

WORK ORDER No.1 FOR PROFESSIONAL SERVICES

TO: ADA Engineering, Inc.
8550 NW 33rd St., Suite 202
Miami, FL 33122

DATE: February 20, 2017

Attn: Alex Vazquez, P.E.

PROJECT DESCRIPTION:

The City of Doral authorizes the firm of ADA Engineering, Inc. to proceed with the design of Year 7 of the Canal Bank Stabilization Program as of the date of this Work Order. The work should be performed in accordance with the terms and conditions of RFQ #2016-19 "Canal Bank Stabilization Program Management Year 7" and the Contract Agreement dated February 20, 2017.

The scope of the project will be as described in the ADA proposal dated January 10, 2017 for design of Year 7 of the Canal Bank Stabilization Program. The schedule requires the work to be completed within 240 calendar days in accordance with the submittal for RFQ #2016-19. Design shall be completed by October 18, 2017.

The performance of services associated with this Work Order will be executed on a time and material basis with a not to exceed amount of \$219,927.74.

You are required by the contract documents to execute this Work Order and begin work within ten (10) days from the date of this Work Order.

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: ADA Engineering, Inc.

WITNESSES:

SEAL:

BY: [Signature]
NAME: ALEX VAZQUEZ
TITLE: VICE PRESIDENT

1. [Signature]
2. [Signature]

OWNER: City of Doral

AUTHENTICATION:

BY: [Signature]
NAME: EDWARD ROJAS
TITLE: City Manager

BY: [Signature]
NAME: CONNIE DIAZ
TITLE: City Clerk

APPROVED AS TO FORM:

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

RESOLUTION No. 16-187

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 14 day of September, 2016.




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMANN, P.L.
CITY ATTORNEY

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

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

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

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

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

1. **Scope of Services/Deliverables.**

- 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through **December 31, 2019**, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Vendor.
- 2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable (task) for the Project within the timeframes set forth in the Project Schedule, SPECIAL CONDITIONS Section 3.2, unless extended by the City Manager. A Work Order will be issued for each task, (Design Year 7, CEI Year 7) specifying commencement date, time frame, and deadline of each.

3. **Compensation and Payment.**

3.1 The Vendor shall be compensated in the following manner:

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

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

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

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

4. **Sub-consultants.**

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

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

5. **City's Responsibilities.**

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

6. **Vendor's Responsibilities.**

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

7. **Conflict of Interest.**

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

8. **Termination.**

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

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

9. **Insurance.**

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

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

10. **Nondiscrimination.**

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

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

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

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

12. Indemnification.

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

13. Notices/Authorized Representatives.

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

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

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

For The Vendor: Alex Vazquez, Vice President

ADA Engineering, Inc.
8550 NW 33rd St., Suite 202
Miami, Florida 33122

14. **Governing Law.**

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

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

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

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

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

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

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

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

17. **Non-assignability.**

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

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Edward Rojas, City Manager


Date: 2.7.17

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



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

VENDOR

By: ALEX VAZQUEZ 

Its: VICE PRESIDENT

Date: 1/30/2017