assigned by Procurement) 2024-458-ND	Solicitation Title: CITYWIDE LED LIGHTING UPGRADE PROJECT SMART LIGHTING PHASE 1C
Requesting Department: Public Work Department	Project Manager: Arturo Carrocera (Construction)

MINIMUM ELIGIBILITY CRITERIA:

- A. Prime Contractor must be a State of Florida Licensed and Certified General Contractor with a minimum of five (5) years' experience in FDOT construction and repair of lighting and roadway projects. Contractor shall be certified under FDOT Class "Electrical Work".
- B. Bidder must have completed a total of three (3) projects of similar scope (construction, repair, or replacement of Lighting fixtures). and budget within the last five (5) years, two (2) of which must be successfully completed, the third of which may be ongoing. City of Miami Beach experience is preferred.
- C. Bidder's Project Manager and Superintendent for this Project must have completed at least two (2) projects with hard construction costs of at least \$1.5 Million.

Substantial Completion: 365 Days
Final Completion: 40 Days

BONDING INFORMATION:

5% Bid Bond:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
100% Payment Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
100% Performance Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

BACKGROUND NARRATIVE:

Phase 1C, the current stage of the project, has the specific objective to upgrade approximate 1000's luminaires throughout Miami Beach, constrained by the project budget allocated for this phase's construction. This phase aims to maximize the city's budget to achieve the largest number of lighting improvements possible without the addition of new light poles infrastructure. A significant feature of this phase is the inclusion of city approved Lighting Management System control nodes, enabling offsite monitoring and control of the lighting assets to improve city operations and maintenance. This phase builds upon continuous improvements across the city, where multiple fixtures, including those in city parks, parking lots, and neighborhoods, have already been upgraded to LED to address known deficiencies and enhance safety and operations. The current phase focuses on areas not yet updated to LED, with prioritization given to locations identified by the city based on the preliminary citywide study conducted (Citelum Report), which pinpointed the lighting compliance and deficient areas throughout the city. For better understanding and organization, the city has been divided this project into different neighborhoods, each with varying degrees of priority for lighting upgrades (see Appendix E "Prioritization Map"). The identified neighborhoods and sub- neighborhoods for this project include:

- Flamingo Lumus
- Bayshore (Palm View & Central Bayshore S.)
- City Center
- La Gorce (Upper N. Bay Rd & Alison Island)

SCOPE OF SERVICES:

This project work primarily consists of replacement of existing approximate 1000's luminaires with new LED Luminaires and existing LED luminaires to remain and some electrical components. Part of the scope of work will include repairs at existing light pole locations and replacement or installation of various load centers. The Smart Lighting Component will be provided by the contractor.

- CMB R/W Permit
- CMB Electrical Building Permit.

TENTATIVE ITB CALENDAR:

ITB Issued (6 weeks out from receipt of scope issuance form)	
Pre-Bid Conference (7-14 days from issue date)	
Last Day for Receipt of Questions (10 days from bid due date)	
Bid Due (30-45 days from issue date)	
Projected Recommendation to City Commission (refer to commission deadlines)	

LIQUIDATED DAMAGES:

X YES <input type="checkbox"/> NO	Amount:	\$2,397.26 / Per Day The Liquidated Damages was calculated based on 25% of 3.5 million construction cost divided by the contract substantial completion (365 Days)
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GRANT FUNDING:

Is any portion of the project grant-funded?	Yes/No:	If Yes, Account Code:	
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RIGHT TO KNOW:

Is this a "Residents' Right to Know" project?	X YES <input type="checkbox"/> NO
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Continued on the following page.

MAJOR CONSTRUCTION PROJECT APPROVAL
([MANAGEMENT POLICY FOR INTERNAL CONTROLS SECTION 2.2](#))

DEPARTMENT PROJECT NUMBER(S):
(IF APPLICABLE)

64918 / 67319 / 27800

ARCHITECT/ENGINEER CONSTRUCTION COST ESTIMATE:

3.5 million

ESTIMATED BUDGET AMOUNT:

3.6 million

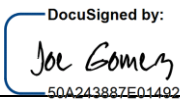


CONSTRUCTION (ONLY) FUNDS AVAILABLE:

FUNDS AVAILABLE

ACCOUNT NO.

1	\$401,000.00	64918- CONST, SVCS-LIGHTING – 307 / 307-0810-000342-29-400-592-00-00-00-64918
2	\$1,000.00	64918 – CONST, SVCS-LIGHTING – 306 / 306-1720-000342-00-400-592-00-00-00-64918
3	\$1,000.00	64918- CONST, SVCS-LIGHTING - - 305/ 305-0810-000342-29-400-592-00-00-00-64918
4	\$2,815,846.82	67319 – CONT, SVCS-LIGHTING –392 / 392-0840-000342-29-401-521-00-00-00-67319
5	\$423,613.98	27800 -CONSTRUCT -LIGHTING -306 / 306-0840-069357-00-410-000-00-00-00-27800
TOTAL:	\$3,642,460.80	

APPROVALS:

I. Construction documents have been completed and submitted to the Procurement Department for inclusion in the solicitation. <u>Required for all construction projects.</u>	Department Director: 
II. The Budget Department has confirmed the availability of funding for the construction phase. <u>Required for all construction projects.</u>	Budget:  
III. <u>For projects with an estimated construction cost greater than \$5 million,</u> an independent cost estimate has been completed and submitted to the Procurement Department.	Procurement: N/A Estimate Construction Cost is less than \$5 million.

Continued on the following page.

OIG – RISK ASSESSMENT:

QUESTION	DEPARTMENT RESPONSE	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	Yes, this is a new program	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	The work can be complex, depend on existing utilities and unforeseen conditions.	(3)	3
Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	Performance Based	(1) (2) (3) (4)	3
Contract will be awarded for this project utilizing: 1. Competitive Procurement	Competitive Procurement	(2)	3

2. Non-competitive or Sole Source		(3)	
Vendors for this/these services must maintain accreditation or licensure requirements.	Yes, Vendor for this/these services must maintain accreditation or licensure requirements.	(2)	3
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.		(6)	3
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.		(5)	3
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	The project cost amount will be \$3.5 Million	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes, the Vendor will be allowed to Subcontract 30 % of the activities of this project.	(2)	2
Jill Klaskin Press, CPPO 6/17/2024	TOTAL POINTS		28

End of form.

MIAMI BEACH

PROCUREMENT DEPARTMENT

Construction ITB Request for Issuance

Solicitation No.: (To be Assigned by Procurement) 2024-212-JP	Solicitation Title: Subaqueous Water Main Replacement, under Collins Canal at 22 nd & 23 rd Street
Requesting Department: Public Works	Project Manager: Raul Cabrera

MINIMUM ELIGIBILITY CRITERIA:
Licensed General Contractor OR Licensed Underground Utility Contractor

CONSTRUCTION SCHEDULE (Calendar Days):
Substantial Completion: TBD - Ask Ardurra
Final Completion: Substantial + 60 days

BONDING INFORMATION:
5% Bid Bond: X YES <input type="checkbox"/> NO
100% Payment Bond: X YES <input type="checkbox"/> NO
100% Performance Bond: X YES <input type="checkbox"/> NO

BACKGROUND NARRATIVE:
The City of Miami Beach approved the implementation of capital improvements in accordance with the City's Water Master Plan (2019).
In accordance with recommendations in the City's Water Master Plan, the scope of this project is to install new potable water pipelines across Collins Canal at 22 nd Street and 23 rd Street, and associated improvements. The project includes pipelines of varying diameter (4" to 24") and material types (ductile iron and HDPE), and the construction method includes both horizontal direction drill (HDD) and open cut.

SCOPE OF SERVICES:
The Work set forth within these Contract Documents includes the furnishing of all labor, materials, equipment, services, and incidentals necessary to complete the required work.

TENTATIVE ITB CALENDAR:
ITB Issued
Pre-Bid Conference
Last Day for Receipt of Questions
Bid Due
Projected Recommendation to City Commission

LIQUIDATED DAMAGES
X YES <input type="checkbox"/> NO Amount: \$2,650/day

BUDGET:	
Budget Code:	Estimated Amount: \$ 2,922,057

GRANT FUNDING:

Is any portion of the project grant funded?	Yes/No: No	If Yes, Account Code:	28520 -CONSTRUCT -UTILITIES - 418 / 418-0815-069357-29- 418-561-00-00-00-28520
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OIG – RISK ASSESSMENT:

Question:	Department Response:	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	This is a new service.	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	Yes. See background narrative.	(3)	3
Payment method to be used: 1. Performance-Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	1. Performance-Based	(1) (2) (3) (4)	1
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	1. Competitive Procurement	(2) (3)	1
Vendors for this/these services must maintain accreditation or licensure requirements.	Licensed General Contractor OR Licensed Underground Utility Contractor	(2)	2
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	No	(6)	0
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.	This project was included in the City's Water Master Plan. There are inherent financial risks in any construction project. There are environmental risks due to work taking place underneath Collins Canal.	(5)	5
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	1. \$1,000,000 and above.	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes.	(2)	2
Jill Klaskin Press, CPPO 1/5/2024	TOTAL POINTS		22

**Request for
Issuance Approval**

Solicitation No.: 2024-234-ND	Solicitation Title: Engineering Services for Seawalls and Living Shorelines
Requesting Department:	Department Lead for the Solicitation:

MINIMUM ELIGIBILITY CRITERIA:

(Must be limited to objective considerations, such as licenses, certifications, etc.)

INTRODUCTION & BACKGROUND/PURPOSE:

SCOPE OF SERVICES & SPECIFICATIONS:

(Attach additional pages as necessary)

SUSTAINABILITY/RESILIENCY REQUIREMENTS:

(Must be approved by the Chief Resiliency Officer)

EVALUATION CRITERIA (Not applicable for ITBs)	
Criteria Sections	Points*
Proposer Qualifications	
Scope of Services Proposed	
Approach & Methodology	
Financial Proposal	
Total	100*

*After Evaluation Committee has completed its review of proposals, the Procurement Division will add for veteran's preference in accordance with the applicable ordinance.

EVALUATION COMMITTEE MEMBERS (Not applicable for ITBs)	
Members*	Alternates*
1. Building (Ana to provide member)	1.Nestor Navarro
2. Teresa Kaimrajh (PW)	2.Eugene Egemba
3. Precht, Lindsey	3.Environmental to provide
4. Matthew LePera	
5. CIP to provide	

* Include name, title, organization and contact email of the individual

TENTATIVE CALENDAR:	
Release	
Proposer Conference	
Proposals Due	
Evaluation Committee Presentations	
Award	

TERM:			
Original:		Renewals:	

BUDGET:			
Budget Code:	433-0815-061357-29-418-564-00-00-00-29020	Amount:	TBD

GRANT FUNDING:			
Is any portion of the project grant funded?	Yes/No:	If Yes, Account Code:	
If Yes, what is the funding agency:	We have not identified grants at this time, but we may obtain grants in the future		

COST PROPOSAL, If applicable:			

OIG – RISK ASSESSMENT:			
Question:	Department Response:	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	This is a new solicitation	(3)	3

Statement of Work is complex – there are multiple components to the service to be provided.	This RFQ is related to design, permitting and limited construction inspections for Seawalls and Living shorelines	(3)	3
Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	Fee for services	(1) (2) (3) (4)	2
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	Competitive Procurement	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	License is required	(2)	2
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	Some of the upcoming project will be presented to the public for input.	(6)	6
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.	This project is part of City's resiliency efforts to combat sea level rise and protecting public welfare	(5)	4
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	We may have different amounts, including project above \$1 million dollars	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes.	(2)	2
Jill Klaskin Press, CPPO 2/6/2024	TOTAL POINTS		29

**Construction ITB
Request for Issuance**

Solicitation No.: (To be Assigned by Procurement) 2024-238-LB	Solicitation Title: Sewer Pump Station 28 Rehabilitation
Requesting Department: City of Miami Beach Public Works Department	Project Manager: Omar Mendoza, PE, CGC

MINIMUM ELIGIBILITY CRITERIA:

Florida Licensed General Contractor Florida Licensed Underground Utility Contractor
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CONSTRUCTION SCHEDULE (Calendar Days):

Substantial Completion: 654
Final Completion: 90

BONDING INFORMATION:

5% Bid Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
100% Payment Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
100% Performance Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

BACKGROUND NARRATIVE:

The scope of work for this project is outlined in the City's Sewer Master Plan dated October 2019, project S-28.

Sewer Pump Station (PS) 28 is owned and operated by the City of Miami Beach (CITY). The station is located at 300 West 28th Street, Miami Beach, Florida. The PS 28 lift station collects flow from its own collection basin as well as two upstream pump stations, PS 13 and 14. Wastewater entering the station from the gravity collection system must past through the influent screening structure, which is located on the east side of the station. The gravity influent to the structure comes from 30-inch and 24-inch lines that enter the structure on its east side from the north and south, respectively. Flow channels divert the entering flow through a comminutor (channel grinder) prior to enter the station's wet well via a 30-inch influent line. Once in the wet well, a triplex lift station consisting of three 200 horsepower (HP) (two in operation, one standby unit) pumps, pump the gravity influent into the 36-inch discharge header associated with the booster pumps.

Additionally, PS 28 is equipped with booster pumps that boost the flows generated by PS 15, 18, 27, and 29. The 42-inch influent force main feeding the booster pumps enters the station on the east side of the dry well. Similar to the lift station, the booster station is a triplex configuration. The 350 HP booster pumps discharge into the 36-inch header to which the lift station is manifolded. Wastewater from the booster/lift station is pumped southward via a 30-inch force main to the south end of the island, where it exits the City through Miami-Dade Water and Sewer Department (MDWASD) Meter No. M-29 discharging to the Central District Wastewater Treatment Plant (CDWWTP) for treatment and disposal.

The work includes the complete rehabilitation of the pump station building and demolition and construction of a new electrical building, including but not limited to the demolition of the existing electrical building, interior demolition of the pump station building, complete replacement of all pumps piping and appurtenances, install new generator and fuel tank, new odor control, new ventilation / AC (HVAC) system, improve site accessibility, electrical, plumbing, instrumentation and site work, storm proof and rehabilitate the pump station by installing watertight hatches and hurricane proof windows and doors, perform all structural and ancillary work as necessary to maintain the structural integrity and prevent water intrusion to the buildings, and the complete replacement of about 445 LF 30" DIP discharge force main via open cut.

SCOPE OF SERVICES:

The Work set forth within these Contract Documents includes the furnishing of all labor, materials, equipment, services, and incidentals necessary to complete the required work described here including all appurtenant work, complete, tested, and ready for operation, including temporary utilities and facilities as required, all surveying work for layout construction and as-builts, all in conformance with these Contract Documents and City of Miami Beach Public Works Standards.

TENTATIVE ITB CALENDAR:

ITB Issued	2/1/2024
Pre-Bid Conference	2/8/2024
Last Day for Receipt of Questions	2/16/2024
Bid Due	3/1/2024
Projected Recommendation to City Commission	3/13/2024

LIQUIDATED DAMAGES

<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Amount:	\$7,742.00
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BUDGET:

Budget Code:	419-0815-069357-29-418-000-00-00-00-20619 418-0815-069357-00-418-561-00-00-00-20619	Estimated Amount:	\$ 26,300,000.00
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GRANT FUNDING:

Is any portion of the project grant funded?	Yes/No: Yes	If Yes, Account Code:	146-0816-069357-00-410-561-00-00-00-51322
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OIG – RISK ASSESSMENT:

Question:	Department Response:	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	This is a new service.	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	Project consists in the complete rehabilitation of the Pump Station and full demolition and construction of a new Electrical Building.	(3)	3
Payment method to be used: 1. Performance-Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	1. Performance-Based.	(1) (2) (3) (4)	3
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	1. Competitive Procurement.	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	Yes – Licensed Underground Utility Contractor	(2)	2

Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	The community was already notified of the construction activities that are expected as part of this project.	(6)	3
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.	Project was included in the 5-year Capital Sewer Master Plan S-28.	(5)	5
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	1. The project estimated amount is \$ 26,300,000.00	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes.	(2)	2
Jill Klaskin Press, CPPO 1/23/2024	TOTAL POINTS		28

OIG - RISK ASSESSMENT:

QUESTION	DEPARTMENT RESPONSE	Possible Risk Points:	Points Assigned:
This is a new program or service or has revised changes to a previous contract/solicitation.	This is a new program.	{3}	3
Statement of Work is complex - there are multiple components to the service to be provided.	Medium complexity water and sewer "Infrastructure project.	(3)	2
Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	Performance based contract	(1) (2) (3) (4)	1
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	Competitive procurement	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	Yes, they must hold contractor licensur. We will allow both General Contractors and underground Contractors.	(2)	2
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	This requires protection of the . waterway/water quality. Pollution control measures must be in place.	{6}	0
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.	This is a Capital Improvement project. It does not pose a financial or environmental risk.	(S)	0
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	Project Cost \$3,400,000.00	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of his project.	Yes, Vendor will be allowed to subcontract 30% of the work.	(2)	2
Jill Klaskin Press, CPPO 6/24/2024	TOTAL POINTS		17

MIAMI BEACH
PROCUREMENT DEPARTMENT

**CONSTRUCTION ITB
 REQUEST FOR ISSUANCE**

Solicitation No.: (To be Assigned by Procurement) 2024-511-JP	Solicitation Title: Water Main Replacement Project – Fire Flow Package 1
Requesting Department: Public Works	Project Manager: Arturo Carrocera

MINIMUM ELIGIBILITY CRITERIA:

Licensed General Contractor OR Licensed Underground Utility Contractor

CONSTRUCTION SCHEDULE (Calendar Days):

Substantial Completion: 290
Final Completion: 355

BONDING INFORMATION:

5% Bid Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
100% Payment Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
100% Performance Bond:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

BACKGROUND NARRATIVE:

The scope of work for this project is identified in the City’s Water System Master Plan (2019) as projects W-14, W-15, and W-26. The work includes installation of approximately 7,650 linear feet of water main, up to 16-inch diameter.

SCOPE OF SERVICES:

The Work set forth within these Contract Documents includes the furnishing of all labor, materials, equipment, services, and incidentals necessary to complete the required work.

TENTATIVE ITB CALENDAR:

ITB Issued (6 weeks out from receipt of scope issuance form)	
Pre-Bid Conference (7-14 days from issue date)	
Last Day for Receipt of Questions (10 days from bid due date)	
Bid Due (30-45 days from issue date)	
Projected Recommendation to City Commission (refer to commission deadlines)	

LIQUIDATED DAMAGES:

<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Amount:	
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GRANT FUNDING:

Is any portion of the project grant-funded?	Yes/No: No	If Yes, Account Code:	
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RIGHT TO KNOW:

Is this a “Residents’ Right to Know” project?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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Continued on the following page.

MAJOR CONSTRUCTION PROJECT APPROVAL
(MANAGEMENT POLICY FOR INTERNAL CONTROLS SECTION 2.2)

DEPARTMENT PROJECT NUMBER(S): (IF APPLICABLE)
51-002

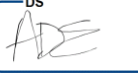
ARCHITECT/ENGINEER CONSTRUCTION COST ESTIMATE:
\$4,795,698

ESTIMATED BUDGET AMOUNT:
\$4,795,698

CONSTRUCTION (ONLY) FUNDS AVAILABLE:		
	FUNDS AVAILABLE	ACCOUNT NO.
1	\$4,795,698	Subject to approval of the 8 th Capital Budget Amendment
2		
TOTAL:	\$4,795,698	

APPROVALS:	
I. Construction documents have been completed and submitted to the Procurement Department for inclusion in the solicitation. <i>Required for all construction projects.</i>	Department Director: DocuSigned by: <i>Bradford Kaine</i> <small>24886B4090DA444...</small>
II. The Budget Department has confirmed the availability of funding for the construction phase. <i>Required for all construction projects.</i>	Budget: DocuSigned by: <i>Tamika Otto Stewart</i> <small>920B4A610EE1463...</small>
III. <i>For projects with an estimated construction cost greater than \$5 million,</i> an independent cost estimate has been completed and submitted to the Procurement Department.	Procurement:

DS


DS


Continued on the following page.

OIG – RISK ASSESSMENT:

QUESTION	DEPARTMENT RESPONSE	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	This project was previously bid as ITB 2023-063-LB. The engineer has revised the plans and specifications to address questions received as part of the RFI from contractors.	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	Replacement of water mains to meet desired fire flow pressures.	(3)	2
Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	1. Performance-based	(1) (2) (3) (4)	1
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	1. Competitive Procurement	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	Yes	(2)	2
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	The community will be notified of the construction activities that are expected as part of this project.	(6)	5
This project represents a significant portion of the City’s comprehensive plan and poses a financial or environmental risk.	Project is to ensure proper fire flow pressures within the areas being improved in the City Center neighborhood, as recommended in the City’s Water System Master Plan.	(5)	2
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	1. \$1,000,000 and above.	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes	(2)	2
Jill Klaskin Press, CPPO 7/18/2024	Total Points		24

End of form.

MIAMI BEACH

PROCUREMENT DEPARTMENT

CONSTRUCTION ITB REQUEST FOR ISSUANCE

Solicitation No.: (To be Assigned by Procurement) 2024-512-DF	Solicitation Title: Water Main Replacement Project – Fire Flow Package 2
Requesting Department: Public Works	Project Manager: Arturo Carrocera

MINIMUM ELIGIBILITY CRITERIA:

Licensed General Contractor OR Licensed Underground Utility Contractor

CONSTRUCTION SCHEDULE (Calendar Days):

Substantial Completion: 290
Final Completion: 355

BONDING INFORMATION:

5% Bid Bond:	X YES <input type="checkbox"/> NO
100% Payment Bond:	X YES <input type="checkbox"/> NO
100% Performance Bond:	X YES <input type="checkbox"/> NO

BACKGROUND NARRATIVE:

The scope of work for this project is identified in the City’s Water System Master Plan (2019) as projects W-16, W-17, W-19, W-21, W-23, W-24, W-25, and W-28. The work includes installation of approximately 6,020 linear feet of water main, up to 16-inch diameter.

SCOPE OF SERVICES:

The Work set forth within these Contract Documents includes the furnishing of all labor, materials, equipment, services, and incidentals necessary to complete the required work.

TENTATIVE ITB CALENDAR:

ITB Issued (6 weeks out from receipt of scope issuance form)	
Pre-Bid Conference (7-14 days from issue date)	
Last Day for Receipt of Questions (10 days from bid due date)	
Bid Due (30-45 days from issue date)	
Projected Recommendation to City Commission (refer to commission deadlines)	

LIQUIDATED DAMAGES:

X YES <input type="checkbox"/> NO	Amount:		
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GRANT FUNDING:

Is any portion of the project grant-funded?	Yes/No: No	If Yes, Account Code:	
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RIGHT TO KNOW:

Is this a “Residents’ Right to Know” project?	X YES <input type="checkbox"/> NO
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Continued on the following page.

MAJOR CONSTRUCTION PROJECT APPROVAL
(MANAGEMENT POLICY FOR INTERNAL CONTROLS SECTION 2.2)

DEPARTMENT PROJECT NUMBER(S): (IF APPLICABLE)
51-003

ARCHITECT/ENGINEER CONSTRUCTION COST ESTIMATE:
\$3,872,693

ESTIMATED BUDGET AMOUNT:
\$3,872,693

CONSTRUCTION (ONLY) FUNDS AVAILABLE:		ACCOUNT NO.
	FUNDS AVAILABLE	
1	\$3,872,693	Subject to approval of the 8 th Capital Budget Amendment
2		
TOTAL:	\$3,872,693	

APPROVALS:	
I. Construction documents have been completed and submitted to the Procurement Department for inclusion in the solicitation. <i>Required for all construction projects.</i>	Department Director: DocuSigned by: <i>Bradford Kaine</i> 24685849D0DA444...
II. The Budget Department has confirmed the availability of funding for the construction phase. <i>Required for all construction projects.</i>	Budget: DocuSigned by: <i>Tamika Otto Stewart</i> 920B4A610EE1463...
III. <i>For projects with an estimated construction cost greater than \$5 million,</i> an independent cost estimate has been completed and submitted to the Procurement Department.	Procurement:

DS


DS


Continued on the following page.

OIG – RISK ASSESSMENT:

QUESTION	DEPARTMENT RESPONSE	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)
This is a new program or service or has revised changes to a previous contract/solicitation.	This project was previously bid as ITB 2023-059-DF. The engineer has revised the plans and specifications to address questions received as part of the RFI from contractors.	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	Replacement of water mains to meet desired fire flow pressures.	(3)	1
Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	1. Performance-based	(1) (2) (3) (4)	1
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	1. Competitive Procurement	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	Yes	(2)	2
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	The community will be notified of the construction activities that are expected as part of this project.	(6)	5
This project represents a significant portion of the City’s comprehensive plan and poses a financial or environmental risk.	Project is to ensure proper fire flow pressures within the areas being improved in the City Center neighborhood, as recommended in the City’s Water System Master Plan.	(5)	1
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	1. \$1,000,000 and above.	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes	(2)	2
Jill Klaskin Press, CPPO 7/22/2024	Total Points		22

End of form.

**Request for
Issuance Approval**

Solicitation No.: 2024-524-DF	Solicitation Title: ENGINEERING DESIGN SERVICES FOR RIGHT OF WAY IMPROVEMENTS IN THE NORTH BEACH TOWN CENTER
Requesting Department: Public Works	Department Lead for the Solicitation: Giancarlo Pena

MINIMUM ELIGIBILITY CRITERIA:

(Must be limited to objective considerations, such as licenses, certifications, etc.)

Refer to RFP 2022-307-ND for information.

INTRODUCTION & BACKGROUND/PURPOSE:

Refer to RFP 2022-307-ND for information.

SCOPE OF SERVICES & SPECIFICATIONS:

(Attach additional pages as necessary)

Refer to RFP 2022-307-ND for information.

SUSTAINABILITY/RESILIENCY REQUIREMENTS:

(Must be approved by the Chief Resiliency Officer)

--

EVALUATION CRITERIA (Not applicable for ITBs)	
Criteria Sections	Points*
Proposer Qualifications	
Scope of Services Proposed	
Approach & Methodology	
Financial Proposal	
Total	100*

*After Evaluation Committee has completed its review of proposals, the Procurement Division will add for veteran's preference in accordance with the applicable ordinance.

EVALUATION COMMITTEE MEMBERS (Not applicable for ITBs)	
Members*	Alternates*
1. Giancarlo Pena	1. Cristina Ortega
2. Ghassan Choueiry	2. Maria Cerna
3. David Gomez	3. Lindsey Precht
4. Amy Knowles	
5.	

* Include name, title, organization and contact email of the individual

TENTATIVE CALENDAR:	
Release	
Proposer Conference	
Proposals Due	
Evaluation Committee	
Presentations	
Award	

TERM:			
Original:		Renewals:	

BUDGET:			
Budget Code:		Amount:	
303-0815-061357-29-410-561-00-00-00-50323		\$7,346,180.54	

GRANT FUNDING:			
Is any portion of the project grant funded?	Yes/No:	If Yes, Account Code:	303-0815-061357-29-410-561-00-00-00-50323
If Yes, what is the funding agency:	Federal DEP grant		

COST PROPOSAL, If applicable:			

OIG – RISK ASSESSMENT:			
Question:	Department Response:	Possible Risk Points: (To be completed by OIG)	Points Assigned: (To be completed by OIG)

This is a new program or service or has revised changes to a previous contract/solicitation.	New Solicitation	(3)	3
Statement of Work is complex – there are multiple components to the service to be provided.	Yes. Multiple components	(3)	3
Payment method to be used: 1. Performance Based 2. Fee for Service 3. Cost Reimbursement 4. Revenue Generating	Fee For Service	(1) (2) (3) (4)	2
Contract will be awarded for this project utilizing: 1. Competitive Procurement 2. Non-competitive or Sole Source	Competitive Procurement	(2) (3)	2
Vendors for this/these services must maintain accreditation or licensure requirements.	License required	(2)	2
Project has been or will be publicly debated and may generated negative opinions in the community and poses possible negative publicity.	Project will be presented to the community and may generate negative opinions	(6)	6
This project represents a significant portion of the City's comprehensive plan and poses a financial or environmental risk.	This project represents a significant portion of the City's comprehensive plan	(5)	5
Project Maximum Amount: 1. \$1,000,000 and above 2. \$500,000 to \$999,999 3. \$250,000 to \$499,999 4. \$50,000 to \$249,999 5. Below \$50,000	\$1,000,000 and above	(5) (4) (3) (2) (1)	5
Vendor will be allowed to subcontract key activities of this project.	Yes	(2)	2
Jill Klaskin Press, CPPO 7/6/2024	TOTAL POINTS		30

AGREEMENT BETWEEN

CITY OF MIAMI BEACH

AND

CES CONSULTANTS, INC.

FOR

**ENGINEERING DESIGN SERVICES FOR RIGHT OF WAY IMPROVEMENTS ALONG 17TH
STREET FROM WASHINGTON AVENUE TO ALTON ROAD.**

RESOLUTION NO. 2024-33081

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ATTACHED SEPARATELY:

- ATTACHMENT A: Resolution and Commission Award Memorandum
- ATTACHMENT B: Addenda and Request for Qualifications (RFQ) Solicitation
- ATTACHMENT C: Consultant Proposal Response to RFQ and Sunbiz

AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
CES CONSULTANTS, INC.
FOR
ENGINEERING DESIGN SERVICES FOR RIGHT OF WAY IMPROVEMENTS ALONG 17TH
STREET FROM WASHINGTON AVENUE TO ALTON ROAD.

This Agreement made and entered into this _____, (Effective Date), by and between the **CITY OF MIAMI BEACH**, a municipal corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, (hereinafter referred to as City), **CES CONSULTANTS, INC.**, a Florida profit corporation having its local office at 3150 Southwest 38th Avenue, suite 450, Miami FL 33146 (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, the RFQ No. 2024-044-ND (the “RFQ”) was intended to provide access to architectural and engineering firms in accordance with the Florida Consultant’s Competitive Negotiation Act; and

WHEREAS, on June 26, 2024, the City Commission approved Resolution **No. 2024-33081**, authorizing the City to enter into negotiations with CES Consultants, Inc., if successful, execute an agreement with the Consultant pursuant to the RFQ; and

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

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

CONSULTANT: The named entity on page 1 of this Agreement, the “Consultant” shall mean the qualified and properly professionally licensed design professional in the State of Florida and as otherwise required by any entities, agencies, boards, governmental authorities

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

1. Chen Moore and Associates, Inc.
2. HML Public Outreach LLC
3. Assurance Consulting Engineers, LLC
4. Delta Consultants, LLC
5. Green Dade, Inc.
6. Langan Engineering and Environmental Services, Inc.
7. Longitude Surveyors, LLC.
8. Terracon Consultants, Inc.
9. V&A Consulting Engineers, Inc.
10. CALTRAN Engineering Group, Inc.

CONSULTANT SERVICE ORDER: Consultant Service Order (CSO) shall mean any work order issued in writing by the City to Contractor (in substantial form as in Schedule A-1 attached hereto), that specifically describes and delineates the particular Additional Services which may be required of Consultant that is the subject of such Consultant Service Order, and which may include studies or study activity, and/or professional services as defined in Section 287.055 of the Florida Statutes. CSOs must be approved pursuant to Contract Approval Authority Procedures 03.02 and 03.03. CSOs for Major Construction Projects shall be approved by City Commission.

CONTRACT AMENDMENT: "Contract Amendment" shall mean a written modification to the Agreement approved by the City (as specified below) and executed between City and Consultant, covering changes, additions, or reductions in the terms of this Agreement including, without limitation, authorizing a change in the Project, or the method and manner of performance thereof, or an adjustment in the fee and/or completion dates. Changes to a CSO shall not be considered a contract amendment.

Contract Amendments shall be approved in accordance with Section 2-369 of the City Code and Contract Approval Authority Procedure 03.02 or as amended. The City Manager reserves the right to seek and obtain concurrence of the City Commission for approval of any such Contract Amendment.

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

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

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

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

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

MAJOR CONSTRUCTION PROJECT: “Major Construction Project” means any building construction, improvement, or demolition with a value of \$5 million or greater, or as amended.

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

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

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

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

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

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

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

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

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

SOFT COSTS: “Soft Costs” shall mean costs related to the Project other than Construction Cost including, without limitation, Consultant’s Basic Services, Additional Services, surveys, testing, general consultant, financing, permitting fees and other similar costs, as determined by the City, that are not considered as direct costs for the construction of the Project.

STATEMENT OF PROBABLE CONSTRUCTION COST: The “Statement of Probable Construction Cost” shall mean the detailed estimate prepared by Consultant in Construction Standard Index (CSI) format or other format approved by the Project Administrator, which

includes the Consultant's estimated total construction cost to the City of the Work for the Project (as established in the Contract Documents, as they may be amended from time to time). The Statement of Probable Construction Cost shall be in sufficient detail to identify the costs of each element of the Project and include a breakdown of the fees, general conditions and construction contingency for the Project. Costs shall be adjusted to the projected bid date to take into account anticipated price escalation.

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

ARTICLE 2. BASIC SERVICES

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

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

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

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

2.5 The Consultant's Basic Services may consist of various tasks, including planning, design, bidding/award, preparation of a DCP, studies, construction administration, and Additional Services (as may be approved), all as further described in the Scope of Services; and

shall also include any and all of Consultant's responsibilities and obligations with respect to the Project, as set forth in the General Conditions of the Contract for Construction.

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

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

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

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

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

2.7.4 The Services shall be performed in a manner that shall conform to the Scope of Services. The Consultant may submit requests for an adjustment to the completion time for the Scope of Services, if made necessary because of undue delays resulting from untimely review taken by the City (or authorities having jurisdiction over the Project) to approve the Consultant's submissions, or any other portion of the Services requiring approval by the City (or other governmental authorities having jurisdiction over the Project). Consultant shall immediately provide the Project Administrator with written

notice stating the reason for the particular delay; the requested adjustment (i.e. extension) to the Project Schedule; and a revised anticipated schedule of completion. Upon receipt and review of Consultant's request (and such other documentation as the Project Administrator may require), the Project Administrator may grant a reasonable extension of time for completion of the particular work involved, and authorize that the appropriate adjustment be made to the Project Schedule. The Project Administrator's approval (if granted) shall be in writing.

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

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

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

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

2.11 The City shall have the right, at any time, in its sole and absolute discretion, to submit for review to other consultants (engaged by the City at its expense) any or all parts of the Services and the Consultant shall fully cooperate in such review(s). Whenever others are required to verify, review, or consider any Services performed by Consultant (including, without limitation, contractors, other design professionals, and/or other consultants retained by the City), the intent of such requirement is to enable the Consultant to receive input from others' professional expertise to identify any discrepancies, errors or omissions that are inconsistent with industry standards for design or construction of comparable projects; or which are inconsistent with

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

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

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

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

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

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

2.15 The City and Consultant acknowledge that the services, as described in the Agreement and any Consultant Service Orders, do not delineate every detail and minor work task required to be performed by Consultant to complete the work and/or services described and delineated under Schedule A and any Consultant Service Orders issued to Consultant by the City. If, during the course of performing work, services and/or tasks, Consultant determines that work and/or services should be performed which is, in the Consultant's reasonable opinion, outside the level of effort originally anticipated, then Consultant shall promptly notify the Project Administrator, in writing, and shall obtain the Project Administrator's written consent before proceeding with such work and/or services. If Consultant proceeds with any such additional work and/or services without obtaining the prior written consent of the Project Administrator,

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

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

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

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

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

The Consultant shall not retain, add, or replace any Subconsultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. The Consultant shall cause the names of Subconsultants responsible for significant portions of the Services to be inserted on the plans and specifications.

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

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

ARTICLE 3. THE CITY'S RESPONSIBILITIES

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

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

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

remitted payment due to its Subconsultants or vendors).

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

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

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

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

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

3.6.3 Contract Amendments shall be approved in accordance with Contract Approval Authority Procedure 03.02 or as amended.

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

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

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

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

3.7.4 Contract Amendments shall be approved in accordance with Contract Approval Authority Procedure 03.02 or as amended.

3.7.5 The City Manager may, in his/her sole discretion, form a committee or

committees, or inquire of, or consult with, persons for the purpose of receiving advice and recommendations relating to the exercise of the City's powers, duties, and responsibilities under this Agreement or the Contract Documents.

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

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

ARTICLE 4. RESPONSIBILITY FOR CONSTRUCTION COST

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

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

4.2.1. At completion of the conceptual design (at such stage of completion of the Design Documents as may be specified by the Project Administrator), Consultant shall provide the City a Statement of Probable Construction Cost, which must include an estimated Construction Cost for the Project within a range of plus or minus fifteen percent (+/-15%) of the Construction Cost Budget. If at the foregoing stage of design the Consultant's Statement of Probable Construction Cost exceeds the City's Construction Budget by more than fifteen percent (15%), then the Project Administrator shall provide notice thereof to the Consultant. Consultant shall then identify the cause(s) for the difference and recommend in writing for the City's approval any modification in the Design Documents necessary to conform to the Consultant's estimated total costs in the Statement of Probable Construction Cost to within fifteen percent (15%) of the City's Construction Budget. Upon obtaining City's approval of any proposed modifications, Consultant shall incorporate such modifications within the Design Documents as part of the Basic Services and at no additional cost to the City.

4.2.2. At the 30% and 60% completion of the Design Documents, Consultant shall update its Statement of Probable Construction Cost, which must include an estimated Construction Cost for the Project within a range of plus or minus ten percent (+/-10%) of the Construction Cost Budget. If at the foregoing stages of design the Consultant's Statement of Probable Construction Cost exceeds the City's Construction Budget by more than ten percent

(10%), the Project Administrator shall provide notice thereof to the Consultant. Consultant shall then identify the cause(s) for the difference and recommend in writing for the City's approval any modification in the Design Documents necessary to conform to the Consultant's estimated total costs in the Statement of Probable Construction Cost to within ten percent (10%) of the City's Construction Budget. Upon obtaining City's approval of any proposed modifications, Consultant shall incorporate such modifications within the Design Documents as part of the Basic Services and at no additional cost to the City.

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

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

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

4.4. If the lowest and best Base Bid exceeds the Consultant's final updated Statement of Probable Cost by more than ten percent (10%), the Project Administrator shall provide notice thereof to the Consultant, and the Consultant shall re-design the Project within the Project Scope, construction schedule, sequence of Work, or such other action, as deemed necessary, to reduce the Statement of Probable Construction Cost, and Consultant shall provide any required revisions to the Contract Documents (including, without limitation, the Construction Documents) within the time period specified by the Project Administrator (which time period for completion shall not exceed ninety (90) days from the date Consultant is notified to re-design), and shall provide re-bidding services, as many times as may be reasonably requested by the City, as part of the Basic Services and **at no additional cost to the City**, in order to bring any resulting, responsive and responsible bids within ten percent (10%) of the Consultant's final updated Statement of Probable Cost.

4.5. The Construction Cost Budget shall not be exceeded without fully justifiable, extraordinary, and unforeseen circumstances (such as Force Majeure) which are beyond the control of the parties. Any expenditure above this amount shall be subject to prior City

Commission approval which, if granted at all, shall be at the sole and reasonable discretion of the City Commission. The City Commission shall have no obligation to approve an increase in the Construction Cost Budget and, if such Construction Cost Budget is exceeded, the City Commission may, at its sole and absolute discretion, terminate this Agreement (and the remaining Services) without any further liability to the City.

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

ARTICLE 5. ADDITIONAL SERVICES

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

5.2 Additional Services include the following:

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

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

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

5.2.4 Expert Witness: Except insofar as the Consultant is required by legal process or subpoena to appear and give testimony, preparing to serve or serving as an expert witness in connection with any state or federal court action to which the Consultant is not

a party in its own name, that is not instituted by the Consultant or in which the performance of the Consultant is not in issue.

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

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

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

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

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

5.3 Additional services may be requested by the City using a Consultant Service Order (CSO). For each proposed Consultant Service Order, Consultant shall provide the City with a cost proposal on a lump sum or not-to-exceed basis, based on the fee schedule set forth in Schedule "A-1" hereto. Pursuant to, City of Miami Beach Procurement Ordinance, and Citywide Procedure 03.02.

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

ARTICLE 6. REIMBURSABLE EXPENSES

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

- Cost of reproduction, courier, and postage and handling of drawings, plans, specifications, and other Project documents (excluding reproductions for the office use of the Consultant and its Subconsultants, and courier, postage and handling costs between the Consultant and its Subconsultants).
- Costs for reproduction and preparation of graphics for community workshops.
- Permit fees required by City of Miami Beach regulatory bodies having jurisdiction over the Project (i.e. City permit fees).

Reimbursable Expenses and/or Contingency are allowance(s) set aside by the City and shall include actual expenditures (no markups allowed) made by the Consultant in the interest of the Project, provided such expenses are authorized in advance by the City. The Reimbursable Expenses and/or Contingency allowance(s), as specified herein, belongs to, and shall be controlled by the City (i.e. unused portions will be retained by the City and shall not be paid to Consultant).

Notwithstanding the above, any Reimbursable Expenses must be authorized, in advance, in writing, by the City Manager or corresponding Department's Director. Invoices or vouchers for Reimbursable Expenses shall be submitted to the corresponding Department's Director (along with any supporting receipts and other back-up material required to support the amount invoiced, and as requested by the corresponding Department's Director). Consultant shall certify as to each such invoice and/or voucher that the amounts and items claimed as reimbursable are "true and correct and in accordance with the Agreement." Only actual amounts incurred and paid (requiring proof of payment) by the Consultant shall be invoiced, without any markups and/or additions.

ARTICLE 7. COMPENSATION FOR SERVICES

7.1 Consultant's "Lump Sum" fee for provision of the Services, excluding reimbursable allowances and/or contingency, for the Project shall be \$XXXXXX, as more fully delineated in Schedule B hereto. The City has set a reimbursable allowance in an amount no to exceed \$XXXXX, for a total Contract Value of \$XXXXX (Base bid of \$XXXXX plus Contingency of \$XXXXX).

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

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

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

7.5 **ESCALATION:** The initial hourly rates set forth in Schedule C shall remain constant for the Initial Term of the agreement. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Consultant's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.

7.6 No retainage shall be made from the Consultant's compensation on account of sums

withheld by the City on payments to Contractor.

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

Accounts Payable: payables@miamibeachfl.gov

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

ARTICLE 8. CONSULTANT'S ACCOUNTING AND OTHER RECORDS

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

ARTICLE 9. OWNERSHIP OF PROJECT DOCUMENTS

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

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

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

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

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

ARTICLE 10. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

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

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

ARTICLE 11. INSURANCE

11.1 The Consultant shall maintain the below required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

D. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the consultant's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A+ or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances – The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

ARTICLE 12. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

ARTICLE 13. ERRORS AND OMISSIONS

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

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

ARTICLE 14. LIMITATION OF LIABILITY

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

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

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

ARTICLE 15. NOTICE

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

Public Works Department
City of Miami Beach
Attn: Cristina Ortega Castineiras, PE, ENV SP
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Cristina Ortega
Email: cristinaortega@miamibeachfl.gov

With a copy to:

City Manager's Office
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Eric Carpenter
Email: ericcarpenter@miamibeachfl.gov

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

CES Consultants, Inc.
Att: Juan Alfonso, AIA, NCARB, CCM, President
3150 SW 38th Avenue, Suite 450
Miami Beach FL, 33146
Ph: 305-827-2220

Email: cesinfo@cesconsult.com

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

ARTICLE 16. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

16.1 Consultant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

16.2 The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

16.3 Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition

of "Consultant" as defined in Section 119.0701(1)(a), the Consultant shall:

- (1) Keep and maintain public records required by the City to perform the service;
- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the City;
- (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

16.4 REQUEST FOR RECORDS; NONCOMPLIANCE.

16.4.1 A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

16.4.2 Consultant's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or

in equity.

16.4.3 A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

16.5 CIVIL ACTION.

16.5.1 If a civil action is filed against a Consultant to compel production of public records

relating to the City's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorneys' fees, if:

- (a) The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the City and to the Consultant.

16.5.2 A notice complies with subparagraph (16.5.1)(b) if it is sent to the City's custodian

of public records and to the Consultant at the Consultant's address listed on its contract with the City or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified

mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

16.5.3 A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

16.6 **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

**ARTICLE 17
INSPECTOR GENERAL AUDIT RIGHTS**

1. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform

reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

2. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
3. Upon ten (10) days written notice to the Consultant, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
4. The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
5. The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
 - i. If this contract is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Consultant shall make available records relating to appeals or to litigation or

the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

6. The provisions in this section shall apply to the Consultant, its officers, agents, employees, subcontractors and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this contract.
7. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Consultant or third parties.

ARTICLE 18. MISCELLANEOUS PROVISIONS

18.1 VENUE AND WAIVER OF JURY TRIAL: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, in federal court. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.**

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

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

18.4 NO CONTINGENT FEE: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this subsection, City shall

have the right to terminate the Agreement, without any liability or, at its discretion, to deduct from the contract price (or otherwise recover) the full amount of such fee, commission, percentage, gift, or consideration.

18.5 LAWS AND REGULATIONS:

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

18.5.2 Project Documents. In accordance with Section 119.071 (3) (b)(2), Florida Statutes, entitled "General exemptions from inspecting or copying public records," all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of Section 119.07(1), Florida Statutes (inspection and copying of public records), and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior written approval from the City Manager, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or Consultant who is performing work on or related to the Project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

18.5.2.1 In addition to the requirements in this subsection 18.5.2, the Consultant agrees to abide by all applicable Federal, State, and City procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to, each employee of Consultant and subconsultants that will be involved in the Project being required to sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the City Manager, in writing.

18.5.2.2 The Consultant and its subconsultants agree in writing that the Project documents are to be kept and maintained in a secure location.

18.5.2.3 Each set of the Project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

18.5.2.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

18.5.3 E-Verify

18.5.3.1 Consultant shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Consultant shall expressly require any subconsultant performing work

or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract Term. If Consultant enters into a contract with an approved subconsultant, the subconsultant must provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

18.5.3.2 TERMINATION RIGHTS.

18.5.3.2.1 If the City has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Consultant for cause, and the City shall thereafter have or owe no further obligation or liability to Consultant.

18.5.3.2.2 If the City has a good faith belief that a subconsultant has knowingly violated the foregoing Subsection 18.5.3.1 but the Consultant otherwise complied with such subsection, the City will promptly notify the Consultant and order the Consultant to immediately terminate the Agreement with the subconsultant. Consultant's failure to terminate a subconsultant shall be an event of default under this Agreement, entitling City to terminate the Consultant's contract for cause.

18.5.3.2.3 A contract terminated under the foregoing Subsection 18.5.3.2.1 or 18.5.3.2.2 is not in breach of contract and may not be considered as such.

18.5.3.2.4 The City or Consultant or a subconsultant may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection 18.5.3.2.1 or 18.5.3.2.2 no later than 20 calendar days after the date on which the contract was terminated.

18.5.3.2.5 If the City terminates the Agreement with Consultant under the foregoing Subsection 18.5.3.2.1 Consultant may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

18.5.3.2.6 Consultant is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 18.5.3.

18.6 FORCE MAJEURE:

18.6.1 A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Consultant or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could

not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

18.6.2 If the City or Consultant's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately upon learning of the occurrence of the event or of the commencement of any such delay, but in no case within fifteen (15) business days thereof, provide notice of (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

18.6.3 No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

18.6.4 Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event causing the suspension of performance shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

18.6.5 Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Consultant of such termination. If the Agreement is terminated pursuant to this Section, Consultant shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure

extend this Agreement beyond its stated term. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Consultant for extra compensation, unless Additional Services are required and approved pursuant to Article 5 hereof.

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

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

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

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

18.11 INTENT OF AGREEMENT:

18.11.1 The intent of the Agreement is for the Consultant to provide all necessary items for the proper completion of the Services. The Consultant shall perform, as Basic Services, such incidental work which may not be specifically referenced, as necessary to complete the Project.

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

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

18.11.4 This document incorporates and includes all prior negotiations,

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

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

Attest

CITY OF MIAMI BEACH:

Rafael E. Granado, City Clerk

Eric Carpenter, City Manager

Date.

Date.

CONSULTTANT:

CES CONSULTANTS, INC.

Signature/President

Print Name

Date.

SCHEDULE A SCOPE OF SERVICES

SCHEDULE A-1 CONSULTANT SERVICE ORDER (CSO)

CONSULTANT SERVICE ORDER A/E Services

Contract Expiration:				
Contract #		Dept. CSO #		Change Order #

Consultant:	Project Title:

Authority (Must select one)		July 26, 2024
	The City awarded the continuing contract for A/E services for a project whose estimated cost of construction does not exceed \$7.5 million.	
	The City awarded the continuing contract for the study, planning activity, or other services whose costs are estimated not to exceed \$500,000.	
	City-awarded project-specific contracts are not subject to CCNA limitations for continuing contracts.	

By accepting this CSO, Consultant agrees to provide services pursuant to the attached proposal dated [redacted] and the terms, conditions, and rates established in the above-referenced contract between the City and the Consultant. Consultant explicitly agrees that no other terms and conditions shall apply to the work regardless of whether said other terms and conditions are included herein or in any attachment to this CSO. Any deviation from the scope of work agreed to herein shall require a change order approved by the City.

1. Estimated calendar days to complete the work:	
2. Total amount of original CSO	
3. Total amount of all previous Amendments	
4. Total amount this Amendment	
5. Total Amount for Engagement	
6. Fee for ancillary items for this Service Order	
Account Code:	

Approval of New Subconsultants: <small>If a new subconsultant is being added, City Manager approval is required.</small>		
Name of New Subconsultant(s)	Amount	Contract Rates
		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Notes

For City (Name)	Signature	Date
Project Admin:		
Dept Director:		
Procurement:		
A/DCM:		
CM:		

For Consultant (Name)	Signature	Date
Lead Project Admin:		

By signing, consultant acknowledges that this CSO is not valid, and no work may commence until the City has issued a purchase order for the CSO. The City shall not be liable for charges relating to any work that is not pursuant to a City issued purchase order.

**SCHEDULE A-1
CONSULTANT COMPENSATION
Schedule of Payments**

Schedule of Payments for Additional Services

A. Tasks and deliverables as reflected on the Consultant Service Order (CSO):

Task 1: _____ \$ _____

Task 2: _____ \$ _____

Task 3: _____ \$ _____

B. Reimbursable Allowance (Not to Exceed): \$ _____

**SCHEDULE B
CONSULTANT COMPENSATION SCHEDULE**

(TASKS & FEES)

SCHEDULE C HOURLY BILLING SCHEDULE

SCHEDULE D CONSTRUCTION COST BUDGET

\$XXXXXXX

SCHEDULE E PROJECT SCHEDULE (TIMELINE)