

WORK ORDER No. 5 FOR PROFESSIONAL SERVICES

TO: A&P Consulting Transportation Engineers
8935 NW 35th Lane, Suite 200
Miami, Florida 33172
(305) 592-7283

DATE: July 11, 2019

The City of Doral authorizes the firm of A&P Consulting Transportation Engineers to provide professional engineering services for the analysis of the medians along Doral Boulevard to study the limitations for landscaping and prepare a presentation for the Mayor and Council members. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between A&P Consulting Transportation Engineers and the City of Doral dated January 30, 2018, and the attached Proposal submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from A&P Consultant Transportation Engineers dated July 10, 2019 for the analysis and technical memorandum as well as preparation of the presentation for Council. The schedule requires the analysis and memo to be completed within 20 working days of the notice to proceed. All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a Time and Materials basis with a not to exceed amount of \$13,892.74.

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal and revoke the award.



Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated January 30, 2018 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply. Work Order is not binding until the City of Doral agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.


CONSULTANT: A&P Consulting Transportation Engineers

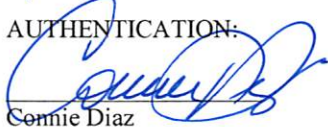
BY: 
NAME: Antonio A. Acosta
TITLE: President

WITNESSES: SEAL:

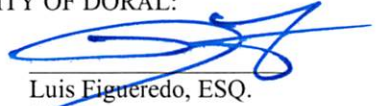
1. 
2. 



OWNER: City of Doral
BY: 
NAME: Albert P. Childress
TITLE: City Manager

AUTHENTICATION:
BY: 
NAME: Connie Diaz
TITLE: City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL:

BY: 
NAME: Luis Figueredo, ESQ.
TITLE: City Attorney

RESOLUTION No. 17-202

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING REQUEST FOR QUALIFICATIONS #2017-21, "PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES," TO APCT ENGINEERS, ADA ENGINEERING, BCC ENGINEERING, EAC CONSULTING, F.R. ALEMAN AND ASSOCIATES, GANNETT FLEMING, H W LOCHNER, MARLIN ENGINEERING, PEVIDA HIGHWAY DESIGNERS, AND WANTMAN GROUP; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO PROFESSIONAL SERVICES AGREEMENTS, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Request For Qualifications #2017-21, titled "Professional General Engineering and Architectural Services" (the "RFQ"), the City of Doral (the "City") received thirty-two (32) submittals by the August 2, 2017, 11:00 a.m. deadline; and

WHEREAS, the selected firms will be used to create a "pool" of pre-qualified consultants to provide professional general engineering and architectural services thereby reducing the costly and time-consuming process of individual solicitations; and

WHEREAS, this expedited process would follow the City of Doral Procurement Ordinance #2004-03 whereby any work in excess of \$15,000 is brought before the City Council for approval; and

WHEREAS, funding for the tasks assigned under these contracts will be budgeted each fiscal year; and

WHEREAS, Staff respectfully recommends that the City Council authorize the City Manager to negotiate and enter into professional service agreements with the following ten (10) firms: A&P Consulting Transportation Engineers, ADA Engineering, BCC Engineering, EAC Consulting, F.R. Aleman & Associates, Gannett Fleming, H W Lochner, Marlin Engineering, Pevida Highway Designers, and Wantman Group for the provision of professional engineering and architectural services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Rankings. The City Council hereby approves the rankings of the ten (10) firms, attached as Exhibit "A", as provided by the proposals submitted.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into professional service agreements with the following ten (10) firms: A&P Consulting Transportation Engineers, ADA Engineering, BCC Engineering, EAC Consulting, F.R. Aleman & Associates, Gannett Fleming, H W Lochner, Marlin Engineering, Pevida Highway Designers, and Wantman Group for the provision of professional engineering and architectural services, subject to the approval by the City Attorney as to form and legal sufficiency.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of November, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT "A"

TAB SHEET

RFQ 2017-21

GENERAL ENGINEERING & ARCHITECTURAL SERVICES

TOP TEN

FIRM	POINTS
1. A&P CTE	94.5
2. BCC ENGINEERING	91.4
3. GANNETT FLEMING	90.6
4. EAC CONSULTING	89.0
5. ADA ENGINEERING	88.8
6. MARLIN ENGINEERING	88.6
7. PREVIDA HIGHWAY DESIGNERS	87.2
8. H W LOCKNER	86.2
9. WANTMAN GROUP	86.0
10. F R ALEMAN	85.6



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

CONSULTANT WORK ORDER PROPOSAL

July 10, 2019

Dear Mr. Collings-Bonfill:

In accordance with your request, A&P Consulting Transportation Engineers, Corp. and its sub-consultant KCI Technologies, Inc. propose to provide the services identified below for the project entitled "**Doral Blvd. Landscape**", pursuant to its Professional Service Agreement with the City of Doral.

SCOPE OF WORK

The Consultant is to provide all project management, landscape design services, analysis, technical memorandum, rendered typical section details, opportunity plans, presentation development, and attend meetings.

- Refer to attached detailed Scope of Work described by our sub-consultant KCI Technologies.
- A&P included a 10% project administration fee to process and submit invoices to the City.

SCHEDULE:

The CONSULTANT shall perform the services within **20 working days** of the written Notice to Proceed. Duration of subsequent tasks is independent upon performance of others and can therefore only be estimated by CONSULTANT.

METHOD OF COMPENSATION:

The services performed shall be billed on a monthly basis commensurate with extend of task completed. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately. CONSULTANT's fee for all services shall be billed on an hourly basis with an estimated budget depicted in the table below:

<i>Task</i>	<i>Labor Fee</i>	<i>Consultant / Sub-consultant</i>	<i>Payment Method</i>
Phase 1 Analysis	\$ 5,525.52	KCI	Hourly
Phase 2 Analysis	\$ 3,552.12	KCI	Hourly
Presentation/Preparation Meetings	\$ 2,368.08	KCI	Hourly
	\$ 1,184.04	KCI	Hourly
Subtotal:	<hr/> \$12,629.76		
Administrative Fee (10%)	\$ 1,262.98	A&P	Hourly
Task Total:	<hr/> \$13,892.74		



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

CONSULTANT'S Project Manager for this Work Order assignment will be Kirk Hoosac, RLA.

Submitted by:



Eithel M. Sierra, P.E.
A&P Consulting Transportation Engineers, Corp.

Reviewed and approval in concept
recommended by:

Eugene Collings-Bonfill, Project Manager
Chief of Engineering



A&P Consulting Transportation Engineers

10305 N.W. 41st Street, Suite 115
Miami, Florida 33178
Phone: (305) 592-7283
Fax: (305) 593-1594

EXHIBIT A
FEE PROPOSAL & SCOPE OF WORK
SUB-CONSULTANTS



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309 • Phone 954-776-1616

**KCI TECHNOLOGIES, INC.
WORK AUTHORIZATION
May 29, 2019
KCI Project No. TBD**

In accordance with your request, this agreement for professional services between **KCI Technologies, Inc.** ("CONSULTANT") and **A&P Consulting Transportation Engineers** ("CLIENT") is submitted for your consideration and approval. KCI Technologies, Inc. is pleased to provide the services described below. The purpose of this form is to obtain your authorization for the work verbally requested and to confirm the terms under which these services will be provided.

Project Name: Doral Blvd. Landscape Rendered Detail, Opportunity Analysis, Technical Memo and Presentation Services

Project Location: Doral Boulevard Medians, City of Doral, Florida
Phase 1: Turnpike to NW 97 Avenue
Phase 2: NW 97 Avenue to Palmetto Expressway

Invoices to: A&P Consulting Transportation Engineers
Attention: Mr. Eithel Sierra
10305 NW 41st Street, Suite 115
Doral, Florida 33178

Scope of Work:

Section 1: Landscape Design Services

1.01 Landscape Services – Doral Phase 1 Landscape Technical Memo, Analysis of project limits and Rendered Typical Section Details.

CONSULTANT shall prepare two (2) different rendered typical sections details, one of a wide median and one of a narrow median, with dimensions of the phase one project. CONSULTANT shall prepare a technical memo explaining the limitations and why plant materials were chosen. Technical memo shall verbally describe alternate options available. CONSULTANT shall prepare a color coded graphic analysis of the locations along the Phase 1 corridor showing which medians have no restrictions, lateral offset restrictions, or limit of clear sight restrictions.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of \$5,525.52

Employee-Owned Since 1988

1.02 Landscape Services – Doral Phase 2 Analysis of project limits and Opportunity Plan.

CONSULTANT shall prepare a color coded graphic analysis of the locations along Phase 2 of the corridor showing which medians have no restrictions, lateral offset restrictions, or limit of clear sight restrictions. Consultant shall prepare an opportunity analysis for alternative options including potential to keep all Royals on the project corridor.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of\$3,552.12

OPTIONAL SERVICES

1.03 Presentation Development

CONSULTANT shall prepare a power point presentation based on the Technical memo, corridor analysis and restrictions, and opportunity analysis. A draft presentation shall be reviewed with municipal staff prior to finalizing the presentation.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of\$2,368.08

1.04 Meetings

Meetings with municipal staff, Commission, Commission Presentation and CLIENT requested meetings will be invoiced on an hourly basis in accordance with our professional fee schedule.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of\$1,184.04

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in task 1.01 and 1.02 within 20 working days of written Notice to Proceed. Duration of subsequent tasks is dependent upon performance of others, and can therefore only be estimated by CONSULTANT.

METHOD OF COMPENSATION

The services performed shall be billed on a monthly basis commensurate with extent of task completed. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately. A fee schedule is included on Exhibit A.

TERMS OF COMPENSATION

Services shall be provided for the following amounts:

Task	Labor Fees		Total	Payment Method
	Consultant	Sub consultant		
Phase 1 analysis	\$5,525.52	N/A	\$5,525.52	Hourly
Phase 2 analysis	\$3,552.12	N/A	\$3,552.12	Hourly
Presentation Preparation	\$2,368.08	N/A	\$2,368.08	Hourly
Meetings	\$1,184.04	N/A	\$1,184.04	Hourly
Total	\$12,629.76	N/A	\$12,629.76	

CONSULTANT CONTACT

KCI Technologies
6500 N. Andrews Avenue,
Fort Lauderdale, FL 33309
Kirk Hoosac, RLA
Kirk.hoosac@kci.com
Phone: 954-776-1616

General Provisions: It is agreed that the attached General Provisions are accepted and are made part of this contract.

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF KCI TECHNOLOGIES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

Prepared by: _____ Approved by: _____
Kirk Hoosac, RLA Bruce Reed, RLA
Practice Leader - Landscape Regional Practice Leader

Work Authorized by:

A&P Consulting Transportation Engineers

(Print or Type Name) (Title)

(Signature) (Date)

KCI TECHNOLOGIES, INC.
GENERAL PROVISIONS - FLORIDA
(Ver. February 2019)

The General Provisions set forth herein are incorporated by reference in the Proposal for the performance of certain services described as the "Work" in the Proposal made by KCI Technologies, Inc., a Delaware corporation ("KCI"), dated 5/29/2019 to A&P Consulting Transportation Engineers ("Client"). These General Provisions shall constitute, along with the Proposal, a final, complete, and binding agreement (the "Agreement") between Client and KCI upon Client's acceptance of the Proposal. To the extent they are inconsistent or contradictory; the express terms of the Proposal take precedence over the General Provisions.

1. ACCEPTANCE OR REJECTION OF PROPOSAL

The Proposal shall be valid for a period of thirty (30) days from the date thereon. Acceptance thereafter shall be conditioned on KCI's reaffirmation of the Proposal. If, upon submission of this proposal to Client, Client fails to return a signed copy to KCI and Client knowingly allows KCI to proceed with work, such services shall be deemed performed pursuant to the Proposal and these General Provisions, which shall be binding the same as if the Proposal were fully executed.

2. ADJUSTMENTS TO QUOTATION (COST ESTIMATION)

Fees quoted in the Proposal are based on current salaries and operational costs. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the proposal are provided for convenience of the Client and KCI is not bound by nor does it guarantee such estimates.

Unless expressly identified as a cost item in the fee proposal, KCI's fees do not include sales tax or other governmental levies. In the event that taxes or other assessments are applied to the fees generated by KCI services, the client agrees that such taxes or assessments shall be added to the fee base quoted herein and shall become due and payable when invoiced by KCI.

3. CONDUCT OF THE WORK

All concept, preliminary and final plans prepared by KCI will be submitted to client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) days of receipt, the plans shall be deemed approved by Client. After the Client's approval, any change shall be deemed Additional Work for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

KCI will make a reasonable effort to provide a survey crew as requested but it cannot guarantee the time within which a survey crew will be available. The size of the survey crew shall be determined by KCI based on the work to be performed. A minimum of four (4) hours shall be charged anytime a survey crew visits a site, all charges being portal to portal.

Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others.

Any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the scope of work. In the event KCI's work includes penetration of the ground, Client agrees that KCI shall not be responsible for any loss or damages claimed to result from said penetration unless direct result of KCI's sole negligence. Client agrees to indemnify and hold KCI harmless from any claim, suit or proceeding for loss or damages to person or property of others relating to said penetration except to the extent said damages are the direct result of KCI's sole negligence.

Client further agrees to indemnify and hold KCI harmless from any loss or damages to KCI personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Subsurface and earth fill data are informational only. KCI does not guarantee such data.

Although KCI will attempt to complete all services in a timely fashion, KCI does not guarantee, expressed or implied, the time when work is completed.

4. STANDARD OF CARE

KCI will perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's services under this Agreement at no cost to KCI unless otherwise defined in the scope of work.

6. DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by KCI pursuant to this agreement, are instruments of service and the property of KCI. Client may make and retain copies, subject to Client's compliance with Section 8, herein, but may only use such documents for the purposes described in the Proposal. Any other use shall be prohibited, and Client shall indemnify and hold harmless KCI for any liabilities, damages, losses, claims, and expenses arising therefrom.

7. RISK ALLOCATION

To the fullest extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Design Professional's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$25,000 or the total compensation received by Design Professional under this Agreement which ever is lesser.

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF KCI TECHNOLOGIES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

Plans and designs prepared by KCI are predicated on sound engineering assumptions that must be tested and adjusted as conditions warrant during construction. If Client does not retain KCI for the purpose of construction services for the implementation of the Plans or Designs, then Client agrees to assume the risk of improper implementation and to hold KCI harmless from any loss or damage resulting from the failure to retain KCI to oversee the implementation of its plan or design.

Client further agrees that KCI shall not be responsible or liable for the cost of any and all corrective actions allegedly caused by KCI unless KCI is provided a reasonable opportunity to participate in the decision on said corrective work.

8. HAZARDOUS SUBSTANCES/MOLD INDEMNIFICATIONS

Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way
KCI General Provisions - Florida, Page 2 of 3

of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

9. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full from the date of said invoice without retainage and payment shall not be contingent upon receipt of funds from third parties. If an invoice remains unpaid for more than thirty (30) days from the date of the invoice, a service charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) per annum, shall be assessed on all unpaid amounts dating from the date of the invoice. Failure to render full payment within thirty (30) days shall be deemed substantial non-compliance and KCI, at its option may undertake any or all of the following remedies: (1) stop all work, provide Client is given three (3) days prior written notice; (2) withdraw all certifications and plans previously submitted; (3) assert a lien on the property pursuant to applicable law; (4) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (5) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions. Client agrees to indemnify and hold KCI harmless from any fees and expenses incurred by KCI as a result of Client's non-payment, including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys fees.

10. ASSIGNS

Client may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of KCI.

11. SAFETY RESPONSIBILITY

KCI shall not be responsible for any safety precautions or programs of Client or any of Client's contractors or representatives.

12. MEDIATION/ARBITRATION

Client agrees that all claims, disputes and other matters in question between the parties arising out of or relating to the Agreement or breach thereof shall first be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution Inc., Endispute or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing for arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted for arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a Plaintiff not a party hereto institutes litigation in a Court of competent jurisdiction and said Court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute or other matter. If the demand for arbitration is not within one (1) year the claim, dispute or other matter shall be forever barred. Both mediation and arbitration shall be optional and not mandatory at KCI's sole discretion with regard to the collection of earned fees as set forth in section 8, above.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay

all legal and other costs (including attorneys fees) incurred by the other party in defense of such claim or action.

13. CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Owner shall have first provided KCI with written certification executed by an independent engineer licensed in the State in which the KCI office submitting this proposal is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an engineer performing professional services under similar circumstances. Such certificate shall be provided to the Engineer thirty (30) days prior to the presentation of any such claim or the institution of any arbitration or judicial proceeding.

14. TERMINATION

Either party shall have the right to terminate this agreement provided three (3) days written notice is given to the other party. In the event of termination by Client for convenience, Client shall be liable for payment to KCI for all work performed, and expenses incurred, up to and including the day of termination and Fifteen (15) percent of KCI's remaining fee.

It is understood and agreed that once the Work is started by KCI, only Client or Client's duly authorized representative shall have the authority to order the work stopped on its behalf and only by giving KCI written notice. Client may exercise the right to terminate only if it has made all payments due and owing to KCI.

It is further understood and agreed that, after a termination of the Agreement has been effected by client or its duly authorized representative in accordance with the notice referred to herein, Client or its duly authorized representative may, within thirty (30) days of the notice to terminate, order work to resume on the project, provided KCI is given ten (10) days advance notice in writing as to when work shall resume. If Client fails to resume the work as provided herein, KCI shall have no obligation to resume the Work at any time thereafter.

KCI shall not be obligated to resume services under the Agreement until Client has paid all money previously due and owing by Client and a restart fee equal to ten percent (10%) of the balance remaining to be paid under the Agreement. KCI reserves the right to increase this restart fee if necessary to cover the additional expenses generated by starting the Work back up after it has been stopped.

15. WARRANTY OF AUTHORITY TO SIGN

The individual signing this contract warrants that he/she has authority to sign as, or on behalf of Client for whom or for whose benefit KCI's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to KCI in addition to any liability which Client may have.

16. NON-ALTERATION TO TERMS - WAIVER OF RIGHT

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client. Only an officer of KCI has authority to waive any matter or to amend the Agreement between KCI and Client.

The failure of KCI to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

If any term or part thereof is held to be invalid by a Court of competent jurisdiction, that term or part thereof shall be deemed deleted and the remainder of this Agreement shall continue in full force and effect and be binding upon the Parties.

17. THIRD PARTY BENEFICIARY

The Owner and KCI agree that the services performed by the Engineer pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Owner or KCI to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

18. ENTIRE AGREEMENT

These General Provisions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding and insure (except as otherwise

provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby.

performance of KCI's obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

KCI General Provisions - Florida, Page 3 of 3

19. CONTROLLING LAW

This Agreement is to be governed by State of Maryland law.

21. TITLE TO PROPERTIES

Client represents, warrants and covenants that it, or the individual executing this Agreement on its behalf, possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land which is the focus of or is related to the professional services provided by KCI.

If Client possess neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land relative to this Agreement, one of the following conditions must be fulfilled by Client within ten (10) days after receipt of a fully executed copy of this Agreement:

- i. Client must secure express written authorization from the rightful owner of the property that (1) grants KCI the right to provide professional services on or about the property or parcel(s) in question; and (2) acknowledges and affirms the entire terms of this Agreement and the range of professional services rendered by KCI; or
- ii. Client must pay an additional retainer to KCI in an amount equal to THIRTY PERCENT (30%) of the gross contract.

Further, Client agrees to indemnify KCI, its officers, directors, agents and employees and hold them harmless from and against any and all loss, liability, damages and expense (including attorneys' fees at both the trial and appellate levels) incurred by KCI or any of them and arise out of or, relate to slander of title or disparagement of property claims resulting from any negligent act or willful misconduct of Client.

22. FORCE MAJURE

KCI shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, subcontractors, or any other similar cause or causes beyond the reasonable control of KCI. Time of

Client Signature _____

Dated _____

EXHIBIT A

Doral Blvd Phase 1 and Phase 2 Analysis																			
Labor Category		Principal Engineer		Project Manager		Senior Engineer		Project Engineer		CADD Tech		Senior Architect		Landscape Arch		Clerical		Total Hours	Labor Cost (\$)
Percent Utilization		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		100.00%		0.00%			
Hourly Rate		\$190.75		\$175.00		\$164.02		\$135.00		\$85.00		\$122.88		\$98.67		\$65.00			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1.01	Phase 1 Analysis and Tech memo	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	56	\$5,525.52			56	\$ 5,525.52
1.02	Phase 2 Analysis and Opportunity plan													36	\$3,552.12			36	\$ 3,552.12
1.03	Presenation Preparation			0	\$0.00					0	\$0.00	0	\$0.00	24	\$2,368.08			24	\$ 2,368.08
1.04	Meetings			0	\$0.00					0	\$0.00	0	\$0.00	12	\$1,184.04	0	\$0.00	12	\$ 1,184.04
Totals		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	128	\$12,629.76	0	\$0.00	128	\$12,629.76