

**CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM**

TO: Arthur Noriega V
City Manager

DATE: March 11, 2020

FILE:

FROM:  Annie Perez, CPPO, Director
Department of Procurement

SUBJECT: Recommendation for Award of
Contract for Moore Park Project, Project No. B-
193511, for the Office of Capital Improvements

REFERENCES: Request for Qualifications
("RFQ") No. 18-19-035

ENCLOSURES: Report of Evaluation Committee
Memorandum, Evaluation Committee
Appointment Memorandum, Proposal Security
List

RECOMMENDATION:

Based on the findings below, the Department of Procurement ("Procurement") hereby recommends that the referenced Project be awarded to Ferguson Glasgow Schuster Soto, Inc. ("Consultant"), for RFQ No. 18-19-035, Moore Park Project – Project No. B-193511 (the "Project").

The Consultant shall provide design and construction phase services for improvements to Moore Park consisting of a 20,000 square foot addition to the SE of the existing Community Center for a new multipurpose sports use Gymnasium with an elevated running track and supporting spaces. The Gym space will be sized to contain two (2) High School size basketball courts side-by-side and will also accommodate volleyball courts. Small bleachers will be installed around the perimeter of the courts. Site improvements will consist of modifications to the existing sidewalks and landscaping around the perimeter of the Gym.

During the design phase of the Project, the Consultant shall develop several options for how the various elements of the Project will be designed and constructed. The Consultant shall prepare and present a Design Concept and Schematics Report including an identification of any special requirements affecting the Project, a Statement of Probable Construction Cost, Project Development Schedule and review of Constructability Review reports. The Consultant shall provide Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project. The Consultant shall prepare two (2) 3-dimensional color renderings, 50% and 100% Construction Documents for approval by the City, which shall include the following: Prepare Construction Documents for Architectural, Structural Engineering, Civil Engineering, Mechanical/Electrical/Plumbing/Fire Protection Engineering and Landscape Architecture. The Consultant shall provide Dry Run Permitting and Final Construction Documents. The Consultant shall provide assistance in the bidding process by providing responses to technical questions, prepare revised plans, and attend meetings.

During the construction phase of the Project, the Consultant shall provide all post construction documents, including Contractor As-Built drawings, the Consultant's record drawings, Contractor provided warranties, guarantees, operational manuals, Certificate(s) of Occupancy, and approved shop drawing submittals. The Consultant shall visit the site on a bi-weekly basis to participate in Construction Progress Meetings and to conduct field observations for a 12-month construction duration. The Consultant shall provide a Special Inspector for the building for soils preparation. The Consultant shall prepare reports on the observations at site visits including progress of the Work and initiate and prepare required documentation for changes as required. The Consultant shall furnish to the City a Record Set by updating the electronic drawing files to reflect the "as-built" conditions marked by the Contractor.

PR20087

FISCAL IMPACT:

The fiscal impact to the City for the negotiated contract is **\$811,212.00**. This is comprised of a Lump Sum fee of \$655,100.00 for Basic Services, \$77,500.00 for Dedicated Allowances, \$13,102.00 for Reimbursable Expenses, and \$65,510.00 for the Owner's Contingency Allowance. The original price proposal submitted by the Consultant totaled \$837,930.00; therefore, negotiations resulted in \$26,718.00 or 3.29% of savings for our taxpayers.

BACKGROUND:

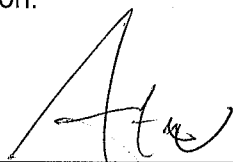
On July 18, 2019, Procurement issued a solicitation under full and open competition to obtain proposals from qualified firms. On August 19, 2019, Procurement received six (6) proposals in response to the solicitation (see attached Proposal Security List). Subsequently, the proposals were reviewed by Procurement staff, upon which four (4) proposals were deemed responsive and responsible in accordance with the minimum qualifications and experience requirements of the RFQ and two (2) proposals were deemed non-responsive and responsible in accordance with the minimum qualifications and experience requirements of the RFQ. Accordingly, on October 9, 2019, the Evaluation Committee ("Committee") met and completed the evaluation and ranking of all proposals following the stipulated guidelines in the solicitation. The proposals were evaluated in accordance with five (5) evaluation criteria, and ranked by total awarded points (see enclosed Report of Evaluation Committee Memorandum).

Upon review and subsequent approval of the Report of the Evaluation Committee Memorandum by the City Manager on November 14, 2019, negotiations were initiated with the Consultant, the highest ranked firm. The City's negotiation team, comprised of staff from the Office of Capital Improvements ("OCI") held good faith negotiations with the Consultant's principals that addressed:

1. Coordination of the various professional consulting services necessary for the Project;
2. Established and capped fair market professional services fee schedule;
3. A Project tasking solution which supports an implemental and fiscally sound agreement, in the best interest of the City and its residents, and;
4. Legally sufficient and binding agreement terms and conditions, with the assistance and support of the City Attorney's Office.

Successful negotiations were accomplished, and an agreement was mutually reached on February 21, 2020. As a result, Procurement hereby recommends award of a Professional Services Agreement with Ferguson Glasgow Schuster Soto, Inc. for the Project. Pursuant to Resolution R-19-0187, approved by the City Commission on May 9, 2019, amending Section 18-117, "Economic Stimulus Awards and Agreements" of the City Code (copy attached), the City Manager has delegated authority to award this contract and execute the ensuing agreement.

Based on the above findings, Procurement hereby recommends that the Contract be awarded to M.C. Harry and Associates, Inc. Your signature below indicates your approval of Procurement's recommendation.

Approved: 
Arthur Noriega V, City Manager

Date: 3-17-20

- c: Nzeribe Ihekwa, P.E., Ph.D., Assistant City Manager
Sandra Bridgeman, Assistant City Manager/Chief Financial Officer
Pablo Velez, Senior Assistant City Attorney
Lara Hamwey, Director, Parks

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Project B-193511
Arthur Noriega V, City Manager

Nadia Arguelles-Goicoechea, Assistant Director of Administration and Capital Planning, Parks
Steven C. Williamson, Director, OCI
Hector Badia, Assistant Director, OCI
Fernando V. Ponassi, MA Arch., MA PPA, LEED®AP, Assistant Director, Procurement

**CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM**

TO: Emilio T. González, Ph.D.
City Manager

DATE: November 12, 2019

FILE:

FROM: Annie Perez, CPPO, Director,
Department of Procurement

SUBJECT: Report of Evaluation Committee for RFQ No. 18-19-035, Moore Park, Armbrister Park, and Curtis Park Projects - D1, D2, and D5, Project Nos. B-193511, B-193512, B-193513 for the Office of Capital Improvements

REFERENCES: Request for Qualifications (RFQ) No. 18-19-035

ENCLOSURES: Response Security List, Evaluation Committee Score Sheets, and Evaluation Committee Appointment Memo

BACKGROUND

On July 18, 2019, the Department of Procurement ("Procurement") issued Request for Qualifications ("RFQ") No. 18-19-035 for the provision of architectural services for the Moore Park, Armbrister Park, and Curtis Park Projects - D1, D2, and D5, Project Nos. B-193511, B-193512, B-193513 ("Projects"), on behalf of the Office of Capital Improvements ("OCI"). On August 19, 2019, six (6) proposals were received in response to this solicitation. Subsequently, after Procurement staff completed its due diligence effort, four (4) proposals from Alleguez Architecture, Inc. ("Alleguez"), Ferguson Glasgow Schuster Soto, Inc. ("Ferguson"), Gurri Matute, P.A. ("Gurri"), and M.C. Harry and Associates, Inc. ("M.C. Harry") were deemed responsive. Two (2) proposals from Leo A. Daly Company and R.E. Chisholm Architects, Inc., however, were deemed non-responsive pursuant to the minimum submission requirements of the RFQ.

SUMMARY OF EVALUATION

On October 9, 2019, the Evaluation Committee ("Committee") met and completed the evaluation of the four (4) responsive and responsible proposals, following the guidelines stipulated in the solicitation. The proposals were evaluated pursuant to the five (5) evaluation criteria listed below:

<u>Evaluation Criteria</u>	<u>Maximum Points (Per Committee Member)</u>
1. Proposer's Experience and Qualifications	30
2. Proposer's Team Experience	30
3. Experience of Lead Architect/A&E Sr. Project Manager	20
4. Design Philosophy and Process	10
5. Technical Approach	10

Proposers who agreed to meet the Small Business Enterprise ("SBE") participation requirement by assigning certified SBE firms with a "Local Office," as defined in City Procurement Code, Section 18-73, were granted five (5) Bonus Points, in accordance with the RFQ and City Procurement Code, Section 18-87, as amended. Two (2) Proposers, Ferguson and Gurri, did agree to meet the SBE participation requirement using the "Local Office" criteria, and were granted the five (5) Bonus Points. The final scores are as follows:

<u>Proposing Firms</u>	<u>Awarded Points</u> (Maximum 505 Points)
1. Ferguson Glasgow Schuster Soto, Inc.	499
2. M.C. Harry and Associates, Inc.	490
3. Gurri Matute, P.A.	480
4. Alleguez Architecture, Inc.	463

The Committee decided not to hold oral presentations, as the proposals did not require further clarification. The composite and individual Committee member score sheets are attached as supporting documentation.

Consensus Statement

The three (3) highest ranked firms, Ferguson, M.C. Harry, and Gurri, received a total of 499, 490, and 480 points, respectively, out of a maximum total of 505 points. The Committee determined that the three (3) firms have each assembled teams of architectural and engineering professionals distinctly qualified to provide comprehensive services for the Moore Park, Armbrister Park, and Curtis Park Projects.

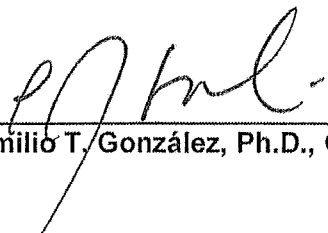
The Committee discussed the experience and structure of each firm's proposed multi-disciplined government institutional facilities teams. Each firm proposed a substantial resume of in-house architectural professionals, in addition to proposing a team of sub-consultants to support engineering, geotechnical, surveying, cost estimating, and landscape architectural needs. The Project Manager's identified are qualified to perform the required services. As consultants on previous miscellaneous architecture and engineering services contracts, each firm has successfully completed numerous City of Miami projects, including several institutional design-related assignments.

Additionally, the Committee discussed each firm's Design Philosophy and Process. The firms' proposed designs and plans demonstrated a thorough understanding of the character and conditions of the Moore Park, Armbrister Park, and Curtis Park Projects. Each firm's proposal also demonstrated an optimal balance between the Project goals of constructing recreational facilities, while beautifying the different parks.

After deliberation, the Committee members unanimously agreed that Ferguson, M.C. Harry, and Gurri each presented proposals comprehensively suited to meet the critical needs of the City through these Projects, while maintaining a level of responsibility on all concurrent projects under contract with the City.

Recommendation

The Committee hereby requests authorization for Procurement, in collaboration with the nominated Negotiations Committee, Messrs. Sylejman Ujkani, Carlos Vasquez, and Jose Caldeira from OCI, to commence negotiations with Ferguson, M.C. Harry, and Gurri, the three (3) highest-ranked responsive and responsible firms, for the provision of professional services for the Moore Park, Armbrister Park, and Curtis Park Projects, in that particular order. Should negotiations with any of the firms fail, the Committee hereby requests permission to commence negotiations with the fourth ranked firm, respectively, until a Professional Services Agreement is successfully negotiated, and subsequently awarded.

Approved: 
Emilio T. González, Ph.D., City Manager

Date: 11/14/09


- c: Joseph F. Napoli, Deputy City Manager
- Nzeribe Ihekwaba, Ph.D., P.E., Assistant City Manager
- Sandra Bridgeman, Assistant City Manager/Chief Financial Officer
- Rafael Suarez-Rivas, Chief Assistant City Attorney
- Steven C. Williamson, Director, OCI
- Lara Hamwey, Director, Parks and Recreation Department
- Hector Badia, Assistant Director, OCI
- Fernando V. Ponassi, MA Arch., MA PPA, LEED®AP, Assistant Director, Procurement

**CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM**

TO: Emilio T. González, Ph.D.
City Manager

DATE: September 9, 2019

FILE:

FROM: Annie Perez, CPPO, Director
Department of Procurement 

SUBJECT: Appointment of Evaluation Committee
for Request for Qualifications (RFQ) No. 18-19-035
Moore Park, Armbrister Park, and Curtis Park
Projects

REFERENCES: RFQ No. 18-19-035

The Procurement Department ("Procurement"), on behalf of the Office of Capital Improvements ("OCI"), issued RFQ No. 18-19-035 on July 18, 2019, for Moore Park, Armbrister Park, and Curtis Park Projects. City of Miami Procurement Code § 18-117, "Economic Stimulus Award and Agreements," eliminates the requirement of subsection 18-542(12) to appoint the majority of an Evaluation Committee (Committee) with members from the public. Therefore, it is respectfully requested that you approve the appointment of the following individuals to serve as members of the Committee to evaluate and score proposals received on August 19, 2019. Each proposed member has the requisite knowledge and experience to evaluate the proposals pursuant to the RFQ.

Chairperson (non-voting)

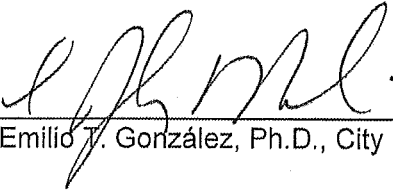
Anthony Hansen, Sr. Procurement Contracting Officer, Procurement, City of Miami ("COM")

City of Miami Committee Members (voting)

David Snow, Chief of Urban Design, Planning Department ("Planning"), COM
Efren Nunez, Public Art Manager/Planner, Planning, COM
Carlos Vasquez, Project Manager, OCI, COM
Chris Evans, Assistant Director, Parks and Recreation Department ("Parks"), COM
Zhaoming Guan, Superintendent of Recreation, Parks, COM

Alternate Committee Members

Sylejman Ujkani, Program Manager, OCI, COM
Nelson Cuadras, Senior Construction Manager, OCI, COM

APPROVED: 
Emilio T. González, Ph.D., City Manager

9/9/19
Date

AP: ah

c: Joseph F. Napoli, Deputy City Manager
Nzeribe Ihekwa, Ph.D., P.E., Assistant City Manager
Sandra Bridgeman, Assistant City Manager/Chief Financial Officer
Rafael Suarez-Rivas, Chief Assistant City Attorney, Office of the City Attorney
Lara Hamwey, Director, Parks
Nadia Arguelles-Goicoechea, Assistant Director of Administration and Capital Planning, Parks
Steven C. Williamson, Director, OCI
Hector Badia, Assistant Director, OCI
Fernando V. Ponassi, MA Arch., MA PPA, LEED®AP, Assistant Director, Procurement

PR19222

CITY OF MIAMI OFFICE OF THE CITY CLERK
BID SECURITY LIST

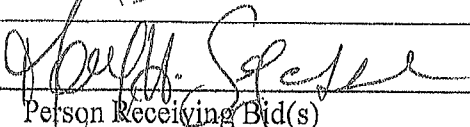
BID ITEM: Moore Park, Armbrister Park, and Curtis Park Projects -- D1, D2, and D5

BID NUMBER: RFQ 18-19-035

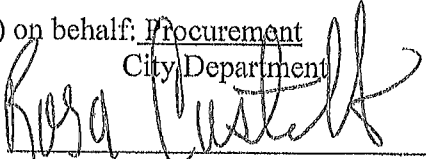
DATE BID OPENED: August 19, 2019 **TIME:** 2:00 p.m.

<u>BIDDER</u>	<u>BID TOTAL AMOUNT</u>	<u>BID BOND (ER) CASHIER'S CHECK</u>
ALLEGUEZ ARCHITECTURE, INC.	See attached	See attached
FERGUSON GLASGOW SCHUSTER SOTO, INC.	See attached	See attached
LEO A DALY	See attached	See attached
R.E. CHISHOLM ARCHITECTS, INC.	See attached	See attached
GURRI MATUTE, PA	See attached	See attached
MCHARRY ASSOCIATES	See attached	See attached

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."


Person Receiving Bid(s)

Received (6) bid(s) on behalf: Procurement
City Department

PREPARED BY: 
Deputy City Clerk

On: 8/19/2019
Today's Date

CONSULTANT WORK ORDER PROPOSAL

February 21, 2020

Anthony Hansen, Sr. Procurement Contracting Officer
City of Miami Department of Procurement
444 SW 2 Ave, 6th FL
Miami, FL 33130

Dear Mr. Hansen:

Ferguson Glasgow Schuster Soto, Inc. (FGSS) proposes to provide the services identified below for the project entitled "**Moore Park Gymnasium**", **Project Number B-193513**, pursuant to its Professional Service Agreement (PSA) with the City of Miami for Architectural services, dated _____.

I. GENERAL

The project includes design and construction phase services for improvements to Moore Park at 765 NW 36th Street, Miami, FL, 33127. The project consists of a 20,000 sf addition to the SE of the existing Community Center for a new multipurpose sports use Gymnasium with an elevated running track and supporting spaces. The use of the Gymnasium will be for sports only, not for general assembly (i.e. high school ceremonies, parties, movies, etc.) or other uses (i.e. emergency shelter). The entrance into the Gym will be controlled from the existing Community Center Reception Desk. The project's program will include the following:

1. A new Gym, Restrooms, Storage Room and supporting Electrical and IT spaces anticipated to be about 16,000 square feet.
2. An 8 foot wide elevated running track at second floor level located at Gym perimeter above the bleachers area, approximately 4,000 sf in area. The Parks Department desires to have a couple of changes in slope along the track and treadmills located at the exterior corners of the running track.
3. Gymnasium space will be sized to contain two (2) High School size basketball courts side by side. There will be an NBA size court superimposed on top of the side by side High School courts. Small bleachers and scoreboards will be installed around the perimeter of the courts. The Gym will also accommodate volleyball courts.
4. Men's and Women's Restrooms to meet code requirements, without lockers or changing rooms.
5. Large Storage Room for gym equipment and accessories.
6. The new Gym will be interconnected with the existing building. Renovation to the first floor of the existing Community Center immediately adjacent to the Reception Desk to control access to the new Gym.
7. Renovation to the 2nd floor of the existing Community Center immediately adjacent to the track entrance to control access into the 2nd floor track. It is assumed that the track will be entered from the 2nd level of the existing Community Center so that the existing stairs and elevator can be utilized.

8. Security and IT: Data, alarm and CCTV will be necessary. The City will provide locations and FGSS will provide conduit system with pull string + supporting power.
9. Lightning detection for building.
10. Lightning Warning System.
11. Electrical power for the project will be normal power and emergency battery power for Safety to Life systems. No new engine/generator set to provide emergency power will be provided, however possible connection to the existing engine generator set serving the existing Community Center will be explored.
12. Exterior egress stairs from the 2nd level track similar to the existing egress stairs for the Community Center
13. Site improvements will consist of:
 - o Modifications to the existing sidewalks and landscaping around the perimeter of the gym.
 - o Parking will be provided to support the addition square footage (approximately 43 spaces).
 - o The FPL feeder for the Community Center is located underneath the area of the site where the new Gym will be located so it will have to be relocated as part of the scope (the cost for the relocation will have to be included in the construction budget)
14. Art in Public Places component
15. This project will not seek LEED Certification.
16. Selection of Furniture, Fixtures and Equipment in collaboration with Parks Dept.

II. SCOPE OF WORK

A1 Development of Objectives

1. We shall confer with representatives of City, the Project Manager, and other jurisdictional agencies to develop several options for how the various elements of the project will be designed and constructed.
2. We shall, utilizing a compilation of available documentation, confer with representatives of City, the Project Manager, and other jurisdictional agencies in order to comprehensively identify aspects of the completed Project that may require further refinement to attain the requisite detail of design development required to begin the creation of Construction Documents. For clarity of scope, the items that need further development will be called Conceptuals and the remaining items will be called Designs.
3. We shall prepare written descriptions of the various options and shall participate in presentations to multiple groups explaining alternative options. Sufficient detail shall be provided to support the presentation materials.

A2 Schematic Design

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

1. Schematic Design Studies consist of site plan(s), floor plan, elevations and sections to show the scale and relationship of the components and design concepts of the whole.
 - a. FGSS will participate in up to 2 community meetings to present the Schematic Studies. Presentation plans and sketches will be prepared for the purpose of illustrating the project's program areas and design intent.
 - b. FGSS will present the project's schematic design at the community meetings and record feedback from participants.
 - c. FGSS will confer with the City's representatives to discuss the community comments and receive direction on applicability of comments to the current project's program and scope. Comments that are accepted by the City to be within the project's program and scope will be incorporated in design revisions as part of Basic Services. Revisions related to comments that materially change the project's program or scope will be considered Additional Services.
2. A Statement of Probable Construction Cost based on total square footage of building to confirm the project budget. Any "Statement of Probable Construction Costs" prepared by Consultant represents a reasonable estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.
3. A Project Development Schedule showing the proposed completion date of each task of the Project through design, bidding, and post design services.
4. Constructability Review reports shall be conducted by the City at design stages deemed necessary by the Project Manager. Consultant shall provide two full size deliverable plan sets to the City for this purpose. Consultant shall provide written responses to all comments within two weeks and shall maintain files of all related review reports and response reports. If necessary, City may coordinate Constructability Review meetings with some or all of the reviewers with Consultant present to discuss specific issues. In addition to the Constructability Review process mentioned above, City reserves the right to conduct a Peer Review of the Project documents at any design stage. Cost of such Constructability Review and a Peer Review would be borne by City. Any findings as a result of said Peer Review would be addressed by Consultant, and if requested by City, would be incorporated into the design documents, and if consistent with the project scope outlined above, at no additional cost to City.
5. Engage services of surveyor to prepare updated boundary, partial tree, and partial topographical survey of site. The cost of surveying will be a reimbursable expense.
6. Engage the services of a Geotechnical Engineer to prepare soils testing (borings and percolation) at the new building location(s). Review geotechnical report for structural concerns and for the recommended foundation system. The cost of geotechnical testing and engineering services will be a reimbursable expense.
7. The Consultant shall submit to the City digital copies of documents in .pdf format and progress *.dwg files if requested by the City. One full size hard copy will be provided to the City.

A3 Design Development

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

1. The Design Development Documents shall consist of drawings (site plans, floor plans, elevations, sections) and outline technical specifications.

2. Design Development consists of continued development and expansion of architectural and/or civil Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of each element through:
 - 2.1 Plans, sections and elevations
 - 2.2 Typical construction details
 - 2.3 Materials selection
 - 2.4 Construction phasing plan (as applicable)
3. The updated Development Schedules shall show the proposed completion dates of each milestone of each Project through design, bidding, construction and proposed date of occupancy. FGSS will also detail all long lead procurement items and architecturally significant equipment that will need to be purchased prior to the completion of Construction Documents.
4. Provide updated Statements of Probable Construction Cost. prepared in Construction Standard Index (CSI) format, to include a summary of the estimated Project cost and an evaluation of funding allocation. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar Project unit costs. Costs shall be adjusted to the projected bid date.

FGSS to coordinate with City to provide recommendations to reduce or lower the cost of the project, including scope adjustments, in order to bring the Design Development estimated costs within allocated funds. Alternate scope items will be evaluated, selected and agreed upon to be included in the drawings as items not in contract (NIC) that may be incorporated in the project if additional funds become available. In the event that the statement of Probable Construction Costs exceeds allocated funds and scope reductions/alternates are agreed with the City, the Consultant shall update its documentation, at no additional cost.
5. Prepare a summary report and/or Design Development drawings or sketches showing the foundations and the framing of the proposed Primary Structural System, including materials, gross sizes and critical details. These documents may become partially completed working drawings.
6. Review the initial results of any special studies required which area established during the Schematic Design Phase and determine their effects on the structural system.
7. Establish drawing and drafting standards for the Project with the client and design team, such as grid lines, match lines, scale and sheet size.
8. Prepare an outline of the project's specifications.
9. The Consultant shall submit to the City digital copies of documents in .pdf format and one hard copy.

A4 Construction Documents

From the approved Design Development Documents, Consultant shall prepare for written approval by City, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project. FGSS will prepare two 3-dimensional color renderings.

Consultant shall produce 50% and 100% Construction Documents submittals for review and approval by City, which shall include the following:

Prepare Construction documents for Architectural, Structural Engineering, Civil Engineering, Mechanical/Electrical Plumbing/Fire Protection Engineering and Landscape Architecture.

1. A Drawing Cover Sheet listing an index of all number of drawings by each discipline. Drawings not included in the 50% and 100% review shall be noted. Consultant shall attach an index of all anticipated drawing sheets necessary to fully define the Project.
2. The updated Project Development Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
3. Prepare an update of the DD Statement of Probable Construction Cost in CSI format at 50% Construction Documents progress and at 100% Construction Documents completion.
 - a. Prior to authorizing the Consultant to proceed with preparation of Construction Document Development, the City shall establish and communicate to the Consultant, a maximum sum for the cost of construction of the Project ("Maximum Cost Limit").
 - b. If the City has not advertised for bids within ninety (90) calendar days after the Consultant submits the Final Design to the City, the Consultant will provide an overall economic escalation multiplier to be applied to the estimated total amount. Further revisions to the estimate of the cost of construction beyond this calculation shall be adjusted by Consultant as an additional service if requested by the City.
4. Consultant may also be authorized to include in the Construction Documents approved additive and/or deductive alternate bid items, to permit City to award a Construction Contract within the limit of the budgeted amount.
5. A Project Specifications index and Project Manual to be submitted at 50% and 100% submittal with at least 50% and Final progress of the Specifications completed. Documents submittal shall also include all sections of Divisions "0" and "1".
6. Perform an internal review and check the structural design and the structural Contract Documents including the interrelationship of the Primary Structural System with the designs prepared by other design disciplines. The prime design professional is responsible for overall coordination of the various engineering disciplines and to perform a quality control review of the documents before documents are submitted to the City.
7. Prepare and process a Warrant Package for City approval of project.
8. Assist, if required, with manufacturer or supplier recommendations.
9. Consultant shall include, and will be paid for, City-requested alternates outside of the established Project scope or that are not constructed due to a lack of funds. No fee will be paid by City in connection with alternates required by the failure of Consultant to design the Project within the Fixed Limit of Construction Cost.
10. Consultant shall not proceed with further construction document development until approval of the 50% documents is received in writing from City. Approval by City shall be for progress only and does not relieve Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. Consultant shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The 50% Documents review (check) set shall be returned to City upon submission of 95% complete Construction Documents and Consultant shall provide an appropriate response to all review comments noted on these previously submitted documents.
11. At approximately 75% completion of the construction documents, FGSS will submit two black-white suggested angles of view and general composition of a rendering. Upon the City's selection of a rendering views, FGSS will prepare two final color renderings for submittal at Final Construction Documents submittal. FGSS will provide a digital image of the final rendering for City use.

12. The Consultant shall submit to the City digital copies of documents in .pdf and/or *.dwg format, as requested by the City. One hard copy will be provided at 50% submittal and one at 100% submittal.

A5 Dry Run Permitting / Final Construction Documents

FGSS shall prepare electronic building permit document packages and submit them electronically (or hard copies if required) to permit agencies/authorities having jurisdiction. We will provide all responses to permit review comments related to our scope of work and revised documents to the OCI Project Manager. OCI will provide Owner's documentation, such as signed permit application signatures, and payments required for the permit process. Permit dry run filing fees and hard printed copies for permit processing may be paid by the Consultant and reimbursed by the City as a Reimbursable Expense

FGSS shall prepare Final Construction Documents that reflect permitting and City of Miami review comments.

Upon completion of dry run permitting, FGSS shall provide digital copy of the Construction Documents in .pdf format and/or *.dwg format, as requested by the City. One hard copy will be provided for City use. Additional printed copies of the documents will be provided upon request as a reimbursable expense.

A6 Bidding and Award of Contract

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

1. The City shall issue the Bid Documents to prospective bidders and keep a complete List of Bidders.
2. The FGSS shall respond to technical questions related to the construction documents if any are required during the bidding period. All addendum or clarifications, or responses shall be issued by the City.
3. The FGSS shall prepare revised plans, if any are required, for the City to issue to all prospective bidders.
4. The City will schedule a "Pre-Bid Meeting" on an as needed basis, for the Project. FGSS shall attend one pre-bid meeting(s) with attendance by Sub-Consultants as FGSS deems necessary.
5. FGSS shall assist the City in evaluation of bids received to determine the responsiveness of bids and the preparation of documents for Award of a contract.
6. Notwithstanding anything above to the contrary, the City may require the Consultant to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost or fee to the City if all responsive and responsible bids received exceed ten percent (10%) of the Maximum Cost Limit.

A7 Construction Phase Services

The Construction Phase will begin with the issuance of the Notice to Proceed to the chosen Contractor and will end 30 days after issuance of the Punch List. Contractor provided documents shall be submitted to FGSS within 21 days of issuance of Substantial Completion. FGSS will provide to the City all post construction documents, including Contractor As-Built drawings, FGSS's record drawings; Contractor provided warranties, guarantees, operational manuals, Certificate(s) of Occupancy, and approved shop drawing submittals.

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

The FGSS shall visit the site to on a bi-weekly basis (every other week) to participate in Construction Progress Meetings and to conduct field observations, for a 12-month construction duration (24 visits/meetings), to ascertain the progress of the Project and observe compliance with the Contract Documents. Construction Progress meetings and review of Contractor's Certificate for Payment will take place during the above-mentioned site visits.

Special Inspector for the building (Threshold inspection) shall be provided by our Sub Consultants as an additional service under the Additional Services allowance as noted herein. The Geotechnical engineer shall provide Special Inspection services for soils preparation as an additional service under the Additional Services allowance or through the Contractor.

FGSS shall prepare reports on the observations made at site visits including progress the Work, recording any defects and deficiencies that may be observed, observing contractor notations on the "as-built" drawings and general status and progress made. FGSS will also record and distribute minutes of Progress Meetings electronically. Contractor pay requests will be reviewed once per month at a Construction Progress Meeting and FGSS will recommend approval of payment as appropriate, including preparing a written statement to the City signifying such recommendation and attaching it to the Contractor's Request for Payment.

Consultants will visit the site as follows:

- a) Structural Engineer: Up to 8 site visits/meetings.
- b) MEP Engineers: Up to twelve site visits by MEP engineering discipline, as well as a Punch List Substantial and Final inspections.
- c) Civil Engineers: Up to three site visits are included in the proposal.
- d) Landscape Architects: One site visit, as well as Punch List Substantial and Final Inspections.

Our services do not include preparing design solutions or site visits for the purpose of correcting non-conforming construction work. This work will be considered Additional Services. We will advise you if this situation arises and request proper compensation, which should be reimbursed to the City by the Contractor.

This proposal does not include work by FGSS to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the Work unless otherwise requested by the City as an Additional Service. FGSS will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The FGSS will not be held responsible for the Contractor's or sub-contractors', or any of their agents' or employees' failure to perform the work in accordance with the contract unless such failure of performance results from the FGSS's acts or omissions.

FGSS shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The FGSS shall render interpretations necessary for the proper execution or progress of the Work upon written request of either the City or the Contractor.

FGSS will review and approve, reject or take action on complete shop drawings, samples, RFIs and other submissions of the Contractor.

FGSS shall initiate and prepare required documentation for changes as required by the FGSS's own observations or as requested by the City and shall review and recommend action on proposed changes. Where the Contractor submits a request for Change Order or Change Proposal request, FGSS will review and submit to the City, a recommendation or proposed action along with an analysis and/or study supporting such recommendation.

FGSS shall examine the Work upon receipt of the Contractor's request for substantial completion inspection of the Project and shall, prior to occupancy by the City, recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project is substantially complete in accordance with the contract requirements. FGSS shall in conjunction with representatives of the City and the Contractor prepare a punch-list of any defects and discrepancies in the Work required to be corrected by the Contractor. Upon satisfactory completion of the punch-list the FGSS shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor. FGSS shall receive from the Contractor upon satisfactory completion of all items on the punch-list, all necessary close-out documentation from the Contractor including but not limited to all guarantees, operating and maintenance manuals for equipment, and such other documents and certificates as may be required by applicable codes, law, and the contract, and deliver them to the City before final acceptance shall be issued to the Contractor. Releases of Lien are transmitted to the City directly and will be gathered by City personnel.

Basic Commissioning of building systems will be provided upon City request and invoiced as an Additional Service. Basic commissioning process shall oversee and coordinate the traditionally separate functions of equipment startup, system performance testing and balancing, control system calibration, construction and system documentation and training for the project.

The surveyor will prepare a sketch and legal description of the new FPL easement.

FGSS shall receive the Contractor's "as built" drawings and submit them to the City upon approval by FGSS. The Contractor is responsible for preparing the "as built" drawings. FGSS shall furnish to the City the record documents illustrating markings from As-Built documents provided by the Contractor. FGSS prepare a "Record Set" by updating the electronic drawing files to reflect the "as-built" conditions marked by the Contractor. In preparing the "Record Set" documents FGSS shall rely on the accuracy of the information provided by the Contractor, including the Contractor's record drawings. FGSS shall furnish to the City a CD or thumb drive of the "Record Set Drawings" in Auto CADD or Revit format + .pdf format.

III. SUB-CONSULTANTS

The below listed Sub-Consultants will assist in the performance of the Work.

Sub-Consultant Name	Specialty or Expertise
Douglas Wood & Assoc.	Structural Engineering
Louis J. Aguirre & Assoc., Inc.	MEP Engineering
Milian Swain & Associates, Inc.	Civil Engineering
Curtis + Rogers Design Studio, Inc.	Landscape Architecture
CL Elias Construction, Inc.	Cost Estimating

IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below

SCHEDULE OF DELIVERABLES			
Task, Sub-task, or Activity ID #	Major Task, Sub-Task, Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery Date* (cumulative weeks, or calendar days)
A1	Development of Objectives	14 days	NTP + 14
A2	Schematic Design Submittal	75 days	NTP + 89
A3	Design Development	60 days	NTP + 149
A4	Construction Documents – 50% Submittal	60 days	NTP + 209
	Construction Documents – 100% Submittal	45 days	NTP + 254
A5	Permit Dry Run / Final Construction Documents	90 days	NTP + 344
A6	Bidding and Award of Contract	75 days	NTP + 419
A7	Construction (365 to Substantial+30 to Final)	395 days	NTP + 814

* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the City upon receipt of the NTP. Schedule does not include City review days. In order to expedite schedule we recommend "stand up" reviews where comments are provided to Design Team and notice to proceed to next phase is issued with provided comments.

V. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total Lump Sum, Not to Exceed fee of *Eight Hundred and Eleven Thousand Two Hundred and Twelve dollars and 00 cents (\$811,212.00)*. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, which shall not exceed \$ 13,102.00. Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061. Said fee also includes a Dedicated and Contingency Allowance for Services and Expenses that may be required in connection with the Work which shall not exceed \$143,010.00. The terms of this proposal is contingent upon completion of the work outlined herein no later than 776 days from the date of this proposal.

SUMMARY OF COMPENSATION*			
<i>Task, Sub-task, or Activity ID #</i>	<i>Major Task Name and/or Activity Description</i>	<i>Fee Amount</i>	<i>Fee Basis</i>
	BASIC SERVICES		
A1	Development of Objectives	\$ 26,942.00	
A2	Schematic Design	\$ 95,916.00	Lump Sum, Not to Exceed
A3	Design Development	\$ 133,589.00	Lump Sum, Not to Exceed
A4	50% Construction Documents	\$ 137,198.00	Lump Sum, Not to Exceed
	95% Construction Documents	\$ 124,410.00	Lump Sum, Not to Exceed
A5	Permit Dry Run / Final CD	\$ 20,433.00	Lump Sum, Not to Exceed
A6	Bidding and Award	\$ 13,418.00	Lump Sum, Not to Exceed
A7	Construction Phase Services	\$ 103,194.00	Lump Sum, Not to Exceed
	Basic Services – Professional Fees	\$ 655,100.00	
	ALLOWANCES		
	<i>Dedicated Allowances</i>		
	<i>Geotechnical and Asbestos Testing/Reports</i>	<i>7,000.00</i>	Not to Exceed
	<i>Special Inspector</i>	<i>18,009.00</i>	Not to Exceed
	<i>Basic Commissioning</i>	<i>18,000.00</i>	Not to Exceed
	<i>Acoustical Consulting</i>	<i>11,500.00</i>	Not to Exceed
	<i>Surveying</i>	<i>22,991.00</i>	Not to Exceed
	<i>Subtotal - Dedicated Allowances</i>	<i>77,500.00</i>	Not to Exceed
	<i>Subtotal – Reimbursable Expenses Allowance</i>	<i>13,102.00</i>	Not to Exceed
	<i>Subtotal – Contingency Allowance</i>	<i>65,510.00</i>	Not to Exceed
	TOTAL ALLOWANCES	156,112.00	Not to Exceed
	TOTAL	\$811,212.00	Lump Sum, Not to Exceed

*Note: Compensation should match the Task, Activities, and/or Deliverables identified.

VI. ADDITIONAL SERVICES & REIMBURSABLE EXPENSES ALLOWANCE

The City may establish an allowance for additional services requested by the City and for unforeseen circumstances, which shall be utilized at the sole discretion of the City. A budget for reimbursable expenses required to support the project may also be established by the City. This budgeted amount is included in the spreadsheet above under the Allowances line item. These services are not included in our Basic Services Professional Fee proposal.

The Reimbursable Expenses allowance includes a budget for costs such as printing, express delivery and courier.

The Dedicated Allowance includes anticipated costs for surveying, geotechnical investigation/recommendations/report, and asbestos survey/report, as well as the services of a Special Inspector, an Acoustical Consultant and a Commissioning Consultant.

The Contingency Allowance includes funding to cover the following services that may be required or requested by the City such as: Preparation for and attendance at community or commission meetings beyond those noted in Basic Services, including preparation for and small design revisions related to such meetings; additional construction site visits beyond those noted in Basic Services; CSI Division cost estimating beyond that noted in Basic Services for development of Statements of Probable Construction Cost; and unforeseen conditions.

The following services are not included in our basic services or in the Additional Services Allowance budget noted above: Design services of pre-manufactured products (such as bleachers, windows, railings, sports equipment, etc.), which are performed by specialty engineers, park illumination design, services listed above under the Allowances section, Permit or dry run fees, Constructability Review Process, PEER review process, zoning/permitting activities (except as noted above).

VII. DATA PROVIDED BY CITY

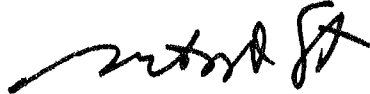
The following information or documents are to be provided by the City:

1. A complete set of electronic drawing files for the existing Community Building and sitework.
2. Hard copy, Word or pdf of the existing building project specifications.

VIII. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be Emilio Bustillo, AIA, LEED AP^{BD+C}.

Submitted by:



Natividad Soto, AIA, LEED AP BD+C, President
Ferguson Glasgow Schuster Soto, Inc.

Reviewed and approval in concept
recommended by:

Jose O. Caldeira, Project Manager
City of Miami Capital Improvements Program

ECONOMIC STIMULUS
Expedite Legislation
Attachment A - 4/12/19 Revised

Project	Project B#	Estimated Total Cost	Category
Very Poor Condition Roads, Phase 1 - Outside Priority Drainage Basins	40-B193622	\$ 7,590,182	Roads
Alice Wainwright Park Seawall and Resiliency	40-B40454C	\$ 4,906,280	Parks
Douglas Park Community Center	40-B40581	\$ 4,365,345	Parks
Legion Park Boat Ramp	40-B40510	\$ 1,895,536	Parks
Spring Garden Point Park	40-B40566	\$ 1,500,000	Parks
Legion Park Building	40-B40510A	\$ 2,995,893	Parks
City-wide Parks Access and Mobility Renovations	40-B193508	\$ 2,212,000	Parks
City-wide Parks Playground Renovations	40-B193509	\$ 2,788,200	Parks
City-wide Parks Roofing Reconstruction	40-B193510	\$ 655,400	Parks
Bay of Pigs Park	40-B183526	\$ 1,020,000	Parks
Shenandoah Park Pool Renovation	40-B40563	\$ 7,600,497	Parks
West End Park Master Plan, Pool Design and Enhancements	40-B183505	\$ 700,000	Parks
Antonio Maceo Boat Ramp and Dock Renovations	40-B17357	\$ 579,929	Parks
Curtis Park Community Center Design	40-B193511	\$ 400,000	Parks
Armbrister Park Community Center Design	40-B193512	\$ 400,000	Parks
Moore Park Gym Design and Construction	40-B193513	\$ 6,800,000	Parks
PBA/Fern Isle Park Enhancements	40-B40543	\$ 4,211,007	Parks
Coral Way Park Expansion and Enhancements	40-B193514	\$ 925,000	Parks
Riverside Park Renovations and Enhancements	40-B193515	\$ 995,000	Parks
Bryan Park Playground Renovations and Park Enhancements	40-B193516	\$ 650,000	Parks
New Park at 3699/3701 SW 1st AVE	40-B193517	\$ 1,200,000	Parks
New Park at 2200 SW 9th AVE & 910 SW 22nd RD	40-B193518	\$ 1,000,000	Parks
Fire Facilities Resiliency Project (FS10) - Design	40-B193207	\$ 420,000	Public Safety
Immediate Flood Control: Install Backflow Valves (Phase 1)	40-B193800	\$ 2,457,000	SLR&FP
Improve Drainage Outside of Priority Drainage Basins (Phase 1)	40-B193801	\$ 2,300,000	SLR&FP
Brickell Bay Drive Design Criteria Package	40-B193802	\$ 1,000,000	SLR&FP
Jose Marti Park Flood Mitigation Study and Design	40-B193803	\$ 940,000	SLR&FP
Fairview Flood Mitigation	40-B30737	\$ 4,944,615	SLR&FP
NW 17th Street from NW 27th AVE to NW 32nd AVE - Road & Drainage Construction	40-B183611	\$ 2,047,928	SLR&FP
City of Miami Infill Housing Program	No B#	\$ 2,000,000	Housing