

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
DAVID PLUMMER & ASSOCIATES
FOR
POST DESIGN SERVICES FOR ITB 2020-24 “STORMWATER IMPROVEMENTS AT
SUB BASIN A-2”**

THIS AGREEMENT is made between DAVID PLUMMER & ASSOCIATES, (hereinafter the “Consultant”), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, ITB 2020-24 “Stormwater Improvements at Sub Basin A-2” (the “Project”) was awarded to Maggolc, Inc. during the September 9, 2020 Council Meeting; and

WHEREAS, as part of the construction phase, post design services are required in order to review all shop drawings and Request for Information (RFI) by the consultant to the Engineer of Record (EOR); and

WHEREAS, Resolution No. 16-189 approved and authorized to staff to execute and issue Work Order No. 10 to the Consultant for the provision of design services and the development of construction plans for stormwater improvements at Sub Basin A-2 which is located along NW 79th Avenue between NW 21st Street and NW 14th Street; and

WHEREAS, Consultant was selected to perform the engineering services in Work Order 10 in accordance with Consultant Competitive Negotiation Act; and

WHEREAS, the Project construction plans is the stormwater improvement design completed by the Consultant under Work Order No. 10 which post design services are needed from the EOR for this phase; and

WHEREAS, it is in the City’s best interest to engage the Consultant, and the Consultant desires to be engaged to perform the services specified below and attached on the terms 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, Consultant and the City agree as follows.

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

- 1.1 The City grants to the Consultant the rights delineated in this Agreement and the Scope of Services for the provision of post design services as outlined in the proposal dated **April 21, 2020** by appropriately licensed professionals.
- 1.2 The Consultant shall furnish professional services to the City as set forth in the proposal, including but not limited to the task listed under Task 01, Task 02, Task 03, and Task 04, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.3 Consultant may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.
- 1.4 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and work shall be completed within ninety (90) calendar days during the construction phase after the date specified in the Notice to Proceed, unless earlier terminated in accordance with Paragraph 8. Continuation of the Agreement beyond the initial term, is a City prerogative, and not a right of the Consultant.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Consultant a not to exceed amount of **Thirteen Thousand Four Hundred and Twenty Dollar (\$13,420.00)** for the Post Design services associated to the Project on a time and material basis. The parties estimate that performance of this Contract will not exceed the Not to Exceed amounts. A breakdown of costs used to derive the time and material amount is specified in the Fee Proposal attached. Upon completion of the work, Consultant 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 Consultant will be liable to the City for additional costs incurred by the City that are a direct result of conflicts, errors, or omissions in the Construction Documents.

- 3.3 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- 3.5 If Consultant or any of its subconsultants dispute any determination with respect to a payment application, Consultant and its subconsultants will nevertheless expeditiously continue to prosecute the Services, provided that undisputed amounts are timely paid. The City will not be deemed to be in default or breach of contract for withholding of any payment under Section 3.4 in good faith.
- 3.6 The City shall not reimburse the Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved in a written amendment to the Agreement having been executed and approved in the same manner as an additional service under this Agreement.

4. **Sub-Consultants**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Service.
- 4.2 Any changes to the subconsultants identified in Consultant's proposal that Consultant desires to use on the Service must have prior written approval of the City Manager or his designee. The City will be a third-party beneficiary of contracts entered into between Consultant and subconsultants. Third party contracts will contain a provision making the City a third-party beneficiary and will require the same professional error and omissions insurance and commercial general insurance required of the Consultant.

5. **City's Responsibilities.**

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

- 5.2 Furnish to Consultant, at the Consultant's written request, all available data pertinent to the services to be provided by Consultant, in possession of the City. Consultant shall verify all information provided by the City is accurate.

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work.

- 6.2 The Consultant and the subconsultants will comply with the time schedule in the Scope of Services provided by Consultant for producing documents. Should the progress of the Consultant and subconsultants Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Consultant and subconsultants Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement. Excusable Delays shall be limited to acts of neglect by the City of City's agents, contractors, subcontractors, or consultants when acting at the City's direction, breaches of this Agreement by the City, Acts of God such as fire, flood, earthquake, or epidemic.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of David Plummer & Associates, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. David Plummer & Associates will exercise reasonable efforts to overcome the challenges presented by current circumstances, but David Plummer & Associates will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus. Consultant shall provide the City with written notification of all changes in anticipated delivery times, jurisdictional approvals, and project costs. The City must provide approval of all changes in project costs.

- 6.3 Consultant shall budget for the cost of the work the proposed procurement and delivery method and other initial information, each in terms of the other,

to ascertain the requirements of the Project. Consultant shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

- 6.4 Consultant will review shop drawings, RFI's, and other documents submitted by the contractor as set forth in the Scope of Services.
- 6.5 Consultant will cooperate with the City's General Contractor in value engineering changes to the Project. However, Consultant shall be entitled to compensation as an additional service for such value engineering services during the construction phase.

7. **Conflicts of Interest**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant 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. This section does not prevent Consultant from working in the City, however, to avoid any appearance of a conflict, Consultant shall advise the City of other projects Consultant works on in the City.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Consultant without cause. Cause shall include but not be limited to a failure on the part of Consultant to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop providing the Service.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 6.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service 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 Consultant may terminate this Agreement upon ten (10) days written notice to the City should the City be in material breach of this Agreement.

9. **Insurance.**

9.1 The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers. Any insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage's shall include a minimum of: See Insurance Requirements.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees 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 Consultant shall 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 Consultant's acts, errors, omission negligence, reckless, or intentionally wrongful conduct under this Agreement Consultant 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 Consultant's acts, errors, omission negligence, reckless, or intentionally wrongful conduct. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

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 Consultant.

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: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Consultant: Victor Lee, P.E.
Vice President
David Plummer & Associates.
1750 Ponce De Leon Boulevard
Coral Gables, FL 33134

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 Consultant 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 Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant 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.

16.4 In addition to other contract requirements provided by law, Consultant shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that

does not exceed the cost provided in this chapter or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Consultant may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, 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 Consultant and its employees, volunteers and agents shall be and remain independent contractors 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 Consultant.**

- 20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
- (a) Consultant, and its employees shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
 - (b) Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
 - (c) The execution, delivery and performance of this Agreement by Consultant 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 Consultant in accordance with its terms; and
 - (d) Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in accordance with the professional standard of care defined above .

21. **Compliance with Laws.**

- 21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 21.2 The Consultant shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Consultant.

22. **Non-collusion.**

- 22.1 Consultant 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 Consultant 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. Consultant 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 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, 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 Consultant 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. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

27.2 Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of David Plummer & Associates, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. David Plummer & Associates will exercise reasonable efforts to overcome the challenges presented by current circumstances, but David Plummer & Associates will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

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.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Consultant and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Consultant's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

33. **Ownership of Results/Work for Hire**

33.1 Any interest (including, without limitations, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including without limitation electronic media) prepared by Consultant or its Subconsultant in connection with Services to be performed under this Agreement shall become the property of the City upon full and final payment of all monies owed to Consultant. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions of the information contained in them which is incidental to the overall design of the Project. Any modifications by the City to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the City's sole risk and without liability to the Consultant.

34. **Fla. Stat. 538.0035**

33.1 PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF

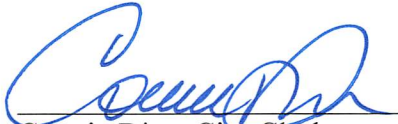
CONSULTANT MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR DAMAGES RESULTING FROM
NEGLIGENCE.

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

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

Attest:

CITY OF DORAL



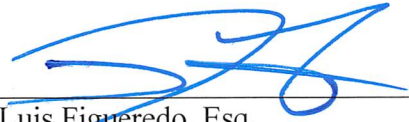
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: Sept. 14, 2020

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



Luis Figueredo, Esq.
City Attorney

David Plummer & Associates.

By: Victor Lee
Its: VICE PRESIDENT
Date: 08/03/20

Exhibit "A"

David Plummer & Associates Proposal

DAVID PLUMMER & ASSOCIATES

TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

1750 PONCE DE LEON BOULEVARD | CORAL GABLES, FLORIDA 33134
305•447•0900 | DPA@DPLUMMER.COM

September 10, 2020

Ms. Stephanie Bortz, CFM
Stormwater Utility Manager
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
(305) 593-6740, Ext. 6024
stephanie.bortz@cityofdoral.com

**Re: City of Doral – Basin A-2 Drainage Improvements
NW 79 Avenue from NW 14 Street to NW 21 Street
Post Design Services for ITB 2020-24 – DPA #16210**

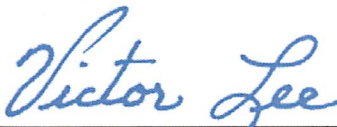
Dear Ms. Bortz,

David Plummer and Associates is entering into a Professional Services Agreement to provide post design services for ITB 2020-24 “Stormwater Improvements at Sub Basin A-2”. As per Section 7 of the Agreement, Conflicts of Interest, to avoid any appearance of conflict of interest, we would like to advise the City of the following projects that the firm is currently working on for the private sector in the City:

- Downtown Doral South (CC Homes)
- NW 87 Avenue and NW 54 Street Signalization (CC Homes)
- NW 87 Avenue and NW 47 Street Signalization (CC Homes)
- UHealth Doral (Perkins & Will)
- NW 53 Street Maintenance of Traffic (Codina Partners)

The projects listed above do not present any conflicts with the post design services for ITB 2020-24. Our firm will also advise the City of any future projects it works on in the City for the term of this Agreement.

Sincerely,



Victor Lee, PE, Vice President
DAVID PLUMMER & ASSOCIATES

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Attachment A - Scope of Services
City of Doral – Basin A-2 Drainage Improvements
NW 79 Avenue from NW 14 Street to NW 21 Street
Post Design Services

Post design services for this project will consist of the following tasks:

TASK 1. Contractor RFIs: Services under this task consist of reviewing and providing responses to contractor's requests for information.

TASK 2. Shop Drawing Reviews: Services under this task consist of shop drawing reviews of drainage structures, or other items requiring review and approval.

TASK 3. Design Assistance: This task includes providing design services requested by the City during construction.

TASK 4. Field Reviews / Meetings: Under this task, DPA will attend required preconstruction and final inspection meeting(s), conduct field reviews during construction, and attend meetings with contractor and/or the City.

Attachment B - SCHEDULE OF FEES

**CITY OF DORAL
BASIN A-2 DRAINAGE IMPROVEMENTS
POST DESIGN SERVICES**

April 21, 2020
Rev. May 19, 2020

<u>TASK</u>	<u>HOURLY BUDGET</u>
Task 1 – Contractor RFIs	\$2,225
Task 2 – Shop Drawing Reviews	\$2,225
Task 3 – Design Assistance	\$3,970
Task 4 – Field Reviews / Meetings	\$5,000
Total	\$13,420

Basin A-2 Drainage Improvements - Post Design Services-fee-051920.doc

**CITY OF DORAL
BASIN A-2 DRAINAGE IMPROVEMENTS
POST DESIGN SERVICES**

TASK	PRINCIPAL	PROJ MGR	SR ENGR	PROJ ENGR	CADD TECH	HOURS	SUBTOTAL
1. Contractor RFIs	0	3	8	8	0	19	\$2,225
2. Shop Drawing Reviews	0	3	8	8	0	19	\$2,225
3. Design Assistance	0	6	10	10	12	38	\$3,970
4. Field Reviews / Meetings	2	16	18	0	0	36	\$5,000
Total	2	28	44	26	12	112	\$13,420
Rate by Category	\$180	\$155	\$120	\$100	\$70		
Fee by Category	\$360	\$4,340	\$5,280	\$2,600	\$840		
DAVID PLUMMER & ASSOCIATES - TOTAL							\$13,420

RESOLUTION No. 20-182

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2020-24, "STORMWATER IMPROVEMENTS AT SUB BASIN A-2" TO MAGGOLC INC., THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY AND MAGGOLC INC. IN AN AMOUNT NOT TO EXCEED \$174,691.00 FOR STORMWATER IMPROVEMENTS AT SUB BASIN A-2; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONSTRUCTION AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 19, 2019, the Mayor and the City Council Members approved and adopted Resolution No. 19-297 (approved 4-0, 1 not Present at time of Vote), to update the 2013 Stormwater Master Plan and the 5-Year Capital Improvement Plan (CIP) for the next 5-year cycle; and

WHEREAS, Sub Basin A-2, a portion of Year 5 of the 5-Year Stormwater Master Plan, consists of the areas along NW 79th Avenue between NW 21st Street and NW 14th Street; and

WHEREAS, the scope of work at Sub Basin A-2 includes the construction of new inlets, manholes, solid pipe, exfiltration trench, milling and resurfacing, and striping; and

WHEREAS, the City issued Invitation to Bid (ITB) #2020-24, "Stormwater Improvements at Sub Basin A-2" (the "ITB"), for which the City received nine (09) submittals were received and opened on August 5, 2020 with one submittal being disqualified for not following procurement submittal procedures and all other firms meeting

the required criteria; and

WHEREAS, upon review of bids received, staff determined that Maggolc, Inc. was the lowest most responsive and responsible bidder (the “Contractor”); and

WHEREAS, a copy of Contractor’s Bid Submittal, which includes the “Construction Agreement”, in substantially the form provided, the ITB Inventory, and Bid Tabulation are all attached as Exhibit “A”, which is incorporated herein and made a part hereof by this reference; and

WHEREAS, staff has recommended that the Mayor and the City Council Members award the ITB to the Contractor, approve the Construction Agreement with Contractor in a not to exceed amount of \$174,691.00, which includes a 10% contingency to address any unforeseen conditions, and authorize the City Manager to execute the Construction Agreement and to expend budgeted funds in furtherance hereof; and

WHEREAS, funding for this request is available from the current Fiscal Year in the Public Works Stormwater Fund – Construction in Progress Account (Line Item- Stormwater Improvements), Account No. 401.80005.500650

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 part hereof by this reference.

Section 2. Approval. The Construction Agreement between the City and Contractor for the Project, in substantially the form provided in Exhibit “A”, in the amount of

\$174,691.00 which includes a 10% contingency to address any unforeseen conditions, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Construction Agreement and expend budgeted funds on behalf of the City in furtherance hereof. The City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm successively, if an agreement cannot be entered into with Contractor, provided the next bidder accepts the contract amount approved above.

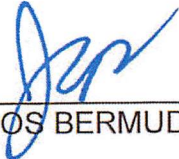
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

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

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

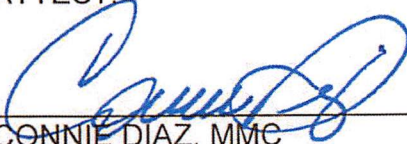
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 9 day of September, 2020.




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