TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: 954-797-1085

PREPARED BY: Emilio DeSimone

SUBJECT: Resolution

AFFECTED DISTRICT: Districts 3 and 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECT'S INC. FOR ARCHITECTURAL SERVICES FOR FIRE STATION 86 AT SHENANDOAH PARK AND FIRE STATION 68 AT A SITE TO BE DETERMINED ALONG THE FLAMINGO ROAD CORRIDOR. ($714,600)

REPORT IN BRIEF: The Town Council approved the selection of CPZ Architect's, Inc. as the highest ranked firm for architectural services for the fire station 86 at Shenandoah Park and fire station 68 at a site to be determined along the Flamingo Road corridor by Resolution R-2007-262 and authorized staff to negotiate a contract for these services. The attached contract is a result of negotiations authorized by R-2007-262 and uses the standard AIA contract document as approved by the Town Attorney's office.

PREVIOUS ACTIONS: Resolution R-2007-262.

CONCURRENCES: This contract was negotiated by the Capital Projects Director. The contract document was reviewed by the Procurement Manager and the Town Attorney's Office.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: $714,600.00
030-3004-522-6206 ($407,600.00)
030-3004-522-6205 ($307,000.00)

Account Name: Fire Rescue Fire-Fire Station 68-Replacement and Fire Rescue-New Area Station-West Accounts.

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Contract exhibit “A”, RFP, Resolution R-2007-262 exhibit “B” and Corporation Information.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECT'S INC. FOR ARCHITECTURAL SERVICES FOR FIRE STATION 86 AT SHENANDOAH PARK AND FIRE STATION 68 AT A SITE TO BE DETERMINED ALONG THE FLAMINGO ROAD CORRIDOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council approved CPZ Architect's Inc. as the highest ranking firm to perform architectural services by Resolution R-2007-262; and

WHEREAS, staff negotiated a contract pursuant to Resolution R-2007-262; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with CPZ Architect's Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with CPZ Architect's, Inc. for architectural services for the fire station 86 at Shenandoah Park and fire station 68 at a site to be determined along the Flamingo Road corridor which is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF_____, 2008

_____

Attest:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

Exhibit A

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect

with Standard Form of Architect's Services

TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Town of Davie
6591 Orange Drive
Davie, Florida 33314

and the Architect:
(Name, address and other information)

CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, Florida 33314

For the following Project:
(Include detailed description of Project)

Davie Fire Stations
Town of Davie, Florida
Design of Two New Fire Stations for the Town of Davie

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

To provide Design, Permitting, Bid and Construction Administration Service for the construction of two new Fire Stations

§ 1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Fire Station #68 Flamingo Station located on Flamingo Road, 4 bay station
Fire Station #86 Shenandoah Station, located on Southwest 14th Street, 3 bay station

§ 1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

To develop a prototypical station for use as Fire Station 86, Shenandoah that can be easily modified to be a 4 bay station for Fire Station #68 Flamingo. All interior living spaces will remain the same.
All site work will be designed individually for each location.

§ 1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: to be determined later by mutual agreement

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: to be determined later by mutual agreement

§ 1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

The design and permitting time frame will be identified upon the start of the project, when all the permitting requirements and timelines can be identified.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Design, Bid, Build

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

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(List name, address and other information.)

Public Works - Manny Diez, Capital Projects Director
6901 Orange Drive
Davie, Florida 33314

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Public Works - Emilio DeSimone, Project Manager
6901 Orange Drive
Davie, Florida 33314

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Chris P. Zimmerman, AIA, President

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Civil Engineering, Craven Thompson
3563 Northwest 53 Street
Fort Lauderdale, FL 33309

Landscape Architect, Landscape Architects Collaborative
4310 West Broward Boulevard
Plantation, Florida 33317

Structural Engineer, DeRose Design Consultants
470 South Andrews Avenue, Suite 206
Pompano Beach, FL 33069

MEP Engineer. DeRose Design Consultants
470 South Andrews Avenue, Suite 206
Pompano Beach, FL 33069

Cost Estimator, Construction Management Services
10 Fairway Drive, Suite 301
Deerfield Beach, FL 33441

Traffic Engineer, McMahon & Associates, Inc.
6360 Northwest 5th Way , Suite 301
Fort Lauderdale, Florida 33309

§ 1.1.4 Other important initial information is:

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§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

No additional requirements.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner may be periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of

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submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven (7) days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

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§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

.1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
.2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
.3 decisions of the Owner not rendered in a timely manner;
.4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
.5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
.6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
.7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

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§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven (7) days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
.2 fees paid for securing approval of authorities having jurisdiction over the Project;
.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.5 renderings, models and mock-ups requested by the Owner;
.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants, provided these fees are identified in this agreement;
.7 reimbursable expenses as designated in Section 1.5.5;
.8 other similar direct Project-related expenditures.

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exhibit A

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

None

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Compensation will be as outlined in the attached Exhibit "A"

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

Additional Services will be negotiated for a lump sum at the time they are required.

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1.) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of 1.10 (10%) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

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§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

15 per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER	**ARCHITECT**
Town of Davie	CPZ Architects, Inc.
(Signature)	*(Signature)*
Tom Truex, Mayor	*Chris P. Zimmerman, President*
(Row deleted)	

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AIA® Document B141™ – 1997 Part 2

Standard Form of Architect's Services:

Design and Contract Administration

TABLE OF ARTICLES

2.1 PROJECT ADMINISTRATION SERVICES

2.2 SUPPORTING SERVICES

2.3 EVALUATION AND PLANNING SERVICES

2.4 DESIGN SERVICES

2.5 CONSTRUCTION PROCUREMENT SERVICES

2.6 CONTRACT ADMINISTRATION SERVICES

2.7 FACILITY OPERATION SERVICES

2.8 SCHEDULE OF SERVICES

2.9 MODIFICATIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 2.1.7.4 If bidding or negotiation has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by greater then 10% by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 1.3.8.5; or
.4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including

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inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect will retain the services of a surveyor to prepare the property survey for the Flamingo Site Only.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect will retain the services of a testing company to perform soil borings and percolation testing as required for the design of the building and site improvements.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal civil, landscape, structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids and shall assist the Owner in awarding and preparing contracts for construction. The Owner will be responsible for all advertising and legal notices.

§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Architect shall calculate a fee for the documents to cover reproduction and administration fees and shall charge Bidding Contractors directly for the cost of the documents.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

(Paragraphs deleted)

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend thirty (30) days after the date of Substantial Completion of the Work.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

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§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract

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Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to Twelve (12) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to Two (2) inspections for any portion of the Work to determine final completion.
- .5 The above items shall apply to each station.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

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Exhibit A

.2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;

.4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;

.5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;

.6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;

.7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or

.8 Contract Administration Services provided sixty (60) days after the date of Substantial Completion of the Work.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1	Programming	Owner	
.2	Land Survey Services	Owner & Architect	
.3	Geotechnical Services	Architect	
.4	Space Schematics/Flow Diagrams	Architect	
.5	Existing Facilities Surveys	Not Provided	
.6	Economic Feasibility Studies	Not Provided	
.7	Site Analysis and Selection	Not Provided	
.8	Environmental Studies and Reports	Owner	
.9	Owner-Supplied Data Coordination	Owner	
.10	Schedule Development and Monitoring	Architect	
.11	Civil Design	Architect	
.12	Landscape Design	Architect	
.13	Interior Design	Architect	
.14	Special Bidding or Negotiation	Not Provided	
.15	Value Analysis	Not Provided	
.16	Detailed Cost Estimating	Architect	
.17	On-Site Project Representation	Owner	
.18	Construction Management	Not Provided	
.19	Start-up Assistance	Not Provided	
.20	Record Drawings	Not Provided	
.21	Post-Contract Evaluation	Not Provided	
.22	Tenant-Related Services	Not Provided	
.23			
.24			
.25			

Description of Services.
(Insert descriptions of the services designated.)

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Exhibit A

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

OWNER	**ARCHITECT**
Town of Davie	CPZ Architects, Inc.
(Signature)	*(Signature)*
Tom Truex, Mayor	*Chris P. Zimmerman, President*
(Row deleted)	

Init.
/

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Exhibit "A"

Building Design - Basic Services

	Flamingo	Shenadoah	Difference	
Architecture, Structural & MEP Engineering	$ 238,000.00 *(These two are reversed from original)*	$ 184,450.00	$ (53,550.00)	
Additional Services				
CPZ Architects - Site Planning	$ 27,500.00	$ 27,500.00	$ -	DRC, P&Z, Town Council. Neighbor Participation , Etc.
Craven Thompson - Civil	$ 44,500.00	$ 39,550.00	$ (4,950.00)	No Citizen Particiaption Mtg
Surveying - BY OWNER			$ -	
Craven Thompson Platting	$ 32,600.00		$ (32,600.00)	No Citizen Particiaption Mtg
Duckelberger - Soils Testing and Report	$ 4,500.00	$ 4,500.00	$ -	
DeRose Design - Site Lighting	$ 5,000.00	$ 5,000.00	$ -	
LAC - Landscape & Irrig	$ 14,000.00	$ 14,000.00	$ -	Includes Site Plan Rendering
Traffic Signlization	$ 18,000.00	$ 18,000.00	$ -	
DeRose - Reinforced Masonry Inspections	$ 3,500.00	$ 3,500.00	$ -	
CMS - Cost Estimating	$ 20,000.00 *(These two are reversed from original)*	$ 10,500.00	$ (9,500.00)	
			$ -	
	$ 407,600.00	**$ 307,000.00**	***$ (100,600.00)***	

NOTE: This is only if both Stations are moving and completed at the same time.
Flaminigo is to be fully designed first and then modified for Shenadoah

Exhibit B

Administration 954-797-1030
Budget & Finance 954-797-1050
Development Services 954-797-1111
Engineering 954-797-1113
Fire Department 954-693-1211
Human Resources 954-797-1100
Planning & Zoning 797-1103

Parks & Recreation 954-797-1
Police Department 954-693-8
Public Works 954-797-1240
Special Projects 954-797-115
Technology & Information 954-
Town Clerks 954-797-1023
Utilities 954-433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399 (954) 797-1000

EMILIO,
FYI
HERB

April 2, 2007

REQUEST FOR PROPOSALS

The Town of Davie is accepting proposals from qualified firms until 2:00 p.m. on Thursday, April 26, 2007 for:

ARCHITECTURAL SERVICES-FIRE STATIONS 86 & 68, B-07-57

Complete specifications are enclosed. Any questions concerning this proposal should be directed to Herb Hyman, Procurement Manager, 6591 Orange Drive, Davie, Florida 33314. Phone (954) 797-1016.

Interested parties must submit an original and six (6) copies of their proposal. Sealed proposals should be marked with the name and number and boldly marked "SEALED PROPOSAL". All sealed proposals should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, Florida 33314. Proposals will be opened on or about 2:00 p.m., Thursday, April 26, 2007, at the Davie Town Hall. Any proposals received after the specified due date and time will be rejected and returned unopened. This will be a public opening.

The Town of Davie reserves the right to reject any and/or all proposals.

Town of Davie
Herb Hyman, CPPB, FCPA, FCPM
Procurement Manager

An Equal Opportunity Employer

Exhibit B

REQUEST FOR PROPOSALS
ARCHITECTURAL / ENGINEERING SERVICES
To design two new Fire Stations

"FIRE STATION # 86" & "FIRE STATION # 68"
Town of Davie, Florida
Proposal No. B-07-57

NATURE OF REQUEST
Pursuant to Florida Statutes, Chapter 287.055 (Consultant's Competitive Negotiation Act) the Town of Davie invites qualified Architectural firms to submit statements of qualifications and experience for consideration to provide Architectural and Engineering design services for two (2) new Fire Stations "Fire Station #86 located at 14625 S.W. 14th Street, Davie, FL. 33325 and Fire Station #68 located around the South Flamingo Road area on approximately 2 acres.

BASIC SERVICES
The Architect and their Engineering sub consultants shall prepare plans and specifications which will include the schematic design, design development, construction documents, distribution of bid documents, setting forth in detail the requirements for construction of the two (2) new Fire Stations based upon the design criteria package and meetings with the Town of Davie Fire Department and Capital Projects staff. The approximate construction budget for these projects are $2,400,000.00 for Station 86 and $2,600,000.00 for Station 68.

The Architect/Engineer shall:

Provide information customarily necessary for use of those in the building trades.

Include documents customarily required for regulatory agency approvals.

Supply schematic design and design drawings that include plans, color elevations, building sections and wall sections sufficient for the OWNER to determine compliance with the design criteria. At the design development phase "single line" drawings will be required to describe the structural, electrical, mechanical and plumbing systems in detail for the Owner's approval.

The Architect shall assist the Town of Davie's Capital Projects Department in the site plan approval process, securing all applicable permits, distribution of bid documents, and performing contract administration services during the construction of the Fire Stations.

As required, the Architect will retain the services of qualified electrical, mechanical, structural and civil engineers, landscape architects, or other consultants as needed, and will supervise and coordinate their work.

During the design work, the Architect shall meet with Town officials, the community, the Town of Davie Fire Rescue Department, and Town Council, as required to ascertain their priorities and objectives for this project. Additionally, the Architect shall make a design presentation to the Town Council when requested, and appear before the Town of Davie's Site Plan Committee as required.

Exhibit B

Provide estimates of probable construction cost at each phase of the project to verify that the building and site, as designed, can be constructed for the budget allocated. Do value engineering, as required, to obtain the best value for the money allotted for the Project.

A survey of the project sites are available at the Town of Davie's Capital Projects Department, which is located at 6901 Orange Drive, Davie, FL. 33314.

The general description of the functional characteristics of each building and site are as follows:

GENERAL
The intent is to design one three (3) drive-through apparatus bay and one four (4) drive-through apparatus bay, single storey fire stations.

BUILDING REQUIREMENTS

Station 86 three (3) drive-thru Apparatus Bays and Station 68 four (4) drive-thru Apparatus Bays:

Station 86 shall have the three (3) apparatus bays and **Station 68** shall have four (4) apparatus bays and shall be a minimum 20' wide and minimum 86' long. The ceiling height shall have a minimum clear height of 16'. The apparatus bay rolling overhead doors shall be a minimum of 14' wide and 14' high. They shall be Dade County approved impact resistant doors and shall be electronically operated by wall switches and remote control. Provide a 50' poured concrete apron outside the door that will be used for the truck wash down and a 10' poured concrete apron on the opposite side. The remote control operator for the bay doors shall be compatible with those at other Town of Davie Complexes. Provide two (2) 110 volt electrical drops per bay, hung from the ceiling at the driver side of the vehicles for total of six (6) drops for **Station 86** and eight (8) drops for **Station 68**. Provide trench drains in the center of each bay, installed parallel to with the bays. The floor finish shall be an epoxy type flooring finish approved for heavy traffic. **Station 86 approx. 6,424 nsf., Station 68 approx. 8,096 nsf.**

Left side of Apparatus Bays:

Hose Storage Room - This room shall be adjacent to the apparatus bay and shall be air-conditioned. Approx. **110 nsf.**
Sanitary Equipment Storage Room - This room shall be adjacent to the apparatus bay and shall be air-conditioned. Approx. **150 nsf.**
Decontamination Room - This room shall be adjacent to the apparatus bay. Provide a floor mounted laundry sink, a mop sink and a long trough vertical stall type washbasin to enable staff to wash backboards. All fixtures shall have hot and cold water and impervious wall and floor tile or epoxy flooring. Provide mechanical ventilation. Approx. **90 nsf.**
Hazardous Material Room - This room shall be adjacent to the apparatus bay. Approx. **50 nsf.**
Equipment / Supplies Room - This room shall be adjacent to the apparatus bay. Provide a floor mounted laundry sink. Provide electric water heater and ice machine. This room shall be air-conditioned. Approx. **80 nsf.**
Bunker Gear Room - This room shall be adjacent to the apparatus bay. Provide approximately thirty six (36) lockers. Approx. **360 nsf.**

Exhibit B

Right side of apparatus bays:

Lobby Area – The entrance will lead into the lobby area containing three (3) chairs and one (1) small table with a secured entrance to prevent the public from entering controlled areas. Approx. **120 nsf.**
Exam Room – This room is a small examination type room for people who walk in with medical concerns. Provide base and wall cabinets with a hand wash sink with hot and cold water. Provide space for a gurney, stool and a visitor's chair. Approx. **120 nsf.**
One Unisex ADA Accessible Public Restroom – The restroom shall be accessible from the lobby and exam room. Approx. **80 nsf.**
Watch Room / Dispatch – This area shall have desk space for four (4) administrative personnel to work in an open area. Provide space for a copier, fax machine, computers, phones and other typical office equipment. The electrical and equipment in this room shall be fully coordinated with the requirements of the Broward County 911 Center and Broward County Emergency Management Center. Approx. **290 nsf.**
Offices – Provide an office to accommodate two (2) desks with three (3) chairs each and two (2) filing cabinets. Approx. **180 nsf.**
Laundry & Janitor Room – Provide space for one (1) heavy-duty industrial type washer and dryer. Provide a sturdy countertop for folding clothes. Provide shelving for laundry detergents. Approx. **140 nsf.**
Day Room / Multipurpose Room – This room shall accommodate a group of 15 – 20 persons. It shall provide for television viewing with cable television. The room shall also accommodate eight (8) comfortable recliners. It shall have a comfortable residential appearance. Approx. **600 nsf.**
Dining Room – Provide for a large table that will accommodate ten (10) people. This room shall be adjacent to the kitchen and day room / multipurpose room. Approx. **290 nsf.**
Kitchen – The kitchen shall be laid out to accommodate several people cooking at the same time. It shall be directly adjacent and open to the dining room. The kitchen shall have three (3) refrigerator freezers min. 22 cubic ft., one (1) six (6) burner gas range and grill with a commercial type exhaust hood including fire suppression system, a industrial dishwasher, garbage disposer, ice machine, and microwave. Provide lockable base and wall cabinets, center island, stainless steel countertop and full backsplash. All appliances, wherever feasible shall be gas, i.e. range, clothes dryer, water heater, etc. All kitchen appliances shall be stainless steel. Approx. **290 nsf.**
Sleeping Rooms – Station 86 Provide individual sleeping rooms with full baths to accommodate twelve (12) persons. **Station 68** Provide individual sleeping rooms with full baths to accommodate fourteen (14) persons. Each room shall accommodate a single bed, four (4) lockers, a nightstand, and a desk with chair. The minimum size of each sleeping room shall be 10' x 10'. Approx. **100 nsf.** Bath rooms **approx. 50 nsf.**
Additional Sleeping Rooms - Provide a Captain's / Lieutenant's individual sleeping room with full baths. The room shall accommodate a single bed, four (4) lockers and a night stand. The minimum size of each sleeping room shall be 10' x 10'. Sleeping room Approx. **120 nsf.** Bath rooms approx. **50 nsf.**
Station 68 Provide a Battalion Chief's individual sleeping room with a full bath and a private office. Approx. **220 nsf.** Bath room approx. **50 nsf.**
Exercise Room – Provide an exercise room. It shall have exercise machines. Provide electrical floor outlets for equipment. No free weights. Approx. **260 nsf.**
Storage Rooms – Storage rooms shall be as large as practical, with built in shelving.Approx. **170 nsf.**
Mechanical, Electrical and Data Rooms – These spaces shall be provided as required for building operation. Electrical room shall have access located from the exterior. Mechanical room shall be located on an exterior wall with access from the interior of the building.

Exhibit B

FUNCTIONAL CHARACTERISTICS

Emergency Generator – Provide an emergency backup diesel generator that is capable of running 100% of the fire station for a period of five (5) days without refueling.

Central air conditioning – Provide an efficient and cost effective split system. The major individual spaces shall have separate A/C controls. Exterior components of mechanical systems shall be concealed from public view.

Telecommunications – Telephone, cable television and computer services shall be provided.

Public address system – Provide a public address system with a speaker in all spaces including apparatus bays and outside spaces, with a minimum of six (6) zones, the Town of Davie will provide the equipment. The wiring and installation shall be by contractor

Parking – Parking spaces shall be provided per Town of Davie Land Development Code. Provide a minimum seventeen 17 spaces including one (1) handicap space.

Fire Apparatus Exits – Provide adequate turning radius to allow for designated fire equipment to enter and exit the facility. Design the traffic circulation with attention to adequate sight lines and an emergency traffic signals.

Dumpster Enclosure – Provide a dumpster enclosure that can be accessed from outside the compound and is screened from the public as required by the Town of Davie's Land Development Code.

Backflow Preventor – Provide bollards and screening with landscape material as required by the Town of Davie's Land Development Code.

Building Character – The building character shall be similar to the attached rendering. The Architect shall develop the drawing as required for functional requirements. Color and finish selections shall be recommended.

Employee Parking Enclosure – Fencing shall be 6' high with electronic gate controls that are operated with a push button from inside of the building, remote controls and manually.

SELECTION PROCESS

The Town of Davie will accept responses no later than 2:00 P.M. on , 2007. Responses will be reviewed by a selection committee. The Committee shall select firms deemed to be the most highly qualified to perform the required services. Those firms will be invited to be interviewed by the Selection Committee. After the interviews, the Selection Committee will rank the order of the firms and the Committee's rankings will be submitted to the Town Council for ratification and will include instruction to staff to begin negotiations with the "top" ranked firm. The Selection Committee reserves the right to make its recommendation based on the Committee's determination of the best-qualified firm.

Evaluation criteria will be:

Provide evidence that the Architect has had a positive relationship with previous clients and successful completion of previous contracts of similar type.

Provide evidence that the Architect has designed previous projects, which demonstrated innovative design capability, particularly with respect to building durability, energy efficiency, cost effectiveness, and aesthetics.

Provide evidence that the Architect has successfully built fire station facilities.

Provide evidence that the Architect and consulting Engineers have worked successfully together in the past.

Provide a project design schedule demonstrating the team's ability to highly prioritize this project and meet a very short deadline for completion.

Exhibit B

SUBMISSION AND RECEIPT
Submitted documents in response to this request should be brief, and should include the following:
Submit Standard Forms 254 and 255 for the entire team, including Electrical, Mechanical, Civil and Structural Engineers and a Landscape Architect for this project. The Architect shall provide all necessary inspection services for their consultants.

DESCRIPTION OF FIRM OR TEAM
Architect is encouraged to provide supplemental information, as appropriate, to demonstrate firm or team capabilities not clearly articulated in the required form.
Submit resumes of key personnel and an organizational chart of the team that will be assigned to this project if selected.

PREVIOUS PROJECTS
Provide highlights of your previous relevant work experiences, including photos, floor plans, photocopies or graphics, as appropriate. Please provide a location map and the name and phone number of the contact person at similar facilities that the Architect has designed, so that the committee may visit previous projects or speak with the Owners representatives.

STATEMENT OF LIABILITY INSURANCE
The successful bidder shall be required to provide appropriate liability coverage as delineated in the contract, which policy shall name the Town of Davie as an additional insured.

PUBLIC INFORMATION ACT
Per Florida StatueF.S.119.07 (3) (ee), the Architect shall be advised: (ee) Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s.119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, of other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act of 1995 in accordance with s.119.15, and shall stand repealed on October 2, 2007, unless reviewed and re-enacted by the Legislature.

Exhibit B

PUBLIC ENTITY CRIMES INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods of services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REGISTRATION OF LOBBYISTS

Firms or individuals who wish to contact any official of the Town outside of a pre-submission conference or written request for information procedure must first register with the Town Clerk as a lobbyist for this Request for Proposals. Failure to register before contacting any official will result in disqualification of the proposal and submissions will not be considered. Lobbying registration certificates (attached hereto) should be mailed to:

Russell Muniz, Town Clerk
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Town against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

INSURANCE REQUIREMENTS

Workers' Compensation:

The Architect shall provide and maintain Worker's Compensation insurance in full compliance with the applicable laws of the State of Florida and the United States. The policy must include Employers Liability: One hundred thousand dollars ($100,000.00) for each accident, five hundred thousand dollars ($500,000.00) disease (policy limit), and one hundred thousand dollars ($100,000.00) disease (each employee). The Architect shall further insure that all of its sub consultants maintain appropriate levels of Worker's Compensation insurance.

Exhibit B

COMMERCIAL GENERAL LIABILITY
The policy shall include one million dollars ($1,000,000.00) per occurrence Combined Single Limit for bodily injury liability and property damage liability. This shall include coverage for premises and /or operations, independent contractors and products and / or operations, broad form property damage, personal injury and a contractual liability endorsement, specifically insuring the hold harmless clause of the contract The policy of insurance shall be written in an "occurrence" based format.

BUSINESS AUTO LIABILITY
The Architect shall have minimum limits of one million dollars ($1,000,000.00) per occurrence Combined Single Limit for bodily injury liability and property damage liability. This shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

PROFESSIONAL LIABILITY INSURANCE
The Architect shall provide Professional Liability insurance with minimum limits of one million dollars ($1,000,000.00) on a claims-made basis. The Engineering consultants and Landscape Architect shall provide Professional Liability insurance with minimum limits of five hundred thousand dollars each ($500,000.00) on a claims-made basis.
The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the Consultant shall notify the Town of any claims made against this insurance policy during the five years following the execution of this Contract.
The Town of Davie is to be named as an additional insured on both the general liability and auto liability policies, with a waiver of subrogation on the workers compensation employer's policy.

DEADLINE
Deadline for receipt of sealed responses to this RFP is 2:00 p.m._____, 2007.

NUMBER OF COPIES REQUIRED
Submit seven (7) complete copies of the response.

SEALED RESPONSES MUST BE SUBMITTED TO
Herb Hyman, Procurement Manager
Town of Davie
6591 Orange Drive
Davie, Florida 33314

Mark the front of the envelope:
"Architectural/Engineering Services-FIRE STATION #86 and #68

Exhibit B

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Herb Hyman/797-1016

PREPARED BY: Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: Districts 3 and 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF CPZ ARCHITECT, INC. TO PROVIDE ARCHITECTURAL SERVICES FOR FIRE STATIONS 86 AND 68 AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

REPORT IN BRIEF: The Town solicited competitive sealed proposals for architectural services for fire stations 86 and 68. RFP documents were sent to thirty-seven (37) prospective proposers. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received seventeen (17) proposals. All proposals are available for viewing in the Purchasing Division. The selection committee short listed the top five proposers to make an oral presentation. Following oral presentations, the selection committee ranked the firms. CPZ Architect, Inc. was ranked as the firm best qualified to provide the required services in accordance with the ranking totals attached hereto.

PREVIOUS ACTIONS: Not applicable.

CONCURRENCES: CPZ Architect, Inc. was chosen by the selection committee.

FISCAL IMPACT: Yes

Has request been budgeted? Yes
If yes, expected cost: To be negotiated with the highest ranked firm.
Account Name: Capital Improvement Program-New Area Station-West Account and Capital Improvement Program-Flamingo Rd. Fire Station Replacement
Additional Comments:

RECOMMENDATION(S): Motion to approve the resolution.
Attachment(s):
Procurement Authorization
Selection Committee Rankings
Incorporation information

Exhibit B

RESOLUTION NO. ~~R-2007-~~262

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF CPZ ARCHITECT, INC. TO PROVIDE ARCHITECTURAL SERVICES FOR FIRE STATIONS 86 AND 68 AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals to provide architectural services for fire stations 86 and 68; and

WHEREAS, the selection committee has selected CPZ Architect, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of CPZ Architect, Inc. as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 19th DAY OF September, 2007

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS 19th DAY OF September, 2007

Exhibit B

	A	B	C	D	E	F
1						
2						
3		ARCHITECTURAL SERVICES-FIRE STATIONS 86 & 68				
4						
5						
6	COMMITTEE MEMBER	CUBELLIS	CPZ	WALTERS	BERMELLO	CARTAYA
7		SGR	ARCHITECTS	ZACHRIA	AJAMIL	& ASSOC
8						
9	C. MENKE	4	1	3	5	2
10	R. MUNIZ	2	1	4	5	3
11	M. KUTNEY	2	3	1	5	4
12	L. PETERS	4	3	1	5	2
13	M. DIEZ	4	2	3	5	1
14	D. DIPETRILLO	5	1	3	4	2
15	H. HYMAN	3	1	4	5	2
16						
17	TOTAL	24	12	19	34	16
18						
19	RANKING	4TH	1ST	3RD	5TH	2ND

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

CPZ ARCHITECT, INC.

Filing Information

Document Number	P02000128253
FEI Number	571140055
Date Filed	12/02/2002
State	FL
Status	ACTIVE
Effective Date	NONE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/27/2003
Event Effective Date	NONE

Principal Address

4316 W BROWARD BLVD
PLANTATION FL 33317

Changed 05/01/2006

Mailing Address

4316 W BROWARD BLVD
PLANTATION FL 33317

Changed 05/01/2006

Registered Agent Name & Address

MODAS, DANIEL A
1215 SE 2 AVE #202
FT LAUDERDALE FL 33335 US

Officer/Director Detail

Name & Address

Title DP

ZIMMERMAN, CHRIS P
1961 SW 68 AVE
PLANTATION FL 33317

Exhibit B

Document Images

03/21/2007 -- ANNUAL REPORT

05/01/2006 -- ANNUAL REPORT

04/25/2005 -- ANNUAL REPORT

04/21/2004 -- ANNUAL REPORT

05/27/2003 -- Name Change

04/30/2003 -- Name Change

04/23/2003 -- ANNUAL REPORT

12/02/2002 -- Domestic Profit

Note: This is not official record. See documents if question or conflict.

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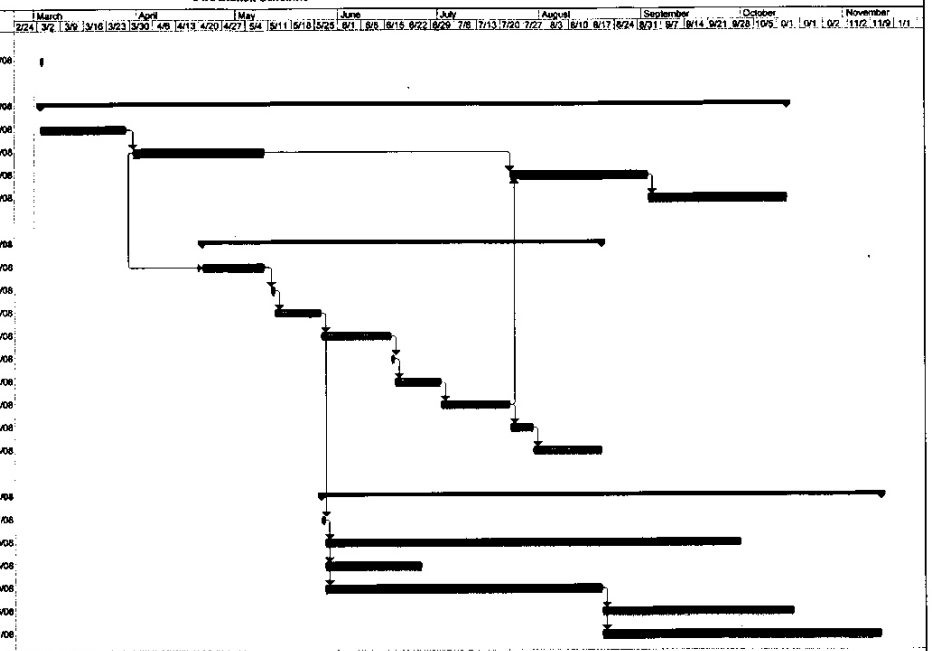
Town of Davie
Fire Station Schedule

ID	Task Name	Duration	Start	Finish
1				
2	Notice To Proceed	1 day	Mon 3/3/08	Mon 3/3/08
3				
4	**Architectural Design**	**152 days**	**Mon 3/3/08**	**Tue 10/14/08**
5	Schematic Design	4 wks	Mon 3/3/08	Fri 3/28/08
6	Design Development	6 wks	Mon 3/31/08	Fri 5/9/08
7	Construction Documents 50%	6 wks	Wed 7/23/08	Tue 9/2/08
8	Construction Documents 100%	6 wks	Wed 9/3/08	Tue 10/14/08
9				
10	**Site Plan Process**	**87 days?**	**Mon 4/21/08**	**Tue 8/19/08**
11	DRC Submittal #1	15 days	Mon 4/21/08	Fri 5/9/08
12	DRC Meeting	1 day?	Mon 5/12/08	Mon 5/12/08
13	Review and Respod	10 days	Tue 5/13/08	Mon 5/26/08
14	DRC Meeting #2	15 days	Tue 5/27/08	Mon 6/16/08
15	DRC Meeting	1 day?	Tue 6/17/08	Tue 6/17/08
16	Design Team review and Respond	10 days	Wed 6/18/08	Tue 7/1/08
17	P&Z Board Approval	15 days	Wed 7/2/08	Tue 7/22/08
18	Review and Respond	5 days	Wed 7/23/08	Tue 7/29/08
19	Town Council Approval	15 days	Wed 7/30/08	Tue 8/19/08
20				
21	**Civil Permitting**	**121 days**	**Tue 5/27/08**	**Tue 11/11/08**
22	Start Civil Permiting	1 day	Tue 5/27/08	Tue 5/27/08
23	Central Broward Water Management	90 days	Wed 5/28/08	Tue 9/30/08
24	Utilities Department	21 days	Wed 5/28/08	Wed 6/25/08
25	Engineering	60 days	Wed 5/28/08	Tue 8/19/08
26	State Div of Health	42 days	Wed 8/20/08	Thu 10/16/08
27	BC - EPD Sewer	60 days	Wed 8/20/08	Tue 11/11/08



Project: DAVIE FS Schedule short
Date: Sun 1/27/08

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline