

RESOLUTION NO. 13-143

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 DAVID PLUMMER & ASSOCIATES FOR DESIGN SERVICES FOR NW 102 AVENUE FROM NW 41ST STREET TO NW 58TH STREET AND NW 52ND STREET FROM NW 107TH AVENUE TO NW 97TH AVENUE IN AN AMOUNT NOT TO EXCEED \$142,858.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE (PUBLIC WORKS)

WHEREAS, on June 1st, 2011, the City of Doral (the "City") submitted an application to the Miami-Dade Metropolitan Planning Organization (MPO) requesting Federal Transportation Enhancement funding for the construction of roadway improvements to NW 102nd Avenue from NW 41st Street to NW 58th Street and NW 52nd Street from NW 107th Avenue to NW 97th Avenue (the "Project"); and

WHEREAS, the Project was awarded \$1,000,000 in funding for the construction phase in Fiscal Year (FY) 2014 – 15, and requires a 20% local funding match. The City will match funds by completing the Design and Construction Engineering and Inspection phases of the Project; and

WHEREAS, the Public Works Department wishes to engage a firm to proceed with design services for the Project; and

WHEREAS, the inclusion of Bicycle Lanes as part of the Project is consistent with, and helps achieve, the City's adopted Bikeway Network Master Plan; and

WHEREAS, David Plummer & Associates, is a prequalified consultant of professional services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in September 2011. Following a review of the experience and qualifications from the pool of prequalified firms, it was determined that David Plummer & Associates, has the most relevant experience to provide design services for the Project; and

WHEREAS, Staff respectfully requests that the City Council approve the Work Order with David Plummer & Associates, to provide professional design services for the Project in an amount not to exceed \$142,858.00.

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

Section 1. Recitals. The above recitals are true, correct, and incorporated herein by this reference.

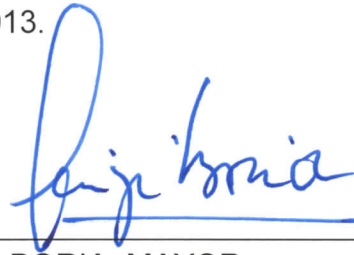
Section 2. Approval. The Work Order between City and David Plummer & Associates for the design of the Project in an amount not to exceed \$142,858.00, a copy of which is attached hereto as Exhibit "A," is hereby approved. The City Manager is authorized to execute the Work Order and expend budgeted funds on behalf of the City.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 11th day of December 2013.



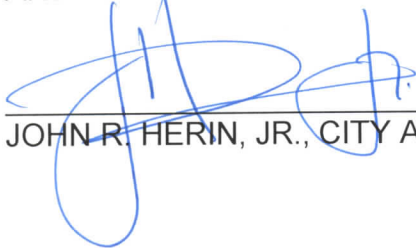
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JOHN R. HERIN, JR., CITY ATTORNEY

EXHIBIT “A”

October 21, 2013
Revised November 4, 2013
Revised November 15, 2013

Jose H. Olivo, P.E.
Public Works Director
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
(305) 593-6740, Ext. 6005
jose.olivo@cityofdoral.com

Re: City of Doral Bicycle Lanes and Milling & Resurfacing of NW 102 Avenue and NW 52 Street – Design Phase Services - #13198

Dear Jose:

David Plummer & Associates (DPA) is pleased to provide the City of Doral with design phase and construction phase services for the construction of bicycle lanes and milling and resurfacing of NW 102 Avenue and NW 52 Street in Doral, FL. This letter and our PSA dated December 2, 2011, forms the agreement between our organizations for these services.

Our involvement in the project is described in the attached Scope of Services (Attachment A). The fees for the corresponding project tasks are included as Attachment B. The intent of the work is to provide a construction plans package for that work.

If you concur with the contents of this agreement, please sign both copies and return a single copy to our office. We are prepared to start this work, upon receipt of the above stated items, subject to a mutually agreed upon schedule.

Sincerely,

Accepted by:



Victor Lee, PE, PLS, Vice President
DAVID PLUMMER & ASSOCIATES

Jose H. Olivo, P.E., Public Works Director
CITY OF DORAL

cc: Accounting, Proposal Book

Attachments: Attachment A & B

olivo-let-111513.docx

Attachment A - SCOPE OF SERVICES

CITY OF DORAL BICYCLE LANES AND MILLING & RESURFACING OF NW 102 AVENUE AND NW 52 STREET DESIGN PHASE SERVICES

October 21, 2013
Revised November 4, 2013
Revised November 15, 2013

Purpose

The purpose of this work is to provide design documents for the construction of bicycle lanes along NW 102 Avenue from NW 41 Street to NW 58 Street and along NW 52 Street from NW 107 Avenue to NW 97 Avenue. The improvements will also include the milling and resurfacing of these roadway segments.

SCOPE OF WORK

TASK 1 – Roadway Plans

Services under this task include the preparation of a construction plans package for the widening of 2 miles of roadway to accommodate a 4-foot wide bicycle lane in both directions for the following roadway segments:

- NW 102 Avenue from NW 41 Street to NW 58 Street
- NW 52 Street from NW 107 Avenue to NW 97 Avenue

The scope of services will also include the milling and resurfacing of the above roadway segments, as well as drainage, sodding, curb and gutter and sidewalk reconstruction associated with the roadway widening. This task includes providing a construction cost estimate for the Roadway Plans.

The roadway design package will consist of the following:

- Key Sheet
- Typical Sections
- Summary of Quantities
- General Notes
- Roadway Plan Sheets
- Tabulation of Drainage Structures
- Traffic Control Plans General Notes Sheet
- Miscellaneous Drainage Details Sheet
- Miscellaneous Construction Details Sheet

The plans package will be submitted to the City of Doral, Miami-Dade County, and the Florida Department of Transportation for review.

Product: Roadway Plans

TASK 2 – Signing & Pavement Marking Plans

Under this task, signing and pavement markings will be shown in the plans as part of the milling and resurfacing work. In addition, bicycle lane markings and shared lane markings, where applicable, will be specified in the plans for the proposed bicycle lanes, along with any appropriate bicycle signs. This task includes providing a construction cost estimate for the Signing and Pavement Marking Plans

The replacement of vehicle loop assemblies at signalized intersections due to milling and resurfacing will be shown, along with the installation of new bicycle loops, where required, in the Signing and Pavement Marking Plans. These signalized intersections are:

- NW 102 Avenue and NW 41 Street
- NW 102 Avenue and NW 52 Street
- NW 102 Avenue and NW 58 Street
- NW 52 Street and NW 107 Avenue
- NW 52 Street and NW 97 Avenue

The Signing and Pavement Marking Plans will consist of the following:

- Summary of Quantities – Signing and Pavement Markings
- Signing and Pavement Marking General Notes
- Signing and Pavement Marking Plan Sheets
- Signing and Pavement Marking Details

The Signing and Pavement Marking Plans will be submitted to the City of Doral, Miami-Dade County, and the Florida Department of Transportation for review.

Product: Signing and Pavement Marking Plans

TASK 3 – Design / Permit Processing

The construction plans package will be reviewed by the City of Doral, Miami-Dade County, and the Florida Department of Transportation. Comments will be addressed, with written responses provided to comments received from review agencies, and adjustments, as necessary, will be made to the construction plans package. The final construction plans package will be resubmitted to the permitting agencies for their review.

The permit processing for the construction document package includes up to 120 hours under this task. The actual permit will be drawn by the contractor.

Product: Design / Permit Processing

TASK 4 – Project Representation / Meetings

Our firm will be represented in all of the informal team or public agency sessions where the design issues for this project are discussed. The team discussions will include, but not be limited to, planning, approval strategies, schedules, methodologies, field reviews, and coordination between disciplines. The agency representation will involve these same items and informal reviews, attending comment resolution meetings with reviewing agencies, drafting approval documents, negotiations and the like. Up to 10 meetings are included under this task. This task will also include providing responses to questions and technical assistance during the bid phase of the project.

Product: Attend Meetings and Provide Technical Assistance

TASK 5 – Topographic Survey

Under this task, a topographic survey will be prepared by Longitude Surveyors LLC for the roadway locations described above. Cross section elevations at 100-foot intervals will be provided, including high/low points, edges of pavement, curb and gutter (flow line and top of curb) and sidewalk (front and back).

All above-ground features within the limits of the survey will be shown. For drainage structures within the limits of the survey, the following will be provided: grate elevations, pipe sizes, invert elevations and direction of flow, and structure bottom elevations.

Product: Topographic Survey

TASK 6 – Geotechnical Testing

Under this task, four (4) percolation tests will be performed by Professional Service Industries, Inc. (PSI) for use in the design of drainage improvements required to accommodate the proposed bicycle lanes.

Product: Geotechnical Testing

TASK 7 – Signal Modification Plans (Optional)

Preparation of Signal Modification Plans may be required if Miami-Dade County, the signal maintaining agency, determines that such plans are necessary to detail the signal modification work at the following intersections:

- NW 102 Avenue and NW 41 Street
- NW 102 Avenue and NW 52 Street
- NW 102 Avenue and NW 58 Street
- NW 52 Street and NW 107 Avenue
- NW 52 Street and NW 97 Avenue

This requirement may be due to the need to detail the following:

- Replacement of vehicle loop assemblies due to milling and resurfacing
- Installation of bicycle loops
- Relocation or realignment of signal heads due to the shifting of travel lanes to accommodate the proposed bicycle lanes
- Need to install new conduit and pull boxes for the loop runs
- Need to install loop detectors in the controller assembly

In addition to the above, the Signal Modification Plans would show the layout of each intersection, existing mast arm locations, signal heads, pedestrian signal equipment, service points, as well as the signal head details, sign details, and signal operating plan. After construction of the required improvements, the plans prepared under this task would become the current Miami-Dade County's as-built record of these intersections.

The Signal Modification Plans, if required, will consist of the following:

- Key Sheet
- Tabulation of Signal Equipment
- Signalization General Notes and Details
- Signalization Plan Sheets
- Mast Arm Detail Sheet
- Mast Arm Tabulation

The Signal Modification Plans, if included in the construction plans package, will be submitted to the City of Doral, Miami-Dade County, and the Florida Department of Transportation for review.

Product: Signal Modification Plans

TASK 8 – Topographic Survey for Task 7 (Optional)

Under this task, a topographic survey will be prepared by Longitude Surveyors LLC to extend the limits of the topographic survey prepared under Task 5. The limits of the survey will be extended at the following intersections:

- NW 102 Avenue and NW 41 Street
- NW 102 Avenue and NW 58 Street
- NW 52 Street and NW 107 Avenue
- NW 52 Street and NW 97 Avenue

At each of these intersections, the topographic survey will include up to 200 feet along each leg of the intersection. These surveys will be used for the preparation of the Signal Modification Plans, if required.

Product: Topographic Survey

Agreement conditions and information that will be needed and supplied by your organization to DPA are as follows:

1. The plans will reference the latest edition of the FDOT Standard Specifications for Road and Bridge Construction.
2. All agency reviews and/or permit fees required for this project will be the responsibility of the City.
3. Landscape Architecture services, if required, can be provided as additional services.
4. As per the City, a scope of services and fees for construction phase services will be requested prior to the project going out to bid.

City of Doral Bicycle Lanes-scp-111513.doc

Attachment B - SCHEDULE OF FEES

**CITY OF DORAL
BICYCLE LANES AND MILLING & RESURFACING OF
NW 102 AVENUE AND NW 52 STREET
DESIGN PHASE SERVICES**

October 21, 2013
Revised November 4, 2013
Revised November 15, 2013

<u>TASK</u>	<u>STIPULATED SUM</u>
Task 1 – Roadway Plans	\$49,074
Task 2 – Signing & Pavement Marking Plans	\$17,993
Task 3 – Design / Permit Processing	\$11,968
Task 4 – Project Representation / Meetings	\$7,804
DPA Subtotal	\$86,839
Reimbursable Expenses (2.88%)	\$2,500
DPA Total	\$89,339
Task 5 – Topographic Survey (Longitude Surveyors)	\$27,500
Task 6 – Geotechnical Testing (PSI)	\$3,395
Total	\$120,234
Task 7 – Signal Modification Plans (Optional)	\$18,224
Task 8 – Topographic Survey for Task 7 (Optional)	\$ 4,400

LONGITUDE SURVEYORS, LLC

Certified Disadvantaged Business Enterprise (DBE) / Community Business Enterprise (CBE)

Monday, November 04, 2013

VIA EMAIL: Victor.Lee@plummer.com
DORAL NW102 AVE.DOCX

Victor Lee, PE, PLS
Vice President -Civil Engineering
DAVID PLUMMER & ASSOCIATES
Ponce de Leon Boulevard
Coral Gables, Florida 33134

In reference to: Surveying services for proposed Bike Lanes located within the City of Doral, FL

Dear Mr. Lee,

LONGITUDE SURVEYORS, LLC (LS) is grateful to submit the following proposal for your consideration.

A. Scope of Services:

LONGITUDE will perform a Topographic Survey that will include the following information;

1. Paved areas, edge of pavements, sidewalks, flow lines, back of curbs, medians, walls , trees, palms, hedges, walkways, entrances, signs, signal mast arms, catch basins, manholes, inlets, valves, valve boxes, guardrails, light poles, meters, electric boxes, security house, power poles, overhead lines, fire hydrants, utility pedestals, etc. all within the survey corridor.
2. Cross-section elevations will be taken at 100-foot intervals, including high/low points, crown of road, edges of pavement, sidewalk (front and back), and right-of-way/property line elevations. Where curb and gutter is present, edge of pavement, flow line and top of curb elevations, and the high point(s) and low point(s) along the curb and gutter (flow line) to determine the length and direction of flow of storm water runoff.
3. Inverts will be provided for all storm and sanitary structures within the limits of the survey with the following to be provided; grate elevations, pipe sizes, invert elevations and direction of flow; and structure bottom elevations.
4. The topographic survey will include the location and legend of all signs within the limits off the survey.
5. All existing elevations shall be based on N.G.V.D. 1929 datum.
6. The survey will be referenced to the Florida State Plane Coordinate System, based on the North American Datum of 1983/90.

B. Survey Limits:

Along NW 102 Avenue from the centerline of NW 41 Street to the centerline of NW 58 Street and along NW 52 Street from the centerline of NW 107 Avenue to the centerline of NW 97 Avenue, from R/W to R/W approximately 11,300 linear feet. Intersections at the end of the project limits are optional and are not a part of this proposal.

C. Deliverables:

Longitude will provide signed and sealed hardcopies and two (2) electronic copies (One in AutoCAD and One in PDF format) of the Topographic Survey.

D. Time of Completion:

Longitude has estimated 30 business days to complete this task.

E. Fee:

The total professional fee to complete this task shall be a lump sum of: \$27,500.00

I understand and agree by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____
(Authorized Signature)

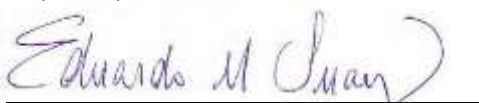
Date: _____

(Typed or printed name)

Title: _____

I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,



Eduardo M. Suarez, PSM/President

October 11, 2013

David Plummer & Associates
1750 Ponce de Leon Boulevard
Coral Gables, FL 33134

Attention: Mr. Victor Lee, P.E., P.L.S.

Re: Proposal for Geotechnical Engineering Services
City of Doral – Bike Lanes
N.W. 102nd Avenue from N.W. 41st Street to N.W. 58th Street
N.W. 52nd Street from N.W. 97th Avenue to N.W. 107th Avenue
Doral, Florida
PSI Proposal No. P0-397-107573

Dear Mr. Lee:

Based on our telephone conversation from today, **Professional Service Industries Inc., (PSI)**, is pleased to submit this proposal to perform a subsurface exploration program and geotechnical engineering evaluation for the above referenced project. Included herein is our understanding of the proposed development along with a scope of services, cost estimate and anticipated schedule to conduct a geotechnical engineering study.

As we understand, the project will involve the construction of dedicated bike lanes along two segments of roadway within the City of Doral, namely:

1. Segment 1 – N.W. 102nd Avenue from N.W. 41st Street to N.W. 58th Street.
2. Segment 2 – N.W. 52nd Street from N.W. 97th Avenue to N.W. 107th Avenue.

The construction of the bike lanes will predominantly utilize the existing roadway with some widening into the currently existing landscape areas. In order to compensate the loss of pervious area, drainage improvements consisting of additional exfiltration trench is anticipated.

As discussed with you, we propose to perform four percolation tests for this project, two at each segment. The tests will be performed in accordance with South Florida Water Management District (SFWMD) procedures at depths of 15 feet below grade. We will perform SPT borings within the percolation test borehole at no additional cost to you.

Underground utility clearance will be required prior to commencing the drilling of the borings. To accomplish this, PSI will contact “Sunshine One-Call” Service to obtain underground public utility clearance. We assume that any private underground utilities existing in the area of the proposed borings will be identified to us. PSI will not be responsible for any underground utilities that have not been cleared by others prior to our mobilization.

A geotechnical engineer will review the soil samples recovered from the borings and select samples will be tested for physical properties such as gradation, moisture content and organic content, if deemed necessary. Using the results of the field exploration and laboratory tests, we will prepare a report which will include the below listed information.

1. A plan of the site showing the location of the percolation tests.
2. Logs of the exploratory borings will be provided, which furnish the results of the SPT sampling.
3. Result of the percolation tests.

N.W. 102nd Avenue from N.W. 41st Street to N.W. 58th Street
N.W. 52nd Street from N.W. 97th Avenue to N.W. 107th Avenue
Doral, Florida | PSI Proposal No. P0-397-107573

Our study can begin one day after we receive authorization to proceed. We will start drilling after underground utilities have been located and identified, which normally takes two to four business days. The drilling work should be completed within one workday. The written report of the subsurface exploration and engineering evaluation will be available within five workdays following the field demobilization. We estimate that our study will be completed within three weeks from notice to proceed. We can adapt this schedule to meet the overall project goals, if required. Throughout the course of our work on the project, we will keep you routinely apprised of findings.

Based on our general knowledge of the subsurface conditions at the site and our understanding of your requirements, we propose to complete the subsurface exploration and geotechnical engineering evaluation described herein for a fee of **\$3,395.00**. A task breakdown is presented as **Attachment 1**. Our services will be provided in accordance with our General Conditions which are presented herein as **Attachment 2**.

PSI appreciates your consideration of our firm for this project. To formally authorize us, kindly indicate so by providing us with a signed agreement of our proposal.

Sincerely,
PROFESSIONAL SERVICE INDUSTRIES, INC.
Certificate of Authorization No. 3684



Dhuruva (Dru) Badri, P.E.
Department Manager

Attachment: Cost Breakdown
General Conditions

AUTHORIZED BY:		INVOICE TO:	
Signature		Firm	
Name		Name	
Title		Address	
Date			





ATTACHMENT 1 - COST BREAKDOWN

CITY OF DORAL - BIKE LANES

N.W. 102ND AVENUE FROM N.W. 41ST STREET TO N.W. 58TH STREET

N.W. 52ND STREET FROM N.W. 97TH AVENUE TO N.W. 107TH AVENUE

PSI PROPOSAL NO. 0397-107573

Friday, October 11, 2013

ITEM	UNIT	#	RATE	TOTAL
I. FIELD EXPLORATIONS				
Mobilization of Truck Mounted Equipment	each	1	\$ 350.00	\$ 350.00
Percolation Testing at 15'	each	4	\$ 350.00	\$ 1,400.00
Grouting Boreholes	feet	60	\$ 3.00	\$ 180.00
Total Field Explorations				\$ 1,930.00
II. LABORATORY TESTING				
200 Wash	each	2	\$ 30.00	\$ 60.00
Loss of Ignition Organic Content Tests	each	2	\$ 30.00	\$ 60.00
Moisture Content Tests	each	4	\$ 10.00	\$ 40.00
Total Laboratory Testing				\$ 160.00
III. ENGINEERING SERVICES				
Senior Engineer	hour	1	\$ 150.00	\$ 150.00
Project Engineer	hour	8	\$ 95.00	\$ 760.00
Senior Engineering Technician (Mark borings and clear utilities)	hour	4	\$ 50.00	\$ 200.00
CADD/Computer Technician	hour	3	\$ 50.00	\$ 150.00
Secretary	hour	1	\$ 45.00	\$ 45.00
Total Engineering Services				\$ 1,305.00
TOTAL PROJECT FEES				\$ 3,395.00

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, 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 thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity 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, costs 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 PSI'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. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. 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. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. 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 PSI 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 the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, 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, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney'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, safety 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 accordance 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 all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed 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. 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 its 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 rate 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 amounts 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.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.** 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.
- NO ACTION OR CLAIM, WHETHER IN TORT, 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. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
15. **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 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 DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **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.
17. **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.

LONGITUDE SURVEYORS, LLC

Certified Disadvantaged Business Enterprise (DBE) / Community Business Enterprise (CBE)

Monday, October 21, 2013

VIA EMAIL: Victor.Lee@plummer.com
INTERSECTIONS.DOCX

Victor Lee, PE, PLS
Vice President -Civil Engineering
DAVID PLUMMER & ASSOCIATES
Ponce de Leon Boulevard
Coral Gables, Florida 33134

In reference to: Surveying services for proposed Bike Lanes located within the City of Doral, FL

Dear Mr. Lee,

LONGITUDE SURVEYORS, LLC (LS) is grateful to submit the following proposal for your consideration.

A. Scope of Services:

LONGITUDE will perform a Topographic Survey that will include the following information;

1. Paved areas, edge of pavements, sidewalks, flow lines, back of curbs, medians, walls, trees, palms, hedges, walkways, entrances, signs, signal mast arms, catch basins, manholes, inlets, valves, valve boxes, guardrails, light poles, meters, electric boxes, security house, power poles, overhead lines, fire hydrants, utility pedestals, etc. all within the survey corridor.
2. Cross-section elevations will be taken at 100-foot intervals, including high/low points, crown of road, edges of pavement, sidewalk (front and back), and right-of-way/property line elevations. Where curb and gutter is present, edge of pavement, flow line and top of curb elevations, and the high point(s) and low point(s) along the curb and gutter (flow line) to determine the length and direction of flow of storm water runoff.
3. Inverts will be provided for all storm and sanitary structures within the limits of the survey with the following to be provided; grate elevations, pipe sizes, invert elevations and direction of flow; and structure bottom elevations.
4. The topographic survey will include the location and legend of all signs within the limits off the survey.
5. All existing elevations shall be based on N.G.V.D. 1929 datum.
6. The survey will be referenced to the Florida State Plane Coordinate System, based on the North American Datum of 1983/90.

B. Survey Limits:

The intersection of NW 107 Avenue and NW 52 Street 200 feet in each direction from the centerlines and the intersection of NW 58 Street and NW 102 Avenue 200 feet in each direction from the centerlines and the intersection of NW 97 Avenue and NW 52 Street 200 feet in each direction from the centerlines and NW 102 Avenue and NW 41 Street 200 feet in each direction from the centerlines, all being from R/W to R/W.

C. Deliverables:

Longitude will provide signed and sealed hardcopies and two (2) electronic copies (One in AutoCAD and One in PDF format) of the Topographic Survey.

D. Time of Completion:

Longitude has estimated six business days to complete this task.

E. Fee:

The total professional fee to complete this task shall be a lump sum of: \$4,400.00

I understand and agree by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____
(Authorized Signature)

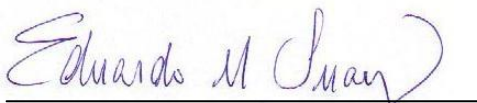
Date: _____

(Typed or printed name)

Title: _____

I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,



Eduardo M. Suarez, PSM/President