

**WORK ORDER No. 1 FOR PROFESSIONAL SERVICES**

TO: O'Leary Richards Design Associates, Inc.  
8525 SW 92 Street, Suite C-11  
Miami, FL 33156  
Phone (305) 596-6628

DATE: March 26, 2018

**PROJECT DESCRIPTION:**

The City of Doral authorizes the firm of O'Leary Richards Design Associates, Inc. to proceed with the Landscape Plan that defines the location, variety, size, quality, and quantity of all proposed vegetation including relocated trees, proposed trees to meet required mitigation and proposed landscape for (2) traffic circles and (1) splitter island as a part of the Vanderbilt traffic calming project, as of the date of this Work Order. The work should be performed as described on the attached Proposal submitted by your firm dated March 20, 2018. The work includes the development of an existing tree inventory, a certified summary report, a signed and sealed tree disposition plan, and any revisions that may be required as a result of comments by Miami-Dade County Department of Regulatory and Economic Resources.

**SCOPE OF SERVICES AND SCHEDULE:**

The scope of the project will be as described in the attached proposal from O'Leary Richards Design 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 lump sum basis with a not to exceed amount of \$4,500.00. If you fail to execute said Work Order and begin work within ten (10) days, the City of Doral will be entitled to disqualify the Proposal, and revoke the award.

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: O'Leary Richards Design Associates, Inc.

WITNESSES:

SEAL:

BY: [Signature]  
NAME: Kathryn O. Richards  
TITLE: President

1. [Signature]  
2. [Signature]

OWNER: City of Doral  
BY: [Signature]  
NAME: Edward Rojas  
TITLE: City Manager

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

RECEIVED  
APR 03 2018  
PUBLIC WORKS

O'Leary  
Richards  
Design  
Associates,  
Inc.

Landscape Architecture & Planning

March 20, 2018

Mr. Eugene Collings, PE  
Chief of Engineering  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

Re: Professional Landscape Architectural Services for:  
Vanderbilt Park Traffic Calming Improvements  
Tree Disposition Plan & Landscape Plan  
Doral, Florida

Dear Mr. Collings:

**O'Leary Richards Design Associates, Inc.** (ORDA) is pleased to provide the City of Doral (Client) with the following proposal for professional Landscape Architectural Services pertaining to the above-referenced project. The project will consist of (2) traffic circles and (1) splitter island at the following locations:

- Traffic circle at NW 99 Avenue and NW 28 Terrace
- Traffic Circle at NW 99 Avenue and NW 27 Street
- Splitter island on NW 102 Avenue between NW 27 Street and NW 27<sup>th</sup> Terrace

It is our understanding that this project, as it relates to us, will require the following basic services:

**Scope of Services**

- A) Conduct site visit to verify existing conditions and document existing trees within project area to be removed or relocated (9 trees total).
- B) Prepare existing Tree Inventory and Disposition Plan that determines species, size, condition and disposition of existing trees within project area to be removed or relocated only (it is understood that the City will maintain all other vegetation shown on Roadway Plans).
- C) Prepare detailed Landscape Plan that defines the location, variety, size, quality, and quantity of all proposed vegetation including relocated trees, proposed trees to meet required mitigation and proposed landscape for (2) traffic circles and (1) splitter island at locations mentioned above. City shall provide location for proposed trees to meet mitigation requirements.
- D) Prepare details and technical specifications including tree relocation specifications suitable for bidding.
- E) Assist City by incorporating permitting agency's review comments and re-issuing drawings as revisions for final sign-offs by the agencies and departments having jurisdiction. It is understood that the Client shall be solely handling the effort associated with the permitting process through the required permitting agencies.

**Compensation**

Our Lump Sum fee for the aforementioned basic services will be **Four Thousand Five-Hundred Dollars and 00/100 (\$4,500.00)**.

**Scope of Services**

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "supplemental services." In reviewing this proposal for professional services, it should be understood that the above proposal items and their

Oak Plaza Professional Center  
8525 SW 92<sup>nd</sup> Street, Suite C-11  
Miami, Florida 33156  
Phone: 305.596.6628  
Fax: 305.596.9160  
LC #26000195

www.olearyrichards.com

corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. The scope of services is limited by the specific terms of this proposal.

#### **Supplemental Services**

Supplemental Services that are beyond the scope of the basic Scope of Services shall entail additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to appearances before any regulatory boards and/or commissions, irrigation plan, arborist services, surveying, engineering of any kind, plans processing or permitting, construction administration, making revisions in drawings or other documents when such revisions are inconsistent with approvals or instructions previously given, and/or any other service not customarily furnished in accordance with generally accepted Landscape Architectural Service. Securing of these services will be additional and will be negotiated by separate amendment.

#### **Ownership of Documents**

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

#### **Direct Charges**

Unless otherwise specified, the above service fees do not include direct charges such as reproductions, postage, Federal Express/courier, photographic services, etc.: At Cost plus 10% handling charge.

#### **Assignment**

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

#### **Invoicing and Payment**

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client. If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

#### **Indemnification**

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

**Dispute Resolution**

1. If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.
2. Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

**Suspension/Termination**

This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

**Other Terms and Conditions**

Assignment: Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

Governing Law: The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

**Client's Responsibilities**

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements. The Client shall provide a site plan and architectural plans and all other available existing condition information, plats, grading plans, surveys, including utility locations, septic systems, site topography and we will rely on the accuracy of these plans.
2. The Client shall execute and pay for all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction
3. The Client shall provide a survey in Autocad (dwg) format and we will rely on the accuracy of these plans.

**Acceptance**

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Looking forward to working with you.

Very truly yours,



\_\_\_\_\_  
Kathryn O'Leary Richards, ASLA, LEED GA  
President  
O'Leary Richards Design Associates, Inc.

Date: 3/20/18

**AGREED** and **ACCEPTED**, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mr. Eugene Collings, PE  
Chief of Construction  
City of Doral