

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
E.R. BROWNELL & ASSOCIATES, INC.
FOR
SURVEYING SERVICES AT DORAL CENTRAL PARK**

THIS AGREEMENT is made between **E.R. BROWNELL & ASSOCIATES, INC.**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the City of Doral (the “City”) has a need to hire a firm to provide surveying services at Doral Central Park; and

WHEREAS, staff obtained several proposal for this work from prequalified city vendors along with a proposal from E.R. Brownell & Associates, Inc. (the “Provider”) who was the firm who performed the previous survey’s for Doral Central Park ; and

WHEREAS, the City Council approved Resolution #17-160, authorizing the City Manager to enter into an agreement with E.R. Brownell & Associates, Inc. for the provision of providing surveying services at Doral Central Park; and

WHEREAS, the City desires to engage the Provider, and the Provider desires to be engaged, to provide professional services as specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Provider shall furnish the professional services to the City as set forth in the Scope of Services found in Exhibit “A,” which is attached to this Agreement and incorporated herein and made a part hereof by this reference.

1.2 The “Scope of Services” includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect until deliverables stated in Exhibit A have been completed by the Provider or unless earlier terminated in accordance with Paragraph 8. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:

X A lump sum amount not to exceed TWNETY SEVEN THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$27,700.00) regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, they must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.

2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider:

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent

qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Avolve hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Avolve in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

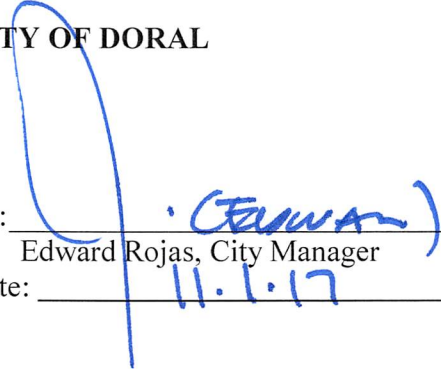
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:




Connie Diaz, City Clerk

CITY OF DORAL

By: 

Edward Rojas, City Manager
Date: 11.1.17

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Weiss Serota, Helfman, Cole, & Bierman, PL
City Attorney

E.R. BROWNELL & ASSOCIATES, INC.

By: STEVEN BROWNELL
Its: Steven Brownell
Date: 10-17-17

Exhibit "A"

Scope of Services

Special Survey Scope

Reference: Doral Central Park

A special purpose survey is required for the above referenced project. The survey is for the purpose of constructing improvements to include an aquatic center with supporting infrastructure and future parks facilities.

The scope of the survey will encompass the area shown in the attached aerial. The survey area is delineated in pink shade.

The specific purpose survey should include:

- All property lines and easements within and adjacent to the property.
- Locations for all surface features to include (but not limited to) buildings, sidewalks, pavements, lakes, trees, slabs, utilities, fences, signs, poles, etc.
- Topography throughout the survey area. Topo readings shall be taken at intervals no greater than 50' or closer where necessary to fully describe the character and shape of the area. Include elevations for special features such as roadways, drainage catch basins, utility structures, top of bank, water level etc.
- Bathymetric survey information within the lake in the area that has been filled since the last bathymetric survey. This area is shown in darker pink in the NW section of the lake. Readings should be at a grid no greater than 25' spacing or closer as necessary to define the lake contours.
- The survey should include at least one benchmark and two horizontal control points (new or existing). Preferably the control points should be existing property corners.
- Provide Subsurface Utility Engineering (SUE) to identify utilities and to determine the physical location and depth of the utilities within the project area. Utilities should include water, sewer, electrical, telecom, data, gas and irrigation. Specific areas of concern are shown in the exhibit marked Utility Locates with the areas of known utilities shown in a yellow shade. Field locations are to be surveyed and reflected in the survey file.
- Provide elevations for rims and inverts on all drainage structures and sanitary structures within the project area.
- Location and identification of trees within the survey limits with a caliper size above 3". Include approximate distance to dripline of tree canopy. Record species and size in tabular form.

- Utilize National Geodetic Vertical Datum of 1929 (NGVD) and locate survey on State Plane Coordinates.
- The survey shall be printed out a minimum of 1" = 30' scale and shall be supplied on disk utilizing AutoCAD 2014 or newer. Provide raw data files for upload into digital terrain models



Overall Topo and
Special Purpose
Boundary

NW 33rd St

NW 37th Ave

NW 29th St

NW 2nd Ave

Google Earth

© 2015 Google



Locate Underground Water Main Facilities in this area

Locate Underground utilities in this area

Locate irrigation feed from lake and Irrigation Main around the lake.

Locate Underground utilities in this area along with Irrigation Main around the lake.

Locate Sanitary Facilities in this area Manhole and stub

Locate Underground Water Main Facilities in this area

NW 87th Ave

NW 33rd St

NW 29th St

NW 92nd Ave

Exhibit "B"

E.R. Brownell & Associates, Inc. Proposal



E.R. BROWNELL & ASSOCIATES, INC.

August 28, 2017

City of Doral
C/o Lazaro Quintero
8401 NW 53rd Terr.
Coral Gables, FL 33166

Re: Doral Center Park

Dear Mr. Quintero:

In accordance with your request for professional surveying services in relation to the aforementioned sites we are pleased to provide you with our fee proposal meeting your requirements in the scope of services submitted to us as follows:

- Consulting Engineers
- Surveyors
- Planners

PRINCIPALS:

Angel J. Lopez
Thomas P. Brownell, P.L.S.

CORPORATE OFFICE:

2525 S.W. 27th Ave.
Suite 100
Miami, FL 33133

Phone: 305.860.3866
Fax: 305.860.3870
www.erbrownell.com

- ❖ Update Survey with Doral aquatics Scope
- ❖ Bathymetric Survey information within lake in the area readings will be at a grid no greater than 50' spacing \$16,500.00
- ❖ Locate underground utilities (Test holes up to 10) \$11,200.00

Note: For additional Test Holes the fee is \$400/ per Test Holes

Total: \$27,700.00

The following Schedule of Hourly Rates is for any additional work or mobilization requested outside of the original agreed Contract.

- (2) Two man Survey Crew..... \$ 115.00/per hour
- (2) Two Man Survey Crew/OT..... \$ 149.50/per hour
- (3) Three Man Survey Crew..... \$ 135.00/per hour
- (3) Three Man Survey Crew/OT..... \$ 175.50/per hour
- (4) Four Man Survey Crew..... \$ 155.00/per hour
- (4) Four Man Survey Crew/OT..... \$ 201.50/per hour
- Principal/Prof. Land Surveyor..... \$ 130.00/per hour
- Survey Technician..... \$ 95.00/per hour
- CADD Operator..... \$ 75.00/per hour
- GPS 1 Man Crew..... \$ 127.00/per hour
- GPS 2 Man Crew..... \$ 160.00/per hour
- Surveyor's Court Appearance,..... \$ 250.00/per hour

City of Doral
C/o Lazaro Quintero
8401 NW 53rd Terr.
Coral Gables, FL 33166
Re: Doral Center Park
August 28, 2017

Upon receipt of your written consent to proceed, we will commence work with an anticipated time frame of (10) to (15) business days, weather permitting. Payment is due upon completion of the survey, and is not contingent to a proposed closing transaction. We will provide (5) signed and sealed prints of the survey drawing.

We have enclosed an Authorization Form in the event we are given the opportunity to serve you. Please do not hesitate to contact me, if you have any questions or concerns.

Sincerely,

E. R. BROWNELL & ASSOCIATES, INC.

Thomas P. Brownell

THOMAS P. BROWNELL, PLS
Executive Vice President

TPB/op

Enclosures: Authorization Form.

City of Doral
C/o Lazaro Quintero
8401 NW 53rd Terr.
Coral Gables, FL 33166
Re: Doral Center Park
August 28, 2017

Authorization

Date: _____

Name of Authorization Agent: _____

Signature of Authorized Agent: _____

PLEASE NOTE: Unless otherwise stated, any charges made on open account are due in full within (10) days of rendition of services. Past due accounts will be charged one and a half (1½) percent service charge per month, including post-judgment interest. All expenses of collection, including reasonable attorney's fees, shall be an additional charge. Upon acceptance of this proposal by the client or its agent, as evidenced from his/her signature herein, the client acknowledges these terms. In the event litigation becomes necessary in regard to collection or any other dispute that may arise as result of this transaction, Dade County, Florida, will be the proper venue for such legal action.
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Exhibit "C"

Insurance Requirements

Exhibit "C"

MINIMUM Insurance Requirements Professional Services Contract

Please Note:

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced below.

All insurance must remain in force during this contract. Any subcontractors are also subject to these requirements. The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. Best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000 (Per Job)
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

- City of Doral listed as an additional insured
- Primary Insurance Clause Endorsement
- Contingent and Contractual Liability
- Premises and Operations Liability

II. **Automobile Liability (If Applicable)** \$1,000,000
Owned or Scheduled Autos, including Hired and Non-Owned Autos
City of Doral listed as an additional insured

III. **Umbrella/Excess Liability (Excess Follow Form)**
Umbrella or excess liability follow form can be utilized to meet the coverage and
limit requirements herein.

City of Doral listed as an additional insured
Excess over all applicable liability policies

IV. **Workers Compensation**
Statutory Limits- State of Florida

Employer's Liability

Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

V. **Professional Liability/Errors & Omissions**

A. Limits of Liability (E&O)

Each Claim \$1,000,000

Policy Aggregate \$1,000,000

If claims-made: Retro Date will be effective prior to project
inception. Coverage shall continue to apply three years after the contract
work is completed.

RESOLUTION No. 17-160

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF E.R. BROWNELL AND ASSOCIATES; APPROVING AN AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, BETWEEN THE CITY AND E.R. BROWNELL AND ASSOCIATES, INC. FOR THE PROVISION OF SURVEYING SERVICES AT DORAL CENTRAL PARK, IN AN AMOUNT NOT TO EXCEED \$27,700.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On May 4th, 2017, the City Council for the City of Doral (the "City") approved the conceptual master plan for Doral Central Park, which included, without limitation, the new location for the future Aquatic Facility; and

WHEREAS, as part of the design process for both the Aquatic Facility and the overall development of the Doral Central Park Master Plan, an updated boundary/topographic survey along with the location of underground utilities is needed to ensure that the design of the facilities factor in the current conditions of the site; and

WHEREAS, in researching possible procurement options, staff obtained several proposals for this scope of work from prequalified city vendors along with a proposal from E.R. Brownell & Associates ("ERBA") which had previously performed surveys for Doral Central Park; and

WHEREAS, because ERBA had previously performed surveys at Doral Central Park, it was able to offer the City a price that was significantly lower than all other provides solicited by the City; and

WHEREAS, section 2-321 of the City Code of Ordinances provides that the City Council may waive the City's competitive bidding procedures, upon the recommendation of the City Manager, when it is in the City's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors; and

WHEREAS, the City Manager has recommended waiving the competitive bidding procedures in favor of ERBA because ERBA's history with the City and, specifically, Doral Central Park, allows ERBA to offer the City surveying services at drastically reduced prices compared to other surveyors; and

WHEREAS, Staff respectfully requests the approval to waive the competitive bid process pursuant to Section 2-321 of the City Code of Ordinances and authorize the City Manager to enter into an agreement and expend budgeted funds in an amount not to exceed \$27,700.00 with E.R. Brownell & Associates for the provision of providing surveying services at Doral Central Park.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Waiver. Pursuant to section 2-321 of the City Code of Ordinances, and upon the recommendation of the City Manager, the City's competitive bidding procedures are hereby waived in favor of E.R. Brownell & Associates for the purposes of surveying services at Doral Central Park. This waiver, absent an

agreement between the City and ERBA, does not vest ERBA with any contractual rights.

Section 3. Approval of Services. The procurement of surveying services for Doral Central Park by E.R. Brownell & Associates, in an amount not to exceed \$27,700.00, is hereby approved.

Section 4. Authorization to Procure Services. The City Manager is hereby authorized to enter into an agreement, subject to approval by the City Attorney as to form and legal sufficiency, and expend budgeted funds in furtherance hereof.

Section 5. 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 6. Effective Date. This resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 27 day of September, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY