

**RESOLUTION No. 19-22**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO AMEND WORK ORDER NO. 5 WITH KEITH & SCHNARS, P.A. FOR THE ADDITION OF PERMITTING AND DESIGN SERVICES FOR AN IRRIGATION WELL LOCATED AT THE DORAL BOULEVARD AND SR 826/PALMETTO EXPRESSWAY INTERCHANGE TO THE PHASE 2 DORAL BLVD MEDIAN LANDSCAPING IMPROVEMENTS DESIGN IN AN AMOUNT OF \$7,331.16 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$130,675.97; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AMENDMENT WITH KEITH & SCHNARS, P.A. AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral is presently contracted with Keith & Schnars, P.A. for the design of Phase 2 of the Doral Boulevard Median Landscaping Improvements project which has limits between NW 97 Avenue and the SR 826/Palmetto Expressway interchange; and

**WHEREAS**, The Public Works Department (PWD) has conducted multiple reviews on the proposed design plans and provided multiple rounds of comments; and

**WHEREAS**, in an effort to address issues with the existing irrigation system at the Doral Boulevard / SR 826 Interchange and provide irrigation water for the future entry features and median landscape improvements, the PWD has requested that K&S include the permitting and design of an additional irrigation well at the Doral Boulevard / SR 826 interchange to the Phase 2 median landscape improvements design; and

**WHEREAS**, the original approved cost of the design services for the Doral Boulevard Median Landscaping improvements was a not to exceed amount of \$123,344.81; and

**WHEREAS**, the cost for the work necessary to design and permit the additional irrigation well at the NW 36 Street / SR 826 interchange and incorporate into the Phase 2 Doral Boulevard Beautification plans is \$7,331.16, for a revised total not to exceed amount on Work Order No. 5 of \$130,675.97

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

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

**Section 2. Approval.** The work order amendment with Keith & Schnars, P.A. for the additional permitting and design services required to include the additional irrigation well at the Doral Boulevard and SR 826 interchange in the amount of \$7,331.16, for a total Work Order not to exceed amount of \$130,675.97, a copy which is attached hereto as Exhibit "A", is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute the work order amendment with Keith & Schnars, P.A. and expend budgeted funds on the behalf of the City.

**Section 4. 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 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

The motion was seconded by Councilmember Cabral and upon being put to a vote, the

vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 9 day of January, 2019.

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

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

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

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

**FIRST AMENDMENT TO WORK ORDER NO. 5 BETWEEN  
THE CITY OF DORAL, FLORIDA  
AND  
KEITH & SCHNARS, P.A.**

This First Amendment to Keith & Schnars, P.A. Work Order No. 5 made and entered into this 9 day of January, 2019, by and between the City of Doral, Florida, a municipal corporation of the State of Florida ("City") and Keith & Schnars, P.A. ("Consultant") having its place of business at 6500 North Andrews Avenue, Fort Lauderdale, FL 33309, for the provision of Design Services for construction plans for an irrigation modification to change the water source from municipal to well and pump at the Doral Boulevard Southbound off-ramp location off of the SR 826/Palmetto Expressway Interchange.

**WHEREAS**, the City of Doral is presently engaged in the design of Phase 2 of the Doral Boulevard Median Landscaping Improvements project which has limits between NW 97 Avenue and the SR 826/Palmetto Expressway interchange; and

**WHEREAS**, The Public Works Department (PWD) has conducted multiple reviews on the proposed design plans and provided multiple rounds of comments; and

**WHEREAS**, the City of Doral is presently contracted with Keith & Schnars, P.A. (K&S) for the design of landscaping improvements along the median of Doral Boulevard between NW 97 Avenue and the SR 826/Palmetto Expressway interchange; and

**WHEREAS**, In an effort to address issues with the existing irrigation system and water source the PWD has requested that K&S modify the proposed irrigation for the project to include use of a new pump and well system at the subject interchange; and

**WHEREAS**, the original cost for the design services for the Doral Boulevard Median Landscaping improvements approved by the Work Order was a not to exceed amount of \$123,344.81; and

**WHEREAS**, the cost for the provision of additional work performed for the design services was increased to a not exceed amount of \$7,331.16 for the addition of the design services for modification to the existing irrigation water source, with the cost of the amended work to be a not to exceed amount of \$130,675.97.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

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

Section 2. Amendments. The following Sections of the Work Order are hereby amended to read as follows:

**“SCOPE OF SERVICES AND SCHEDULE:**

...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 ~~\$123,344.81~~ \$130,675.97.”

**EXCEPT AS PROVIDED HEREIN**, all other terms and conditions of the Contract dated August 9, 2016, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment 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.

WITNESSES:

\_\_\_\_\_  
Typed Name: \_\_\_\_\_

CONSULTANT: Keith & Schnars, P.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Connie Diaz, City Clerk

**CITY OF DORAL**

By: \_\_\_\_\_  
Edward Rojas, City Manager

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

By: \_\_\_\_\_  
Name: Luis Figueredo, ESQ.  
Title: City Attorney

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

TO: Keith and Schnars, P.A.  
6500 N. Andrews Avenue  
Ft. Lauderdale, FL 33309  
(954) 776-1616

DATE: August 9, 2016

The City of Doral authorizes the firm of Keith and Schnars, P.A. to proceed with the provision of professional design services and the development of construction plans for the landscape improvements within the Doral Boulevard median from NW 97 Avenue to the Palmetto Expressway Interchange. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between Keith and Schnars, P.A. and the City of Doral dated February 23, 2015, 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 Keith and Schnars, P.A. dated July 3, 2017 for design services on the project. The schedule requires the work to be performed within 240 calendar days. All limitations of time set forth in the 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 \$123,344.81.

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 23, 2015 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: Keith and Schnars, P.A.

WITNESSES: SEAL:

BY: [Signature]  
NAME: BRUCE REED  
TITLE: VICE 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

