

WORK ORDER No. 10 FOR PROFESSIONAL SERVICES

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

DATE: February 14, 2020

The City of Doral authorizes the firm of EAC Consulting Inc. to provide professional engineering services for Construction, Engineering and Inspections (CEI) services during the construction of the Bike Path Modifications along NW 41 Street between NW 79 Avenue and NW 87 Avenue. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between EAC Consulting Inc. and the City of Doral dated February 26, 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 November 27, 2019 for CEI services during the construction of the Canal Bank Bike Path modifications along NW 41 Street (79-87 Avenue). The schedule requires the scope of work to be completed within 1 month of the 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 \$14,990.00.

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 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.

BY: 
NAME: Harold Desjardes
TITLE: Senior Vice President

WITNESSES: SEAL:


1. 
2. 

OWNER: City of Doral
BY: 
NAME: Albert P. 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

November 27, 2019

CITY OF DORAL

SCOPE OF SERVICES

FOR

Canal Bank Restoration from NW 79th Avenue to NW 87th Avenue

MIAMI-DADE COUNTY



EAC Consulting, Inc.

EAC Consulting, Inc.
5959 Blue Lagoon Drive, Suite 410
Miami, FL 33126
CA# 7011

Canal Bank Restoration from NW 79th Avenue to NW
87th Avenue

November 27, 2019 Rev. 4

**SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION
(CEI)**

1.0 LENGTH OF SERVICE:

For estimating purposes, the Consultant's period of performance is one month.

2.0 ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT:

The City, on an as needed basis, will furnish the following Construction Contract documents for the project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract

3.0 ITEMS FURNISHED BY THE CONSULTANT:

3.1 Field Office:

Field office to be provided by others.

4.0 REQUIREMENTS OF THE CONSULTANT:

4.1 General:

This scope includes CEI Services for the construction activities within the Canal Bank Restoration, between NW 79th Ave. to NW 87th Ave. It shall be the responsibility of the Consultant to monitor the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the City for direction to the Contractor to correct such observed discrepancies.

Inform the City's Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor.

4.2 On-site Field Observations:

Monitor the Contractor's on-site construction activities and materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the City's procedures. Consultant employees performing such services shall be qualified in accordance with the City's procedures.

4.3 Sampling and Testing:

The minimum sampling frequencies set out in the City's Materials Sampling, Testing and Reporting Requirement shall be met. In complying with the aforementioned guide, provide field observations of the Contractor's Quality Control testing and verification testing. **Quality Control and verification testing will be performed by others.** It is assumed that the City will contract with a Materials Testing Lab to provide the verification material testing services.

4.4 Engineering Services:

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- 4.4.1 Attend a pre-service meeting for the Agreement in accordance with the City's guidelines. Provide appropriate staff to attend and participate in the pre-service meeting.
- 4.4.2 Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- 4.4.3 Produce reports, verify quantity calculations and field measure to assist the City with progress payments to the Contractor to prevent delays in operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.
- 4.4.4 The City will provide Public Information Services.
- 4.4.5 Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

5.0 PERSONNEL:

5.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

Estimated staffing of personnel to be assigned to this contract is outlined below:

Project Engineer

Part-Time

Construction Inspector

Full-Time

5.2 Personnel Qualifications

Provide competent personnel qualified by experience and education.

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate.

6.0 OTHER SERVICES:

Upon written authorization by the City, the Consultant will perform additional services under a Supplemental Amendment to the Agreement in connection with the project not otherwise identified in this Agreement.

7.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

8.0 COMPENSATION:

COMPENSATION

Our not to exceed (NTE) and Time & Material (T&M) fee proposal breakdown are as follows:

Major Task Name and/or Part Description	Fee Amount
Professional Services:	
CEI SERVICES	\$14,990.00
Reimbursables	\$0.00
GRAND TOTAL (NTE)	14,990.00

END OF CEI SCOPE OF SERVICES

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