WORK ORDER No. 8 FOR PROFESSIONAL SERVICES

DATE: November 30, 2023

TO: 300 Engineering Group, LLC.

2222 Ponce De Leon Blvd, Suite 300

Coral Gables, Florida 33132

(305) 602-4602

The City of Doral authorizes the firm of 300 Engineering Group, LLC. to provide professional Project Management and CEI services for the provision of managing the "Milling & Resurfacing of NW 102^{nd} Avenue from NW 58^{th} Street to Approximately NW 62^{nd} Street Project". Where 300 Engineering Group, LLC. 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 300 Engineering Group, LLC. and the City of Doral dated January 4, 2021, and the attached Proposal dated November 27, 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 300 Engineering Group, LLC. dated November 27, 2023 for Project Management and CEI services. The schedule requires the scope of work to be completed within 30 calendar days of NTP. All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a time and material basis not to exceed the amount of \$19,640.00.

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

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated January 1, 2020 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply. Work Order is not binding until the City of Doral agrees and approves this Work Order.

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

CONSULTANT: 300 Engineering Group, LLC. WITNESSES: SEAL: BY: 1. Rodolfo Remon 2. NAME: Vice President - Principal TITLE: City of Doral **AUTHENTICATION:** OWNER: SEA BY: BY: FLORIDA Barbara Hernandez NAME: NAME: Connie Diaz TITLE: City Manager TITLE: City Clerk

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

BY:

Valerie Vicente

NAME:

Valerie Vicente, Esq for Nabors

Gibling & Nickerson, P.A.

TITLE:

City Attorney

City of Doral

RFQ No. 2020-22

Task #8

" CEI Services for Milling & Resurfacing along NW 102nd Ave from NW 58th St to NW 62nd St" – WO #13

SCOPE OF WORK Draft

November 27, 2023

City of Doral
Public Works Department
8401 NW 53 Terrace
Doral, FL 33166
Attn: Julio Amoedo, MPA, CGC, CUC,GEC
Chief of Construction



Prepared by:

300 Engineering Group, LLC 2222 Ponce de Leon Blvd, Suite 300 Coral Gables, FL 33134 305-763-9829

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City of Doral

RFQ No. 2020-22

Task #8

" CEI Services for Milling & Resurfacing along NW 102nd Ave from NW 58th St to NW 62nd St - WO #13"

SCOPE OF WORK

INTRODUCTION

300 Engineering Group, LLC (300) has entered into a professional service agreement with the City of Doral (City) to provide engineering services under the RFQ No. 2020-22. The following task is proposed under this scope of work:

Task # 8 – " CEI Services for Milling & Resurfacing along NW 102nd Ave from NW 58th St to NW 62nd St "

DESCRIPTION OF SERVICES

The City of Doral (City) is planning to perform milling and resurfacing along NW 102nd Ave from NW 58nd St and NW 62nd St, approximately 560 LF. The City has requested 300 Engineering to provide PM and CEI Services

100 PM and CEI Services

300 Engineering will CEI Services for a period of 30 days, including the following activities:

- Field Observation for adherence with Construction Documents
 - o Milling & Resurfacing
 - o Pavement Restoration
- Inspection of Maintenance of Traffic
- Preparation of Weekly Reports
- Verification of material quantities
- Attendance to pre-construction meeting
- Attendance to construction progress meeting
- Review and Certify Contractor's Progress Payment
- Review of Potential Claim/Changer Order
- Track RFIs
- Track Shop Drawings Submittals
- Coordination with Engineer of Record
- Project Management and Coordination with City Construction Chief, as needed
- Assistance with contractor's permitting process
- Coordination of inspections with third party agencies

300 Engineering Inspector will be full time on-site for entire for 1 month.

COMPENSATION

Services will be provided in the amount of \$19,640.00 will be compensated on a Time & Materials Basis. Please refer to Appendix A for a detailed fee proposal.

Invoicing will be submitted monthly along with approved timesheets.

ASSUMPTIONS

This Scope of Work and deliverables are based on the following assumptions:

- 300 Engineering is responsible for the Health & Safety of its employees only
- 300 Engineering is not responsible for the design of the project
- · Shop drawings and RFIs shall be responded by the EOR
- City staff will be available to conduct meetings and site visit, as necessary
- 300 Engineering will be provided with contract documents for CEI Staff review
- Additional efforts beyond the project duration of 1 month are not included on this scope of work and may be negotiated on a different scope, if needed
- 300 Engineering will be in consideration of this Task Authorization, access to data and information sources is made available to 300 Engineering. 300 Engineering shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the City of Doral while performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the City of Doral. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of 300 Engineering, material that 300 Engineering developed independently without relying on the state's or City's confidential information, or material that is otherwise obtainable under State Law as a public record



APPENDIX "A" Proposed Fee Schedule



City of Doral RFQ 2020-2022 CEI Services for Milling & Resurfacing along NW 1020rd Ave from NW 58th St to NW 62nd St" – WO #13 Task# 8

			AppendixA						
]					Budget		Remarks	
		Principal	Project Manager	Construction Inspector	Total Hours	Labor	Subtotal		
	Rate, \$/Hr	\$200.00	\$180.00	\$80.00					
Task									
100	PM and CEI Services	0	38	160	198	\$19,640.00	\$19,640.00		
	Total (Hours)	0	38	160	198	\$19,640.00	\$19,640.00		
	Sub-Total Labor Fee						\$19,640.00		
	ODC's (Mileage, Reproduction & Reimbursable Permits)								
	Sub-Total Labor Fee/ODC						\$19,640,00		
	Total Project Cost (Labor/ODC)								
	% Utilization	0.00%	19.19%	80.81%	100.00%				
	Total (\$)	\$0.00	\$6,840.00	\$12,800.00			\$19,640.00		



Hernan M. Organvidez

City Manager

December 12, 2022

Mr. Rodolfo Remon Principal 300 Engineering Group, P.A. 2222 Ponce de Leon Blvd., Suite 300 Coral Gables, FL 33134

Ref: Extension of RFQ 2020-22 for Professional Services

The City of Doral invites your company to extend our contract for the above services and join us for an additional one-year period as provided in Section 3.1 of the Continuing Professional Services Final Agreement dated January 4, 2021. The terms of the agreement shall remain in full force and effect. The new expiration date will now be January 4, 2024.

Kindly sign this notice with your acceptance and return at your earliest convenience.

The City wishes to thank you and your team for the services you have provided. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral.

If you should have any questions, please to do not hesitate to contact me.

Respectfully,

Hernan M. Organvidez

City Manager

Accepted:

300 Engineering Group, P.A.

Rodolfo Remon Date: 12/21/22

Res. No. 20-243 Page 1 of 3

RESOLUTION No. 20-243

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH 300 ENGINEERING GROUP, A&P CONSULTING TRANSPORTATION ENGINEERS CORP., BCC ENGINEERING, EAC CONSULTING, GANNETT FLEMING, HW LOCHNER, KIMLEY-HORN, MARLIN ENGINEERING, STANTEC, AND THE CORRADINO GROUP; FOR THE PROVISION OF PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to RFQ #2020-22 titled "Professional General Engineering and Architectural Services", the City of Doral received twenty-five (25) submittals by the August 7, 2020, 10:00 a.m. deadline; and

WHEREAS, the selected firms will be used to create a "pool" of pre-qualified consultants to provide professional general engineering and architectural services thereby reducing the costly and time-consuming process of individual solicitations; and

WHEREAS, this expedited process would follow the City of Doral Procurement Ordinance #2004-03 whereby any work in excess of the stated minimum is brought before the City Council for approval; and

WHEREAS, funding for the tasks assigned under these contracts will be budgeted each fiscal year; and

WHEREAS, Staff respectfully recommends that the City Council authorize the City Manager to negotiate and enter into professional service agreements with the following ten (10) firms: 300 Engineering Group, A&P Consulting Transportation Engineers, BCC Engineering, EAC Consulting, Gannett Fleming, H W Lochner, Kimley-Horn, Marlin

1

Engineering, Stantec, and The Corradino Group for the provision of professional engineering and architectural services;

WHEREAS, in the event the City cannot successfully negotiate with one of/or any of the firms recommended, staff and the City Manager are authorized to move onto the next highest ranked firm and commence negotiations, and so forth, until ten (10) firms have executed contracts.

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

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

<u>Section 2.</u> <u>Approval of Rankings.</u> The City Council hereby approves the rankings of the ten (10) firms, attached as Exhibit "A", as provided by the proposals submitted.

<u>Section 3.</u> Authorization. The City Manager is authorized to expend budgeted funds for professional services associated with this Professional Services Agreement.

<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. 20-243 Page 3 of 3

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

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

the vote was as follows:

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

PASSED AND ADOPTED this 16 day of December, 2020.

ATTEST:

CITY CLERK

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

CONTINUING PROFESSIONAL SERVICES FINAL AGREEMENT Between

CITY OF DORAL, FL

And

300 Engineering Group, P.A. .

THIS AGREEMENT is made between CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "CITY") and 300 Engineering Group, P.A., a Florida corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 2222 Ponce de Leon Blvd, Suite 300, Coral Gables, Fl 33134. CITY and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY requested qualifications from qualified engineers and selected the CONSULTANT to provide professional engineering services with respect to assigned Work Orders; and

WHEREAS, the CONSULTANT is willing and able to perform such professional, services for the CITY within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a Specific Project, but to set forth certain general terms and conditions, which shall govern the relationship between CITY and CONSULTANT and which shall be incorporated into subsequent supplemental agreements/work orders for Specific Projects or services when required; and

WHEREAS, the agreement is effective January 4th, 2021.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties

the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

- 2.6 The CONSULTANT shall submit to the CITY all final deliverables within the Contract Time as noted in each Project Agreement and associated CONSULTANT Proposal.
- Unless otherwise excused by the CITY in writing, in the event that the 2.7 CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$200.00 per day. The CONSULTANT may request an extension if the factors involved are not under their direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing an estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT the remainder of the funds withheld, but no longer applicable, as liquidated damages.
- 2.8 The CITY reserves the right, at its sole discretion, to suspend the methods of equitable distribution for any CONSULTANT that has not performed to the CITY's expectations on current or past projects. The CITY will provide performance reviews at the mid-point and completion of the agreed upon Work Order Schedule and based on the reviews, if the CITY in its sole discretion is dissatisfied, the CITY may select another CONSULTANT in the Pool.
- 2.9 The CITY Manager is authorized to negotiate and execute a Project Agreement for Projects in which the CONSULTANTS' services do not exceed \$15,000.00.
- 2.10 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

3.1 <u>Term of Agreement:</u> This Continuing Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two years with an option to renew for one (1) additional year, unless further extended by option or renewal and/or until terminated pursuant to Section 3.2 or other applicable sections

of this Agreement. Each Project Agreement shall specify the period of service agreed to by the CITY and CONSULTANT for services to be rendered under said Project Agreement.

- 3.2 <u>Termination for Convenience</u>: This Continuing Services Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days written notice to the CONSULTANT or on fourteen (14) days' notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 3.3 <u>Effect on Project Agreement:</u> Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s).
- 3.4 <u>Non-Exclusive Agreement:</u> Notwithstanding the provisions of Subsection 3.1, the CITY Manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the CITY under similar continuing services agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.
- 3.5 For Cause: A Project Agreement may be terminated by either party upon fourteen (14) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.
- 3.6 For Convenience: A Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit to the CITY its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.
- 3.7 <u>Assignment Upon Termination:</u> Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY,

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