

**RESOLUTION No. 14-39**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND DAVID PLUMMER & ASSOCIATES FOR DESIGN SERVICES, BIDDING ASSISTANCE, AND CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE PARKING LOT IMPROVEMENTS TO MORGAN LEVY PARK IN AN AMOUNT NOT TO EXCEED \$26,550.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Morgan Levy Park is a focal point for the surrounding community; and

**WHEREAS**, the City of Doral has identified improvements to the parking lot at Morgan Levy Park to improve access and mobility to residents (the "Project"); and

**WHEREAS**, the Parks & Recreation Department wishes to engage a firm to proceed with design services, bidding assistance, and construction engineering inspection services for the Project; and

**WHEREAS**, David Plummer & Associates, is a prequalified consultant of professional services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in September 2011. Following a review of the experience and qualifications from the pool of prequalified firms, it was determined that David Plummer & Associates, has the most relevant experience to provide design services, bidding assistance, and construction engineering inspection services for the Project; and

**WHEREAS**, Staff respectfully requests that the City Council approve the Work Order with David Plummer & Associates, to provide professional design services, bidding assistance, and construction engineering inspection services for the project in an amount

not to exceed \$26,550.00, and authorizing the City Manager to execute the Work Order and expend budgeted funds on behalf of the City.

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

**Section 1. Recitals.** The above recitals are true, correct, and incorporated herein.

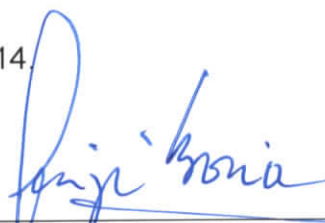
**Section 2. Approval.** The Work Order between the City and David Plummer & Associates for the design, bidding assistance, and construction engineering inspection services of the project in an amount not to exceed \$26,550.00, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Work Order and expend budgeted funds on behalf of the City.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Fraga who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

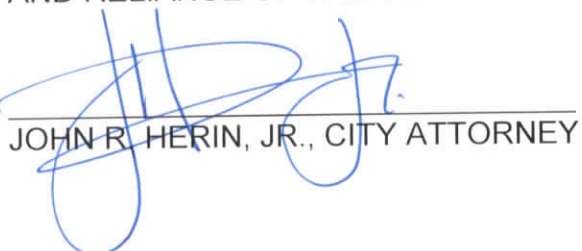
PASSED and ADOPTED this 12th day of March, 2014.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

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

  
\_\_\_\_\_  
JOHN R. HERIN, JR., CITY ATTORNEY

# EXHIBIT “A”

**WORK ORDER No. 5 FOR PROFESSIONAL SERVICES**

TO: David Plummer & Associates  
1750 Ponce De Leon Blvd.  
Coral Gables, FL 33134

DATE: February 22, 2014

**PROJECT DESCRIPTION:**

The City of Doral authorizes the firm of David Plummer & Associates to proceed with the design phase, bidding phase, and construction and engineering inspection services for the improvements to the Morgan Levy Park parking lot as of the date of this Work Order. The work should be performed in accordance with the terms and conditions of the City of Doral Engineering and Architectural Services Contract Master Agreement dated December 2, 2011, and the attached Proposal submitted by your firm for the above referenced project.

The scope of the project will be as described in the Proposal dated February 22, 2014.

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 \$26,550.00.

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: David Plummer & Associates

WITNESSES:

SEAL:

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

OWNER: City of Doral

AUTHENTICATION:

BY: \_\_\_\_\_  
NAME: Joe Carollo  
TITLE: City Manager

BY: \_\_\_\_\_  
NAME: Barbara Herrera  
TITLE: City Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
NAME: John Herin  
TITLE: City Attorney

February 5, 2014  
Revised February 12, 2014  
Revised February 22, 2014

Mr. Michael Festa  
Recreation Programs Coordinator  
City of Doral  
8401 NW 53rd Terrace  
Doral, FL 33166  
(305) 593-6600

**Re: Morgan Levy Park – Parking Design Services - #13120.02**

Dear Michael:

David Plummer & Associates (DPA) is pleased to provide your organization the design services for the City of Doral Morgan Levy Park – Parking Design Services in Doral, FL. This letter, and the terms and conditions of the Professional Services Agreement between the City of Doral and DPA, dated December 2, 2011, will apply to this contract.

Our involvement in the project is described in the attached Scope of Services (Attachment A). The fees for the corresponding project tasks are included as Attachment B.

If you concur with the contents of this agreement, please sign both copies and return a single copy to our office. We are prepared to start this work, upon receipt of the above stated item, subject to a mutually agreed upon schedule.

Sincerely,



Timothy J. Plummer, PE, President  
DAVID PLUMMER & ASSOCIATES

Accepted by:

\_\_\_\_\_  
Parks and Recreation Department  
CITY OF DORAL

cc: Accounting, Proposal Book

Attachments: Attachment A, B

Morgan Levy Park-Construction Plans-Parking Lot Only-let-2.docx

## Attachment A - SCOPE OF SERVICES

### Morgan Levy Park Parking Design Services

February 5, 2014  
Revised February 12, 2014  
Revised February 22, 2014

#### **Project Location**

Morgan Levy Park is located at 5300 NW 102 Avenue in the City of Doral, Florida.

#### **Purpose**

The purpose of this work is to increase the number of parking spaces serving the park. Construction plans will be prepared to provide these additional spaces.

#### **SCOPE OF WORK**

##### **TASK 1 – Construction Plans for Parking Lot Improvements**

Under this task, the DPA Team will prepare construction plans to improve the existing parking lot at Morgan Levy Park. The construction plans package will consist of the following:

- Key Sheet
- Typical Section
- General Notes
- Site Plan Sheet
- Paving, Grading and Drainage Plan Sheet(s)
- Miscellaneous Construction Details
- Signing and Pavement Marking General Notes
- Signing and Pavement Marking Plan Sheets
- Signing and Pavement Marking Details
- Tree Relocation Plan
- Irrigation Plan

The design will consist of the following:

- Removal and paving of terminal islands in order to extend four rows of parking across an existing drive aisle, and relocation of existing trees within Morgan Levy Park.
- Additional parking spaces will also be provided by paving a green area in the northeast corner of the parking lot, and reconfiguring existing parking spaces to provide additional spaces by slurry-seal coating and restriping portions of the parking lot.
- Removal of existing wheel stops, and installation of new or existing wheel stops in accordance with the new parking space layout.

This task also includes the following:

- Topographic survey services for the design
- Geotechnical engineering services to provide two (2) Standard Penetration Test (SPT) borings to a depth of 10 feet and one (1) percolation test in accordance with South Florida Water

Management District procedures. Services include underground utility clearance, laboratory testing, and written report of subsurface exploration and engineering evaluation

- Field review
- Up to a total of three review / permitting / project coordination meetings with MDC RER, City of Doral Building Department, and City of Doral Public Works
- Bid assistance in the form of review of contractor bids
- Cost estimate

The construction plans package will be submitted to the City of Doral for review and approval (five draft and five final sets).

***Product: Construction Plans for Parking Lot Improvements***

**TASK 2 – Construction Phase Services**

Under this task, the DPA Team will provide construction phase services including:

- Attending preconstruction meeting
- Providing up to four (4) responses to contractor requests for information (RFIs)
- Shop drawing reviews
- Performing up to a total of eight (8) periodic field reviews during the construction phase
- Attending final inspection

***Product: Construction Phase Services***

**TASK 3 – Unforeseen Technical Services**

There are often unexpected technical services identified during the process that are not part of this agreement. These additional services may be requested by the City of Doral, the reviewing agencies, or other members of the project team. If unforeseen technical services are required, an additional work order will be prepared and submitted to the City of Doral for approval.

***Product: Unforeseen Technical Services as needed***

This Scope of Services is based on the following conditions:

1. The design will be based on the approved Conceptual Plan for Parking Improvements prepared for the City of Doral by DPA under a separate work order.
2. Utility coordination, with the assistance of the City of Doral as necessary, is included in this contract.
3. The construction documents will reference the latest edition of the FDOT Standard Specifications for Road and Bridge Construction.
4. The City of Doral will provide the original design drawings or as-built drawings of the existing parking lot.
5. The City of Doral will be responsible for application, permit, and processing fees.





## Attachment B – SCHEDULE OF FEES

### Morgan Levy Park

### Parking Design Services

February 5, 2014  
February 12, 2014  
February 22, 2014

<b><u>TASK</u></b>	<b><u>STIPULATED SUM</u></b>
TASK 1 – Construction Plans for Parking Lot Improvements	\$ 19,550
TASK 2 – Construction Phase Services	\$ 7,000
TASK 3 – Unforeseen Technical Services	If required

Note: Reimbursable expenses are included in the tasks above.

Morgan Levy Park–Construction Plans–Parking Lot Only-fee-2.docx



February 20, 2014

Mr. Victor Lee, PE, PLS  
Vice President  
David Plummer & Associates  
1750 Ponce de Leon Blvd.  
Coral Gables, FL 33134

Re: Professional Landscape Architectural Services for:  
Morgan Levy Park  
5300 NW 102<sup>nd</sup> Avenue  
Doral, Florida 33178

Dear Mr. Lee:

**O'Leary Richards Design Associates, Inc.** (ORDA) is pleased to provide David Plummer & Associates (Client) with the following proposal for professional Landscape Architectural Services pertaining to the above-referenced project. The basic services are as follows:

Basic Services

- I. Construction Documents
  - A) Conduct site visit to verify existing field conditions, document existing trees to be relocated and meet with City staff to determine new location of relocated trees.
  - B) Conduct site visit to document existing irrigation to be modified. As-built irrigation plans to be provided by the City of Doral and we will rely on the accuracy of these plans.
  - C) Preparation of a Tree Relocation Plan that includes trees within the proposed re-configured parking lot. All trees to be relocated within the limits of Morgan Levy Park.
  - D) Preparation of tree relocation specifications suitable for bidding.
  - E) Preparation of an irrigation plan modifying existing irrigation based on re-configured parking lot.
  
- II. Construction Administration
  - A) Perform a maximum of (2) visits to the site during construction to determine if the work is being performed in accordance with the construction documents including brief report of findings.

Our Lump Sum fee for these professional services will be as follows:

Item I – Construction Documentation	\$ 4,250.00
Item II – Construction Administration	\$ 1,000.00
<b>Total Lump Sum Fee</b>	<b>\$ 5,250.00</b>

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 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. The services shall include one minor revision to the site plan and all other revisions shall be considered "supplemental services."

**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 plans, construction administration, engineering of any kind and/or plans processing or permitting. 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 30 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 irrigation as-builts 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 the site plan in Autocad 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,

ACCEPTED:



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

By: \_\_\_\_\_  
Mr. Victor Lee, PE, PLS  
Vice President  
David Plummer & Associates

2/20/14  
Date: \_\_\_\_\_

Date: \_\_\_\_\_