

**WORK ORDER No. 14 FOR PROFESSIONAL SERVICES**

TO: EAC Consulting Inc.  
5959 Blue Lagoon Drive, Suite 410  
Miami, Florida 33126  
(305) 265-5400

DATE: August 24, 2020

The City of Doral authorizes the firm of EAC Consulting Inc. to provide professional engineering design services for the provision of a special inspector during the construction of Morgan Levy Park. Where EAC Consulting 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 November 2017 through Resolution 17-202. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement approved between EAC Consulting Inc. and the City of Doral dated August 24, 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 EAC Consulting Inc. dated August 21, 2020 for Special Inspector Services during the construction of the Morgan Levy Park improvements. The schedule requires the scoped of work to be completed within three (3) months of 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 executed on a Time and Materials basis with a not to exceed amount of \$1,827.70.

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


Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 26, 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: EAC Consulting Inc.

WITNESSES:

SEAL:

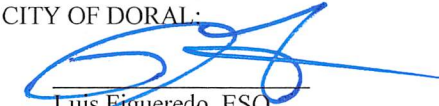
BY:  09/02/2020  
NAME: Michael Adeife, PE  
TITLE: Sr. Vice President

1.   
2. 

OWNER: City of Doral  
BY:   
NAME: Albert Childress  
TITLE: City Manager

AUTHENTICATION:  
BY:   
NAME: Connie Diaz  
TITLE: City Clerk

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

BY:   
NAME: Luis Figueredo, ESQ.  
TITLE: City Attorney



August 24, 2020

Eugene Collings-Bonfill, P.E., P.S.M,PMP, CFM  
 Assistant Director/ Chief of Engineering  
 City of Doral  
 8401 NW 53<sup>rd</sup> Terrace  
 Doral, FL 33166

**Re: Continuing Professional Services Final Agreement - RFQ # 2017-21  
 Fee Proposal for Morgan Levy Park Community Center Renovations- Construction Material  
 Testing Services**

Dear Mr. Collings-Bonfill,

EAC Consulting, Inc. respectfully submits this fee proposal to provide mechanical engineering services for the City of Doral (City).

The following sub-consultant, selected as part of our team under RFQ #2017-21 will support our services on this project:

- Professional Service Industries, Inc. (PSI)

**PROJECT UNDERSTANDING**

It is our understanding that the City is renovating the Morgan Levy Community Center and requires compaction testing for a new cast-in-place concrete slab on grade prior to the concrete placement. Morgan Levy Community Center is located at 5300 NW 102 Ave., Doral, FL

**SCOPE OF SERVICES:**

Construction Material Testing Services. Please refer to the full scope of services fee proposal provided by our sub consultant –PSI, Inc.

**COMPENSATION:**

The fees for professional services were developed in accordance with the billing rates established between EAC Consulting, Inc. and the City of Doral under the referenced agreement. Our Not to Exceed (NTE) fee proposal breakdown is as follows:

Major Task Name and/or Part Description	Fee Amount	Fee Basis
Project Management	\$170.00	NTE
Construction Material Testing Services	\$1,657.70	NTE
<b>Sub-Total (NTE)</b>	<b>\$1,827.70</b>	<b>NTE</b>
Reimbursables	\$0.00	NTE
<b>GRAND TOTAL</b>	<b>\$1,827.70</b>	<b>NTE</b>

**DELIVERABLES:**

Density Test Results

**ADDITIONAL SERVICES AND ASSUMPTIONS:**

- Any services other than the services listed above will require a supplemental service authorization

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope. If the above fee proposal and the terms above are acceptable to you, please provide us with a work authorization so we may begin work.

We look forward to our continued services to the City of Doral.

Sincerely,  
EAC Consulting, Inc.

A handwritten signature in blue ink that reads "E. Rodriguez". The signature is written in a cursive style with a large, sweeping underline.

Evelyn Rodriguez, P.E.  
Assistant Project Manager

cc: Michael Adeife, P.E.; Contracts File

Attached:           Exhibit A - Fee Breakdown (EAC)  
                          Exhibit B – PSI's Proposal

**EXHIBIT "A" – FEE BREAKDOWN (EAC)**

EAC Consulting, Inc.  
 5959 Blue Lagoon Drive, Suite 410  
 Miami, FL 33126  
 (305) 265-5400  
 EAC Project No. 17077.LD01-17

**CONTRACT FEE COMPUTATION (BASIC SERVICES)**

Description: **City of Doral - Morgan Levy Park Community Center Renovations- Construction Material Testings**  
 City Contract No.: RFQ # 2017-21  
 City of Doral, Florida

NO./ACTIVITY Task	Hourly Rate	Principal Manhours	Project Manager Manhours	Senior Engineer Manhours	Project Engineer Manhours	Engineering Tech Manhours	Inspector Manhours	TOTAL Hours	Cost For Activity	Avg. Hourly Rate
		\$ 200.00	\$ 170.00	\$ 131.00	\$ 101.00					
Task 1: Project Management (EAC)			1.0					1.0	170.0	
<b>TOTAL MANHOURS</b>		0	1.00	0.00	0.00	0.00	0.00	1.00	\$170.00	

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES			TOTAL CONTRACT FEE COMPUTATION			(Check Appropriate Box)
Task 1: Project Management (EAC)		\$170.00	Total Activity Salary Costs	\$170.00		[ x ]
0			(a) Overhead Additives			[ ]
0			(1) Administration & General	0%	\$0.00	[ ]
			(2) Fringe Benefits	0.00%	\$0.00	
			MULTIPLIER	100%	\$170.00	
			(b) Lump Sum for Operating Margi	0%		
			Sub-total(Salary Related Costs)	\$170.00		
			(c) Facilities Capital Cost of Money	0.000%	\$0.00	
			b-total(Cost elements applied to Basic Activities)	\$170.00		
			(d) Direct Reimbursables (Out-of-Pocket) (Lum	\$0.00		[ x ]
<b>TOTAL</b>		\$170.00	Sub-Total :	\$ 170.00		
Prepared By:	EAC CONSULTING, INC		<b>TOTAL FEE</b>	\$ 170.00		
Date:	August 24, 2020		Rounded Total	\$170		
Revised By:	EAC CONSULTING, INC					
Date:	August 24, 2020					

**EXHIBIT "B" –PSI' FEE PROPOSAL**



Professional Service Industries, Inc.  
7950 NW 64<sup>th</sup> Street, Miami, FL 33166  
Phone: (305) 471-7725

EAC Consulting, Inc.  
5950 Blue Lagoon Drive, Suite 410  
Miami, FL 33126

Attn: Evelyn Rodriguez, P.E.  
E: [erodriguez@eacconsult.com](mailto:erodriguez@eacconsult.com)  
P: (786) 574-1023

Re: **Proposal for Construction Material Testing Services**  
**Morgan Levy Community Center Renovations**  
5300 NW 102<sup>nd</sup> Avenue  
Doral, FL 33178

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Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to provide this proposal for the above referenced project. If any of the presented project information is found to be inaccurate, we request that you contact us immediately to allow us to make any necessary revisions to this proposal.

Project information was obtained from the structural drawing sheet S1-10. It is understood that the project is an addition of a new cast-in-place concrete slab on grade which will require compaction testing prior to concrete placement.

PSI proposes to provide our services on a time and materials basis. We estimate our total fees to be in the range of **\$1,657.70**. Our scope of work and fee schedule are detailed on the following pages. Total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of tests performed. Our scope of work and fees are detailed on the following pages.

To authorize our services and make this proposal and its attachments, the agreement between us, please sign the attached Proposal Authorization form and return it to us. PSI will commence our services upon electronic receipt of the form. We appreciate the opportunity to submit this proposal. Please contact us if any questions arise or if we may be of service in any way.

Respectfully Submitted,  
**PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)**

Juan D. Villegas, P.E.  
Regional Vice President  
[Juan.Villegas@intertek.com](mailto:Juan.Villegas@intertek.com)

Christopher Fernandez, E.I.  
Construction Services Department Manager  
[Christopher.Fernandez@psiusa.com](mailto:Christopher.Fernandez@psiusa.com)

Attachments: Scope of Services and Fee Schedule  
Proposal Authorization Form  
Distribution of Electronic Reports  
General Conditions





**SCOPE OF SERVICES**

- This project scope estimate assumes efficient construction scheduling and job progress.
- If PSI encounters conditions that alter the proposed scope, we will contact you to establish a corrective scope.

**Laboratory Testing**

- Laboratory testing will be done to verify that soil and aggregate materials being used during construction meet the requirements of the project plans and specifications.
- Please allow for a minimum of (3) working business days for proctor sample analysis prior to requesting density testing.

**(5B.2) Modified Proctor (ASTM D-1557)**

Estimated 1 tests @ \$155.75 per test .....\$155.75

**(5I) Sieve Analysis (ASTM C-136)**

Estimated 1 tests @ \$78.96 per test .....\$78.96

**(23G) Engineering Technician (Sample Pickup Only)**

Estimated 1 hours @ \$68.14 per hour .....\$68.14

**Estimated Fee for Laboratory Testing ..... \$302.85**

**Earthwork**

- In-place moisture-density testing per ASTM D-6938 will be performed for compacted subgrade, compacted fill, and foundation components in accordance with the specified testing frequencies.
- The below estimate assumes that a technician will be needed on site no more than two (2) trips at four (4) hours per trip; and we assume that all testing will be performed during normal business hours.

**(23G) Engineering Technician**

Estimated 8 hours @ \$68.14 per hour .....\$545.12

**(5A.4) Field Density Tests (4-hour min per trip, equipment only)**

Estimated 8 hours @ \$68.14 per hour .....\$545.12

**Estimated Fee for Earthwork ..... \$1,090.24**

**Engineering / Administrative Tasks**

**(23F) Clerical (Report Input)**

Estimated 1 hrs. @ \$48.67 per hr. ....\$48.67

**(23B) Staff Engineer (Coordination, Report Review, etc.)**

Estimated 2 hrs. @ \$91.56 per hr. ....\$91.56

**(23C) Professional Engineer, P.E.**

Estimated 1 hrs. @ \$124.38 per hr. ....\$124.38

**Estimated Fee for Engineering / Administrative Tasks ..... \$264.61**

**TOTAL ESTIMATED PROJECT FEES ..... \$1,657.70**





***Additional Fee Schedule Notes:***

1. All fees and services are provided in accordance with the attached PSI General Conditions.
2. Services and fees not listed on this schedule may be quoted on request.
3. All rates are billed on a portal to portal basis.
4. Fees for this project will be billed monthly in accordance with the rates depicted in our fee schedule.
5. Overtime rates are applicable for services performed on Saturdays, Sundays and Holidays and for services performed between the hours of 7 PM and 5 AM. The overtime rate is 1.5 times the applicable hourly rate. Holidays observed by PSI are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday and Monday following Thanksgiving, Christmas Eve, Christmas Day, and Day After Christmas.
6. Charges for re-inspections, retests, or on-site standby time are not included in this estimate and will be invoiced at the rates included herein.
7. All work will be performed at the direction of PSI's client or client's representative on an "on-call" basis.
8. Scheduling and cancelation of field testing and observation services is required no later than 3 P.M. the working day prior to the date the services are to be performed. Services canceled without advance and/or inadequate notice will be assessed a fee at the minimum technician / inspector rate.
9. PSI will deliver reports electronically to the client and others on the specified distribution list. Reports will be posted on a password protected, secure website available only to those on the distribution list.
10. PSI reserves the right to withhold all reports until we receive a signed Proposal Acceptance or other acceptable written authorization to proceed with the work as outlined.

Please note that Professional Service Industries performs a wide range of services. Please contact a PSI representative if you need any additional services or would like a more detailed summary of our services.

- Environmental Consulting
- Geotechnical Engineering
- Construction Materials Testing & Engineering
- Industrial Hygiene Services
- Nondestructive Examination
- Facilities and Roof Consulting
- Specialty Engineering and Testing
- Mechanical Testing



**PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS**

**AUTHORIZATION**

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

_____		_____	
Authorized By (please print)		Signature	
_____		_____	
Title		Firm	
_____			
Address			
_____		_____	
City	State	Zip Code	Telephone
_____		_____	
Date		Purchase Order No./Project Tracking No. (if applicable)	

**PAYMENT INSTRUCTIONS**

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	
_____		_____	
City	State	Zip Code	Telephone
_____		_____	
Authorizing Party's Relationship to Invoice Payment Party			

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	
_____		_____	
City	State	Zip Code	Telephone
_____		_____	
Authorizing Party's Relationship to Invoice Payment Party			





**DISTRIBUTION OF ELECTRONIC REPORTS:**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Phone No: \_\_\_\_\_

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
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E-Mail: \_\_\_\_\_  
Phone No: \_\_\_\_\_





## GENERAL CONDITIONS

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



to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

**10. ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY). NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

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

B-900-11(14)

**RESOLUTION No. 17-202**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR QUALIFICATIONS #2017-21, "PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES," TO APCT ENGINEERS, ADA ENGINEERING, BCC ENGINEERING, EAC CONSULTING, F.R. ALEMAN AND ASSOCIATES, GANNETT FLEMING, H W LOCHNER, MARLIN ENGINEERING, PEVIDA HIGHWAY DESIGNERS, AND WANTMAN GROUP; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO PROFESSIONAL SERVICES AGREEMENTS, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in response to Request For Qualifications #2017-21, titled "Professional General Engineering and Architectural Services" (the "RFQ"), the City of Doral (the "City") received thirty-two (32) submittals by the August 2, 2017, 11:00 a.m. deadline; and

**WHEREAS**, the selected firms will be used to create a "pool" of pre-qualified consultants to provide professional general engineering and architectural services thereby reducing the costly and time-consuming process of individual solicitations; and

**WHEREAS**, this expedited process would follow the City of Doral Procurement Ordinance #2004-03 whereby any work in excess of \$15,000 is brought before the City Council for approval; and

**WHEREAS**, funding for the tasks assigned under these contracts will be budgeted each fiscal year; and

**WHEREAS**, Staff respectfully recommends that the City Council authorize the City Manager to negotiate and enter into professional service agreements with the following ten (10) firms: A&P Consulting Transportation Engineers, ADA Engineering, BCC Engineering, EAC Consulting, F.R. Aleman & Associates, Gannett Fleming, H W Lochner, Marlin Engineering, Pevida Highway Designers, and Wantman Group for the provision of professional engineering and architectural services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

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

**Section 2. Approval of Rankings.** The City Council hereby approves the rankings of the ten (10) firms, attached as Exhibit "A", as provided by the proposals submitted.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to negotiate and enter into professional service agreements with the following ten (10) firms: A&P Consulting Transportation Engineers, ADA Engineering, BCC Engineering, EAC Consulting, F.R. Aleman & Associates, Gannett Fleming, H W Lochner, Marlin Engineering, Pevida Highway Designers, and Wantman Group for the provision of professional engineering and architectural services, subject to the approval by the City Attorney as to form and legal sufficiency.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption.

The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of November, 2017.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

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

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY



# EXHIBIT "A"

# TAB SHEET

RFQ 2017-21

## GENERAL ENGINEERING & ARCHITECTURAL SERVICES

### TOP TEN

FIRM	POINTS
1. A&P CTE	94.5
2. BCC ENGINEERING	91.4
3. GANNETT FLEMING	90.6
4. EAC CONSULTING	89.0
5. ADA ENGINEERING	88.8
6. MARLIN ENGINEERING	88.6
7. PREVIDA HIGHWAY DESIGNERS	87.2
8. H W LOCKNER	86.2
9. WANTMAN GROUP	86.0
10. F R ALEMAN	85.6