

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
ADA Engineering, Inc.  
FOR  
Canal Bank Stabilization Program Management: Year 7**

THIS AGREEMENT, dated as of the 20 day of FEBRUARY 2017, is made between ADA Engineering, Inc., a Florida corporation, (hereinafter the "Vendor"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Canal Bank Stabilization Program Management: Year 7 (the "Services"); and

**WHEREAS**, the City desires to engage the Vendor to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. **Scope of Services/Deliverables.**
  - 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified.
  - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
  
2. **Term/Commencement Date.**
  - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through **December 31, 2019**, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Vendor.
  - 2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable (task) for the Project within the timeframes set forth in the Project Schedule, SPECIAL CONDITIONS Section 3.2, unless extended by the City Manager. A Work Order will be issued for each task, (Design Year 7, CEI Year 7) specifying commencement date, time frame, and deadline of each.

3. **Compensation and Payment.**

3.1 The Vendor shall be compensated in the following manner:

     A lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

  x   On a time and material/expense basis to complete the Design and CEI Scope of Services for Year 7, provided, however, that total payments to Vendor shall not exceed \$357,086.44, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-consultants.**

4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.

4.2 Any sub-contractors used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement. This section shall survive the termination of this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.

8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement naming City as an additional insurer, and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Vendor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section 12 shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas, City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Daniel Espino, City Attorney  
Weiss, Serota, Helfman, Cole, & Bierman, PL  
2525 Ponce De Leon, Suite 700  
Miami, Florida 33134

For The Vendor: Alex Vazquez, Vice President

ADA Engineering, Inc.  
8550 NW 33<sup>rd</sup> St., Suite 202  
Miami, Florida 33122

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Non-assignability.**

17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved in writing by the City Manager at his/her sole discretion. The City is relying upon the apparent qualifications and personal

expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

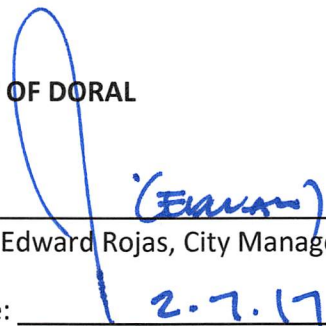
24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its VICE PRESIDENT, whose representative has been duly authorized to execute same.

Attest:

  
\_\_\_\_\_  
Connie Diaz, City Clerk


**CITY OF DORAL**

By:   
\_\_\_\_\_  
Edward Rojas, City Manager  
Date: 2.7.17

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
City Attorney  
Weiss, Serota, Helfman, Cole, & Bierman, PL

**VENDOR**

By:   
\_\_\_\_\_  
Alex VAZQUEZ  
Its: VICE PRESIDENT  
Date: 1/30/2017





Corporate Office  
8550 NW 33<sup>rd</sup> Street, Suite 202  
Doral, Florida 33122  
T 305.551.4608  
F 305.551.8977  
www.adaeng.net

January 10, 2017

Mr. Carlos Arroyo  
Assistant Public Works Director  
City of Doral  
Public Works Department  
8300 NW 53<sup>rd</sup> Street, Suite 200  
Doral, Florida 33166

**RE: Canal Bank Remediation and Stabilization Design Services – Year 7:  
Northline Canal from NW 97<sup>th</sup> Avenue to NW 87<sup>th</sup> Avenue and Residential  
Section Located between NW 102<sup>th</sup> Avenue and NW 97<sup>th</sup> Avenue**

Dear Mr. Arroyo:

Per your request, A.D.A. Engineering, Inc. (ADA) is pleased to submit this Service Order proposal for Professional Engineering Services associated with the preparation of construction contract documents for Canal Bank Remediation and Stabilization Design Services for Year 7 of the Canal Capital Improvement Plan (CCIP) outlined in the May 2008 Canal Feasibility Study Report (CFSR). As outlined in the CFSR, the City of Doral (City) maintains approximately 11 miles of canals, and a number of these canals are shown to have experienced varying levels of erosion. These services are to be performed on the canals showing signs of high levels of erosion.

There are two separate sections of Year 7 of the City's CCIP. Section 1 includes the section of the Northline Canal between NW 97<sup>th</sup> and NW 87<sup>th</sup> Avenue (approximately 5,165 LF of canal). Section 2 includes approximately 1,555 LF of canal section between the Village of Doral Lakes residential community (NW 51<sup>st</sup> Terrace) and Hole #1 of the Silver Fox Golf Course. This section of canal is located just west of NW 97<sup>th</sup> Avenue and south of NW 52<sup>nd</sup> Street. **Figures 1 and 2** depict the limits of Sections 1 and 2, respectively.

For Section 1, Miami-Dade County Public Works Department (MDCPWD) is in the projects of implementing roadway widening along NW 25<sup>th</sup> Street from NW 87<sup>th</sup> Avenue to NW 117<sup>th</sup> Avenue. As part of this widening, the County is planning to implement sheet pile wall on the south side of the Northline Canal, to accommodate the widening. Therefore, it is anticipated that only the north side of the Northline Canal will require canal bank stabilization. In addition, the MDCPWD is also planning to implement the continuation of the bike/pedestrian shared use path on the north side of the NW 25<sup>th</sup> Street widening. Therefore, a shared use path may not be required on the north side of the Northline Canal. For Section 2, only the north bank appears to be experiencing significant canal bank erosion and is the canal bank area adjacent to residential properties. Therefore only north side of this canal will require canal bank stabilization.



Figure 1: Section 1 - Northline Canal from NW 97<sup>th</sup> to NW 87<sup>th</sup> Avenue



Figure 2: Section 2 - Residential Section

As part of this project ADA will develop construction documents for the Sections 1 and 2 of Year 7 of the City's CCIP, identify potential needs for stabilization, recommend conceptual methods for stabilizing the canal slopes in areas that require remedial action,

and summarize planning-level costs for stabilizing the canal slopes. To the maximum extent possible, impact to trees will be minimized or avoided. This project will also implement the segment of the Beacon Trail (Rutu Rosada) maintenance/pedestrian/bike shared use path between NW 97<sup>th</sup> Avenue and NW 87<sup>th</sup> Avenue proposed in the City's Bikeway Network Plan, in coordination with MDCPWD.

This Service Order will be an integral part of the General Engineering/Architectural Services (RFQ 2016-19) agreement between the City of Doral (City) and ADA. This Service Order defines the scope of work, schedule, exclusions, and compensation for the professional engineering services associated with this project.

## **II. SCOPE OF WORK**

The Scope of Work is comprised of the following essential tasks:

- Task 1 – Project Coordination and Data Collection
- Task 2 – Canal Cross-Sections and Topographical Survey
- Task 3 – Subsurface Exploration and Geotechnical Investigation
- Task 4 – Construction Documents for Canal Bank Stabilization
- Task 5 – Permitting Coordination
- Task 6 – Bid and Award Services

Below is a description of the level of effort associated with each of these tasks.

### **Task 1 – Project Coordination and Data Collection**

ADA will attend up-to eight (8) coordination meetings with the City, including the project kickoff meeting, to obtain available data and coordinate key aspects of the project. This assumes that the project duration is eight (8) months. As part of this task, ADA will also perform one (1) field reconnaissance site visit to evaluate and document the sections of the Canals to be improved as part of this project. The reconnaissance will include observation and photographic documentation of the above and below water slopes and the materials exposed thereon. Prior to the site visit, ADA will prepare aerial site maps to assist with the site observations.

ADA will also attend up to two (2) meetings with MDCPWD to coordinate the proposed NW 25<sup>th</sup> Street roadway widening project, to address those improvements in the design and permitting of this project.

### **Task 2 – Canal Cross-Sections and Topographical Survey**

ADA will retain FR Aleman & Associates (FRA) to obtain approximately 105 cross-sections across the Canal at 50-foot (ft). intervals. The cross-sections will be tied to State Plane Coordinates North American Datum 83/89 and refer to National Geodetic Vertical

Datum of 1929. The advantages of having the cross sections tied to a known horizontal and vertical datum are two-fold: 1) it can be used for a future design phase, and 2) it can also be utilized for incorporation into the City's GIS database with a high degree of precision.

FRA will also obtain all above-ground features within the right of way including but not limited to: trees, fencing, headwalls, culverts, utility poles, etc. in the topographic survey.

FRA will also retrieve right of way information, certified section corners and township range sheets are available from the Miami-Dade County Department of Regulatory and Economic Resources (DRER). A map will be prepared showing the canal right of way lines and any recorded easements, per DRER right of way maps. Any recorded easement not shown on existing Plat Books will be researched further in coordination with the City. Right of way information will be in Real Coordinates (NAD-83), and be related to existing cross section information obtained by FRA. FRA will also establish a construction baseline at approximately 50-ft intervals to support the preparation of design plans.

### **Task 3 – Subsurface Exploration and Geotechnical Investigation**

ADA will retain Terracon to perform the required subsurface exploration and geotechnical investigation. Terracon will perform three (3), 30-foot deep Standard Penetration Test (SPT) borings to define the nature, sequence and condition of the profile components that make up the canal banks. The specific locations for the SPT borings will be along the project corridor as identified as part of Task 1. The borings will be located within existing City of Doral rights-of-way, proximate to the canals. It is assumed that no Maintenance of Traffic Plan will be required for the subsurface exploration. The borings will be drilled using truck mounted drilling equipment and samples of the subsurface materials will be obtained using procedures described in ASTM D 1586 (the Standard Penetration Test). The boreholes will be sealed with cement grout upon their completion. Additionally, a geotechnical engineering evaluation will be completed for the subject canal banks. The evaluation will consist of a slope stability analysis and determination of the most appropriate remedial measure for this canal reach.

Results of the borings and geotechnical evaluation of canal banks will be provided in a geotechnical technical memorandum.

### **Task 4 – Tree Disposition and Mitigation Plan**

ADA will retain Rosenberg Gardner Design (RGD) to perform the tree disposition and mitigation plan. Existing trees within the canal right of way may conflict with proposed construction. RGD will identify each tree species and trunk diameter and shown in plan view and document in tabular form whether each tree will remain, be removed, or replanted (mitigated) in a different location. Planting and irrigation details will also be

included as part of this task. It is assumed the Tree Disposition and Mitigation Plan will be 11 sheets.

## **Task 5 – Construction Documents for Canal Bank Stabilization**

Based on the information collected as part of Tasks 1 through 4, ADA will prepare construction plans and specifications for the proposed Dressels Canal bank stabilization. The construction plans submitted will include a project key sheet, typical sections, quantities sheets, plan sheets, cross-section sheets, stormwater pollution prevention plans, tree disposition plans (if required) and construction details. To the maximum extent practical, technical specifications will be included within the plans. It is assumed that the City will provide samples of Division 0 and Division 1 in electronic format, with applicable City construction contract procurement language, General Requirements and Special Conditions. ADA will revise Divisions 0 and 1 to include project specific language and will use this information to prepare the construction contract package.

ADA will retain Terracon for assistance in the development of the plans and technical specifications. Terracon will provide typical design sections (including dimensions, elevations, and slope angles) for the stabilization method(s) chosen for the work.

ADA will submit three (3) sets of construction contract documents (plans and specification) for review and comment by the City at the 60 and 90 percent completion milestones. The following are the items will be included with each submittal:

### **60% Submittal**

- Geotechnical Report
- Cover Sheet
- General Notes Sheet
- Legend and Abbreviations Sheet
- Summary of Quantity Sheet
- Key Map
- Survey Control Plan including r/w limits and existing above ground features
- Typical Section Sheet
- Plan Sheets (1"=40')
- Cross Section Sheets
- Detail Sheets
- Tree Disposition Plans
- Planting Detail Sheets
- Opinion of Probable Construction Cost
- Technical Specifications

**90% submittal**

- Cover Sheet
- General Notes Sheet
- Legend and Abbreviations Sheet
- Summary of Quantity Sheet
- Key Plan
- Survey Control Plan including r/w limits and existing above ground features
- Typical Section Sheet
- Plan Sheets (1"=40')
- Cross Section Sheets
- Pollution Prevention Plans
- Detail Sheets
- Tree Disposition Plans
- Planting Detail Sheets
- Opinion of Probable Construction Cost
- Contract Documents (Division 0 and Division 1)
- Technical Specifications

Once these phase submittals are completed and applicable comments addressed, ADA will submit one set of reproducible construction contract documents (i.e. 100 percent plans and technical specifications) and two (2) sets of signed and sealed plans. It is assumed that the City will be responsible for reproducing construction contract documents and advertising to solicit bids from qualified contractors. It is assumed that the City will distribute construction contract documents during the bid and advertise period. Bid and award services are included as part of Task 7 of this scope of work.

**Task 6 – Permitting Coordination**

ADA will also assist the City in processing a Class III permit application and Tree Removal or Relocation permit (if required) from Miami-Dade County Department of Regulatory and Economic Resources (DRER). As part of this task, ADA will attend two (2) pre-application meetings with DRER to address any potential permit issues that could arise during the permit review process. ADA will address comments from DRER staff until the permit is acquired.

**Task 7 – Bid and Award Services**

ADA will provide limited post design services up-to the project bid and award. ADA will respond to requests for information (RFI) during the bid process. ADA will also help the City with the evaluation of bids and recommendations. ADA's scope for the anticipated Post Design Services consists of the following tasks and assumptions:

1. ADA will participate in one pre-bid meeting. The man-hour budget assumes that ADA's Project Manager and Senior Project Engineer will attend this meeting for a

total of up-to four hours. The ADA will be responsible for coordinating and assisting with the preparation of agenda and meeting minutes for this meeting.

2. ADA will respond to RFIs from potential bidders regarding the bid documents. It is assumed that each RFI will take two hours to respond.

## **II. SCHEDULE**

ADA will complete the work outlined in Tasks 1 through 6 of the Scope of Work within eight (8) months from notice to proceed. Completion of Task 7 will depend on the timeframe of the project bid and award.

## **III. EXCLUSIONS**

The services outlined below are not included as part of the Scope of Work, although additional service agreements can be executed to assist the City with these services if necessary:

- Canal dive inspections
- Ground-penetrating radar investigations
- Prepare presentation boards for or advertise Community workshops or open-house meetings
- Hydraulic engineering analyses of canals
- Assessment of other canal sections
- Update the 10-year Canal Bank Capital Improvement Plan developed in the 2008 Canal Feasibility Report
- Presentation to City Council
- Distributing Contract Documents for bidding
- Scheduling services
- Construction management services
- Preparing construction “record drawings” or “as-built drawings”

## **IV. COMPENSATION**

ADA will be compensated for the services described above on a time and material basis not to exceed \$219,927.74, in accordance with the General Engineering/Architectural Services (RFQ 2016-19) agreement between the City and ADA. The attached man-hour/fee estimate shows the hours and costs associated with each of the tasks outlined in the Scope of Work and applicable sub-consultant fees. Attached are also the proposals from FRA, Terracon, and RGD.

Mr. Carlos Arroyo  
RE: Proposed Canal Bank Remediation and Stabilization Design Services – Year 7  
Page 8 of 8

We look forward to assisting the City on this important project assignment. If you have any questions or need additional information, please do not hesitate to contact Abbie Wilson, P.E. at (305) 514-0844 or me at (305) 514-0842.

Sincerely,

**A.D.A. ENGINEERING, INC.**



Alex Vazquez, P.E.  
Project Manager/  
Vice President

Enclosures: Man-hour/Fee Estimate  
FRA Proposal for Surveying Services  
Terracon Proposal for Geotechnical Services  
RGD Proposal for Landscape Architectural Services





CITY OF DORAL

GENERAL ENGINEERING / ARCHITECTURAL SERVICES RFQ 2016-19

Canal Bank Remediation and Stabilization Design Services – Year 7:  
Northline Canal from NW 97th Avenue to NW 87th Avenue and Residential  
Section Located between NW 102th Avenue and NW 97th Avenue

FEE ESTIMATE

Estimate Date: 12/1/2016

WORK ACTIVITY (ADA)	ADA Employee Classification and Hourly Rates					TOTAL HOURS	TOTAL ADA LABOR COST	ESTIMATED EXPENSES <sup>1</sup>	TOTAL FEE
	Project Manager QA/QC	Sr. Engineer	Project Engineer/ GIS	CADD Technician	Admin. Assistant				
HOURLY RATE	\$200.00	\$160.00	\$125.00	\$100.00	\$75.00				
<b>Task 1 – Project Coordination and Data Collection</b>	5	32	34			71	\$ 10,370.00	\$ 311.10	\$ 10,681.10
1.1 Attend kick-off meeting	2	2	2			6	\$ 970.00	\$ 29.10	\$ 999.10
1.2 Collect and Evaluate Available Data from City	1	2	4			7	\$ 1,020.00	\$ 30.60	\$ 1,050.60
1.3 Perform a 1/2 ay Field Reconnaissance Site Visit (2 sites)		8	8			16	\$ 2,280.00	\$ 68.40	\$ 2,348.40
1.4 Attend Coordination Meetings with City (8 meetings, 2 hr. each)		16	16			32	\$ 4,560.00	\$ 136.80	\$ 4,696.80
1.5 Attend meetings with MDCPWD (2 meetings, 2 hr. each)	2	4	4			10	\$ 1,540.00	\$ 46.20	\$ 1,586.20
<b>Task 2 – Canal Cross-Sections and Topographical Survey</b>	1	2	4			7	\$ 1,020.00	\$ 30.60	\$ 1,050.60
2.1 Coordination with Project Surveyor	1	2	4			7	\$ 1,020.00	\$ 30.60	\$ 1,050.60
<b>Task 3 - Subsurface Exploration and Geotechnical Investigation</b>	1	2	4			7	\$ 1,020.00	\$ 30.60	\$ 1,050.60
3.1 Coordination with Geotechnical Engineer	1	2	4			7	\$ 1,020.00	\$ 30.60	\$ 1,050.60
<b>Task 4 - Tree Disposition and Mitigation Plan</b>	1	2	4	12		19	\$ 2,220.00	\$ 66.60	\$ 2,286.60
4.1 Coordination with Landscape Architect	1	2	4	12		19	\$ 2,220.00	\$ 66.60	\$ 2,286.60
<b>Task 5 – Construction Documents for Canal Bank Stabilization</b>	12	57	296	440	4	809	\$ 92,820.00	\$ 2,784.60	\$ 95,604.60
5.1 Prepare 60% Plans (55 sheets)	2	24	120	240		386	\$ 43,240.00	\$ 1,297.20	\$ 44,537.20
5.2 Prepare 60% Specifications (modify Doral Standard Specs)	1	4	32		1	38	\$ 4,915.00	\$ 147.45	\$ 5,062.45
5.3 Prepare 60% Opinion of Probable Construction Cost	1	2	16		1	20	\$ 2,595.00	\$ 77.85	\$ 2,672.85
5.4 Prepare 90% Plans (55 sheets)	4	16	80	120		220	\$ 25,360.00	\$ 760.80	\$ 26,120.80
5.5 Prepare 90% Specifications	2	2	24		1	29	\$ 3,795.00	\$ 113.85	\$ 3,908.85
5.6 Prepare 90% Opinion of Probable Construction Cost	1	1	4		1	7	\$ 935.00	\$ 28.05	\$ 963.05
5.7 Prepare 100% Contact Documents (1 set)	1	8	20	80		109	\$ 11,980.00	\$ 359.40	\$ 12,339.40
<b>Task 6 - Permitting Coordination</b>	2	8	28	8	1	47	\$ 6,055.00	\$ 181.65	\$ 6,236.65
6.1 Attend Pre-Application Meeting with DRER	1	4	4			9	\$ 1,340.00	\$ 40.20	\$ 1,380.20
6.2 Assist City in Submittal to Miami-Dade County DRER & 1 RAI Responses	1	4	24	8	1	38	\$ 4,715.00	\$ 141.45	\$ 4,856.45
<b>Task 7 - Bid and Award Services</b>	5	10	18		4	37	\$ 5,150.00	\$ 154.50	\$ 5,304.50
7.1 Attend one Pre-Bid Meeting at the City	4	4				8	\$ 1,440.00	\$ 43.20	\$ 1,483.20
7.2 Prepare pre-bid meeting agenda and meeting minutes		2	6		2	10	\$ 1,220.00	\$ 36.60	\$ 1,256.60
7.3 Respond to 2 Requests for Additional Information (RFI's)	1	4	12		2	19	\$ 2,490.00	\$ 74.70	\$ 2,564.70
<b>Total Hours</b>	27	113	388	460	9				
<b>Total Fee</b>	\$5,400.00	\$18,080.00	\$48,500.00	\$46,000.00	\$675.00	997	\$ 118,655.00	\$ 3,559.65	\$ 122,214.65

Notes: 1- Expenses assumed at 3% of labor

WORK ACTIVITY (SUB CONSULTANT)	SUMMARY OF TOTALS			
	Sub Consultant Fee	Management Fee	Total Fee	Notes
Task 2 – Canal Cross-Sections and Topographical Survey	\$ 67,665.08	\$ 6,766.51	\$ 74,431.59	See attached fee estimate
Task 3 - Geotechnical Analysis	\$ 13,965.00	\$ 1,396.50	\$ 15,361.50	See attached fee estimate
Task 4 - Tree Disposition and Mitigation Survey	\$ 7,200.00	\$ 720.00	\$ 7,920.00	See attached fee estimate
	\$ 88,830.08	\$ 8,883.01	\$ 97,713.09	

Note: Management Fee is 10% of Subconsultant Fee

TOTAL FEE WORK AUTHORIZATION = \$219,927.74



**R. ALEMAN**

& Associates, Inc.

CONSULTING ENGINEERS & SURVEYORS  
www.FR-Aleman.com

10305 NW 41 Street, Suite 200  
Miami, Florida 33178  
TEL: (305) 591-8777  
FAX: (305) 599-8749

October 21, 2016

**Alex Vazquez, PE**

*Vice President*

**A.D.A. Engineering, Inc.**

8550 NW 33 Street, Suite 202

Doral, Florida 33122

T (305) 551-4608 x324 / F (305) 551-8977 / C (786) 412-2688

www.adaeng.net

**RE: Canal Bank Remediation and Stabilization Design Services – Year 7:  
Northline Canal from NW 97<sup>th</sup> Avenue to NW 87<sup>th</sup> Avenue and  
Residential Section West of NW 97<sup>th</sup> Avenue and South of NW 52<sup>nd</sup>  
Street**

Dear Mr. Vazquez:

As a follow up on your e-mail of October 14, 2016 please find attached the proposal for performing Survey Cross Sections at City of Doral Canals.

**SCOPE:**

**Re: Topographic Survey for Canal Bank Remediation and Stabilization  
Design Services – Year 7:**

1. Canal from NW 97<sup>th</sup> Avenue to NW 87<sup>th</sup> Avenue ( $\pm 5,165$  LF of canal).
2. Residential Section West of NW 97<sup>th</sup> Avenue and South of NW 52<sup>nd</sup> Street ( $\pm 1,555$  LF of canal).

FR Aleman & Associates (FR) will obtain approximately  $\pm 135$  **cross-sections** across the Canal at 50-ft. intervals. The cross-sections will be tied to **State Plane Coordinates North American Datum 83/89 (NAD83-90)** and refer to **National Geodetic Vertical Datum of 1929 (NGVD29)**.

Additionally, FRA will obtain all above-ground features within the Canal right of way including: trees, fencing, headwalls, culverts, utility poles, etc. in the topographic survey.

FRA will also retrieve right of way information; certified section corners and township range sheets are available from the Miami-Dade County Department of Regulatory and Economic Resources (DRER). A map will be prepared showing the canal right of way lines and any recorded easements, per DRER right of way maps. Any recorded easement not shown on existing Plat Books will not be plotted. Right of way information will be in Real Coordinates (NAD83-90), and will be related to existing cross section information obtained. FRA will also

establish a construction baseline at approximately 50-ft intervals to support the preparation of design plans.

**SURVEY FEE:**

**CANAL BANK REMEDIATION (YEAR 7)**

- Section 1 Canal from NW 97<sup>th</sup> Avenue to NW 87<sup>th</sup> Avenue at ±5,150 LF, (±103 Cross-Sections)

Activity			Rates	
Field Crew 3 men (RTK) Control on (NAD83-90)	3	DAYS	\$1,415.00	\$4,245.00
Field Crew (3 Man)	25	DAYS	\$1,200.00	\$30,000.00
Surveyor Computer	18	HOURS	\$85.36	\$1,536.48
Draftperson	70	HOURS	\$75.00	\$5,250.00
Principal Surveyor	22	HOURS	\$150.00	\$3,300.00
<b>TOTAL</b>				<b>\$44,331.48</b>

- Residential Section West of NW 97<sup>th</sup> Avenue and South of NW 52<sup>nd</sup> Street Section 2 at ± 1,550 LF, (±30 Cross-Sections)

Activity			Rates	
Field Crew 3 men (RTK) Control on (NAD83-90)	2	DAYS	\$1,415.00	\$2,830.00
Field Crew (3 Man)	12	DAYS	\$1,200.00	\$14,400.00
Surveyor Computer	10	HOURS	\$85.36	\$853.60
Draftperson	42	HOURS	\$75.00	\$3,150.00
Principal Surveyor	14	HOURS	\$150.00	\$2,100.00
<b>TOTAL</b>				<b>\$23,333.60</b>

The Total Lump Sum for the survey activities, including the Canal Cross-sections and Topographic Survey along Canal Section 1 and Canal Section 2 as described above will be \$67,665.08 (Sixty Seven Thousand, Six Hundred and Sixty Five with 08/100)

**DELIVERY:**

The Survey information will be delivery in CADD format within 8-10 weeks days from Notice to Proceed, bearing adverse weather conditions.

Total Survey Activities will be performed by a

Please, if you have any questions, give us a call.  
Sincerely,

*Frank Paruas*

Frank Paruas, PSM.  
Project Surveyor

October 18, 2016

Alex Vazquez, P.E.  
A.D.A. Engineering, Inc.  
8550 NW 33<sup>rd</sup> Street, Suite 202  
Doral, Florida 33122

Telephone: 305.551.4608  
E-mail: avazquez@adaeng.net



Proposal No. PHD165147

RE: Proposal for Design Level Geotechnical Engineering Services  
Canal Bank Remediation & Stabilization Project, Year 7  
City of Doral, Florida

Dear Mr. Vazquez:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to A.D.A. Engineering, Inc. (ADA) to provide design level geotechnical engineering services for the above-referenced project. Terracon's work is being provided in concert with ADA in preparation of plans and specifications related to canal bank stabilization for specific portions of the canal system within the City of Doral.

## 1.0 PROJECT INFORMATION

For this project, Year 7 is comprised of two sections which are defined as follows:

1. Section 1 – Northline Canal, between NW 97<sup>th</sup> Avenue and NW 87<sup>th</sup> Avenue, a distance of approximately one mile. This canal borders and parallels NW 25<sup>th</sup> Street. Current plans by Miami Dade Public Works Department indicates that the south bank of the canal (north border of NW 25<sup>th</sup> Street) will be supported by sheet piling, designed and constructed by others. For this reason, only the north side of the canal will require bank stabilization.
2. Section 2 – This section includes the canal between the Village of Doral Lakes residential community (NW 51<sup>st</sup> Terrace) and Hole No. 1 of the Silver Fox Golf Course. This section is located just west of NW 97<sup>th</sup> Avenue and south of NW 52<sup>nd</sup> Street. Only the north bank of this canal section will be designed for canal bank stabilization.

Prior subsurface exploration in the project vicinity has found relatively shallow depths of granular fill over thin depths of organic soils and then limestone.



Terracon Consultants, Inc. 1225 Omar Road, West Palm Beach, Florida  
P 561.689.4299 F 561.689.5955

Geotechnical



Environmental



Construction Materials



Facilities

## 2.0 SCOPE OF SERVICES

### 2.1. Base Geotechnical Services

The design level geotechnical engineering work will involve the following tasks.

1. Engineering Site Visit – Representatives of Terracon will visit the project site and map the existing conditions in light of potential remedial work to stabilize the canal banks. We anticipate that this site visit will be accomplished in a single day.
2. File Review - We will complete a review of subsurface profiles previously completed by this office within the project vicinity.
3. Additional Subsurface Exploration
  - Supplement existing subsurface data with three Standard Penetration Test (SPT) borings drilled along the canal bank locations. The SPT borings will be drilled within the existing canal Right-of-Way or along nearby roadways.
  - We anticipate that limited maintenance of traffic will need to be established to conduct the work safely and with minimal impact on local traffic.
  - Samples from the borings will be examined in the laboratory and classified in accordance with the Unified Soil Classification System (ASTM D 2487). Representative samples will be tested for index properties such as moisture content, organic content and grain size distribution.
  - Prepare and submit a technical memorandum that includes the results of the factual data for the borings drilled for this study. This report will be amenable to inclusion into the contract documents for bidding.
4. Evaluation of Slope Stability
  - We will work with ADA in the design of typical sections for the canal bank stabilization.
  - The canal bank slope stability will be checked using the typical sections, the subsurface data from subsurface explorations, and the existing canal cross sections. The computer program Slope/W will be utilized to determine the slope stability at specific locations that are considered to be representative of the conditions in the field. We envision that up to 8 cross sections will be evaluated for slope stability.
5. Assistance with Plans & Specifications

We will work with ADA in the development of construction drawings, details and specifications that would become part of the bid package.
6. Meetings

We will meet with the design team to discuss the progress of the work and changes (if any) to the design as it unfolds. We have budgeted time for two meetings.

## 2.2 Safety - *IIF*

At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people and others, who we value for who they are and what they do. *IIF* is not just something we do, it's in everything we do.

As part of our *IIF* process, we will prepare a "Pre-Task Plan" for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan will identify and prepare our personnel to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personnel as well as others, we look at each site individually to identify the potential concerns.

## 2.3 Schedule

We can begin the work within approximately two weeks after receiving notice to proceed and expect to complete the engineering site visit, file review and subsurface exploration within two weeks thereafter. The slope stability evaluation will be performed over a one month period, provided that we have the surveyed cross sections and design cross sections in hand. Plan and specification development will be consistent with ADA's schedule. We will be available for meetings on an on-call basis.

## 3.0 COMPENSATION

Based upon our understanding of the proposed construction and our general knowledge of the subsurface conditions of the site area, we propose to perform the work described herein for a lump sum amount of **\$13,965**. An itemized breakdown of this amount is provided on Attachment 1. The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

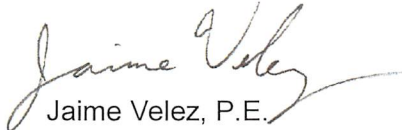
## 4.0 AUTHORIZATION

If this proposal meets with your approval, kindly send your task order using this document as an attachment.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please call.

Sincerely,

**Dunkelberger Engineering & Testing,  
A Terracon Company**



Jaime Velez, P.E.  
Senior Geotechnical Engineer



Kevin E. Aubry, P.E.  
Senior Associate

Attachments: 1 - Fee Estimate

ATTACHMENT 1

Project Name: City of Doral Canal Bank Stabilization Project - Year 7				Terracon Consultants, Inc.								
Client: A.D.A. Engineering Inc.				1225 Omar Road								
Dunkelberger Project No.:				West Palm Beach, Florida 33405								
Date: October 18, 2016				Ph: (561) 689-4299				Fx: (561) 689-5955		Contact: Kevin E. Aubry, P.E.		
Geotechnical Services		Contract Amount			Previously Completed		Completed This Invoice		Completed to Date		Remaining on Contract	
	Qty	Unit	Price	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
<b>Task 1 - Engineering Site Visit</b>												
Sen. Project Engineer/Scientist	8	HR	\$125.00	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$1,000.00
Travel Expenses	1	Day	\$75.00	\$75.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$75.00
<b>Subtotal</b>				<b>\$1,075.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$1,075.00</b>
<b>Task 2 - File Review</b>												
Sen. Project Engineer/Scientist	2	HR	\$125.00	\$250.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$250.00
<b>Subtotal</b>				<b>\$250.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$250.00</b>
<b>Task 3 - Additional Subsurface Exploration</b>												
Stake Borings and Utility Clearance	6	HR	\$85.00	\$510.00	0	\$0.00	0	\$0.00	0	\$0.00	6	\$510.00
Drilling Rig Mobilization	1	EA	\$350.00	\$350.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$350.00
SPT Borings	90	FT	\$15.00	\$1,350.00	0	\$0.00	0	\$0.00	0	\$0.00	90	\$1,350.00
Grout Seal Boreholes	90	FT	\$5.00	\$450.00	0	\$0.00	0	\$0.00	0	\$0.00	90	\$450.00
Maintenance of Traffic	0	Day	\$350.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Moisture Content Tests	4	EA	\$10.00	\$40.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$40.00
Organic Content Tests	4	EA	\$35.00	\$140.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$140.00
Grain Size Tests	4	EA	\$65.00	\$260.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$260.00
Field Engineering Inspections	8	HR	\$85.00	\$680.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$680.00
Tech Memo - Factual Data Report	1	LS	\$1,000.00	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$1,000.00
<b>Subtotal</b>				<b>\$4,780.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$4,780.00</b>
<b>Task 4 - Evaluation of Slope Stability</b>												
Principal Engineer	4	HR	\$165.00	\$660.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$660.00
Sen. Project Engineer/Scientist	12	HR	\$125.00	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$1,500.00
Project Engineer/Scientist	24	HR	\$100.00	\$2,400.00	0	\$0.00	0	\$0.00	0	\$0.00	24	\$2,400.00
Staff Engineer/Scientist	0	HR	\$85.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
CADD Drafting	0	HR	\$80.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Word Processing & Clerical	0	HR	\$50.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>Subtotal</b>				<b>\$4,560.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$4,560.00</b>
<b>Task 5 - Assistance with Plans &amp; Specs</b>												
Principal Engineer	4	HR	\$165.00	\$660.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$660.00
Sen. Project Engineer/Scientist	12	HR	\$125.00	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$1,500.00
Project Engineer/Scientist	0	HR	\$100.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Staff Engineer/Scientist	0	HR	\$85.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
CADD Drafting	0	HR	\$80.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Word Processing & Clerical	0	HR	\$50.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>Subtotal</b>				<b>\$2,160.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$2,160.00</b>
<b>Task 6 - Meetings</b>												
Principal Engineer (2 meetings)	6	HR	\$165.00	\$990.00	0	\$0.00	0	\$0.00	0	\$0.00	6	\$990.00
Travel Expenses	2	EA	\$75.00	\$150.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$150.00
<b>Subtotal</b>				<b>\$1,140.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$1,140.00</b>

**Total Fee Estimate \$13,965.00**



October 20, 2016

Alex Vazquez  
**A.D.A. Engineering, Inc.**  
1800 Old Okeechobee Road, Suite 202  
West Palm Beach, Florida 33409

**RE: Doral Canal Bank Tree Assessment – Year 7**

Dear Alex,

We appreciate being invited to participate in the design of your project located within the City of Doral along the north side of the canal from NW 97th Avenue to NW 87th Avenue and the north side of the canal abutting residential section West of NW 97th Avenue and South of NW 52nd Street (as shown in the attached sketch) in Doral, FL.

#### **I. SCOPE OF SERVICES**

Rosenberg Gardner Design (RGD) shall provide the following landscape architectural services for your project:

- 1) RGD will prepare an inventory of the existing trees along the north side of each of these canal sections noting trees to be removed or relocated based on ADA Engineering's identification of trees in conflict with proposed construction. RGD's inventory will list species, quantities and sizes and whether the tree should be removed or relocated. A topographic survey will be used to identify tree species and size for trees along the south side of the canal. For those trees to be relocated, full relocation specifications will be provided. Trees will be relocated within the site if there is room available. RGD will show these new locations on the plan. If there is insufficient room on site then these trees will be relocated to another area off site within the City of Doral. RGD will provide the information regarding species, quantities and sizes to the City but will not prepare plans for all of the new locations.
- 2) RGD will attend up to three (3) meetings during the design phase. Attendance at additional meetings will be billed hourly, recorded portal to portal.
- 3) RGD will prepare plans on a base Site Plan provided by **A.D.A. Engineering**. Any changes to RGD plans required by changes to the Site Plan shall be billed hourly. Any changes to RGD plans required as a result of comments concerning our design by Review Boards or government staff shall be made at no additional cost.

#### **II. CLIENT'S RESPONSIBILITIES**

The Client shall provide any required site surveys, as-built drawings, soil tests, as well as architectural and engineering services as required.

RGD will prepare any necessary documents necessary to receive permits. **RGD will not be responsible to submit the plans through the governing agencies.**

### III. FEES

1) The fee shall be \$ 7,200 payable as follows:

- \$ 3,600 - upon submission of 50% Construction Document drawings
- \$ 3,600 - upon submission of 100% Construction Document drawings

2) Hourly rates are as follows (time recorded portal to portal):

- \$175/hr for Principal Landscape Architect
- \$125/hr for Project Manager
- \$ 85/hr for Landscape Designer
- \$ 50/hr for Staff

3) Reimbursable expenses shall be billed at actual cost for plan-reproduction, courier fees, postage and handling and any out-of-town traveling expenses connected with the project. Prints created in-house by RGD for submittal will be charged at \$ .10 each for 11x17 sheets, \$2.00 each for D size sheets (24"x36") and \$ 2.50 each for E size sheets (30"x42"). In-house coordination prints shall not be submitted for reimbursement.

4) **ALL ACCOUNTS ARE DUE AND PAYABLE IN FULL UPON SUBMISSION OF INVOICE TO CLIENT.**

5) A Late Payment Charge of 1.5% per month will be added to all invoices past due.

6) If it becomes necessary incur collection fees and/or employ the services of an attorney to collect debt, then such fees shall be paid by the client.

### IV. ADDITIONAL SERVICES

1) Any revisions to our drawings, specifications or other documents required as a result of changes to base plans or other information or instructions provided to RGD from the Client or his Architect or Engineer, shall be billed on an hourly basis at our current hourly rates. Any additional services requested by the Client shall also be billed on an hourly basis.

2) When RGD is contracted to prepare plans for the layout and design of roof top hardscape amenities, plantings and irrigation, the Client shall provide the services of a structural engineer. RGD shall rely upon the advice of the engineer for information as to the roof structure's weight bearing capacity, roof drainage, waterproofing systems, etc. RGD shall not be responsible for the preparation of structural, mechanical or electrical construction plans for the roof top areas. RGD is not responsible for any construction operations during installation of elements designed by RGD that damage the structure, waterproofing or clog drains.

- 3) When RGD is contracted to prepare plans for projects that are attempting to achieve LEED credentialing, RGD will make calculations, specify qualifying materials and make recommendations necessary to apply for any points relating to RGD's disciplines. RGD makes no guarantee that these points will be granted.

**V. TERMINATION**


This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, RGD shall be paid its compensation for service performed to the termination date including reimbursable expenses then due. The client may not, at any time, use or allow the use of any work which is either incomplete in any respect, or is not fully paid for, even if complete.

The persons executing this agreement warrant and represent that they are authorized to enter into this Agreement on behalf of the person or entity for whom they are signing.

We look forward to being of service to you.

This agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**ROSENBERG GARDNER DESIGN**

By:   
Ken Gardner For the Firm

Client: \_\_\_\_\_  
(Individually and as a Corporate Representative): Signature

\_\_\_\_\_  
Name & Title Printed



**Figure 1: Section 1 - Northline Canal from NW 97<sup>th</sup> to NW 87<sup>th</sup> Avenue**



**Figure 2: Section 2 - Residential Section**



*Corporate Office*  
8550 NW 33<sup>rd</sup> Street, Suite 202  
Doral, Florida 33122  
T 305.551.4608  
F 305.551.8977  
[www.adaeng.net](http://www.adaeng.net)

December 1, 2016

Mr. Carlos Arroyo  
Assistant Public Works Director  
City of Doral  
Public Works Department  
8300 NW 53<sup>rd</sup> Street, Suite 200  
Doral, Florida 33166

**RE: Construction Engineering Inspection (CEI) Services – Year 7:  
Northline Canal from NW 97th Avenue to NW 87th Avenue and Residential  
Section Located between NW 102th Avenue and NW 97th Avenue**

Dear Mr. Arroyo:

Per your request, A.D.A. Engineering, Inc. (ADA) is pleased to submit this Service Order proposal for limited Construction Administration services associated Year 7 of the Canal Capital Improvement Plan (CCIP) outlined in the May 2008 Canal Feasibility Study Report (CFSR). This Service Order will be an integral part of the General Engineering/Architectural Services (RFQ 2016-19) agreement between the City of Doral (City) and ADA.

ADA will retain A&P Consulting Transportation Engineers (APCTE) for the construction management phases for this project which includes two sections of Year 7 of the City's CCIP. Section 1 includes the section of the Northline Canal between NW 97th and NW 87th Avenue (approximately 5,165 LF of canal). Section 2 includes approximately 1,555 LF of canal section between the Village of Doral Lakes residential community (NW 51st Terrace) and Hole #1 of the Silver Fox Golf Course. This section of canal is located just west of NW 97th Avenue and south of NW 52nd Street. **Figures 1 and 2** depict the limits of Sections 1 and 2, respectively.

This Service Order defines the scope of work, schedule, exclusions, and compensation for the professional engineering services associated with this project.



Figure 1: Section 1 - Northline Canal from NW 97<sup>th</sup> to NW 87<sup>th</sup> Avenue



Figure 2: Section 2 - Residential Section

## **I. GENERAL**

Pursuant to the Scope of Work of the Professional Service Agreement, APCTE will provide construction management services in support of the City of Doral Department of Public Works, for the above mentioned project. APCTE shall administer the contract for this project and provide field inspection and oversight services to ensure construction is in reasonable close conformance to the approved contract documents, specifications and plans and the City's policies and procedures. This includes but is not limited to any coordination between governing agencies, surrounding property owners, overseeing safety concerns, and ensuring compliance with MOT plans. In addition, APCTE will verify quantities installed by the Contractor and make payment recommendation to the City.

As part of this project ADA will respond to review shop drawings, address contractor RFIs, attend required project meetings, perform periodic site visits, certify construction at the end of the project, and approve as-built plans.

## **II. SCOPE OF WORK**

- A. Task 1- Pre-construction Meeting and Project Coordination
- B. Task 2- Job schedule review
- C. Task 3- Contractor Maintenance of Traffic (MOT) compliance
  - a. Review Safety Plans and MOT plans for compliance
  - b. Work Day review of MOT set up.
- D. Task 4- Contractor Control of Erosion and Sedimentation Plan
  - a. Review the Erosion and Sedimentation Control Plan
  - b. Inspection of the Plan compliance on a daily basis
- E. Task 5- Inspection of Installation of Bank Stabilization System
- F. Task 6- Inspection of Construction of Bicycle/Pedestrian Path
- G. Task 7- Material Testing Certification and Geotechnical Investigations if Needed
- H. Task 8- Inspection of Guard Rail Removal and Installation
- I. Task 9- Inspection of Sod Installation and final restoration
- J. Task 10- Utility coordination and Utility Damaged Report
- K. Task 11- Revision and approval of Monthly payments estimates
- L. Task 12- Conduct Construction Progress Meetings
- M. Task 13- Generate a daily report
- N. Task 14- Project Certification

### **Task 1- Preconstruction Meeting and Project Coordination**

APCTE will prepare and conduct a preconstruction meeting with the Contractor awarded with the job, the City of Doral and the utility companies to coordinate the oncoming work, identify and address any conflicts and clarify the Payment

Application Process with the City. In that meeting the Contractor should present the proposed job schedule for discussion as well as MOT Plans and Erosion Sedimentation Control Plan for review.

APCTE will coordinate with the Contractor to ensure that all field changes are incorporated in the as-built plans. ADA will perform periodic site visits to ensure that the construction meets the intent of the design. ADA and APCTE will coordinate and attend a substation completion meeting to identify applicable “punch list” items to be addressed by the Contractor.

ADA will review the as-built plans to be provided by the Contractor, and if the plans meet the minimum requirements, ADA will approve the as-built plans. ADA will also submit an engineering certification letter to close out the Miami-Dade County Class III permit.

#### **Task 2- Job Schedule Review**

APCTE will review and request the contractor for any change needed to be made to the proposed job schedule.

#### **Task 3- Contractor MOT Compliance**

APCTE will review the MOT plans received at the preconstruction meeting for compliance. APCTE also will review the contractor’s Maintenance of Traffic Plan and request the contractor for any changes needed to be made prior construction commencement. APCTE inspector will inspect on a daily basis the setup of the MOT on site to verify compliance with the MOT plan.

#### **Task 4- Contractor Control of Erosion and Sedimentation Plan**

APCTE will review the Erosion and Sedimentation Control Plan and will provide the contractor with any comments or amendments needed to be implemented by the contractor. Daily inspections on the site will ensure the contractor compliance with the Plan. Turbidity measurements will be done regularly through the project to verify the turbidity levels are kept below the 29 NTUs as well as the use by the contractor of Turbidity barriers in the work zone and the installation and good maintenance of the silt fence along the project.

#### **Task 5- Inspection of Installation of Bank Stabilization System**

The main objective of this task is to ensure the Canal Bank Stabilization System is constructed in reasonable close conformance to the approved contract plans and specifications. During the preparation of the banks the APCTE senior inspector in charge will be focused on the achievement of the desired slopes, the use of the approved methods and materials and the prevention of loose rocks or debris to fall



on the water body to control sedimentation and turbidity. In case of material accidentally falling into the canals the APCTE senior inspector will record and report the amount of material to assure its complete removal from the bottom of the canal before the contractor leaves the area. Special attention will be required during construction of the base for the staked canal bank stabilization to ensure a flat horizontal bottom surface to provide stable base for the whole system and prevent the No. 57 rock to roll down the canal. The non-woven geosynthetic installation will be inspected to ensure that it is spread out uniformly with no wrinkles and overlapped on the unions and the base as specified by the plans and specifications. The mix design number for the flowable fill to be used on the staked CBS as per plan requirements will be checked to ensure that it is structural fill. The quantities will be measured by trucks and the delivery tickets will be collected for the records.

As part of this task, APCTE will also coordinate with adjacent property owner to ensure property owners are not impacted and to address their concerns during construction.

The material to be used on every operation will require a Certification from the manufacturer or the supplier, which certifies that the material in question meets the criteria of quality called for in the contract documents to ensure it will perform as expected throughout the service period. A hard copy of this certification will be kept as part of the project records.

#### **Task 6- Inspection of Construction of Bicycle/Pedestrian Path**

APCTE senior inspector will inspect the layout of the path on site to verify if it was constructed following the intent of the plans and will notify the contractor of any deviation found.

Clearing and grubbing will consist on the removal of the first 12" inches of existing soil 12 feet wide to accommodate the subgrade. The CEI senior inspector will check the depth of the excavation and ensure the removal of any unsuitable material if it is found. Density tests and a Modified Proctor test will be done for the material to be used to verify the achievement of a density equal or greater than 95% of the Modified Proctor. A separate density logbook will be kept and density readings will be entered on the logbook for every lot of subgrade constructed.

The 6" thick rock base will be also tested for density following the same compaction criteria. Prior to the asphalt paving installation the rock base will be inspected for cross slope and straight edge compliance. The prime coat of the base will be checked for spread rate compliance verification as well as the asphaltic concrete spread rate. The asphalt density will be measured using the Marshall Density nuclear gage. The ON and OFF ramps on the sidewalks will be checked to verify ADA compliance.

**Task 7- Material Testing Certification and Geotechnical Investigations if Needed**

The Contractor will be responsible for performing all required testing. APCTE will contact the Testing Lab Services retained by the Contractor to perform the required material testing and will keep a record of Material Certifications for all the materials used in the project. APCTE will also verify that all testing meets the criteria outlined in the plans and specifications.

**Task 8- Inspection of Guard Rail Removal and Installation**

The guardrail removal and replacement will be also inspected to verify compliance with plans and specifications.

**Task 9- Inspection of Sod Installation and Final Restoration**

The APCTE senior inspector will ensure the contractor restores any damaged or impacted area to the existing conditions along the canal. The APCTE senior inspector will prepare a video record and take pictures of the whole area involved in the construction as well as sensitive areas in the vicinity of the project to provide image documentation of the existing conditions prior the construction activities taking place.

**Task 10- Utility Coordination and Utility Damaged Report**

The Utility Companies will be invited to the preconstruction meeting to discuss and address any conflict between their utility and the project. APCTE will proactively address all utility conflicts/issues to avoid impacts to the project. If, however, the contractor damages a utility during construction a corresponding Utility Damaged Report will be prepared by the APCTE senior inspector on the field.

**Task 11- Revision and Approval of Monthly Payments Estimates**

The APCTE Project Administrator will be responsible for the review and approval of contractor's monthly payment requests and engineering and entitlement analyses for change orders' approval.

**Task 12- Conduct Construction Progress Meetings**

The APCTE Project Administrator will prepare and conduct progress meetings with the contractor and City Representatives to discuss the job schedule compliance, MOT, environmental concerns and address any construction issue that might arise.

### **Task 13- Generate a Daily Report**

The APCTE senior inspector will generate a daily report and document events of relevance while performing tasks 4 through 10.

### **Task 14 – Project Certification**

APCTE will coordinate with the Contractor to ensure that all field changes are incorporated in the as-built plans. ADA will perform periodic site visits to ensure that the construction meets the intent of the design. ADA will review the as-built plans, and if they meet the minimum requirements, ADA will approve the as-built plans. ADA will also submit an engineering certification letter to close out the Miami-Dade County Class III permit.

## **III. SCHEDULE**

APCTE and ADA will submit the Deliverables and perform the Work in accordance with the construction schedule for the project. The proposal is for a contract duration time of 120 Calendar Days.

## **V. EXCLUSIONS**

The services outlined below are not included as part of the scope of work, although additional service agreements can be executed to assist the City with these services, if necessary:

- Assist with bid and award services
- Perform video inspection of existing canal system
- Attend commission meetings
- Prepare as-built plans
- Perform any geotechnical testing

## **VI. COMPENSATION**

ADA and APCTE shall perform the Work detailed in this Proposal for an Hourly Rate, Not to Exceed fee of \$137,158.70 in accordance with the General Engineering/Architectural Services (RFQ 2016-19) agreement between the City and ADA. The attached man-hour/fee estimate shows the hours and costs associated with each of the tasks outlined in the Scope of Work and applicable sub-consultant fees. Attached is also the proposal from APCTE.

This Proposal is based exclusively on the staff outlined in the attached Estimate of Work Effort Schedule. If multiple crews are used by the Contractor, APCTE may require additional construction inspectors to monitor simultaneous work. The City shall not be

Mr. Carlos Arroyo  
RE: Construction Engineering Inspection (CEI) Services – Year 7  
Page 8 of 8

liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount. Reimbursable Expenses if applicable, shall be utilized in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

We look forward to assisting the City on this important project assignment. If you have any questions or need additional information, please do not hesitate to contact Abbie Wilson, P.E. at (305) 514-0844 or me at (305) 514-0842.

Sincerely,

**A.D.A. ENGINEERING, INC.**



Alex Vazquez, P.E.  
Project Manager/  
Vice President

Enclosures: Fee Estimate  
APCTE Proposal



**CITY OF DORAL**  
**GENERAL ENGINEERING/ARCHITECTURAL SERVICES RFQ 2016-19**

**Construction Engineering Inspection (CEI) Services – Year 7:**  
**Northline Canal from NW 97th Avenue to NW 87th Avenue and Residential**  
**Section Located between NW 102th Avenue and NW 97th Avenue**

Date: 12/1/2016

WORK ACTIVITY	ADA Employee Classification and Hourly Rates						TOTAL HOURS	TOTAL ADA LABOR COST	ESTIMATED EXPENSES <sup>1</sup>	TOTAL FEE
	Project Manager	Senior Engineer	Engineer/ GIS	Project CADD Technician	Inspector	Admin. Assistant				
HOURLY RATE	\$200.00	\$160.00	\$125.00	\$100.00	\$87.00	\$75.00				
Task 1A – Pre-construction Meeting and Project Coordination	2	8	12			2	24	\$3,330.00	\$100	\$3,430
Task 1B – Approve Shop Drawing Submittals	2	12	10			2	26	\$3,720.00	\$112	\$3,832
Task 11 – Approve Contractor Pay Applications	2	8	8			2	20	\$2,830.00	\$85	\$2,915
Task 14A – Periodic Site Visits for Certification Purposes	6	32	40		80		158	\$18,280.00	\$548	\$18,828
Task 14B – Create Punchlist for Substantial Completion	2	4	8				14	\$2,040.00	\$61	\$2,101
Task 14C – Review and Approve As-Built Drawings	1	2	2	8			13	\$1,570.00	\$47	\$1,617
Task 14D – Produce Certification Letter to Close-out permit	1	2	2			2	7	\$920.00	\$28	\$948
Total Hours	16	68	82	8	80	8				
Total Fee	\$3,200.00	\$10,880.00	\$10,250.00	\$800.00	\$6,960.00	\$600.00	262	\$32,690.00	\$981	\$33,670.70

Notes: 1- Expenses assumed at 3% of labor

SUMMARY OF TOTALS				
Sub Consultant	Sub Consultant Fee	Management Fee	Total Fee	Notes
ACPTÉ	\$94,080.00	\$9,408.00	\$103,488.00	See attached fee estimates
<b>TOTALS</b>	\$94,080.00	\$9,408.00	\$103,488.00	

Note: Management Fee is 10% of Subconsultant Fee

TOTAL FEE WORK AUTHORIZATION = **\$137,158.70**

**ESTIMATE OF WORK EFFORT AND COST**

<b>PROJECT:</b> Northline Canal from NW 97th Avenue to NW 87th Avenue and Residential Section Located between NW 102th Avenue and NW 97th Avenue											
<b>PROJECT #:</b>		<b>DATE:</b> 10/17/16		<b>STAFF CLASSIFICATION</b>							
Job Classification				Project Engineer		Construction Insp.			Staff Hours by Activity	Salary Cost by Activity	Average Rate per Task
Staff				Hemberth Salazar		Jorge Abela					
Applicable Rate				Rate: \$38.00		Rate: \$30.00			Rate:		
<b>TASK</b>				<b>Man Hour</b>	<b>Cost/Activity</b>	<b>Man Hour</b>	<b>Cost/Activity</b>	<b>Man Hour</b>	<b>Cost/Activity</b>		
1	Canal Stabilization Year 7			400	\$15,200.00	800	\$24,000.00				
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
Total Staff Hours				400		800		0			
Total Staff Cost					\$15,200.00		\$24,000.00		\$0.00		\$0.00
Total % Work by Position				33.3		66.6		0			

Applied Multiplier by Contract	2.4	<b>TOTAL ESTIMATED COST</b>	<b>\$94,080.00</b>
--------------------------------	-----	-----------------------------	--------------------

**RESOLUTION No. 16-187**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKINGS OF RESPONDENTS TO RFQ #2016-19 "CANAL BANK STABILIZATION PROGRAM MANAGEMENT YEAR 7"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ADA ENGINEERING, THE TOP RANKED FIRM, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF PROGRAM MANAGEMENT SERVICES FOR YEAR 7 OF THE CANAL BANK STABILIZATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$400,000.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE SUCCESSIVE RANKED FIRMS IF AN AGREEMENT CAN NOT BE REACHED WITH THE TOP RANKED FIRM FOR NO MORE THAN THE NOT TO EXCEED AMOUNT; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in response to Request For Qualifications #2016-19 (the "RFQ") for "Canal Bank Stabilization Program Management: Year 7" (the "Project"), the City of Doral (the "City") received four (4) submittals by the July 28, 2016 deadline with all four (4) firms meeting the required criteria; and

**WHEREAS**, upon review of the qualifications, ADA Engineering, was considered the most qualified, responsive and responsible proposer (the "Contractor"); and

**WHEREAS**, Staff respectfully requests that the City Council approve the rankings of the respondents, authorize the City Manager to negotiate and enter into an agreement with ADA Engineering for the provision of Program Management services for Year 7 of the Canal Bank Stabilization Program, which includes design and CEI (Construction, Engineering, Inspection) services, in an amount not to exceed \$400,000.00, and to expend budgeted funds in furtherance hereof; and

**WHEREAS**, in the event an agreement cannot be successfully negotiated with ADA Engineering, Staff further requests that the City Council authorize the City Manager to negotiate and enter into an agreement with the next successive ranked firm for the same not to exceed price.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AS FOLLOWS:**

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

**Section 2. Approval.** The rankings of the respondents to the RFQ as follows is hereby approved:

1. ADA ENGINEERING
2. TYLIN INTERNATIONAL
3. JOHNSON ENGINEERING
4. GIANGRANDE ENGINEERING

The approval of these rankings does not confer any rights on any of the respondents.

**Section 3. Authorization.** The City Manager is hereby authorized to negotiate and enter into an agreement with ADA Engineering, the top-ranked firm, subject to approval by the City Attorney as to form and legal sufficiency, for the provision of Program Management of Year 7 of the Canal Bank Stabilization Program, in an amount not to exceed \$400,000.00. The City Council further authorizes the City Manager to negotiate and enter into an agreement with next successively ranked respondent if an agreement can not be reached with the top-ranked firm, also in an amount not to exceed \$400,000.00



in the event that an agreement cannot be negotiated with ADA Engineering. The City Manager is authorized to expend budgeted funds in furtherance hereof.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 14 day of September, 2016.

  
\_\_\_\_\_  
LUIGI BORIA, 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 & BIERMANN, P.L.  
CITY ATTORNEY