

WORK ORDER No. 5 FOR PROFESSIONAL SERVICES

TO: H. W. Lochner, Inc.
8750 NW 36th Street, Suite 360
Doral, Florida 33178
(305) 503-9873

DATE: August 14, 2019

The City of Doral authorizes the firm of H.W. Lochner, Inc. to proceed with the provision of engineering services and the development of construction plans for traffic calming improvements in Section 7 as of the date of this Work Order. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between H.W. Lochner, Inc. and the City of Doral dated February 2, 2018, and the attached Proposal 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 H.W. Lochner, Inc. The schedule requires the work to be performed within 5 months from 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 materials basis with a not to exceed amount of \$51,952.50.

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 February 2, 2018 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.

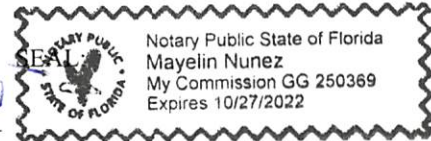
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: H.W. Lochner, Inc.

BY: [Signature]
NAME: Edwin F. Mojena, PE
TITLE: Vice President

WITNESSES:

1. [Signature]
2. [Signature]



OWNER: City of Doral
BY: [Signature]
NAME: Albert P. Childress
TITLE: City Manager

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

APPROVED AS TO FORM:

BY: [Signature]
NAME: Luis Eiguereado
TITLE: City Attorney

RESOLUTION No. 19-194

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND H.W. LOCHNER, INC. TO PROCEED WITH THE DESIGN SERVICES FOR THE TRAFFIC CALMING IMPROVEMENTS IN SECTION 7 IN AN AMOUNT NOT EXCEED \$51,952.50; RECOGNIZING THAT H.W. LOCHNER, INC. IS A CITY OF DORAL PRE-QUALIFIED VENDOR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral Public Works Department (PWD) secured the services of BCC Engineering, Inc. in 2014 to perform a Traffic Calming Study with Section 7; and

WHEREAS, as per the recommendation in the final traffic calming study report submitted the City is proceeding with the procurement of a firm for the design services of the traffic calming improvements that are within City Right-of-Way; and

WHEREAS, the City of Doral Public Works Department (PWD) wishes to secure a firm to proceed with design services of the traffic calming improvements that are within City Right-of-Way; and

WHEREAS, H.W. Lochner, 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 November 2017; and

WHEREAS, Staff respectfully requests that the City Council approve the Work Order with H.W. Lochner, Inc. to proceed with the design services of the traffic calming improvements that are within City Right-of-Way; in an amount not to exceed \$51,952.50; and

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

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

Section 2. Approval. The Work Order between the City of Doral and H.W. Lochner, Inc. for the provision of design services of the traffic calming improvements that are within City Right-of-Way; in an amount not to exceed \$51,952.50, a copy which is attached hereto as Exhibit "A", is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the work order and expend budgeted funds on the behalf of the City for the design services described.

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

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

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

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

PASSED AND ADOPTED this 13 day of August, 2019.



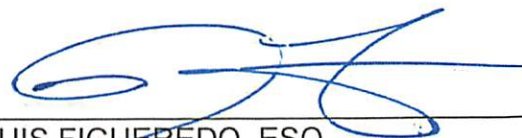
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT "A"

May 8, 2019

Eugene Collings-Bonfill, P.E., P.S.M., CFM, PMP
Chief of Engineering
City of Doral
8401 NW 53 Terrace
Doral, FL 33166
T (305) 593-6740 Ext. 6017
M (786) 570-6957
F (305) 593-6617
eugene.collings@cityofdoral.com

RE: PROPOSAL – Traffic Calming Devices Contract Plans – Various Locations

Dear Mr. Collings-Bonfill:

H.W. Lochner, Inc. (LOCHNER) is pleased to respond to your request for proposal on the above referenced project.

1. PROJECT BACKGROUND

The City of Doral has requested LOCHNER to provide roadway, and signing & pavement marking services at various locations within Doral. These services consist of installing the following traffic calming devices:

- 25MPH Speed Limit signs
- Speed Feedback Signs
- Speed table
- Raised crosswalk and
- Raised intersection.

The traffic calming devices are to be installed at the following locations:

- Speed Limit Signs
 1. NW 114 Court south of NW 87 Lane (SB)
 2. NW 84 Street east of NW 111 Court (EB)
 3. NW 78 Street west of NW 108 Avenue (WB)
 4. NW 78 Street east of NW 111 Court (EB)
 5. NW 109 Avenue north of NW 82 Street (NB)
 6. NW 109 Avenue north of NW 88 Terrace (SB)
- Speed Feedback Signs
 1. NW 109 Avenue between NW 86 Street and NW 88 Street
 2. NW 86 Street between NW 107 Avenue and NW 109 Avenue
 3. NW 86 Street between NW 112 Avenue and NW 114 Court
 4. NW 112 Avenue between NW 84 Street and NW 86 Street
 5. NW 114 Avenue between NW 75 Lane and NW 78 Street

LOCHNER

- Speed Table at NW 114 Court between NW 86 Street and NW 87 Lane
- Raised Crosswalk at NW 86 Street between NW 107 Passage and NW 108 Avenue
- Raised Intersection at NW 114 Court and NW 88 Lane

2. SCOPE OF WORK FOR ENGINEERING SERVICES:

a. Roadway and Signing & Pavement Marking Analysis

LOCHNER will prepare a component set of plans including roadway and signing & pavement marking plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current FDOT Design memorandums.

- 1) LOCHNER shall prepare the roadway and signing & pavement markings design file to include all necessary design elements and all associated reference files. The design file shall include the design and layout of the proposed speed table, raised crosswalk raised intersection, pavement design, speed limit sign locations, and speed feedback sign locations. Plans details may include proposed call outs, pay item numbers, pedestrian crosswalk details, sign details, and feedback unit details.
- 2) LOCHNER shall determine quantities for the speed limit signs, speed feedback signs, raised intersection, raised crosswalk, speed table, and provide an engineer's opinion of probable cost for construction.
- 3) LOCHNER shall provide utility and permitting coordination and follow-up including phone calls, face-to-face meetings to motivate and ensure that Miami Dade County, FPL and all affected agencies/utilities complete their work schedules and agreements. LOCHNER shall ensure the resolution of all known conflicts and assist the Client in securing the necessary permits for this project.
- 4) LOCHNER shall keep accurate minutes of all meetings and distribute a copy to all attendees.

b. Roadway and Signing & Pavement Marking Plans

- 1) LOCHNER shall prepare a roadway and signing & pavement markings set of plan in accordance with all applicable manuals, guidelines, and standards and obtain all required permits from Miami Dade County and FDOT.
- 2) Plans shall include the following sheets:
 - i. Key Sheet
 - ii. General Notes
 - iii. Tabulation of Quantities
 - iv. Project Layout
 - v. Roadway Sheets
 - vi. Signing & Pavement Markings Sheets
 - vii. Special Details

LOCHNER

3. CONTRACT SUM

For the services performed under paragraph 2, the Client will pay the Engineer time and materials fee in amount not to exceed **(\$51,952.50)** payable as follows. Any additional services will be negotiated as needed.

4. PAYMENTS

Subsequent progress payments of the above lump sum fees shall apply and invoice monthly in proportion to the services performed.

Should the client wish us to provide and/or negotiate with third parties, any of the aforementioned services or any other additional work not included in this proposal under the Scope of Work, we will provide it on a Time Charge plus Expenses basis, computed as the sum the following:

- Salary Costs times a multiplier of 3.00
- Non-Salary expenses times a multiplier of 1.05

Salary costs is defined as salary and wages paid for time expend on the project plus the cost of Engineer's statutory and customary benefits, such as, insurance, sick leave, holidays, vacations, medical and retirement benefits, etc.

Non-Salary expenses include such typical expenses as cost of: transportation and subsistence; toll telephone calls and telegraph; computer time and programming costs; subcontract services such as: surveys, subsurface investigation and testing by commercial laboratories.

5. CLIENT RESPONSIBILITIES

Provide access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this proposal.

Place at the disposal of the Engineer all available information pertinent to the project upon which the Engineer can rely, including previous reports and any other data related to the design and construction of the project.

Designate a person to act as the Client's representative with respect to the work to be performed, such person to have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the work covered by this proposal.

LOCHNER

6. SCHEDULE & DELIVERIES

The Engineer has neither jurisdiction nor control over the regulatory agencies and their plans review process, therefore the Engineer shall not be liable for the delays created by said agencies.

Schedule

Traffic Calming Device Installation - Various Locations

ID	TASK NAME	DURATION (days)	START	FINISH	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5				MONTH 6			
					1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
	Task 1: Survey	30	0	30	█																							
	Task 2: Roadway/Signing & Pavement Marking Analysis	120	30	150					█				█				█				█							
	Task 3: Roadway/Signing & Pavement Marking Plans	90	60	150									█				█				█							

- ⇒ City of Doral Staff/Progress Meeting
- ↔ Miami Dade County Review
- ★ End of Review by City of Doral Staff/Miami Dade County
- 😊 Production Complete

7. ACCEPTANCE

The return of an executed copy of this proposal would constitute our authorization to proceed.

Very truly yours,

LOCHNER



Edwin Mojena, PE
Vice President

ACCEPTED BY: _____ DATE: _____



PROPOSAL / AGREEMENT

Friday, May 03, 2019

SENT VIA: msauleda@hwlochner.com

Submitted to:

Manuel A. Sauleda, P.E.

LOCHNER

8750 NW 36th Street, Suite 360

Miami, FL 33178

About:

Surveying Services for the project within the City of Doral.

Dear Mr. Sauleda:

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project. **HADONNE (HC)** is pleased to submit the following proposal for your consideration:

Scope of Services:

Task-1) NW 114 Court Between NW 86 Street & NW 87 Lane, at midblock waterway see attached **(Exhibit "A") Figure 1**

- Perform a Topographic Survey.
- Locate all above ground features within the survey area.
- Provide DTM of the Survey area in GeoPak as well as all files in a DGN file.

Task-2) NW 86 Street Between NW 107 Passage & NW 108 Avenue see attached **(Exhibit "A") Figure 2**

- Perform a Topographic Survey of the area.
- Locate all above ground features within the survey area.
- Provide DTM of the Survey area in GeoPak as well as all files in a DGN file.

Task-3) NW 114 Court at NW 88 Lane see attached **(Exhibit "A") Figure 3**

- Perform a Topographic Survey of the area.
- Locate all above ground features within the survey area.
- Provide DTM of the Survey area in GeoPak as well as all files in a DGN file.

Deliverables:

Three signed and sealed copies of the resulting Map of Topographic Survey.

Time of Completion:

We have estimated five working weeks to submit a preliminary survey and three weeks for the final submittal.

Year 2019 hourly Rates (loaded hourly rates):

Survey Field Crew (8 HR Day)	\$1,200.00 per Day
CADD Technician	\$65.00 per Hour
Survey Technician	\$87.50 per Hour
Senior Surveyor & Mapper	\$130.00 per Hour
Surveyor & Mapper	\$100.00 per Hour

Qualifications: County and / or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Standards of Practice for Land Surveying in the State of Florida ", pursuant to Rule 5J17-05 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response if so required and an additional charge will apply per HC's hourly rates for calendar year 2019, which are set forth in the "Year 2015 hourly Rates" section of this Proposal. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require a 48-hour, prior written notice before field work can be performed. This notice should be sent via facsimile or email to HC. **SUBSURFACE UTILITY ENGINEERING:** Client shall be aware that **GPR Technology is not 100% accurate.** Depending on factors such as and not limited to: soil type, soil moisture, size of underground utility, type of underground utility, depth of underground utilities; some utilities may not be detected by GPR. GPR will detect the presence of the utility but not the type. HC will do its best to identify the type of utility but it may occur that some detected utility remains unidentified. Area to be located with GPR should be clean without mayor vegetation, debris or any structure that may prevent the use of the equipment. Cleaning, removing of debris or vegetation is not included in this proposal.

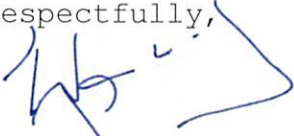
Payments Terms: Payment is due for HC's completion of each task UPON RECEIPT of HC's Invoices. It is understood that this Proposal is entered between HC and the Client. HC's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by HC. HC's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms, and HC's Standard Terms and Conditions (collectively the "Contract"), which is attached and incorporated by reference as if fully set forth here. The Client's signature shall also constitute a notice for HC to proceed with its Scope of Services. In the event HC is required to enforce any terms of the Contract, Client agrees to pay to HC all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that HC's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to Client. Both HC and the Client may terminate this Proposal after ten (10) days written notice, and upon Client's payment to HC of all outstanding fees and expenses incurred by HC through the date of such written notice.

By signing below, I APPROVE AND ACCEPT this letter as a legal contract and read and agree to the payment terms as set forth above.

By: _____ Date: _____
(Authorized Signature)

_____ Title: _____
(Typed or printed name)

I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything, we can do to be of service in this or any other matter, please do not hesitate to call me directly at +1(305) 266-1188.

Respectfully,


Abraham Hadad, PSM / President

EXHIBIT "A"

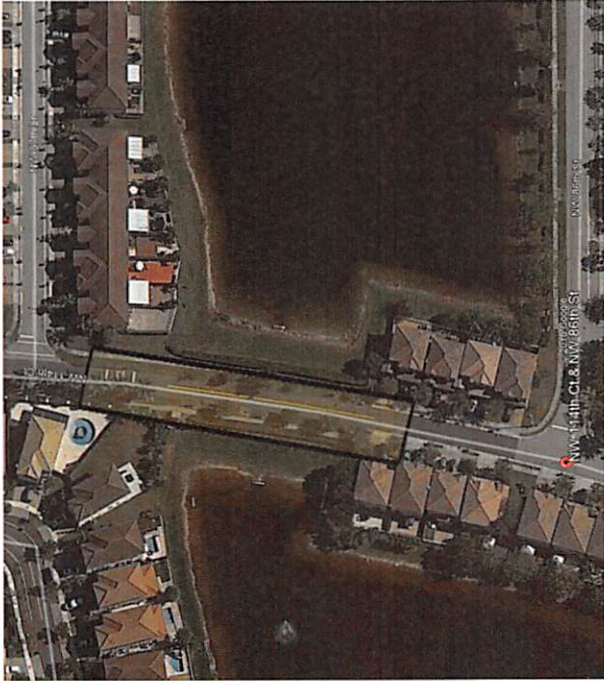


Figure 1



Figure 2



Figure 3

