WORK ORDER No. 2 FOR PROFESSIONAL SERVICES

TO: ADA Engineering 8550 NW 33 Street, Suite 202 Doral, Florida 33122 (305) 551-4608 DATE: May 1, 2015

The City of Doral authorizes the firm of ADA Engineering and their sub-consultant Hadonne to provide professional survey services for the de-mucking activities on the NW 114 Avenue Park to include survey prior to contractor de-mucking, survey of top of rock, and final elevation survey. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Final Agreement between ADA Engineering and the City of Doral dated February 2, 2015, and the attached Proposal submitted by Hadonne for the above referenced project.

SCOPE OF SERVICES AND SCEHDULE:

The scope of the project will be as described in the attached proposal from Hadonne dated April 23, 2015 and the services will be provided on a scheduled coordinated with the City. 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 \$14,500.00. All invoices shall be directly provided to the City of Doral by the sub-consultant for payment.

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.

This Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 2, 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: ADA Engineering WITNESSES: SEAL: BY: 1. NAME: 2. TITLE: OWNER: City of Doral AUTHENTICATION BY: BY: NAME: Edward Rojas NAME: Connie Diaz TITLE: City Manager TITLE: City Clerk APPROVED AS TO FORM AND

LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL:

BY: WEISS, SEROTA, HELFMAN, COLE, NAME: **BIERMAN & POPOK, PL** TITLE: City Attorney



Proposal / Agreement

Thursday April 23, 2015

Land Surveyors and Mappers 3D Laser Scanning Utility Coordination Subsurface Utility Engineering

PAGE 1 OF 2

CBE / DBE Submitted to: Sent Via: Jorge.Gomez@cityofdoral.com attn: Jorge A. Gomez, P.E. City of Doral 8401 NW 53rd Terrace, 2nd Floor Doral, FL 33166 Description: 114th Street Park at City of Doral, located at NW 82 St & NW 114 Ave., Doral, FL, Folio Number 35-3007-001-0340 Scope of Service: Fee 1) Pre-Demucking Survey Surveyor shall take elevations shots in oder to document the conditing before taking the top soild out of the property. 2) Top of Rock Survey Survey shall take elevation shots on top of rock after all muck has been removed Final Elevation Survey As-Built Survey after back filling has been completed **Pricing Structure** 1) As-Built Survey shall be Invoices based on the following hourly rates agains a not to ecedd amount of 12,300.00 Survey Crew @ \$ 110.00 per Hour Survey Technitian @ \$95.00 per Hour and shall be 50% of Field Time Proffesinal Surveyor and Mapper @ \$110.00 per Hour and shall be 25% of Field Time Final As-Built Survey 2) This task only includes office work and shall be a lump sum 2,200.00

By signing below **I APPROVE AND ACCEPT** this Agreement as a legal contract and read and agree to the payment terms as set forth above.

4.

By: Date: Date:

I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything we can do to be of service in this or any other matter, please do not hesitate to call me directly at +1 (305) 266-1188.

Sincerely yours,

Abraham Hadad, PSM / President



J

PAGE 2 OF 2

Terms and Conditions provided below shall be deemed integrated into our agreement as if fully set forth therein

Year 2015 hourly Rates (loaded hourly rates):	
Two Person Survey Party	\$110.00 per Hour
Three Person Survey Party	\$130.00 per Hour
Office Computer Drafter	\$65.00 per Hour
Office Survey Technician	\$95.00 per Hour
Professional Surveyor in charge (Project Surveyor)	\$110.00 per Hour
EM Locating Crew	\$170.00 per Hour
Two Man GPR and Locating Crew	\$200.00 per Hour
Vacuum Truck Crew (Test Holes / Soft Digs)	\$320.00 per Test Hole

Qualifications:

County and / or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J17-05 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response if so required and an additional charge will apply per HC's hourly rates for calendar year 2015, which are set forth in the "Estimate Fee" section of this Proposal. All survey work to be done in U.S. feet, elevations to be reference to National Geodetic Vertical Datum of 1929 (NGVD 1929) should a different Datum be required, the consultant must be notified in writing. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate any and all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require a 24-hour, prior written notice before fieldwork can be performed. This notice should be sent via facsimile or email to HC. This Proposal does not include any permit fee nor plans processing fees assessed by the applicable government agency. This Proposal does not include construction inspections or certifications for construction completion. Horizontal control points shall be referenced to the Florida State Plane Coordinate System, North American Datum of 1983 adjusted 1990 (NAD83/90). All work to be performed in U.S. feet. Client shall be aware that GPR Technology is not 100% accurate. Depending on factors such as and not limited to: soil type, soil moisture, size of underground utility, type of underground utility, depth of underground utilities; some utilities may not be detected by GPR. GPR will detect the presence of the utility but not the type. The client will do its best to identify the type of utility but it may

Payments Terms:

Payment is due for HC's completion of each task UPON RECEIPT of HC's Invoices. It is understood that this Proposal is entered into between HC and the Client. HC's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by HC. HC's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms, and HC's Standard Terms and Conditions (collectively the "Contract"), which is attached and incorporated by reference as if fully set forth here. The Client's signature shall also constitute a notice for HC to proceed with its Scope of Services. In the event HC is required to enforce any terms of the Contract, Client agrees to pay to HC all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that HC's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client actually pays to Client. Both HC and the Client may terminate this Proposal after ten (10) days written notice, and upon Client's payment to HC of all outstanding fees and expenses incurred by HC through the date of such written notice.

Initials: <u>AH</u>

Albert Argudin, Jr.

From: Sent: To: Subject:

. . .

Jorge Gomez (PW) <Jorge.Gomez@cityofdoral.com> Wednesday, May 06, 2015 7:45 AM Albert Argudin, Jr. RE: Work Order 2

Thank you.

Please advise on the status of the Work Order.

Regards, Jorge A. Gomez, P.E. Chief of Engineering

City of Doral 8401 NW 53rd Terrace, 2nd Floor Doral, FL 33166 T 305.593.6740 Ext. 6017 F 305.593.6617 Jorge.Gomez@CityofDoral.com www.CityofDoral.com

-----Original Message-----From: Albert Argudin, Jr. [mailto:aargudinjr@adaeng.net] Sent: Tuesday, May 05, 2015 2:56 PM To: Jorge Gomez (PW) Subject: Work Order 2

Jorge,

Work Order 2 is addressed to ADA, but I want to clarify that the proposed work and invoicing will be completed by Hadonne. Therefore; Hadonne will be solely responsible for performing the work in accordance with the contract provisions contained in the Final Continuing Professional Services Agreement between the City and ADA.

Regards,

Albert Argudin, Jr, CGC Vice-President A.D.A. Engineering, Inc. 8550 NW 33 ST, Suite 202 Doral, FL 33122 T 305-551-4608<tel:305-551-4608>, x. 312 F 305-551-8977<tel:305-551-8977> www.adaeng.net<http://www.adaeng.net/>

Sent from my iPhone