



RESOLUTION # 2024-35

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING THE RATIFICATION OF THE ENGAGEMENT AGREEMENT BETWEEN A.M.I. ENGINEERING AND THE CITY OF WEST MIAMI, FLORIDA FOR CITY ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to continue the services of A.M.I. Engineering as City Engineer; and

WHEREAS, the City Commission ratified the engagement of A.M.I. Engineering as City Engineer at the City Commission meeting held on May 1st, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of West Miami as follows:

Section 1. The foregoing "whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption thereof.

Section 2. That the Engagement Agreement between A.M.I. Engineering and the City of West Miami, attached hereto as Exhibit "A" (the "Agreement") is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. This Resolution shall become effective upon its adoption by the City Commission.

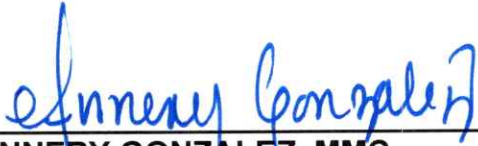
PASSED AND ADOPTED this 1st day of May, 2024.

APPROVED:



ERIC DIAZ-PADRON, MAYOR

ATTEST:



**ANNERY GONZALEZ, MMC
CITY CLERK**

APPROVED AS TO FORM AND SUFFICIENCY:



JOSE A. VILLALOBOS, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by Commissioner Blanes, who moved its adoption. The motion was seconded by Vice-Mayor Milian Orbis. The vote was as follows:

MAYOR ERIC DIAZ-PADRON	<u>Y</u>
VICE-MAYOR NATALIE MILIAN ORBIS	<u>Y</u>
COMMISSIONER JUAN M. BLANES	<u>Y</u>
COMMISSIONER IVAN CHAVEZ, JR.	<u>ABSENT</u>
COMMISSIONER LUCIANO SUAREZ	<u>Y</u>



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 1ST day of MAY, 2024 by and between the CITY OF WEST MIAMI, a political subdivision of the State of Florida and AMI CONSULTING authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT".

In consideration of the premises and the mutual covenants contained in this agreement, the CITY OF WEST MIAMI, through its City Manager, agrees to employ the CONSULTANT for a period ending on April 30, 2025, with optional one year extension and the CONSULTANT agrees to be available, continuing basis, to perform professional services.

1.0 General Provisions

1.1 The CONSULTANT may be awarded work and issued a Notice to Proceed to provide professional services for a project, for a portion of a project, or for discrete tasks on a project. Additional Professional Services, for the purpose of reviewing work performed by other professional consultants or for other miscellaneous engineering services that may be required.

1.2 A Notice to Proceed will be issued on an as needed basis at the sole discretion of the City Manager, or his designee, hereinafter referred to as "CITY". This Agreement does not confer on the CONSULTANT any exclusive rights to perform work on behalf of the City of West Miami, nor does it obligate the City of West Miami in any manner to guarantee work for the CONSULTANT. The CONSULTANT may submit proposals for any professional services for which proposals may be publicly solicited by the City of West Miami outside of this agreement.

1.3 The CITY will confer with the CONSULTANT before any Notice to Proceed is issued to discuss the scope of the work; the time needed to complete the WORK and the fee for the services to be rendered in connection with the WORK.

1.4 The CONSULTANT will submit a proposal upon the CITY'S request prior to the issuance of a Notice to Proceed. No payment will be made for the CONSULTANT'S time and services in connection with the preparation of any proposal.

1.5 The CITY agrees that it will furnish to the CONSULTANT plans and other data available in the CITY files pertaining to the WORK to be performed under this agreement promptly after each Notice to Proceed.

1.6 The CONSULTANT agrees to produce and distribute minutes, promptly after each meeting at which the CONSULTANT'S presence is required.

1.7 The CITY may designate a representative who, on behalf of the City Manager shall examine the documents submitted by the CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services. The CONSULTANT shall keep the CITY'S representative advised on the project status at all times.

1.8 The CITY agrees to issue all directives and approval in writing.

2.0 Scope of Professional Services

2.1 City Engineer

CONSULTANT will provide Professional Engineering Services to support and represent the City of West Miami Public Works Department in the capacity of the City Engineer. The City Engineer role includes, but is not limited to:

- Attending inter-jurisdictional meetings with Public Works Staff
- Reviewing and Providing comments on Public Works Permit Applications
- Generally assisting the Public Works Department with the City's Capital Improvement Projects
- Reporting to the City Commission on ongoing and future projects
- Provide ongoing Engineering Support for maintenance of the City's NPDES permit
- Provide ongoing Engineering Support to the City's Water and Sewer Utility for compliance with MDC-DERM's requirements, Federal Consent Decree, and Capacity Management

Specific General Engineering projects will be approved on a Work Order basis under the On-Call General Services further described in this section.

City of West Miami shall pay a retainer of \$4,583.33 every month for these services, for a total amount of \$55,000.00 per year.

2.2 On Call General Services

The professional services to be provided by the consultant may be one or more of the following, and include but not limited to:

- A. **Roadway Engineering** to include streets, sidewalk, curb, gutter, drainage, associated traffic control devices, stripping, lighting, irrigation, speed reduction devices and residential landscaping.
- B. **Drainage Design** includes the necessary analysis needed to implement proposed drainage improvements, preparation of paving and drainage plan for municipal building and facilities.
- C. **Civil Engineering**, to include Distribution Systems Improvement / Analysis and design and Sanitary Sewer System Evaluation and design.
- D. **Environmental Engineering**, including, site investigation and design needed to prepare remediation plans to mitigate underground storage tanks, hazardous waste materials and asbestos materials.
- E. **Traffic Engineering Services** will include daily volume counts, data analysis, preparation of conceptual improvements plan, present reports and recommendations to stakeholders and preparation of final traffic engineering report.

Other incidental services associated to the above items as well as Geotechnical Investigation, Surveying, Architecture, and Landscape Architecture may also be included. Said services would be provided by the CONSULTANT if qualified to perform said service or a by a qualified, licensed, and insured Sub-Consultant. If a Sub-Consultant is utilized, said Sub-Consultant shall be approved by the CITY prior to issuance of any work order.

2.3 Design & Construction Administration - Basic Services

The Basic Services, for design and construction, consist of six (6) phases described in Paragraph 2.3.1 through 2.3.6. The scope outlined below is applicable in its entirety to projects for which completed Basic Services are authorized.

Upon authorization to proceed from the CITY, the CONSULTANT agrees to provide complete professional services for any portion or all of the six Phases outlined below applicable to its profession. The CONSULTANT agrees to co-ordinate its effort with that of any other providers of professional services to assure a coordinated and complete WORK. In a multi-professionally consulted project, the lead CONSULTANT, as designated by the CITY, shall prepare the final bid package including bid documents and specifications, which shall be prepared by, and be the responsibility of the respective disciplines.

2.3.1 Phase I-Preliminary and Schematic Design:

- A. The CONSULTANT shall confer with representatives of the CITY and the end user to determine the full scope of the Project that will meet the program requirements, and shall advise the CITY if, in the CONSULTANT'S opinion, the allocated funds are adequate to accomplish the program requirements, as defined by an individual purchase order for the specific work to be performed.
- B. The CONSULTANT shall use proper and adequate design control to assure the CITY that the program requirements will be met.
- C. The CONSULTANT shall prepare a Design Concept and Schematic Report, comprising of the Project Timetable (Master Schedule), Planning Summary (unless advised otherwise), Schematic Design Studies (unless advised otherwise) as defined below, and the Statement of Probable Construction Cost.
- D. The Proposed Project Timetable shall consist of a schedule showing the proposed completion date on each Phase of the Project through design, bidding, construction, and proposed date of completion.
- E. The Planning Summary (unless advised otherwise) shall consist of a vicinity plan and blow-up of the Site (if applicable) showing Project orientation, and a brief summary of all pertinent planning criteria used for the Project.
- F. The Schematic Design Studies (unless advised otherwise) shall consist of all plans, elevations, sections, etc. as required to show the scale and relationship of the parts and the design concept of the whole. A simple perspective sketch, rendering, model or photograph thereof may be provided to further show the design concept.
- G. The CONSULTANT shall present the Schematic design studies to the appropriate commission, committee, agency or board (hereinafter collectively referred to as "Boards") for their approval when the project requires such approval.
- H. The CONSULTANT shall present the schematic design studies to all the appropriate utility companies (such as FPL, Southern Bell, Dynamic Cable, MDWASA, etc.) for any conflict with their utilities.

- I. The Statement of Probable Construction Cost shall include estimated cost of the Project including fixed equipment, professional fees, contingencies (if any), escalation factors adjusted to the estimated bid date, movable estimate (if any), and utility service extensions (if applicable). The CONSULTANT'S opinions of probable Total Project Costs and Construction Cost are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional, familiar with the local construction industry and prices.
- J. The CONSULTANT shall submit and present two (2) copies of all documents and electronic copies required under this Phase, without additional charge, for approval by the CITY and it shall not proceed with the next Phase until directed by the CITY in writing.

2.3.2 Phase II – Study and Design Development:

- A. From the approved Schematic Design documents, the CONSULTANT shall prepare Design Development Documents, comprising the drawings, outline specifications and other documents to fix and describe the size and character of the entire Project as to construction and finish materials and other items incidental thereto as may be appropriate and applicable.
- B. The Design Development Documents shall comprise the Proposed Project Timetable (updated), Outline Specifications, Updated Statement of Probable Construction Cost, and Design Development Drawings, etc., as required to clearly delineate the Project. If the Updated Statement of Probable Construction Cost exceeds the allocated funds, feasible cost or scope reduction options shall be included.
- C. The CONSULTANT shall submit and present two (2) sets of all documents required under this Phase, without additional charge electronic copies, for approval by the CITY and not proceed with the next Phase until directed by the CITY in writing.
- D. The CONSULTANT shall at all times monitor the Probable Construction Costs to make certain they remain within the total allocated budget. A Notice to Proceed to Phase III will not be issued if the latest statement of Probable Construction Cost exceeds the total allocated funds.

2.3.3 Phase III – Final Design / Construction Documents Development:

- A. From the approved Design Development Documents, the CONSULTANT shall prepare Final Construction Documents setting forth in detail the requirements for the construction of the Project including the Proposal (Bid) Form and other necessary information for bidders, Conditions of the Contract, and Complete Drawings and Specifications. CONSULTANT shall use Construction Specifications Institute (CSI) Standards and the City of West Miami Standard forms for the preparation of the proposal (bid) forms, Instructions to Bidders, conditions of Contract and Specifications. The CONSULTANT shall review all existing City Specifications, for completeness prior to use and shall supply all needed additional specifications. The final draft of the construction documents shall meet the requirements of and be approved by the City Attorney.
- B. The Construction Documents shall be prepared in a manner that will assure clarity of line work, notes, and dimensions when the documents are reduced to 50% of their size. All drawings shall be on 24" x 36" paper ("D" size), on the City's standard sheet format, unless approved otherwise.

- C. All construction documents shall be submitted in both "hard copy" and electronic media in a mutually agreed upon electronic format, but generally as follows:
1. Non-drawing submittals in Microsoft Office Word format.
 2. Drawings in AutoCAD format.
 3. GIS files should be in ArcView format Version 3.2.
- D. When the development of the drawings has progressed to at least 50% completion in Phase III, the CONSULTANT shall submit two (2) copies to the CITY for approval, without additional charge, along with updated outline specifications. The CONSULTANT shall also submit at this time an updated Statement of Probable Construction cost as indicated by time factor, changes in requirements, or general market conditions and an updated Project Schedule.
- E. The CONSULTANT shall not proceed with the further development until approval of the documents is received from the CITY in writing. The CONSULTANT shall make all changes to documents required by the CITY before proceeding further. A set of the revised documents shall be returned to the CITY after incorporating all of the changes, if any.
- F. A Notice to Proceed for the completion of Phase III will not be issued if the latest Statement of Probable Construction Cost exceeds the total allocated funds, unless the CITY increases the total allocated funds or the CONSULTANT and the CITY agrees on methods of cost reductions sufficient to enable construction within the project budget.
- G. Upon 100% completion of the Construction Documents, the CONSULTANT shall submit to the CITY a final, updated Statement of Probable Construction Cost along with two (2) copies each of the final draft of all drawings, specifications, reports, programs, etc., without additional charge, for a final review and comments or approvals.
- H. The CONSULTANT shall make all the necessary presentations to the appropriate CITY Boards which would be normally required of any construction project (such as Commission, Planning and Zoning Board, etc.) for the final approval and to an outside independent engineer if so desired by the City.
- I. The CONSULTANT at no extra cost to the CITY shall make the required changes or additions and resolve questions resulting from Board review (see paragraph H) if the changes or additions do not alter the scope of the project as determined under paragraph 2.2.1 A. The 100% complete final Construction Documents shall be returned to the CITY for final approval. Upon final approval by the CITY the CONSULTANT shall furnish to the CITY a PDF set of drawings and specifications, without additional charge to the City for bidding purposes, unless instructed otherwise.
- J. The CONSULTANT shall arrange for "dry runs" and/or make final submissions to appropriate authorities (regulatory agencies to include and not limited to City, County, State or Federal) as necessary, to ascertain that the Construction Documents meet the necessary requirements to obtain all the necessary permits for construction. CONSULTANT shall respond to all technical questions from regulatory agencies.

CONSULTANT shall modify, at no additional cost to CITY, in order to acquire the necessary permits.

2.3.4 Phase IV - Bidding and Negotiation Phase:

- A. Upon obtaining all necessary approvals of the Construction Documents, and approval by the CITY of the latest Statement of Probable Construction Cost, the CONSULTANT shall furnish the drawings and specifications as indicated above for bidding, and assist the CITY in obtaining bids as well as awarding and preparing construction contracts. The CONSULTANT shall attend all pre-bid conferences. The CONSULTANT shall be present during the bid opening and as part of its assistance to the CITY will tally, evaluate and issue a recommendation to the CITY after verifying bond, insurance documents, questionnaire and reference submitted by the constructor.
- B. The CONSULTANT shall issue Addenda to the Construction Documents through the CITY as appropriate to clarify, correct or change Bid Documents.
- C. If Pre-Qualification of bidders is required as set forth in the Request for Qualification, CONSULTANT shall assist City in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders.
- D. If the lowest responsible Base Bid received exceeds the Total Allocated Funds the CITY may:
 - 1. approve the increase in Project Cost and award a construction contract or,
 - 2. reject all bids and rebid the Project within a reasonable time with no change in the Project, or
 - 3. direct the CONSULTANT to revise the Project scope or quality, or both, as approved by the CITY and rebid the Project, or
 - 4. suspend or abandon the Project, or
 - 5. exercise all options under the City Charter and State Law.

NOTE: Under item (2) and (3) above, the CONSULTANT shall, without additional compensation, assist the CITY in obtaining re-bids, and awarding the re-bid of the project. Under item (3) above, the CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Total Allocated Funds when the lowest responsible bid is over 15% of the CONSULTANT estimate. All construction contracts must be approved by the City Commission after the City awards the contract for commission approval.

- E. For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT will be considered complete upon signing of an Agreement with a Contractor. Rejection of bids by the CITY does not constitute cancellation of the project.

2.3.5 Phase V – General Administration of the Construction Contract:

- A. The Construction Phase will begin with the City Commission approval of the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved and paid by the CITY.
- B. The CONSULTANT, as the representative of the CITY during the Construction Phase, shall advise and consult with the CITY and shall have authority to act on behalf of the CITY

to the extent provided in the General Conditions and as modified in the Supplementary Conditions of the Construction Contract.

- C. The CONSULTANT shall attend pre-construction meetings.
- D. The CONSULTANT shall at all times have access to the project wherever it is in preparation or progress.
- E. The CONSULTANT shall visit the site at least weekly and at all key construction events to ascertain the progress of the Project and to determine in general if the WORK is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the CONSULTANT will use reasonable and customary care to guard the CITY against defects and deficiencies in the WORK. The CONSULTANT may be required to provide continuous daily on-site observations to check the quality or quantity of the WORK as set forth in this Agreement and defined by the Scope of WORK issued for the individual project. On the basis of the on-site observations, the CONSULTANT will advise the CITY as to the progress of and any observed defects and deficiencies in the WORK immediately in writing.
- F. The CONSULTANT shall furnish the CITY with a written report of all observations of the WORK made by him during each visit to the WORK. He shall also note the general status and progress of the WORK, and shall submit same in a timely manner. The CONSULTANT shall ascertain at least monthly that the Contractor is making timely, accurate, and complete notations on record drawings.
- G. Based on observations at the site and on the Contractor's Payment Certificate, the CONSULTANT shall determine the amount due the Contractor on account and he shall recommend approval of the Certificate in such amounts. The recommendation of approval of a Payment Certificate shall constitute a representation by the CONSULTANT to the CITY that, the CONSULTANT certifies to the CITY that the WORK has progressed to the point indicated, and the quality of the WORK is in accordance with the Contract Documents subject to:
 - 1. an evaluation of the WORK for conformance with the Contract Documents upon substantial completion.
 - 2. the results of any subsequent tests required by the Contract Documents.
 - 3. minor deviations from the Contract Documents correctable prior to completion and acceptance of the project.
- H. The CONSULTANT shall have an affirmative duty to recommend rejection of WORK, which does not conform to the Contract Documents. Whenever, in its reasonable opinion, the CONSULTANT considers it necessary or advisable to insure compliance with the Contract Documents, it will have authority (with the City's prior approval) to recommend special inspections or testing of any WORK deemed not to be in accordance with the Contract Documents whether or not such WORK has been fabricated and delivered to the Project, or installed and completed.
- I. The CONSULTANT shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. Changes or substitutions to the Contract Documents shall not be authorized without concurrence with the CITY.

- J. The CONSULTANT shall review and recommend action on proposed Change Orders initiated by others, and initiate proposed change orders as required by its own observations or the requirement of the CITY.
- K. The CONSULTANT shall examine the WORK upon receipt of the Contractor's Certificate of Substantial Completion of the Project. A Punch List of any defects and discrepancies in the WORK required to be corrected by the Contractor shall be prepared by the CONSULTANT in conjunction with representatives of the CITY and satisfactory performance obtained before the CONSULTANT recommends execution of Certificate of Final Acceptance and final payment to the Contractor. He shall obtain from the Contractor all warranties, guarantees, operating and maintenance manuals for equipment, releases of lien and such other documents and certificates as may be required by applicable codes, laws, policy regulations, the specifications and the other Contract Documents and deliver them to the CITY.
- L. The CONSULTANT shall provide assistance in obtaining Contractor's compliance with the Contract Documents relative to, 1) initial instruction of CITY personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems, and, 3) final clean-up of the project.
- M. The CONSULTANT shall provide the contractor with three sets of drawings labeled "Construction Plans" for permit from Public Works.

2.3.6 Phase VI - Post Construction Administration

- A. The CONSULTANT shall prepare and provide the CITY with a written manual, to be used by the CITY, outlining the implementation plan of all the required maintenance necessary to keep the proposed WORK operational in a safe and effective manner.
- B. The CONSULTANT shall furnish to the CITY, reproducible record (as-built) drawings updated based on information furnished by the Contractor; such drawings shall become the property of the CITY.
- C. The CONSULTANT shall assist in the inspection of the WORK one month before the expiration of any guarantee period or the sixth month whichever is earlier and report any defective WORK in the Project under terms of the guarantee/warranties for correction. The CONSULTANT shall assist the CITY with the administration of guarantee/warranties for correction of defective WORK that may be discovered during the said period.
- D. The CONSULTANT shall furnish the City with a 3-ring binder labeled "Close-out Documents" that will include, as a minimum, a copy of:
 - Certificates of completion
 - As-Builts (1/2 size)
 - Test Results
 - Daily construction inspection reports
 - Progress meeting minutes
 - Approved shop drawings

- Warranty manuals as applicable
- Final release of liens
- Final payment to contractor.

2.4 Additional Professional Services

Additional Services as listed below are normally considered to be beyond the scope of the Basic Services for design and construction, as defined in this Agreement, but which are additional services which may be authorized within the Scope of Work given the CONSULTANT.

- A. Special analysis of the CITY'S needs, and special programming requirements for a project.
- B. Financial feasibility, life cycle costing or other special studies.
- C. Planning surveys, site evaluations, or comparative studies of prospective sites.
- D. Design services relative to future facilities, systems and equipment, which are not intended to be constructed as part of a specific Project.
- E. Services to investigate existing conditions (excluding utilities) or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the CITY.
- F. Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment and labor required for a Project.
- G. Consultation concerning replacement of any WORK damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Basic Services as may be required relative to replacement of such WORK, providing the cause is found by the CITY to be other than by fault of the CONSULTANT.
- H. Professional services made necessary by the default of the Contractor or by major defects in the WORK under the Construction Contract, providing the cause is found by the CITY to be other than by fault of the CONSULTANT.
- I. Making major revisions changing the Scope of a project, to drawings and specifications when such revisions are inconsistent with written approvals or instruction previously given by the CITY and are due to causes beyond the control of the CONSULTANT. (Major revisions are defined as those changing the Scope and arrangement of spaces and/or scheme or any portion).
- J. The services of one or more full-time Project Representatives.
- K. Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding in connection with a Project.
- L. Professional services required after approval by the CITY or the Contractor's Requisition for Final Payment, except as otherwise required under Basic Services.
- M. Preparing supporting data, drawings, and specifications as may be required for Change Orders affecting the scope of a Project provided the Changes are due to causes found by the CITY

to be beyond the control of the CONSULTANT.

3.0 Time for Completion

The services to be rendered by the CONSULTANT for any WORK shall be commenced upon written Notice to Proceed from the CITY subsequent to the execution of this Agreement and shall be completed within the time based on reasonable determination, stated in the said Notice to Proceed.

A reasonable extension of time will be granted in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement, change of scope of work or should any other events beyond the control of the CONSULTANT render performance of his duties impossible.

4.0 Work Order

On Call Services will be authorized through work orders based upon the hourly rates shown below in Item 5.0 Basis of Compensation.

5.0 Basis of Compensation

The CONSULTANT agrees to negotiate a "not to exceed" fee or a fixed sum fee for each of the WORK assigned to him based on the Scope of such WORK. Upon agreement of a fee, the CITY will issue a written authorization to proceed to the CONSULTANT. In case of emergency, the CITY reserves the right to issue oral authorization to the CONSULTANT, with the understanding that written confirmation will follow immediately thereafter as possible. For reproduction of plans and specifications, beyond the requirements as identified under this agreement the CITY will pay the direct costs.

The fees for Professional Services for each Project shall be determined by one of the following methods or a combination thereof, as mutually agreed upon by the CITY and the CONSULTANT.

A fixed sum: The fee for a task or a scope of work may be a fixed sum as mutually agreed upon by the CITY and the CONSULTANT:

Hourly rate fee: The CITY agrees to pay, and the CONSULTANT agrees to accept, for the services rendered pursuant to this Agreement, fees in accordance with the following:

<u>Category</u>	<u>Hourly Rate</u>
Principal	\$235.00
Project Manager	\$160.00
Senior Engineer	\$130.00
Engineer	\$115.00
Construction Manager	\$140.00
Construction Inspection	\$100.00
Senior Draftsman/Technical/CADD Operator	\$90.00
Draftsmen	\$70.00
Data Processing / Clerical	\$50.00

Hourly rates will include all wages, benefits, overhead and profit.

6.0 Payment and Partial Payments

The CITY will make monthly payments or partial payments to the CONSULTANT for all authorized WORK performed during the previous calendar month.

The CONSULTANT shall submit an original invoice to the City's project representative for each payment certifying the percentage of the WORK completed by the CONSULTANT.

The amount of the invoices submitted shall be the amount due for all WORK performed to date, as certified by the CONSULTANT.

The request for payment shall include the following information:

- Project Name and CONSULTANT's Name.
- Total Contract amount (CONSULTANT's lump sum negotiated), if applicable.
- Percent of work completed.
- Amount earned.
- Amount previously billed.
- Due this invoice.
- Balance remaining.
- Summary of work done this billing period.
- Invoice number and date.
- CONSULTANT's W-9

Upon request by the CITY the CONSULTANT shall provide the CITY with certified payroll data for the WORK reflecting salaries and hourly rates.

7.0 Right of Decisions

All services shall be performed by the CONSULTANT to the satisfaction of the CITY's representative, who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services, and the character, quality, amount and value and the representative's decisions upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties unless such determination is clearly arbitrary or unreasonable. In the event that the CONSULTANT does not concur in the judgment of the representative as to any decisions made by him, he shall present his written objections to the City Manager and shall abide by the decision of the City Manager. Nothing in this section shall mean to deny the right to arbitrate, by either party, in accordance with the appropriate Arbitration Rules of the American Arbitration Association.

8.0 Ownership of Documents

All reports and reproducible plans, and other data developed by the CONSULTANT for the purpose of this Agreement shall become the property of the CITY without restriction or limitation in connection with the owner's use and occupancy of the project. Reuse of these documents without written agreement from the CONSULTANT shall be the CITY'S sole risk and without liability and legal exposure to the CONSULTANT.

When each individual section of the WORK under this Agreement is complete all of the above applicable data shall be delivered to the CITY.

9.0 Court Appearances, Conferences and Hearings

Nothing in this contract shall obligate the CONSULTANT to prepare for or appear in litigation on behalf of the CITY without additional compensation except for any dispute arising out of this contract unless the CONSULTANT or its employee is subpoenaed to testify as a fact witness. The amount of such compensation for expert preparation and testimony or consultation shall be mutually agreed upon and be subject to a supplemental agreement approved by the City Commissioners and upon receipt of written authorization from the CITY prior to performance of a court appearance and conference.

The CONSULTANT shall confer with the CITY at any time during construction of the improvement contemplated as to interpretation of plans, correction of errors and omissions and preparation of any necessary plan thereof to correct such errors and omissions or clarify without added compensation.

10.0 Notices

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when received by the CITY. Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered when received by the CONSULTANT or its authorized representative.

11.0 Audit Rights

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the execution of the WORK and for a period of one year after final payment is made. This provision is applicable only to projects that are on a time and cost basis.

11.0 Subletting

The CONSULTANT shall not sublet, assign, or transfer any WORK under this Agreement without the prior written consent of the CITY.

12.0 Warranty

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability.

13.0 Termination of Agreement

- Either party may terminate this Agreement without cause upon 30 days written notice to the other party.
- Upon notice of such termination, the City shall determine the amounts due to the CONSULTANT for services performed up to the date of termination. The CONSULTANT shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- After receipt of a notice of termination, and except as otherwise directed, the CONSULTANT shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.
- The CITY may terminate this Agreement upon five (5) days written notice if the CONSULTANT defaults on any material term of this Agreement.

Upon termination, the City shall be entitled to a refund of any monies paid for any period of time subsequent to date of termination for which no work was performed.

14.0 Duration of AGREEMENT

This AGREEMENT is for a time period of two (2) years, commencing upon approval and execution of AGREEMENT and ratification by the City Commission. This AGREEMENT shall remain in force until the actual completion of performance of a given project awarded to the CONSULTANT, or unless otherwise terminated by the CITY.

15.0 Renewal Option

This AGREEMENT may be renewed, at the sole discretion of the CITY.

16.0 Default

In the event either party fails to comply with the provisions of this Agreement, the aggrieved party may declare the other party in default and notify him in writing. In such event, the CONSULTANT will only be compensated for any completed professional services. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the CITY within ten (10) days after notice that said sums are due. In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party shall bear its own costs and legal fees.

17.0 Insurance and Indemnification

The CONSULTANT shall not commence WORK on this Agreement until it has obtained all insurance required by the CITY. The CONSULTANT shall indemnify and save the CITY harmless from any and all damages, claims, liability, losses and causes of actions of any kind or nature arising out of a negligent error, omission, or act of the CONSULTANT, its agents, representatives, employees, sub-consultants, sub-contractors or assigns, incident to or arising out of or resulting from the performance of the CONSULTANT'S professional services under this Agreement. The CONSULTANT shall pay all such claims and losses of any kind or nature whatsoever, in connection therewith, including the CITY'S attorney's fees and expenses in the defense of any action in law or equity brought against the CITY arising from the negligent error, omission, or act of the CONSULTANT, its agents, representatives, employees, sub-consultants, sub-contractors, or assigns, incident to, arising out of or resulting from the performance of the CONSULTANT'S professional services under this Agreement.

The CONSULTANT agrees and recognizes that the CITY shall not be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the CONSULTANT, its agents, representatives, employees, sub-consultants, sub-contractors, or assigns. In reviewing, approving or rejecting any submissions or acts of the CONSULTANT, the CITY in no way assumes or shares responsibility or liability of the CONSULTANTS, or it's Sub-consultants, their employees, agents or assigns.

The CONSULTANT shall maintain during the term of this Agreement the insurance as set forth in "**Attachment A, Insurance and Indemnification**" to this Agreement.

18.0 Not Used

19.0 Codes, Ordinances and Laws

The CONSULTANT agrees to abide and be governed by all duly promulgated and published municipal, county, state and federal codes, ordinances, rules, regulations and laws in effect at the time of design which have a direct bearing on the WORK involved on this project. The CONSULTANT is required to complete and sign all affidavits, including Public Entity Crimes Affidavit form (attached) pursuant to FS 287.133(3) (a),

as required by the Request for Qualifications applicable to this Agreement.

20.0 Taxes

CONSULTANT shall be responsible for all payments of federal, state, and/or local taxes related to the Operations, inclusive of sales tax if applicable.

21.0 Not Used

22.0 Independent Contractor

CONSULTANT is an independent entity under this Agreement and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties.

23.0 Duties and Responsibilities

CONSULTANT agrees to provide its services during the term of this Agreement in accordance with all applicable laws, rules, regulations, and health and safety standards of the federal, state, and City, which may be applicable to the service being provided.

24.0 Licenses and Certifications

CONSULTANT shall secure all necessary business and professional licenses at its sole expense prior to executing the Agreement.

25.0 Entirety of Agreement

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, and approved by the City Commissioner if required by municipal ordinance or charter.

26.0 Jury Trial

CITY and CONSULTANT knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

27.0 Validity of Executed Copies

This agreement may be executed in several counterparts, each of which may be construed as an original.

28.0 Rules of Interpretation

Throughout this agreement the male pronoun may be substituted for female and neuter and the singular words substituted for plural and plural words substituted for singular wherever applicable.

29.0 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30.0 Non-Waiver

CITY and CONSULTANT agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement. No waiver of this Agreement, in whole or part, including the provisions of

this paragraph, may be implied by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this agreement. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

31.0 No Discrimination

No Action shall be taken by the CONSULTANT which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, ethnicity, sexual orientation or disability. The CONSULTANT shall comply with the Americans with Disabilities Act.

32.0 Equal Employment

In accordance with Federal, State, and Local law, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, ethnicity, sex, sexual orientation, national origin or disability. The CONSULTANT shall comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

33.0 Governing Laws

This Agreement and the performance of services hereunder will be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Miami-Dade County, Florida.

34.0 Effective Date

This Agreement shall not become effective and binding until it has been executed by both parties hereto and the effective date shall be the date of its execution by the last party so executing it.

35.0 Third Party Beneficiary

It is specifically understood and agreed that no other person or entity shall be a third party beneficiary hereunder, and that none of provisions of this Agreement shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.

36.0 Further Assurances

The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of the Agreement.

37.0 Time of Essence

Time is of the essence of this Agreement.

38.0 Interpretation

This Agreement shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.

39.0 Force Majeure

Neither party hereto shall be in default of its failure to perform its obligations under this Agreement if caused by acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements that could not be reasonably anticipated and the effects avoided or mitigated. Each party shall notify the other of any such occurrence.

40.0 Florida Personal Professional Negligence Statement

Pursuant to Chapter 558.0035, Fla. Stat., this Agreement does not create and shall not be deemed to create

or permit any personal liability or obligation on the part of any owner, shareholder, officer, director, employee, agent or representative of either party. Each party agrees that any claim arising under or related to the Project shall be made only against the corporate legal entity of CONSULTANT or CLIENT

41.0 Notices

Whenever notice shall be required or permitted herein, it shall be delivered by hand delivery, e-mail, facsimile transmission or certified mail, with return receipt requested and shall be deemed delivered on the date shown on the delivery confirmation or if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

To CITY: City Manager, Edward Silva
901 SW 62nd. Avenue.
Miami, FL 33144
Fax: (305)261-9914
E-mail: esilva@cityofwestmiami.org

With copies by U.S. mail to: City Attorney, Jose A. Villalobos
901 SW 62nd. Avenue.
Miami, FL 33144
Fax: (305)261-9914
E-mail: josevillalobos@cityofwestmiami.org

To CONSULTANT: City Engineer, Francisco Alonso, PE
Building Official
AMI Consulting, Inc.
12850 N Calusa Club Dr.
Miami, FL 33186
E-mail: francisco.alonso@gmail.com

IN WITNESS WHEREOF, this Agreement is accepted on the date first above written subject to the terms and conditions set forth herein.

WITNESSES

AMI Consulting

Signature:

Name:

Francisco J. Alonso, PE

Title:

President

AUTHENTICATION:

OWNER: CITY OF WEST MIAMI

Signature:

Annery Gonzalez, City Clerk

Signature:

Edward Silva, City Manager

Read and Approved as to Form
Language, Legality and Execution

Jose A. Villalobos, City Attorney

Attachment A
Insurance and Indemnification