

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of September 13, 2016, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") having an address at 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161, and **THE CORRADINO GROUP, INC.**, a Kentucky corporation (the "Consultant") having an address at 4055 N.W. 97<sup>th</sup> Avenue, Suite 200, Miami, Florida 33178.

## RECITALS

1. The CRA desires to engage the Consultant for provision of the services as set forth in the Scope of Work (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **General Intent.** The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Consultant to the CRA of professional services for the West Dixie Highway Green Trail Project – Conceptual Phase as set forth in that certain proposal dated June 28, 2016 attached hereto as Exhibit "A" and by this reference made a part hereof (the "Proposal"). The parties acknowledge and agree that the Proposal contains certain terms and conditions that are incorporated into this Agreement; provided, however in the event there is any conflict between the terms and conditions of this Agreement and the Proposal, the terms and conditions of this Agreement shall control. The parties further acknowledge and agree that the Proposal contains proposal from LandscapeDE, Florida limited liability company (the "Subconsultant"). Consultant shall be responsible to the CRA for all acts and omissions of Subconsultant to the same extent that Consultant is responsible to the CRA under this Agreement. Without limiting the foregoing and in the context thereof, all references herein to the Consultant shall also mean and refer to the Subconsultant as the context shall dictate. The proposal contains a Scope of Work for both Consultant and Subconsultant, which for purpose of this Agreement shall mean and be referred to as the "Scope of Work" for purposes of this Agreement.

## 2. **Services and Responsibilities**

2.1 Consultant hereby agrees to perform the services described and for the fee set forth in the Proposal. The Consultant shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Scope of Work shall generally be performed at the direction of the CRA and completed with time frames as agreed upon by the parties from time to time

2.2 Consultant hereby represents and warrants to the CRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement and (b) all necessary licenses required by the State of Florida, Miami-Dade County and the City of North Miami to perform the Scope of Work. The Consultant agrees that all design documents prepared

or furnished shall comply with all applicable laws, statutes, codes, rules and regulations including but not limited to, the Florida Building Code and all design requirements established by the Florida Accessibility Code and the Americans with Disabilities Act (ADA).

2.3 Any designs, drawings, or specifications prepared or furnished by the Consultant that fail to meet the requirements of Section 2.2, or otherwise are defective or contain errors, conflicts or omissions, will be promptly corrected by the Consultant at no cost to CRA. The Consultant will promptly reimburse CRA for any and all damages, including fines and incidental damages, without limitation, resulting from the use of such defective designs, drawings, or specifications; provided, however, Consultant shall not be responsible for consequential damages. CRA's approval, acceptance, use of, or payment for all or any part of the Scope of Work shall in no way alter the Consultant's obligations with respect to the design of the project or CRA's rights hereunder.

2.4 The Consultant shall not specify in the plans and specifications a particular design, process or product that infringes upon any patent. The Consultant shall defend suits or claims for infringement of patent rights and indemnify and hold CRA harmless from any loss, cost or expense, including attorneys' fees incurred, which results if the Consultant violates the requirements of this Section 2.4.

2.5 The Consultant shall maintain one record set of all plans and specifications in good order and marked currently to record all changes made during construction and an accurate location of all portions of the work sufficient to prepare accurate as-built plans and specifications. The as-built plans and specifications shall provide as much accuracy as possible, and submission of same to CRA upon Final Completion shall be a condition precedent to the final payment.

2.6 The services of Consultant shall only be performed upon the prior request of the CRA Executive Director. Consultant shall report to the CRA Executive Director. During the conduct of the performance of its services, Consultant shall schedule regular meetings with the CRA Executive Director or his designee to discuss the progress of the work.

2.7 Consultant hereby represents to the CRA, with full knowledge that CRA is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the services to be provided by Consultant pursuant to the terms of this Agreement. Consultant shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

**3. Relationship of the Parties.** The Consultant accepts the relationship of trust and confidence established by this Agreement and covenants with the CRA to cooperate with the CRA and exercise the Consultant's skill and judgment in furthering the interests of the CRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the CRA's interests. The CRA agrees to furnish or approve, in a timely manner, information required by the Consultant and to make payments to the Consultant in accordance with the requirements of this Agreement

**4. Compensation and Method of Payment**

4.1 Compensation for the services provided by Consultant to the CRA shall be based on the fees provided in the Proposal and by this reference made a part hereof. The fees

set forth in the Proposal represent and contain all amounts due and payable for the services provided by Consultant as set forth in the Scope of Work including any out of pocket and third party costs which may be incurred and/or paid by Consultant. Consultant acknowledges and agrees that the fees of the Consultant set forth in the Consultant's Proposal include the fees of the Subconsultant.

4.2 Consultant shall submit to the CRA a written invoice for compensation no more often than on a monthly basis. Each invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably requested by the CRA. With respect to the procedures for payment, the CRA and Consultant agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

**5. Changes in Scope of Work.** CRA may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the CRA Board.

**6. Termination.**

6.1 Termination by the Consultant. The Consultant may terminate the Agreement if the CRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to CRA and CRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If the Consultant terminates the Agreement as set forth in the previous sentence, the Consultant shall be entitled to recover from the CRA payment for the Scope Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages. Any termination or purported termination by the Consultant for any reason other than CRA's nonpayment shall be void thereby entitling the CRA to its rights and remedies available at law and in equity.

6.2 Termination by the CRA for Cause. The CRA may terminate this Agreement if the Consultant:

6.2.1 Persistently or repeatedly refuses or fails to follow CRA's directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of the Agreement Documents.

When any of the above reasons exist, the CRA may without prejudice to any other rights or remedies and after giving the Consultant seven (7) days' written notice, terminate this Agreement and the employment of the Consultant. The Consultant shall not be entitled to receive payment for the Scope of Work completed until the remainder of the Scope of Work is finished and, in addition to any other rights available to the CRA at law or in equity, the Consultant shall be liable to CRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the CRA for Convenience. Notwithstanding anything in the Agreement to the contrary, CRA shall have the right, for whatever reason and in its sole discretion, to terminate the Agreement without penalty or liability by providing the Consultant with seven (7) days written notice thereof. Upon such termination, this Agreement shall be null and void, except that Consultant shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Consultant's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for, any damages in the event that the CRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

**7. Insurance.** The Consultant shall purchase and maintain insurance, and also cause the Subconsultant to purchase and maintain insurance, as follows.

7.1 Worker's Compensation Insurance coverage in accordance with Florida statutory requirements.

7.2 Commercial General Liability Insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

7.3 Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence with respect to Consultant.

Certificates of insurance from insurers acceptable to the CRA shall be delivered to the CRA upon execution of this Agreement. Only with respect to commercial general liability insurance, the certificates shall (a) name the CRA as an additional insured and loss payee and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the CRA. Failure of the Consultant to obtain and maintain required insurance shall be grounds for termination of the Agreement by the CRA. Consultant shall require any subconsultants who are preparing plans and specifications to provide professional liability insurance with the same insurance coverage as set forth above.

**8. Indemnification.** In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Consultant agrees, and shall cause the Subconsultant, to indemnify, protect, defend, and hold harmless the CRA its members, managers, officers, employees, consultants, and agents from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Scope of Work. The foregoing indemnity is limited to \$1,000,000 per occurrence, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement; provided, however, that the Consultant's indemnity obligations hereunder are not limited by the availability of insurance proceeds. In the event that any claims are brought or actions are filed against the CRA with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and

Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

**9. Miscellaneous**

9.1 Ownership of Documents. All plans, specifications, shop drawings, as well as any and all documents prepared by the Consultant and Subconsultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the CRA. Upon request of the CRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the CRA all or any portion of the above referenced documents including the tapes or discs relating thereto. Consultant further acknowledges that CRA may post any of such documents on the CRA's website. Such documents may be posted by CRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by CRA for such posting.

9.2 Records. Consultant shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CRA and advised such records must be kept for a longer period. Consultant shall further be required to respond to the reasonable inquiries of successor Consultant and allow successor Consultant to review Consultant's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses based upon such entries.

9.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Consultant is an independent contractor under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the CRA and the CRA will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

9.4 Assignments; Amendments.

9.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of CRA, which consent may be withheld by the CRA in its sole and absolute discretion. This Agreement shall run to the CRA and its successors and assigns.

9.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written

document executed with the same formality and of equal dignity herewith and approved by the CRA Board.

9.5 No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Consultant and the CRA designate the following as the respective places for giving such notice:

CRA: Larry M. Spring, Jr.  
CRA Executive Director  
City Hall  
776 N.E. 125<sup>th</sup> Street, 4<sup>th</sup> Floor  
North Miami, Florida 33161  
Telephone No. (305) 895-9888  
Facsimile No. (305) 893-1367

With a copy to:

Steven W. Zelkowitz  
CRA Attorney  
GrayRobinson, P.A.  
333 S.E. 2<sup>nd</sup> Avenue, Suite 3200  
Miami, FL 33131  
Telephone No. (305) 416-6880  
Facsimile No. (305) 416-6887

Consultant: Carlos Alcantera, P.E.  
The Corradino Group, Inc.  
4055 N.W. 97<sup>th</sup> Avenue, Suite 200  
Miami, Florida 33178  
Telephone No. (305) 594-0735  
Facsimile No. (305) 594-0755

9.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement

on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

9.10 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

9.11 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

9.12 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

9.13 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

9.14 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the CRA or Consultant.

9.15 Ethics Requirements. Consultant is responsible for educating itself on the various ethics and conflict of interest provisions of Florida law, Miami-Dade County Ordinance and City Code. Consultant shall not employ, directly or indirectly, the mayor, any member of the City Council, or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receipt of a benefit or to profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Miami-Dade County Ethics Commission regarding conflict of interest provisions.

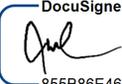
9.16 CRA Contingency. The CRA's obligations under this Agreement including, but not limited to, the CRA's payment obligations to the Consultant are expressly subject to and contingent upon the approval of that certain Second Amendment to Interlocal Cooperation Agreement by the CRA, City of North Miami and Miami-Dade County. In the event that any of the CRA, City of North Miami and Miami-Dade County fail to approve the Second Amendment to Interlocal Cooperation Agreement, this Agreement shall be null and void and of no further force and effect between the parties.

**10. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

**Consultant:**

THE CORRADINO GROUP, INC.  
a Kentucky corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Joseph M. Corradino  
Title: President

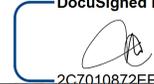
**CRA:**

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY, a public body  
corporate and politic

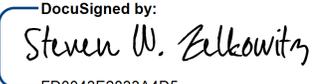
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Dr. Smith Joseph  
Title: Chairman

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Larry M. Spring, Jr.  
Title: Executive Director

**Attest:**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Michael A. Etienne, Esq.  
Title: City Clerk

**Approved as to form and legal sufficiency:**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Gray Robinson, P.A., CRA Attorney

# THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

Date: August 30, 2016

The Corradino Group, Inc. (Corradino) proposes to provide the services identified below for the project entitled "West Dixie Highway Green Trail Project – Conceptual Phase", pursuant to its Professional Service Agreement with the City of North Miami for Planning and Engineering Services.

## I. SCOPE OF WORK

At the request of the City, the scope of work, man-hour estimate, and fee proposal for the Task Work Order (TWO) has been prepared in one (1) single part. The Consultant is to provide a CD containing all project files to the City at the conclusion of the project.

Corradino is to provide up to four (4) Conceptual Design Alternatives detailing the improvements of West Dixie Highway from NE 123<sup>rd</sup> Street to NE 125<sup>th</sup> Street for the eventual conversion of this facility to a more pedestrian/bicycle friendly corridor which will draw users to Griffing Park and connect the commercial activity of NE 125<sup>th</sup> Street with an open/recreational place. The proposed installation of shade trees along a refurbished streetscape is intended to provide a comfortable and pedestrian friendly corridor concept.

Corradino will prepare up to four (4) Conceptual Design Alternatives in the form of a typical section and plan view rendering showing proposed improvements for the corridor. These drawings will show recommended materials, lighting, furnishings, and other elements critical to the eventual design of the project. These Conceptual Design Alternatives will be presented in up to four (4) public meetings in order to gather feedback and preferences so that a final design alternative can be developed in conjunction with City staff. This final design alternative will then be recommended to the City for implementation in the subsequent design phase of this project. This project will establish a streetscape consistent with the criteria approved and adopted by the City of North Miami's Community Redevelopment Agency's Downtown Master Plan and shall include the following design components:

- Landscaping and Irrigation for the corridor
- Decorative lighting consistent with City standards and/or criteria adopted in the Master Plan
- Implementation of patterned cross walks
- Miscellaneous repair of existing sidewalk and/or curb and gutter to repair deficiencies or address spot drainage issues
- Specialty pavement to delineate parking lanes from travel lanes
- Landscaping cut-outs along existing sidewalk
- Site Furnishing consistent with the standards and/or criteria adopted in the Master Plan

The various phases of the design process for this project shall generally proceed as follows:

1. Corradino will prepare a conceptual design documents analyzing up to four (4) different design options for review by staff and other City stakeholders.
2. Corradino will prepare materials for four (4) public meeting in order to gain input from the residents and stakeholders on the proposed designs.
3. Corradino will then develop a Final Design Alternative package that will be recommended for implementation in the final design phase.

West Dixie Highway Green Trail - Conceptual Phase Proposal  
 August 30, 2016

4. Corradino shall submit progress and final documents which include preliminary cost estimates at the following stages:
  - Conceptual (Schematic) Design
5. Corradino shall attend coordination meetings with the staff and other applicable agencies including, but not limited to, the following:
  - Florida Department of Transportation - District 6 (FDOT)
  - Miami-Dade Transit Authority (MDT) (Telephone Only)
  - Florida Power and Light (FPL) (Telephone Only)

**II. DESIGN & PLAN DEVELOPMENT**

II.1 Corradino shall prepare and submit Conceptual Plans for review by staff which shall include, but not be limited to, the following:

- Preliminary Typical Sections
- Preliminary Roadway Plan (Horizontal Geometry Only)
- Preliminary Landscape/Hardscape Plan
- Preliminary Material Selection for review

Note: Comments and revisions resulting from staff and stakeholder meetings shall be implemented prior to subsequent meeting/presentation/final submittal.

**III. SUB-CONSULTANTS**

The following sub-consultants shall assist the Consultant in the performance of their assignment. Each proposal submitted by sub-consultants are attached to this proposal as an attachment.

Sub-Consultant Name	Specialty or Expertise
Landscape DE	Landscape Architecture and Hardscape Design

**IV. SCHEDULE OF WORK -TIME OF PERFORMANCE**

Corradino shall submit the deliverables and perform the Work as depicted in the tables below.

<i>SCHEDULE OF DELIVERABLES</i>		
<i>Task ID</i>	<i>Drawing Name or Deliverable</i>	<i>Delivery Date</i>
II.1	Conceptual Design Documents	NTP + 6 weeks

West Dixie Highway Green Trail - Conceptual Phase Proposal  
August 30, 2016

*SCHEDULE OF WORK*

<i>Task ID</i>	<i>Task Name and/or Activity Description</i>	<i>Duration</i>	<i>Start Date</i>	<i>Finish Date</i>
II.1	Conceptual Design Documents	4 weeks	TBD	TBD
	City/Stakeholder CD Review Process/Meetings	2 weeks	TBD	TBD

*\*Project schedule is a conservative estimate and provides for ample review time for City staff, stakeholder meetings, and meeting outcome implementation.*

**V. COMPENSATION**

Corradino shall perform the Work detailed in this Proposal for a Lump Sum fee of **\$24,948.06** as described below.

<i>Task ID</i>	<i>Task Name and/or Activity Description</i>	<i>Fee Amount</i>
II.1	Conceptual Design Documents	\$24,948.06
	Total =	<b>\$24,948.06</b>

**VI. ADDITIONAL SERVICES**

Corradino shall present a supplemental proposal for additional services not specifically described in their proposal as requested by the City.

**VII. PROJECT MANAGER**

Corradino's Project Manager for this Work Order assignment will be Carlos Alcantara, P.E.

Submitted by:



Carlos Alcantara, P.E.  
The Corradino Group, Inc.

Reviewed and approval in concept

Recommended by:

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Greg Netto, Project Manager  
Public Works Department



**LandscapeDE**  
4248 SW 62<sup>nd</sup> Ave  
South Miami, FL 33155  
www.LandscapeDE.com  
info@LandscapeDE.com  
305 215 9683

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## **Landscape Architectural Design Contract Agreement**

August 30, 2016

Carlos Alcantara, P.E.  
Engineering Division Manager  
The Corradino Group  
4055 NW 97th Avenue  
Miami, Florida 33178

**RE: West Dixie Highway Green Trail – Rev 03**

Mr. Alcantara:

I am very pleased to submit to you this proposal for landscape architectural services for the design of West Dixie Highway Green Trail in the City of North Miami, Florida.

Within this Agreement the term “Client” shall refer to The Corradino Group, and the term “Landscape Architect” shall refer to Landscape DE, LLC.

### **Design Scope**

The proposed design services scope shall include the informed conceptual design of an improved streetscape along the section of West Dixie Highway in North Miami, Florida from NE 125<sup>th</sup> Street to Griffing Park at NE 123<sup>rd</sup> Street. The intent is to create a greenway trail connecting from the street’s terminus at NE 125<sup>th</sup> Street to Griffing Park and also the creation of a small pocket park at the NE 125<sup>th</sup> Street terminus that shall serve as an entry point to the greenway trail. The design concept shall establish a streetscape consistent with the criteria approved and adopted by the City of North Miami Community Redevelopment Agency's Downtown Master Plan and shall include the following improvements:

1. Improved pedestrian access along West Dixie Highway with the intent of creating a trail-like pathway along the western side of the street.
2. Creation of a pocket park entry at the NE 125<sup>th</sup> Street terminus of corridor with improved landscaping and possibly a gateway feature.
3. Landscaping and Irrigation for the corridor.
4. Decorative lighting consistent with City standards and/or criteria adopted in the Master Plan.
5. Implementation of patterned cross walks.

6. Redesign of street to accommodate larger walkways and landscaping as possible.
7. Redesign of street drainage to accommodate street design.
8. Specialty pavement to delineate parking lanes from travel lanes.
9. Site Furnishings consistent with City standards and/or criteria adopted in the Master Plan.

### **Project Development**

The Design Package shall be developed based on the following outlined process:

1. Inventory and Research
  - A. The landscape architect shall undertake an inventory of existing conditions and any pertinent site elements.
  - B. The Landscape Architect shall review all pertinent regulations and codes that may affect design or construction on the project property, including FDOT regulations as applicable.
  - C. The Landscape Architect shall coordinate with Client and other applicable agencies to determine proper design direction. Applicable agencies include, but are not limited to, the following: City of North Miami, Florida Department of Transportation -District 6 (FOOT), Miami-Dade Transit Authority, (MDT) Florida Power and Light (FPL), and Miami-Dade County Public Works.

2. Conceptual Design

The Landscape Architect shall prepare conceptual design documents analyzing different design options for review by Client and city stakeholders. Drawings submitted during this phase shall include: site plans, typical sections, roadway layout plan, landscape plans, and material selection documents. The Landscape Architect shall present the conceptual design in up to four (4) public meetings in order to gain input from the residents and other stakeholders on the proposed designs. For each of the four meetings, the Landscape Architect can undertake one (1) round of minor revisions for improvement to the design.

Additional development of the design shall require an additional service contract.

### **Client's Responsibilities**

1. The Client shall provide to the Landscape Architect accurate site information necessary to develop an accurate design concept. This information can be provided through on-site measurement, survey, archival information, or a combination thereof.
2. The Client shall provide with clarity, and in a timely manner, comment, response, and necessary information verbally and/or in writing on any and all design proposals and detail components thereof, and to inquiries from the Landscape Architect.

**Compensation****Rates:**

- Principal \$250/hr
- Project Manger \$150/hr
- Landscape Designer \$100/hr
- Irrigation Designer \$75/hr

Compensation for the proposed services shall be billed according to the hourly rates above and the hours per team member as listed in the table below:

Phase	Principal (hours)	Project Manager (hours)	Landscape Designer (hours)	Irrigation Designer (hours)	Total Fees
Conceptual Design	4	10	54	-	\$7,900

The landscape architect shall bill every 4 weeks for the portion of the work completed. Payment shall be due within 30 days from the date of invoice.

**Services Not Included**

Services not provided under the terms of this AGREEMENT include, but are not limited to, the following:

Surveying;  
 Arborist Services;  
 Conducting necessary site testing;  
 Design alterations requested through value engineering;  
 Electrical Design;  
 Signage Design;  
 Waterproofing;  
 Architectural Design;  
 Water conservation ordinance submittals and use of reclaimed water;  
 Review of subcontractor drawings;  
 Water Feature Engineering;  
 Graphic Design;  
 Engineering (electrical, civil, mechanical, or structural);  
 Coordination or scheduling of the implementation of the Construction Documents by any party;  
 Any other design services not specifically identified and enumerated herein;

These services may be required for proper completion of this project, but are not part of this contract. Additional services enumerated here may be obtained through additional contract or use of sub-consultants.

### **Additional Services**

Additional services contracts may be required for services not covered by this contract or for significant changes to the design affecting the scope of the landscape architect.

A 10% mark-up will be required to coordinate and review any subcontractors required to work under the service of LandscapeDE, LLC. Such services will be coordinated through additional contract.

### **Limitation of Liability**

The limit of liability of the landscape architect to the client for any cause or combination of causes shall be, in the total amount, limited to the fees paid under this contract or \$50,000, whichever is greater.

### **Termination of Services**

The Client and the Landscape Architect shall each unilaterally have the right to terminate this AGREEMENT. Termination shall be in writing with 7-days notice. In case of termination, the Landscape Architect shall be entitled to proportional compensation, for portions of phases completed at the hourly rates listed herein.

### **Reimbursable Expenses**

The Client agrees to reimburse the Landscape Architect at one point two times (1.2 X) cost for the following, and related costs, when specifically associated with the project:

All special handling of project documents (such as Fed Ex, DHL, or courier);

All reproduction and printing of sketches, plans, base sheets, drawings, diagrams, cost estimates, specifications, and other printing, collating, binding, and the like;

For all other "out-of-pocket" costs or expenses normally associated with such a project.

### **Payment for Services**

Checks shall be made payable to Landscape DE, LLC.

### **Arbitration**

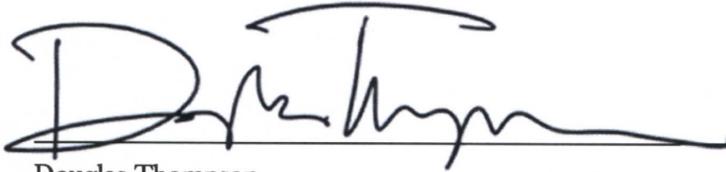
Any disputes arising from this agreement shall be adjudicated within the state of Florida, through binding arbitration heard by a panel of the American Arbitration Association (AAA), under the rules of the AAA in effect at the time of execution of this agreement.

Acceptance

To accept this agreement, please sign below.

This agreement shall be in effect for up to 1 year from the agreement date, unless otherwise agreed upon by the Client and Landscape Architect.

Accepted:

 8/30/2016

Douglas Thompson  
Principal Landscape Architect  
Landscape DE, LLC

Date

Accepted:

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Carlos Alcantara  
The Corradino Group

Date