

subcontract PROFESSIONAL SERVICES AGREEMENT (SHORT FORM)
CONTRACT NO. PSA 2022-021
PLANNING SERVICES FOR BILTMORE WAY PUBLIC ENGAGEMENT PROCESS

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made as of this ____ day of _____, 2022, between the City of Coral Gables (hereinafter called the "CITY"), and Dover, Kohl & Partners, (hereinafter called the "CONTRACTOR").

In accordance with the exemption of the Procurement Code set forth in Section 2-691, and in consideration of the promises and the mutual covenants herein contained, the CITY agrees to retain the CONTRACTOR for the term specified herein.

1. **Services.** The CONTRACTOR agrees to perform as an independent contractor all the services described herein in the scope of services set forth in Exhibit 1 hereto (the "Services").

- a. **Changes in Services.** This Agreement cannot be modified except by written Change order (issued on CITY'S form) signed by both parties, and CONTRACTOR shall not rely on any alleged verbal or written statement to the contrary. If the CONTRACTOR believes it is entitled to additional compensation or additional time to perform its Services, CONTRACTOR shall notify CITY of such claim within twenty one (21) days of the event giving rise to the claim, or it shall be deemed waived by the CONTRACTOR .
- b. **Subcontractors/Assignment.** If CONTRACTOR desires to utilize the services of subcontractors or other third parties not identified in the Scope of Services attached as Exhibit A, such persons or parties must be approved in advance by the CITY. The CITY agrees to provide such approval, to be determined by the CITY, within fourteen (14) days of the CONTRACTOR's request. All agreements entered into with subcontractors by CONTRACTOR shall contain a provision binding the subcontractor to the terms of this Agreement. The duties and obligations of the CONTRACTOR under this Agreement may not be delegated to any other person or party, and the rights and privileges of CONTRACTOR under this Agreement may not be assigned to any other person or party. It is understood that a sale of the majority of the stock or partnership shares of the CONTRACTOR, a merger, bulk sale, or an assignment for the benefit of creditors, shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior CITY approval. Notwithstanding anything to the contrary herein, any transfer, pledge, sale, assignment, or delegation without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement. The CITY may assign its rights, together with its obligations hereunder.

2. **Schedule.** Time is of the essence of this Agreement. CONTRACTOR agrees to perform the Services in accordance with a schedule reasonably established by CITY after consultation with CONTRACTOR, or as specifically set forth in Exhibit 1.

3. **Payment.** Unless otherwise provided in Exhibit 1, the CONTRACTOR shall be paid in a sum not to exceed \$110,000 in accordance with Exhibit 2 (Fee Schedule) upon satisfactory completion of and acceptance by the CITY of the Services. There shall be no additional reimbursable expenses.

4. **Independent Contractor.** The CONTRACTOR acknowledges entering into this Agreement as an independent contractor, and the CONTRACTOR shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions

and payroll taxes relating to CONTRACTOR'S services, or those of employees of the CONTRACTOR. The CITY shall not withhold from sums payable to the CONTRACTOR, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The CONTRACTOR, its employees or agents, will not be considered as employees of the CITY or entitled to participate in plans, distributions, arrangements or other benefits extended to the CITY employees. The CONTRACTOR is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the CITY and CONTRACTOR. The CONTRACTOR has no authority to bind the CITY to any promise, debt, default, or undertaking. The CONTRACTOR and the CITY agree that it is not intended that any provision of the Agreement establish a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

5. **Indemnification and Hold Harmless.** Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, CONTRACTOR shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, CONTRACTORS, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of CONTRACTOR, any subCONTRACTOR, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and CONTRACTOR's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when CONTRACTOR (or any subCONTRACTOR or any person or organization directly or indirectly employed by CONTRACTOR) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of CONTRACTOR to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject CONTRACTOR to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

In any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, CONTRACTORS, agents, or employees by any employee of CONTRACTOR, any subCONTRACTOR, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such subCONTRACTOR or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

6. **Insurance.** Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Labor Relations Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public. Consequently, prior to commencing work, the CONTRACTOR shall

procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

INSURER REQUIREMENTS

The CONTRACTOR shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the CONTRACTOR and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000
Fire Damage Limit (Damage to rented premises) - \$100,000
Personal & Advertising Injury Limit - \$1,000,000
General Aggregate Limit - \$2,000,000
Products & Completed Operations Aggregate Limit - \$2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000
Any Auto (Symbol 1)
Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

Uninsured and Underinsured motorist coverage with limits of not less than \$100,000 per accident

Professional Liability Insurance with limits of not less than \$1,000,000.

MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

REQUIRED ENDORSEMENTS

In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance and Professional Liability)

Waiver of Subrogation for all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096

All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

HOW TO EVIDENCE COVERAGE TO THE CITY

The following documents must be provided to the City;

A Certificate of Insurance containing the following information:

- Issued to entity contracting with the City
- Evidencing the appropriate Coverage
- Evidencing the required Limits of Liability required
- Evidencing that coverage is currently in force
- Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.
- A copy of each endorsement that is required by the City

All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf.

The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

WAIVER OF INSURANCE REQUIREMENTS

Should a bidder not be able to comply with any insurance requirement, for any reason, the bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division.

CONTRACTOR is encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

All insurance documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When submitting Professional, Contractor and/or Vendor evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
P.O. Box 100085 – CE
Duluth, GA 30096

7. **Standard of Care.** The CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and the CONTRACTOR shall, at no additional cost to the CITY, re-perform services which fail to satisfy the foregoing standard of care. The CONTRACTOR shall be responsible for the quality of all services performed by subCONTRACTORS or other third parties retained by CONTRACTOR. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

8. **Compliance with Applicable Law.** In performance of the services, the CONTRACTOR will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards, including but not limited to, compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements. It shall be the responsibility of the CONTRACTOR to obtain and maintain, at no cost to the CITY, any and all license and permits required to complete the services provided pursuant to this Agreement. CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers and employees from and against any sanctions and any other liability which may be assessed against CONTRACTOR or CITY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9. **Equal Opportunity.** It is understood that the CONTRACTOR shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for immediate termination of the contract without liability to the CITY or its employees.

10. **Policy Regarding Conduct.** All contractors, including CONTRACTOR, its employees, agents and subcontractors, must abide by the CITY'S policies regarding conduct. Violations of CITY policies will not be tolerated and are grounds for termination of the contract without liability to the CITY or its employees.

11. **Conflict of Interest.** Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The CONTRACTOR agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the CONTRACTOR and full disclosure of the nature and extent of the proposed representation, the City Manager shall have the authority to authorize such representation during the term of this Agreement.

12. **Confidentiality.** Subject to the requirements of Chapter 119 of the Florida Statutes, the CONTRACTOR agrees that any information received by the CONTRACTOR for the CITY and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations, and that no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the CITY.

13. **Ownership of Documents.** All right, title, and interest in and to all work performed under this Agreement, including without limitations all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the CONTRACTOR or sub-CONTRACTORS, shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY; provided that any materials used by the CONTRACTOR and any sub-CONTRACTORS for which a patent or copyright protection has previously been secured by them shall remain the property of the CONTRACTOR or sub-CONTRACTORS. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the CITY's use.

14. **Notice.** Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or rejected, or three (3) calendar days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to CONTRACTOR shall be to:

Victor Dover
1571 Sunset Drive
Coral Gables, FL 33143

15. **Most Favored Public Entity.** CONTRACTOR represents that the prices charged to CITY in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If CONTRACTOR'S prices decline, or should CONTRACTOR, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the CITY.

16. **Waiver of Consequential Damages.** CONTRACTOR waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or

for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by CONTRACTOR.

17. **Sovereign Immunity.** CONTRACTOR acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by CONTRACTOR against the CITY other than claims arising out of this Agreement. Specifically, the CONTRACTOR acknowledges that it cannot and will not assert any claims against the CITY, unless the claim is based upon a breach by the CITY of this Agreement. Further, the CONTRACTOR recognizes the CITY is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the CITY's exercise of that regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The CONTRACTOR acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, CONTRACTORS, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and CONTRACTOR.

18. **Financial records.** The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. CONTRACTOR agrees that CITY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by CONTRACTOR at a location in Miami-Dade County, Florida; provided that if any such material is located outside Miami-Dade County, then, at CITY'S option CONTRACTOR shall pay CITY for travel, per diem, and other costs incurred by CITY to examine, audit, excerpt, copy or transcribe such material at such other location. In the event that an audit is conducted by CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR, then CONTRACTOR shall file a copy of the audit report with the CITY'S Auditor within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law. CITY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

19. **Miscellaneous.**

- a. **Modification.** This agreement may not be amended or modified unless in writing and signed by both parties.
- b. **Availability of funds.** The obligations of the CITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.
- c. **Conflict of Interest.** CONTRACTOR covenants that no person employed by the CONTRACTOR which exercises any functions or responsibilities in connection with

this Agreement has any personal financial interests direct or indirect with the CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of CONTRACTOR or its employees must be disclosed in writing to CITY. CONTRACTOR is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

- d. **Background check/Drug and Alcohol Policy.** CONTRACTOR agrees that all of its employees performing work on CITY property may be subject, at the CITY's discretion, to an annual "Level 2" background investigation in accordance with Chapter 435.04 of the Florida Statutes. If the CITY in its discretion determines that a specific employee of the CONTRACTOR should not perform work on CITY property, the CONTRACTOR will ensure that such employee does not perform work on CITY property. CONTRACTOR agrees to comply with the CITY's drug and alcohol policy. The CITY may waive all or part of this subsection d., in its discretion.
- e. **Federal and State taxes.** The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY'S Tax Exemption Number in securing such materials.
- f. **Entirety of agreement.** The CITY and the CONTRACTOR agree that this Agreement, as amended from time to time, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications, written or oral, between the CITY and the CONTRACTOR pertaining to the services. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.
- g. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.
- h. **Waiver.** A waiver by either the CITY or the CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- i. **Severability.** If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.
- j. **Governing law and venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any and all legal action

necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

- k. **Joint preparation.** Preparation of this Agreement has been a joint effort of the CITY and the CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- l. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.
- m. **Public Records Law, Florida Statutes Chapter 119.** Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. CONTRACTOR acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. CONTRACTOR also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, CONTRACTOR agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

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

Approved as to insurance:

AS TO CITY:

David Ruiz
Risk Management Division

Peter J. Iglesias, P.E.
City Manager

Approved by
Department Director or head of
negotiations team as to
the negotiated business terms

Alberto Parjus
Assistant City Manager

Suramy Cabrera
Director of Development Services

ATTEST:

Approved as to compliance with
applicable procurement requirements:

Billy Y. Urquia
City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Celeste S. Walker-Harmon
Chief Procurement Officer

Miriam Soler Ramos
City Attorney

Approved as to funds appropriation:

Diana M. Gomez
Finance Director

ATTEST:

AS TO CONTRACTOR:

Corporate Secretary

President

Print Name: JOSEPH A-KOHL

Print Name: VICTOR B. DOWEN



Print Name: _____

Print Name: _____

DOVER, KOHL & PARTNERS

t o w n p l a n n i n g

Exhibit 1

SCOPE OF SERVICES

The following scope of work outlines Dover, Kohl & Partners' (DK&P) approach for completing the Biltmore Way Public Engagement Process. The scope of services has been divided into three primary phases; work may occur concurrently between the phases, if needed. Optional tasks have also been listed in the 'Additional Services', which can be authorized on an as needed basis.

The framework plan and design will encompass the four blocks of Biltmore Way's public right-of-way, from Anderson Road to Le Jeune Road, approximately a half-mile long. The work products associated with each of these phases are described in the following pages.

PHASE 1 – ANALYSIS & KICKOFF

Phase 1 will include a review of existing conditions, a site visit, and initial meetings that begin an exchange of ideas about the existing concerns and future of Biltmore Way. Issues to be considered include streetscape design, parking, landscaping, and mitigation of existing pedestrian right-of-way safety concerns originating from current design deficiencies and/or other environmental factors.

Task 1.1: Project Initiation / Client & Consultant Coordination

At the onset of the project, DK&P will work closely with the City to establish a detailed project schedule, including dates for completion of each task, and milestones for key project meetings and deliverables. This schedule will be updated as needed over the course of the project. Consultant/Client coordination throughout the project will include:

- **Public Outreach and Participation Plan:** Working with the City, a public outreach and participation plan will be prepared, including a list of stakeholders, an advertising and communications strategy for announcing public meetings and sharing materials, and a mechanism to collect public feedback. The City will be responsible for providing a list of stakeholder contacts including, but not limited to, local leaders, advocacy groups, HOA's, nonprofits, local historians, developers, and business owners. The Public Outreach and Participation Plan will include Best practices with methods and approaches applicable to all the City's public processes.

- **Internal Kick-Off Meeting:** The Consultant and City Staff will meet via teleconference to discuss the project schedule, public participation plan, project website, site visit, and base information needs.
- **Bi-weekly Team/Client Conference Calls (Up to 12)**

Task 1.1 Deliverables:

- Detailed project schedule
- Participation in internal project kick-off meeting
- Participation in up to 12 bi-weekly Consultant /Client conference calls
- Public Outreach and Participation Plan

Task 1.2 Assess Existing Plans / Base Information

In order to prepare for and perform tasks described under this agreement, DK&P will review relevant base information and documentation, which shall be provided by the City of Coral Gables. This information shall include, but is not be limited to:

- Available existing conditions documentation of the corridor, including surveys and aerial photos. The surveys should include right-of-way dimensions, edge of pavement, sidewalks, planting areas, trees, utility locations, parking, and any other relevant physical limitations.
- Previous design work, planning studies, and public input gathered for the corridor.

Task 1.2 Deliverables:

- Collection & review of base materials, as provided by the City

Task 1.3 Initial Site Visit

DK&P will walk and/or bike the half-mile corridor with members of City Staff using the visit as an opportunity to conduct on-site analysis and gather photos that help describe the existing conditions and can be used to produce before and after visualizations.

Task 1.3 Deliverables:

- Participation in site visit walking and/or biking tour
- Site visit photos to be uploaded and shared with the City

PHASE 2: PUBLIC ENGAGEMENT & CONCEPTUAL DESIGN

Task 2.1 Project Website & Public Information Kick-Off Video

DK&P will create a dedicated project website that will serve as the primary resource for the community to access project updates, including upcoming meeting dates, previous plans and

studies for Biltmore Way, public presentations, and preliminary design materials. The website will include feedback forms and polls to collect feedback on community concerns and design preferences as the project progresses.

Given that a large public visioning meeting was held not long ago for this corridor, the Consultant team will prepare a public information video and survey in lieu of another kick-off meeting that will live on the project homepage. The video will give a brief summary on the history of Biltmore Way and previous planning efforts, as well as describing the current issues and concerns along the corridor and all the ways in which people can stay involved. The survey will invite additional input on the key issues found along Biltmore Way today, as well as the top design priorities for the Consultant Team to consider (e.g. safety, street trees, street furniture, pedestrian comfort, bicycle infrastructure, etc.).

Task 2.1 Deliverables:

- Project website and domain for 1-year (including continual updates throughout the planning process)
- Public Information Kick-Off Video draft storyboard and finished video file

Task 2.2 Stakeholder Meetings (Up to 8)

The DK&P Team will lead up to eight (8) stakeholder meetings. These meeting are an opportunity to gather with community leaders, property owners, and advocates in smaller groups to discuss their primary concerns and hopes for Biltmore Way. The meetings can be conducted in-person or via teleconference, depending on scheduling availability.

Task 2.2 Deliverables:

- Participation in up to 8 stakeholder meetings
- List of participants, summary notes, and video recordings (if conducting via Zoom) for each stakeholder meeting to be uploaded and shared with the City

Task 2.3 Walking Tours (Up to 3)

DK&P will lead up to three (3) walking tours along Biltmore Way with stakeholders and the public throughout the planning process. These will give the Consultant Team an opportunity to gather additional input from the community outside of typical public meeting format.

Task 2.3 Deliverables:

- Participation in up to three (3) community walking tours
- List of participants and photos to be uploaded and shared with the City

Task 2.4 Preliminary Design Alternatives & Public Presentation / Open House

2.4.1 Preliminary Design Alternatives - Utilizing the survey provided by the City and the community input gathered through previous planning efforts, online forms and surveys, stakeholder meetings, and walking tours, the DK&P Team will prepare preliminary design alternatives in section to present to the community. Each alternative will seek to address community priorities in different ways. As a part of this exercise, the team will also consider both short-term improvements that can be easily implemented and a more ambitious long-term vision. The team will share these preliminary alternatives with the City with one (1) round of revisions, prior to presenting them to the public.

2.4.2 In-Person Public Presentation / Open House – The DK&P Team will prepare a PPT presentation and printed exhibits of the preliminary design alternatives to be shared with the community at a public meeting. The meeting will feature a presentation of the alternatives by the Consultant, followed by an Open House format where attendees can review the designs on exhibit boards, talk to the team, and provide input. After the meeting, the alternatives will be shared on the project website with opportunities to leave additional public comments for each.

Task 2.4 Deliverables:

- Preliminary design alternatives (section drawings)
- Public presentation PPT & PDF
- Open house exhibit boards as PDFs
- Sign-in sheets, photos, and scanned public input forms/comments to be uploaded and shared with the City

PHASE 3: DESIGN DEVELOPMENT & COST ESTIMATES

Task 3.1 First Draft of Design Materials

Following the public presentation of preliminary design alternatives, DK&P will meet with the City to decide which of the alternatives to continue developing (no more than three). For each alternative, the Team will consider short-term improvements and long-term improvements. The following materials will be prepared as posters/boards, for each alternative:

- **One (1) digital Illustrative Plan per alternative** – Rendered as a lightly colored line drawing showing developed areas, public spaces, rights-of-way, striping, parking, and other features of the project at a suitable scale. The plan will serve as a tool to visually demonstrate the future improvement of the overall corridor. This will be a high resolution image that can be zoomed in to each block or intersection as needed.

- **Up to four (4) Street Sections, as necessary per alternative** – Rendered as line drawings, which show the typical composition of the street design along key points and demonstrate how much space is dedicated for each use of the right-of-way. The sections will address conditions from property line to property line, including building face to building face where applicable.
- **Up to three (3) Conceptual Renderings per alternative** – Color renderings depicting typical scenes along the corridor and significant design concepts. View angles will be selected in consultation with City staff. The renderings will be produced through a combination of hand-drawn and computer-generated techniques. Conceptual renderings will depict proposed improvements and can be used in presentations and for publicity purposes.
- **One (1) round of revisions per alternative** – City staff will review the above materials and provide comments to the Consultant for revisions prior to the public presentation.

Task 3.1 Deliverables:

- Participation in meeting to review public input and narrow the alternatives
- One (1) digital Illustrative Plan per alternative
- Up to four (4) Street Sections per alternative
- Up to three (3) Conceptual Renderings per alternative
- One (1) round of revisions to the deliverables above based on staff input

Task 3.2 First Draft Public Presentation / Open House

DK&P will present the draft designs for the selected alternatives to the public. In addition to the presentation, exhibit boards can be produced and placed around the room for people to examine the designs more closely. Draft designs will also be shared on the project website along with forms to submit public comments for each one.

Task 3.2 Deliverables:

- Public presentation PPT & PDF
- Open house exhibit boards as PDFs
- Sign-in sheets, photos, and scanned public input forms/comments to be uploaded and shared with the City

Task 3.3 Final Draft of Design Materials & Urban Design Palette

Following the public presentation of draft designs for the selected alternatives, DK&P will meet with the City to review public input and decide if there is a preferred alternative that will be carried forward and refined. If no consensus is reached, up to two (2) final alternatives, with their short-

term and long-term improvement options, will be revised and refined as needed, based on community and staff input.

In addition to updating all of the first draft materials for the final alternative(s), the DK&P Team will prepare a technical CAD plan of the street design and an urban design palette, with options for paving materials, street furnishings, and landscaping. The CAD plan and urban design palette will help inform the cost estimates for Task 3.4.

Task 3.3 Deliverables:

- Participation in meeting to review public input and select preferred alternative(s)
- One (1) digital Illustrative Plan per alternative
- Up to four (4) Street Sections per alternative
- Up to three (3) Conceptual Renderings per alternative
- Technical CAD plan per alternative
- Urban design palette per alternative

Task 3.4 Preliminary Cost Estimates

DK&P will work with a qualified engineering subconsultant and with City staff to develop preliminary costs estimates for both long-term and short-term improvements for the preferred design alternative(s). The technical CAD plan and urban design palette will act as the basis for the cost estimates. The DK&P Team will participate in up to two (2) meetings with City Staff to discuss the parameters and resulting preliminary estimates.

Task 3.4 Deliverables:

- Preliminary cost estimates per alternative
- Participation in up to two (2) meetings with City

Task 3.5 Final Presentations & Public Hearings

DK&P will participate in up to four (4) in-person final representations and/or public hearings, as needed. This could include presentations to the City Commission, the Landmarks Advisory Board, the Historic Preservation Board, the Parking Advisory Board, the Transportation Advisory Board, the Coral Gables Advisory Board on Disability Affairs, or others.

Task 3.5 Deliverables:

- Participation in up to four (4) final presentations and/or public hearings

ADDITIONAL SERVICES (OPTIONAL AND BILLED SEPARATELY)

If additional work is required outside of this scope, it will be discussed in the Kick-off Meeting from Phase I and billed as Additional Services. Task could include:

- **Additional public presentations and/or public hearings (\$1,800 per meeting):** A DK&P principal and/or project director will present and attend additional public meetings or hearings as arranged by the Client.
- **Additional Follow-up & Review Meetings (\$850 per meeting):** DK&P will meet with local stakeholders and staff at various meetings at the request of the Client. All meetings requested by the Client will be billed on an hourly basis including preparation time for information compilation and dissemination and presentations.
- **Additional Perspective Renderings (\$6,800 per rendering):** DK&P can produce additional color visualizations depicting typical street scenes and significant design concepts, choosing view angles in consultation with the City. These illustrations will be produced through a combination of hand-drawn and computer-generated techniques.
- **Fly-Through Video Animation (\$8,000):** DK&P can produce a fly-through video animation showing the preferred final design of the entire corridor, if requested. This video will include a combination of aerial/treetop and ground-level visuals that will give the viewer a better understanding of the proposed improvements. This video will be produced through various computer-generated techniques, including 3D modeling through SketchUp and Lumion.
- **Additional Revisions to Work Product (Hourly):** DK&P will provide one additional round of revisions to work products resulting from changes or constraints that arise after the final presentations, provided that requested changes are made in writing within 60 days.
- **Miscellaneous (Hourly),** DK&P will be available as needed on an hourly basis for additional items that may arise during this project. These may include additional presentations to neighboring community groups and to government officials, or for additional work items requested later by government authorities.

SCHEDULE

We understand that time is of the essence for the creation of a plan and once our agreement is executed and we are in receipt of our required retainer, we will mutually schedule the start of the work based upon our schedules.

DOVER, KOHL & PARTNERS
t o w n p l a n n i n g

Exhibit 2

A. PROFESSIONAL FEES

The Client shall compensate DK&P with the timely payment of fees for services rendered plus the reimbursement of reasonable expenses advanced either in conjunction with the Project or in the service of Client. As consideration for DK&P providing the services for Phases 1-3 as described in this Agreement:

Phase 1:	\$14,100
Phase 2:	\$46,200
Phase 3:	\$49,700

	\$110,000

DK&P will invoice Client on a monthly basis or at such other intervals that DK&P deems appropriate.

Hourly Rate Schedule. Where this Agreement provides for Client's payment to Consultant of compensation on an hourly basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly rate schedule:

Founding Principal (Victor Dover)	\$410
Project Director	\$180
Illustrator	\$160
Planner/Urban Designer	\$130
Interns	\$65
Clerical Staff	\$65

NOTE: Travel time is billed at 50% of the rates above.

Changes to the Scope of Work. Any change to the professional services described in this Agreement shall be authorized in writing unless documented by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and (3) Change the schedule, as appropriate.

Late Payments. All invoices are due upon receipt.

Reimbursable expenses are not included within the Professional Fees. While every project is different, DK&P suggests a budget of no less than \$2,500 be set aside as an approximation of

reimbursable expenses for this project; DK&P will seek authorization prior to exceeding this amount. Although DK&P will seek Client's authorization prior to incurring any extraordinary expenses, DK&P considers ordinary expenses to include the following:

- Reproduction expenses, such as printing, photocopying, photographing, photo-processing, filing, and computer storage supplies and materials;
- Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
- Any other limited miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for the Project or in the service of the Client.
- Expenses of any additional insurance limits or coverage, including professional liability insurance requested by the Client beyond present coverage.

B. MISCELLANEOUS PROVISIONS

- Confidentiality.** Dover-Kohl agrees that they shall treat all information received and produced under this Agreement, as absolutely confidential. Dover-Kohl shall not disclose this information to any other person or entity not directly affiliated with the parties, unless legally compelled to do so, and then, only upon timely prior notice to the Client, giving it sufficient time to contest any such disclosure. At such time as they are made public by the Client, or with prior written approval by the Client, Dover-Kohl may duplicate documents provided under this Agreement for its business purposes, including general promotional purposes. For any other purposes, Dover-Kohl shall obtain approval from the Client, such approval shall not be unreasonably withheld.
- Development Review.** If requested by the Client, Consultant may review for approval or other appropriate action the submittals of architects, consultants, and contractors, but only for the limited purpose of checking the consistency of the information provided with the project vision. Consultant shall not determine the accuracy and completeness of details, such as dimensions and quantities, or verify instructions for the installation or performance of equipment or systems designed by building architects, consultants, or contractors.
- Force Majeure.** If either party is unable to perform its obligations under this Agreement due to a natural disaster or any circumstances beyond reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- Hazardous Materials.** Consultant shall not have responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials on the Site, including such hazardous materials as radon gas, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- Limitations on Authority.** Images, plans, diagrams and other items produced by Consultant are for purposes of illustration only and do not represent a guarantee of any kind. Consultant shall not have control, nor decision-making authority, nor be responsible for construction means, methods, techniques, sequences, procedures, safety precautions, or other programs in connection with the Project. Such functions are the sole responsibility of licensed contractors and consultants, in accordance with their respective contracts with Client. Consultant shall not be

responsible for scheduling contractors or consultants, nor for their failure to perform their work in accordance with contract documents. Consultant shall not have control nor be responsible for acts, errors, or omissions of building architects, engineers, consultants, contractors, subcontractors, and their agents or employees, nor of any other persons working on the Project.

- f) **Other Consultants of Client.** Dover-Kohl shall be entitled to rely upon the accuracy and completeness of work products prepared for Client by consultants other than Dover-Kohl.
- g) **Ownership & Use of Documents.** Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:
 - 1. **Final Work Products.** Final work products produced during the course of the Project under this Agreement shall be delivered to and become property of the Client. Client shall have a right to retain, use, and reproduce final work products. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
 - 2. **Instruments of Service.** Dover-Kohl may use during the course of the Project certain proprietary documentation, including drawings, diagrams, maps, perspective renderings, other artworks, graphic aids, and various written materials. Subject to Client's rights hereunder, Dover-Kohl and Client are deemed the joint owners of this documentation and reserve all rights of ownership and legal protections, including copyright, which may be available under common law and statutory law.
 - 3. **Public Records.** The publication or distribution of documents to satisfy official regulatory requirements or Public Records Laws shall not be construed as an unauthorized use in contravention of the reserved rights of Dover-Kohl.
 - 4. **Reproductions.** Written and graphic documents shall be protected by copyright and not reproduced for the sale or use by third parties without the written permission of Client and Dover-Kohl. Subject to such reasonable limitations as may be required by Client's marketing program, all reproductions of final work products and instruments of service shall clearly display the credit: "Dover, Kohl & Partners, Town Planning." Consultant reserves the right to require the removal of this credit from appearing on final work products or instruments of service that have been modified without Dover-Kohl's prior written consent.
- h) **Site Access.** Dover-Kohl shall at all reasonable times have access to the Site, subject to the limitations that may exist due to current property ownership.
- i) **Suspension, Termination or Withdrawal.**
 - 1. **Suspension.** If Client fails to make timely payment to DK&P of fees or expenses, DK&P may suspend performance of services under this Agreement upon seven (7) days written notice. No further notice of a suspension shall be required, unless DK&P receives full payment within seven (7) days of delivering to Client such written notice. DK&P shall have no liability to Client for any delay or damage caused by a suspension of services due to untimely payment by Client. Client shall incur all fees and costs associated with any delay or suspension of services not the fault of Consultant, including but not limited to any costs associated with changing travel dates.
 - 2. **Termination.** Client or DK&P may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall reasonably compensate DK&P for services performed and reimburse expenses reasonably incurred up to the date of termination.

3. **Withdrawal.** If DK&P reasonably concludes that Client is not implementing the design intent of the Plan, DK&P shall at the earliest reasonable opportunity notify Client in writing and explain the basis for this conclusion. If Client is unable to resolve the concerns of DK&P within a reasonable period of time, then DK&P may remove its name from the Project and prohibit Client from using the name of DK&P in connection with the design or any presentation, advertisement, or promotional material associated with the Project. Upon withdrawal, Client shall compensate DK&P for services performed and reimburse expenses reasonably incurred up to the date of withdrawal. Should some other unforeseen condition arise that would cause the need for the DK&P to withdraw from the project, DK&P shall work with Client to resolve the conflict or to coordinate a withdrawal process to stop the work or transition the work to others.