

WORK ORDER No. 1 FOR PROFESSIONAL SERVICES

TO: BCC Engineering, LLC
6401 SW 87 Avenue, Suite 200
Miami, Florida 33173
(305) 670-2350

DATE: September 12, 2024

The City of Doral authorizes the firm of BCC Engineering, LLC to provide professional services to design the stormwater improvements project for City of Doral, Year 1 of the Capital Improvement Plan. Where BCC Engineering, Inc. is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in March 2024 through Resolution 24-54. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between BCC Engineering, LLC and the City of Doral dated June 3, 2024, and the attached Proposal dated June 3, 2024, 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 BCC Engineering, LLC dated May 3, 2024, for the professional services to design the stormwater improvements project for City of Doral, Year 1 of the Capital Improvement Plan. The schedule requires the scope of work to be completed within twelve (12) months after Notice to Proceed is provided. All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a lump sum basis not to exceed the amount of \$235,689.62

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 June 3, 2024, 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.

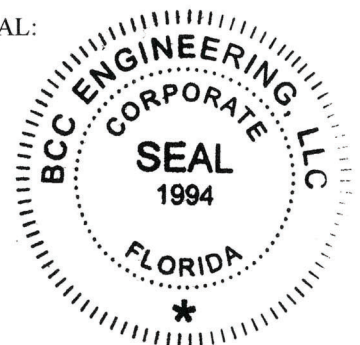
CONSULTANT: BCC Engineering, LLC

BY: [Signature]
NAME: VICTOR HELGADO
TITLE: SR. VICE PRESIDENT

WITNESSES:

1. [Signature]
2. [Signature]

SEAL:



OWNER: City of Doral

BY: [Signature]
NAME: Rey Valdes
TITLE: City Manager

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: Gastesi, Lopez and Mestre, PLLC
TITLE: City Attorney

Task 1 – Project Coordination and Data Collection

As part of this task, the BCC will attend up to 10 monthly progress meetings to provide general project coordination and work planning, assuming a 10-month project schedule. The status of all ongoing tasks and City reviews will be discussed during these meetings. It is assumed that these meetings will be via Teams or Zoom. An additional meeting will serve as a project kick-off meeting to collect readily available data from the City and obtain input from the City on the design process. This meeting will be in person.

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

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

Task 1.1 - Surveying

BCC will retain GPI, Inc. (GPI) to perform a topographic survey and collect pipe size and invert elevations of drainage and sanitary systems to support the design of the recommended Year 1 stormwater improvement projects. GPI's detailed scope of work is included in Exhibit B.

Task 1.2 - Utility Locates

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

Task 1.2 - Geotechnical Investigation

BCC will retain Intertek-PSI (PSI) to perform the required geotechnical information to support the design of the recommended Year 1 stormwater improvement projects. Pavement corings and percolation tests will be performed as part of this effort. PSI's detailed scope of work is included in Exhibit D.

Task 2 – Drainage Design Report

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

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

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

The refined ICPR4 model will then be used to evaluate and refine the design of the two stormwater improvement projects identified in the SWMP for the Year 1 CIP projects.

BCC will prepare preliminary design plans and opinion of probable construction cost for the two basins included in the City's Year 1 CIP. In addition, flood inundation maps for the critical duration of design storms will be developed for each alternative. BCC will attend a virtual meeting with the City to present the refined design for the two (2) projects.

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

Task 3 – 30% Design Documents

BCC will use the findings of the Drainage Design Report to develop the detailed design 30% plans and technical specifications for the two stormwater improvement projects included in the Year 2 CIP. The 30% design submittal will include the following plans:

- Cover Sheet
- General Notes and Legend Sheets
- Survey Control Plan Sheet
- Index of Plan Sheet
- Plan Sheets (includes Drainage Layout)

One set of plans will be developed for all two (2) projects. Design plans will be developed in 11"x17" format. One virtual meeting is planned with City staff to review the 30% submittal. Comments provided by staff will be incorporated in the final design plans.

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

Task 4 – 60% Design Documents

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

- Cover Sheet
- General Notes and Legend Sheets
- Pay Item Sheet
- Survey Control Plan Sheet
- Index of Plan Sheet
- Summary Drainage Structure Sheets
- Plan Sheets (Includes Roadway plan and profile sheets, drainage structures sheets)
- Detail Sheets (includes Miscellaneous Drainage details)
- Pollution Control Plan Sheets

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

As part of the 60% design, BCC will also prepare the technical specifications using the City's specifications, if available, or BCC's technical specifications library. FDOT technical specifications and details will also be referenced when applicable. BCC will revise those specifications to incorporate project-specific information.

Task 4 – 90% Design Documents

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

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

Task 5 – Permitting

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

- SFWMD Environmental Resources Permit (ERP)



- Miami-Dade County Department of Regulatory and Economic Resources (RER) Class II Permit

BCC will attend a pre-application meeting with each of these permitting agencies. BCC will use the information obtained and developed as part of Tasks 1 through 4 to prepare the permit application and obtain approval from the SFWMD and RER. Because the two project sites are not contiguous, separate ERP and Class II permits will be required. BCC understands that the City will pay for all applicable permit fees. BCC will review and address two (2) set of requests for additional information (RAI) from SFWMD and RER.

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

Task 6 – Final Design and Construction Cost Estimate

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

SCOPE OF WORK EXCLUSIONS

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

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



SCHEDULE

BCC will perform the work outlined in the scope of work in accordance with the schedule depicted in the table below. Tasks 1 through 5 and 7 will be completed within 10 months after receiving notice to proceed (NTP). The work associated with Task 6 will be completed in accordance with the permitting agencies' review and approval schedule, but it is anticipated to be completed in nine (9) months from NTP.

Schedule of Deliverables		
Task(s)	Project Activity Description	Months from NTP
1	Project Coordination & Data Collection – (includes field Assessment Report)	10 Months
1.1	Surveying	1 month
1.2	Utility Locates	4 months
1.3	Geotechnical Investigations	1 month
2	Drainage Design Report	3 Months
3	30% Design Documents	4 Months
4	60% Design Documents	6 Months
5	90% Design Documents	8 Months
6	Permitting	9 Months
7	Final Design and Construction Cost Estimate	10 Months



COMPENSATION

BCC will be compensated \$235,689.62 for performing the work detailed in the Scope of Work. The total project fee is on a lump sum basis for performing the required project work activities detailed in the Scope of Work. BCC will submit monthly invoices to the city for completed work on a percent complete basis. The table below outlines the estimated fee schedule of the required tasks in the Scope of Work. Exhibit E includes a detailed man-hour estimate for work outlined in the Scope of Work.

Summary of Compensation			
Task(s)	Project Activity Description	Fee	
1	Project Coordination & Data Collection – (includes field Assessment Report)	\$	16,525.40
1.1	Surveying	\$	54,999.30
1.2	Utility Locates	\$	27,228.60
1.3	Geotechnical Investigations	\$	6,441.92
2	Drainage Design Report	\$	23,181.20
3	30% Design Documents	\$	21,000.80
4	60% Design Documents	\$	39,575.70
5	90% Design Documents	\$	24,679.10
6	Permitting	\$	10,634.40
7	Development of Final Design Documents	\$	11,423.20
TOTAL		\$	235,689.62

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

Sincerely
BCC ENGINEERING, LLC.

Victor Herrera, PE
 Senior Vice President

- Attachment: Exhibit A – Project Location Maps
- Exhibit B – Hadonne Proposal
- Exhibit C – PDS Proposal
- Exhibit D – PSI Proposal
- Exhibit E – Fee Estimate



Exhibit A – Project Location Maps



NW 79TH AVE

NW 32ND ST

NW 78TH AVE



Total Length Of Roads = 2120 feet

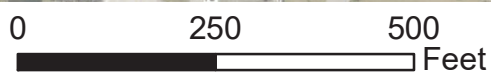
NW 77TH CT

NW 29TH ST

SR 826 EXPY

Legend

-  Basin D-1-1
-  Roads



SR 826 EXPY



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Total Length Of Road = 5222 feet

NW 79TH AVE

Legend

-  Basin H-79AVE-N
-  Roads

0 700 1,400 Feet

Source: Esri, Maxar, Earthstar Geographics.

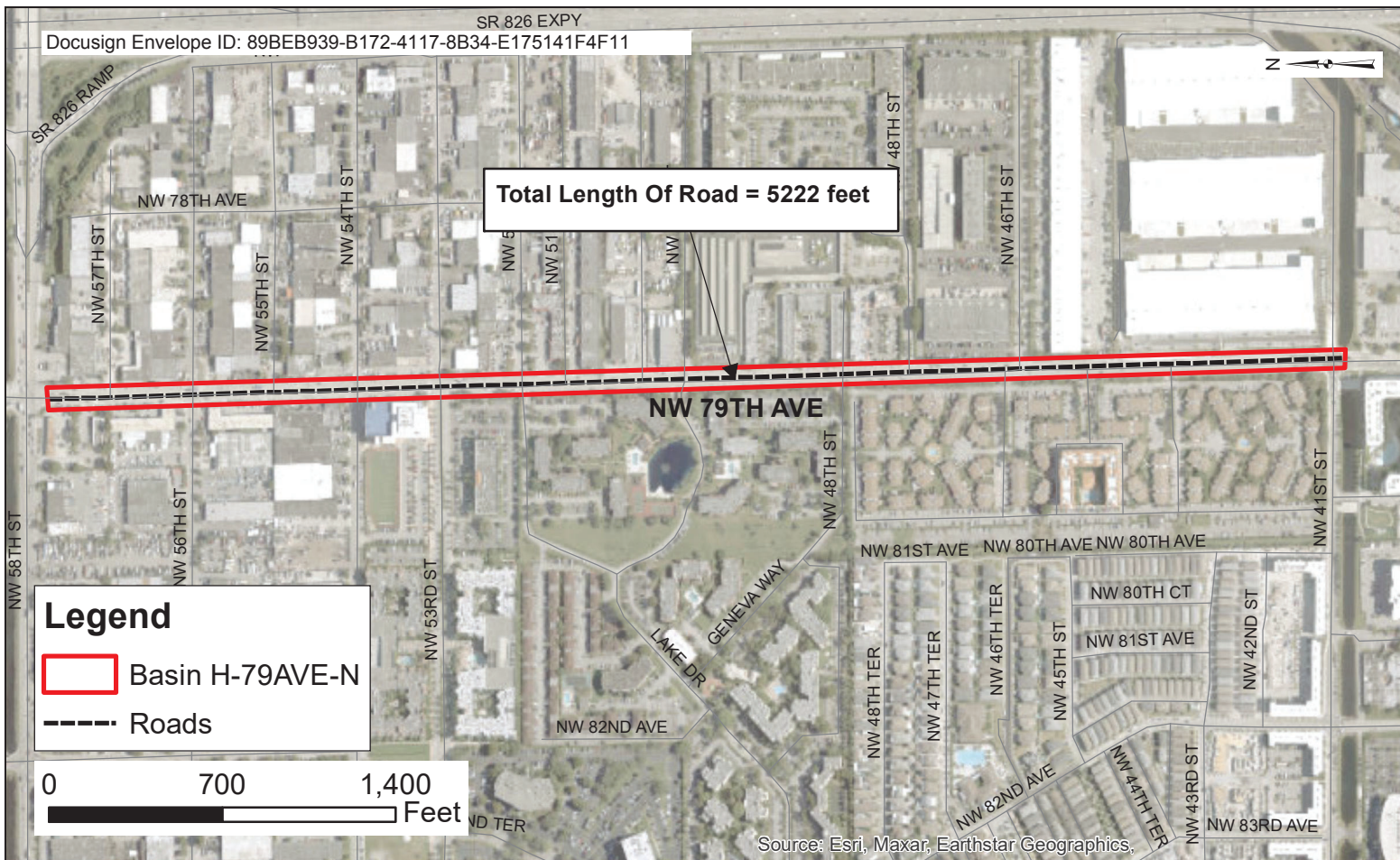




Exhibit B – HADONNE Proposal

**PROPOSAL / AGREEMENT**

Thursday, March 28, 2024

SENT VIA: vherrera@bcceng.com**SUBMITTED TO:**

Victor H. Herrera, PE

BCC Engineering

6401 SW 87th Avenue, Suite 200

Miami, FL 33173

IN REFERENCE TO:

Surveying and Mapping Services for the project known as "**Basins D-1-1 and H-79AVE-N**" located within the City of Doral, FL.

Dear Mr. Herrera:

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

SCOPE OF SERVICES:

- 1) Perform a Topographic Survey of the route as outlined on the attached Exhibit "A", take elevations shot at 50-foot intervals and collect pipes information of all accessible drainage structures only.
 - a) Set Horizontal Control, State Plane Coordinates (NAD83/2011) Florida East Zone, US Survey Feet.
 - b) Set Vertical Control, North American Vertical Datum of 1988 (NAVD 88), US Survey Feet.
 - c) Locate all Above ground physical improvements (roads & driveways (with material type asphalt or concrete), curbing, sidewalks, fences, gates, signs, etc.), Trees (minimum size at DBH), Buildings (finished floor elevations, if requested), Above ground utilities, (utility poles, water valves, etc.) and evidence of underground utilities (power drops, utility pedestals, transformers, etc.), Overhead utility lines (horizontal or horizontal and vertical), Underground drainage or sanitary (gravity only), drainage structures, cleanouts, manhole inverts, etc.)

DELIVERABLES:

HC WILL PROVIDE UP TO 3 SIGNED AND SEALED COPIES OF THE RESULTING MAP OF SURVEY IN ADDITION TO THE PDF, DWG (CIVIL3D), LANDXML FILES AND LIDAR CALIBRATED AND CLASSIFIED LAS FILES.

TIME OF COMPLETION:

We have estimated six calendar weeks to complete this task.

PROJECT AREA, LENGTH, SIZE AND LOCATION:

See attached (**Exhibit "A"**).

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

LABOR ESTIMATE:

Basin D-1-1:	QTY	TYP		Rate		Sub-Total
Survey Field Crew (Crew of 2)	6	Days	@	1,697.22	Per Day	10,183.32
Survey Technician	60	Hours	@	116.24	Per Hour	6,974.40
Surveyor and Mapper	12	Hours	@	165.92	Per Hour	1,991.04
Senior Surveyor and Mapper	4	Hours	@	196.88	Per Hour	787.52
Sub-Total:						<u>\$19,936.28</u>

Basin H-79AVE-N:	QTY	TYP		Rate		Sub-Total
Survey Field Crew (Crew of 2)	11	Days	@	1,697.22	Per Day	18,669.42
Survey Technician	100	Hours	@	116.24	Per Hour	11,624.00
Surveyor and Mapper	24	Hours	@	165.92	Per Hour	3,982.08
Senior Surveyor and Mapper	4	Hours	@	196.88	Per Hour	787.52
Sub-Total:						<u>\$35,063.02</u>

TERMS AND CONDITIONS

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 2020, which are set forth in the "Estimate Fee" 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 any and all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require a 24 hour, prior written notice before field work can be performed. This notice should be sent via 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 remain 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 into 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 actually pays to HADONNE CORP. 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.

EXHIBIT "A" (Basin D-1-1)

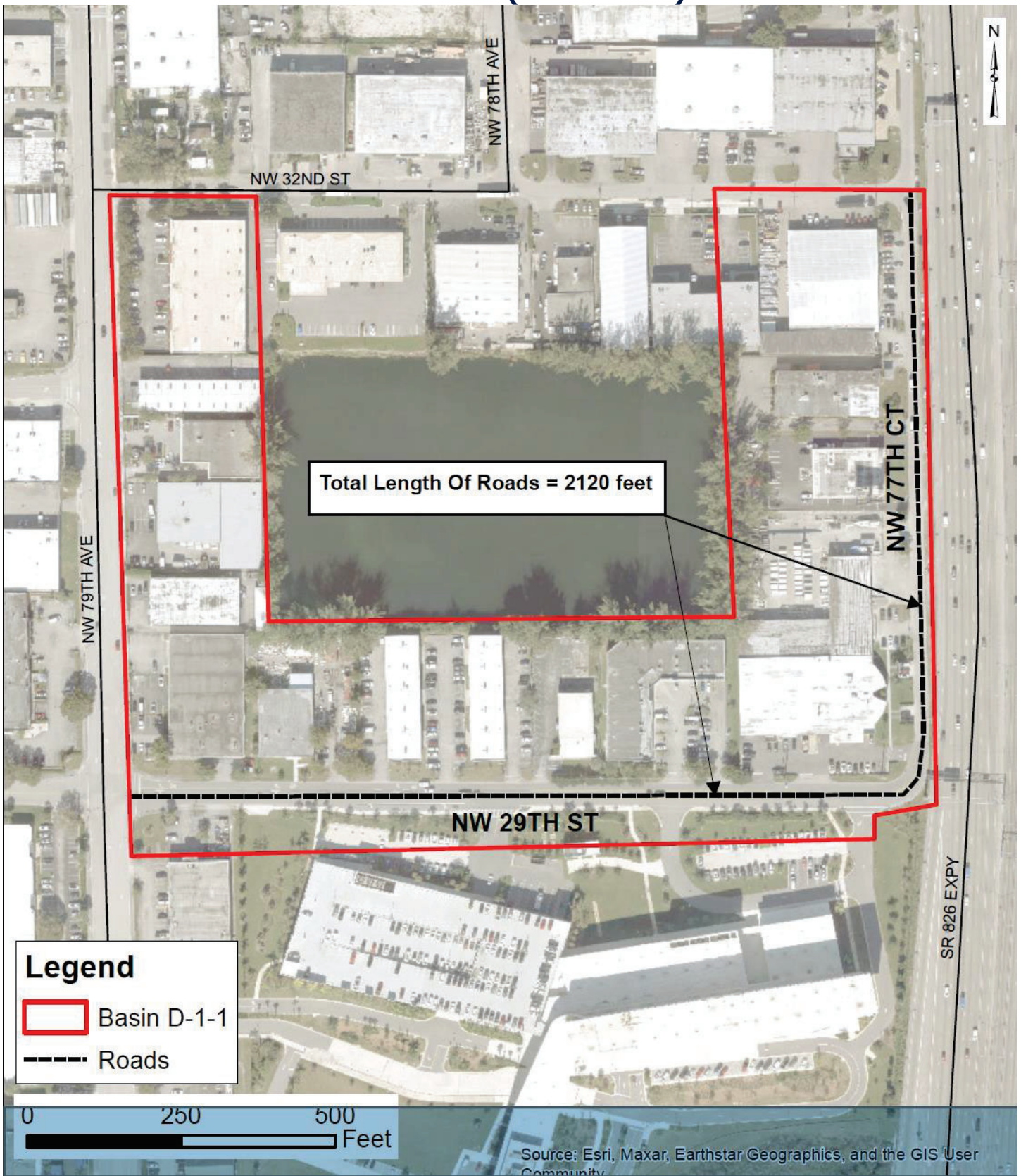
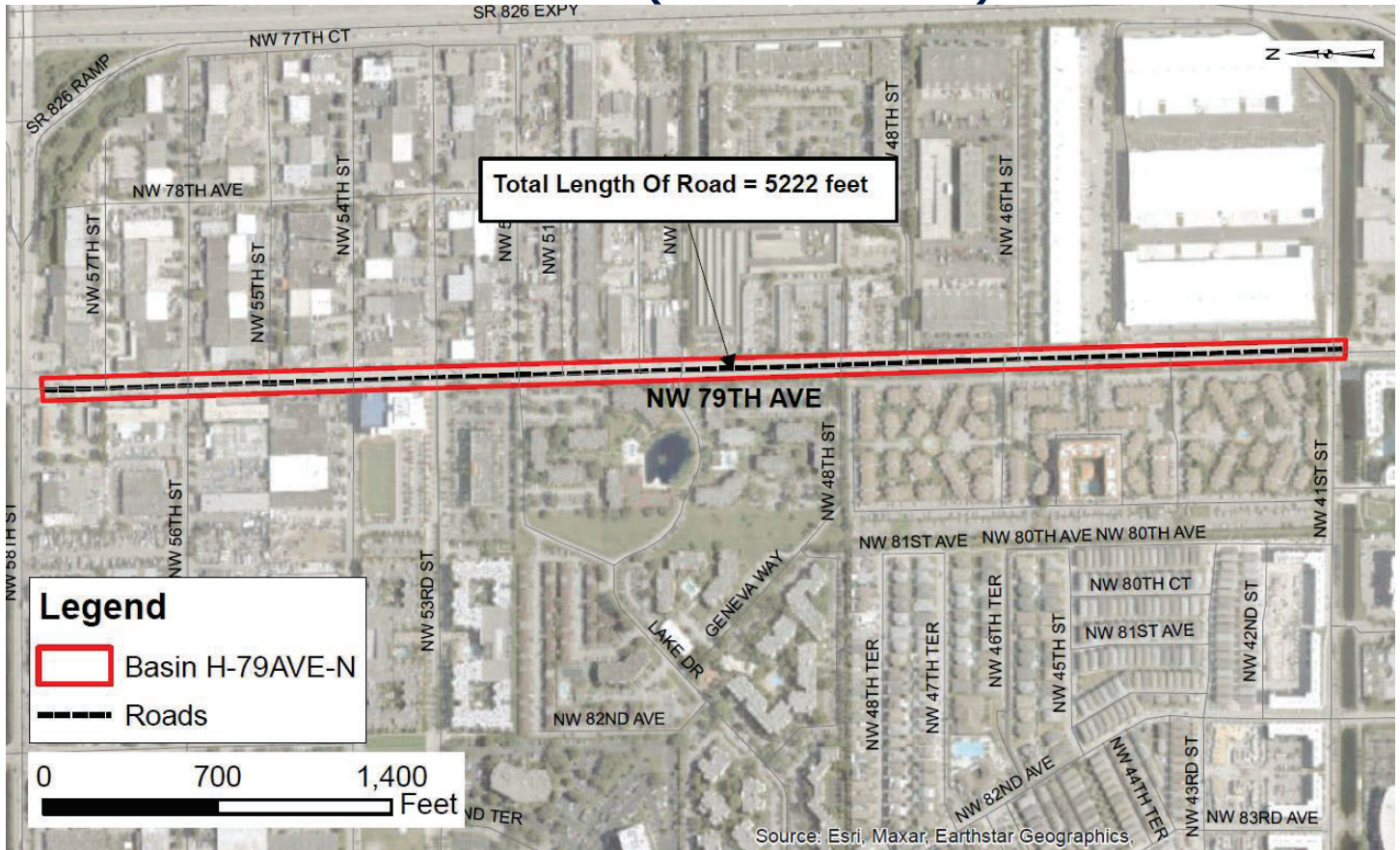


EXHIBIT "A" (Basin H-79AVE-N)



City of Doral Year 1 Capital Improvement Plan Stormwater Improvement Project Design
May 03, 2024



Exhibit C – PDS Proposal

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332



February 8, 2024

Mr. Alex Vazquez, PE, CFM

Director of Water Resources

BCC Engineering

6401 SW 87th Avenue, Suite 200

Miami, Florida 33173

avazquez@bcceng.com

Submitted Via email.

REF: **Professional Underground Utility Investigation Services Utilities for Basin D-1-1 Basin H-79AVE-N. City of Doral, Miami Dade County, Florida**
PDS Project No. 20110001.24

Dear Mr. Vazquez:

Premiere Design Solutions, Inc. (PDS) is pleased to submit this proposal to BCC Engineering (Client) to provide professional underground utility investigation support services for **Sub-basin D-1-1 and Sub basin H-79AVE-N** in the City of Doral, Miami-Dade County. The project site and boundaries are generally described by the exhibits below and include the areas enclosed in red in the figures 1 and 2.

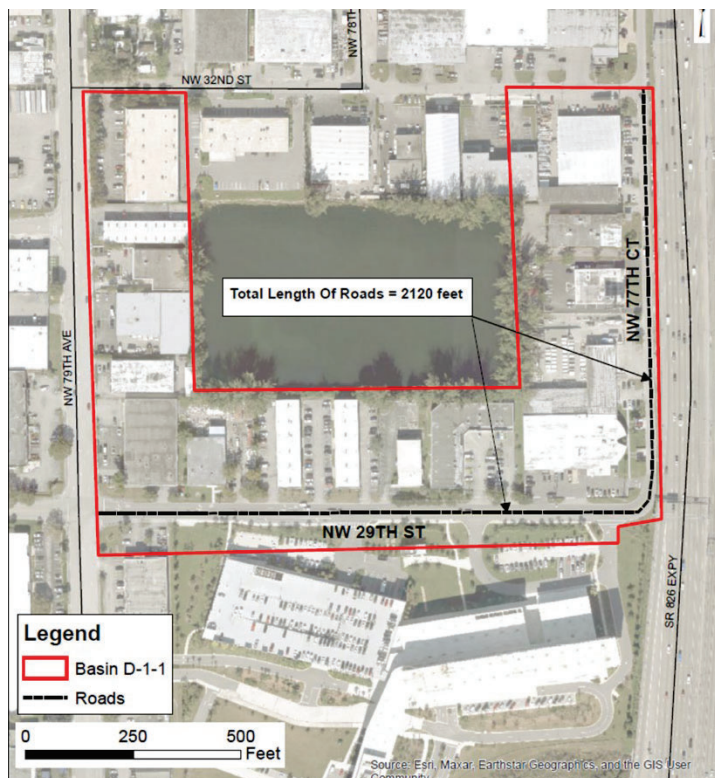


Figure 1. Project Area Basin D-1-1.



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332

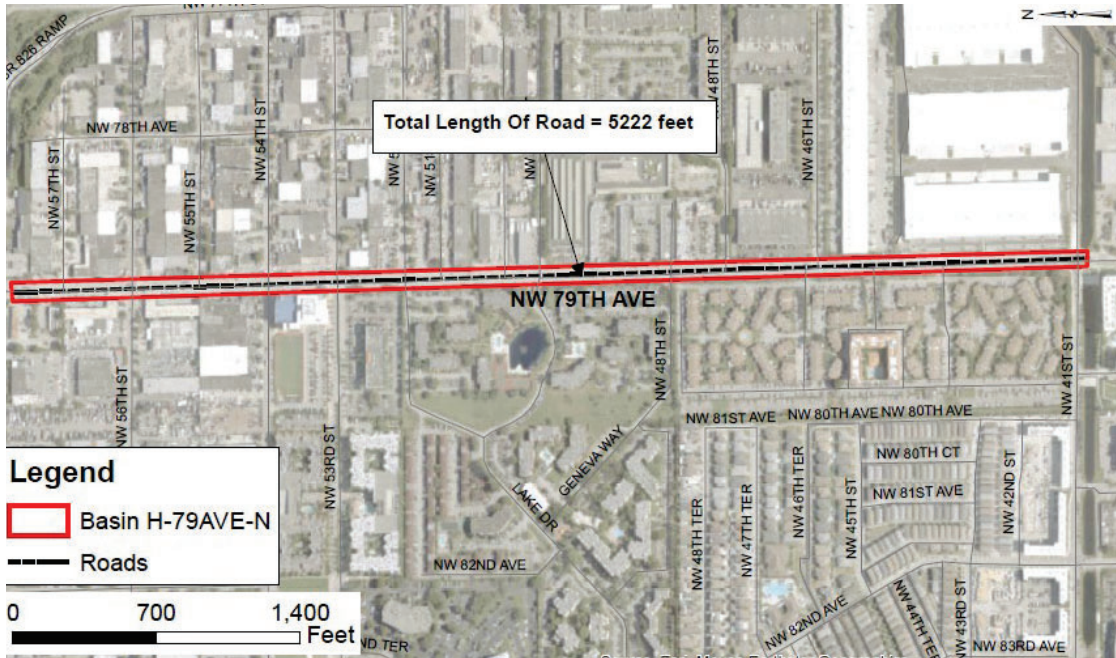


Figure 2 Project Area H-79AVE-N

At the request of our Client, this project shall not include Surveying services. The engineering services will be limited to the Underground Utility Investigation of the areas highlighted in red in the images above. Our project area includes only the public roads within the red marked polygons shown in the images above. The approximate total length of roadways to be investigated for underground utilities is 7,342 LF, with an average right-of-way (ROW) width of 60'. Below, we present tables for each basin to be analyzed, detailing the roads within the scope of services.

BASIN D-1-1.

Utilities Along	Between	Length (ft)	Notes
NW 77 th Ct	NW 32 nd St NW 29 th St.	970	Not including NW 32nd ST Intersection
NW 29 th St.	NW 77 th Ct NW 79 th Ave	1152	Not including NW 79 ^h Ave Intersection

BASIN H-79AVE-N.

Utilities Along	Between	Length (ft)	Notes
NW 79 th Ave.	NW 41 st St NW 58 th St.	5222	Not including NW 58 th ST Intersection



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332

This proposal encompasses up to fifteen (15) test holes at specific locations requested by the design engineer, utilizing soft dig methods to expose utilities and minimize the potential for damage. The test holes, typically measuring 1' by 1', will be backfilled using removed material if suitable, with areas restored as closely as possible to their original condition.

Impervious soft dig locations will be finished with compacted cold mix asphalt, while an identifiable above-ground marker will be installed at each test hole location. Field markers, such as a nail and disk in asphalt or an iron rod and cap with a survey stake in grassed areas, will identify the test hole number and utility.

A test hole summary report will be generated, providing coordinates, depth of cover, type, size, and material (if applicable) measured with survey-grade equipment and accuracy. Deliverables will include reports in PDF format and an AutoCAD file with mapped locations and elevations of the test holes and utilities found in demarcation.

It is assumed that all soft digs will be released for work simultaneously, and although no MOT permit is required, basic MOT will be provided. The owner is expected to provide as-builts of utilities targeted before execution of the work.

Please note that the minimum number of test holes to be completed per mobilization is four (4). Designation and soft dig activities may be inhibited by groundwater, and GPR scanning results may not be reliable underwater. Electromagnetic induction works on metallic utilities or utilities with tracer wire, but non-metallic utilities under the water table may be challenging to locate.

Soft dig exploratory excavations, performed with a vacuum truck, may encounter difficulties beyond the groundwater level, making it challenging to visually verify the size and material of utilities found under the disturbed groundwater inside the excavation pit. Test holes will be considered complete once they become unfeasible under the water table and billed accordingly.

PROPOSED COST OF SERVICES

Our proposed fee for this project is as follows:

Professional Engineering Services - (Paid on a Lump Sum basis)

<i>Task 1.</i>	<i>\$13,210.60</i>
<i>Task 2.</i>	<i>\$7,268.00</i>
<i>Lump sum Total</i>	<i>\$20,478.00</i>
Reimbursables	
<i>Premiere Design Solutions, Inc.</i>	<i>\$ 6,750.00</i>
<i>Total including reimbursables</i>	<i>\$27,228.60</i>



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332

The reimbursable expenses are estimated to be **\$6,750.00**. The grand total lump sum for this proposal including reimbursable expenses is **\$27,228.60**

SCHEDULE

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

ACTIVITY	DATE REQUIRED OR ESTIMATED TIME PERIOD
Task 2 - Utility Investigation	12 Weeks
Task 3 - Subsurface Utility Engineering (Soft Digs)	5 Weeks

We value the opportunity to provide our professional services on this exciting project. If you have any questions, please call us at (954)-237-7850.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.

Luis J. Jurado, P.E.
President

Exclusions

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



Exhibit D – PSI Proposal



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

February 13, 2024

BCC Engineering

6401 SW 87th Avenue, Suite 200
Miami, Florida 33173

Attn: Mr. Alex Vazquez, PE, CFM
avazquez@bcceng.com
(786) 412-2658

Re: Proposal for Percolation Testing and Pavement Coring Services
Doral Year 2 - Basin D-1-1 And Basin H-79Ave-N
NW 79th Ave, NW 29th St and NW 77th Ct
Doral, Florida
PSI Proposal No. 0397-022623

Dear Mr. Vazquez :

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit a proposal to conduct Sic pavement cores and six south Florida Water Management District (**SFWMD**) soil percolation tests (three for Basin D-1-1 and three for Basin H79Ave-N) for the Doral Year 2 project in Doral Miami, Florida. The percolation tests will be performed to a depth of 15 feet below existing ground surface as required in Miami-Dade County.

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

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

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum total fee will be **\$6,441.92** as shown in our fee breakdown below. The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and BCC Engineering obtaining and providing permission for PSI to enter and access the site.



FEE BREAKDOWN							
Doral Year 2 Basin D-1-1 and Basin H-79Ave-N							
Doral, Florida							
MIAMI-DADE COUNTY, FLORIDA							
ITEM	ITEM	MULTIPLIER	CAPPED HOURLY RATE	UNIT	# unit	UNIT RATE	TOTAL
I. FIELD EXPLORATION							
1.A	Mobilization of Track-Mounted Drill Rig	N/A	N/A	Each	1	\$ 401.27	\$ 401.27
4.H	Pavement Cores	N/A	N/A	Each	6	\$ 68.79	\$ 412.74
1.A	SFWMD Percolation test	N/A	N/A	Each	6	\$ 552.96	\$ 3,317.76
1.I	Closing Holes with Grout/Approved Method(s) to Safeproof Site	N/A	N/A	Per Foot	90	\$ 9.17	\$ 825.30
FIELD EXPLORATION TOTAL							\$ 4,957.07
III. ENGINEERING SERVICES							
23.A	Senior Technical Engineer Scientist	2.85	75.00	Per Hour	1	N/A	\$ 213.75
23.B	Senior Project Manager/Registered technical Staff	2.85	65.00	Per Hour	4	N/A	\$ 741.00
23.C	Non Registered Technical Staff	2.85	53.00	Per Hour	2	N/A	\$ 302.10
23.D	Support Staff/Field Staff	2.85	40.00	Per Hour	2	N/A	\$ 228.00
ENGINEERING SERVICES TOTAL							\$ 1,484.85
TOTAL FIELD EXPLORATION, LABORATORY TESTING, AND ENGINEERING SERVICES							\$ 6,441.92
Notes:							
Unit rates in accordance with Miami-Dade County Public Works Contract No. E20-WASD-02							


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

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

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

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Lucrèce E. Regisme
Staff Engineer – Geotechnical Services
lucrece.regisme@intertek.com



Jose N. Gómez, PE, MSc, BC.GE
Chief Engineer – Geotechnical Services
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions
Project Data Sheet
General Conditions

LER/JNG/ler



Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much?	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		



GENERAL CONDITIONS - FLORIDA

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. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by 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. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of 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.

GENERAL CONDITIONS - FLORIDA

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

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

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

NO ACTION OR CLAIM, WHETHER 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. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

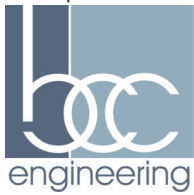


Exhibit E – Fee Estimate



EXHIBIT E
CITY OF DORAL
YEAR 1 CAPITAL IMPROVEMENT PLAN STORMWATER IMPROVEMENT PROJECT DESIGN
WORK ORDER 01
FEE ESTIMATE

WORK ACTIVITY	BCC Staff by Category					TOTAL HOURS	TOTAL FEE	Comments/Assumptions
	Project Manager	Senior Project Engineer	Project Engineer	GIS Tech	CADD Technician			
HOURLY RATE	\$257.80	\$238.40	\$199.85	\$138.44	\$125.15			
Task 1 – Project Coordination and Data Collection	14	24	36	0	0	74	\$16,525.40	
Kick-off meeting	4	4				8	\$1,984.80	In person - 2 eng, 2 hours
Monthly progress meetings	10	4	10			24	\$6,530.10	10 meetings - virtual meeting and meeting minutes
Field site visit		6	6			12	\$2,629.50	1 day, 2 eng
Prepare field report	2	6	6			8	\$1,675.90	
Collect data from City, FDOT and Miami-Dade County	2	4	4			6	\$1,276.20	
Develop data catalog		2	4			6	\$1,276.20	
Coordinate with sub-consultants		4	6			10	\$2,152.70	
Task 1.1 - Surveying	0	0	0	0	0	0	\$54,999.30	
Task 1.2 - Utility Locates	0	0	0	0	0	0	\$27,228.60	See Exhibit B for Hadonne proposal
Task 1.3 - Geotechnical Investigation	0	0	0	0	0	0	\$6,441.92	See Exhibit C for PDS proposal
Task 2 – Drainage Design Report	8	24	50	30	10	122	\$23,181.20	See Exhibit D for PSI proposal
Refine future conditions (CPR4 models)	2	4	8	8		22	\$4,175.52	For entire City
Perform design storm simulations and develop flood maps		2	4	2		8	\$1,553.08	2 critical design storms
Refine stormwater improvement project design	2	4	8	4		18	\$3,621.76	2 sites
Develop conceptual design schematic		2	4		10	16	\$2,527.70	2 sites
Prepare opinion of probable construction cost		2	8			10	\$2,075.60	2 sites
Prepare draft Drainage Design Report	2	4	8	8		22	\$4,175.52	Electronic submittal
Prepare final Drainage Design Report	2	6	10	8		26	\$5,052.02	Electronic submittal
Task 3 – 30% Design Documents	10	24	36	0	44	114	\$21,000.80	
Prepare 30% design plan	10	20	28		44	102	\$18,448.40	
Prepare 30% opinion of probable construction Cost		4	8			12	\$2,552.40	
Task 4 – 60% Design Documents	12	28	74	0	120	234	\$39,575.70	
Prepare 60% design plan	8	20	60		120	208	\$33,839.40	
Prepare 60% technical specifications	2	4	8			14	\$3,068.00	
Prepare 60% opinion of probable construction Cost	2	4	6			12	\$2,668.30	
Task 5 – 90% Design Documents	10	26	42	0	60	138	\$24,679.10	
Prepare 90% design plan	6	16	32		60	114	\$19,265.40	
Prepare 90% technical specifications	2	6	6			14	\$3,145.10	
Prepare 90% opinion of probable construction Cost	2	4	4			10	\$2,268.60	
Task 6 – Permitting	6	16	24	0	0	46	\$10,634.40	
Attend pre-application meeting with SFWMD		4	4			8	\$1,753.00	Virtual meeting and meeting minutes
Attend pre-application meeting with RER		4	4			8	\$1,791.80	Virtual meeting and meeting minutes
Prepare SFWMD ERP permit application	2	2	4			8	\$1,791.80	2 permits
Prepare RER Class II permit application	2	2	4			8	\$1,791.80	2 permits
Address RAIs	2	6	8			16	\$3,544.80	Assume 2 RAIs-one per permit
Task 6 – Final Design and Bid Documents	8	12	20	0	20	60	\$11,423.20	
Prepare final design plans	4	8	16		20	48	\$8,639.00	Virtual meeting and meeting minutes
Prepare final technical specifications	2	2	2			6	\$1,392.10	Virtual meeting and meeting minutes
Prepare final opinion of probable construction Cost	2	2	2			6	\$1,392.10	
Total Hours	68	156	282	30	254	790	\$235,689.62	
Total Fee	\$17,530.40	\$37,190.40	\$56,357.70	\$4,153.20	\$31,788.10			



May 03, 2024

Darlin Perez, PE
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

**Reference: WORK ORDER 01 – RFQ (2023-08)
CITY OF DORAL YEAR 1 CAPITAL IMPROVEMENT PLAN STORMWATER IMPROVEMENT PROJECT DESIGN.**

Via Email

Ms. Perez:

Thank you for the opportunity to present this Work Order (WO) proposal for Professional Engineering Services associated with designing and permitting phases for the stormwater improvement project included in the Year 1 Capital Improvement Plan included in the current Stormwater Master Plan. This Service Order will be an integral part of the Continuing Professional Engineering Services Agreement (RFQ No. 2023-08) between the City of Doral (City) and BCC Engineering, LLC (BCC). This Service Order defines the description of the project, scope of work, schedule, compensation, and scope of work exclusions for this project's professional engineering services.

PROJECT DESCRIPTION

As part of the City's Stormwater Management Master Plan (SWMP) completed in March 2021, a five-year CIP was developed to address the top 20 high-priority problem basins and identify cost-effective stormwater improvement projects to improve the flood protection level of service for these basins. Year 1 of the stormwater CIP identified two projects to address two high-priority basins. The basins and approximate roadway length are as follows:

- Basin D-1-1 (approximately 2,120 Linear Feet of roadway)
- Basin H-79AVE-N (approximately 5,222 Linear Feet of roadway)

Exhibit A includes the maps and limits of these basins and roadways.

SCOPE OF WORK

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

- Task 1: Project Coordination and Data Collection
 - Task 1.1 – Surveying
 - Task 1.2 – Utility Locates
 - Task 1.2 - Geotechnical Investigation
- Task 2 – Drainage Design Report
- Task 3 – 30% Design Documents
- Task 4 – 60% Design Documents
- Task 5 – 90% Design Documents
- Task 6 – Permitting
- Task 7 – Final Design and Construction Cost Estimate

Task 1 – Project Coordination and Data Collection

As part of this task, the BCC will attend up to 10 monthly progress meetings to provide general project coordination and work planning, assuming a 10-month project schedule. The status of all ongoing tasks and City reviews will be discussed during these meetings. It is assumed that these meetings will be via Teams or Zoom. An additional meeting will serve as a project kick-off meeting to collect readily available data from the City and obtain input from the City on the design process. This meeting will be in person.

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

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

Task 1.1 - Surveying

BCC will retain GPI, Inc. (GPI) to perform a topographic survey and collect pipe size and invert elevations of drainage and sanitary systems to support the design of the recommended Year 1 stormwater improvement projects. GPI's detailed scope of work is included in Exhibit B.

Task 1.2 - Utility Locates

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

Task 1.2 - Geotechnical Investigation

BCC will retain Intertek-PSI (PSI) to perform the required geotechnical information to support the design of the recommended Year 1 stormwater improvement projects. Pavement corings and percolation tests will be performed as part of this effort. PSI's detailed scope of work is included in Exhibit D.

Task 2 – Drainage Design Report

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

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

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

The refined ICPR4 model will then be used to evaluate and refine the design of the two stormwater improvement projects identified in the SWMP for the Year 1 CIP projects.

BCC will prepare preliminary design plans and opinion of probable construction cost for the two basins included in the City's Year 1 CIP. In addition, flood inundation maps for the critical duration of design storms will be developed for each alternative. BCC will attend a virtual meeting with the City to present the refined design for the two (2) projects.

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

Task 3 – 30% Design Documents

BCC will use the findings of the Drainage Design Report to develop the detailed design 30% plans and technical specifications for the two stormwater improvement projects included in the Year 2 CIP. The 30% design submittal will include the following plans:

- Cover Sheet
- General Notes and Legend Sheets
- Survey Control Plan Sheet
- Index of Plan Sheet
- Plan Sheets (includes Drainage Layout)

One set of plans will be developed for all two (2) projects. Design plans will be developed in 11"x17" format. One virtual meeting is planned with City staff to review the 30% submittal. Comments provided by staff will be incorporated in the final design plans.

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

Task 4 – 60% Design Documents

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

- Cover Sheet
- General Notes and Legend Sheets
- Pay Item Sheet
- Survey Control Plan Sheet
- Index of Plan Sheet
- Summary Drainage Structure Sheets
- Plan Sheets (Includes Roadway plan and profile sheets, drainage structures sheets)
- Detail Sheets (includes Miscellaneous Drainage details)
- Pollution Control Plan Sheets

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

As part of the 60% design, BCC will also prepare the technical specifications using the City's specifications, if available, or BCC's technical specifications library. FDOT technical specifications and details will also be referenced when applicable. BCC will revise those specifications to incorporate project-specific information.

Task 4 – 90% Design Documents

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

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

Task 5 – Permitting

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

- SFWMD Environmental Resources Permit (ERP)



- Miami-Dade County Department of Regulatory and Economic Resources (RER) Class II Permit

BCC will attend a pre-application meeting with each of these permitting agencies. BCC will use the information obtained and developed as part of Tasks 1 through 4 to prepare the permit application and obtain approval from the SFWMD and RER. Because the two project sites are not contiguous, separate ERP and Class II permits will be required. BCC understands that the City will pay for all applicable permit fees. BCC will review and address two (2) set of requests for additional information (RAI) from SFWMD and RER.

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

Task 6 – Final Design and Construction Cost Estimate

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

SCOPE OF WORK EXCLUSIONS

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

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



SCHEDULE

BCC will perform the work outlined in the scope of work in accordance with the schedule depicted in the table below. Tasks 1 through 5 and 7 will be completed within 10 months after receiving notice to proceed (NTP). The work associated with Task 6 will be completed in accordance with the permitting agencies' review and approval schedule, but it is anticipated to be completed in nine (9) months from NTP.

Schedule of Deliverables		
Task(s)	Project Activity Description	Months from NTP
1	Project Coordination & Data Collection – (includes field Assessment Report)	10 Months
1.1	Surveying	1 month
1.2	Utility Locates	4 months
1.3	Geotechnical Investigations	1 month
2	Drainage Design Report	3 Months
3	30% Design Documents	4 Months
4	60% Design Documents	6 Months
5	90% Design Documents	8 Months
6	Permitting	9 Months
7	Final Design and Construction Cost Estimate	10 Months



COMPENSATION

BCC will be compensated \$235,689.62 for performing the work detailed in the Scope of Work. The total project fee is on a lump sum basis for performing the required project work activities detailed in the Scope of Work. BCC will submit monthly invoices to the city for completed work on a percent complete basis. The table below outlines the estimated fee schedule of the required tasks in the Scope of Work. Exhibit E includes a detailed man-hour estimate for work outlined in the Scope of Work.

Summary of Compensation			
Task(s)	Project Activity Description	Fee	
1	Project Coordination & Data Collection – (includes field Assessment Report)	\$	16,525.40
1.1	Surveying	\$	54,999.30
1.2	Utility Locates	\$	27,228.60
1.3	Geotechnical Investigations	\$	6,441.92
2	Drainage Design Report	\$	23,181.20
3	30% Design Documents	\$	21,000.80
4	60% Design Documents	\$	39,575.70
5	90% Design Documents	\$	24,679.10
6	Permitting	\$	10,634.40
7	Development of Final Design Documents	\$	11,423.20
TOTAL		\$	235,689.62

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

Sincerely
BCC ENGINEERING, LLC.

Victor Herrera, PE
 Senior Vice President

- Attachment: Exhibit A – Project Location Maps
- Exhibit B – Hadonne Proposal
- Exhibit C – PDS Proposal
- Exhibit D – PSI Proposal
- Exhibit E – Fee Estimate



Exhibit A – Project Location Maps



NW 79TH AVE

NW 32ND ST

NW 78TH AVE



Total Length Of Roads = 2120 feet

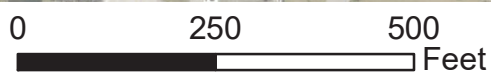
NW 77TH CT

NW 29TH ST

SR 826 EXPY

Legend

-  Basin D-1-1
-  Roads



SR 826 EXPY



DocuSign Envelope ID: 89BEB939-B172-4117-8B34-E175141F4F11



Total Length Of Road = 5222 feet

NW 79TH AVE

Legend

-  Basin H-79AVE-N
-  Roads

0 700 1,400 Feet

Source: Esri, Maxar, Earthstar Geographics.

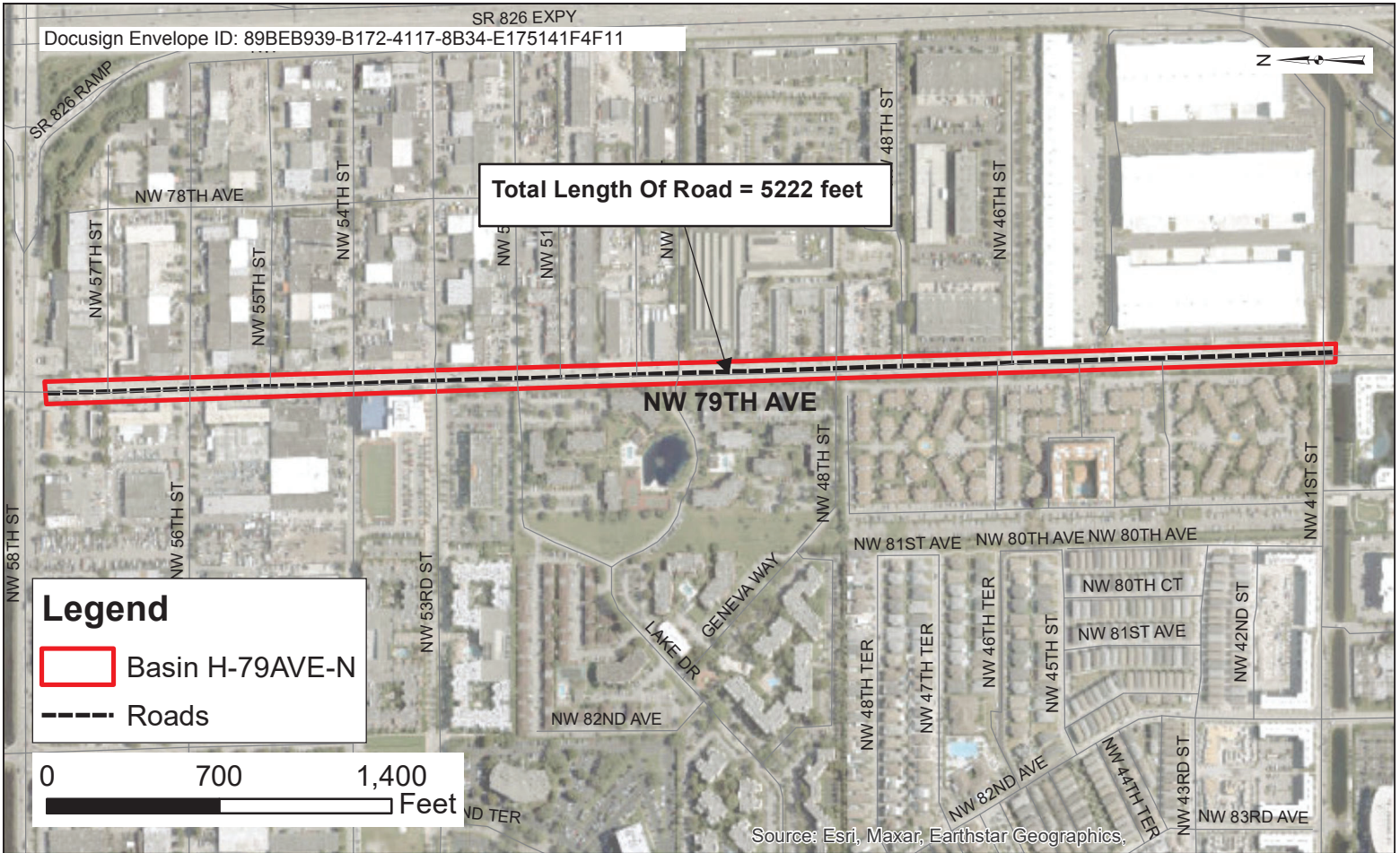




Exhibit B – HADONNE Proposal

**PROPOSAL / AGREEMENT**

Thursday, March 28, 2024

SENT VIA: vherrera@bcceng.com**SUBMITTED TO:**

Victor H. Herrera, PE

BCC Engineering

6401 SW 87th Avenue, Suite 200

Miami, FL 33173

IN REFERENCE TO:

Surveying and Mapping Services for the project known as "**Basins D-1-1 and H-79AVE-N**" located within the City of Doral, FL.

Dear Mr. Herrera:

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

SCOPE OF SERVICES:

- 1) Perform a Topographic Survey of the route as outlined on the attached Exhibit "A", take elevations shot at 50-foot intervals and collect pipes information of all accessible drainage structures only.
 - a) Set Horizontal Control, State Plane Coordinates (NAD83/2011) Florida East Zone, US Survey Feet.
 - b) Set Vertical Control, North American Vertical Datum of 1988 (NAVD 88), US Survey Feet.
 - c) Locate all Above ground physical improvements (roads & driveways (with material type asphalt or concrete), curbing, sidewalks, fences, gates, signs, etc.), Trees (minimum size at DBH), Buildings (finished floor elevations, if requested), Above ground utilities, (utility poles, water valves, etc.) and evidence of underground utilities (power drops, utility pedestals, transformers, etc.), Overhead utility lines (horizontal or horizontal and vertical), Underground drainage or sanitary (gravity only), drainage structures, cleanouts, manhole inverts, etc.)

DELIVERABLES:

HC WILL PROVIDE UP TO 3 SIGNED AND SEALED COPIES OF THE RESULTING MAP OF SURVEY IN ADDITION TO THE PDF, DWG (CIVIL3D), LANDXML FILES AND LIDAR CALIBRATED AND CLASSIFIED LAS FILES.

TIME OF COMPLETION:

We have estimated six calendar weeks to complete this task.

PROJECT AREA, LENGTH, SIZE AND LOCATION:

See attached (**Exhibit "A"**).

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

LABOR ESTIMATE:

Basin D-1-1:	QTY	TYP		Rate		Sub-Total
Survey Field Crew (Crew of 2)	6	Days	@	1,697.22	Per Day	10,183.32
Survey Technician	60	Hours	@	116.24	Per Hour	6,974.40
Surveyor and Mapper	12	Hours	@	165.92	Per Hour	1,991.04
Senior Surveyor and Mapper	4	Hours	@	196.88	Per Hour	787.52
Sub-Total:						<u>\$19,936.28</u>

Basin H-79AVE-N:	QTY	TYP		Rate		Sub-Total
Survey Field Crew (Crew of 2)	11	Days	@	1,697.22	Per Day	18,669.42
Survey Technician	100	Hours	@	116.24	Per Hour	11,624.00
Surveyor and Mapper	24	Hours	@	165.92	Per Hour	3,982.08
Senior Surveyor and Mapper	4	Hours	@	196.88	Per Hour	787.52
Sub-Total:						<u>\$35,063.02</u>

TERMS AND CONDITIONS

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 2020, which are set forth in the "Estimate Fee" 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 any and all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require a 24 hour, prior written notice before field work can be performed. This notice should be sent via 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 remain 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 into 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 actually pays to HADONNE CORP. 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.

EXHIBIT "A" (Basin D-1-1)

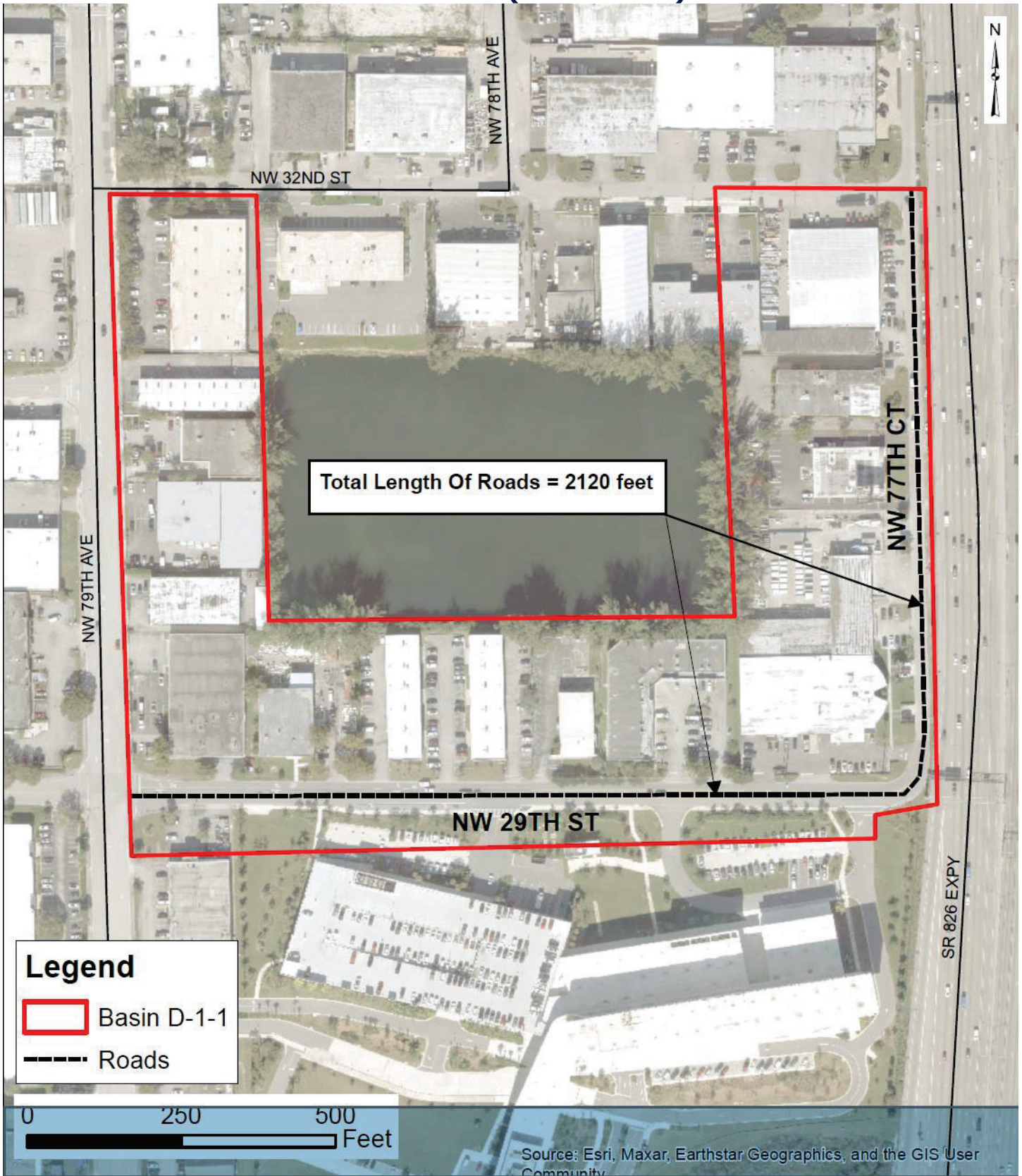


EXHIBIT "A" (Basin H-79AVE-N)

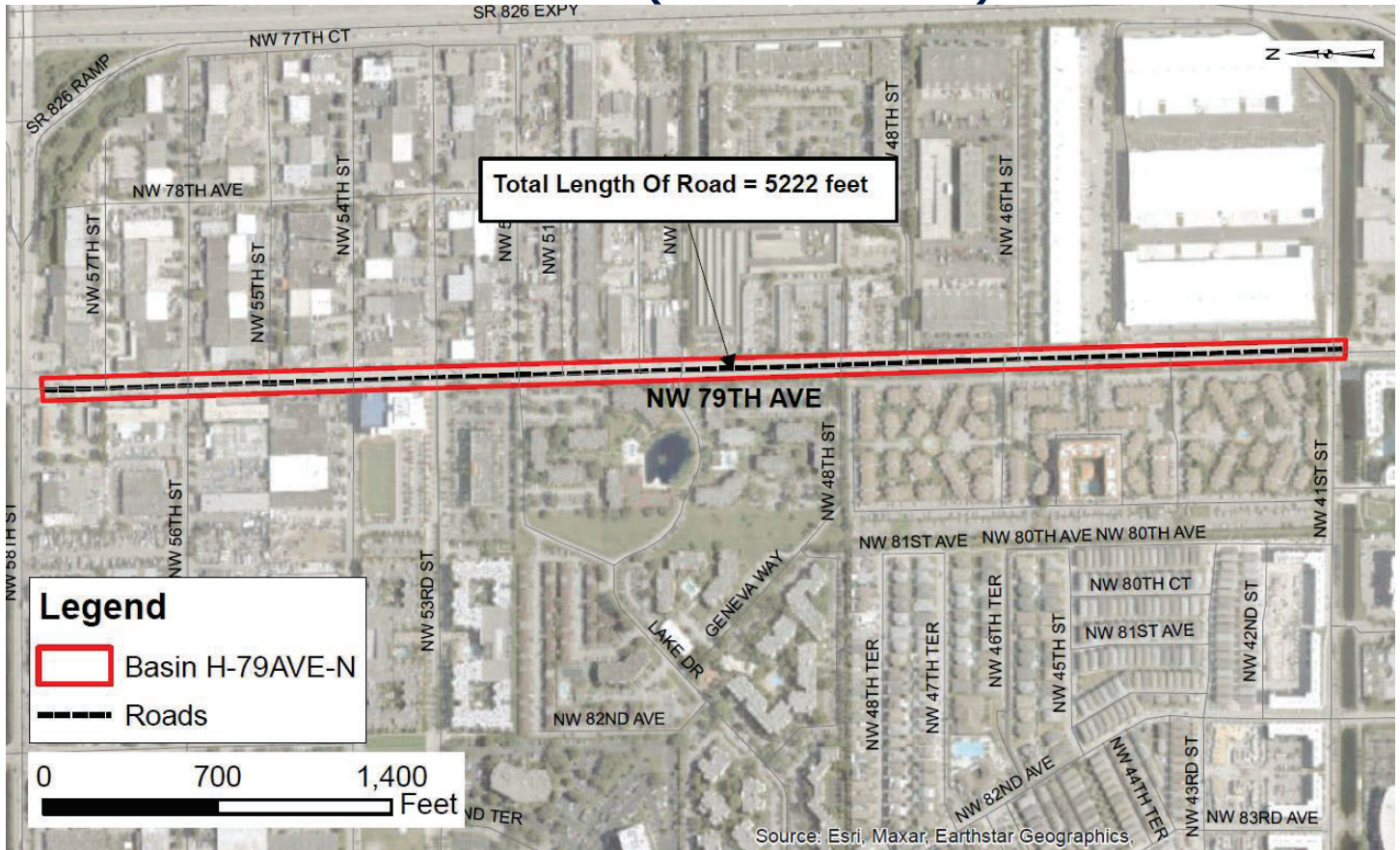




Exhibit C – PDS Proposal

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332



February 8, 2024

Mr. Alex Vazquez, PE, CFM

Director of Water Resources

BCC Engineering

6401 SW 87th Avenue, Suite 200

Miami, Florida 33173

avazquez@bcceng.com

Submitted Via email.

REF: **Professional Underground Utility Investigation Services Utilities for Basin D-1-1 Basin H-79AVE-N. City of Doral, Miami Dade County, Florida**
PDS Project No. 20110001.24

Dear Mr. Vazquez:

Premiere Design Solutions, Inc. (PDS) is pleased to submit this proposal to BCC Engineering (Client) to provide professional underground utility investigation support services for **Sub-basin D-1-1 and Sub basin H-79AVE-N** in the City of Doral, Miami-Dade County. The project site and boundaries are generally described by the exhibits below and include the areas enclosed in red in the figures 1 and 2.

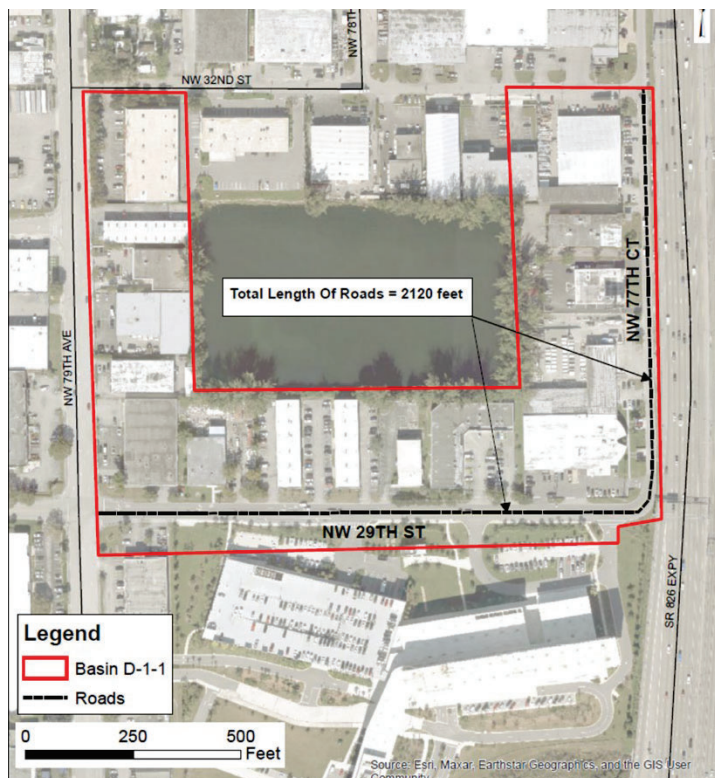


Figure 1. Project Area Basin D-1-1.



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332

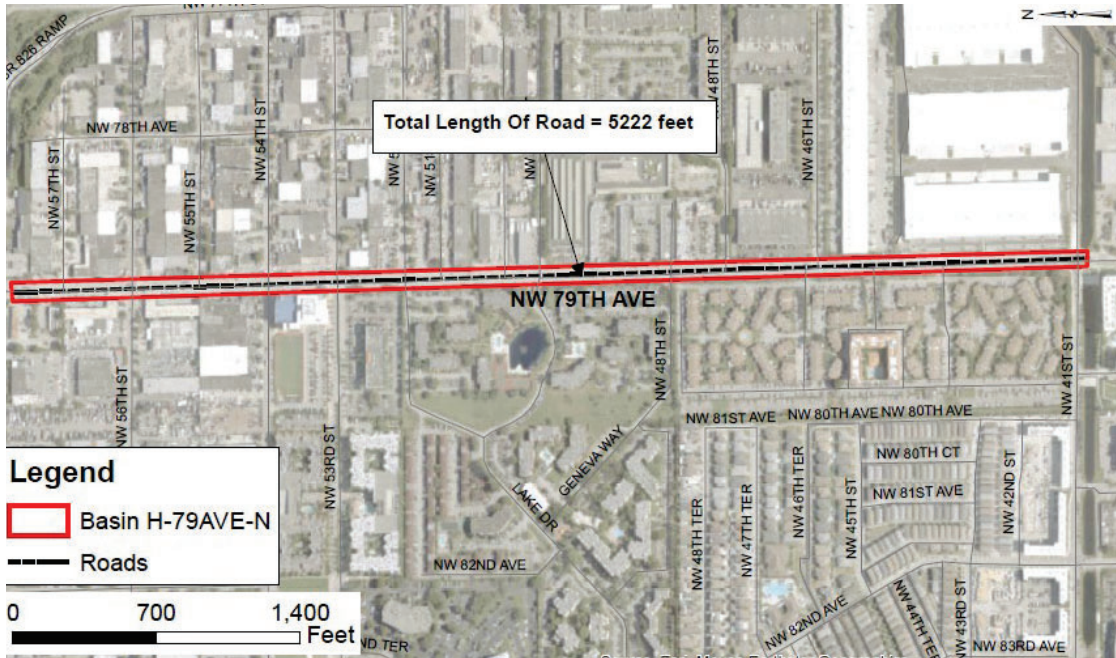


Figure 2 Project Area H-79AVE-N

At the request of our Client, this project shall not include Surveying services. The engineering services will be limited to the Underground Utility Investigation of the areas highlighted in red in the images above. Our project area includes only the public roads within the red marked polygons shown in the images above. The approximate total length of roadways to be investigated for underground utilities is 7,342 LF, with an average right-of-way (ROW) width of 60'. Below, we present tables for each basin to be analyzed, detailing the roads within the scope of services.

BASIN D-1-1.

Utilities Along	Between		Length (ft)	Notes
NW 77 th Ct	NW 32 nd St	NW 29 th St.	970	Not including NW 32nd ST Intersection
NW 29 th St.	NW 77 th Ct	NW 79 th Ave	1152	Not including NW 79 ^h Ave Intersection

BASIN H-79AVE-N.

Utilities Along	Between		Length (ft)	Notes
NW 79 th Ave.	NW 41 st St	NW 58 th St.	5222	Not including NW 58 th ST Intersection



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332

This proposal encompasses up to fifteen (15) test holes at specific locations requested by the design engineer, utilizing soft dig methods to expose utilities and minimize the potential for damage. The test holes, typically measuring 1' by 1', will be backfilled using removed material if suitable, with areas restored as closely as possible to their original condition.

Impervious soft dig locations will be finished with compacted cold mix asphalt, while an identifiable above-ground marker will be installed at each test hole location. Field markers, such as a nail and disk in asphalt or an iron rod and cap with a survey stake in grassed areas, will identify the test hole number and utility.

A test hole summary report will be generated, providing coordinates, depth of cover, type, size, and material (if applicable) measured with survey-grade equipment and accuracy. Deliverables will include reports in PDF format and an AutoCAD file with mapped locations and elevations of the test holes and utilities found in demarcation.

It is assumed that all soft digs will be released for work simultaneously, and although no MOT permit is required, basic MOT will be provided. The owner is expected to provide as-builts of utilities targeted before execution of the work.

Please note that the minimum number of test holes to be completed per mobilization is four (4). Designation and soft dig activities may be inhibited by groundwater, and GPR scanning results may not be reliable underwater. Electromagnetic induction works on metallic utilities or utilities with tracer wire, but non-metallic utilities under the water table may be challenging to locate.

Soft dig exploratory excavations, performed with a vacuum truck, may encounter difficulties beyond the groundwater level, making it challenging to visually verify the size and material of utilities found under the disturbed groundwater inside the excavation pit. Test holes will be considered complete once they become unfeasible under the water table and billed accordingly.

PROPOSED COST OF SERVICES

Our proposed fee for this project is as follows:

Professional Engineering Services - (Paid on a Lump Sum basis)

<i>Task 1.</i>	<i>\$13,210.60</i>
<i>Task 2.</i>	<i>\$7,268.00</i>
<i>Lump sum Total</i>	<i>\$20,478.00</i>
Reimbursables	
<i>Premiere Design Solutions, Inc.</i>	<i>\$ 6,750.00</i>
<i>Total including reimbursables</i>	<i>\$27,228.60</i>



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237 7850 - Fax: (954) 337 2332

The reimbursable expenses are estimated to be **\$6,750.00**. The grand total lump sum for this proposal including reimbursable expenses is **\$27,228.60**

SCHEDULE

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

ACTIVITY	DATE REQUIRED OR ESTIMATED TIME PERIOD
Task 2 - Utility Investigation	12 Weeks
Task 3 - Subsurface Utility Engineering (Soft Digs)	5 Weeks

We value the opportunity to provide our professional services on this exciting project. If you have any questions, please call us at (954)-237-7850.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.

Luis J. Jurado, P.E.
President

Exclusions

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



Exhibit D – PSI Proposal



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

February 13, 2024

BCC Engineering

6401 SW 87th Avenue, Suite 200
Miami, Florida 33173

Attn: Mr. Alex Vazquez, PE, CFM
avazquez@bcceng.com
(786) 412-2658

Re: Proposal for Percolation Testing and Pavement Coring Services
Doral Year 2 - Basin D-1-1 And Basin H-79Ave-N
NW 79th Ave, NW 29th St and NW 77th Ct
Doral, Florida
PSI Proposal No. 0397-022623

Dear Mr. Vazquez :

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit a proposal to conduct Sic pavement cores and six south Florida Water Management District (**SFWMD**) soil percolation tests (three for Basin D-1-1 and three for Basin H79Ave-N) for the Doral Year 2 project in Doral Miami, Florida. The percolation tests will be performed to a depth of 15 feet below existing ground surface as required in Miami-Dade County.

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

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

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum total fee will be **\$6,441.92** as shown in our fee breakdown below. The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and BCC Engineering obtaining and providing permission for PSI to enter and access the site.



FEE BREAKDOWN							
Doral Year 2 Basin D-1-1 and Basin H-79Ave-N							
Doral, Florida							
MIAMI-DADE COUNTY, FLORIDA							
ITEM	ITEM	MULTIPLIER	CAPPED HOURLY RATE	UNIT	# unit	UNIT RATE	TOTAL
I. FIELD EXPLORATION							
1.A	Mobilization of Track-Mounted Drill Rig	N/A	N/A	Each	1	\$ 401.27	\$ 401.27
4.H	Pavement Cores	N/A	N/A	Each	6	\$ 68.79	\$ 412.74
1.A	SFWMD Percolation test	N/A	N/A	Each	6	\$ 552.96	\$ 3,317.76
1.I	Closing Holes with Grout/Approved Method(s) to Safeproof Site	N/A	N/A	Per Foot	90	\$ 9.17	\$ 825.30
FIELD EXPLORATION TOTAL							\$ 4,957.07
III. ENGINEERING SERVICES							
23.A	Senior Technical Engineer Scientist	2.85	75.00	Per Hour	1	N/A	\$ 213.75
23.B	Senior Project Manager/Registered technical Staff	2.85	65.00	Per Hour	4	N/A	\$ 741.00
23.C	Non Registered Technical Staff	2.85	53.00	Per Hour	2	N/A	\$ 302.10
23.D	Support Staff/Field Staff	2.85	40.00	Per Hour	2	N/A	\$ 228.00
ENGINEERING SERVICES TOTAL							\$ 1,484.85
TOTAL FIELD EXPLORATION, LABORATORY TESTING, AND ENGINEERING SERVICES							\$ 6,441.92
Notes:							
Unit rates in accordance with Miami-Dade County Public Works Contract No. E20-WASD-02							

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

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

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

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Lucrèce E. Regisme
Staff Engineer – Geotechnical Services
lucrece.regisme@intertek.com



Jose N. Gómez, PE, MSc, BC.GE
Chief Engineer – Geotechnical Services
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions
Project Data Sheet
General Conditions

LER/JNG/ler



Proposal Authorization & Payment Instructions

Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

Authorized By (please print)

Signature

Title

Firm

Address

City

State

Zip Code

Telephone

Email Address

Date

Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Approval Party



Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much?	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		



GENERAL CONDITIONS - FLORIDA

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. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by 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. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of 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.

GENERAL CONDITIONS - FLORIDA

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

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

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

NO ACTION OR CLAIM, WHETHER 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. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Exhibit E – Fee Estimate



EXHIBIT E
CITY OF DORAL
YEAR 1 CAPITAL IMPROVEMENT PLAN STORMWATER IMPROVEMENT PROJECT DESIGN
WORK ORDER 01
FEE ESTIMATE

WORK ACTIVITY	BCC Staff by Category					TOTAL HOURS	TOTAL FEE	Comments/Assumptions
	Project Manager	Senior Project Engineer	Project Engineer	GIS Tech	CADD Technician			
HOURLY RATE	\$257.80	\$238.40	\$199.85	\$138.44	\$125.15			
Task 1 – Project Coordination and Data Collection	14	24	36	0	0	74	\$16,525.40	
Kick-off meeting	4	4				8	\$1,984.80	In person - 2 eng, 2 hours
Monthly progress meetings	10	4	10			24	\$6,530.10	10 meetings - virtual meeting and meeting minutes
Field site visit		6	6			12	\$2,629.50	1 day, 2 eng
Prepare field report	2	6	6			8	\$1,675.90	
Collect data from City, FDOT and Miami-Dade County	2	4	4			6	\$1,276.20	
Develop data catalog		2	4			6	\$1,276.20	
Coordinate with sub-consultants		4	6			10	\$2,152.70	
Task 1.1 - Surveying	0	0	0	0	0	0	\$54,999.30	
Task 1.2 - Utility Locates	0	0	0	0	0	0	\$27,228.60	See Exhibit B for Hadonne proposal
Task 1.3 - Geotechnical Investigation	0	0	0	0	0	0	\$6,441.92	See Exhibit C for PDS proposal
								See Exhibit D for PSI proposal
Task 2 – Drainage Design Report	8	24	50	30	10	122	\$23,181.20	
Refine future conditions (CPR4 models)	2	4	8	8		22	\$4,175.52	For entire City
Perform design storm simulations and develop flood maps		2	4	2		8	\$1,553.08	2 critical design storms
Refine stormwater improvement project design	2	4	8	4		18	\$3,621.76	2 sites
Develop conceptual design schematic		2	4		10	16	\$2,527.70	2 sites
Prepare opinion of probable construction cost		2	8			10	\$2,075.60	2 sites
Prepare draft Drainage Design Report	2	4	8	8		22	\$4,175.52	Electronic submittal
Prepare final Drainage Design Report	2	6	10	8		26	\$5,052.02	Electronic submittal
Task 3 – 30% Design Documents	10	24	36	0	44	114	\$21,000.80	
Prepare 30% design plan	10	20	28		44	102	\$18,448.40	
Prepare 30% opinion of probable construction Cost		4	8			12	\$2,552.40	
Task 4 – 60% Design Documents	12	28	74	0	120	234	\$39,575.70	
Prepare 60% design plan	8	20	60		120	208	\$33,839.40	
Prepare 60% technical specifications	2	4	8			14	\$3,068.00	
Prepare 60% opinion of probable construction Cost	2	4	6			12	\$2,668.30	
Task 5 – 90% Design Documents	10	26	42	0	60	138	\$24,679.10	
Prepare 90% design plan	6	16	32		60	114	\$19,265.40	
Prepare 90% technical specifications	2	6	6			14	\$3,145.10	
Prepare 90% opinion of probable construction Cost	2	4	4			10	\$2,268.60	
Task 6 – Permitting	6	16	24	0	0	46	\$10,634.40	
Attend pre-application meeting with SFWMD		4	4			8	\$1,753.00	Virtual meeting and meeting minutes
Attend pre-application meeting with RER		4	4			8	\$1,791.80	Virtual meeting and meeting minutes
Prepare SFWMD ERP permit application	2	2	4			8	\$1,791.80	2 permits
Prepare RER Class II permit application	2	2	4			8	\$1,791.80	2 permits
Address RAIs	2	6	8			16	\$3,544.80	Assume 2 RAIs-one per permit
Task 6 – Final Design and Bid Documents	8	12	20	0	20	60	\$11,423.20	
Prepare final design plans	4	8	16		20	48	\$8,639.00	Virtual meeting and meeting minutes
Prepare final technical specifications	2	2	2			6	\$1,392.10	Virtual meeting and meeting minutes
Prepare final opinion of probable construction Cost	2	2	2			6	\$1,392.10	
Total Hours	68	156	282	30	254	790	\$235,689.62	
Total Fee	\$17,530.40	\$37,190.40	\$56,357.70	\$4,153.20	\$31,788.10			

RESOLUTION No. 24-213

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A WORK ORDER WITH BCC ENGINEERING, LLC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DESIGN STORMWATER IMPROVEMENTS AT SUB BASIN D-1-1 AND SUB BASIN H-79AVE-N, AS IDENTIFIED IN YEAR 1 OF THE STORMWATER CAPITAL IMPROVEMENT PLAN, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$235,689.62; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 12, 2021, the 2021 Stormwater Master Plan and the proposed 5-Year Capital Improvement Plan (CIP) was adopted by the City Council via Resolution No. 21-123 (approved 5-0); and

WHEREAS, the results of the Stormwater Master Plan analysis allowed the City to identify and prioritize general areas where major drainage systems are deficient and define the extent of the deficiencies; and

WHEREAS, in January of 2024, the PWD requested a proposal from BCC Engineering to provide professional services for the design and permitting of stormwater improvements at Sub Basin D-1-1 and Sub Basin H-79AVE-N a portion of Year 1 of the Stormwater Improvements CIP; and

WHEREAS, Sub Basin D-1-1 (NW 29th Street, between NW 79th Avenue and NW 77th Court, NW 79th Avenue between NW 29th Street and NW 32nd Street, NW 32nd Street between NW 79th Avenue and NW 77th Court, NW 77th Court between NW 29th Street and NW 32nd Street), and Sub Basin H-79AVE-N (NW 79th Avenue between NW 58th Street and NW 41st Street); and

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

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

WHEREAS, the contract between BCC Engineering, LLC. (BCC) and the City of Doral was procured through the publicly advertised Invitation to Bid (ITB) 2023-08 process to select a pool of pre-qualified Engineering and Architecture firms; and

WHEREAS, this group of eleven (11) firms was approved by the Mayor and City Councilmembers during the March 2024 Council meeting via Resolution No. 24-54 (approved 5-0); and

WHEREAS, City staff recommends that the City Council approve and authorize the City Manager to execute Work Order #1 BCC Engineering, LLC. (BCC) to provide professional services to design stormwater improvements at Sub Basin D-1-1 and Sub Basin H-79AVE-N, in a not to exceed amount of \$235,689.62; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Work Order # 1 between the City of Doral and BCC Engineering, LLC. (BCC) for the provision to provide professional engineering services to design stormwater improvements at Sub Basin D-1-1 and Sub Basin H-79AVE-N in an amount not to exceed of \$235,689.62, a copy which is attached as Exhibit "A", is hereby approved.

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

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 Councilmember Pineyro who moved its adoption. The motion was seconded by Vice Mayor Puig-Corve and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 11 day of September, 2024.




CHRISTI FRAGA, 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:



LORENZO COBIELLA
GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY

EXHIBIT "A"

WORK ORDER No. 1 FOR PROFESSIONAL SERVICES

TO: BCC Engineering, LLC
6401 SW 87 Avenue, Suite 200
Miami, Florida 33173
(305) 670-2350

DATE: June 12, 2024

The City of Doral authorizes the firm of BCC Engineering, LLC to provide professional services to design the stormwater improvements project for City of Doral, Year 1 of the Capital Improvement Plan. Where BCC Engineering, Inc. is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in March 2024 through Resolution No. 24-54. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between BCC Engineering, LLC and the City of Doral dated January 4, 2021, and the attached Proposal dated October 16, 2023, and submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCEHDULE:

The scope of the project will be as described in the attached proposal from BCC Engineering, LLC dated October 16, 2023, for the professional services to design the stormwater improvements project for City of Doral, Year 4 of the Capital Improvement Plan. The schedule requires the scope of work to be completed within twelve (12) months after Notice to Proceed is provided. All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a lump sum basis not to exceed the amount of \$319,177.55.

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

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated January 4, 2021, between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply. Work Order is not binding until the City of Doral agrees and approves this Work Order.

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

CONSULTANT: BCC Engineering, LLC

WITNESSES:

SEAL:

BY: _____
NAME: _____
TITLE: _____

1. _____
2. _____

OWNER: City of Doral

AUTHENTICATION:

BY: _____
NAME: Barbara Hernandez
TITLE: City Manager

BY: _____
NAME: Connie Diaz
TITLE: City Clerk

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

BY: _____
NAME: Valerie Vicente, ESQ.
TITLE: Nabors, Giblin & Nickerson, P.A.
City Attorney