

WORK ORDER No. 6 FOR PROFESSIONAL SERVICES

TO: H. W. Lochner, Inc.
8750 NW 36th Street, Suite 360
Doral, Florida 33178
(305) 503-9873

DATE: August 23, 2019

The City of Doral authorizes the firm of H.W. Lochner, Inc. to proceed with the provision of engineering and geotechnical services for the testing and analysis of the medians along NW 107 Avenue between NW 58 Street and NW 74 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 H.W. Lochner, Inc. and the City of Doral dated February 2, 2018, and the attached Proposal submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from H.W. Lochner, Inc. The schedule requires the work to be performed within 2 months from NTP. 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 \$7,642.50.

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 2, 2018 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply.

Work Order is not binding until the City of Doral agrees and approves this Work Order.

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

CONSULTANT: H.W. Lochner, Inc.

BY: [Signature]
NAME: EDWIN F. MOTEVA, PE
TITLE: VICE PRESIDENT

WITNESSES:

1. [Signature]
2. [Signature]



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

AUTHENTICATION:

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

APPROVED AS TO FORM:

BY: [Signature]
NAME: Luis Figueredo
TITLE: City Attorney

August 22, 2019

Eugene Collings-Bonfill, P.E., P.S.M., CFM, PMP
Chief of Engineering
City of Doral
8401 NW 53 Terrace
Doral, FL 33166
T (305) 593-6740 Ext. 6017
M(786) 570-6957
F (305) 593-6617
eugene.collings@cityofdoral.com

RE: Geotechnical Services
NW 107th Ave – from NW 58th St to NW 74th Street

Dear Mr. Collins-Bonfill:

H.W. Lochner, Inc. (LOCHNER) is pleased to respond to your request for proposal on the above referenced project.

1. PROJECT BACKGROUND

The City of Doral has requested LOCHNER and sub-consultant Tierra South Florida, Inc.(TSF) to evaluate the soils within the median for subsidence within the roadway section noted.

2. SCOPE OF WORK FOR ENGINEERING SERVICES:

a. Roadway Coordination

LOCHNER shall coordinate with sub-consultant to facilitate access to the roadway section noted for test borings and provide available as-built information.

Deliverables:

- a) TSF shall provide a boring location and coordinate utility clearances, copies to be provided for the file.

b. Field Investigation

LOCHNER shall coordinate with scheduling to complete the field investigation work. TSF shall mobilize to the site to complete the proposed borings.

Deliverables:

- b) TSF will provide preliminary soils information as obtained from the Standard Penetration Test (SPT) borings as they are completed.

c. Draft Report

LOCHNER

LOCHNER shall obtain the draft preliminary report to include soil information for the SPT borings, and summary of conditions noted. TSF will complete the soil classification and laboratory testing and provide the preliminary report.

Deliverables:

c) Preliminary Geotechnical Report

d. Final Report

LOCHNER shall obtain the Final report to include soil information for the SPT borings, and summary of conditions noted and recommendations to address any review comments noted from the preliminary report. TSF will complete the Final report.

Deliverables:

d) Final Geotechnical Report

3. CONTRACT SUM

For the services performed under paragraph 2, the Client will pay the Engineer time and materials fee in amount not to exceed (\$7,642.50) payable as follows. Any additional services will be negotiated as needed.

4. PAYMENTS

Should the client wish us to provide and/or negotiate with third parties, any of the aforementioned services or any other additional work not included in this proposal under the Scope of Work, we will provide it on a Time Charge plus Expenses basis, computed as the sum the following:

- Salary Costs times a multiplier of 3.00
- Non-Salary expenses times a multiplier of 1.05

Salary costs is defined as salary and wages paid for time expend on the project plus the cost of Engineer's statutory and customary benefits, such as, insurance, sick leave, holidays, vacations, medical and retirement benefits, etc.

Non-Salary expenses include such typical expenses as cost of: transportation and subsistence; toll telephone calls and telegraph; computer time and programming costs; subcontract services such as: surveys, subsurface investigation and testing by commercial laboratories.

5. CLIENT RESPONSIBILITIES

Provide access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this proposal.

Place at the disposal of the Engineer all available information pertinent to the project upon which the Engineer can rely, including previous reports and any other data related to the design and construction of the project.

LOCHNER

Designate a person to act as the Client's representative with respect to the work to be performed, such person to have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the work covered by this proposal.

6. SCHEDULE & DELIVERIES

The Engineer has neither jurisdiction nor control over the regulatory agencies and their plans review process, therefore the Engineer shall not be liable for the delays created by said agencies.

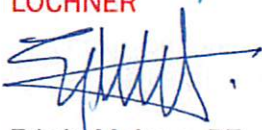
LOCHNER

7. ACCEPTANCE

The return of an executed copy of this proposal would constitute our authorization to proceed.

Very truly yours,

LOCHNER



Edwin Mojena, PE
Vice President

ACCEPTED BY: _____ DATE: _____

CONSULTANT PROFESSIONAL SERVICES FOR CITY OF DORAL
Tierra South Florida, Inc.

NW 107th Ave, from NW 58th St to NW 74th Street



8/23/2019

FEE PROPOSAL

Task	Activity	Principal Engineer	Senior Engineer	Project Engineer	CADD Technician	Engineering Technician		TOTAL
	Rates	\$ 200.00	\$ 155.00	\$ 125.00	\$ 65.00	\$ 65.00		
A	Roadway Coordination							
	Coordinate Contract	0.5						0.5
	Coordinate Field Exploration		1.0			10.0		11.0
								-
								-
								-
								-
	Sub-total Hours	0.5	1.0	-	-	10.0	-	11.5
	Sub-total Salary Cost	\$ 100.00	\$ 155.00	\$ -	\$ -	\$ 650.00	\$ -	\$ 905.00
B	Field Investigation							
	Field and Laboratory Testing (see Direct Expenses)							-
								-
								-
								-
								-
								-
	Sub-total Hours	-	-	-	-	-	-	-
	Sub-total Salary Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C	Draft Report							
	Soil Classification		1.0	2.0	-			3.0
	Draft Report Preparation and Quality Control	1.0	2.0	3.0	6.0			12.0
								-
								-
	Sub-total Hours	1.0	3.0	5.0	6.0	-	-	15.0
	Sub-total Salary Cost	\$ 200.00	\$ 465.00	\$ 625.00	\$ 390.00	\$ -	\$ -	\$ 1,680.00
D	Final Report							
	Final Report	0.5		2.0				2.5
								-
								-
								-
	Sub-total Hours	0.5	-	2.0	-	-	-	2.5
	Sub-total Salary Cost	\$ 100.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 350.00
	TSF Total Hours	2.0	4.0	7.0	6.0	10.0	-	29.0
	TSF Salary Cost	\$ 400.00	\$ 620.00	\$ 875.00	\$ 390.00	\$ 650.00	\$ -	\$ 2,935.00
								<i>Direct Expenses:</i> \$ 4,010.00
								<i>SUB-TOTAL COST FEE (EXPENSES)</i> \$ 4,010.00
								SUBCONSULTANT TOTAL COST FEE \$ 6,945.00



GEOTECHNICAL MATERIAL TESTING INSPECTION SERVICES

August 22, 2019

LOCHNER

8750 NW 36th Street, Suite 360

Miami, FL 33178

Attn: Mr. James E. Spinks III, P.E., PTOE

email: jspinks@hwlochner.com

Re: Geotechnical Engineering Services
NW 107th Ave
City of Doral, Florida
TSF Proposal No. 1908-612

Dear James:

TSF is pleased to submit this proposal for providing a subsurface exploration for the referenced project. The project corridor is NW 107th Avenue, from NW 58th St to NW 74th Street, the median of the roadway. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

PROJECT INFORMATION

We understand that the soils in the median of the roadway are subsiding. A series of test borings and laboratory testing of samples received is proposed to attain information for the potential for future subsidence of the median section.

SCOPE OF SERVICE

To explore the subsurface conditions, we have been requested to perform the following scope of work:

- Eight (8) Standard Penetration Test (SPT) borings to a depth of approximately 10 feet below the existing site grades.

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. Within the SPT boring, penetration resistance testing will be performed

in general accordance with the requirements of ASTM designation D 1586. The Boring will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others. Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. **Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig.** TSF will recommend a utility line locating service upon request.

Borings will be performed in the median. **However, we will need lane closure/Maintenance of Traffic (MOT) to access the boring locations with a truck mounted drill rig. Our proposal assumes that MOT will be provided by the City of Doral. It is our understanding that the work will need to be performed between about 10:00 AM and 3:00 PM due to MOT.**

Upon completion of the field exploration, a geotechnical engineer will evaluate the results of all drilling and perform laboratory tests. A memo will be issued that contains the exploration data, and our opinion based on soil conditions encountered.

ESTIMATED COST

It is proposed that the fee for the performance of the services outlined above is determined on a **unit fee** basis and that the work be performed pursuant to TSF's General Conditions enclosed herewith and incorporated into this proposal. The estimated fee is attached. Our **unit price fee** for the herein mentioned scope of work will is **\$6,495.00**.

Our estimate covers the work needed to present our findings. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report. This proposal assumes that access to the proposed boring locations can be accomplished with our drill rig.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated cost previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.


SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule (weather permitting), upon utility clearance, the fieldwork is expected to take about 2 days to complete. The report can be submitted about two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program.

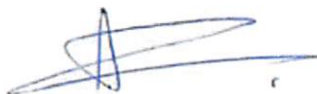
We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TSF



Harmon C. Bennett, P.E.
Principal Engineer
FL Reg. No. 53130



Ramakumar Vedula, P.E.
Principal Engineer
FL Reg No. 54873

- Attachments:
General Conditions
Fee Estimate
Boring Location Plan

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

Tierra South Florida's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSF) as set forth in TSF's proposal, Client's acceptance of the scope of work 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 TSF. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSF's work. TSF shall have no duty or obligation to any third party greater than that set forth in TSF's proposal, Client's acceptance of TSF's proposal and these General Conditions. The ordering of work from TSF, or the reliance on any of TSF's work, shall represent acceptance of the terms of TSF's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSF and all necessary equipment in order to complete the work. While TSF will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSF who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSF harmless for any damages to subterranean structures which are not called to TSF' attention and correctly shown on the plans furnished and will reimburse TSF for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** -TSF will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** -TSF will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSF will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSF under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSF and that the data, interpretations and recommendations of TSF are based solely on the information available to it. TSF shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSF, as instruments of service, shall remain the property of TSF until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSF for service and/or expenses within 60 days of date of invoice, TSF may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSF in full. Further, TSF may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSF shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSF for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSF cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSF's conclusions and recommendations.
12. **INDEMNIFICATION** -TSF agrees to hold harmless and indemnify Client from and against liability arising out of TSF's negligent performance of the work. Client agrees to indemnify and hold TSF harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSF was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSF' liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSF shall not exceed \$50,000 or the total fee for the services rendered on this project, whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSF' negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSF agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSF represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSF has such coverage under public liability and property damage insurance policies that TSF deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSF agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSF, its agents, staff and consultants employed by it. TSF shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSF shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSF will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSF shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSF may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSF in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSF** - Client represents and warrants that it has advised TSF of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSF is to do work hereunder, and unless TSF has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSF 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 TSF'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 TSF by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSF to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

TIERRA SOUTH FLORIDA, INC.

	Unit	# of Units	Unit Price		Total
I. FIELD INVESTIGATION					
Mobilization of Men and Equipment Truck-Mounted Equipment	Trip	1	\$	350.00	\$ 350.00
SPT Borings 0 - 50 ft depth	L.F.	80	\$	13.00	\$ 1,040.00
Grout Boreholes 0 - 50 ft depth	L.F.	80	\$	6.00	\$ 480.00
Casing Allowance 0 - 50 ft depth	L.F.	80	\$	7.00	\$ 560.00
Borehole Permeability Test	Each	0	\$	350.00	\$ 0.00
Roadway Auger Borings	L.F.	0	\$	9.00	\$ 0.00
Pavement Cores	Each	0	\$	150.00	\$ 0.00
Coring Machine rental	Day	0	\$	400.00	\$ 0.00
MOT	Each	0	\$	1200.00	\$ 0.00
II. LABORATORY TESTING					
Visual Examination by Project Engineer	Hour	4	\$	125.00	\$ 500.00
Natural Moisture Content Tests	Test	16	\$	10.00	\$ 160.00
Grain-Size Analysis - Full Gradation	Test	8	\$	70.00	\$ 560.00
Corrosion Test	Test	0	\$	185.00	\$ 0.00
Organic Content Tests	Test	8	\$	45.00	\$ 360.00
LBR (Sampling + Test)	Test	0	\$	500.00	\$ 0.00
					Total Field and Lab 4,010.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES					
Site Recon./Utility Coordination/MOT Sr. Engineering Technician	Hour	10	\$	65.00	\$ 650.00
IIIA. ENGINEERING AND TECHNICAL SERVICES					
Principal Engineer	Hour	2	\$	200.00	\$ 400.00
Senior Geotechnical Engineer	Hour	4	\$	155.00	\$ 620.00
Project Engineer	Hour	7	\$	125.00	\$ 875.00
Draftperson	Hour	6	\$	65.00	\$ 390.00
					Total Field and Lab 2,935.00
TOTAL FEE FOR GEOTECHNICAL SERVICES					\$ 6,945.00



Boring Location Plan
1908-612 NW 107th Ave - City of Doral (Lochner)

Legend
Proposed SPTs

Google Earth
© 2015 Google

1000 ft