

WORK ORDER No. 6 FOR PROFESSIONAL SERVICES

TO: Kimley-Horn and Associates, Inc.
1221 Brickell Avenue, Suite 400
Miami, Florida 33131
(305) 673-2025

DATE: December 13, 2017

The City of Doral authorizes the firm of Kimley-Horn and Associates, Inc. to proceed with the provision of engineering services for the design of drainage improvements to NW 114th Avenue between NW 50th Street and NW 58th Street as of the date of this Work Order. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Doral dated February 23, 2015, 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 dated November 17, 2017 from Kimley-Horn and Associates, Inc. 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 \$49,875.70.

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 February 23, 2015 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: Kimley-Horn and Associates, Inc.

BY: [Signature]
NAME: Burt Baldo, PE
TITLE: Senior Vice President

OWNER: City of Doral

BY: [Signature]
NAME: Edward Rojas
TITLE: City Manager

WITNESSES: SEE

1. [Signature]
2. [Signature]

AUTHENTICATION:

BY: [Signature]
NAME: Connie Diaz
TITLE: City Clerk



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

BY: [Signature]
NAME: WEISS, SEROTA, HELFMAN, COLE,
& BIERMAN, PL
TITLE: City Attorney



November 17, 2017

Mr. Eugene Collings-Bonfill, P.E.
Assistant Public Works Director/Chief of Construction
City of Doral
8401 NW 53rd Terrace – Suite 200
Doral, FL 33166

**RE: *Proposal for Professional Engineering Consulting Services for
NW 114th Avenue From NW 50th Street to NW 58th Street Drainage Improvements
City of Doral, Miami-Dade County, Florida***

Dear Mr. Arroyo:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (“Agreement”) to the City of Doral (“Client”) for providing professional engineering consulting services for the above-referenced project. All work under this scope will be in accordance with the terms and conditions of Professional Services Agreement (General Engineering/Architecture Services), between the City of Doral and Kimley-Horn, dated February 23, 2015. Our project understanding, scope of services, schedule, and fees follow:

PROJECT UNDERSTANDING

1. Our proposed scope of services and fee proposal is based on the Client's request for the design of drainage improvements to NW 114th Avenue within the project limits from NW 50th Street to NW 58th Street. Currently, NW 114th Avenue within the project limits is an undivided paved road with curb and gutter and sidewalks on both sides. The existing right-of-way is approximately 75'. Per the initial coordination, a new self-contained interconnected drainage system of approximately 2,700 feet will be designed with associated modifications to the existing drainage system. Kimley-Horn will provide construction plans for the drainage improvements within the project limits.
2. As part of the scope of services, Kimley-Horn will conduct an on-site investigation to determine any above-ground features that could be in conflict with the proposed drainage.
3. Percolation tests are to be performed for design of exfiltration drains and pavement cores will be obtained to determine the existing pavement section to be used by the contractor to restore the pavement after installation of new drainage facilities.
4. A Drainage Survey will be performed to identify the type of structure, rim elevation, pipe invert elevation, pipe materials, direction, size and condition, as well as a detail of the inside box dimensions.
5. A bank of Ten (10) test holes will be performed to determine the horizontal and vertical location of existing utilities to avoid conflicts with proposed drainage.

6. If available, the City shall provide existing information, including existing plans (PDF and CAD format, if available) of ongoing and previous projects along and in the vicinity of the project.
7. Plans are to be prepared using Miami-Dade County Plans Preparation Format and Standards for Roadway Construction Projects.
8. It is anticipated that the proposed improvements will require approval from Miami-Dade County Regulatory and Economic Resources Department (RER).
9. The plans are to be submitted to RER for approval as one single package. Project phasing is not included in this proposal.
10. Proposed improvements will be designed in accordance with the requirements, standards and specifications of the City of Doral, Miami-Dade County and FDOT, where applicable. It is anticipated that this project will follow the Miami Dade County's standard requirements for 60%, and final plans review process.

SCOPE OF SERVICES

The scope of services for the project will be completed by Kimley-Horn and Associates, Inc. (Kimley-Horn) and their sub-consultants, Professional Service Industries, Inc. (Geotechnical Services) and M. G. Vera & Assoc., Inc. (Survey and Utility Locates Services) (See **Appendix "A"** – Sub-consultants' fee proposals).

TASK 01 – GEOTECHNICAL SERVICES

See Appendix "A", Sub-consultant Fee Proposal for Scope of Services.

TASK 02 – TOPOGRAPHIC SERVICES

See Appendix "A", Sub-consultant Fee Proposal for Scope of Services.

TASK 03 – ROADWAY CONSTRUCTION DOCUMENTS

Task 03 – A: Stormwater Improvements Concept Plans

Based on our preliminary coordination with the City, NW 114th Avenue (within the project limits) is crowned in the center with drainage inlets on both sides of the road. The runoff collected by the existing inlets will be conveyed to proposed French Drain interconnected systems. No drainage outfalls will be proposed.

Kimley-Horn will prepare preliminary plans with drainage improvements layout for review and coordination with the City to obtain concurrence prior to developing the 60% plans.

Deliverables:

Five (5) Plan sheets – 11" x 17" for NW 114th Avenue

TASK 03 – B: Construction Documents for Approved Drainage Layout (within project limits)

A base map of the existing conditions will be prepared, at a scale of 1" = 40', utilizing aerial background and field survey data. Kimley-Horn will develop the proposed drainage improvements within the roadway right-of-way. The design plan will show the geometric drainage layout over top of the aerial base.

Kimley-Horn will submit three (3) copies of the 60% plans to the City of Doral, prior to submitting the 60% plans to the RER, for distribution to the appropriate departments for their review. After sufficient review time, a meeting will be scheduled with the City and staff to review the 60% design plans. The purpose of the meeting will be to review the 60% plan comments, discuss revisions and design decisions. The 100% plans will incorporate comments from the City and RER.

Kimley-Horn will furnish the plans to each utility company known to operate within the project area with a request that each utility company return one set of marked-up plans, identifying horizontal and vertical locations of their facilities. Kimley-Horn will incorporate the markups related to location of existing utilities into the plans.

In general, the roadway construction plans and other deliverables will contain the following information:

Roadway

1. A cover sheet utilizing the standard Miami-Dade County cover sheet
2. Summary of quantities
3. Drainage improvements will be detailed on the plan sheets
4. General notes defining the basis of design and construction requirements will be provided
5. Existing utility information, as provided by the respective utility owners will be added to the plans
6. Miscellaneous Details not included in County or FDOT Standards
7. Stormwater Pollution Prevention Plan
8. Maintenance of Traffic (MOT) plans, including phasing notes, and phasing typical sections at 1"=40' scale. Detailed Maintenance of Traffic plans are not included.
9. Opinion of probable cost at 60%, and final submittal.

Estimated Number of Sheets: 14

Drainage

Kimley-Horn anticipates attending the following meetings as part of the construction documents design phase: One (1) meeting with Client staff for coordination and review comments. Kimley-Horn will attend one (1) coordination meeting with the Client and Miami-Dade County Regulatory and Economic prior to submitting the submittal package to RER for review and approval.

A hydraulic analysis will be conducted in the project area. During the analysis, the volume of stormwater runoff will be calculated from the design storm. Following the calculation of excess stormwater volume various methods, including on-site disposal, will be evaluated to provide water quality treatment within the project area. Methods previously developed for the County and RER will be used to predict stormwater pollutant loads and treatment capability.

Following the hydraulic analysis, Kimley-Horn will prepare a conceptual design for improvements to the stormwater collection and disposal systems within the project area. The conceptual design will include locations and preliminary size of disposal systems (e.g., French drains), and a listing of details to be included into drainage features.

Drainage deliverables will include the following:

1. Drainage Calculations
2. Drainage plan, to be shown on roadway plans.
3. Drainage structure sheets. These sheets will provide the information necessary to construct the proposed drainage improvements.
4. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the Florida Department of Transportation Standard Indexes or Miami-Dade County details.

Estimated Number of Sheets: 6

Signing and Pavement Marking

The Signing and Pavement Marking will be included in the roadway plans. In general, they include the following:

1. Summary of Signing and Pavement Marking Quantities and Notes, summarizing the anticipated work elements and their associated approximate quantities as well as notes relating to these elements.
2. Signing and Pavement Marking Plans: Signing and pavement markings will be detailed at a scale of 1" = 40'.

Estimated Number of Sheets: 0

Lighting

Lighting is not part of the scope

Estimated Number of Sheets: 0

Permitting

It is anticipated that Plans review and Approval will be required for the proposed drainage improvements from the following agencies:

1. Miami-Dade RER – Stormwater management permit
2. City of Doral Public Works review

Based on preliminary coordination with the City and review of aerials, the project is developed, no wetlands were identified within the project limits. Therefore, wetlands assessment and wetlands permitting are not anticipated.

Kimley-Horn will conduct a meeting with RER. During this meeting, the conceptual design will be reviewed as well as the technical approach to provide water quality treatment. Meeting minutes will be prepared and submitted to the Client.

Kimley-Horn will prepare and submit a package with Drainage Calculations and Plans to RER for review. The package will consist of the pre- and post-development runoff calculations, a schedule of proposed maintenance activities, and the engineering drawings. final response to comments (up to two [2] sets of review comments by RER) will be prepared within the Final construction documents. No other permits are anticipated or included in this scope of services. Contractor will be responsible for acquiring all required permits prior to initiating any work, including other permits not included herein.

All permit fees, plan review fees, and impact fees will be paid directly by the Client.

Existing Utilities

Using readily available utility record (as-built) drawings, Kimley-Horn will identify known existing underground utilities along the project corridor. During the course of design, potential conflicts between proposed improvements and known existing utilities will be identified and specific locations will be recommended to perform subsurface utility exploration along the project corridor. Based on prior experiences, identification of any potential utility conflicts during design is essential to avoid unnecessary delays during construction.

Specifications and Contract Documents

It is expected that the Miami-Dade County Standard Contract Documents and the Florida Department of Transportation Standard Specifications will be used for this project. The Client will incorporate these Technical Specifications into their bid documents.

Estimated Total Number of Sheets for Task 03-B: 12

TASK 04 – THE CLIENT’S ADDITIONAL SERVICES

Upon your authorization, we will provide any additional services that may be required beyond those described in **Tasks 01 through 03**. These services may include but are not limited to such items as the following:

- Phase I and Phase II Environmental Site Assessment
- Tree permitting/tree mitigation
- Wetlands permitting
- Utility Relocation/ Design and plans
- Resident Project Representative/CEI Services

- Bidding assistance
- Construction Phase Services
- Post Design Services (meetings, shop drawing reviews, contract clarifications, site observations, substantial completion review)
- Review of pay applications
- MOT plans other than described in Task 03
- Evaluation of contractor’s sub-divisions or Value Engineering Proposals
- Meetings, presentations, or coordination in addition to those described in Task 01 through Task 03 above
- Redesign required as a result of major change from scope of services described above
- Sketches and legal descriptions, if more than one dedication is needed
- Permit expediting
- Any work related to grants of easement or right-of-way acquisition
- Signalization
- Public Involvement
- Coordination with Utility Agencies for utility relocation
- Services not specifically included within “Scope of Services”

SCHEDULE

We will provide the above outlined services in an expeditious and orderly manner to meet the schedule mutually agreed to by the Client and Kimley-Horn and Associates, Inc. for the various elements of the project.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Tasks 01 through 03 on a time material basis with estimated labor fees shown below. Labor fee will be billed hourly on monthly basis, based on the standard hourly rate agreed between Kimley-Horn and the Client. Direct expenses, if required, will be billed at 1.15 of the cost. Expenses are in addition to the labor amount. Billing will be due and payable within twenty-five (25) days of receipt of invoice.

Task 04 will require a separate client signature for approval prior to beginning work. Tasks will be billed hourly, based on the standard hourly rate agreed upon between Kimley-Horn and the Client. Fees and expenses will be invoiced monthly based upon actual services performed and expenses incurred as of the invoice date. Billing will be due and payable within twenty-five (25) days of receipt of invoice.

Estimated Hourly Fees

Task	Description	Labor Fee
01	Geotechnical Services (See Scope in Appendix “A”)	\$2,450.00
02	Topographic Services (See Scope in Appendix “A”)	\$14,302.70
03	Roadway Construction Documents	\$33,123.00
Total Labor.....		\$49,875.70

Hourly Fees

Task	Description	Labor Fee
04	Additional Services	Hourly as Required

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions of the Professional Services Agreement (General Engineering/Architecture Services), between the City of Doral and Kimley-Horn, dated February 23, 2015, which is hereby incorporated by reference. If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and turn a copy for our records. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

With Kimley-Horn, you should expect more and will experience better. We appreciate the opportunity to provide these services to you. Please don't hesitate to contact Luis Cubas or me at (305) 673-2025 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Burt Baldo, PE
Senior Vice President

Attachments:
Appendix "A": Sub-consultants' Fee Proposals

Agreed to this _____ day of _____, 20__.

CITY OF DORAL (A Municipality)

By: _____

(Print or Type Name)

Title: _____
(As Authorized by Law)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

k:\mib_roadway\marketing\doral city of\nw 114th ave-north of nw 58th street\20171103 doral nw 114th avenue-nof nw 58th st scope+fee.ltr.docx

APPENDIX “A”

Subconsultants’ Fee Proposals



Geotechnical Services

Professional Service Industries, Inc.

November 17, 2017

KIMLEY-HORN & ASSOCIATES
355 Alhambra Circle, Suite 1400
Coral Gables, FL 33134

Attention: Mr. Luis G. Cubas, P.E.

Re: Proposal for Geotechnical Engineering Services
NW 114th Avenue Drainage Improvements
NW 114th Ave from NW 50th Street to NW 58th Street
Doral, Florida
PSI Proposal No.: 0397-228681

Dear Mr. Cubas:

In response to your request, **Professional Service Industries Inc., (PSI), an Intertek Company**, is pleased to submit this proposal to provide geotechnical engineering services for the above-referenced project. Included herein is our understanding of the proposed project along with a scope of services, fee estimate and anticipated schedule to complete the requested scope of services.

PROJECT INFORMATION

We understand the proposed project consists of approximately 2600 lineal feet of drainage improvements along Northwest 114th Avenue, extending from NW 58th Street to NW 50th Street in the city of Doral, Florida. Based on the information provided, the drainage improvements will be in the form of two (2) French drains installed along Northwest 114th Avenue. We also understand that our involvement with the project will only relate to the estimation of the hydraulic conductivity or permeability constant (k-value) and the thickness of the asphalt pavement along the proposed French drains alignments. Please note that Maintenance of Traffic (MOT) will be required for this project.

If any of this project information is incorrect or has changed, we need to be notified as soon as possible so we can determine if the changes impact our proposed scope of services.

SCOPE OF SERVICES

- Asphalt Pavement Cores & SPT Borings:

As requested, PSI will obtain four (4) asphalt pavement cores (one on each end of the proposed French drains. Three (3) Standard Penetration Test (SPT) borings will then be drilled and sampled to a depth of approximately 15 feet below grade. The SPT borings will be performed with a truck-mounted rig using rotary drilling procedures. Samples of the in-place materials will be recovered with a standard split barrel sample spoon driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test in accordance with ASTM D1586).

- Percolation Testing:

Three (3) percolation tests will then be performed (one at each of the boring/core locations). The percolation tests will be performed in general accordance with the South Florida Water Management District (SFWMD) procedures for the "Usual Condition Constant Head" Percolation Test.

After completion of drilling and percolation tests, the boreholes will be backfilled with excavated soil/rock, the surface patched and the site generally cleaned.

Underground utility clearance will be required prior to commencing the drilling of the borings. Therefore, PSI will contact "Sunshine One-Call" Service to obtain underground public utility clearance.

ENGINEERING/REPORTING

A geotechnical engineer will review the soil samples and representative samples will be tested for physical properties such as gradation, moisture content and organic content, if deemed necessary. The results of the field exploration and laboratory test results will be the basis for our geotechnical engineering report. The results of our work will be transmitted in an electronic report which will specifically contain information listed below:

1. A plan of the site showing the location of the asphalt cores, SPT borings, and percolation tests.
2. Logs of the exploratory borings will be provided, which furnish the results of the SPT sampling.
3. Groundwater level depth noted in our borings at the time of drilling.
4. Complete and provide results of the percolation tests (hydraulic conductivity value "k").
5. Pictures and thickness measurements of the asphalt cores.

If additional work beyond that outlined in this proposal is desired, PSI can provide the needed additional services on a unit price basis.

SCHEDULE AND FEES

Our study can begin one (1) day after we receive authorization to proceed. We will start drilling after underground utilities have been located and identified, which typically requires two (2) to four (4) business days. The field services will require one (1) day to complete. The written report of the subsurface exploration and engineering evaluation will be available within three (3) business days following the field demobilization. We estimate that our study will be completed within one (1) week from your notice to proceed.

Based on our general knowledge of the subsurface conditions near the proposed project site and our understanding of your requirements, we propose to complete the subsurface exploration and geotechnical engineering evaluation described in this proposal for a lump sum fee of **\$2,450.00**.

The geotechnical work proposed herein will be carried out in accordance with our **General Conditions** attached hereto.

CLOSURE

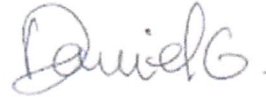
PSI appreciates your consideration of our firm for this project. To formally authorize us, kindly indicate so by providing us with a signed agreement of our proposal. We look forward to working with you on this project. If you have any questions or if you require additional information, please do not hesitate to contact us.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.
Certificate of Authorization No: 3684



Morgan Dickinson, P.E.
Regional Engineer/Principal Consultant



Daniel Gonzalez, E.I.
Staff Engineer

Attachment: General Conditions

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Topographic Services

M. G. Vera & Associates, Inc.



November 15, 2017

Kimley-Horn and Associates, Inc
1221 Brickell Avenue - Suite 400
Miami, FL 33131-3228

Project: NW 114th Ave Drainage Survey
Project Limits: Drainage structures along NW 114th Ave between NW 50th St and NW 58th St (2650-lf)

Survey Scope of Services

The survey scope is derived with the intention of providing a detail survey of the 8 sets of existing structures. The proposed Design Survey Scope of work includes the following design survey task:

Horizontal Control

Horizontal Control will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) of 1983 / 1990 Adjustment. Vertical Control will be established on NAVD 88 Datum.

Drainage Survey

A Drainage Survey will be performed, the survey will identify the type of structure, rim elevation, pipe invert elevation, pipe materials, direction, size and condition as well as a detail of the inside box dimensions

Cross Sections

Spot elevations will be performed at the low point, edge of pavement, crown of road adjacent to each structure

Topographic Survey

A 2D topographic survey will be performed along NW 114th Ave between NW 50th St and NW 58th St.

Notes:

- Tree positions will be located however no tree details will be provided.
- A tree survey is not a part of this scope of services

SUE

A bank of 10 test holes will be performed as directed by Kimley Horn

Man-hour breakdown

Survey Rates based on Miami - Dade Contract E15-DTPW-07	Units	Rate	Total
3-Person Survey Crew	6.0	\$1,344.79 / Day	\$8,068.74
Vac Truck (Test Holes)	10.0	\$364.22 / Day	\$3,642.20
Principal Surveyor	0.0	\$168.67 / Hour	\$0.00
Surveyor Computer	4.0	\$102.30 / Hour	\$409.20
Draft - Person	24.0	\$90.94 / Hour	\$2,182.56
MGV Survey Total			\$14,302.70

We look forward to providing our services and please contact me if you have any questions or require additional information.

Sincerely,

Manuel G. Vera & Associates, Inc.

Manuel G. Vera Jr. PSM

**FEE QUOTATION PROPOSAL FOR NW 114 AVENUE FROM NW 50TH STREET TO NW 58TH STREET
STORMWATER IMPROVEMENTS**

Consultant's Name: Kimley-Horn and Associates, Inc.
Project Number:
Project Length: 0.51 MILES

Prepared by: Luis Cubas, PE
Date: 11/17/2017

STAFF HOURS

	Activity	Principal Engineer	Project Manager	Sr. Engineer	Engineer	CADD Tech.	Staff Hours by Activity	Salary Cost for Activity
	Distribution	2%	5%	10%	36%	48%	100%	
1	Roadway Plans	3	7	14	49	66	138	\$16,780.59
2	Pavement Marking & Signing Plans	0	0	0	0	0	0	\$0.00
3	Signalization Plans and School Flashers	0	0	0	0	0	0	\$0.00
4	Roadway Lighting Plans	0	0	0	0	0	0	\$0.00
5	Drainage Design/Plans	3	7	13	48	64	134	\$16,342.84
6	Post-Design Services	0	0	0	0	0	0	\$0.00
7	Tree Permitting/Mitigation	0	0	0	0	0	0	\$0.00
8	Public Involvement	0	0	0	0	0	0	\$0.00
	TOTAL HOURS	5	14	27	97	129	272	\$33,123.43
	Rates	\$190.75	\$187.48	\$164.02	\$142.50	\$87.20		
	Totals S-H and Cost	\$1,039.21	\$2,553.48	\$4,467.90	\$13,780.04	\$11,282.81	\$33,123.43	\$121.60

TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY	Amount
Roadway Plans	\$16,780.37
Signing & Marking Plans	\$0.00
Signal Plans (Not included)	\$0.00
Roadway Lighting Plans (Not included)	\$0.00
Drainage Plans	\$16,342.83
	=
Phase I Environmental Assessment (ESA) (optional)	\$0.00
Tree Permitting/Mitigation (Optional)	\$0.00
Public Involvement (not Included)	\$0.00
Wetlands Permitting (Optional)	\$0.00
Post-Design Services (Not Included)	\$0.00
Maximum Lump Sum Fee	\$33,123.00

KHA	
Design Traffic/Traffic Operations Analysis	
Signal Warrant Analysis	
Signal Plans	
Utility Relocation Plans	
Sub-Consultants	
Surveyor Labor Fees	\$14,302.70
Geotechnical Labor Fees	\$2,450.00
	<u>\$16,752.70</u>

TOTAL CONTRACT COST COMPUTATIONS

Total Activity Salary Costs	\$33,123.43
(a) Overhead Additives	
(a1) Combined O-H percent	
(a2) Combined O-H Cost	\$0.00
Subtotal (Salary + Overhead)	\$33,123.43
(b) Operating Margin Percent	\$0
(b1) Operating Margin Cost - Fixed Fee	\$0
Subtotal (Salary Related Cost)	\$33,123.00
Expenses & Optional Services	
(a) Printing & Reproduction	\$ -
(b) Public Involvement (5%)	\$ -
Phase I Env. Assessment (Optional)	\$0.00
Tree Permitting/Mitigation (Optional)	\$0.00
Wetlands Permitting (Optional)	\$0.00
TOTAL KHA	<u>\$33,123.00</u>

Design Fee	\$33,123.00
Bidding Phase Services	-
Construction Phase	-
Design Traffic/Traffic Operations Analysis	\$0.00
Signal Warrant Analysis	\$0.00
Signal Plans	\$0.00
Utility Relocation Plans	\$0.00
Surveying/Utility Locates	\$14,302.70
Geotechnical	\$2,450.00
TOTAL FEE	<u>\$49,875.70</u>

PROJ. NO.: _____ F.A.P. _____ DESCRIPTION: Roadway Improvements

LENGTH IN MILES : 0.17 FEET : 900 LANES: 4 DIV'D: _____ URBAN: _____ X

ITEM	SCALE	BASIS OF ESTIMATE	NO. OF UNITS	NO. OF SHEETS	M - H UNITS	TOTAL M-H	COMMENTS
ROADWAY PLANS							
Key Sheet		SHT	1	1	4	4	Key sheet
Typical Section		EA	0	0	0	0	
Summary of Quantities		SHT	1	1	8	8	Sheet with Quantities
General Notes		SHT	1	1	4	4	
Plan Sheets for M & R	1"=40'	HRS	5	5	10	50	To include interconnected drainage structures from approximately NW 50th Street to NW 58th Street; Existing utilities information from UA records. Signing and Pavement Markings.
Plan Sheets New Construction	1"=40'	SHT	0	0	0	0	
Profile Sheets for M & R	1"=40'	SHT	0	0	0	0	N/A
Profile Sheets New Construction	1"=40'	SHT	0	0	0	0	No profile or cross slope changes are included
Intersection Details - Plateau		SHT	0	0	0	0	
Intersection Profiles - Plateau		EA	0	0	0	0	
Intersection Profiles - Side Streets		EA	0	0	0	0	
SWPP Plan		SHT	2	2	4	8	Develop SWPPP (1 Sheet) as per CAD Sample from County (NOI) also
Misc. Construction Details		SHT	2	2	8	16	Details Not included in MDC or FDOT Standards. Connection to existing drainage, pavement restoration etc.
Maint. of Traffic		SHT	2	2	4	8	2 Typ.Sec. sheets, 1 General Notes/Phasing sequence sheets
Cross-Sections	1"=10'	EA	0	0	0	0	No cross sections are included
Computation book		LS	0		0	0	
Opinion of Probable Cost		EA	1		4	4	
Pavement Design		LS	0		0	0	Pavement design to be provided by the City
Geometry Plan		LS	0		0	0	
FDOT Coordination		EA	0		0	0	
Utility Coordination		LS	1		12	12	Research existing Utilities in the corridor and coordinate w/ UA and City
Railroad Permit and Coordination		LS	1		0	0	
Special Provisions, Technical Specs		HRS	0		0	0	
Value Engineering/Coord		LS	0		0	0	
Meetings and Reviews		HRS	2		3	6	2 Mtg with the City, Includes Minutes.
Geotechnical Coordination		LS	1		2	2	Evaluate, Coordinate data, Report
Surveying Data Processing		HRS	1		4	4	Topographic Survey Data Processing/coordination
Field Reviews		EA	1		12	12	2 People@ 6hrs each
SUBTOTAL						138	
QUALITY CONTROL						7	
ROADWAY TOTAL				14		145	

Prepared By: Luis Cubas, PE

Date: November 17, 2017

COUNTY PROJ. NO.: 0 F.A.P. _____ DESCRIPTION: Roadway Improvements

LENGTH IN MILES : 0.25 FEET : 2,700 LANES: _____ DIV'D: No URBAN: _____ X

ITEM	SCALE	BASIS OF ESTIMATE	NO. OF UNITS	NO. OF SHEETS	M - H UNITS	TOTAL M-H	COMMENTS
DRAINAGE PLANS							
Drainage Map	1"=200'	SHT	0	0	0	0	
Drainage Structures		EA	22	6	3	66	Includes modifications or replacement of 15 existing inlets and 7 additional structures to interconnect the existing inlets
Drainage Structures - M & R**		EA	0	0			
Summary of Drainage Structure		SHT			0		N/A
Meetings / Review / Quality Control		LS	1		6	6	Meetings w/ DRER & Client 2 peop @ 3 hrs= 6hrs.
Drainage Details		EA	1	0	0	0	Included in roadway details
Field Review		EA	0		0		
Wetlands Assessment		LS	1		0	0	N/A
Design of Drainage and French Drain		LS	1		40	40	
		LS	1		0	0	
Permitting (Drainage System)		LS	1		16	16	Prepare package for DRER Review, submit, revise design as needed (DRER-Water Control). Wetlands permitting not included
Environmental Assesment		LS	0		0	0	Research Landfills /Recovey Center Data Base. Environmental Assesment Phase I- Not included
Opinion of Probable Cost		EA	0		0	0	
DRAINAGE PLANS SUBTOTAL						128	
QUALITY CONTROL						6	
DRAINAGE PLANS TOTALS						134	

Prepared By: Luis Cubas, PE Date: November 17, 2017

RESOLUTION No. 17-225

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND KIMLEY-HORN AND ASSOCIATES, A PREQUALIFIED VENDOR, FOR THE PROVISION OF DESIGN SERVICES FOR THE PREPARATION OF CONSTRUCTION PLANS FOR THE STORMWATER IMPROVEMENTS ALONG NW 114 AVENUE BETWEEN NW 50 STREET AND NW 58 STREET IN AN AMOUNT NOT TO EXCEED \$49,875.70; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") wishes to secure a firm to provide design services for the preparation of construction plans for stormwater improvements along NW 114 Avenue between NW 50 Street and NW 58 Street; and

WHEREAS, Kimley-Horn & Associates is a pre-qualified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act requirements and approved by the City Council in December 2014; and

WHEREAS, City staff has recommended that the City Council approve Work Order No. 9 for Kimley-Horn & Associates, a copy of which is attached hereto as Exhibit "A", for the provision of design services for the preparation of construction plans of the Project in an amount not to exceed \$49,875.70

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 Work Order between the City of Doral and Kimley-Horn & Associates for the provision of design services and the development of construction plans for the stormwater improvements along NW 114 Avenue between NW 50 Street and NW 58 Street; in an amount not to exceed \$49,875.70, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the work order and expend budgeted funds on the behalf of the City in furtherance hereof.

Section 4. 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 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera 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	Not Present at Time of the Vote
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Not Present at Time of the Vote
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of December, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMS
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