

WORK ORDER No. 1 FOR PROFESSIONAL SERVICES

TO: TRC
Worldwide Engineering Restoration
And Inspection, LLC.
1230 N. University Drive
Plantation, FL 33322
Phone: (561) 329-7481 (954) 484-7777

DATE: October 1, 2018

The City of Doral authorizes the firm of TRC Worldwide Engineering Restoration and Inspection, LLC to provide structural services during the construction of the City of Doral Glades Park. The scope of services includes, but is not limited to, foundation reinforcement, columns reinforcement, tie-columns and tie-beams, concrete beams, steel beam and canopies, welding for connections, roof truss/framing installation and connections, roof slab and temporary shoring/formwork and slab on grade inspection services as listed on the proposal. The work should be performed in accordance with the attached Proposal dated September 27, 2018 and submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from TRC Worldwide Engineering Restoration and Inspection, LLC. The schedule of the work to be provided is 6 months from NTP. The performance of services associated with this Work Order will be executed on a lump sum basis with a not to exceed amount of \$11,500.00.

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal, and revoke the award.

Work Order is not binding until the City of Doral agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: TRC Worldwide Engineering Restoration and Inspection, LLC WITNESSES: SEAL:

BY: [Signature]
NAME: Scott A. O'Connor
TITLE: Executive Vice President Restoration Group.

OWNER: City of Doral

BY: [Signature]
NAME: Edward Rojas
TITLE: City Manager

1. [Signature]
2. [Signature]

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



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

BY: [Signature]
NAME: Luis Figueredo, ESQ.
TITLE: City Attorney

TRC Worldwide Engineering Restoration and Inspection, LLC.

1230 N. University Drive
Plantation, FL 33322
Phone: (561) 329-7481 (954) 484-7777
www.RestorationTRC.com



Owner:

The City of Doral
8401 NW 53rd Terrace (2nd floor),
Doral, FL 33166

Date: 9-27-18
(4th Revision)

Architect:

CPZ Architects, Inc.
Chris P. Zimmerman, AIA
4316 West Broward Boulevard
Plantation, FL 33317
Via Email: chris@cpzarchitects.com

RE: Doral Park Project - Required Additional Special Inspections Services

TRC Worldwide Engineering Restoration and Inspection, LLC, ("TRC") appreciates the opportunity to propose structural engineering inspection and/ or restoration services for the referenced project and submits the following proposal for your consideration.

SPECIAL INSPECTIONS

TRC will conduct site, in-progress inspections to satisfy City requirements and compliance with current FBC. Our services include only the following: a) review of performed work (by contractor) and b) review of materials used by the Contractor to confirm adherence to specifications. c) TRC will provide a Final Letter at the end of the project stating the work inspected by TRC and performed by Contractor (Inspected elements/items – ONLY) was completed according to the approved construction documents and current FBC.

The following constitutes the type and quantity of inspections (Scope of Inspections):
(Summary of Inspections up to date is attached per the Owner's request including performed and pending inspections)

Nature Building:

- Foundation Reinforcement – 5 Inspections
- Columns and Tie-columns Reinforcement (1st, 2nd, 3rd Lifts) – 6 Inspections
- Shear walls 1st, 2nd, 3rd lifts – 4 Inspections
- Concrete Beams and Tie-beams Reinforcement – 6 Inspections
- Steel Beam Welding for Connections – 1 Inspection
- Trusses Welding Connections – 2 Inspections
- Roof Truss/Framing Installation and Connections – 2 Inspections
- Roof Slab and Temporary Shoring/Formwork – 2 Inspections
- Parapets at flat roofs – 1 Inspection
- Roof Sheathing (3 roofs) – 2 Inspections
- Slab on Grade – 2 Inspections

Restroom Building:

- Foundation Reinforcement – 2 Inspections
- Columns and Tie-columns – 2 Inspections
- Roof Truss/Framing Installation and Connections – 1 Inspection
- Roof Sheathing – 1 Inspection

IMPORTANT NOTES:

- Based on two structures being built simultaneously, the minimum number of required inspections on both buildings combined, shall be limited to 35 inspections (Not to Exceed 140 Hours)
- It is our understanding that the City of Doral will perform inspections for Slab on Grade, Windows and Doors, canopies, Amphitheater construction, Entrance walls/columns at park entrance, Enclosure at service yard. TRC will not be responsible for inspecting the above mentioned locations and items and will not sign final letters in regards to sections not inspected by TRC.
- Per the City of Doral direction, TRC will not be inspecting all the structural elements. The contractor will be responsible to schedule the inspections with the City of Doral (Building Department) for the remaining inspections. (Refer to Eric's email dated September 24, 2018 – See attached copy)
- TRC will NOT be responsible for any work not inspected by TRC.
- Monitoring concrete placement of foundations, columns, beams, roof slab, and slab on grade. (This is not required under Special Inspector guideline; however, it's recommended in order to avoid future disputes due to concrete placement procedure.)
The owner decided not to add this service to the contract.
- Monitoring Grout Placement for CMU walls (This is not required under Special Inspector guidelines; however, it's recommended in order to avoid future disputes and concerns.)
The owner decided not to add this service to the contract.
- This proposal assumes that the two structures will be built simultaneously, should the structures be built at different intervals (Means and methods by contractor) resulting in an extension of the time on the project, then additional inspections will be required. (4-hour minimum per inspection) – Not Included

BASED ON OUR EXPERIENCE AT SIMILAR PROJECTS, THE FOLLOWING FEE PROPOSAL IS BEING PRESENTED FOR YOUR CONSIDERATION AND APPROVAL. Please initial acceptance next to item.

- Site visit and preparation of report, signed and sealed by the Engineer of Record and delivery of original reports to the City of Doral.

35 INSPECTIONS (Not to Exceed \$11,500.00)

Initial _____

Note: The not-to-exceed value is based on the anticipated number of site visits (not to exceed hours), should additional visits beyond the original site visits, do to unforeseen conditions or factors outside of TRC's control, then any additional inspections shall be billable at TRC's current rate (Minimum 4-hour per inspection) and shall be at the specified rate for the type of staff required (see rate schedule).


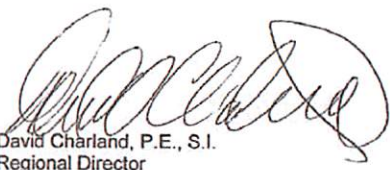
Please note that the attached General Conditions are applicable and form part of our agreement.

Pursuant to Section 558.0035 F.S., an individual employee or agent of consultant (TRC) may not be held individually liable for negligence arising out of or related to this agreement and the services provided.

Accepted by: _____ Date: __/__/____

Thank you for the opportunity to be of service. If you require any additional information, please feel free to contact us at your convenience.

Sincerely,

 Scott A. O'Connor Executive Vice President, Restoration Group	 David Charland, P.E., S.I. Regional Director
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Project: Doral Park Project - Required Additional Special Inspections Services

ACCEPTANCE: The terms and conditions of this proposal are accepted and authorized:

Name: **The City of Doral**

Signature: _____

(Handwritten signature of Edward A. Rojas)

Printed Name: **EDWARD A. ROJAS** Title: _____

CM

Date: **10.2.18**

PLEASE SIGN AND RETURN THE ACCEPTED PROPOSAL.

Accepted by: _____ Date: / /

GENERAL TERMS AND CONDITIONS

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

In the event payment for an invoice is not made within 30 days, TRC Worldwide Engineering (Restoration and Inspection), LLC. (TRC-R&I) reserves the right to notify the Client of our intention to stop work on the project.

Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made by TRC-R&I regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRC-R&I, its officers, directors, employees and subconsultants (collectively, TRC-R&I) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with a remodeling or rehabilitation Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by TRC-R&I.

In the event the Client makes a claim against TRC-R&I, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by TRC-R&I in defending itself against the claim.

The only warranty or guarantee made by TRC-R&I in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

The outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees or agents of TRC-R&I at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work such as requests by the Client, or others, additional charges will be applicable

Neither the professional activities of TRC-R&I, nor the presence of TRC-R&I or its employees and subconsultants at a construction/project site, shall impose any duty on TRC-R&I, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TRC-R&I and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, TRC-R&I and TRC-R&I's subconsultants. The Client also agrees that the Client, TRC-R&I and TRC-R&I's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

TRC-R&I maintains Worker's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Professional Liability Insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. Cost of this coverage is included in our quoted fees. Additional insurance or increased limits of liability are available upon written request for an additional charge.

Sales tax, if applicable, shall be an additional charge to all hourly rates, fees and reimbursable expenses all fees quoted are valid for two months unless specified.

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by TRC-R&I as instruments of service shall remain the property of TRC-R&I. TRC-R&I shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

This agreement is to be governed by the laws of the State of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Broward County, Florida.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the TRC-R&I. TRC-R&I's professional services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against TRC-R&I because of this Agreement or the performance or nonperformance of professional services hereunder. The Client and TRC-R&I agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

TRC-R&I agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers and employees (collectively, Client) against all damages, claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by TRC-R&I's negligent performance of professional services under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRC-R&I, its officers and employees (collectively, TRC-R&I) against all damages, claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts taken in connection with the project set forth in this Agreement. Neither TRC-R&I nor the Client shall be obligated to indemnify or hold harmless the other party in any manner whatsoever for the other party's own negligence.

Accepted by: _____ Date: ___/___/___

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay TRC-R&I for all services rendered and all reimbursable costs incurred by TRC-R&I up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving TRC-R&I not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of TRC-R&I, the Client shall pay TRC-R&I, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by TRC-R&I in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor TRC-R&I, their respective officers, directors, partners, subsidiaries, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, this Agreement, or the performance of professional services under this Agreement. This mutual waiver of incidental, indirect or consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and TRC-R&I shall require similar waivers of incidental, indirect or consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer (TRC-R&I), the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, TRC-R&I's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of TRC-R&I's fee (whichever is less) or other amount agreed upon when added under special conditions. Such causes include, but are not limited to, TRC-R&I's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and TRC-R&I agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation. The Client and TRC-R&I further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

RATE SCHEDULE

Senior Principal - Registered Engineer	\$215.00 per Hour
Engineering Manager	\$175.00 per Hour
Senior Restoration Project Manager	\$170.00 per Hour
Project Manager/Engineer	\$110.00 per Hour
Senior Building Inspector	\$90.00 per Hour
Building Inspector	\$ 80.00 per Hour
Mileage	\$.55 per Mile
Interest on past Due Accounts	1.5% per Month

Other Reimbursable Expense Items Which Have Been Previously Approved Shall Be Invoiced as Direct Charges, plus a 10% Carrying Charge.

Project: Doral Park Project - Required Additional Special Inspections Services

Accepted by: _____ Date: __/__/____

Project: Doral Glades Park

Summary of Inspections				
Building	Type of Inspection	Performed Inspection by TRC	Pending Inspection to be performed by TRC	Note
Nature Center				
	Foundation	5		Additional foundation inspections will be performed by the City
	Columns 1st, 2nd, 3rd lift/Tie columns	8		Additional column inspections will be performed by the City
	CMU 1st, 2nd, 3rd lift	4	1	
	Shear walls 1st, 2nd, 3rd lift	5		No additional inspection needed
	Beams/Tie Beams	6	2	
	Slab on Grade	2		No additional inspection needed
	Trusses Welding Connections	1	1	
	Roof Concrete Slab	3		No additional inspection needed
	Steel Beams connection		1	
	Parapet at flat Roof		1	
	Roof Trusses (Framing installation and connections)		2	
	Roof Sheathing (3 roofs)		2	
Restroom				
	Foundation	2		No additional inspection needed
	Columns/Tie Columns	2		No additional inspection needed
	CMU	2		No additional inspection needed
	Roof Trusses		1	
	Roof Sheathing		1	
Totals		40	12	

Important Note:

Per the City of Doral direction, TRC will not be inspecting all the structural elements. The contractor will be responsible to schedule the inspections with the City of Doral (Building Department) for the remaining inspections. (Refer to Eric's email dated September 24, 2018 – See attached copy)