#### WORK ORDER No. 8 FOR PROFESSIONAL SERVICES

TO: BCC Engineering, LLC

6401 SW 87 Avenue, Suite 200

Miami, Florida 33173 (305) 670-2350 DATE: December 7, 2023

The City of Doral authorizes the firm of BCC Engineering, LLC to provide professional services to design the stormwater improvements project for City of Doral, Year 4 of the Capital Improvement Plan. Where BCC Engineering, 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 BCC Engineering, LLC and the City of Doral dated January 4, 2021, and the attached Proposal dated October 16, 2023, and submitted by your firm for the above referenced project.

#### SCOPE OF SERVICES AND SCEHDULE:

The scope of the project will be as described in the attached proposal from BCC Engineering, LLC dated October 16, 2023, for the professional services to design the stormwater improvements project for City of Doral, Year 4 of the Capital Improvement Plan. The schedule requires the scope of work to be completed within twelve (12) months after Notice to Proceed is provided. 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 lump sum basis not to exceed the amount of \$319,177.55.

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.

CONSULTA	NT: BCC Engineering, LLC		WITNESSES:	SEAL:		
BY: NAME: TITLE:	SE VICE PROTIDENT	1. 2.	V.S.	ORPOR		
OWNER:	City of Doral		AUTHENTICATION:	SEAL F		
BY: NAME: TITLE:	Barbara Hernandez City Manager	BY: NAME: TITLE:	Connie Diaz City Clerk	1994 O		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL:						

1

Valerie Vicente \_

BY: NAME:

Valerie Vicente, ESQ.

TITLE:

Nabors, Giblin & Nickerson, P.A.

City Attorney



October 16, 2023

Wilkier Vega, EI Stormwater Utility Manager City of Doral 8401 NW 53rd Terrace Doral, FL 33166

Reference: CITY OF DORAL YEAR 4 CAPITAL IMPROVEMENT I LAN STORMWATER

IMPROVEMENT PROJECT DESIGN

Via Email

Mr. Vega:

Thank you for the opportunity to present this Service Order proposal for Professional Engineering Services associated with designing and permitting phases for the stormwater in provement projects. This Service Order will be an integral part of the Continuing Professional Engineering Services Agreement (RFQ No. 2020-22) between the City of Doral (City) and BCC Engineering, LLC (BCC). This Service Order defines the description of the project, scope of work, schedule, compensation, and scope of work exclusions for this project's professional engineering services.

#### I. PROJECT DESCRIPTION

As part of the City's Stormwater Management Master Plan (SWMP) completed in March 2021, a five-year CIP was developed to address the top 20 high-priority problem basins and identify cost-effective stormwater improvement projects to improve the flood protection level of service for these basins. Year 4 of the stormwater CIP identified three projects to address three high-priority basins. The basins and approximate roadway length are as follows:

- Basin F-5 (approximately 3,760 lf)
- Basin NW 114 Avenue (approximately 5,350 lf)
- Basin D-2-1 (approximately 910 lf)

Exhibit A includes the maps and limits of these basins.

#### II. SCOPE OF WORK

The Scope of Work is comprised of the following essential tasks:

Task 1 – Project Coordination and Data Collection

Task 1.1 – Surveying

Task 1.2 – Utility Locates

Task 1.2 - Geotechnical Investigation

Task 2 – Drainage Design Report

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Task 3 – 30% Design Documents

Task 4 – 60% Design Documents

Task 5 – 90% Design Documents

Task 6 – Permitting

Task 7 – Final Design and Construction Cost Estimate

#### Task 1 - Project Coordination and Data Collection

As part of this task, the BCC will attend up to 12 monthly progress meetings to provide general project coordination and work planning, assuming a 12-month project schedule. The status of all ongoing tasks and City reviews will be discussed during these meetings. It is assumed that these meetings will be via Teams or Zoom. An additional meeting will serve as a project kick-off meeting to collect readily available data from the City and obtain input from the City on the design process. This meeting will be in person.

As part of this task, BCC will also perform a one-day field reconnaissance site visit to help familiarize key BCC staff with the sites and drainage conditions within the project limits, observe the conditions of the existing drainage systems, and verify available roadway conditions. BCC will prepare a field assessment report documenting the findings of the site visit.

BCC will also collect available data from the City, Miami-Dade County, South Florida Water Management District, and Florida Department of Transportation (FDOT). BCC will develop a data catalog of the information collected as part of this task.

#### Task 1.1 - Surveying

BCC will retain GPI, Inc. (GPI) to perform a topographic survey and collect pipe size and invert elevations of drainage and sanitary systems to support the design of the recommended Year 4 stormwater improvement projects. GPI's detailed scope of work is included in Exhibit B.

#### Task 1.2 - Utility Locates

BCC will retain Premier Design Solutions, Inc. (PDS) to identify the utilities within the basin's project limits and perform utility locates in critical areas. PDS's detailed scope of work is included in Exhibit C.

#### Task 1.2 - Geotechnical Investigation

BCC will retain Intertek-PSI (PSI) to perform the required geotechnical information to support the design of the recommended Year 4 stormwater improvement projects. Pavement corings and percolation tests will be performed as part of this effort. PSI's detailed scope of work is included in Exhibit D.

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#### Task 2 – Drainage Design Report

BCC will use the data collected as part of Task 1 to refine the future conditions of the ICPR4 hydrologic/hydraulic model developed as part of the City's SWMP. The following design storm events will be evaluated with this model:

- 5-year, 24-hour
- 10-year, 24-hour
- 25-year, 72-hour
- 100-year, 72-hour

Inundation flood maps will be developed for these design storm events.

The refined ICPR4 model will then be used to evaluate and refine the design of the three stormwater improvement projects identified in the SWMP for the Year 4 CIP projects.

BCC will prepare conceptual design plans and opinion of probable construction cost for the three basins included in the City's Year 4 CIP. In addition, inundation flood maps for the critical duration design storms will be developed for each alternative. BCC will attend a virtual meeting with the City to present the refined design for the three projects.

BCC will prepare a draft Drainage Design Report summarizing the data collection results, the ICPR4 modeling, and the conceptual design for all three basins. BCC will provide the City with a draft copy of the Drainage Design Report in electronic format for review and comment BCC will incorporate applicable comments and will provide the City with the final Drainage Design Report in electronic format. This report will be used to support the permitting of the projects.

#### Task 3 – 30% Design Documents

BCC will use the findings of the Drainage Design Report to develop the detailed design 30% plans and technical specifications for the three stormwater improvement projects included in the Year 4 CIP. The 30% design submittal will include the following plans:

- Cover Sheet
- General Notes and Legend Sheets
- Survey Control Plan Sheet
- Index of Plan Sheet
- Plan Sheets

One set of plans will be developed for all three projects. Design plans will be developed in 11"x17" format. One virtual meeting is planned with City staff to review the 30% submittal. Comments provided by staff will be incorporated in the final design plans and bid documents.

BCC will update the probable opinion of construction cost included in the Drainage Design Report based on the 30% design plans. One virtual meeting is planned with City staff to review the 30% submittal. Comments provided by staff will be incorporated in the 60% design locuments.

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#### Task 4 – 60% Design Documents

BCC staff will advance the 30% design documents to the 60% stage. Comments from the 30% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the City for review and approval before submission to permitting agencies. The 60% design submittal will include the following plans:

- Cover Sheet
- General Notes and Legend Sheets
- Pay Item Sheet
- Survey Control Plan Sheet
- Index of Plan Sheet
- Plan Sheets
- Detail Sheets
- Pollution Control Plan Sheets

One virtual meeting is planned with City staff to review the 60% submittal. Comments provided by staff will be incorporated in the final design plans and bid documents.

As part of the 60% design, BCC will also prepare the technical specifications using the City's specifications, if available, or BCC's technical specifications library. FDOT technical specifications and details will also be referenced when applicable. It is assumed that the City will provide Divisions 0 and 1 to complete the bid documents. BCC will revise those specifications to incorporate project-specific information.

#### Task 4 – 90% Design Documents

BCC staff will advance the 60% design documents to the 90% stage. Comments from the 60% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the City for review and approval before submission to permitting agencies. One virtual meeting is planned with City staff to review the 90% submittal. Comments provided by staff will be incorporated in the final design plans and bid documents.

BCC will update the probable opinion of construction cost included in the BDOR based on the 90% design plans.

#### Task 5 - Permitting

The following permits are anticipated to be a part of this project:

- SFWMD Environmental Resouces Permit (ERP)
- Miami-Dade County Department of Regulatory and Economic Resouces (RER) Class II Permit

BCC will attend a pre-application meeting with each of these permitting agencies. BCC will use the information obtained and developed as part of Tasks 1 through 4 to prepare the permit application and obtain approval from the SFWMD and RER. Because the three project sites are not contiguous, separate

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ERP and Class II permits will be required. BCC understands that the City vill pay for all applicable permit fees. BCC will review and address one (1) set of requests for additional information (RAI) from SFWMD and RER.

Payment of application and permit fees shall be the sole responsibility of the City. All permit fees will be paid by the City after proof of payment by BCC.

#### Task 6 – Final Design and Construction Cost Estimate

BCC will advance the 90% design documents to a final design and bid documents. Comments from the 90% design submittal and permitting agencies will be incorporated, and the drawings will be finalized. BCC will prepare the 100% design submittal for submission to the City. One virtual meeting is planned with City staff to review the final submittal. A final Engineer's opinion of probable construction cost will be provided to the City.

#### **SCHEDULE**

BCC will perform the work outlined in the scope of work in accordance with the schedule depicted in the table below. Tasks 1 through 5 and 7 will be completed within 10 month: after receiving notice to proceed (NTP). The work associated with Task 6 will be completed in accordance with the permitting agencies' review and approval schedule, but it is anticipated to be completed in 11 months from NTP.

	Schedule of Deliverables					
Task(s)	Project Activity Description	Months from NTP				
1	Project Coordination & Data Collection	12 Months				
1.1	Surveying	1 month				
1.2	Utility Locates	6 months				
1.3	Geotechnical Investigations	1 month				
2	Drainage Design Report	3 Months				
3	30% Design Documents	6 Months				
4	60% Design Documents	8 Months				
5	90% Design Documents	10 Months				
6	Permitting	11 Months				
7	Final Design and Construction Cost Estimate	12 Months				

#### III. COMPENSATION

BCC will be compensated \$319,177.55 for performing the work detailed in the 3cope of Work. The total project fee is on a lump sum basis for performing the required project work activities detailed in the Scope of Work. BCC will submit to the City monthly invoices for work billed \(\epsilon\) s actual hours charged to the project. The table below outlines the estimated fee schedule of the required tasks in the Scope of Work. Exhibit E includes a detailed man-hour estimate for work outlined in the Scope of Work.

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	Summary of Compensation					
Task(s)	Project Activity Description	Fee				
1	Project Coordination & Data Collection	\$16,862.00				
1.1	Surveying	\$83,779.09				
1.2	Utility Locates	\$37,490.00				
1.3	Geotechnical Investigations	\$12,497.46				
2	Drainage Design Report	\$35,308.00				
3	30% Design Documents	\$32,964.00				
4	60% Design Documents	\$43,552.00				
5	90% Design Documents	\$23,736.00				
6	Permitting	\$19,452.00				
7	Development of Final Design Documents	\$13,537.00				
	TOTAL	\$319,177.55				

#### IV. SCOPE OF WORK EXCLUSIONS

The services outlined below are not included as part of the scope of work, although additional service orders can be executed to assist the City with these services if necessary:

- 1. Utility relocation design
- 2. Water quality modeling
- 3. Contamination or environmental assessments
- 4. Title search or ownership determination
- 5. Prepare a public outreach program
- 6. Consumptive Use or dewatering permits
- 7. No FDEP 404 or NPDES permits
- 8. Tree disposition plans or tree permits
- 9. Irrigation design
- 10. Attend public workshops or meetings
- 11. Update the current Stormwater Master Plan
- 12. Advertise and administer bid and contract award
- 13. Reproduce construction contract documents for bidding purposes
- 14. Prepare and distribute Addendums
- 15. Construction Management services
- 16. CEI inspection services
- 17. Attend Commission meetings
- 18. Prepare as-built plans
- 19. Any work items not included in the Scope of Work

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We look forward to assisting the City on this important project assignment. If you have any questions or need additional information, please do not hesitate to contact Victor Herrera, PE, or me at (305) 670-2350.

Sincerely

BCC ENGINEERING, LLC.

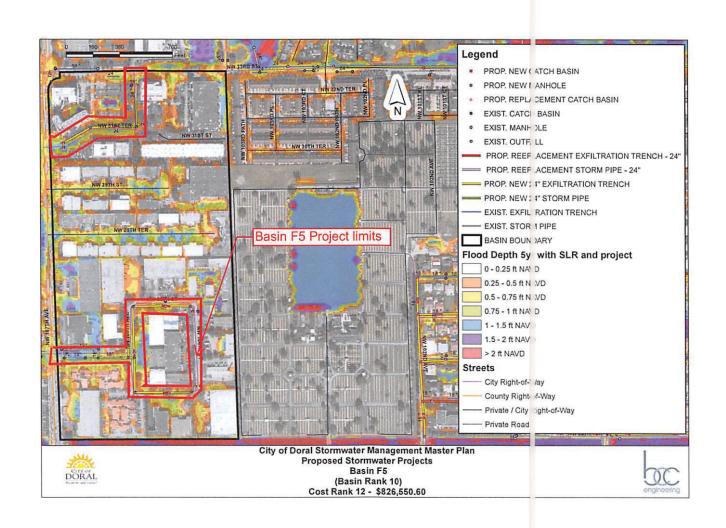
Alex Vazquez, PE, CFM

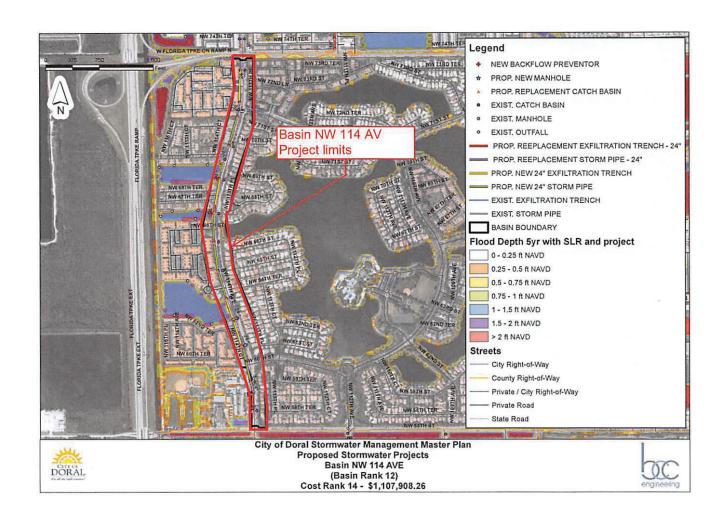
Director of Water Resources/Project Manager

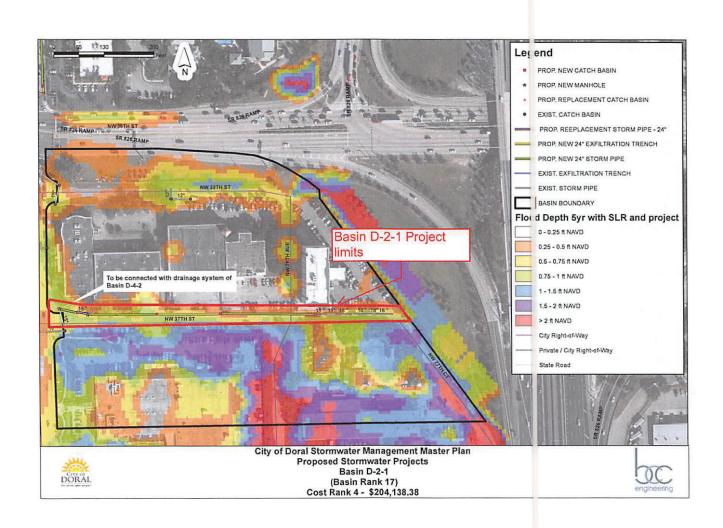
Attachment: Exhibit A – Project Location Maps

Exhibit B – GPI Proposal Exhibit C – PDS Proposal Exhibit D – PSI Proposal Exhibit E – Fee Estimate

# Exhibit A – Project Location Maps





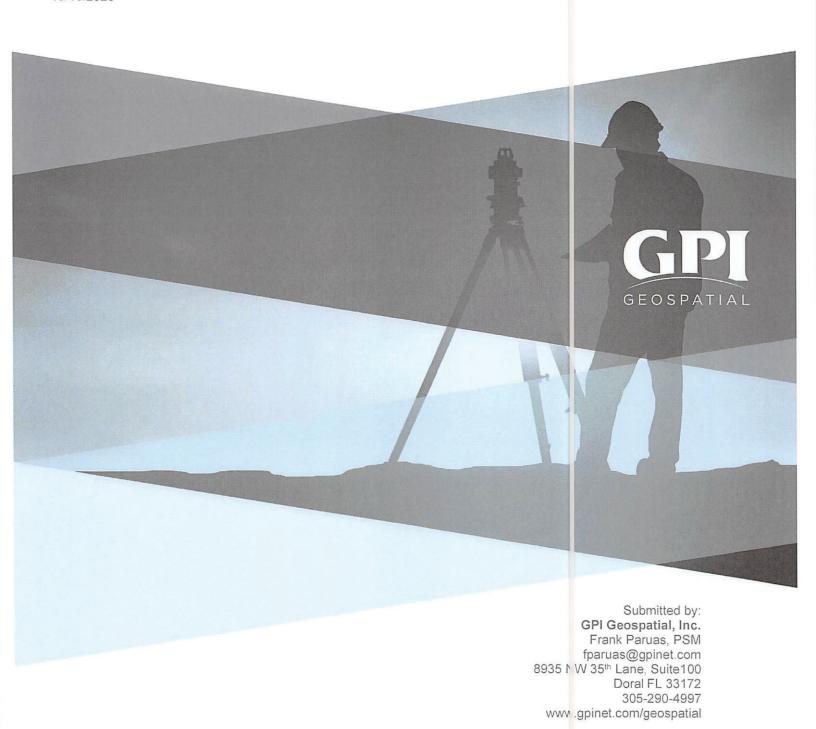


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## Exhibit B – GPI Proposal

# City of Doral, CIP Program for BCC Engineering, Inc

10/13/2023



Alex Vazquez, PE, CFM BCC Engineering, Inc. 786-412-2688 avazquez@bcceng.com

Subject: City of Doral Year 4 CIP Design Survey. Topographic (3D Survey) GPI Geospatial, Inc. Proposal No. 2300567.00

GPI Geospatial, Inc., (GPI) greatly appreciates this opportunity to provide BCC Engineering, Inc., hereafter referred to as the Client, with our proposal to perform professional geospatial services as requested. The following proposal is based on our understanding of the scope of work.

## PROJECT DESCRIPTION

GPI will perform a complete Terrestrial LiDAR Scan for the project limits shown above for both with the purpose of obtaining a calibrated point cloud for to be used to extract all above ground topographic features. The scope also includes calibrating and processing the data and providing to the client the Point Cloud LiDAR Data.

The 3D Survey will extend from Right of way, and will include all above ground features, including pavement, curbs, sidewalks, manholes, valves, etc.

GPI will also provide Primary and Secondary Horizontal and Vertical Control for this project and will survey all drainage and sewer structures within the project limits, obtaining invert elevations, pipe size, material, and flow direction.

The scope will include showing the R/W lines for the corridor using Miami-Dade County GIS lines. GPI is not going to perform a R/W surveying for this project.

The Topographic Survey will show all trees along corridor(s), identifying common name, trunk diameter, canopy, and height.

All geospatial tasks will be performed in accordance with the current Standards of Practice for Surveying and Mapping in the State of Florida.

GPI will perform a complete topographic Survey along the roads described below:

- Sub-basins F-5 (approximately 3,000 LF)
   NW 31st Terrace from NW 107 Avenue to NW 105th Avenue and NW 105th Ave from NW 31st
   Terrace to NW 33rd Street.
  - NW 27th Street from NW 107th Ave to WN from NW 107 Avenue to NW 105th Avenue, NW 105th Ave and NW 104th Court from NW 26th Street to NW 28th Street and NW 26th Street and NW 28th Street from NW 105th Ave to NW 104th Court

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- Sub-Basin NW 114 Avenue (approximately 5,350 LF)
   NW 114th Court from NW 58th Street to NW 74th Street.
- Sub-basin D-2-1 (approximately 910 LF)
   NW 37th Street from NW 79th Ave to NW 77th Court.

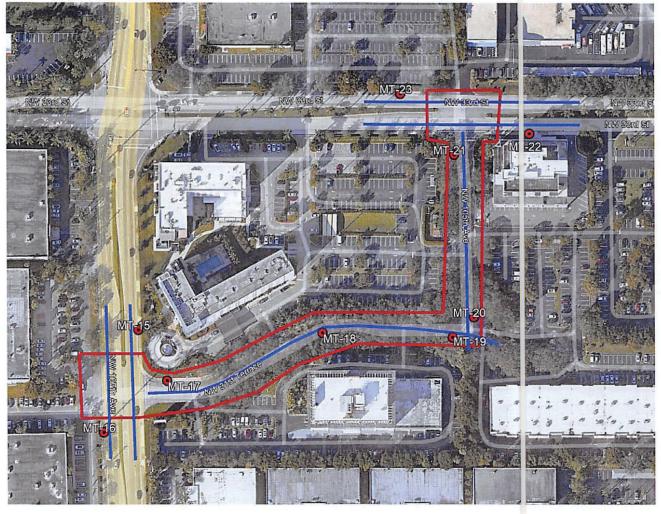
See section limits below with detail project limits for each basin.

The Topographic Survey will be completed using Terrestrial Mobile LiDAR.

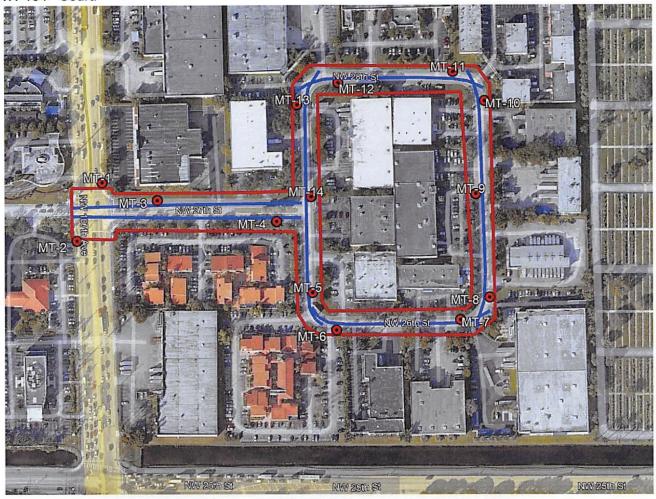
## **PROJECT LIMITS**

The project limits for this site can be found below:

Sub-basins F-5 (approximately 4,000 LF)
 NW 31st Terrace from NW 107 Avenue to NW 105<sup>th</sup> Avenue and NW 105<sup>th</sup> Ave from NW 31<sup>st</sup> Terrace to NW 33<sup>rd</sup> Street.

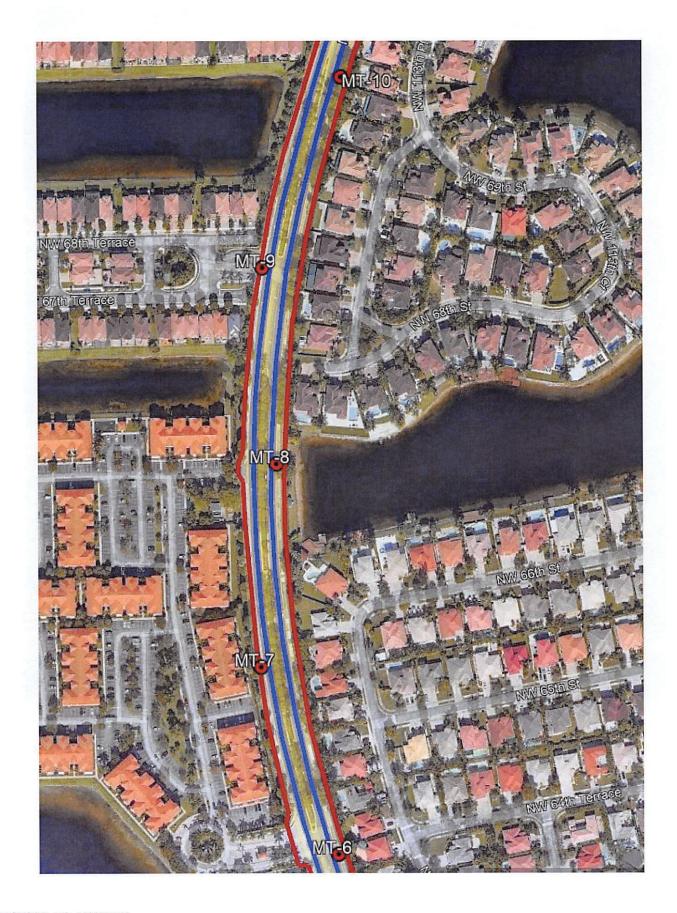


NW 27<sup>th</sup> Street from NW 107<sup>th</sup> Ave to WN from NW 107 Avenue to NW 105<sup>th</sup> Avenue, NW 105<sup>th</sup> Ave and NW 104<sup>th</sup> Court from NW 26<sup>th</sup> Street to NW 28<sup>th</sup> Street and NW 26<sup>th</sup> Street from NW 105<sup>th</sup> Ave to NW 104<sup>th</sup> Court.

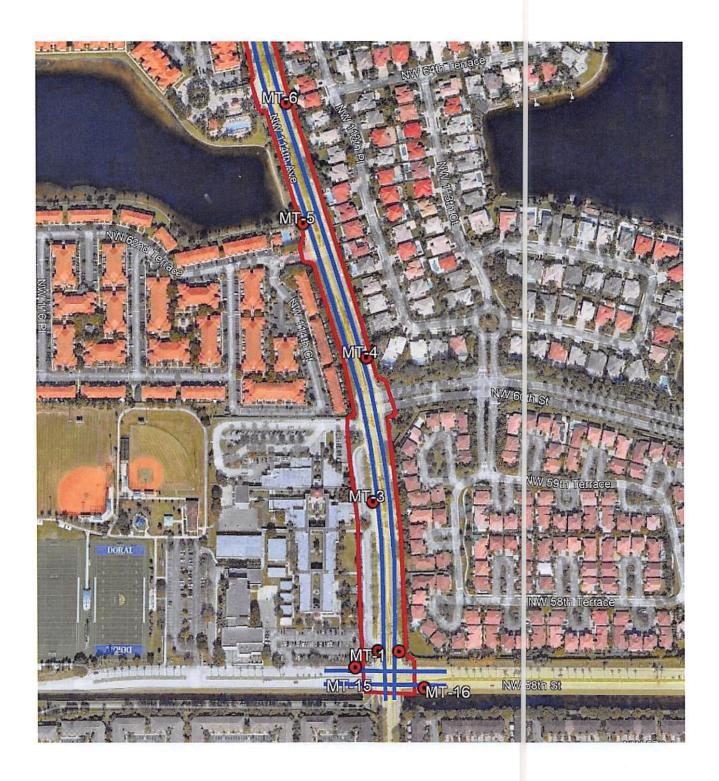


Sub-Basin NW 114 Avenue (approximately 5,350 LF)
 NW 114th Court from NW 58th Street to NW 74th Street.





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Sub-basin D-2-1 (approximately 910 LF)



## SCOPE OF SERVICES

GPI will establish Primary Horizontal and Vertical Control on the Datum listed below.

- 1. Horizontal and Vertical Control
  - Set Horizontal Control, State Plane Coordinates (NAD83/2011) Florida East Zone, US Survey
  - b. Set Vertical Control, North American Vertical Datum of 1988 (NAVD 88), US Survey Feet.
- 2. Design / Topographic Survey -

GPI will locate all the above ground features within the Right of Way.

- i. Above ground physical improvements (roads & driveways (with material type asphalt or concrete), curbing, sidewalks, fences, gates, signs, etc.)
- ii. Topo shots (xx' spacing)
- iii. Trees (minimum size at DBH)
- iv. Buildings (finished floor elevations, if requested)
- v. Above ground utilities, (utility poles, water valves, etc.) and evidence of underground utilities (power drops, utility pedestals, transformers, etc.)
- vi. Overhead utility lines (horizontal or horizontal and vertical)
- vii. Underground drainage or sanitary (gravity only), drainage structures, cleanouts, manhole inverts, etc.)
- viii. Invert elevation, or location of internal pumps, float switches, etc. of the lift station is not included in this scope.

## ADDITIONAL INFORMATION

- 1. Services to be performed one time only.
- 2. Topographic survey shall be provided with a mapping scale of 1"=20'

## **DELIVERABLES**

#### Mobile LiDAR:

- Calibrated and Classified LAS
- Calibration Report

#### Reports:

- Signed and Sealed 11x11 Topographic Survey for the entire corridor.
- CIVIL 3D file with Topographic Survey for the entire corridor.
- QA/QC Report.

## **EXCLUSIONS**

- Subsurface utilities
- No boundary, property, or right-of-Way determination (as per MDC GIS)

As requested by client, GPI will show the RW lines for the corridor using Miami-Da le County GIS lines. GPI is not going to perform a RW investigation for this project.

## **SCHEDULE**

Completion is estimated at 4 to 6 weeks after receiving Purchase Order or written unforeseen conditions, issues beyond our control or inclement weather.

## LUMP SUM FEES

Sub-basins F-5 (Approximately 4,000 LF)

Sub-basins F-5						
Qualification	Rates	Qty		Total		
3-man Survey Crew	\$1,960.00	8	Days	\$15,680.00		
Survey Lidar Tech	\$106.50	8	Hours	\$852.00		
CADD Tech	\$106.50	20	Hours	\$2,130.00		
Sr. Surveyor	\$200.00	8	Hours	\$1,600.00		
LiDAR Calibrations	\$125.00	23	Hours	\$2,875.00		
Survey Extraction	\$106.50	65	Hours	\$6,922.50		
CADD	\$125.00	16	Hours	\$2,000.00		
Total Survey Sub-basins F-	\$32,059.50					

## Sub-Basin NW 114 Avenue (Approximately 5,350 LF)

Sub-basins NW 114							
Qualification	Rates	Qty		Total			
3-man Survey Crew	\$1,960.00	9	Days	\$17,640.00			
Survey Lidar Tech	\$106.50	9	Hours	\$958.50			
CADD Tech	\$106.50	20	Hours	\$2,130.00			
Sr. Surveyor	\$200.00	9	Hours	\$1,800.00			
LiDAR Calibrations	\$125.00	18	Hours	\$2,250.00			
Survey Extraction	\$106.50	85	Hours	\$9,052.50			
CADD	\$125.00	20	Hours	\$2,500.00			
Total Survey Sub-basins F	\$36,331.00						

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Sub-basin D-2-1 (approximately 1,000 LF)

Sub-Basins D-2-1						
Qualification	Rates	Qty		Total		
3-man Survey Crew	\$1,960.00	5	Days	\$9,800.00		
Survey Lidar Tech	\$106.50	5	Hours	\$532.50		
CADD Tech	\$106.50	8	Hours	\$852.00		
Sr. Surveyor	\$200.00	5	Hours	\$1,000.00		
LiDAR Calibrations	\$125.00	8	Hours	\$1,000.00		
Survey Extraction	\$106.50	16	Hours	\$1,704.00		
CADD	\$125.00	4	Hours	\$500.00		
Total Survey Sub-basins F-5	\$15,388.50					

#### Notes:

1. Items not included in the fees such as permitting, site access costs, etc. shall be billed separately.

This proposal can be individually modified to meet your requirements, upon request.

## CONTRACT TERMS AND CONDITIONS

#### Time for Acceptance

This agreement is void if not signed and returned to GPI Geospatial, Inc. within 90 days of the date of the agreement.

#### Time for Rendering Services

GPI Geospatial, Inc. will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with usual and customary practices. GPI Geospatial, Inc. agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI Geospatial, Inc.'s control or other excused delays, then GPI Geospatial, Inc. shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI Geospatial, Inc. due to such delay.

#### Information Provided

Before GPI Geospatial, Inc. commences the Services, the Client shall provide GPI Geospatial, Inc., in writing all necessary information to permit its proper performance of the Services. GPI Geospatial, Inc. shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI Geospatial, Inc. shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI Geospatial, Inc. shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.

#### **Additional Services**

Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client. If the fee set forth in the proposal is for a Lump Sum, then Additional Services shall be provided on an hourly basis, invoiced at GPI Geospatial, Inc.'s prevailing hourly rates, which are set forth in Exhibit B to the Proposal, "GPI Geospatial, Inc. Prevailing Hourly Rates" which is incorporated here and will be invoiced separately.

#### Change Orders

If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI Geospatial, Inc. GPI Geospatial, Inc. shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

#### Hourly Rate Schedule (Not applicable to Lump Sum Fees)

Services provided on an hourly basis will be invoiced at GPI Geospatial, Inc.'s prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.

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#### **Payment for Services**

Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI Geospatial, Inc.'s invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI Geospatial, Inc. has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the C ient. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attori eys' fees, and staff time at our prevailing hourly rates should a default in payment occur.

#### Reimbursable Expenses

Reimbursable expenses will be billed to the Client, in addition to the fee, at the rate of 1.1 times actual expenditures. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.

#### **Permits and Licenses**

Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and lic inses required by law, and shall give all notices required thereunder.

#### Standard of Practice and Care

Services performed by GPI Geospatial, Inc. will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.

#### Site Access

Client will provide the necessary access and right of entry for GPI Geospatial, Inc. to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI Geospatial, Inc. to perform its Services GPI Geospatial, Inc. is not obligated to provide scaffolding or personnel hoists in order to perform the Services.

#### Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFC RMED HEREUNDER. IN NO EVENT SHALL GPI GEOSPATIAL, INC.'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AM JUNT OF AVAILABLE INSURANCE OR GPI GEOSPATIAL, INC.'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.

#### Field Observation Services

Field observation services performed by GPI Geospatial, Inc. pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity o work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI Geospatial, Inc. or its employees to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI Geospatial, Inc. does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI Geospatial, Inc. is only responsible for the health and safety of its own employees.

#### **Ownership of Documents**

All documents created, prepared, or furnished by GPI Geospatial, Inc. pursuant to the Agreement, in cluding plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and de ices of any medium, including electronic data (including but not limited to LiDAR) or files (collectively "Design Materials"), are instruments of GPI Geospatial, Inc., and GPI Geospatial, Inc. shall retain an ownership and property interest therein, including copyrights. Up in payment in accordance with the Agreement, GPI Geospatial, Inc. grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI Geospatial, Inc.'s express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI Geospatial, Inc. harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI Geospatial, Inc. or its insignia or seal in any manner without GPI Geospatial, Inc.'s express written consent.

#### **Project Suspension or Termination**

If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pa / GPI Geospatial, Inc. for services performed and reimbursable expenses incurred up to and including the effective date of such suspersion, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be resta ted.

#### Severability

If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

#### Governing Law

This Agreement shall be construed and governed in accordance with the laws in the state in which tl e Project is located.

PROPOSAL NO. 2300567.00

#### **Merger and Counterparts**

This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.

#### Claims and Disputes

Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[ ] ARBITRATION – EITHER PARTY MAY SUBMIT ANY UNRESOLVED CLAIM OR DISPUTE TO BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF AAA, AND SHALL BE CONDUCTED BY A SINGLE ARBITRATOR MUTUALLY ACCEPTABLE TO BOTH PARTIES. IF THE PARTIES CANNOT AGREE ON THE ARBITRATOR, THEN THE ARBITRATOR SHALL BE SELECTED BY THE PRESIDENT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION SHALL BE HELD AND CONDUCTED IN THE STATE WHERE THE PROJECT IS LOCATED, UNLESS THE PARTIES AGREE OTHERWISE. THE FILING FEE AND ARBITRATOR'S FEES SHALL BE SHARED EQUALLY BY THE PARTIES.

[ LITIGATION – ANY CLAIM OR DISPUTE ARISING HEREUNDER SHALL BE COMMENCED IN A COURT OF COMPETENT JURISDICTION LOCATED IN STATE WHERE THE PROJECT IS LOCATED. THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

[座園] OTHER: (SPECIFY)

#### Insurance

GPI Geospatial, Inc. will maintain the following insurance for the duration of the project:

- 22.1 Commercial General Liability Bodily Injury/Property Damage \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
- 22.2 Worker's Compensation as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
- 22.3 Automobile Liability in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
- 22.4 Excess/Umbrella in the amount of \$5,000,000.
- 22.5 Professional Liability in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
- 22.6 GPI Geospatial, Inc. will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.
- 22.7 Aircraft Liability in the amount of \$10,000,000.

If Client requires limits greater than provided herein above, such additional limits may be offered, if commercially available, at Client's sole cost and expense.

#### Contractor's Responsibilities

GPI Geospatial, Inc. has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI Geospatial, Inc., GPI Geospatial, Inc.'s subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI Geospatial, Inc. and GPI Geospatial, Inc.'s subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

#### Indemnification

- 24.1 GPI Geospatial, Inc., subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI Geospatial, Inc. in connection with the performance of the Services described in this Agreement.
- 24.2 GPI Geospatial, Inc. shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI Geospatial, Inc. against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI Geospatial, Inc. which arise out of the foregoing.

PROPOSAL NO. 2300567.00

- Expenses shall include, but not be limited to time charges by GPI Geospatial, Inc.'s employees at GPI Geospatial, Inc.'s then standard hourly fees.
- 24.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI Geospatial, Inc. unless the Client has first provided GPI Geospatia, Inc. with a written certification executed by an independent design professional practicing in the same discipline as GPI Geospatial, Inc. and licensed in the state in which the project for which GPI Geospatial, Inc.'s services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI Geospatial, Inc. not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

#### Force Majeure

If the performance of Services by Consultant is affected by causes beyond its reasonable control, for a majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental orc ar, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("Force Majeure"). Should a Force Majeure event occur, Consultant shall receive day-fo -day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.

We trust this agreement meets with your approval. This offer shall remain valid for 90 days. Please indicate your acceptance by signing below and returning a copy of this Agreement. GPI Ge ospatial will return a fully executed copy for your records. Work will proceed only after the receipt of the sigr ed agreement. Through its signature, the Client declares that it understands and agrees to the enclosed Term's and Conditions and has had an opportunity to discuss with GPI Geospatial any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Very truly yours,

### GPI Geospatial, Inc.

Frank Paruas, PSM Office Manager October 13, 2023

For Client:	
By:(Authorized Signature)	Date:
(Typed or printed name)	Title:
Client Purchase Order No./Project Number:	<u> </u>
For GPI Geospatial, Inc.:	
By:	Date:
(Authorized Signature)	
(Typed or printed name)	Title:

City of Doral Year 4 Capital Improvement Plan Stormwater Improvement Project Design October 16, 2023
Page 10 of 11

Exhibit C – PDS Proposal





## PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33(25 Tel: (954) 237-7850 Fax: (954) 337-2332

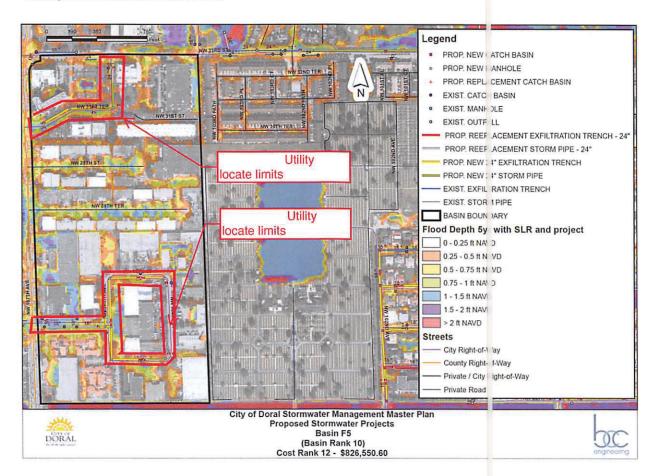
September 11, 2023

Alex Vasquez, PE, CFM Director of Water Resources BCC Engineering 6401 SW 87<sup>th</sup> Avenue, Suite 200 Miami, Florida 33173

REF: Professional Underground Utility Investigation Services
Utilities for Sub-basin F-5, Sub-basin NW 114 Avenue, and Sub basin D-2-1
City of Doral, Miami Dade County, Florida

Dear Mr. Vasquez:

Premiere Design Solutions, Inc. (PDS) is pleased to submit this proposal to BCC Engineering (Client), to provide professional underground utility investigation support services, for Sub-t asin F-5, Sub-basin NW 114 Avenue, and Sub basin D-2-1. The project site and boundaries are generally described by the exhibits below, and include the areas in red.

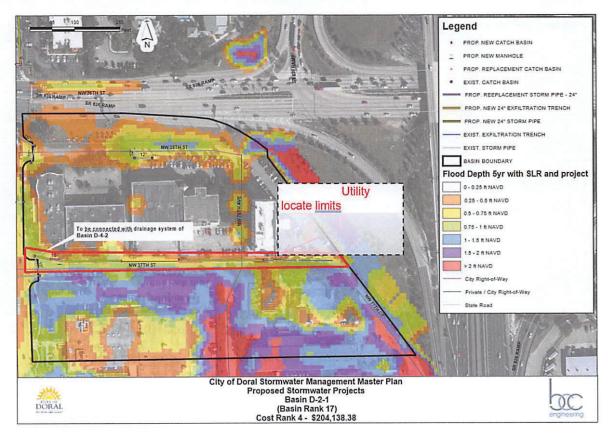


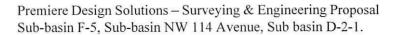
Premiere Design Solutions – Surveying & Engineering Proposal Sub-basin F-5, Sub-basin NW 114 Avenue, Sub basin D-2-1.













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At the request from our Client, this project shall not include Surveying services, and shall be limited to Underground Utility Investigation of the areas shown in red in the images above. Dur project area for this project includes only the public roads included within the red marked polygons sho vn in the images above. The approximate total length of roadways to be investigated for underground utilities are 10,020 LF with anaverage right of way (ROW) width of 60'. Below is a table tabulation of roads included in this scope of services.

#### **SUB-BASIN F-5**

Utilities Along	Between		Length (ft)	Notes		
NW 105 <sup>th</sup> Ave	NW 31st Terr	NW 33 <sup>rd</sup> St	400	Not including N	W 33rd ST Intersection	
NW 31st Terr	NW 107th Ave	NW 105th Ave	670	Not including N	W 107 <sup>th</sup> Ave Intersection	
NW 27th Street	NW 107th Ave	NW 105th Ave	570	Not including N	W 107 <sup>th</sup> Ave Intersection	
NW 105th Ave	NW 26th St	NW 28th St	620			
NW 104th Ct	NW 26th St	NW 28th St	620			
NW 26th St	NW 104th Ct	NW 105th Ave	440			
NW 28th St	NW 104th Ct	NW 105th Ave	440			
Total			3,760			







## **SUB-BASIN NW 114 AVE**

Utilities Along	lities Along Between		Length (ft)	Notes	
NW 114th Ave	NW 158th St	NW 74th St	5350	Not including NW 158 <sup>th</sup> St & NW 74 <sup>th</sup> St Intersection	
Total			5,350		

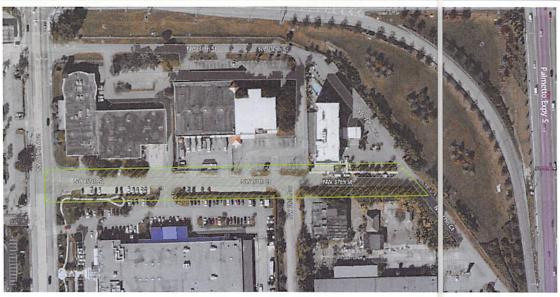






#### SUB-BASIN D-2-1

Utilities Along	g Between		Length (ft)	Notes
NW 37th St	NW 77th Ct	NW 79th Ave	910	Not including NW 79 <sup>th</sup> Ave & NW 77 <sup>th</sup> Ct Intersection
Total			910	



Premiere Design Solutions – Surveying & Engineering Proposal Sub-basin F-5, Sub-basin NW 114 Avenue, Sub basin D-2-1.



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Premiere Design Solutions, Inc.

The proposed project area includes underground utility investigation and exploration at up to 20 locations along public ROW roadway segments from ROW to ROW, as described below.

#### SCOPE OF SERVICES

In order to meet the Client's need for this project, PDS will need to complete the following tasks:

#### Task No. 1 - Topographic Survey

Not required at the request from the client, Owner will provide topographic survey.

#### Task No. 2 - Underground Utility Investigation

This task includes the preparation of a Design Ticket and contacting all utilities identified to have underground utilities within the project area. PDS will prepare a letter request for available As-Built drawings and will send to all utilities. A tracking matrix will be developed and updated as responses are received. All information received will be digitized using AutoCAD Civil3D to represent the horizontal location of underground utilities as represented in drawings provided by utility owners. All lines will be in layered assets and labeled to provide engineering designers all of the information available in as-builts obtained. In addition, this task also includes contacting agencies having jurisdiction in the project to request roadway as-builts to try to obtain other underground lines such as stormwater management, street lighting, etc. All information will be compiled in a single AutoCAD file to be used as an overlay of the survey to show all known underground utilities.

Deliverables for this task are limited to AUTOCAD base files, to be used as external reference by the design team to prepare design drawings, and are not stand alone drawings. Final deliverable required client or owner to provide a recent topographic survey of the project area in AutoCAD file format.

#### Task No. 3 - Subsurface Utility Engineering (SUE) Test Holes

Upon the completion of preliminary designs by the Client, and at the Client's request, PDS will then conduct designation at up to twenty (20) locations provided by the client within the area of work shown above to locate the horizontal location of existing utilities in the project area. Area will be marked using paint and/or flag markers identifying only the existing utilities at the location of the 20 soft digs.

The amount of test hole locations was budgeted by the client as follows:

Sub Basin F-5
 Sub Basin NW 114 Ave
 Sub Basin D-2-1
 Soft Dig Test Holes
 Soft Dig Test Holes
 Soft Dig Test Holes

At the twenty (20) locations identified by the Client, PDS will perform soft dig exploratory test holes in compliance with Location Services - (Quality Level 'A'), including designation services at the proposed test hole locations, and a survey crew to provide survey grade accurate elevation and coordinate of each test hole location. This proposal includes up to twenty (20) test holes at the specific locations requested by the design engineer to be performed by soft dig methods. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Impervious soft dig locations will be finished with compacted cold mix asphalt regardless of existing finish. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. The test hole number and utility will be identified on



Page 7

the ground or on the stake, as appropriate. A test hole summary report will be create I providing coordinates, depth of cover, type, size and material if applicable, measured with survey grade equipment and accuracy. Deliverables will include the reports in PDF format and an AutoCAD file with the mapped locations and elevations of the test holes, and utilities found in demarcation. It is assumed that alle off digs will be released for work at the same time, and that no MOT permit is required, but basic MOT will be provided. Owner shall provide as-builtsof utilities being targeted prior to execution of the work.

Please note that the minimum number of test holes to be completed per each mobil zation is four (4). Also, designation and soft dig activities are inhibited by groundwater. GPR scanning results of underground utilities underwater are not reliable and often missed. Electromagnetic induction works on metallic underground utilities, or utilities with tracer wire, however, non-metallic utilities under the water table may not be able to be located. Furthermore, soft dig exploratory excavations are perforned with vacuum truck, and once the excavation hits the groundwater, vacuum attachment pulls groundwater evel encountered. It is possible that utility under the groundwater would not be able to be visually verified as of size and material even if its found, as it will be impossible to observe under the disturbed groundwater inside the excavation pit. Test hole will be considered complete once test hole becomes unfeasible under water table and billed as such.

#### PROPOSED TIME SCHEDULE

The anticipated project schedule milestones for this project are presented below.

	DATE REQUIREL OR
ACTIVITY	ESTIMATED TIME PERIOD
Task 1 - Surveying and Mapping	Not Used
Task 2 - Utility Investigation	90 Calendar Days
Task 3 - Subsurface Utility Engineering (Soft Digs)	30 Calendar Days

#### PROPOSED FEE

The anticipated and proposed Lump Sum fee for this project to complete Tasks 2 and 3 is broken down in Attachment A to this proposal and is summarized below per Sub-Basin Area:

SUB-BASIN	LABOR (LUMP SUM)	<b>EXPENSES</b>	TO 'AL
F-5	\$. 9,068.40	\$ 2,250.00	\$ 1 ,318.40
NW 114 AVE	\$12,525.20	\$ 4,500.00	\$ 1',025.20
D-2-1	\$ 6,896.40	\$ 2,250.00	\$ 2,146.40
			\$ 3 '.490.00

We value the opportunity to provide our professional services on this exciting p oject. If you decide to accept this proposal, please sign below and return an executed copy to our office. If you have any questions, please call us at (954)-237-7850.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.

Luis J. Jurado, P.E.

President

Premiere Design Solutions – Surveying & Engineering Proposal Sub-basin F-5, Sub-basin NW 114 Avenue, Sub basin D-2-1.



#### **Exclusions**

- 1. This proposal does not include surveying and mapping services. Topographic survey shall be provided by the Client or Owner in AutoCAD File format, and in Signed and Sealed form.
- 2. Services that are not mentioned aspart of the exclusions and that are not described in the scope of services are not included.
- 3. Proposal does not include permitting services
- 4. As-Built Survey is not included
- 5. No tree survey is included
- 6. Police Escort is not included
- 7. No title search is included



City of Doral Year 4 Capital Improvement Plan Stormwater Improvement Project Design October 16, 2023
Page 11 of 11

# Exhibit D – PSI Proposal



Professional Service Industries, Inc. 7950 N.W. 64<sup>th</sup> Street Miami, FL 33166 Office: (305) 593-1915

September 13, 2023

BCC Engineering 6401 SW 87th Avenue, Suite 200 Doral, Florida 33173

Attn:

Mr. Alex Vazquez PE, CFM AVazquez@BCCeng.com

(786) 412-2688

Re:

**Proposal for Percolation Testing Services** 

City of Doral Year 4 CIP

Sub-basin F-5 (along NW 105th Ave, NW 28th St and NW 104th Ct),

Sub-Basin NW 114 Ave (along NW 114th Ave, between NW 74th St and NW 58th St),

and Sub-Basin D-2-1 (along NW 37th St between NW 79th Ct and NW 77th Ct)

Doral, Miami-Dade, Florida PSI Proposal No. 0397-081123

Dear Mr. Vazquez:

**Professional Service Industries, Inc. (PSI), an Intertek company,** is pleased to submit a proposal to conduct 11 south Florida Water Management District (**SFWMD**) percolation tests, for the above referenced project located in Doral, Florida. The percolation tests will be performed to a depth of 15 feet below existing ground surface as required in Miami-Dade County.

The results of the percolation tests will be presented in a written geotechnical data letter and will include the hydraulic conductivity rate (K) obtained at the testing locations. A pdf version of the geotechnical data letter will be prepared and submitted by email to BCC Engineering. If requested by BCC Engineering, additional hard copies can be provided. The geotechnical data report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Based on the site accessibility, drilling and testing can commence within approximately **one week** after receipt of authorization to proceed, weather permitting. The final letter will be provided within **three weeks** of written authorization. Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining *Right of Entries* and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum total fee will be \$4,388.75 for Sub-Basin F-5, \$4,963.41 for Sub-Basin NW 114 Ave, and \$3,145.29 for Sub-Basin D-2-1 as shown in our fee breakdowns below. The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and BCC Engineering obtaining and providing permission for PSI to enter and access the site.



		SUB-I	BASIN F-5					
		Doral, Mi	ami-Dade, FL					
		9/1	3/2023					
Line	Description			Est. Qty.	Unit		Rate	Total
	TOTAL AMOUNT	HE OF BELLEVIOR						\$ 4,388.76
	Field Investigation	Multiplier	Capped Hourly Rate					\$ 3,025.76
1.A	Mobilization/Demobilization	N/A	N/A	1	Ea	47	401.27	\$ 401.27
1.H	Percolation Tests - Open Hole Method (15')	N/A	N/A	4	Ea	,	552.96	\$ 2,211.84
1.J	Closing Holes with Grout	N/A	N/A	45	LF	,	9.17	\$ 412.65
	Engineering Management and Geotech Report							\$ 1,363
	Priincipal Engineer	N/A	N/A	1	Hr	,	210.00	\$ 210.00
	Project Manager	N/A	N/A	1	Hr	67	195.00	\$ 195.00
	Project Engineer	N/A	N/A	4	Hr		120.00	\$ 480.00
	CADD Technician	N/A	N/A	2	Hr	5	77.00	\$ 154.00
	Engineering Technician	N/A	N/A	4	Hr		81.00	\$ 324.00

		SUB-BASIN	NW 114 AVE					
		Doral, Mia	ami-Dade, FL					
		9/13	3/2023					
Line	Description	Description Est. Qty. Unit		Unit	Rate		Total	
	TOTAL AMOUNT						\$	4,963.41
	Field Investigation	Multiplier	Capped Hourly Rate				\$	3,438.41
1.A	Mobilization/Demobilization	N/A	N/A	1	Ea	401.27	\$	401.27
1.H	Percolation Tests - Open Hole Method (15')	N/A	N/A	4	Ea	552.96	\$	2,211.84
1.J	Closing Holes with Grout	N/A	N/A	90	LF	9.17	s	825.30
	Engineering Management and Geotech Report						\$	1,525
	Priincipal Engineer	N/A	N/A	1	Hr	210.00	\$	210.00
	Project Manager	N/A	N/A	1	Hr	195.00	\$	195.00
	Project Engineer	N/A	N/A	4	Hr	120.00	\$	480.00
	CADD Technician	N/A	N/A	2	Hr	77.00	s	154.00
	Engineering Technician	N/A	N/A	6	Hr	81.00	\$	486.00

		SUB-B	ASIN D-2-1					
		Doral, Mi	iami-Dade, FL					
		9/1	3/2023					
Line	Description			Est. Qty.	Unit	Rate		Total
	TOTAL AMOUNT						\$	3,145.29
	Field Investigation	Multiplier	Capped Hourly Rate				\$	1,782.29
1.A	Mobilization/Demobilization	N/A	N/A	1	Ea	401.27	\$	401.27
1.H	Percolation Tests - Open Hole Method (15')	N/A	N/A	2	Ea	552.96	\$	1,105.92
1.J	Closing Holes with Grout	N/A	N/A	30	LF	9.17	\$	275.10
	Engineering Management and Geotech Report						\$	1,363
	Priincipal Engineer	N/A	N/A	1	Hr	210.00	\$	210.00
	Project Manager	N/A	N/A	1	Hr	195.00	5	195.00
	Project Engineer	N/A	N/A	4	Hr	120.00	\$	480.00
	CADD Technician	N/A	N/A	2	Hr	77.00	\$	154.00
	Engineering Technician	N/A	N/A	4	Hr	81.00	\$	324.00



It should be noted that fees associated with locating private underground utilities, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other service requested after submittal of the letter is not included in the proposed fee. **PSI** will proceed with the service based on written authorization. The service will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign the authorization sheet and return one copy of this proposal. When returning the proposal, please also complete the attached Project Data Sheet, and provide a scaled-current site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Lucrèce E. Regisme

Staff Engineer - Geotechnical Services

lucrece.regisme@intertek.com

Jose N. Gómez, PE, MSc, BC.GE

Chief Engineer – Geotechnical Services

jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions

Project Data Sheet General Conditions

LER/JNG/ler



**Proposal Authorization & Payment Instructions** 

Authorization				
To execute this proposal, applicable payment instruct				•
Authorized By (please print	:)	Signature		-
Title		Firm		
Address				
City	State	Zip Code	Telephone	
Email Address	Date	Purchase Order No.	/ Project Tracking N	c . (if applicable)
Payment Instructions				
If invoice payment is to be following information for w				-
Address		Title		
City	State	Zip Code	Telephone	
Authorizing Party's Relationship	to Invoice Payment Party			
If invoices are to be approinformation for whom the i				e provide the following
Firm		Attention		
Address		Title		-
City	State	Zip Code	Telephone	
Authorizing Party's Relationship	to Invoice Approval Party			



**Project Data Sheet** 

	Project Manager		Phone Number		
tructural Engineer			Phone Number		
	Project Manager		Phone Number		
	Plan Area		Number of Floors		
	Exterior Column	Spacing			
Live		Dead			
Live		Dead			
	Slab-on-Grade	Basement/Depth			
	How much?				
Storm Wa	ater Drainage				
Traffic Loa	ad b	Traffic Type			
ormation					
	Storm Wa	Project Manager  Project Manager  Plan Area  Exterior Column  Live  Slab-on-Grade  How much?  Storm Water Drainage  Traffic Load	Project Manager  Project Manager  Plan Area  Exterior Column Spacing  Live Dead  Live Dead  Slab-on-Grade Basement/Depth  How much?  Storm Water Drainage  Traffic Load Traffic Type		



#### **GENERAL CONDITIONS - FLORIDA**

- 1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular dir ision, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance there: f and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business en ity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, co: ts and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or I SI's recommendations are not so followed.
- 3. PREVAILING WAGES: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
- 4. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished by F31 personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
- 5. ACCESS TO SITE: Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or till euse of its equipment.
- 6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous malerials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, so ructures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable at orney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
- 7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safet / or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accornance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on a I policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be perforned on the project site. PSI has no right or duty to stop the contractor's work.
- 8. SAMPLE DISPOSAL: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
- 9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of it: receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rale of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all arrounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

### **GENERAL CONDITIONS**

10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER INTORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

- 11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 12. **TERMINATION**: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
- 13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one- half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 14. FIDUCIARY: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
- 15. RECORDING: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
- 16. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
- 17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

City of Doral Year 4 Capital Improvement Plan Stormwater Improvement Project Design October 16, 2023
Page 12 of 11

## Exhibit E – Fee Estimate



# EXHIBIT E CITY OF HOLLYWOOD CITY OF DORAL YEAR 4 CAPITAL IMPROVEMENT PLAN STORMWATER IMPROVEMENT PROJECT DESIGN

### FEE ESTIMATE

		BCC Staff by Category						1200000			
WORK ACTIVITY		C Project Manager	Senior Project Engineer	Project Engineer	GIS Tech	CADD Technician	Clerical	HOURS	LABOR COST	Comments/Assumptions	
HOURLY RATE	\$210.00	\$195.00	\$173.00	\$120.00	\$85.00	\$77.00	\$50.00	RAPE TO SERVICE	STED SESTE		
isk 1 – Project Coordination and Data Collection	0	28	38	32	8	4	0	110	\$16,862.00		
ck-off meeting		3	4					7	\$1,277.00	In person - 2 eng, 2 hours	
onthly progress meetings		12	12	6				30	\$5,136.00	12 meetings - virtual meeting and meeting minutes	
nd site visit		8	8					16	\$2,944.00	1 day, 2 eng	
epare field report		1	2	8	2			13	\$1,671.00		
illect data from City, FDOT and Miami-Dade County		1	2	6	2			11	\$1,431.00		
velop data catalog		1	2	8				11	\$1,501.00		
ordinate with sub-consultants		2	8	4	4	4		22	\$2,902.00		
sk 1.1 - Surveying	0	0	0	0	0	0	0	0	\$83,779.09	The same of the sa	
an i.i - outreying						-			\$83,779.09	See Exhibit B for GPI proposal	
ab 4.2 Delibert control	0	0	0	0	0	0	0	0	\$37,490.00	and an analysis of the popular	
sk 1.2 - Utility Locates		-	-					-	\$37,490.00	See Exhibit C for PDS proposal	
	0	0	0	0	0	0	0	0	\$12,497.46	Dee Exhibit o for P DO proposal	
sk 1,3 - Geotechnical Investigation	0	0	0	0	0	0	0	U	\$12,497.46	See Exhibit D for PSI proposal	
				404	36	16	0	280	\$35,308.00	idea Exhibit Dior For proposal	
sk 2 – Drainage Design Report	0	12	52	164		15	U				
fine future conditions ICPR4 models		2	8	40	16			66	\$7,934.00	For entire City	
rform design storm simulations and develop flood maps		1	4	6	4			15	\$1,947.00	2 critical design storms	
fine stormwater improvement project design		2	8	24	8			42	\$5,334.00	3 sites	
evelop conceptual design schematic		4	16	40		16		76	\$9,580.00	3 sites	
epare opinion of probable construction cost			4	16				20	\$2,612.00	3 sites	
repare draft Drainage Design Report		2	8	30	4			44	\$5,714.00	Electronic submittal	
epare final Drainage Design Report		1	4	8	4			17	\$2,187.00	Electronic submittal	
sk 3 - 30% Design Documents	0	20	48	96	0	120	0	284	\$32,964.00		
epare 60% design plan		16	40	80		120		256	\$28,880.00		
epare 60% opinion of probable construction Cost		4	8	16				28	\$4,084.00		
sk 4 – 60% Design Documents	0	32	104	84	0	120	0	340	\$43,552.00		
epare 60% design plan		24	80	60		120		284	\$34,960.00		
epare 60% technical specifications		4	16	8				28	\$4,508.00		
epare 60% opinion of probable construction Cost		4	8	16				28	\$4.084.00		
sk 5 - 90% Design Documents	0	12	52	52	0	80	0	196	\$23,736.00		
epare 90% design plan		8	40	40		80		168	\$19,440.00		
epare 90% technical specifications		2	8	4		- 00		14	\$2,254.00		
epare 90% opinion of probable construction Cost		2	4	8				14	\$2,042.00		
	0	16	48	48	14	14	0	140	\$19,452.00		
isk 6 – Permitting tend pre-application meeting with SFWMD	0	2	2	40	19	19		8	\$1,216.00	Virtual meeting and meeting minutes	
		2	2	4				8	\$1,216.00	Virtual meeting and meeting minutes	
tend pre-application meeting with RER		6	24	16	8	8		62	\$8.538.00	3 permits	
epare SFWMD ERP permit application		2	12		4	8		30	\$4.074.00	3 permits	
epare RER Class II permit application				8				32	\$4,408.00	Assume 3 RAIs-one per permit	
dress RAIs		4	8	16	2	2				Assume 3 KAIs-one per permit	
isk 6 – Final Design and Bid Documents	0	5	14	46	0	60	0	125	\$13,537.00		
epare final design plans		2	8	40		60		110	\$11,194.00	Virtual meeting and meeting minutes	
repare final technical specifications		2	4	2				8	\$1,322.00	Virtual meeting and meeting minutes	
repare final opinion of probable construction Cost		1	2	4				7	\$1,021.00		
Total Hours	0	125	356	522	58	414	0	10 H 31 A			
Total Fee	\$0.00	\$24,375.00	\$61,588.00	\$62,640.00	\$4,930.00	\$31,878.00	\$0.00	1475	\$319,177.55	THE RESERVE THE PARTY OF THE PA	

Res. No. 23-222 Page 1 of 4

### **RESOLUTION No. 23-222**

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 BCC ENGINEERING, LLC (BCC) TO PROVIDE PROFESSIONAL SERVICES TO DESIGN THE STORMWATER IMPROVEMENTS PROJECT ASSOCIATED WITH YEAR 4 OF THE STORMWATER CAPITAL IMPROVEMENT PLAN, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$319,177.55; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 12, 2021, pursuant to Resolution No. 21-123, the City of Doral ("City") 2021 Stormwater Master Plan and the proposed 5-Year Capital Improvement Plan ("CIP") was adopted by the City Council; 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, in August of 2023, the Public Works Department ("PWD") requested a proposal from BCC Engineering, LLC ("BCC") to provide professional services for the design and permitting of stormwater improvements associated with Year 4 of the Stormwater CIP; and

WHEREAS, Year 4 of the CIP includes the stormwater improvements for Basin F-5, Basin NW 114 Avenue, and Basin D-2-1; and

WHEREAS, the proposed improvements will help address and minimize flooding from significant rain events that have been observed over time at these locations; and

WHEREAS, the implementation of stormwater improvements at locations where flooding is known to occur follows the City's strategic goal of "Quality of Place" and ensures that adequate infrastructure is in place to help prevent flooding; and

WHEREAS, the contract between BCC and the City was procured through the publicly advertised Request for Qualification 2020-22, "Professional General Engineering and Architectural Services" (the "RFQ"), which created a pool of pre-qualified Engineering and Architecture firms; and

WHEREAS, pursuant to Resolution No. 20-243, the City Council awarded the RFQ to ten (10) firms, and negotiated and entered into professional continuing services contracts with said firms, including BBC; and

WHEREAS, City staff recommends that the City Council approve and authorize the City Manager to execute Work Order No. 8 with BCC to provide professional services to design the stormwater improvements project for the Year 4 CIP in an amount not to exceed \$319,177.55; and

WHEREAS, funding for this request is available from Fiscal Year 2023-24 in the Public Works Stormwater Fund – Construction in Progress, Account No. 401.80005.500650.

NOW, THEREFORE, BE IT RESOLVED BY THE MA'OR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

<u>Section 1.</u> <u>Recitals.</u> The above recitals are conf rmed, adopted, and incorporated herein and made part hereof by this reference.

Res. No. 23-222 Page **3** of **4** 

<u>Section 2.</u> <u>Approval.</u> Work Order No. 8 between the City of Doral and BCC Engineering, LLC, for professional engineering and design services related to the stormwater improvements project for the City's Year 4 Capital Improvement Plan, in an amount not to exceed of \$319,177.55, a copy which is attached as Exhibit "A", is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Work Order and expend budgeted funds on behalf of the City in furtherance hereof.

<u>Section 4.</u> <u>Implementation.</u> 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.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall take effect immediately upon adoption.

Res. No. 23-222 Page 4 of 4

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

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

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 6 day of December, 2023.

CHRISTI FR/ GA, 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:

VALERIE VICENTE, ESQ. for

NABORS, GIBLIN & NICKERSON, P.A.

CITY ATTORNEY