### WORK ORDER No. 6 FOR PROFESSIONAL SERVICES

TO: Stantec Consulting Services Inc.

DATE: February 21, 2024

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901 Ponce de Leon Boulevard, Suite 900 Coral Gables, Florida 33134 (305) 445-2900

The City of Doral authorizes the firm Stantec Consulting Services Inc. to provide professional engineering, design, and permitting services for the provision of Task 1: Traffic Signalization at NW 92<sup>nd</sup> Avenue and NW 33<sup>rd</sup> Street, and Task 2: NW 97<sup>th</sup> Avenue Left Turn Lane Extension at NW 33<sup>rd</sup> Street. Where Stantec Consulting Services Inc. is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in December 2020 through Resolution 20-243. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between Stantec Consulting Services Inc. and the City of Doral dated January 4, 2021, and the attached Proposal dated January 30, 2024, and submitted by your firm for the above referenced project.

### SCOPE OF SERVICES AND SCEHDULE:

The scope of the project will be as described in the attached proposal from Stantec Consulting Services Inc. dated January 30, 2024 for the professional engineering design, and permitting services for the provision of Task 1: Traffic Signalization at NW 92<sup>nd</sup> Avenue and NW 33<sup>rd</sup> Street, and Task and Task 2: NW 97<sup>th</sup> Avenue Left Turn Lane Extension at NW 33<sup>rd</sup> Street. The schedule requires the scope of work to be completed within 240 calendar days from Notice to Proceed. All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be provided for a not to exceed the amount of \$111,050.00.

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

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated January 4, 2021 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: Stantec Consulting Services Inc.

BY: NAME: TITLE:

Jeffrey S. Crews

Senior Principal

OWNER:

City of Doral

BY: NAME: Mac Kathie Brooks

BY:

2.

NAME: Connie Diaz

**AUTHENTICATION:** 

TITLE: Int

Interim City Manager

TITLE:

City Clerk

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

BY:

Joseph Geller

NAME:

Greenspoon Marder, LLP

TITLE:

Interim City Attorney



**901 Ponce de Leon, Suite 900** Coral Gables, Florida 33134

January 30, 2024

City of Doral 8401 NW 53 Terrace Doral, Florida 33166

Attention: Ms. Darlin Perez, P.E

**Chief of Engineering** 

Reference: Task 1. NW 33<sup>rd</sup> St and NW 92<sup>nd</sup> Ave. Signalization

Task 2. NW 33rd St. and NW 97 Ave. Median Extension

City of Doral, FL

Dear Ms. Perez.

We are pleased to present this proposal for professional engineering services for your consideration.

# Task 1. NW 33rd St and NW 92nd Ave. Signalization

### **Scope of Project:**

The City of Doral Public Works Department wants to install a new traffic signal at the intersection of NW 33<sup>rd</sup> St and NW 92<sup>nd</sup> Ave. This intersection is currently a "T" intersection with a left turn allowed from the WB approach.

A traffic study and signal warrant analysis has been conducted and is pending final approval from Miami Dade County. (By Others)

For this proposal, we assume that Miami-Dade County will accept the proposed options presented in the traffic study. (By others)

### **Scope of Services:**

### **Design Phase**

Our scope will consist of obtaining a topographic and boundary survey and six (6) Subsurface Utility Engineering (Sue) Quality Level "A" Soft-Digs (if needed) for use in our design through the use of a subconsultant (see enclosed proposals). This proposal will also include obtaining a geotechnical investigation with three SPT borings to twenty-five feet deep through the use of a sub-consultant (see enclosed proposal). We will review and incorporate the recommendations given in the traffic study prepared by others and develop Signalization Construction Documents for permitting with Miami-Dade County

All Signalization, striping and signage will be in accordance with current Miami Dade and MUTCD standards. Specifications and Tabulation of quantities will be shown on the plans. No separate specification or bid items will be provided.

Scope will be as following:



Page 2 of 5

Meet with Miami Dade traffic and signal department and Design Traffic Signal with pedestrian push button (as needed) at the intersection of NW 33<sup>rd</sup> St and NW 92<sup>nd</sup> Ave, including traffic phasing plans and new service point.

Design phase tasks include utility investigation for the new signal at NW 33<sup>rd</sup> St. & NW 92<sup>nd</sup> Ave. (review of atlases, distribution of utility notification letters, obtaining as-builts from applicable/known utilities, and inputting the information into the plans), site visit including photo documentation of existing conditions. We anticipate submittals of 30%, 60% and 100% plans.

### **Permitting Phase**

Our services include assistance and coordination to have the plans reviewed and approved by Miami-Dade Public Works Department and Miami Dade Traffic and signals and signs division. Permit/review fees will be paid by the City of Doral.

### **Procurement Phase:**

Not Included, but a proposal can be provided as needed.

### **Construction Phase:**

Not Included, but a proposal can be provided as needed.

# **Exclusions**

Roadway re-grading, reprofiling, profile views or reconstruction, maintenance of traffic/phasing plans, traffic counts, traffic study, structural or electrical design, operational approval, color renderings, certified arborist services, tree removal permit, asphalt cores, environmental engineering, landscaping, irrigation and lighting are not included in our scope.

### Task 2. NW 33rd St and NW 97th Median Extension

# **Scope of Project:**

The City of Doral Public Works Department wants to extend the exiting southbound left turn lane at the intersection of NW 33<sup>rd</sup> St and NW 97<sup>th</sup> Ave from 160 ft to approximately 400 ft as requested by Miami-Dade County.

Is our understanding that a traffic study will not be needed.

### **Scope of Services:**

### **Design Phase**

Our scope will consist of obtaining a topographic and boundary survey for use in our design through the use of a sub-consultant (see enclosed proposals).



Page 3 of 5

All striping and signage will be in accordance with current Miami Dade and MUTCD standards. Specifications and Tabulation of quantities will be shown on the plans. No separate specification or bid items will be provided.

Scope will be as following:

Extend the exiting southbound left turn lane at the intersection of NW 33<sup>rd</sup> St and NW 97<sup>th</sup> Ave from 160 ft to approximately 400 ft.

Design phase tasks include utility investigation. (review of atlases, distribution of utility notification letters, obtaining as-builts from applicable/known utilities, and inputting the information into the plans), site visit including photo documentation of existing conditions, coordination of existing utilities for relocation. Fill out applications for tree permit for tree removals. We anticipate submittals of 30%, 60% and 100% plans.

### **Permitting Phase**

Our services include assistance and coordination to have the plans reviewed and approved by Miami-Dade Public Works Department and Miami Dade Traffic and signals and signs division and DERM for tree removal. Permit/review fees will be paid by the City of Doral.

### **Procurement Phase:**

Not Included, but a proposal can be provided as needed.

### **Construction Phase:**

Not Included, but a proposal can be provided as needed.

### **Exclusions**

Roadway re-grading, reprofiling, profile views or reconstruction, maintenance of traffic/phasing plans, traffic counts, traffic study, structural or electrical design, operational approval, color renderings, certified arborist services, asphalt cores, environmental engineering, landscaping, irrigation and lighting are not included in our scope.

### **Terms and Conditions:**

All terms and conditions shall be per our "Professional Engineering Services" contract dated January 4th, 2020, in accordance with RFQ #2020-22 GEC. Fees for the defined scope in this proposal will be based on a Time and Material calculation methodology and will be invoiced to the full value of the work order fee. If required, any additional services may be billed as a time and material effort based on contract rates in effect at the time of the change. See attached manhour breakdown.



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# Task 1. NW 33rd St and NW 92nd Ave. Signalization

1.	Traffic Signal Design Phase\$	46,825
2.	Topographic Survey\$	5,300
3.	Subsurface Utility Engineering Quality Level Soft Digs\$	7,200 **
	** (If required up to six (6) soft digs @ \$1,200 per hole)	
4.	Geotechnical Testing\$	8,700
5.	Permitting Phase\$	15,220

**Task 1 Total** \$83,245

# Task 2. NW 33rd St and NW 97th Median Extension

1.	Design Phase\$	12,885
2.	Topographic Survey\$	8,210
3.	Permitting Phase\$	6,710

**Task 2 Total \$ 27,805** 

Total \$ 111,050

We are ready to begin working on this assignment upon your authorization to proceed. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed.

Thank you,

**Stantec Consulting Services Inc.** 

Carlos M. Herdocia, P.E., LEED AP Senior Associate-Project Manager

Tel: 305-445-2900

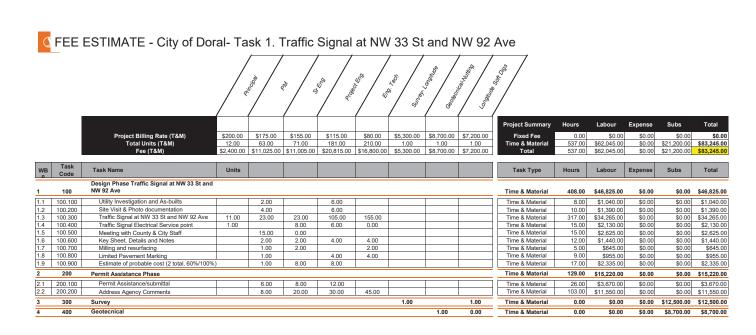
carlos.herdocia@stantec.com



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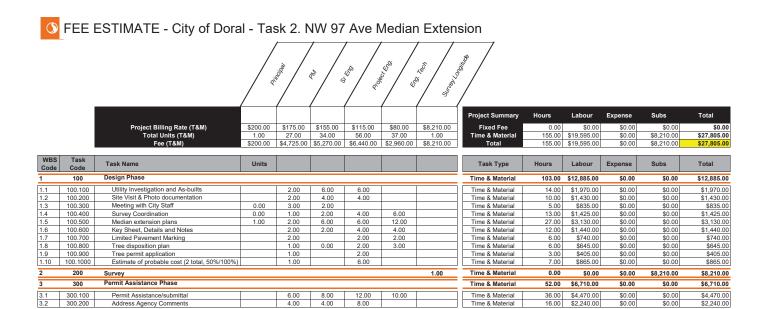
City of Doral		
Approved by:		
Signature	Print Name	Date

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300.200

Address Agency Comments



Time & Material

\$0.00

\$2,240.00



Stantec 901 Ponce de Leon Boulevard, Suite 900 Coral Gables, Florida 33134

### **SCHEDULE OF WORK**

# Task 1. NW $33^{\rm rd}$ St and NW $92^{\rm nd}$ Ave Signalization City of Doral, Florida

SCHEDULE OF WORK					
Task or Activity ID#	Task Name and/or Activity Description	Duration (specify weeks, calendar or working days)	Projected Start Date	Projected Finish Date*	
1.0	NTP		2/19/2024**	2/19/2024	
2.0	Survey	4 Weeks	2/19/2024	3/18/2024	
3.0	30% Submittal	4 Weeks	3/18/2024	4/15/2024	
4.0	City 30% Plans Review	1 Week	4/15/2024	4/22/2024	
5.0	60% Submittal	4 Weeks	4/22/2024	4/30/2024	
6.0	City 60% Plans Review	1 Week	4/30/2024	5/20/2024	
4.0	100% Submittal	4 Weeks	5/20/2024	6/17/2024	
5.0	MDCTD Permitting	4 Weeks	6/17/2024	7/15/2024	
6.0	100% Re-Submittal	2 Weeks	7/15/2024	7/29/2024	
7.0	MDCTD Permitting Re-Submittal	4 Weeks	7/29/2024	8/26/2024	

<sup>\*\*</sup> Assumed noticed to Proceed



Stantec 901 Ponce de Leon Boulevard, Suite 900 Coral Gables, Florida 33134

### **SCHEDULE OF WORK**

# Task 2. NW 97 Ave Median extension City of Doral, Florida

SCHEDULE OF WORK					
Task or Activity ID#	Task Name and/or Activity Description	Duration (specify weeks, calendar or working days)	Projected Start Date	Projected Finish Date*	
1.0	NTP		2/19/2024**	2/19/2024	
2.0	Survey	6 Weeks	2/19/2024	4/1/2024	
3.0	30% Submittal	3 Weeks	4/1/2024	4/22/2024	
4.0	City 30% Plans Review	1 Week	4/22/2024	4/29/2024	
5.0	60% Submittal	4 Weeks	4/29/2024	5/27/2024	
6.0	City 60% Plans Review	1 Week	5/27/2024	6/3/2024	
4.0	100% Submittal	4 Weeks	6/3/2024	7/1/2024	
5.0	MDCTD Permitting	4 Weeks	7/1/2024	7/29/2024	
6.0	100% Re-Submittal	2 Weeks	7/29/2024	8/12/2024	
7.0	MDCTD Permitting Re-Submittal	4 Weeks	8/12/2024	9/9/2024	

<sup>\*\*</sup> Assumed noticed to Proceed on February 19, 2024



Tuesday, January 02, 2024

Mr. Carlos M. Herdocia, PE, LEED AP Project Manager carlos.herdocia@stantec.com



901 Ponce De Leon Boulevard, Suite 900 Coral Gables, FL 33134-3070 786.502.0701

**<u>RE</u>**: Surveying and Mapping services for the intersection of Northwest 92 Avenue and Northwest 33 Street located in Doral, FL 33172.

Dear Mr. Herdocia.

Pursuant to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

# A. SCOPE OF WORK A - TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, inclusive of locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc. that can be found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search there is no guarantee that easements, covenants, restrictions, etc. will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- ➤ Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements including but not limited to; edge of pavement lines, curb and gutters, medians, sidewalks, fences, light poles, fire hydrant, manholes, catch basins, and any other significant above-ground improvements and utilities within the survey limits.
- Elevations will be collected equivalent to a twenty-five (25) foot grid throughout the survey limits. Additional elevations will be collected sufficient to identify grade changes and features of interest within the survey limits.
- LS will collect existing drainage and sanitary structures and will show rim elevation, structure bottom elevation, pipe size, pipe material, pipe direction, direction of water flow, and inverts.

# B. \*OPTIONAL\* SCOPE OF WORK B – SUBSURFACE UTILITY ENGINEERING (SUE) QUALITY LEVEL "A" SOFTDIGS:

- LS will perform subsurface exploration at up to six (6) Soft-Dig/Verified Vertical Elevation and Horizontal Locations (VVH).
- > LS will mark six (6) Soft-Dig locations with white paint (whiteline) for the utilities.
- LS will coordinate dig ticket(s) with Sunshine 811 as needed.
- LS will use surface detection equipment such as Electromagnetic Locator and Ground Penetrating Radar (GPR) and will perform Quality Level "B" SUE Designation services according to the American Society of Civil Engineers' (ASCE) standards at up to six (6) different locations.
- LS will provide Quality Level "A" SUE Soft-Dig services at up to six (6) locations, which includes the horizontal position and elevation of the top of utility. LS will attempt to provide bottom of utility, size, type of material and direction.
- > LS will locate the Soft-Dig horizontal positions referenced to the Horizontal Datum 1983/2011 and ground elevations referenced to the Vertical Datum NAVD88.
- LS will prepare the Verified Vertical Elevation and Horizontal Location (VVH) report for each Soft-Dig.



# LONGITUDE SURVEYORS-

### C. SURVEY LIMITS:

The intersection of Northwest 92 Avenue and Northwest 33 Street located in Doral, FL 33172. Limits to extend the full width of the public right-of-way, as per the attached Exhibit provided by the Client. Soft-Dig locations to be provided by the Client (if required).

### D. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and a CAD of the resulting survey. Signed and sealed hardcopies can be provided upon request. Soft-Dig locations will be designated by number corresponding to Vacuum Excavation Reports for each Soft-Dig with all pertinent information.

# E. TIME & COST:

Eduardo M. Suarez, PSM/President

The total professional fee to complete **Scope of Work A** described herein shall be a lump sum of **\$5,300.00.** LS has estimated eight (8) business days from the date of Notice to Proceed (NTP) to complete these tasks.

The total professional fee to complete \*Optional\* Scope of Work B described herein shall be a lump sum of \$1,200.00/per hole (if required). This fee includes waivable/reimbursable Maintenance of Traffic (MOT), application and/or permit fees associated with the services.

Notice to Proceed (NTP) is considered effective twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.

I agree that by signing below "I APPR	OVE AND ACCEPT" this proposal as a legal binding contract.	
By: (Authorized Signature)	Date:	
(Typed or printed name)	Title:	
On behalf of the firm, I thank you for professional efforts on your behalf on	the opportunity to present this proposal. We look forward to utilizin this very important project.	g our best
Respectfully Yours,		





Wednesday, January 24, 2024

Mr. Carlos M. Herdocia, PE, LEED AP Project Manager <u>carlos.herdocia@stantec.com</u>



901 Ponce De Leon Boulevard, Suite 900 Coral Gables, FL 33134-3070 786.502.0701

**RE:** Surveying and Mapping services for the roadway of Northwest 97 Avenue located in Doral, FL 33172.

Dear Mr. Herdocia,

Pursuant to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

# A. SCOPE OF WORK - TOPOGRAPHIC SURVEY:

- LS will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. Lot lines and ownership lines, inclusive of locations, bearings, and dimensions, within the survey limits will be shown graphically.
- LS will show any easements, covenants, restrictions, etc. that can be found on plats, deeds, and other public records relative to the project. However, without a Title Commitment or Title Search there is no guarantee that easements, covenants, restrictions, etc. will be shown on the survey.
- LS will establish horizontal and vertical control within the limits of the survey.
- The survey will be geo-referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- ➤ Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).
- LS will collect significant aboveground improvements including but not limited to; pavement, edge of pavement lines, pavement striping, curb and gutters, median, sidewalks, fences and gates, hedges, light poles, power poles, benches, signs, and any other significant above-ground improvements and utilities within the survey limits.
- LS will ONLY locate trees and palms having a three (3) inch diameter or greater at breast height (DBH) or being six (6) feet in height or greater. Identification of trees or a tree Table will not be provided.
- Elevations will be collected equivalent to a twenty-five (25) foot grid throughout the survey limits. Additional elevations will be collected sufficient to identify grade changes and features of interest within the survey limits.
- LS will collect existing drainage and sanitary structures and will show rim elevation, structure bottom elevation, pipe size, pipe material, pipe direction, direction of water flow, and inverts.
- A Digital Terrain Model (DTM) of the resulting survey will be provided.

# **B. SURVEY LIMITS:**

The roadway of Northwest 97 Avenue located in Doral, FL 33172. Limits to include the full width of the public right-of-way, extending from the centerline of the intersection of Northwest 33 Street, including curb returns, approximately five hundred and sixty (560) feet North of mentioned intersection, as per the attached Exhibit.

### C. DELIVERABLES:

LS will provide a digitally signed and sealed PDF and a CAD with contours file format of the resulting survey. Signed and sealed hardcopies can be provided upon request.

### D. TIME & COST:

The total professional fee to complete the **Scope of Work** described herein shall be a lump sum of **\$8,210.00.** LS has estimated <u>fourteen (14) business days</u> from the date of Notice to Proceed (NTP) to complete these tasks. Notice to Proceed (NTP) is considered effective twenty-four (24) hours after this proposal agreement has been executed and returned to the undersigned.

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Eduardo M. Suarez, PSM/President



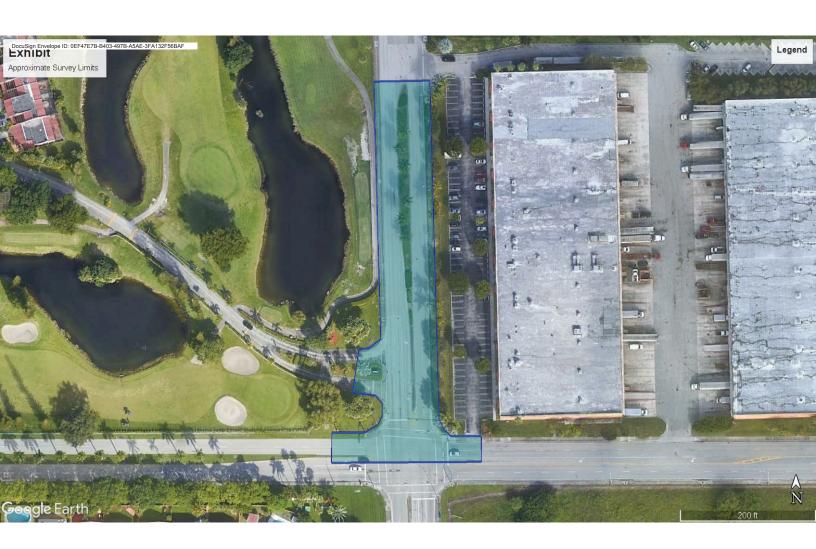
Client Information: City of Doral

Stantec

Estimate Prepared By: Giovanni Cueto

Project: Doral Central Park - NW 97 AVE

Job Description		Position	Rate/Hour	Hours	<b>Total Cost</b>
	Overall Management	Principal-in Charge	\$175.00	2	\$350.00
	Prepare Job	Survey and Mapping Computer Technician	\$90.00	4	\$360.00
Но	rizontal & Vertical Control	Survey Crew (Party of Three) Conventional	\$150.00	8	\$1,200.00
Horizontal	& Vertical Control Process	Survey and Mapping Computer Technician	\$90.00	2	\$180.00
Horizontal &	Vertical Control Compute	Project Surveyor	\$120.00	8	\$960.00
	Topographic Survey	Survey Crew (Party of Three) Conventional	\$150.00	16	\$2,400.00
To	opographic Survey Process	Survey and Mapping Computer Technician	\$90.00	8	\$720.00
То	pographic Survey Drafting	Survey and Mapping Computer Technician	\$90.00	16	\$1,440.00
	QA/QC	Project Surveyor	\$120.00	2	\$240.00
	QA/QC Edits/Drafting	Survey and Mapping Computer Technician	\$90.00	4	\$360.00
				Total	\$8,210.00





Geotechnical & Construction Materials Engineering, Testing, & Inspection Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

December 18, 2023

Stantec

Attn: Mr. Carlos Herdocia

901 Ponce de Leon Boulevard/ Ste. 900

Coral Gables, FL 33134

Direct: 786.437.6686/ Cell: 786.502.0701/ Email: carlos.herdocia@stantec.com

Re: Proposal/Agreement for Geotechnical Exploration Services

Traffic Mast Arms

Corner of NW 33<sup>rd</sup> Street & NW 92<sup>nd</sup> Avenue

Doral, FL

Dear Mr. Herdocia:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per your email dated December 18, 2023, and review of the aerial provided, we understand that plans for this project include installing traffic mast arms at the referenced intersection. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

### **SCOPE OF WORK**

We propose to perform three Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 25 feet utilizing a mini track rig due to limited space at locations identified on the provided aerial. Soil samples will be continuously collected at 2.5-foot intervals. Three samples (locations and intervals to be determined) will be designated for corrosion series analysis (sulfate, chlorides, pH, and resistivity). As discussed, the SPT boring locations will fall within the City of Doral right of way which will necessitate the submittal of a City of Doral ROW permit, Maintenance of Traffic (MOT) plan, and ultimately, MOT during NE's on-site scope of work.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed traffic mast arms. The report is required to be prepared per FDOT and City of Doral requirements; therefore, CADD drawings will need to be performed by our office. In order to provide information concerning the engineering properties of the soils, it is anticipated that tests may be performed to determine natural water content, organic content, sieve analysis and corrosion series (pH, resistivity, chlorides, and sulfates) analysis on representative soil samples collected from the field. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by CALL SUNSHINE prior to our performing the on-site work.

Traffic Mast Arms geo

<u>Corner of NW 33 St & NW 92 Avenue, Doral, FL</u>

Page 2 of 4

### **FEE SCHEDULE**

The above-indicated scope of work will be performed for an estimated cost of \$8,700.00 based on the following rates and quantities:

Engr. tech. site visit, boring layout, utility clearance	3 hrs. @ \$75.00/hr.	\$225.00
Mobilization of equipment/ crew	1 @ \$500.00	\$500.00
SPT borings (mini drill rig)	75 l.f. @ \$25.00/l.f.	\$1,875.00
Casing (mini drill rig)	75 l.f. @ \$8.00/l.f.	\$600.00
Drafter/CADD per FDOT requirements	2 hrs. @ \$95.00/ hr.	\$190.00
Corrosion Series Analysis	3 tests @ \$200.00/test	\$600.00
Soil Classification/Laboratory Analysis	3 tests @ \$100.00/test	\$300.00
Senior Project Engineer	10 hrs. @ \$150.00/hr.	\$1,500.00
Principal Engineer	2 hr. @ \$180.00/hr.	\$360.00
MOT Plan	Lump Sum	\$750.00
Project Engr. procure City of Doral ROW Permit	8 hrs. @ \$100.00/hr.	\$800.00
Maintenance of Traffic (one day estimated)	Lump Sum	\$1,000.00

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%. Also, the above rates are based on normal business hours. If this work requires night/ weekend hours, the unit rates will be increased by 1.5.

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by the Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our affiliated company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For over thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

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Traffic Mast Arms geo

Corner of NW 33 St & NW 92 Avenue, Doral, FL Page 3 of 4

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted, NUTTING ENGINEERS OF FLORIDA, INC.

Scott Ersland Division Manager Richard C. Wohlfarth, P.E. Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

#### PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE:		DATE:	
PRINT NAME:		TITLE:	
ADDRECC.			
PHONE:	EMAIL:		
	W 33 St & NW 92 Ave Doral geo 12-18-23		

### **General Terms and Conditions**

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment – No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

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Traffic Mast Arms geo

Corner of NW 33 St & NW 92 Avenue, Doral, FL

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Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

# PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents. if any.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

Sample Handling and Retention – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

Documents - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE'S reports for purposes of the current project. Other parties are not authorized to use or rely upon NE'S reports unless NE so states in writing.

NE - General Contract Terms and Conditions May 2017

Traffic Mast Arms Stantec NW 33 St & NW 92 Ave Doral geo 12-18-23

# RESOLUTION No. 24-19

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER WITH STANTEC CONSULTING SERVICES INC. TO PROVIDE ENGINEERING AND DESIGN SERVICES FOR TRAFFIC SIGNALIZATION AT NW 92 AVENUE AND NW 33 STREET IN THE AMOUNT OF \$111,050.00; AUTHORIZING THE TRANSFER OF FUNDS FROM PUBLIC WORKS ACCOUNT No. 101.80005.500633 TO ACCOUNT No. 101.80005.500340 IN THE AMOUNT OF \$111,050.00 FOR THIS SERVICE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND AVAILABLE FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in October 2020, the design team for the Doral Central Park project performed a traffic study as part of the permitting requirement with Miami-Dade County Department of Transportation and Public Works (DTPW) Traffic Engineering Division (the "County"); and

WHEREAS, upon completion of the study and submission to the County, there were additional comments that needed to be addressed, which were addressed by the design team's traffic engineer through September 2021; and

WHEREAS, thereafter, three (3) comments remained not satisfied which included the completion of a signal warrant analysis for the intersection at NW 92<sup>nd</sup> Avenue and NW 33<sup>rd</sup> Street as recommended by the traffic engineer, the extension of the southbound left-turn lane at NW 97<sup>th</sup> Avenue and NW 33<sup>rd</sup> Street (as requested by the County through the permitting process), and a "Do Not Block" signing and pavement markings at the new southeast entrance of the park at NW 87<sup>th</sup> Avenue; and

WHEREAS, for the signal warrant analysis, the traffic study recommended that the study be completed after the park opens to better analyze if signalization is warranted; and WHEREAS, in 2023, the County advised that the signal warranty study needed to be

completed prior to the park opening; and

WHEREAS, upon completion of the analysis, it was determined by the traffic engineer that the intersection at NW 92<sup>nd</sup> Avenue and NW 33<sup>rd</sup> Street warranted signalization as a result of the project; and

WHEREAS, for the design and engineering of the traffic signalization at NW 92<sup>nd</sup> Avenue and NW 33<sup>rd</sup> Street along with improvements to the southbound left-turn lane at the intersection of NW 97<sup>th</sup> Avenue and NW 33<sup>rd</sup> Street the City engaged and obtained a proposal from Stantec Consulting Services Inc. ("Stantec") whose firm is part of the City's pool of prequalified Engineering and Architecture firms awarded pursuant to Resolution No. 20-243; and

**WHEREAS**, Stantec provided a proposal for professional engineering and design services for traffic signalization at NW 92<sup>nd</sup> Avenue and NW 33<sup>rd</sup> Street, as well as for the improvements to the southbound left-turn lane at the intersection of NW 97<sup>th</sup> Avenue and NW 33<sup>rd</sup> Street in the amount of \$111,050.00; and

WHEREAS, Staff respectfully requests approval and authorization from the Mayor and City Councilmembers for the City Manager to execute the Work Order with Stantec to develop the engineering and design documents needed for the traffic signalization at NW 92<sup>nd</sup> Avenue and NW 33<sup>rd</sup> Street, as well as for the improvements to the turn-lane at the intersection of NW 97<sup>th</sup> Avenue and NW 33<sup>rd</sup> Street in an amount of \$111,050.00; and

**WHEREAS,** Staff further requests approval for the transfer of funds from Public Works Transportation Fund, Account Num. 101.80005.500633 to Account Num. 101.80005.500340 in the amount of \$111,050.00 for this service.

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

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**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 Stantec Consulting Services Inc. for the professional engineering and design services for the traffic signalization at NW 92<sup>nd</sup> Avenue and NW 33<sup>rd</sup> Street along with improvements to the turn-lane at the intersection of NW 97<sup>th</sup> Avenue and NW 33<sup>rd</sup> Street in the amount of \$111,050.00, and the transfer of funds from the Public Works Transportation Fund, Account Num. 101.80005.500633 to Account Num. 101.80005.500340 in the amount of \$111,050.00 for this service are hereby approved.

<u>Section 3.</u> <u>Authorization.</u> The City Manager is authorized to execute the Work Order, transfer the funds, and expend available funds on behalf of the City in furtherance hereof.

<u>Section 4.</u> <u>Implementation.</u> 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.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall take effect immediately upon adoption.