

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 2, 2021

Presenter's Name and Title: Daryll Johnson, Construction Administration on behalf of Support Services; and Alicia Ayum, Director, on behalf of Procurement

Prepared By: Daryll Johnson, CGC

Temp. Reso. Number: 7409

Item Description: Temp. Reso. #R7409, APPROVING THE AWARD OF AMENDMENT NO. 2 FOR THE PROJECT ENTITLED "THE WEST WATER TREATMENT PLANT LAB & OFFICE SPACE" AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT WITH WALTERS ZACKRIA ASSOCIATES, PLLC., FOR THE PROVISION OF CONSTRUCTION ADMINISTRATION SERVICES IN AN AMOUNT NOT-TO-EXCEED \$59,720 AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$10,000, FOR A TOTAL PROJECT COST OF \$69,720. (Support Services Construction Administrator Daryll Johnson and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding is available in the Utility Fund, GL Account No. 410-55-807-533-000-606502-52038 (\$59,720) entitled CIP-Plan/Design/Engineering; and GL Account No. 410-55-807-533-000-606520-52038 (\$10,000) entitled CIP-Contingency.


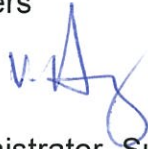
Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. R7409**
 - **Exhibit A: Original Agreement with Walters Zackria Associates, PLLC.**
- **Attachment(s)**
 - **Attachment 1: Amendment No. 1**
 - **Attachment 2: Amendment No. 2**
 - **Attachment 3: Walters Zackria Associates, PLLC's Proposal**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Daryll Johnson, Construction Administrator, Support Services Dept.

DATE: May 27, 2021

RE: Temp. Reso. No. R7409, approving the award of Amendment No. 2 in the amount not-to-exceed \$59,720 for Construction Administration Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R7409, for the award of Construction Administration Services to the current Architectural and Engineering Consultant; and authorizing the City Manager to execute the proposed amendment with Walters Zackria Associates, PLLC., for the provision of construction administration services in the amount not-to-exceed \$59,720, and allocating a contingency allowance of \$10,000, for a total cost of \$69,720.

ISSUE: The City desires to continue the architectural and engineering services with Walters Zackria Associates, PLLC., for Construction Administration Services for the West Water Treatment Plant Laboratory and Office Space Project.

City Commission approval is required for expenditures exceeding \$75,000, in accordance with City Code Section 2-412 (a)(1).

BACKGROUND:

August 2017 - The City executed the original agreement with Walters Zackria Associates, PLLC., for Architectural and Engineering Consulting Services, which did not include Construction Administration Services.

October 2019 – The City executed Amendment No. 1 in the amount of \$44,560 with Walters Zackria Associates, PLLC., for additional Design and Engineering Services to increase the overall square footage of the proposed structure.

November 2020 – Walter Zackria Associates, PLLC., completed the terms of its original agreement and corresponding Amendment No. 1 for Architectural and Engineering Consultant Services.

June 2021 – Anticipated Start of Construction

March 2022 – Anticipated Completion of Construction

PROCUREMENT: City Staff evaluated the proposal from Walter Zackria Associates, PLLC., and determined that the amount not to exceed \$59,720 was sufficient and in the best interest of the City for the proposed Construction Administration Services scope of work, and allocating a Contingency Allowance of \$10,000, for a total cost of \$69,720.

The Project Manager for this project is Rohan Green, Support Services.

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5/3/21
5/26/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF AMENDMENT NO. 2 FOR THE PROJECT ENTITLED “WEST WATER TREATMENT PLANT LAB & OFFICE SPACE”, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT WITH WALTERS ZACKRIA ASSOCIATES, PLLC, IN AN AMOUNT NOT-TO-EXCEED \$59,720 AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$10,000, FOR A TOTAL PROJECT COST OF \$69,720; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City desires to continue architectural and engineering consulting services with Walters Zakria Associates PLLC for Construction Administration Services for the West Water Treatment Plant Lab & Office Space Project; and

WHEREAS, the Construction Administration Services scope of work will include, but not limited to, site meetings, civil inspections / certifications, shop drawing review and approval, RFIs, close out documents and as-built drawings, etc.; and

WHEREAS, City Staff evaluated the proposal from Walters Zackria Associates, PLLC. and determined that the amount not to exceed \$59,720 was sufficient and in the best interest of the City, and allocating a Contingency Allowance of \$10,000, for a total cost \$69,720; and

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WHEREAS, the City Manager recommends that the City Commission approves the award of the amendment to Walters Zakria Associates, PLLC., and authorization for the City Manager to execute the proposed Amendment with Walters Zakria Associates, PLLC., in the amount not-to-exceed \$59,720, and allocating a Contingency Allowance of \$10,000, for a total cost of \$69,720, in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the Amendment to Walters Zakria Associates, PLLC., and authorizes the City Manager to execute the proposed Agreement with Walters Zakria Associates, PLLC., in an amount not-to-exceed \$59,720 and allocating a Contingency Allowance of \$10,000, for a total cost of \$69,720 in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as Being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the award of the Amendment to Walters Zakria Associates, PLLC.

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Section 3: That the City is authorized to execute the proposed Amendment with Walters Zakria Associates, PLLC., in an amount not-to-exceed \$59,720 and allocating a Contingency Allowance of \$10,000, for a total cost of \$69,720 in the form attached hereto as Exhibit "A", together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

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5/26/21

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Voted

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Reso. No. _____



**PROJECT AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
WALTERS ZACKRIA ASSOCIATES, PLLC.**

23 **THIS PROJECT AGREEMENT** (the "Agreement") is made and entered into this August, 2017, between the **CITY OF MIRAMAR, FLORIDA** (the "City"), a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025, and **WALTERS ZACKRIA ASSOCIATES, PLLC.**, (the "Consultant"), a Limited Liability Company, authorized to conduct business in the State of Florida, with its principal offices located at 1500 W. Cypress Creek Road, Suite 105, Ft. Lauderdale, Florida 33309.

WITNESSED:

WHEREAS, on September 2, 2015, by the adoption of Resolution No. 15-198, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional Services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Architecture, and has executed a Continuing Services Agreement applicable to the provision of such professional Services; and

WHEREAS, in response to Request for Letter of Interest No. 16-06-35 (the "RLOI"), attached hereto as **Attachment "A"**, and has been chosen by the City to provide Architectural Design Services for Laboratory, Office Space and General Building Expansion at the West Water Treatment Plant (the "Project, the "Services" or the "Scope of Services"), and the parties, through mutual negotiation, has agreed upon a Scope of Services and Fee for the Project.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement" in the Continuing Services Agreement between the parties), including any

General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "B"**;

1.3 The Continuing Services Agreement dated January 6, 2016, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

1.4 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates and required endorsements; and

1.5 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail. All definitions and terms used in the RFQ No.15-1-18 are incorporated in and are a part of this Agreement.

2. The Work

Consultant shall furnish all labor, Materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin Work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon and as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the "Contract Sum") for performing the professional consulting Services related to the Project shall be the fee of Eighty-Eight Thousand Three Hundred Eighty-Five Dollars (\$88,385), as specified in the Scope of Services request accepted by the City.

5. Payments

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Scope of Services request completed by the Consultant and accepted by the City. The City shall pay the Consultant for Work performed subject to the Specifications of the job and any additions and deductions by subsequent contract amendments

provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2: The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement and as required by the terms of the Solicitation. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

This Agreement may be terminated by the City for convenience upon 30 calendar Days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar Days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. Default

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. Anti-lobbying/No Contingent Fee

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. Warranties and Guarantees

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace

all Deficient Work due to negligent acts, errors or omissions without cost to the City.

10. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger; Amendment

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Walters Zackria Associates, PLLC.
Abbas H. Zackria, Principal
1500 West Cypress Creek Road
Suite 105
Ft. Lauderdale, Florida 33309
Telephone: 954-522-4123
Fax: 954-522-4128

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Telephone: 954-602-3115
Fax: 954-602-3672

With Copy to:
Weiss Serota Helfman
Cole & Bierman, P.L.
City Attorney
200 E. Broward Blvd., Suite 1900
Ft. Lauderdale, FL 33301
Telephone: 954-763-4242
Fax: 954-764-7770

15. Severability; Waiver

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal Law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions

16.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

16.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

16.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

16.4 Consultant shall comply with the Florida Public Records Act. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. 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 for in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential 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 contract, if Consultant does not transfer the records to the City.

Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology

systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

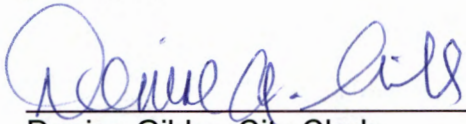
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

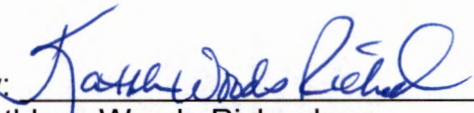
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

ATTEST:


Denise Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Kathleen Woods-Richardson,
City Manager

Dated: August 23, 2017

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:


City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

AS




FOR CONSULTANT:

WITNESS:



Print Name: TUAN PHAM

WALTERS ZACKRIA ASSOCIATES, PLLC.

By: 
Abbas H. Zackria, Principal

Date: 8/23/17
Corporate Seal: _____

**CITY OF MIRAMAR
REQUEST FOR LETTERS OF INTEREST
RLOI #16-06-35**

**Architectural Design Services for Laboratory, Office Space, and General
Building Expansion at the West Water Treatment Plant**

The City of Miramar proposes to obtain letters of interest and updated statements of qualifications for consulting services from pre-qualified firms within the technical library of firms awarded under City Resolution #15-198 in the category of Architecture. This is not a solicitation for services. This is a request for firms to provide updated information and express interest and credentials to assist the City in obtaining a subsequent proposal or proposals for architectural design and engineering consulting services.

The consulting services generally include planning, programming, reporting, architectural and engineering design, site planning, construction documentation, specifications, cost estimates, permitting, construction administration, startup, close-out and warranty report, and all necessary activities related to professional architectural design and engineering consulting services for the complete delivery of the Project in full conformance with applicable law, regulations and permitting requirements. All Federal, State, County and local requirements must be adhered to including but not limited to safety, security, NFPA45, OSHA, ANSI and UL requirements.

A committee will evaluate submittals based on the criteria listed below. A presentation may be requested.

Letters of Interest must be submitted in a sealed envelope, stating the Respondent's name and RLOI title and number on the outside of the package no later than 2:00 p.m., July 12, 2016, to:

**City Clerk's Office
2300 Civic Center Place
Miramar, FL 33025
954-602-3324**

Firms who participate in this Request for Letter of Interest (RLOI) process will be referred to below as "Respondents". Information requested is listed below.

Note: Please include one original and two copies of your response.

BACKGROUND/SUMMARY

The City of Miramar (City) Utilities Department is responsible for providing potable water and sewer services to customers within the service area. The East and West Water Treatment Plants provide the necessary treatment of raw water for the City's distribution system. The Wastewater Reclamation Facility treats and disposes of wastewater and provides

reclaimed water for irrigation use. Our State certified testing laboratory is located at the West Water Treatment Plant (WWTP).

The City of Miramar is seeking to engage the services of a qualified Design Consultant to provide professional architectural design and engineering consulting services for the design of laboratory, office space, and general building expansion at the WWTP, and other consultant services required through completion of actual construction.

Location address: 4100 S. Flamingo Road, Miramar, Florida 33027

Project Scope:

SCOPE OF THE PROJECT:

Space expansion at the WWTP for approximately 2,000 square feet for state-of-the-art laboratory and office facility to serve the City's current and future needs.

The Project shall have, but not limited to, the following spatial components:

- ◇ Ensure against sample cross-contamination and other sources of interference during testing.
- ◇ Industry-standard setbacks and/or barriers between sampling stations must be met.
- ◇ Sufficient and appropriate storage space must be available including storage space for sample-holding glassware, stock solution and hazardous materials inventories.
- ◇ Staff must have adequate office space and provisions for document control.
- ◇ Access control through the lab is essential for ensuring effective quality control/assurance and security.

Construction activities must allow for continuity of existing services. The areas currently occupied by the laboratory and plant operation staff must be made available at all times during construction.

Scope of Consultant Services: The consultant shall provide professional architectural services for the complete execution of the project, and preferably shall have in-house staff experience in the following areas:

1. Performing structural evaluations within the past five (5) years.
2. Providing structural design services for renovating existing structures
3. Providing design of public or private utility laboratories and office facilities.

Please provide an updated reference list showing relevant experience in these areas. Consultant may be required to attend project meetings or perform other activities to advance, perform and complete the work.

LETTER OF INTEREST FORMAT

The information requested below will assist City staff in the review process. Kindly provide the following in a letter format in the order listed below:

1. Brief updated description of qualifications and the specific local office personnel that will be assigned to this project (resumes preferred). **25 pts.**
2. Previous experience in the design of public or private utility laboratories and office facilities. **40 pts.**
3. Understanding of the project and a brief narrative of the proposed project approach. **25 pts.**
4. References of similar size and scope to this project, list project descriptions and reference contact information. Failure to provide references may deem your firm non-responsive. **10 pts.**
5. Proof of valid professional/occupational licensure and insurance (Errors and Omissions, General Liability and Workers Compensation).

Any questions, explanations or other requests regarding the Request for Letter of Interest must be addressed in writing to the City's Procurement Department, contact Alicia Ayum, at 954-602-3121 or by email aayum@miramarfl.gov.

The City reserves the right to waive any informalities or irregularities in this RLOI. The City reserves the right to reject any and all letters of interest as they may deem to be in the best interest of the City of Miramar residents and as may affect this project.

WALTERS

ZACKRIA

ARCHITECTS

Attachment B

**SCOPE OF SERVICES
LABORATORY AND GENERAL BUILDING EXPANSION AT THE WEST WATER TREATMENT
PLANT
DESIGN, PERMITTING, and BID/AWARD**

June 26, 2017

Preamble

The City of Miramar (**CITY**) owns and operates a State certified laboratory (LAB) located at its West Water Treatment Plant (WWTP). Due to increased regulatory requirements, the number and type of analytes and analyses has also increased, resulting in the need to expand and update the LAB. The purpose of this scope is to for Walters Zackria Architects (**WZA** or **CONSULTANT**) to provide professional architectural design and engineering consulting services for the design of approximately 2,500 to 3,000 square feet (SF) for laboratory and general building expansion at the WWTP. The consulting services generally include architectural and engineering building design, site design, limited interior design, construction documentation, specifications, cost estimates, permitting and construction administration and all necessary activities related to professional architectural design and engineering consulting services for the complete delivery of the Project in full conformance with applicable law, regulations and permitting requirements.

SCOPE OF WORK**TASK 1 - FIELD DOCUMENTATION AND EVALUATION SERVICES****Task 1.1 – Site Evaluation**

WZA and its subCONSULTANTS shall review the existing site conditions. City's zoning code shall be reviewed for relevant conditions including, but not limited to, maximum building area and height limitations, impact of setbacks or easements currently in place, amount of pervious area required, minimum lighting levels, and minimum landscaping requirements. Existing site shall be reviewed for existing relevant conditions including, but not limited to, utilities, trees, landscape features, and roadway connections. WZA shall attend up to 1 meeting.

Task 1.2 - Site Survey

WZA shall hire a survey firm, to compile an accurate current CAD local area survey which includes roads, boundaries, easements, topography at max. 50' grid, existing building location and size, existing tree location with species and size, existing equipment including location of all underground existing utility information. All existing improvements, such as parking lots, fencing, light poles, etc., shall be shown. Architect shall not be responsible or liable for undocumented or inaccurate survey information. The survey shall meet the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17.050 - .052, Florida Administrative Code. This shall be billed as a reimbursable item.

Task 1.3 - Geotechnical Testing and Recommendation

WZA shall hire a soil testing agency to provide soils borings and exfiltration testing as dictated by the architect or the sub-CONSULTANTS. Architect shall not be responsible or liable for undocumented or inaccurate soils information. This shall be billed as a reimbursable item.

TASK 2 - SCHEMATIC DESIGN SERVICES

Task 2.1 - Schematic Design

Once a current AutoCAD site survey is received from the surveyor, WZA shall develop a schematic site plan. Site plan shall consider existing building location, new building addition, building massing, existing parking and driveway locations, exterior site functions, ingress and egress, and traffic flows.

CONSULTANT shall develop a schematic building floor plan with limited interior design in an attached one-story building plan. The schematic plan shall show layout of all the spaces and functions necessary to support typical CITY LAB activities (limited interior design), traffic patterns, and spatial relationships. WZA shall develop schematic building elevations. WZA shall attend up to 1 schematic design meeting with City staff.

Task 2.2 - Preparation of Probable Construction Cost Estimate

CONSULTANT shall develop an opinion of probable cost of construction based on the 30% and 90% design milestone stages of the project. At the 30% design milestone, CONSULTANT shall provide a budget level opinion of probable cost. An estimate of this type is normally expected to be accurate within +15% and -15%. At the 90% design milestone, CONSULTANT shall update the budget level cost estimate provided at 30% design milestone.

TASK 3 – CONSTRUCTION DOCUMENT SERVICES

Task 3.0 – Project Meetings

CONSULTANT shall attend up to 6 Construction Document meetings with City staff to review submittals the 60%, 90% and 100% stages.

Task 3.1 – Project Coordination

CONSULTANT shall provide internal staff project coordination.

Task 3.2 – Coordination with Team Members

CONSULTANT shall provide coordination with subCONSULTANTS.

Task 3.3 - Construction Document Services – 60%, 90% and 100%

Once a schematic design approval is received from the City, Walters Zackria Associates and its CONSULTANTS shall proceed with Construction Document Services. WZA shall provide building addition Construction Documents including, but not limited to, Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection design, Landscaping and Civil design. Limited Interior Design and Furnishing Design Services are included to layout a functional laboratory Building construction systems shall be selected and coordinated with other disciplines.

Structural engineering scope of work shall include a foundation design for a new building. Foundation design shall be based on 2,500 PSF soil conditions. The building shall be at grade, which shall be coordinated with the existing site conditions and FEMA flood elevations.

The Mechanical Engineering scope of work shall consist of HVAC and exhaust system design to the new building addition and all lab equipment. HVAC system design shall utilize standard split system units and 100% fresh air units.

Electrical Engineering scope of work shall include electrical sub-feed service to the addition from the existing water treatment plant building, which has a backup generator system. Building power and lighting design shall be provided. Site lighting shall be provided via building mounted lights.

Information Technology design shall include coordination with City IT staff to extend phone, data, and cable services from the existing building into the new addition. Design for new services is not included in the scope of this project.

Redundant Power Systems design shall include coordination with City Electrical staff to extend emergency circuits from the existing generator into the new addition. Design for new electrical backup services and systems is not included in the scope of this project.

The Plumbing Engineering scope of work shall consist of water supply and sanitary plumbing to the new building emergency eyewash / shower and lab equipment.

The Fire Protection Engineering scope of work shall consist of performance design for a wet automatic fire suppression system fed from existing building fire protection system.

Civil engineering scope of work shall include storm water drainage for the new addition within the limits of work, designed to be in compliance with the existing drainage permit.

Landscape Architecture scope of work shall include landscaping and irrigation system design associated with the building addition site. Landscape and irrigation plans shall be provided showing existing vegetation and new landscape material within the limits of work.

WZA shall provide electronic AutoCAD, Word, Excel, PDF, files to the City. The 90% design milestone submittal shall consist of the entire contract document set including technical specifications and construction drawings for all work proposed. *CONSULTANT* shall provide *CITY* with five (5) hard copies and one electronic copy (PDF format) of the drawings. Hard copy drawings shall be one full size (22-inch x 34-inch) and four half size (11-inch by 17-inch). Fourteen calendar days of review time for the *CITY* have been provided for in *CONSULTANT*'s time of performance.

Task 3.4 - Project Specifications

Project Specifications shall be prepared for all building systems and components, including typical front end sections, in Construction Specifications Institute (CSI) Masterformat. One electronic copy (PDF and word format) of the technical specifications shall also be included in the 90% submittal. Hard copies of technical specifications will not be provided.

Task 3.5 - DRC / CAB Submittal and Approval

WZA shall submit hard copy drawings to Develop Review Committee (DRC) and Community Appearance Board (CAB) for project approval. WZA shall make any required changes to address comments. WZA shall attend meetings as required for approvals from DRC and CAB.

Addressing comments related to upgrading the existing building, site, parking, landscaping, irrigation, site tree survey, site drainage or other similar items is not included in the scope of basic services. If required, these items shall be address under task OS-1 as optional services.

Task 3.6 - A/E QA / QC Review

Documents prepared under task 3 shall be reviewed by *CONSULTANT* firm principals for quality control and coordination.

Task 3.7 - Final Check Documents

CONSULTANT shall provide CITY with six (6) hard copies and one electronic copy (PDF format) of construction contract documents that incorporate final comments received from CITY during the 90% design review meeting. Hard copy drawings shall be four (4) full size (22-inch x 34-inch) and two (2) half size (11-inch by 17-inch). Drawings shall also be provided in AutoCad format.

Four (4) sets of hard copies of specifications will be provided by *CONSULTANT*. One electronic copy (PDF and word format) of the technical specifications shall also be included in the submittal. This task will be completed within fourteen calendar days from receipt of the required information from the CITY.

TASK 4 – PERMITTING SERVICES

Task 4.1 - City Building Department Permitting Services

WZA shall obtain all approvals and permits from the City Building Department, and necessary for the construction. WZA shall make all revisions to the drawings and specification necessary to obtain approvals. The revisions made to the project due to the permitting requirements shall become the defined project to be used for contract award.

Task 4.2 - Site Engineering Permitting Services

At the 90% stage of design, *CONSULTANT* shall submit the 90% design documents with the appropriate application/forms to the permitting agencies having jurisdiction over the project, and necessary for the construction, listed below for review or permit issuance as appropriate.

- Broward County Environmental Protection and Growth Management Division (BC EPGMD)
- South Broward Drainage District
- South Florida Water Management District
- Florida Department of Environmental Protection (FDEP)

City of Miramar Building Department Preliminary Plan Review

CONSULTANT shall submit the contract documents to the City of Miramar Building Department for a preliminary review. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents. *CONSULTANT* shall participate in one meeting with the Building Department to resolve outstanding issues.

Failure to identify governmental authorities that have jurisdiction over project at the time of permitting scope preparation does not relieve *CONSULTANT* from responsibility to pursue the permit as described above. However, an equitable adjustment to the *CONSULTANT*'s compensation may be negotiated if deemed appropriate.

TASK 5 – BIDDING SERVICES

Task 5.1 Preparation of Final Bid Documents

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and CITY purchasing department. *CONSULTANT* shall prepare Bid Schedule and provide to CITY for incorporation into the Front End documentation. CITY will prepare Front End documentation and provide electronic copy (PDF and word format) to *CONSULTANT* for incorporation into Final Bid Documents.

CONSULTANT shall provide the CITY with one (1) electronic copy (PDF and word format) of the Final Bid Documents including, CITY's Front End and technical specifications (Divisions 1 through 17).

CONSULTANT shall provide CITY with five (5) hard copies and one electronic copy (PDF format) of the drawings. Hard copy drawings shall be one (1) full size (22-inch x 34-inch) and four (4) half size (11-inch by 17-inch).

Task 5.2 - Pre-Bid Conference and Job Walk Through

CONSULTANT shall attend one pre-bid conference and job walk through prior to the advertised bid date.

Task 5.3 - Issue Bid Documents and Addenda

CONSULTANT, in collaboration with the CITY, shall prepare timely responses to inquiries by potential bidders through written addenda. These queries shall be transmitted to the *CONSULTANT* by CITY. *CONSULTANT* shall prepare responses to technical inquiries deemed appropriate. Non-technical inquiries shall be provided by CITY. *CONSULTANT* shall prepare addenda and provide one electronic copy (PDF format) to CITY for distribution.

Task 5.4 - Bid Evaluation

CITY shall forward the lowest responsive bid to *CONSULTANT*. *CONSULTANT* shall evaluate bids for technical compliance and shall make a recommendation to the CITY in regard to the award of the contract. Non-technical bid requirements shall be evaluated by CITY. This Scope of Services does not include time for *CONSULTANT* to assist CITY in the event of a bid protest.

Task 5.5 - PREPARATION OF CONFORMED CONTRACT DOCUMENTS FOR EXECUTION

CONSULTANT shall provide four (4) sets of reproducible bid documents and addenda for execution by CITY and Construction Contractor within seven calendar days of request by CITY. Drawings shall be full size (22-inch x 34-inch).

Exhibit A
Time of Performance

TASK	Task Duration (Calendar Days)	Total Days from NTP
NTP	N/A	0
TASK 1: SITE EVALUATION AND SITE SURVEY	21 days	21
TASK 2: SCHEMATIC DESIGN	39 days	60
TASK3: CONSTRUCTION DOCUMENTS DEVELOPMENT	142 days	202
TASK 4 - BUILDING DEPARTMENT SUBMITTAL	45 days	247
TASK 5: BIDDING AND AWARD	60 days	307
Total (all tasks complete)		307 days

EXHIBIT B

FEE

CONSULTANT shall provide all services under this scope for a lump sum fee of \$69,885. An allowance for survey, geotechnical services, underground locates, and reimbursables in the amount of \$8,500 has been allotted and shall be paid on a time and materials basis. Additional funds of \$10,000 has been set aside as contingency for unforeseen conditions and shall be paid on a time and materials basis. Grand total project budget is **\$88,385**.

Key Assumptions

CONSULTANT's level of effort is based on the following key assumptions:

- Planning and Zoning approval is not included.
- Based on available property records that there is no existing soil contamination in the area to be impacted by construction.
- There are no undocumented or concealed existing site or building conditions.
- *CITY* will handle distribution of Bid Documents to construction contractors and other potential bidders through Demand Star.
- *CITY* shall pay all permit fees.
- The following are not included in this scope:
 - Major redesign effort due to change in overall project scope, budget, or programming criteria after Schematic Design Submittal.
 - Complete Interior Design and Furnishing Design Services.
 - Specialty Engineering Services including
 - Voice/data system design
 - Emergency Operations
 - Radio System Design
 - Public Announcement Systems
 - Lightning Protection Design
 - New electrical feed from FPL
 - New emergency power generator / fuel tank.
 - COPS Commissioning
 - LEED design or Certification

FEE TABLE

LABORATORY AND GENERAL BUILDING EXPANSION AT THE WEST WATER TREATMENT PLANT
DESIGN, PERMITTING, AND BIDDING

BASIC SERVICES		Principal Arch/Engineer	Project Arch/Engineer	Assistant Project Manager/Site Inspector	CAD Operator Level 1	Administrative	Subcontractor Selftotal	WZA Selftotal	TASK TOTAL
	RATE	\$220.00	\$160.00	\$115.00	\$100.00	\$90.00	\$	15,625.00	\$49,885.00
TASK 1	FIELD DOCUMENTATION AND EVALUATION							\$2,800.00	\$2,800.00
TASK 1.0	PROJECT MEETINGS (UP TO 1)	1	3						
TASK 1.1	PROJECT COORDINATION					2			
TASK 1.2	Data Collection								
	EXISTING SITE REVIEW AND DOCUMENTATION		1						
	OBTAIN SURVEY FROM CONSULTANT AND REVIEW		1						
	OBTAIN GEOTECHNICAL REPORT FROM CONSULTANT AND REVIEW		1						
TASK 1.3	Site Evaluation								
	EVALUATE FOUNDATION TYPES		1						
	DETERMINE UTILITIES AVAILABILITY AND LOCATION		1						
	ZONING REVIEW AND EVALUATION		1						
	REVIEW SET BACKS		1						
	Total Hours for TASK 1	1	10	0	0	2			
	Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$90.00			
	Total	\$220.00	\$1,600.00	\$0.00	\$0.00	\$180.00			
TASK 2	SCHEMATIC DESIGN							\$1,340.00	\$1,340.00
TASK 2.0	Project Administration								
	PROJECT MEETINGS (UP TO 1)	3	4						
	PROJECT COORDINATION	3				2			
TASK 2.1	Schematic Design								
	PREPARE SCHEMATIC SITE PLAN		8						
	PREPARE SCHEMATIC FLOOR PLANS BASED ON PROGRAM		8						
	COORDINATE BUILDING STYLE AND VOCABULARY		2						
	DEVELOP BUILDING MASSING		2						
	DESIGN BUILDING ELEVATIONS		2						
	PREPARE INITIAL SCHEMATIC SUBMITTAL		2						
	UPDATE SCHEMATIC DESIGNS BASED ON STAFF COMMENTS		2						
	PREPARE FINAL SCHEMATIC SUBMITTAL		2						
	RESUBMIT REVISED SCHEMATIC DESIGNS FOR OWNER APPROVAL		2						
TASK 2.2	Budget Estimate								
	PREPARE PROBABLE BUDGET ESTIMATE		2						
	TASK Deliverables								
	SITE PLAN								
	FLOOR PLAN								
	ALL ELEVATIONS								
	SECTIONS								
	PRELIMINARY MASSING								
	SUMMARY OF DESIGN AREAS AND CALCULATIONS								
	BUDGET ESTIMATE								
	Total Hours for TASK 2	6	36	0	0	2			
	Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$90.00			
	Total	\$1,320.00	\$5,760.00	\$0.00	\$0.00	\$180.00			
TASK 3	CONSTRUCTION DOCUMENT / DRC TASK							\$15,225.00	\$15,225.00
TASK 3.0	PROJECT MEETINGS (UP TO 4)	4	12						
TASK 3.1	PROJECT COORDINATION	1	4			1			
TASK 3.2	COORDINATION WITH TEAM MEMBERS	1	4			1			
TASK 3.3	PREPARE CONSTRUCTION DOCUMENTS - 60%, 90%, 100%								
	ARCHITECTURAL	3	10		30	1			
	STRUCTURAL	3	10		24	1			
	MECH / ELEC / PLUMBING / FIRE PROTECTION						\$9,400.00		
	CIVIL ENGINEERING		10		24				
	LANDSCAPE / IRRIGATION						\$5,825.00		
TASK 3.4	PROJECT SPECIFICATIONS	1	8						
TASK 3.5	DRC / CAB SUBMITTAL / REVIEW	1	8						
	CIVIL ENGINEERING (081)								
	LANDSCAPE / IRRIGATION (081)								
TASK 3.6	A/E QA / QC REVIEW	9							
TASK 3.7	FINAL CHECK DOCUMENTS	2	4		4				
	Total Hours for TASK 3	25	70	0	132	4			
	Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$90.00			
	Total	\$5,500.00	\$11,200.00	\$0.00	\$13,200.00	\$360.00			
TASK 4	PERMIT TASK ASSISTANCE							\$2,400.00	\$2,400.00
TASK 4.0	PROJECT MEETINGS (UP TO 1)	2	3						
TASK 4.1	PROJECT COORDINATION					1			
TASK 4.2	BUILDING DEPARTMENT PERMITTING	2	10				\$400.00		
TASK 4.3	SITE ENGINEERING PERMITTING	2	12						
	PERMIT REVISIONS AND RESUBMITTALS	2	8						
	Total Hours for TASK 4	8	33	0	0	1			
	Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$90.00			
	Total	\$1,760.00	\$5,280.00	\$0.00	\$0.00	\$90.00			
TASK 5	BID AND CONTRACT AWARD ASSISTANCE							\$2,400.00	\$2,400.00
TASK 5.0	PROJECT MEETINGS (UP TO 1)	3	3			1			
TASK 5.1	PREPARATION OF FINAL BID DOCUMENTS	2	10						
TASK 5.2	PRE-BID CONFERENCE AND JOB WALK-THRU	2							
TASK 5.3	ISSUE BID DOCUMENTS AND ADDENDA	1	6						
TASK 5.4	BID EVALUATION	1	6						
TASK 5.5	PREPARATION OF CONFORMED CONTRACT DOCUMENTS FOR EXECUTION	2	3		4				
	Total Hours for TASK 5	12	28	0	4	1			
	Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$90.00			
	Total	\$2,640.00	\$4,480.00	\$0.00	\$400.00	\$90.00			
	CONSTRUCTION PERMITTING AND INSURANCE								\$10,000.00
	CONSTRUCTION PERMITTING AND INSURANCE								\$10,000.00
	GRAND TOTAL								\$49,885.00

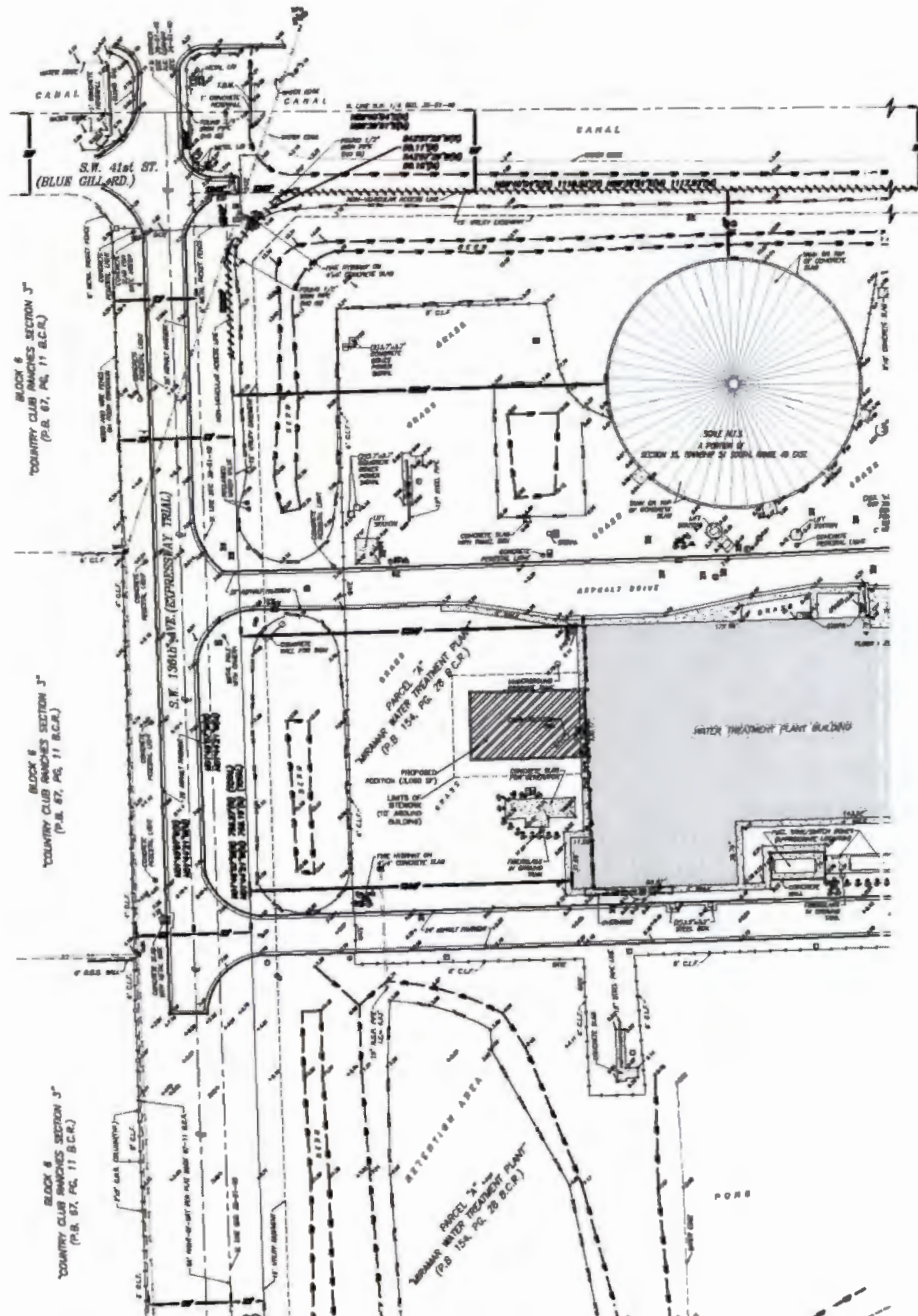


1500 W. Cypress Creek Rd., Suite 105, Fort Lauderdale, Florida 33309
Phone: 954-522-4123 Fax: 954-522-4128

Florida Registration: AA26000970
admin@wza-architects.com

EXHIBIT C

PROPOSED ADDITION





CONTINUING SERVICES AGREEMENT

For

PROFESSIONAL CONSULTING SERVICES

Between

CITY OF MIRAMAR

And

WALTERS ZACKRIA ASSOCIATES, PLLC.

THIS AGREEMENT, is made effective on the last date of execution herein, between the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (the "CITY") whose place of business is 2300 Civic Center Place, Miramar, Florida 33025, and WALTERS ZACKRIA ASSOCIATES, PLLC., a Florida limited liability company, authorized to conduct business in the State of Florida (the "CONSULTANT"), whose principal place of business is 620 South East First Street, Fort Lauderdale, Florida 33301.

WHEREAS, the City advertised RFQ No. 15-01-18, Architectural and Engineering Consulting Services to establish a renewed library of Engineering and Architectural Consultants to perform professional services for Specific Projects (the "Specific Projects") for the City on an as needed basis; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City solicited offers from qualified architects and engineers and selected the Consultant to provide the professional services required for the Specific Project; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

WHEREAS, the purpose of this Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions that shall be incorporated into subsequent supplemental agreements for Specific Projects, when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the City and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions, provided in Request for Qualifications No. 15-01-18 for Engineering and Consulting Services (the "RFQ"), are also incorporated herein.

1.1 Lump Sum: a method of payment to the Consultant for a fixed sum amount that constitutes total compensation to the Consultant for the performance by the Consultant of a Specific Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the Consultant.

1.2 Reimbursable Direct Expenses or Reimbursables: the non-salary expenses directly attributable to the Project, including without limitation long-distance communications; application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant fees.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.4 Subconsultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Broward County. No overnight travel or out-of-town travel outside of Broward County shall be reimbursed unless the Consultant has secured advance written authorization for such travel from the City Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the Consultant shall provide professional services to the City for Specific Projects as authorized from time to time by the City. The City reserves the right to select one or more firms to perform any Specific Project(s).

2.2 When the need for services for a Specific Project occurs, the City may, in its sole discretion, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The City shall initiate negotiations by providing the Consultant with a "Scope of Services Request," requesting from the

Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal that includes a lump sum fee and a manpower-task breakdown.

2.3 The agreement for each Specific Project (the "Project Agreement") shall set forth, among other things, the following:

2.3.1 The Scope of Services;

2.3.2 The deliverables;

2.3.3 The time and schedule of performance, any applicable penalty for failure to timely perform, and term;

2.3.4 The amount and schedule of payment of compensation;

2.3.5 The personnel assigned to the Specific Project; and

2.3.6. Any other details necessary to accomplish the Specific Project.

2.4 The professional Services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. The City Manager is authorized to negotiate and execute such Project Agreements to the extent authorized by the City Code. The Consultant's services shall be performed, completed and submitted to the City as specified in this Agreement and in the Project Agreement.

2.5 The Contract Documents for each Specific Project shall incorporate this Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 In the event the City and the Consultant are unable to reach a satisfactory Specific Project Agreement or the City determines that the best interests of the City would be served by procuring services for a Specific Project from another Consultant, then the City may, in its sole discretion, terminate negotiations with the Consultant for the Specific Project.

SECTION 3. TERM AND TERMINATION

3.1 The term of this Agreement shall be for a period of three years, commencing on the last date of execution herein, with two successive City options to renew for additional one year terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or

his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

3.2 **TERMINATION – For Convenience** - This Agreement may be terminated by the City for convenience upon 30 calendar days' written notice to the Consultant. In the event of such termination, any services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City, up through the date of termination. Under no circumstances shall City make payment of profit for services that have not been performed.

3.3 **TERMINATION - For Cause** - This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 **EFFECT ON PROJECT AGREEMENT** - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement or as provided by law.

SECTION 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach herein, an event of default shall include the following:

- 4.1.1 Consultant has not performed services in a timely manner;
- 4.1.2 Consultant has refused or failed to supply sufficient properly skilled staff personnel;
- 4.1.3 Consultant has failed to make prompt payment to Subcontractors or suppliers for any services;
- 4.1.4 Consultant has become insolvent or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or

debtor/creditor law or the Consultant's affairs have been put in the hands of a receiver;

4.1.5 Consultant has failed to obtain the approval of the City where required by this Agreement;

4.1.6 Consultant has failed in the representation of any warranties;

4.1.7 Consultant has refused or failed to provide the services as defined in this Agreement.

4.2 In the event Consultant fails to comply with the provisions of this Agreement, the City may declare the Consultant in default, notify the Consultant in writing, and give the Consultant a reasonable time to cure the default. In no event shall the time period for curing the defect exceed 15 business days unless otherwise agreed to by the parties. In the event payment has been made for services or any work not completed, the Consultant shall return these sums to the City within 10 days after notice that these sums are due. Nothing in this Article shall limit the City's right to terminate, at any time, pursuant to the provisions of this Agreement.

4.3 In an Event of Default, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

4.3.1 lost funding, and

4.3.2 all costs associated with procuring alternate services, including without limitation, for the Services and additional amounts expended by the City, including procurement and administrative costs.

4.4 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the City by directive, without invalidating the Project Agreement. The Consultant shall comply with the directive. The terms of the resulting Change

Order shall be based upon rates provided in the Consultant's Proposal for the Specific Project, or at actual cost.

5.2 Change Order Defined. Change Order shall mean a document, which is signed by the Consultant and the City and authorizes an adjustment in the work, contract price or contract time.

5.3 Effect of Executed Change Order. The execution of a Change Order by the City and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services, the compensation to be paid to Consultant and the required time for performance. The Consultant, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation (including additional overhead) for matters relating to or arising out of or resulting from the services included within or affected by the executed Change Order. The Consultant agrees that no claim for delay damages shall be asserted against the City and hereby waives the right to assert any such claim.

SECTION 6. CITY'S RESPONSIBILITIES

The City shall:

6.1 Provide Consultant with all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

6.2 Furnish to Consultant, at the Consultant's request, existing studies, reports and other available data pertinent to the services to be provided by Consultant.

6.3 Provide Consultant access to City property as required for Consultant to perform services.

SECTION 7. CODE OF ETHICS

The code of ethics of the National Society of Professional Engineers is incorporated into this Agreement by this reference.

SECTION 8. POLICY OF NON-DISCRIMINATION

The Consultant shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Specific Project and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of Work under this Agreement or a Project Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization. Any reuse of such documents by the Consultant without the written consent of the City for the specific purpose intended will be at the Consultant's sole risk and is not authorized by the City.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

9.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

SECTION 10. RECORDS/AUDITS

10.1 Consultant shall maintain and require Subconsultants to maintain complete and accurate records, books, documents, papers and accounts pertaining to Work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by City or any authorized City representative with reasonable notice and shall be kept for a period of three years after the completion of each Specific Project performed pursuant to this Agreement. Incomplete or inaccurate entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries.

10.2 Refusal of the Consultant to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement.

SECTION 11. 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. In the event the Consultant violates this provision, City shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this Agreement. Services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant or an authorized Subcontractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of City, which may be withheld for any reason.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed by authorized agents of both parties.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 The Consultant shall indemnify and hold harmless the City and its officers and employees 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 the services under this Agreement and any Project Agreement.

14.2 The Consultant acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15.

SECTION 15. INSURANCE

15.1 The Consultant shall not commence Work under this Agreement until Consultant has obtained all insurance required under this Section and such insurance has been approved by the Risk Manager of the City; nor shall the Consultant allow any

Subcontractor to commence Work on its sub-contract until all similar insurance as such required of the Subcontractor has been obtained and approved. The Consultant shall secure and maintain such insurance throughout the duration of this Agreement and any Project Agreement.

15.2 Certificates of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the Consultant shall provide to the City's Risk Management Division, certificates of Insurance evidencing the required insurance coverages. The certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall state that such insurance is as required by this Agreement and any Project Agreement. The City reserves the right to require the Consultant to provide a certified copy of such policies upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. All policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as an additional insured on all insurance policies, and with a waiver of subrogation in the City's favor. Consultant shall supply City with copies of all policies and required endorsements.

15.3 Policyholders and Financial Ratings must be no less than "A-VII" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

15.4 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be maintained during the term of this Agreement and any Project Agreement to comply with statutory limits for all employees, if required, and in the case any work that is sublet, the Consultant shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this policy Employer's Liability Insurance with minimum limits of \$1,000,000.00 for each accident.

15.5 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive

than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

15.6 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or Subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with a \$2,000,000 general aggregate.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations; 2) Independent Contractors and Products and/or Completed Operations; 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The City is to be specifically included as an additional insured with waiver of subrogation in favor of the City against the liability of the City resulting from operations performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the City as an additional insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

15.7 Professional Liability. The Consultant shall furnish professional liability insurance coverage in an amount not less than \$1,000,000.00 with a deductible of \$50,000.00 or less, per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of each Project Agreement. Upon request of the City, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the City, in writing, within 30 calendar days of any claims filed or made against this policy during the policy term.

15.8 All deductibles or self-insured retentions must be declared to and be approved by the City Manager or designee. The Consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures related to any Project Agreement.

SECTION 16. REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. The City designates the City Manager or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant shall inform the City Representative, in writing, of the representative of Consultant to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

If either the City or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement, 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, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which are applicable to or which affect the procedures of the Consultant.

19.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Specific Project for which the Consultant has provided services under a Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification

from the City, the Consultant shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the City, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the City for any other services and expenses made necessary thereby. The City's rights and remedies under this section are in addition to and are cumulative of any and all other rights and remedies provided by this Agreement, any Project Agreement, or by law, equity or otherwise.

19.4 The Consultant's obligations under Sections 14 and 19 shall survive termination or expiration of this Agreement or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

19.6 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

19.7 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

SECTION 20. SUBCONSULTANTS

20.1 In the event the Consultant requires the services of any Subconsultants/Subcontractors or other professional associates in connection with

services covered by this Agreement or any Project Agreement, the Consultant must first secure the prior written approval of the City before acquiring subcontracted Work.

20.2 Any subcontract with a Subcontractor or Subconsultant shall afford to the Consultant rights against the Subcontractor or Subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination set forth herein.

20.3 No reimbursement or payment shall be made to the Consultant for any Subconsultants that have not been previously approved in writing by the City for use by the Consultant.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Walters Zackria Associates, PLLC
Abbas H. Zackria, President
1500 West Cypress Creek Road, Suite 105
Fort Lauderdale, Florida 33309

FOR CITY:

City of Miramar
Kathleen Woods-Richardson, City Manager
2300 Civic Center Place
Miramar, Florida 33025

With Copy to:

Weiss Serota Helfman Cole & Bierman P.L.
Jamie A. Cole, Esq., City Attorney
200 East Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Compensation under any Project Agreement shall be adjusted to exclude any sums by which the City determines the contract price

was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. DISPUTE RESOLUTION

23.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

23.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 27. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 28. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 29. CONFLICT-OF-INTEREST

29.1 To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector individuals or entities with regard to engineering issues within the City without first notifying the City of the services to be performed. If, after such notification, the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting work within the same office or organizational unit, but will clearly separate the work efforts. Furthermore, no information will be shared between the two units in performing such services. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by the Consultant in completion of the services under any Project Agreement.

29.2 Furthermore, Consultant covenants that no person under its employ who exercises any functions or responsibilities on behalf of the City, in connection with this Agreement, or with any Project Agreement, will have any personal financial interest, direct or indirect, with contractors or vendors providing professional services on Specific Projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to City.

SECTION 30. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of this Agreement or any Project Agreement, including as set forth above, shall survive termination of the Agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 31. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by Consultant, by and through its President, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

Denise Gibbs
Denise Gibbs
City Clerk

CITY OF MIRAMAR

By: Kathleen Woods-Richardson
Kathleen Woods-Richardson
City Manager

Dated: January 6, 2016

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Miramar only:

ENE
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

FOR ARCHITECT/ENGINEER:

WITNESSES:

Josephine Lacina
Print Name: JOSEPHINE LACINA

Oscar Martinez
Print Name: Oscar Martinez

WALTERS ZACKRIA ASSOCIATES, PLLC

By: MA
Print Name: Abbas Zackria

Dated: 10/18/15

(CORPORATE SEAL)

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company****WALTERS ZACKRIA ASSOCIATES, PLLC****Filing Information**

Document Number	L04000071177
FEI/EIN Number	20-2365592
Date Filed	09/30/2004
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	04/06/2011
Event Effective Date	NONE

Principal Address**620 SE FIRST STREET
FORT LAUDERDALE, FL 33301**

Changed: 01/22/2013

Mailing Address**620 SE FIRST STREET
FORT LAUDERDALE, FL 33301**

Changed: 01/22/2013

Registered Agent Name & Address**WALTERS, ROBERT S
620 SE 1ST STREET
FORT LAUDERDALE, FL 33301**

Name Changed: 01/22/2013

Address Changed: 04/19/2006

Authorized Person(s) Detail**Name & Address**

Title VP, Managing Member

**WALTERS, ROBERT S
620 SE FIRST STREET
FORT LAUDERDALE, FL 33301**

Title President, Managing Member

ZACKRIA, ABBAS H
620 SE FIRST STREET
FORT LAUDERDALE, FL 33301

Title Director

SCALA, ANTHONY M
620 SE FIRST STREET
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2013	01/22/2013
2014	01/27/2014
2015	02/26/2015

Document Images

02/26/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
02/09/2012 -- ANNUAL REPORT	View image in PDF format
04/06/2011 -- LC Amendment	View image in PDF format
02/09/2011 -- ANNUAL REPORT	View image in PDF format
03/02/2010 -- ANNUAL REPORT	View image in PDF format
01/16/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format
04/19/2006 -- ANNUAL REPORT	View image in PDF format
08/08/2005 -- Amendment	View image in PDF format
03/03/2005 -- ANNUAL REPORT	View image in PDF format
01/21/2005 -- Name Change	View image in PDF format
09/30/2004 -- Florida Limited Liability	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth Ins&Risk Mgmt Services Inc P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth PHONE (A/C, No, Ext): (786) 930-4795 E-MAIL ADDRESS: erinn@collinsworthinsurance.com FAX (A/C, No): (786) 930-4794
INSURED Walters Zackria Associates, PLLC 1500 W. Cypress Creek Road Suite 105 Fort Lauderdale FL 33309	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Cas & Surety Co INSURER B: Berkley Ins Co INSURER C: Travelers Indemnity Co INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Cert ID 101

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	680-0G797374	6/16/2015	6/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-0G797374	6/16/2015	6/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-4457T655	6/16/2015	6/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEC-9003926-01 Claims Made Form	6/16/2015	6/16/2016	Each Claim 2,000,000 Policy Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CSA 2015 Architectural/Engineering Library - RFQ 15-01-18

Certificate holder is named as an additional insured, excluding professional services, on the General Liability; said coverage provides for a waiver of subrogation, severability of interest and is primary and noncontributory to that of the Certificate Holder. Professional Liability Each Claim Deductible: \$25,000

Policies endorsed to provide 30 days written notice of cancellation; 10 days for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Miramar
2300 Civic Center Place
Miramar FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Crew F. Extension Of Coverage – Damage To Premises Rented To You G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion H. Medical Payments Limit I. Increased Supplementary Payments J. Additional Insured – Owner, Manager Or Lessor Of Premises K. Additional Insured – Lessor Of Leased Equipment L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> N. Additional Insured – Architect, Engineer Or Surveyor O. Who Is An Insured – Newly Acquired Or Formed Organizations P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess Q. Per Project General Aggregate Limit R. Knowledge And Notice Of Occurrence Or Offense S. Unintentional Omission T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement U. Amended Bodily Injury Definition V. Amended Insured Contract Definition – Railroad Easement W. Amended Property Damage Definition – Tangible Property X. Additional Definition – Contract or Agreement Requiring Insurance |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY**

COMMERCIAL GENERAL LIABILITY

INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
 - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
 3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

COMMERCIAL GENERAL LIABILITY

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another** Exclusion in 2. **Exclusions** of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** in **COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

(2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

(3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

COMMERCIAL GENERAL LIABILITY

- (2) If the equipment is leased with an operator.

3. This Provision **K.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision **N.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision **O.** does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph **2.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **B**; and
 - b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

COMMERCIAL GENERAL LIABILITY

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **S.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to **SECTION V – DEFINITIONS**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a.** After you have entered into that contract or agreement;
- b.** While that part of the contract or agreement is in effect; and
- c.** Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth Ins&Risk Mgmt Services Inc P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth
	PHONE (A/C, No, Ext): (786) 930-4795 FAX (A/C, No): (786) 930-4794
	E-MAIL ADDRESS: erinn@collinsworthinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Berkley Ins Co NAIC # 32603
	INSURER B: Travelers Ind Co of CT 25682
	INSURER C: Travelers Cas & Surety Co 19038
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1788 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	680-02J143494	06/16/2017	06/16/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	680-02J143494	06/16/2017	06/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	UB-4457T65-5	06/16/2017	06/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEC-9017248-00 Claims Made Basis	06/16/2017	06/16/2018	Each Claim \$ 2,000,000 Policy Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE - Laboratory and General Building Expansion at the West Water Treatment Plant
Certificate Holder is named as additional insured, excluding professional services, on the General and Auto Liability, when required by written agreement; said coverages are primary and non-contributory to that of the Certificate Holder. The General Liability, Auto Liability, and Workers Compensation policies provide for a waiver of subrogation in favor of the Certificate Holder. Issuing companies will provide Certificate Holder with 30 days written notice of cancellation; 10 days for non-payment of premium, excepting Workers Compensation.
Professional Liability Each Claim Deductible: \$25,000

CERTIFICATE HOLDER

City of Miramar
City Clerk's Office
2300 Civic Center Place

Miramar FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erinn E. Collinsworth

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Crew F. Extension Of Coverage – Damage To Premises Rented To You G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion H. Medical Payments Limit I. Increased Supplementary Payments J. Additional Insured – Owner, Manager Or Lessor Of Premises K. Additional Insured – Lessor Of Leased Equipment L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> N. Additional Insured – Architect, Engineer Or Surveyor O. Who Is An Insured – Newly Acquired Or Formed Organizations P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess Q. Per Project General Aggregate Limit R. Knowledge And Notice Of Occurrence Or Offense S. Unintentional Omission T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement U. Amended Bodily Injury Definition V. Amended Insured Contract Definition – Railroad Easement W. Amended Property Damage Definition – Tangible Property X. Additional Definition – Contract or Agreement Requiring Insurance |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons or property for a charge;

2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another** Exclusion in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
 - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to SECTION V – DEFINITIONS:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



**AMENDMENT No. 1
To
PROJECT AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
WALTERS ZACKRIA ASSOCIATES, PLLC.**

Relating to

**Architectural Design Services for Laboratory, Office Space and General Building
Expansion at the West Water Treatment Plant
As Approved by Resolution No. 15-198**

This **AMENDMENT No. 1** is made between **THE CITY OF MIRAMAR, FLORIDA**,
a Florida municipal corporation (hereinafter referred to as "City")

AND

WALTERS ZACKRIA ASSOCIATES, PLLC., (hereinafter referred to as
"Consultant", a corporation authorized to do business in the State of Florida, whose
principal place of business is 5813 N. Andrews Way, Fort Lauderdale, FL 33309.

WHEREAS, on September 2, 2015, by the adoption of Resolution No. 15-198, the
City Commission approved a pool of Architectural and Engineering Consultants to provide
professional Services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the pool under the subcategory of
Architecture, and has executed a Continuing Services Agreement applicable to the
provision of such professional Services; and

WHEREAS, the Consultant was chosen by the City to provide Architectural Design
Services for Laboratory, Office Space and General Building Expansion at the West Water
Treatment Plant (the "Project, the "Services" or the "Scope of Services"), and the parties,
through mutual negotiation, agreed upon a Scope of Services and Fee for the Project
(reference Exhibit "A"); and

WHEREAS, on August 23, 2017, the parties entered into an agreement for the
Services ("Original Agreement"); and

Amendment No. 1 - RLOI#16-06-35
Architectural Design Services for Laboratory, Office Space and
General Building Expansion at the West Water Treatment Plant
Walters Zackria Associates, PLLC.

WHEREAS, the parties desire to amend the Agreement to add additional services for the completion of the Services.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this First Amendment.

2. That Attachment B of the Original Agreement is hereby amended to include the additional Consultant Services required to complete the Design, Construction Documentation Modification Re-permitting/Variance Processing & Bid Assistance of the Project, in an amount not to exceed \$44,560. The scope of work from the Consultant dated 3/14/2019 and revised 8/13/19 shall become part of and shall be incorporated into the terms of the Contract and its amendment for all purposes (reference Exhibit "B");.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.


4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Project Agreement on the respective dates under each signature: City of Miramar, signing by and through its City Manager, authorized to execute same, and by the duly authorized representative of the CONSULTANT, to execute same.

FOR CITY:

ATTEST:

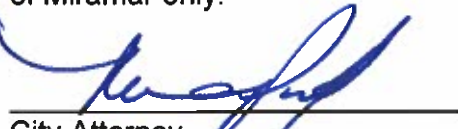

Denise A. Gibbs
City Clerk

CITY OF MIRAMAR


By: 
Vernon E. Hargray
City Manager

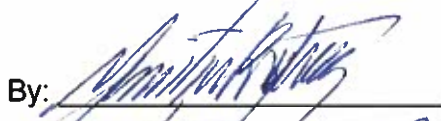
Dated: 10/3/19

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Miramar only:



City Attorney
Austin Pamies Norris
Weeks Powell, PLLC

FOR CONSULTANT:

WITNESS:

By: 
Print Name: Veronica Rodriguez
Title: OFFICE MANAGER

WALTERS ZACKRIA ASSOCIATES, PLLC.

By: 
Print Name: Abbas Zackria
Title: President
Dated: 8/14/19



**PROJECT AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
WALTERS ZACKRIA ASSOCIATES, PLLC.**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this 23 day of August, 2017, between the **CITY OF MIRAMAR, FLORIDA** (the "City"), a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025, and **WALTERS ZACKRIA ASSOCIATES, PLLC.**, (the "Consultant"), a Limited Liability Company, authorized to conduct business in the State of Florida, with its principal offices located at 1500 W. Cypress Creek Road, Suite 105, Ft. Lauderdale, Florida 33309.

WITNESSED:

WHEREAS, on September 2, 2015, by the adoption of Resolution No. 15-198, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional Services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Architecture, and has executed a Continuing Services Agreement applicable to the provision of such professional Services; and

WHEREAS, in response to Request for Letter of Interest No. 16-06-35 (the "RLOI"), attached hereto as **Attachment "A"**, and has been chosen by the City to provide Architectural Design Services for Laboratory, Office Space and General Building Expansion at the West Water Treatment Plant (the "Project, the "Services" or the "Scope of Services"), and the parties, through mutual negotiation, has agreed upon a Scope of Services and Fee for the Project.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement" in the Continuing Services Agreement between the parties), including any

General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "B"**;

1.3 The Continuing Services Agreement dated January 6, 2016, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

1.4 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates and required endorsements; and

1.5 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail. All definitions and terms used in the RFQ No.15-1-18 are incorporated in and are a part of this Agreement.

2. The Work

Consultant shall furnish all labor, Materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin Work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon and as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the "Contract Sum") for performing the professional consulting Services related to the Project shall be the fee of Eighty-Eight Thousand Three Hundred Eighty-Five Dollars (\$88,385), as specified in the Scope of Services request accepted by the City.

5. Payments

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Scope of Services request completed by the Consultant and accepted by the City. The City shall pay the Consultant for Work performed subject to the Specifications of the job and any additions and deductions by subsequent contract amendments

provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2: The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement and as required by the terms of the Solicitation. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

This Agreement may be terminated by the City for convenience upon 30 calendar Days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar Days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. Default

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. Anti-lobbying/No Contingent Fee

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. Warranties and Guarantees

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace

all Deficient Work due to negligent acts, errors or omissions without cost to the City.

10. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger; Amendment

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Walters Zackria Associates, PLLC.
Abbas H. Zackria, Principal
1500 West Cypress Creek Road
Suite 105
Ft. Lauderdale, Florida 33309
Telephone: 954-522-4123
Fax: 954-522-4128

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Telephone: 954-602-3115
Fax: 954-602-3672

With Copy to:
Weiss Serota Helfman
Cole & Bierman, P.L.
City Attorney
200 E. Broward Blvd., Suite 1900
Ft. Lauderdale, FL 33301
Telephone: 954-763-4242
Fax: 954-764-7770

15. Severability; Waiver

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal Law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions

16.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

16.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

16.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

16.4 Consultant shall comply with the Florida Public Records Act. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. 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 for in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential 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 contract, if Consultant does not transfer the records to the City.

Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology

systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.


IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

ATTEST:

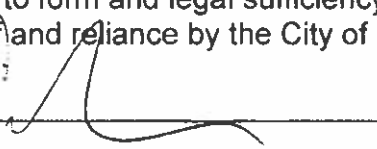

Denise Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Kathleen Woods-Richardson,
City Manager

Dated: August 23, 2017

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:


City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

AS

FOR CONSULTANT:

WITNESS:



Print Name: TUAN PHAM

WALTERS ZACKRIA ASSOCIATES, PLLC.

By: 
Abbas H. Zackria, Principal

Date: 8/23/17
Corporate Seal:

**CITY OF MIRAMAR
REQUEST FOR LETTERS OF INTEREST
RLOI #16-06-35**

**Architectural Design Services for Laboratory, Office Space, and General
Building Expansion at the West Water Treatment Plant**

The City of Miramar proposes to obtain letters of interest and updated statements of qualifications for consulting services from pre-qualified firms within the technical library of firms awarded under City Resolution #15-198 in the category of Architecture. This is not a solicitation for services. This is a request for firms to provide updated information and express interest and credentials to assist the City in obtaining a subsequent proposal or proposals for architectural design and engineering consulting services.

The consulting services generally include planning, programming, reporting, architectural and engineering design, site planning, construction documentation, specifications, cost estimates, permitting, construction administration, startup, close-out and warranty report, and all necessary activities related to professional architectural design and engineering consulting services for the complete delivery of the Project in full conformance with applicable law, regulations and permitting requirements. All Federal, State, County and local requirements must be adhered to including but not limited to safety, security, NFPA45, OSHA, ANSI and UL requirements.

A committee will evaluate submittals based on the criteria listed below. A presentation may be requested.

Letters of Interest must be submitted in a sealed envelope, stating the Respondent's name and RLOI title and number on the outside of the package no later than 2:00 p.m., July 12, 2016, to:

**City Clerk's Office
2300 Civic Center Place
Miramar, FL 33025
954-602-3324**

Firms who participate in this Request for Letter of Interest (RLOI) process will be referred to below as "Respondents". Information requested is listed below.

Note: Please include one original and two copies of your response.

BACKGROUND/SUMMARY

The City of Miramar (City) Utilities Department is responsible for providing potable water and sewer services to customers within the service area. The East and West Water Treatment Plants provide the necessary treatment of raw water for the City's distribution system. The Wastewater Reclamation Facility treats and disposes of wastewater and provides

reclaimed water for irrigation use. Our State certified testing laboratory is located at the West Water Treatment Plant (WWTP).

The City of Miramar is seeking to engage the services of a qualified Design Consultant to provide professional architectural design and engineering consulting services for the design of laboratory, office space, and general building expansion at the WWTP, and other consultant services required through completion of actual construction.

Location address: 4100 S. Flamingo Road, Miramar, Florida 33027

Project Scope:

SCOPE OF THE PROJECT:

Space expansion at the WWTP for approximately 2,000 square feet for state-of-the-art laboratory and office facility to serve the City's current and future needs.

The Project shall have, but not limited to, the following spatial components:

- ◊ Ensure against sample cross-contamination and other sources of interference during testing.
- ◊ Industry-standard setbacks and/or barriers between sampling stations must be met.
- ◊ Sufficient and appropriate storage space must be available including storage space for sample-holding glassware, stock solution and hazardous materials inventories.
- ◊ Staff must have adequate office space and provisions for document control.
- ◊ Access control through the lab is essential for ensuring effective quality control/assurance and security.

Construction activities must allow for continuity of existing services. The areas currently occupied by the laboratory and plant operation staff must be made available at all times during construction.

Scope of Consultant Services: The consultant shall provide professional architectural services for the complete execution of the project, and preferably shall have in-house staff experience in the following areas:

1. Performing structural evaluations within the past five (5) years.
2. Providing structural design services for renovating existing structures
3. Providing design of public or private utility laboratories and office facilities.

Please provide an updated reference list showing relevant experience in these areas. Consultant may be required to attend project meetings or perform other activities to advance, perform and complete the work.

LETTER OF INTEREST FORMAT

The information requested below will assist City staff in the review process. Kindly provide the following in a letter format in the order listed below:

1. Brief updated description of qualifications and the specific local office personnel that will be assigned to this project (resumes preferred). **25 pts.**
2. Previous experience in the design of public or private utility laboratories and office facilities. **40 pts.**
3. Understanding of the project and a brief narrative of the proposed project approach. **25 pts.**
4. References of similar size and scope to this project, list project descriptions and reference contact information. Failure to provide references may deem your firm non-responsive. **10 pts.**
5. Proof of valid professional/occupational licensure and insurance (Errors and Omissions, General Liability and Workers Compensation).

Any questions, explanations or other requests regarding the Request for Letter of Interest must be addressed in writing to the City's Procurement Department, contact Alicia Ayum, at 954-602-3121 or by email aayum@miramarfl.gov.

The City reserves the right to waive any informalities or irregularities in this RLOI. The City reserves the right to reject any and all letters of interest as they may deem to be in the best interest of the City of Miramar residents and as may affect this project.

WALTERS

ZACKRIA

ARCHITECTS

Attachment B

**SCOPE OF SERVICES
LABORATORY AND GENERAL BUILDING EXPANSION AT THE WEST WATER TREATMENT
PLANT
DESIGN, PERMITTING, and BID/AWARD**

June 26, 2017

Preamble

The City of Miramar (CITY) owns and operates a State certified laboratory (LAB) located at its West Water Treatment Plant (WWTP). Due to increased regulatory requirements, the number and type of analytes and analyses has also increased, resulting in the need to expand and update the LAB. The purpose of this scope is to for Walters Zackria Architects (WZA or CONSULTANT) to provide professional architectural design and engineering consulting services for the design of approximately 2,500 to 3,000 square feet (SF) for laboratory and general building expansion at the WWTP. The consulting services generally include architectural and engineering building design, site design, limited interior design, construction documentation, specifications, cost estimates, permitting and construction administration and all necessary activities related to professional architectural design and engineering consulting services for the complete delivery of the Project in full conformance with applicable law, regulations and permitting requirements.

SCOPE OF WORK**TASK 1 - FIELD DOCUMENTATION AND EVALUATION SERVICES****Task 1.1 – Site Evaluation**

WZA and its subCONSULTANTS shall review the existing site conditions. City's zoning code shall be reviewed for relevant conditions including, but not limited to, maximum building area and height limitations, impact of setbacks or easements currently in place, amount of pervious area required, minimum lighting levels, and minimum landscaping requirements. Existing site shall be reviewed for existing relevant conditions including, but not limited to, utilities, trees, landscape features, and roadway connections. WZA shall attend up to 1 meeting.

Task 1.2 - Site Survey

WZA shall hire a survey firm, to compile an accurate current CAD local area survey which includes roads, boundaries, easements, topography at max. 50' grid, existing building location and size, existing tree location with species and size, existing equipment including location of all underground existing utility information. All existing improvements, such as parking lots, fencing, light poles, etc., shall be shown. Architect shall not be responsible or liable for undocumented or inaccurate survey information. The survey shall meet the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17.050 - .052, Florida Administrative Code. This shall be billed as a reimbursable item.

Task 1.3 - Geotechnical Testing and Recommendation

WZA shall hire a soil testing agency to provide soils borings and exfiltration testing as dictated by the architect or the sub-CONSULTANTS. Architect shall not be responsible or liable for undocumented or inaccurate soils information. This shall be billed as a reimbursable item.

TASK 2 - SCHEMATIC DESIGN SERVICES

Task 2.1 - Schematic Design

Once a current AutoCAD site survey is received from the surveyor, WZA shall develop a schematic site plan. Site plan shall consider existing building location, new building addition, building massing, existing parking and driveway locations, exterior site functions, ingress and egress, and traffic flows.

CONSULTANT shall develop a schematic building floor plan with limited interior design in an attached one-story building plan. The schematic plan shall show layout of all the spaces and functions necessary to support typical CITY LAB activities (limited interior design), traffic patterns, and spatial relationships. WZA shall develop schematic building elevations. WZA shall attend up to 1 schematic design meeting with City staff.

Task 2.2 - Preparation of Probable Construction Cost Estimate

CONSULTANT shall develop an opinion of probable cost of construction based on the 30% and 90% design milestone stages of the project. At the 30% design milestone, CONSULTANT shall provide a budget level opinion of probable cost. An estimate of this type is normally expected to be accurate within +15% and -15%. At the 90% design milestone, CONSULTANT shall update the budget level cost estimate provided at 30% design milestone.

TASK 3 – CONSTRUCTION DOCUMENT SERVICES

Task 3.0 – Project Meetings

CONSULTANT shall attend up to 6 Construction Document meetings with City staff to review submittals the 60%, 90% and 100% stages.

Task 3.1 – Project Coordination

CONSULTANT shall provide internal staff project coordination.

Task 3.2 – Coordination with Team Members

CONSULTANT shall provide coordination with subCONSULTANTS.

Task 3.3 - Construction Document Services – 60%, 90% and 100%

Once a schematic design approval is received from the City, Walters Zackria Associates and its CONSULTANTS shall proceed with Construction Document Services. WZA shall provide building addition Construction Documents including, but not limited to, Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection design, Landscaping and Civil design. Limited Interior Design and Furnishing Design Services are included to layout a functional laboratory Building construction systems shall be selected and coordinated with other disciplines.

Structural engineering scope of work shall include a foundation design for a new building. Foundation design shall be based on 2,500 PSF soil conditions. The building shall be at grade, which shall be coordinated with the existing site conditions and FEMA flood elevations.

The Mechanical Engineering scope of work shall consist of HVAC and exhaust system design to the new building addition and all lab equipment. HVAC system design shall utilize standard split system units and 100% fresh air units.

Electrical Engineering scope of work shall include electrical sub-feed service to the addition from the existing water treatment plant building, which has a backup generator system. Building power and lighting design shall be provided. Site lighting shall be provided via building mounted lights.

Information Technology design shall include coordination with City IT staff to extend phone, data, and cable services from the existing building into the new addition. Design for new services is not included in the scope of this project.

Redundant Power Systems design shall include coordination with City Electrical staff to extend emergency circuits from the existing generator into the new addition. Design for new electrical backup services and systems is not included in the scope of this project.

The Plumbing Engineering scope of work shall consist of water supply and sanitary plumbing to the new building emergency eyewash / shower and lab equipment.

The Fire Protection Engineering scope of work shall consist of performance design for a wet automatic fire suppression system fed from existing building fire protection system.

Civil engineering scope of work shall include storm water drainage for the new addition within the limits of work, designed to be in compliance with the existing drainage permit.

Landscape Architecture scope of work shall include landscaping and irrigation system design associated with the building addition site. Landscape and irrigation plans shall be provided showing existing vegetation and new landscape material within the limits of work.

WZA shall provide electronic AutoCAD, Word, Excel, PDF, files to the City. The 90% design milestone submittal shall consist of the entire contract document set including technical specifications and construction drawings for all work proposed. *CONSULTANT* shall provide *CITY* with five (5) hard copies and one electronic copy (PDF format) of the drawings. Hard copy drawings shall be one full size (22-inch x 34-inch) and four half size (11-inch by 17-inch). Fourteen calendar days of review time for the *CITY* have been provided for in *CONSULTANT*'s time of performance.

Task 3.4 - Project Specifications

Project Specifications shall be prepared for all building systems and components, including typical front end sections, in Construction Specifications Institute (CSI) Masterformat. One electronic copy (PDF and word format) of the technical specifications shall also be included in the 90% submittal. Hard copies of technical specifications will not be provided.

Task 3.5 - DRC / CAB Submittal and Approval

WZA shall submit hard copy drawings to Develop Review Committee (DRC) and Community Appearance Board (CAB) for project approval. WZA shall make any required changes to address comments. WZA shall attend meetings as required for approvals from DRC and CAB.

Addressing comments related to upgrading the existing building, site, parking, landscaping, irrigation, site tree survey, site drainage or other similar items is not included in the scope of basic services. If required, these items shall be address under task OS-1 as optional services.

Task 3.6 - A/E QA / QC Review

Documents prepared under task 3 shall be reviewed by *CONSULTANT* firm principals for quality control and coordination.

Task 3.7 - Final Check Documents

CONSULTANT shall provide CITY with six (6) hard copies and one electronic copy (PDF format) of construction contract documents that incorporate final comments received from CITY during the 90% design review meeting. Hard copy drawings shall be four (4) full size (22-inch x 34-inch) and two (2) half size (11-inch by 17-inch). Drawings shall also be provided in AutoCad format.

Four (4) sets of hard copies of specifications will be provided by *CONSULTANT*. One electronic copy (PDF and word format) of the technical specifications shall also be included in the submittal. This task will be completed within fourteen calendar days from receipt of the required information from the CITY.

TASK 4 – PERMITTING SERVICES

Task 4.1 - City Building Department Permitting Services

WZA shall obtain all approvals and permits from the City Building Department, and necessary for the construction. WZA shall make all revisions to the drawings and specification necessary to obtain approvals. The revisions made to the project due to the permitting requirements shall become the defined project to be used for contract award.

Task 4.2 - Site Engineering Permitting Services

At the 90% stage of design, *CONSULTANT* shall submit the 90% design documents with the appropriate application/forms to the permitting agencies having jurisdiction over the project, and necessary for the construction, listed below for review or permit issuance as appropriate.

- Broward County Environmental Protection and Growth Management Division (BC EPGMD)
- South Broward Drainage District
- South Florida Water Management District
- Florida Department of Environmental Protection (FDEP)

City of Miramar Building Department Preliminary Plan Review

CONSULTANT shall submit the contract documents to the City of Miramar Building Department for a preliminary review. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents. *CONSULTANT* shall participate in one meeting with the Building Department to resolve outstanding issues.

Failure to identify governmental authorities that have jurisdiction over project at the time of permitting scope preparation does not relieve *CONSULTANT* from responsibility to pursue the permit as described above. However, an equitable adjustment to the *CONSULTANT*'s compensation may be negotiated if deemed appropriate.

TASK 5 – BIDDING SERVICES

Task 5.1 Preparation of Final Bid Documents

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and CITY purchasing department. *CONSULTANT* shall prepare Bid Schedule and provide to CITY for incorporation into the Front End documentation. CITY will prepare Front End documentation and provide electronic copy (PDF and word format) to *CONSULTANT* for incorporation into Final Bid Documents.

CONSULTANT shall provide the CITY with one (1) electronic copy (PDF and word format) of the Final Bid Documents including, CITY's Front End and technical specifications (Divisions 1 through 17).

CONSULTANT shall provide CITY with five (5) hard copies and one electronic copy (PDF format) of the drawings. Hard copy drawings shall be one (1) full size (22-inch x 34-inch) and four (4) half size (11-inch by 17-inch).

Task 5.2 - Pre-Bid Conference and Job Walk Through

CONSULTANT shall attend one pre-bid conference and job walk through prior to the advertised bid date.

Task 5.3 - Issue Bid Documents and Addenda

CONSULTANT, in collaboration with the CITY, shall prepare timely responses to inquiries by potential bidders through written addenda. These queries shall be transmitted to the *CONSULTANT* by CITY. *CONSULTANT* shall prepare responses to technical inquiries deemed appropriate. Non-technical inquiries shall be provided by CITY. *CONSULTANT* shall prepare addenda and provide one electronic copy (PDF format) to CITY for distribution.

Task 5.4 - Bid Evaluation

CITY shall forward the lowest responsive bid to *CONSULTANT*. *CONSULTANT* shall evaluate bids for technical compliance and shall make a recommendation to the CITY in regard to the award of the contract. Non-technical bid requirements shall be evaluated by CITY. This Scope of Services does not include time for *CONSULTANT* to assist CITY in the event of a bid protest.

Task 5.5 - PREPARATION OF CONFORMED CONTRACT DOCUMENTS FOR EXECUTION

CONSULTANT shall provide four (4) sets of reproducible bid documents and addenda for execution by CITY and Construction Contractor within seven calendar days of request by CITY. Drawings shall be full size (22-inch x 34-inch).

Exhibit A
Time of Performance

TASK	Task Duration (Calendar Days)	Total Days from NTP
NTP	N/A	0
TASK 1: SITE EVALUATION AND SITE SURVEY	21 days	21
TASK 2: SCHEMATIC DESIGN	39 days	60
TASK3: CONSTRUCTION DOCUMENTS DEVELOPMENT	142 days	202
TASK 4 - BUILDING DEPARTMENT SUBMITTAL	45 days	247
TASK 5: BIDDING AND AWARD	60 days	307
Total (all tasks complete)		307 days

EXHIBIT B

FEE

CONSULTANT shall provide all services under this scope for a lump sum fee of \$69,885. An allowance for survey, geotechnical services, underground locates, and reimbursables in the amount of \$8,500 has been allotted and shall be paid on a time and materials basis. Additional funds of \$10,000 has been set aside as contingency for unforeseen conditions and shall be paid on a time and materials basis. Grand total project budget is **\$88,385**.

Key Assumptions

CONSULTANT's level of effort is based on the following key assumptions:

- Planning and Zoning approval is not included.
- Based on available property records that there is no existing soil contamination in the area to be impacted by construction.
- There are no undocumented or concealed existing site or building conditions.
- *CITY* will handle distribution of Bid Documents to construction contractors and other potential bidders through Demand Star.
- *CITY* shall pay all permit fees.
- The following are not included in this scope:
 - Major redesign effort due to change in overall project scope, budget, or programming criteria after Schematic Design Submittal.
 - Complete Interior Design and Furnishing Design Services.
 - Specialty Engineering Services including
 - Voice/data system design
 - Emergency Operations
 - Radio System Design
 - Public Announcement Systems
 - Lightning Protection Design
 - New electrical feed from FPL
 - New emergency power generator / fuel tank.
 - COPS Commissioning
 - LEED design or Certification

FEE TABLE

LABORATORY AND GENERAL BUILDING EXPANSION AT THE WEST WATER TREATMENT PLANT
DESIGN, PERMITTING, AND BIDDING

BASIC SERVICES		Principal Arch/Engineer	Project Arch/Engineer	Assistant Project Manager/Bid Inspector	CAD Operator Level 1	Administrative	Subcontractor Subtotal	WZA Subtotal	TASK TOTAL
TASK 1.00 BASIC SERVICES		\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TASK 1.0	PROJECT MEETINGS (UP TO 1)	1	0	0	0	0	0	0	0
TASK 1.1	PROJECT COORDINATION	0	0	0	0	0	0	0	0
TASK 1.2	DATA COLLECTION	0	0	0	0	0	0	0	0
	EXISTING SITE REVIEW AND DOCUMENTATION	0	0	0	0	0	0	0	0
	OBTAIN SURVEY FROM CONSULTANT AND REVIEW	0	0	0	0	0	0	0	0
	OBTAIN GEOTECHNICAL REPORT FROM CONSULTANT AND REVIEW	0	0	0	0	0	0	0	0
TASK 1.3	Site Evaluation	0	0	0	0	0	0	0	0
	EVALUATE FOUNDATION TYPES	0	0	0	0	0	0	0	0
	DETERMINE UTILITIES AVAILABILITY AND LOCATION	0	0	0	0	0	0	0	0
	JOINING REVIEW AND EVALUATION	0	0	0	0	0	0	0	0
	REVIEW SET BACKS	0	0	0	0	0	0	0	0
	Total Hours for TASK 1	1	0	0	0	0	0	0	1
	Rate	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
	Total	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TASK 2.00 SCHEMATIC DESIGN		\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TASK 2.0	Project Administration	0	0	0	0	0	0	0	0
	PROJECT MEETINGS (UP TO 1)	1	0	0	0	0	0	0	0
	PROJECT COORDINATION	0	0	0	0	0	0	0	0
TASK 2.1	Schematics Design	0	0	0	0	0	0	0	0
	PREPARE SCHEMATIC SITE PLAN	0	0	0	0	0	0	0	0
	PREPARE SCHEMATIC FLOOR PLANS BASED ON PROGRAM	0	0	0	0	0	0	0	0
	COORDINATE BUILDING STYLE AND VOCABULARY	0	0	0	0	0	0	0	0
	DEVELOP BUILDING MASSING	0	0	0	0	0	0	0	0
	DESIGN BUILDING ELEVATIONS	0	0	0	0	0	0	0	0
	PREPARE INITIAL SCHEMATIC SUBMITTAL	0	0	0	0	0	0	0	0
	UPDATE SCHEMATIC DRAWINGS BASED ON STAFF COMMENTS	0	0	0	0	0	0	0	0
	PREPARE FINAL SCHEMATIC SUBMITTAL	0	0	0	0	0	0	0	0
	REVIEW REVISED SCHEMATIC DESIGN FOR OWNER APPROVAL	0	0	0	0	0	0	0	0
TASK 2.2	Budget Estimate	0	0	0	0	0	0	0	0
	PREPARE PROBABLY IN EXIST ESTIMATE	0	0	0	0	0	0	0	0
	TASK Deliverables	0	0	0	0	0	0	0	0
	SITE PLAN	0	0	0	0	0	0	0	0
	FLOOR PLAN	0	0	0	0	0	0	0	0
	ALL ELEVATIONS	0	0	0	0	0	0	0	0
	SECTIONS	0	0	0	0	0	0	0	0
	PRELIMINARY MASSING	0	0	0	0	0	0	0	0
	SUMMARY OF DESIGN AREAS AND CALCULATIONS	0	0	0	0	0	0	0	0
	BUDGET ESTIMATE	0	0	0	0	0	0	0	0
	Total Hours for TASK 2	1	0	0	0	0	0	0	1
	Rate	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
	Total	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TASK 3.00 CONSTRUCTION DOCUMENTS / BID SET		\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TASK 3.0	PROJECT MEETINGS (UP TO 4)	4	12	0	0	0	0	0	0
TASK 3.1	PROJECT COORDINATION	0	0	0	0	0	0	0	0
TASK 3.2	COORDINATION WITH TEAM MEMBERS	0	0	0	0	0	0	0	0
TASK 3.3	PREPARE CONSTRUCTION DOCUMENTS - 60%, 90%, 100%	0	0	0	0	0	0	0	0
	ARCHITECTURAL	0	0	0	0	0	0	0	0
	STRUCTURAL	0	0	0	0	0	0	0	0
	MECH / ELEC / PLUMBING / FIRE PROTECTION	0	0	0	0	0	0	0	0
	CIVIL ENGINEERING	0	0	0	0	0	0	0	0
	LANDSCAPE / ORIENTATION	0	0	0	0	0	0	0	0
TASK 3.4	PROJECT REVISIONS	0	0	0	0	0	0	0	0
TASK 3.5	DWG / CAD SUBMITTAL / REVIEW	0	0	0	0	0	0	0	0
	CIVIL ENGINEERING (0.5)	0	0	0	0	0	0	0	0
	LANDSCAPE / ORIENTATION (0.5)	0	0	0	0	0	0	0	0
TASK 3.6	1/2 QA / QC REVIEW	0	0	0	0	0	0	0	0
TASK 3.7	FINAL CHECK DOCUMENTS	0	0	0	0	0	0	0	0
	Total Hours for TASK 3	4	12	0	0	0	0	0	16
	Rate	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
	Total	\$880.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$	\$1,050.00	\$1,050.00
TASK 4.00 PERMITTING AND BIDDING ASSISTANCE		\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TASK 4.0	PROJECT MEETINGS (UP TO 1)	1	0	0	0	0	0	0	0
TASK 4.1	PROJECT COORDINATION	0	0	0	0	0	0	0	0
TASK 4.2	BUILDING DEPARTMENT PERMITTING	0	0	0	0	0	0	0	0
TASK 4.3	WITH ENGINEERING PERMITTING	0	0	0	0	0	0	0	0
	PERMIT REVISIONS AND RESUBMITTALS	0	0	0	0	0	0	0	0
	Total Hours for TASK 4	1	0	0	0	0	0	0	1
	Rate	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
	Total	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TASK 5.00 BID AND CONTRACT AWARD ASSISTANCE		\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TASK 5.0	PROJECT MEETINGS (UP TO 1)	1	0	0	0	0	0	0	0
TASK 5.1	PREPARATION OF FINAL BID DOCUMENTS	0	0	0	0	0	0	0	0
TASK 5.2	PRE-BID CONFERENCE AND Q&A MEETING	0	0	0	0	0	0	0	0
TASK 5.3	ISSUE BID DOCUMENTS AND ADDENDA	0	0	0	0	0	0	0	0
TASK 5.4	BID EVALUATION	0	0	0	0	0	0	0	0
TASK 5.5	PREPARATION OF CONFORMED CONTRACT DOCUMENTS FOR EXECUTION	0	0	0	0	0	0	0	0
	Total Hours for TASK 5	1	0	0	0	0	0	0	1
	Rate	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
	Total	\$220.00	\$100.00	\$115.00	\$100.00	\$70.00	\$	\$525.00	\$695.00
TOTAL		\$1,340.00	\$600.00	\$690.00	\$600.00	\$420.00	\$	\$2,555.00	\$2,555.00

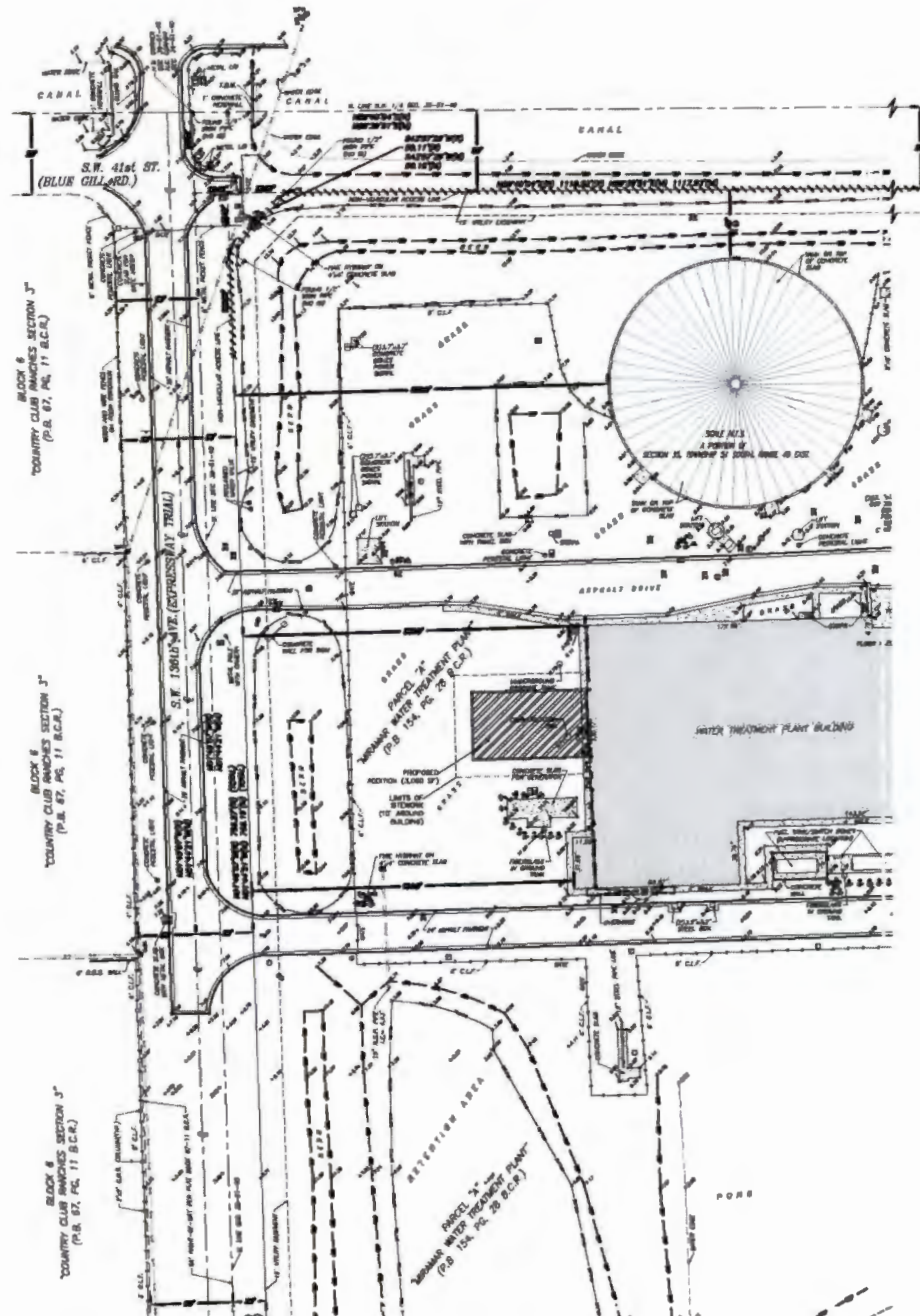


1501 W. Cypress Creek Rd., Suite 105, Fort Lauderdale, Florida 33309
Phone: 954-522-4123 Fax: 954-522-4128

Florida Registration: AA26000970
ad@wza-architects.com

EXHIBIT C

PROPOSED ADDITION





ARCHITECTS

Attachment 'B'

March 14, 2019 (Revised 8-13-19)

Daryll Johnson, CGC
Project Manager
City of Miramar

Re: Miramar West Water Plant Building Addition – Amendment 1
Scope of Services Request

Dear Mr. Johnson:

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the proposed Miramar West Water Plant Building Addition, amendment 1. The project will include Schematic Design, Construction Document Modifications, Repermitting and Variance Processing and Bid Assistance.

Proposed building addition, will be approximately One-story 3,000 sf masonry building structure with stucco cladding designed to meet 170 mph, 3-second gust ultimate wind speed as per ASCE 7-10.

The project will include the following service tasks:

PHASE 2 - SCHEMATIC DESIGN SERVICES

Task 2.0 to 2.1 - Schematic Design

WZA will develop updated schematic site, plan, floor plan, and elevations for the increased project scope.

Task 2.2 - Probable Budget Estimate

Walters Zackria Associates will update the probable budget estimate for the 30% schematic design option. This estimate will be a planning figure to show the order of magnitude project cost.

PHASE 3 – CONSTRUCTION DOCUMENT SERVICES

Task 3.0 to 3.3 - Construction Document Services – 100%

Once a schematic design approval is received from the City, Walters Zackria Associates and its consultants will proceed with updating the Construction Document for the revised project scope. WZA will provide Construction Documents to include Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection design.

Structural engineering scope of work shall include a foundation design, exterior wall design, and new roof structure for new project expansion area. Foundation design shall be based on 2,500 PSF soil conditions. The building shall be at grade, which will be coordinated with the existing site conditions and FEMA flood elevations.

The Mechanical Engineering scope of work shall consist of HVAC and exhaust system design to the new project expansion area. All calculation have to be redone, units resized, and all ductwork redesigned for additional air volume.

Electrical Engineering scope of work shall include electrical power and lighting design for new project expansion area.

Information Technology design will include to extend phone, data, and cable services for new project expansion area.

Redundant Power Systems design will include extending emergency circuits from the existing generator into the new project expansion area.

The Plumbing Engineering scope of work shall consist of revising the water supply, sanitary plumbing, gas piping, DI water piping to the new project expansion area. Plans and risers will need modification. Significant work is required due to the relocation of the tanks, compressor, DI water systems, and argon gas being relocated from the previously completed design to the proposed location to allow for new project expansion area.

The Fire Protection Engineering scope of work shall consist of a design for a wet automatic fire suppression system fed from existing building fire protection system extended into new project expansion area.

Civil engineering scope of work - not included in this amendment.

Landscape Architecture scope of work - not included in this amendment.

Task 3.4 - Project Specifications

Project Specifications will be updated for all building systems and components, including typical front end sections, in Construction Specifications Institute (CSI) Masterformat. All Green Building design elements will be incorporated into the specifications.

Task 3.5 - DRC / CAB Submittal and Approval

Not included in this amendment.

Task 3.6 - A/E QA / QC Review

Documents prepared under task 3 will be reviewed by firm principals for quality control and coordination.

Task 3.7 – Project Meetings

WZA will attend up to 2 Construction Document meetings with City staff to review submittals at the 100% stage. WZA will provide electronic AutoCAD, Word, Excel, PDF, files to the City.



PHASE 4 – PERMITTING SERVICES

Task 4.0 to 4.2 - City Building Department Permitting Services

WZA shall resubmit revised plans to obtain all approvals and permits from the City Building Department, and necessary for the construction. WZA shall make all revisions to the drawings and specification necessary to obtain approval. The revisions made to the project due to the permitting requirements shall become the defined project to be used for contract award.

Task 4.3 - Site Engineering Permitting Services

WZA shall apply for a variance for the existing septic tank connection due to proximity of septic to the Raw water well. Variance will be required from Florida Department of Environmental Protection (FDEP) and Broward County Health Department.

The City shall pay all permit fees. WZA shall make all revisions to the drawings and specification necessary to obtain approval. The revisions made to the project due to the permitting requirements shall become the defined project to be used for contract award.

PHASE 5 – BIDDING SERVICES

Task 5.0 To 5.2 – Bid Phase Services

WZA shall give assistance to the CITY during the second bidding and award phase of the construction contract. Bid services shall be for one-sixty day bid period. This assistance shall consist of attending a pre-bid meeting, issuance of addenda for clarification as necessary, and assistance with the evaluation of bids.



COMPENSATION

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis in accordance with the AGREEMENT. The fee breakdown is as follows:

Phase 1 - Field Documentation and Evaluation Services (NIC)	\$ 0.00
Phase 2 - Schematic Design Services	\$ 3,470.00
Phase 3 - Construction Document Services	\$ 22,590.00
Phase 4 - Permitting Services	\$ 6,830.00
Phase 5 - Bidding Services	\$ 6,330.00
Phase 6 - Construction Phase Services (NIC)	\$ 0.00
TOTAL:	\$ 41,060.00

Reimbursables - Above listed design costs do not include reimbursable items such as printing, plotting, courier, postage, material boards, surveying, material testing, misc. Reimbursables shall be billed at a 1.0 cost factor. The following reimbursable budget would be estimated to cover these costs.

Reimbursable Expense Budget	\$ 3,500.00
PROJECT TOTAL:	\$ 44,560.00

AGREEMENT

Additional services - If requested by the CLIENT, shall include additional tasks not specifically mentioned above.

All additional services requested by the OWNER shall be billed at the firm's hourly rates included in this proposal. Additional services may include:

Major redesign effort due to change in overall project scope, budget, or programming criteria after Schematic Design Submittal.

Interior Design and Furnishing Design Services.

Specialty Engineering Services excluded in the scope of services:

Voice/data system design

Emergency Operations

Radio System Design

Public Announcement Systems

Lightning Protection Design

New electrical feed from FPL

New emergency power generator / fuel tank.

COPS Commissioning

LEED Services excluded in the scope of services:

LEED Agent Services

LEED Fundamental Commissioning Services

LEED Documentation Services

Shop Drawing Reviews

Construction Administration



Compliance with Laws - Architect shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Payment Terms – Services will be invoiced at the completion of each phase. Payment will be expected within (30) days. A periodic charge of 1.5% / month will be charged on late payments.

NOTE! PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF THIS FIRM MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Scope of Services and Fees - The scope of services for EACH project is based on the assumptions stated in the Proposal and information provided by the CLIENT. If the conditions encountered materially vary from those indicated, or if the Client directs Architect to modify the scope of services orally or in writing, the costs and/or performance time established by the Proposal will be modified accordingly. Fees for services have been established in the Proposal. Unless other arrangements are established in the Proposal, fees shall be accrued hourly on a portal-to-portal basis.

Performance - Architect and its employees will exercise that degree of skill and care ordinarily exercised by members of the profession performing similar services in the geographical area where the services are being provided. NO OTHER WARRANTY, OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED, WITH RESPECT TO PROVIDING ANY SERVICES WHATSOEVER, INCLUDING THE FURNISHING OF ANY ORAL OR WRITTEN REPORTS. Architect is not a guarantor of the project to which its services are directed or of any element thereof. Architect's responsibility is limited to performance of the services set forth in the Proposal in accordance with the standard of care set forth in this Paragraph. Architect is not responsible for acts or omissions of the CLIENT, or for third parties not under its direct control.

Latent Defects in Existing Construction - Architect shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred from the completion of the Services that all defects will have been either observed or recorded. In as much as inspection or rehabilitation of an existing building requires certain assumptions that cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, Architect shall not be responsible for costs of corrective work or any other expense or cost arising from any latent defects in existing conditions, or the accuracy or inaccuracy of drawings or information provided to Architect. Where Architect's services are limited to the performance of representative visual inspection of limited areas of the building or structure, Architect shall only be responsible for that which can be reasonably observed at such representative locations.

Subcontractors / Affiliated Consultants - Architect may retain certain Subcontractors or Specialty Consultants as Independent Contractors and/or Specialty Engineers.

Means, Methods and Procedures - It is understood that the CLIENT may perform evaluations of existing construction and/or may have construction services performed concurrent with, as a result of, or in accordance with the professional services provided by Architect. In any such case, Architect shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with any such construction work, as these remain solely the Contractor's responsibility. Architect shall not be responsible for the Contractor's schedules or failure to carry out work in accordance with documentation prepared by Architect pertaining to such work.



Architect shall not have control over or charge of acts or omissions of any Contractor, Subcontractors, or their agents or employees, or for any other persons performing portions of any such work.

Hazardous Material - Architect shall bear no responsibility for the discovery, presence, handling, removal or disposal of hazardous or dangerous materials. The Contractor may be required by Agencies having Jurisdiction to pay for permits for additional testing of asbestos or other such hazards. Architect shall bear no responsibility for these additional costs.

Safe Working Environment - Contractor has the duty to provide a safe working environment to employees and if Architect reasonably determines the working conditions to be dangerous, then Architect may, without penalty, cease the performance of its services and withdraw its employees from the project until such dangerous conditions are corrected. In the event that Architect ceases the performance of its services in accordance with this section, Architect shall be entitled to an equitable adjustment to its compensation to account for any additional costs and expenses incurred as a result of such actions upon written authorization by the City.

Mold - Services related to mold, asbestos or contamination detection and abatement are not considered to be a part of this proposal.

Concealed Conditions - This Agreement is based solely on the observations Architect was able to make with the structure in its current condition at the time this Agreement was bid. If additional concealed conditions are discovered once work has commenced, which were not visible at the time the proposal was bid, Contractor will stop work and point out these unforeseen concealed conditions to Architect so that CLIENT and Architect can execute a Change Order for any Additional Work upon written authorization by the City.

Standard Rates – All additional services shall be as per continuing service agreement between City of Miramar and Walters Zackria Associates at rates listed below.

TITLE	HOURLY RATE
Registered Architect	\$ 220.00
Project Manager 1	\$ 160.00
Project Manager 3 / Site Inspector	\$ 115.00
Cad Operator Level 1	\$ 100.00
Administrative	\$ 90.00

Additional services - If requested by the OWNER, shall include additional tasks not specifically mentioned above.

Site Survey – City shall hire a survey firm, to compile an accurate current CAD local area survey which includes roads, boundaries, easements, topography at max. 50' grid, existing building location and size, existing tree location with species and size, existing equipment including location of all underground fuel storage tanks, and all existing visible and concealed utility information. All existing improvements, such as parking lots, fencing, light poles, etc., shall be shown. Architect shall not be responsible or liable for



undocumented or inaccurate survey information. Architect may hire the surveyor, if required by the City. This shall be billed as a reimbursable item.

Geotechnical Testing and Recommendation – City will hire a soil testing agency to provide soils borings and exfiltration testing as dictated by the architect or the sub-consultants. Architect shall not be responsible or liable for undocumented or inaccurate soils information. Architect may hire the geotechnical engineer, if required by the City. This shall be billed as a reimbursable item.

Existing Conditions - Please note that the firm cannot be held liable or responsible for undocumented or concealed existing site or building conditions.

Project Schedule - Project schedule will be developed after the proposal is approved.

Payment Terms – Services will be invoiced at the completion of each phase. Payment will be expected within (30) days. A periodic charge of 1.5% / month will be charged on late payments.

Compliance with Laws - Architect shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

DRC and CAB Review - Submittals to the community development office for Development Review Committee or Architectural Review Committee, etc., are included in the scope for the building addition. Addressing comments related to upgrading the existing building, site, parking, landscaping, irrigation, site tree survey, site drainage or other items is not included in the scope of this proposal.

Please contact our office if you have any questions regarding this proposal. Services will be initiated once we receive a purchase order and Notice to Proceed. Thank you.

Sincerely,

Client Approval

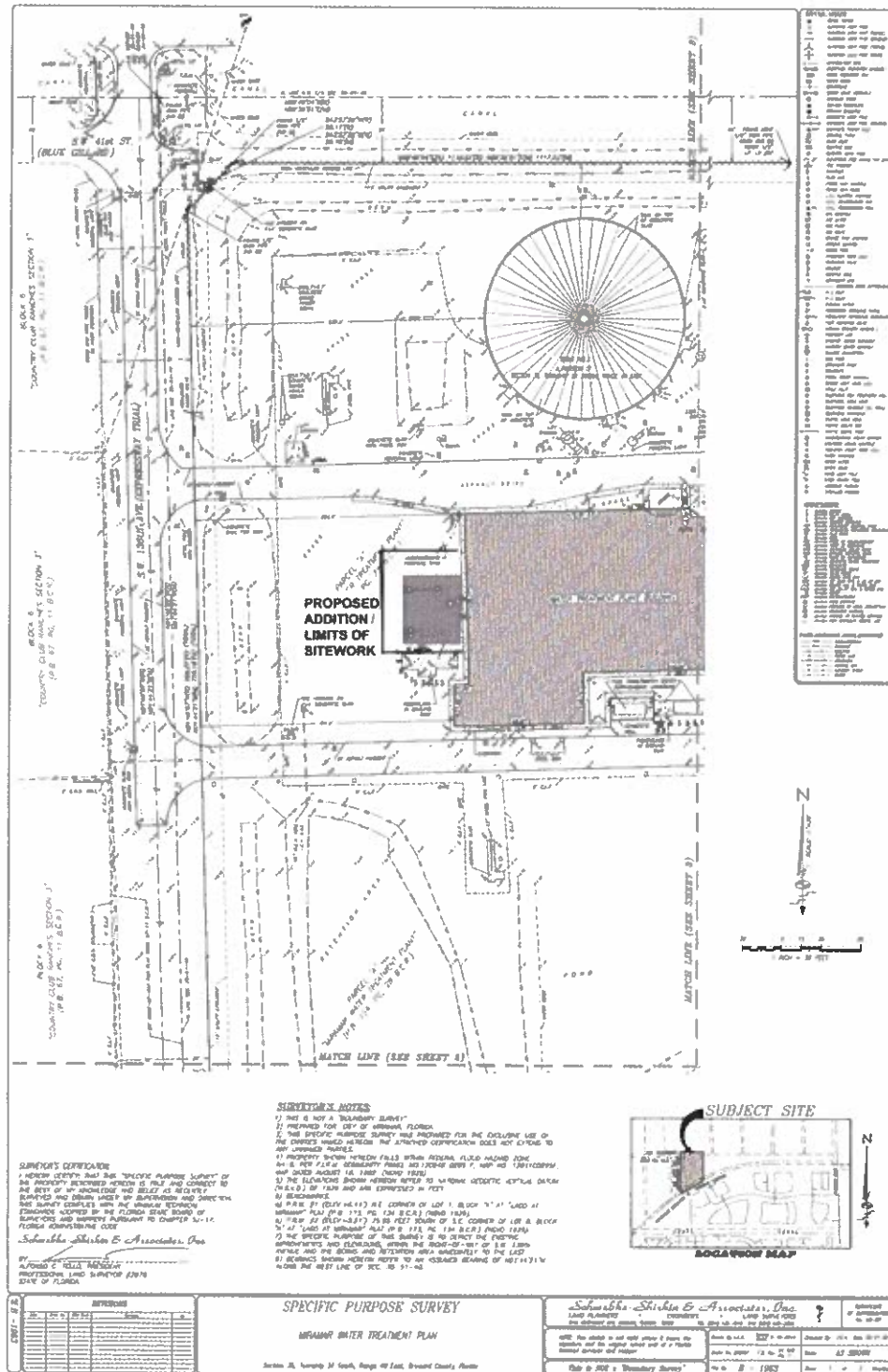
Date



Abbas H. Zackria, RA, CDT, LEED AP
Principal Architect



Exhibit A



5813 N. Andrews Way, Fort Lauderdale, Florida 33309
Phone: 954-522-4123 Fax: 954-522-4128

Florida Registration: AA26000970
admin@wza-architects.com

Exhibit B

Miramar West Water Plant Addition - Hourly Breakdown - Amendment 1 - 3-14-19 (revised 5-21-19)

TOTAL BASIC TOTAL
SERVICES = ALLOWANCE = PROJECT TOTAL =
\$41,000.00 \$0.00 \$41,000.00

BASIC SERVICES

	Principal Arch Engineer	Project Arch Engineer	Assistant Project Manager/Site Inspector	CAD Operator Level I	Administrative	Subcontractor Subtotal	WZA Subtotal	
						\$	11,670.00	\$20,990.00
PHASE 1 FIELD DOCUMENTATION AND EVALUATION (50%)						\$		\$0.00
TASK 1.0 PROJECT MEETINGS (P TO 1)								
TASK 1.1 PROJECT COORDINATION								
TASK 1.2 Data Collection								
EXISTING SITE REVIEW AND DOCUMENTATION OBTAIN SURVEY FROM CONSULTANT AND REVIEW OBTAIN GEOTECHNICAL REPORT FROM CONSULTANT AND REVIEW								
TASK 1.3 Site Evaluation								
EVALUATE FOUNDATION TYPES DETERMINE UTILITIES AVAILABILITY AND LOCATION ZONING REVIEW AND EVALUATION REVIEW SET BACKS								
Total Hours for Phase 1	0	0	0	0	0			
Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$80.00			
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
PHASE 2 SCHEMATIC DESIGN							\$5,740.00	\$5,740.00
TASK 2.0 Project Administration								
PROJECT MEETINGS (P TO 1)	1	1						
PROJECT COORDINATION	3							
TASK 2.1 Schematic Design								
PREPARE SCHEMATIC SITE PLAN PREPARE SCHEMATIC FLOOR PLANS BASED ON PROGRAM COORDINATE BUILDING STYLE AND VOCABULARY DEVELOP BUILDING MASSING DESIGN BUILDING ELEVATIONS PREPARE INITIAL SCHEMATIC SUBMITTAL UPDATE SCHEMATIC DESIGNS BASED ON STAFF COMMENTS PREPARE FINAL SCHEMATIC SUBMITTAL REVISIONS BASED ON SCHEMATIC DESIGNS FOR OWNER APPROVAL		4						
TASK 2.2 Budget Estimate								
PREPARE PROPOSED BUDGET ESTIMATE		2						
Phase Deliverables								
SITE PLAN FLOOR PLAN ALL ELEVATIONS SECTION PRELIMINARY MASSING SUMMARY OF DESIGN AREAS AND CALCULATIONS BUDGET ESTIMATE								
Total Hours for Phase 2	0	14	0	0	0			
Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$80.00			
Total	\$0.00	\$2,240.00	\$0.00	\$0.00	\$0.00			
PHASE 3 CONSTRUCTION DOCUMENT / DRC PHASE							\$13,070.00	\$13,070.00
TASK 3.0 PROJECT MEETINGS (P TO 2)	1	0						
TASK 3.1 PROJECT COORDINATION	1	1						
TASK 3.2 COORDINATION WITH TEAM MEMBERS	1	1						
TASK 3.3 PREPARE CONSTRUCTION DOCUMENTS - 100% ARCHITECTURAL STRUCTURAL MECH. ELEC. PLUMBING & FIRE PROTECTION CIVIL ENGINEERING LANDSCAPE ARCHITECTURE	1	10		40			\$1,570.00 \$0,000.00	
TASK 3.4 PROJECT SPEIFICATIONS	1	1						
TASK 3.5 DRC / CAR SUBMITTAL REVIEW - NR								
TASK 3.6 A/EQA QC REVIEW	0							
TASK 3.7 FINAL CHECK DOCUMENTS	2	1		1				
Total Hours for Phase 3	12	12	0	41	0			
Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$80.00			
Total	\$2,640.00	\$1,920.00	\$0.00	\$4,040.00	\$0.00			
PHASE 4 PERMIT ASSISTANCE							\$0.00	\$0,000.00
TASK 4.0 PROJECT MEETINGS - NR								
TASK 4.1 PROJECT COORDINATION								
TASK 4.2 BUILDING DEPARTMENT PERMITTING	2	10	10					
TASK 4.3 SITE ENGINEERING PERMITTING - FURP AND DOWNS ALLOWANCE	2	20						
PERMIT REVISIONS AND RE-SUBMITTALS								
Total Hours for Phase 4	4	30	10	0	0			
Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$80.00			
Total	\$880.00	\$4,800.00	\$1,150.00	\$0.00	\$0.00			
PHASE 5 BID AND CONTRACT AWARD ASSISTANCE							\$0.00	\$0,000.00
TASK 5.0 PROJECT MEETINGS (P TO 1)	1	1						
TASK 5.1 PREPARATION OF FINAL BID DOCUMENTS	2	2						
TASK 5.2 PRE-BID CONFERENCE AND JOB WALK-THRU	1							
TASK 5.3 ISSUE BID DOCUMENTS AND ADDENDUM	1	0						
TASK 5.4 BID EVALUATION	1	0						
TASK 5.5 PREPARATION OF CONFORMED CONTRACT DOCUMENTS FOR EXECUTION	2	1		1				
Total Hours for Phase 5	12	20	0	1	0			
Rate	\$220.00	\$160.00	\$115.00	\$100.00	\$80.00			
Total	\$2,640.00	\$3,200.00	\$0.00	\$100.00	\$0.00			
ALLOWANCE								\$0.00



ATTACHMENT 2

CITY OF MIRAMAR

PROFESSIONAL SERVICES AMENDMENT #2

Resolution No. 15-198 Contract No: 1367 Purchase Order No: 173113 Project No: 52038

Project Title: West Water Treatment Plant Lab and Office Space

Consultant: Walters Zackria Associates, PLLC.

Cost: \$ 59,720.00 **Estimated:** Yes No X

Budget Number: 410-55-807-533-000-606502-52038

Descriptions of changes, reason therefore, and cost and/or time change for each:

This project will require Shop drawing review, Construction Administration and civil Inspections / Certification. These activities are now a part of the project administration scope of work that is to be performed by Walters Zackria Associates, PLLC.

Description	Amount	Time (days)	Completion Date
ORIGINAL CONTRACT:	<u>\$ 88,385.00</u>	<u>N/A</u>	_____
Total Previous Amendments: Qty. <u>1</u>	<u>\$ 44,560.00</u>	<u>0</u>	_____
Adjusted Contract Amount:	<u>\$ 132,945.00</u>	<u>0</u>	_____
Amendment No.: <u>2</u> (This Amendment)	<u>\$ 59,720.00</u>	<u>0</u>	_____
Total Amendments to Date: <u>2</u>	<u>\$ 104,280.00</u>	<u>0</u>	_____
Revised Contract Amount:	<u>\$ 192,665.00</u>	<u>N/A</u>	_____

Notes:

Attachments:

Total Change In Amount: Increase: \$ INCREASE : \$59,720 No Change: ☐

Total Change in Contract Period: Add: N/A Deduct: 0 No Change:
N/A Calendar Days

City of Miramar

CITY OF MIRAMAR

PROFESSIONAL SERVICES AMENDMENT #2

These changes are authorized by the following signatures:

Recommended By:

DocuSigned by:

ABBAS ZACKRIA

6244202001404FE...

Walters Zackria Associates, PLLC.

4/1/2021

Date

Title

Date

Accepted By:



Daryll Johnson, CGC
Support Services Administrator

3/31/21

Date

Accepted By:



Rohan E. Green, CGC
Sr. Project Manager

3/31/21

Date

Approved By:

Alicia Ayum
Director of Procurement

Date

Approved By:

Willie R. Horton,
COO Chief Operation Officer

Date

Approved By:

Whittingham Gordon
Assistant City Manager

Date

Approved By:

Vernon E. Hargray
City Manager

Date

ATTEST:

Denise A Gibbs, City Clerk

City of Miramar

CITY OF MIRAMAR

PROFESSIONAL SERVICES AMENDMENT #2

Approved By:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

Date

- END OF SECTION -



Attachment 'B'

January 11, 2021

Daryll Johnson, CGC
Project Manager
City of Miramar

Re: Miramar West Water Plant Building Addition – Amendment 2
Scope of Services Request
Construction Phase Services

Dear Mr. Johnson:

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the proposed Miramar West Water Plant Building Addition, amendment 2. The project will include Shop Drawing Review, Construction Administration, and Civil Inspections / Certification.

The project will include the following service tasks:

PHASE 6 - CONSTRUCTION PHASE SERVICES

Task 6.0, 6.1 – Progress Meetings

WZA will monitor the progress of project throughout the construction phase with the City and its Contractor, attend up to (12) bi-weekly progress meetings, and provide any direction required so the project remains consistent with the Construction Documents.

Task 6.2 - Shop Drawing Review

During the construction phase of the project, WZA will provide up to (2) shop drawing reviews per submittal for the City and the General Contractor to review for compliance with the Construction Documents. Additional reviews for incorrect or incomplete submittals will be billed as additional services.

Task 6.3 - Construction Administration

During the construction phase of the project, WZA shall provide Limited Construction Administration Services for the City and the awarded General Contractor. Construction Administration Services shall include review the construction progress, review and approve payment applications, review change order requests, review actual progress with construction schedule, and make any decisions required to clarify the intent of the Construction Documents. Construction Administration services are for a single construction period not to exceed 6 months by a General Contractor.

Construction Administration services are based on an hourly allowance of 12 hours per month for 6-month construction duration. Additional time will be billed as additional services.

Task 6.4, 6.5 – Substantial and Final Inspections

After the project is complete, WZA shall prepare punch lists and certify that the project has attained substantial and final construction.

Task 6.6, 6.7 - Civil Engineering Inspections and Certification

WZA shall provide civil engineering inspections required by the City's Engineering Department and various permitting agencies. These civil engineering inspections shall include utilities systems (water, sewer, storm drainage) installation, parking and field preparation, sub-base, stabilizer rock, and asphalt. A final certification shall be provided to each agency.



COMPENSATION

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis in accordance with the AGREEMENT. The fee breakdown is as follows:

Phase 6 - Construction Phase Services **\$57,720.00**

TOTAL: **\$57,720.00**

Reimbursables - Above listed design costs do not include reimbursable items such as printing, plotting, courier, postage, material boards, surveying, material testing, misc. Reimbursables shall be billed at a 1.0 cost factor. The following reimbursable budget would be estimated to cover these costs.

Reimbursable Expense Budget **\$ 2,000.00**

PROJECT TOTAL: **\$59,720.00**

AGREEMENT

Additional services - If requested by the CLIENT, shall include additional tasks not specifically mentioned above.

All additional services requested by the OWNER shall be billed at the firm's hourly rates included in this proposal. Additional services may include:

Major redesign effort due to change in overall project scope, budget, or programming criteria after Schematic Design Submittal.

Interior Design and Furnishing Design Services.

Specialty Engineering Services excluded in the scope of services:

Voice/data system design

Emergency Operations

Radio System Design

Public Announcement Systems

Lightning Protection Design

New electrical feed from FPL

New emergency power generator / fuel tank.

COPS Commissioning

LEED Services excluded in the scope of services:

LEED Agent Services

LEED Fundamental Commissioning Services

LEED Documentation Services

Compliance with Laws - Architect shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Payment Terms - Services will be invoiced at the completion of each phase. Payment will be expected within (30) days. A periodic charge of 1.5% / month will be charged on late payments.



NOTE! PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF THIS FIRM MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Scope of Services and Fees - The scope of services for EACH project is based on the assumptions stated in the Proposal and information provided by the CLIENT. If the conditions encountered materially vary from those indicated, or if the Client directs Architect to modify the scope of services orally or in writing, the costs and/or performance time established by the Proposal will be modified accordingly. Fees for services have been established in the Proposal. Unless other arrangements are established in the Proposal, fees shall be accrued hourly on a portal-to-portal basis.

Performance - Architect and its employees will exercise that degree of skill and care ordinarily exercised by members of the profession performing similar services in the geographical area where the services are being provided. NO OTHER WARRANTY, OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED, WITH RESPECT TO PROVIDING ANY SERVICES WHATSOEVER, INCLUDING THE FURNISHING OF ANY ORAL OR WRITTEN REPORTS. Architect is not a guarantor of the project to which its services are directed or of any element thereof. Architect's responsibility is limited to performance of the services set forth in the Proposal in accordance with the standard of care set forth in this Paragraph. Architect is not responsible for acts or omissions of the CLIENT, or for third parties not under its direct control.

Latent Defects in Existing Construction - Architect shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred from the completion of the Services that all defects will have been either observed or recorded. In as much as inspection or rehabilitation of an existing building requires certain assumptions that cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, Architect shall not be responsible for costs of corrective work or any other expense or cost arising from any latent defects in existing conditions, or the accuracy or inaccuracy of drawings or information provided to Architect. Where Architect's services are limited to the performance of representative visual inspection of limited areas of the building or structure, Architect shall only be responsible for that which can be reasonably observed at such representative locations.

Subcontractors / Affiliated Consultants - Architect may retain certain Subcontractors or Specialty Consultants as Independent Contractors and/or Specialty Engineers.

Means, Methods and Procedures - It is understood that the CLIENT may perform evaluations of existing construction and/or may have construction services performed concurrent with, as a result of, or in accordance with the professional services provided by Architect. In any such case, Architect shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with any such construction work, as these remain solely the Contractor's responsibility. Architect shall not be responsible for the Contractor's schedules or failure to carry out work in accordance with documentation prepared by Architect pertaining to such work. Architect shall not have control over or charge of acts or omissions of any Contractor, Subcontractors, or their agents or employees, or for any other persons performing portions of any such work.

Hazardous Material - Architect shall bear no responsibility for the discovery, presence, handling, removal or disposal of hazardous or dangerous materials. The Contractor may be required by Agencies having Jurisdiction to pay for permits for additional testing of asbestos or other such hazards. Architect shall bear no responsibility for these additional costs.



Safe Working Environment - Contractor has the duty to provide a safe working environment to employees and if Architect reasonably determines the working conditions to be dangerous, then Architect may, without penalty, cease the performance of its services and withdraw its employees from the project until such dangerous conditions are corrected. In the event that Architect ceases the performance of its services in accordance with this section, Architect shall be entitled to an equitable adjustment to its compensation to account for any additional costs and expenses incurred as a result of such actions upon written authorization by the City.

Mold - Services related to mold, asbestos or contamination detection and abatement are not considered to be a part of this proposal.

Concealed Conditions - This Agreement is based solely on the observations Architect was able to make with the structure in its current condition at the time this Agreement was bid. If additional concealed conditions are discovered once work has commenced, which were not visible at the time the proposal was bid, Contractor will stop work and point out these unforeseen concealed conditions to Architect so that CLIENT and Architect can execute a Change Order for any Additional Work upon written authorization by the City.

Standard Rates – All additional services shall be as per continuing service agreement between City of Miramar and Walters Zackria Associates at rates listed below.

TITLE	HOURLY RATE
Registered Architect	\$ 220.00
Project Manager 1	\$ 160.00
Project Manager 3 / Site Inspector	\$ 115.00
Cad Operator Level 1	\$ 100.00
Administrative	\$ 90.00

Additional services - If requested by the OWNER, shall include additional tasks not specifically mentioned above.

Site Survey – City shall hire a survey firm, to compile an accurate current CAD local area survey which includes roads, boundaries, easements, topography at max. 50' grid, existing building location and size, existing tree location with species and size, existing equipment including location of all underground fuel storage tanks, and all existing visible and concealed utility information. All existing improvements, such as parking lots, fencing, light poles, etc., shall be shown. Architect shall not be responsible or liable for undocumented or inaccurate survey information. Architect may hire the surveyor, if required by the City. This shall be billed as a reimbursable item.

Geotechnical Testing and Recommendation – City will hire a soil testing agency to provide soils borings and exfiltration testing as dictated by the architect or the sub-consultants. Architect shall not be responsible or liable for undocumented or inaccurate soils information. Architect may hire the geotechnical engineer, if required by the City. This shall be billed as a reimbursable item.



Existing Conditions - Please note that the firm cannot be held liable or responsible for undocumented or concealed existing site or building conditions.

Project Schedule - Project schedule will be developed after the proposal is approved.

Payment Terms - Services will be invoiced at the completion of each phase. Payment will be expected within (30) days. A periodic charge of 1.5% / month will be charged on late payments.

Compliance with Laws - Architect shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

DRC and CAB Review - Submittals to the community development office for Development Review Committee or Architectural Review Committee, etc., are included in the scope for the building addition. Addressing comments related to upgrading the existing building, site, parking, landscaping, irrigation, site tree survey, site drainage or other items is not included in the scope of this proposal.

Please contact our office if you have any questions regarding this proposal. Services will be initiated once we receive a purchase order and Notice to Proceed. Thank you.

Sincerely,

Client Approval

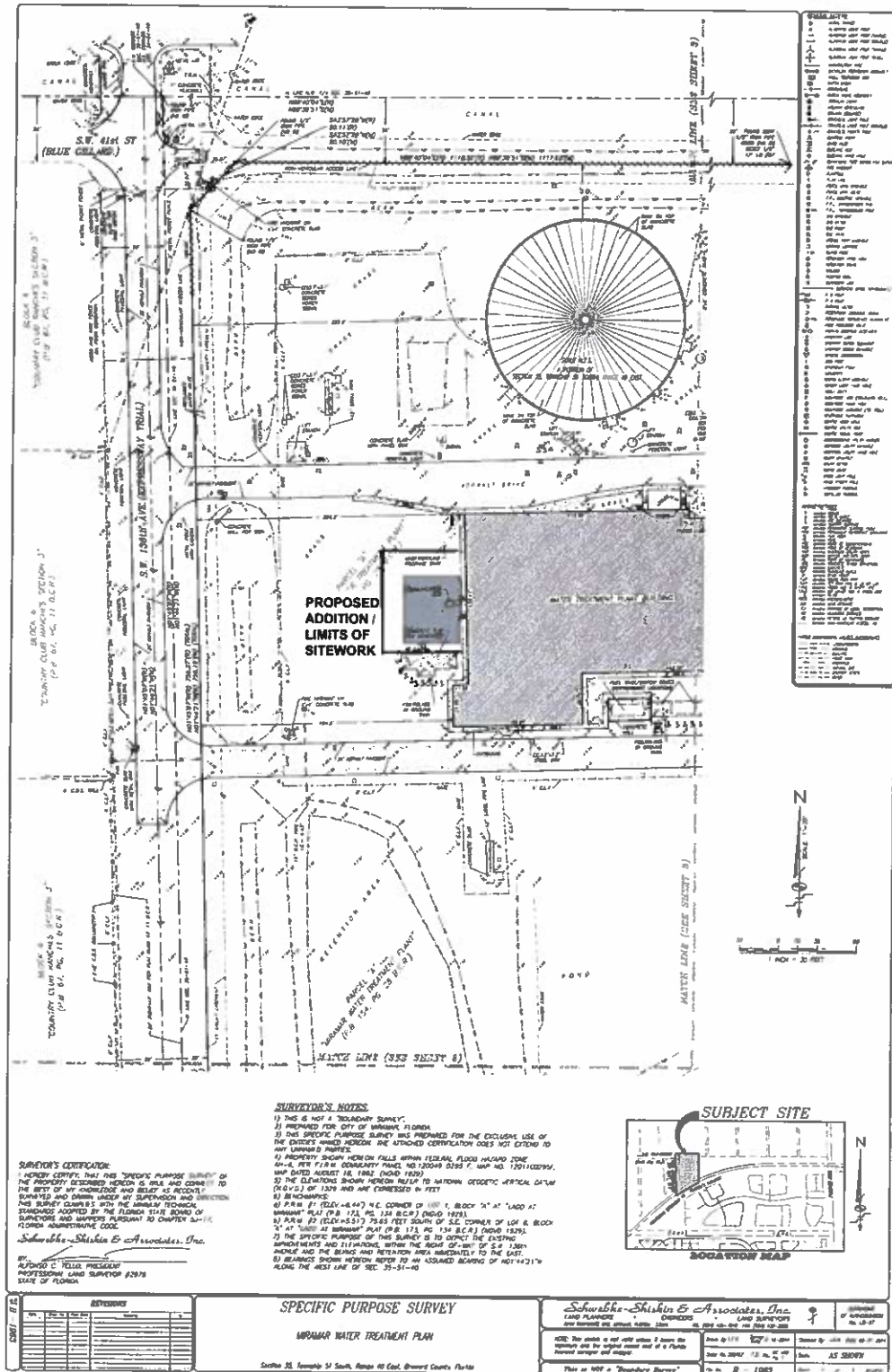
Date



Abbas H. Zackria, RA, CDT, LEED AP
Principal Architect



Exhibit A



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BASIC SERVICES

SLIPSTREAM