

WORK ORDER No. 6 FOR PROFESSIONAL SERVICES

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

DATE: September 14, 2022

The City of Doral authorizes the firm of EAC Consulting Inc. to provide "Post Design" services for ITB 2022-22 NW 58th Street Outfall Project (Sub Basin H-8 Drainage Phase 2-NW 58th Street Canal Outfall). 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 October 2020 through Resolution 20-243. 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 January 4, 2021, and the attached Proposal dated June 22, 2022 and 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 June 22, 2022 to provide "Post Design" services for ITB 2022-22 NW 58th Street Outfall Project (Sub Basin H-8 Drainage Phase 2-NW 58th Street Canal Outfall). The schedule requires the scope of work to be completed within 240 Calendar Days of NTP. 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 material basis not to exceed the amount of \$53,277.00.

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 January 4, 2021 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: [Signature]
NAME: Michael Adeife, PE
TITLE: Sr. Vice President

1. [Signature]
2. [Signature]



OWNER: City of Doral

AUTHENTICATION:

BY: [Signature]
NAME: Ken M. Diaz
TITLE: City Manager

BY: [Signature]
NAME: Connie Diaz
TITLE: City Clerk

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

BY: [Signature]
NAME: Luis Riguereau, Esq
TITLE: City Attorney



June 22, 2022

Ms. Stephanie Bortz, CFM
Stormwater Utility Manager
City of Doral Public Works Department
8401 NW 53 Terrace
Doral, FL 33166

Re: City of Doral Continuing Professional Services Agreement - RFQ # 2020-22
Basin H8 Drainage (Phase 2) NW 58 Street Canal Outfall - Construction Administration Services
EAC Project No. 20067.LD01-05

Dear Ms. Bortz:

Pursuant to previous coordination efforts, EAC Consulting, Inc. (EAC) respectfully submits this professional services fee proposal to provide Construction Administration Support Services for the Basin H8 Drainage (Phase 2) NW 58 Street Canal Outfall project.

ITB Project Scope:

Advertised by the city as ITB 2022-22. the project encompasses the construction and installation of stormwater drainage improvements along NW 57th Street between NW 79th Avenue and NW 78th Avenue (Known as Phase I). In addition, project includes the construction and installation of a closed drainage system consisting of drainage piping interconnected within the basin to a proposed 48-inch diameter drainage outfall into the NW 58th Street Canal. Roadway restoration and milling & resurfacing is required for this project.

Construction Phase Duration:

180 calendar days

EAC Scope of Work

Our scope of work encompasses providing professional staff for construction administration support services to assist and support the city in implementing the construction of the requisite infrastructure improvements. We envision that this assignment will be inclusive of general administration tasks required to support city's personnel and city's designated CEI Consultant on an as need basis.

Our scope of work comprises of the following tasks:

- I. Update to Construction Cost Estimates
- II. Attendance at One Pre-Construction Meeting
- III. Construction Observations / Specialty Site Visits
- IV. Contractors' Submittals / Shop Drawings Reviews
- V. Design Clarification Responses / Request for Information (RFIs)
- VI. Field Orders, Change Order Requests and Claims
- VII. Construction Close Out Services
- VIII. As-Built Drawings Review

Specifically, our scope of work is described as follows:

I. Update to Construction Cost Estimates

EAC shall prepare updates to previously prepared Engineer's Estimate of Probable Construction costs based on current 6-month moving average unit prices for similar work.

II. Attendance at One Pre-Construction Meeting

EAC shall prepare for and attend one Pre-Construction meeting and provide answers regarding questions from the Contractor and Subcontractors. Participation in this task shall involve EAC's technical leads or designees. To derive level of effort (LOE) estimation, attendance at the Pre-Construction Meeting shall be assumed to be our

Project Manager and/or Senior Engineer and shall not include preparing presentations and any post meeting documentation.

III. Attendance at Construction Related Progress Meetings

Not Included in Scope of Work

IV. Construction Observations / Specialty Site Visits

EAC shall conduct site visit observations at bi-weekly intervals (for 6 months) corresponding to the various stages of construction to observe the progress and quality of the Work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. For each site visit, our staff shall prepare Field Reports on the same date as the field visit occurs, to record the events that took place on the project site during the visit. To derive level of effort (LOE) estimation, each site visit shall be assumed at 6 hours per visit per person visiting the site and includes preparation and post visit documentation.

V. Contractors' Submittals / Shop Drawings Reviews

EAC staff shall review contractor submittals and/or shop drawings to determine conformance with the design concepts of the project and compliance with the requirements provided in the contract documents. All reviewed Contractor submittals shall bear EAC's review stamp and adequate notes or comments regarding the review(s) completed. The return of submittals shall be within two calendar weeks of receipt.

VI. Design Clarification Responses / Request for Information (RFIs)

EAC shall review and process all Requests for Information (RFI) developed by the Contractor to provide technical interpretation of the plans/drawings and specifications; shall evaluate requested deviation from the approved design or specification; shall review and respond to RFIs. EAC shall prepare supplementary sketches as may be necessary for clarification of construction plans and assist in resolving actual field conditions encountered by the Contractor. To derive level of effort (LOE) estimation, EAC anticipates a total of 12 RFIs.

VII. Field Orders, Change Order Requests and Claims

EAC shall review and evaluate requested deviations from the approved design drawings and/or specifications and offer opinion as necessary as requested by the City of Doral. EAC shall review all Contractor's change Order Requests and Claims and shall offer a recommendation of an appropriate cost and course of action. For purposes of estimation, EAC shall assume a total of 40 staff hours for this task.

If additional hours are required due to circumstances beyond EAC's control, EAC shall notify the city accordingly, and submit a request for additional services/compensation.

VIII. Construction Close Out Services

EAC shall conduct close out visits to the project to inspect the project to determine if the project is completed in general conformance of the construction contract documents.

1. Substantial Completion and Final Completion: EAC shall attend and inspect the constructed work. EAC shall coordinate with the City of Doral representatives in verifying the completion of the construction contract and assist the City of Doral with developing Substantial and Final Punch Lists.
2. Permit Close-out Services: EAC shall perform services to close-out and provided appropriate certifications and clearances to permitting and jurisdictional agencies

IX. As-Built Drawings Review

This scope of work assumes that the Contractor shall be responsible for preparing, updating, and maintaining as-built drawing documentation. EAC shall review as-built drawings submitted by the contractor and provide comments to the contractor for revision(s) as necessary. Once the as-builts are considered satisfactory by EAC, we shall provide a letter to the City certifying the completion of the as-built drawings.

If additional hours are required due to circumstances beyond EAC's control, EAC shall notify the city accordingly, and submit a request for additional services/compensation.

IX. Record Drawings

Not Included in Scope of Work

Compensation

EAC proposes to provide the scope of services (described above) in the amount of \$ 53,277 as itemized in our fee computation template (Attachment No. 1). Invoices will be submitted monthly.

The following information will be required for us complete our services:

1. Signed approval of this proposal and/or written authorization to proceed with services through Task or Work Order from the City of Doral.

This proposal is based on our understanding of the requirements for services to perform the requisite services as outlined. Accordingly, we reserve the right to modify this proposal due to any changes in scope and duration.

If the above fee proposal and the terms above are acceptable to you, please provide us with a work authorization. We look forward to continuing to partner with the city on this and future projects.

For any questions and or clarification related to this correspondence, please feel to contact me by phone or email madeife@eaconsult.com.

Sincerely,

EAC Consulting, Inc.



Michael Adeife, P.E.
Senior Vice President

Cc: File
Huntley Higgins, PE
Evelyn Rodriguez, PE (EAC)

Encl. (1) Attachment No. 1

Attachment No. 1

City of Doral
Continuing Professional Services Agreement - RFQ # 2020-22



Project Number:		20067.LD01-05												Date:		6/22/2022	
Project Name		Basin H8 Drainage (Phase 2) NW 58 Street Canal Outfall - Construction Administration Services															
Staffhour Estimate and Fee Computation Summary																	
Consultant Name		EAC Consulting, Inc															
Staff Category/Classification		Contract Principal	Project Manager	Senior Engineer	Project Engineer	CADD Technician											
Employee Billing Rates		\$210.00	\$180.00	\$173.00	\$137.00	\$65.00										TOTALS	
Task No. & Description		Staff hours Distribution												Hours	Fees		
1	Update to Construction Cost Estimates	2			3											5	\$831.00
2	Attendance at One Pre-Construction Meeting		2	2												4	\$706.00
3	Attendance at Construction Related Progress	NOT INCLUDED IN SCOPE OF WORK												0	\$0.00		
4	Construction Observations / Specialty Site Visits		12		72											84	\$12,024.00
5	Contractors' Submittals / Shop Drawings Reviews		8	24	48											80	\$12,168.00
6	Design Clarification Responses / Request for Information (12 RFIs)	4	8	24	12											48	\$8,076.00
7	Field Orders, Change Order Requests and Claims Review		8	16	16											40	\$6,400.00
8	Construction Close Out Services	2	6	16	16											40	\$6,460.00
9	As-Built Drawings Review		8	8	24											40	\$6,112.00
10	Record Drawings (Optional)	NOT INCLUDED IN SCOPE OF WORK												0	\$0.00		
Totals																341	\$52,777.00
Other Direct Costs																	
Miscellaneous Expenses																\$500.00	
Grand Total																\$53,277.00	

RESOLUTION No. 22-177

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A WORK ORDER WITH EAC CONSULTING, INC. TO PROVIDE POST DESIGN SERVICES FOR ITB 2022-22 NW 58 STREET OUTFALL PROJECT IN AN AMOUNT NOT TO EXCEED \$53,277.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 12, 2021, the 2021 Stormwater Master Plan and the proposed 5-Year Capital Improvement Plan (CIP) was adopted by the City Council via Resolution No. 21-123 (approved 5-0); and

WHEREAS, the results of the Stormwater Master Plan analysis allowed the City to identify and prioritize general areas where major drainage systems are deficient and define the extent of the deficiencies; and

WHEREAS, the Public Works Department (PWD) requested a proposal from EAC Consulting, Inc. (EAC) to provide Post Design Services for ITB 2022-22 NW 58th Street Outfall; and

WHEREAS, the 48-inch outfall will service Sub Basin H-5 which is located between NW 79th Avenue and NW 77th Court from NW 56th Street to NW 52nd Street. The outfall will discharge into the NW 58th Street Canal from the vicinity of the NW 58th Street and NW 79th Avenue intersection; and

WHEREAS, EAC 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 December 2020 via Resolution 20-243; and

WHEREAS, the work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between EAC and the City of Doral dated January 4, 2021, and the attached Proposal dated June 22, 2022; and

WHEREAS, staff respectfully requests authorization for the City Manager to execute Work Order No. 6 to EAC to provide Post Design Services for ITB 2022-22 NW 58th Street Outfall project in an amount not to exceed \$53,277.00, a copy of which is attached as Exhibit "A"; and

WHEREAS, Funding for this request is available in the current Fiscal Year in the Public Works Stormwater Fund – "Construction in Progress" Account, Account No. 401.80005.500650.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 between the City and EAC to provide Post Design Services for ITB 2022-22 NW 58th Street Outfall project in an amount not to exceed \$53,277.00 as to form and legality by the City Attorney, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the work order with EAC and expend budgeted funds on behalf of the City in furtherance hereof.

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 Councilmember Mariaca who moved its adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of September, 2022.



 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