

WORK ORDER No. 9 FOR PROFESSIONAL SERVICES

TO: Marlin Engineering Inc.
2191 NW 97 Avenue
Miami, Florida 33172
(305) 477-7575

DATE: April 11, 2019

The City of Doral authorizes the firm of Marlin Engineering, Inc. to provide professional engineering services for the preparation of a tree disposition table and arborists report as well as necessary tasks for the approval of the tree permit on the Citywide Sidewalk Improvements project. The services that will be provided as part of this task include tree disposition plan, tree permit, meeting with the City and MDC staff. The work should be performed as described on the attached Proposal submitted by your firm dated March 21, 2019.


SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from Marlin. The schedule requires the work to be performed within 3 months from the date of execution. The performance of services associated with this Work Order will be executed on a time and materials basis with a not to exceed amount of \$3,675.00. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal and revoke the award.

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

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


CONSULTANT: Marlin Engineering, Inc.

BY: 
NAME: JOSE SANTIAGO
TITLE: VICE PRESIDENT


WITNESSES: SEAL:

1. 
2. 




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

AUTHENTICATION:

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: Luis Figueredo, ESQ.
TITLE: City Attorney



March 25, 2019

Eugene Collings, P.E.
Public Works Department
City of Doral
8401 Northwest 53rd Terrace, 2nd Floor
Doral, FL 33166
eugene.collings@cityofdoral.com

Re: Citywide Sidewalk Improvements –Tree Removal Permit
City of Doral, Miami Dade County, Florida

Dear Mr. Collings:

Marlin Engineering, Inc. proposes to provide the services identified below pursuant to the Continuing Services Final Agreement provided by the City of Doral (The City) for Engineering and Architectural services, dated February 3, 2018.

I. General

The project consists of the preparation of a tree removal permit for the Citywide Sidewalk Improvements project.

II. Scope of Services

Task 1 – Tree Removal Permitting

See attached scope and fee proposal from Smart-Sciences.

III. Subconsultants – Optional Services

The below listed subconsultants will assist in the performance of the Work.

| Subconsultant Name | Specialty or Expertise |
|--------------------|------------------------|
| Smart-Sciences | Environmental Services |

IV. Schedule of Work

| SCHEDULE OF DELIVERABLES | | | |
|--------------------------|---|----------|---------------|
| Task or Activity ID# | Major Task, Sub-Task, Activity, or Deliverables | Duration | Delivery Date |
| 1 | Tree Removal Permitting | 2 months | Prior to NTP |
| | | | |
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V. Compensation

Consultant shall perform the work detailed in this Proposal for a Total fee of \$3,675.00. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental work order.

| SUMMARY OF COMPENSATION | | | |
|-------------------------|---|------------|-------------------------|
| Task or Activity ID # | Task Name and/or Activity Description | Fee Amount | Fee Basis |
| 1 | Tree Removal Permitting and Mitigation/Disposition Plan | \$3,150.00 | Lump Sum, Not to Exceed |
| 2 | Project Administration | \$525.00 | Lump Sum |

VI. Additional Services

Additional services and unforeseen circumstances beyond established scope shall be negotiated in good faith and at the sole discretion of The City.

VII. Data Provided by the City


The following information or documents are to be provided by The City, if available: As-built information including survey and geotechnical information.



VIII. Project Manager

Consultant's Project Manager for this Project will be Jose Santiago, P.E.

Submitted by:



Jose Santiago P.E., Vice President
Marlin Engineering, Inc

Reviewed and approval in concept recommended by:

Department Director

City Manager



March 21, 2019

Jose Santiago
Marlin Engineering
15600 SW 288th Street, Suite 208
Miami, Florida 33033

**Subject: Tree Consulting Services
Citywide Sidewalk Improvements - City of Doral
Five Roadway Segments (± 16,631 linear feet)
City of Doral, Miami-Dade County, Florida
Smart-Sciences Proposal No. 154-001-P**

Dear Mr. Santiago:

Smart-Sciences, Inc. (Smart-Sciences) is pleased to submit this proposal to Marlin Engineering (Client) for Tree Consulting Services of the five roadway segments totaling approximately 16,631 linear feet (Site) in the City of Doral, Miami-Dade County, Florida. Included in the proposal is a summary of germane project information as understood by Smart-Sciences, the proposed scope of services, fees, schedule, and authorization procedures.

Background Information

The Site consists of five roadway segments within the City of Doral located at (1) NW 115th Avenue, NW 39th Street, and NW 114th Avenue; (2) NW 33rd Street; (3) NW 19th Street & NW 17th Street; (4) NW 33rd Street; and (5) NW 30rd Terrace as indicated on contract plans provided by the Client. These roadway segments total approximately 16,631 linear feet.

It is our understanding the Client is providing engineering services for the proposed sidewalk construction/improvements along these roadway segments and needs to have a tree removal permit completed on behalf of the City of Doral through Miami-Dade County (MDC) Regulatory and Economic Resources (RER). Based on review of site plans provided by the Client, the Site contains approximately 40 trees proposed for removal. Smart-Sciences has been asked to assist with the tree permitting process with MDC for the removal of the 40 trees.

Scope of Services

It is our understanding that we will conduct a tree inventory for the 40 trees to be removed. We will also prepare and submit the Miami-Dade County Tree Removal Permitting application, conduct field verification visits with MDC staff, and provide tree mitigation calculations. Based on our understanding of the project,

Smart-Sciences is proposing the following scope of services:

Task 1 – Tree Inventory

Smart-Sciences will evaluate the trees proposed for removal according to the site plans, documenting species, height, diameter at breast height, canopy coverage and ranked health condition (excellent, good, fair, poor, or dead). Smart-Sciences will number the trees, leaving a numbered marker on each tree, where needed. We will apply International Society of Arboriculture standards of practice to all measurements. A tree inventory table presenting relevant information on trees will be prepared. If specimen trees are identified photographs will be collected, with a focus on any visible sign demonstrating compromised condition of the tree if present.

Task 2 – Preparation and Submittal of MDC Tree Removal Permit

Smart-Sciences will prepare and submit the MDC Tree Removal Permit. It is our understanding all trees are proposed for removal. Removal of existing trees will require mitigation. The specifics of canopy replacement and tree replacement depend upon a tree's size, species, native classification, and other considerations. Smart-Sciences will provide tree mitigation calculations for those trees proposed to be removed. *If relocating of trees is proposed, this would require a Tree Relocation Plan which is not included in this proposal. Additionally, if there are specimen trees that MDC wishes to remain, an Avoidance and Minimization Plan may become required which is not included in this proposal. Smart-Sciences can provide a proposal for these services upon request, if deemed necessary.*

Included in this task is office communications (conference calls/emails) with the Client, the City of Doral, and Miami-Dade County for up to two hours without prior authorization by the Client.

Task 3 – Field Visits with MDC Staff

Miami-Dade County staff will perform a field visit to verify tree measurements and conditions as part of the tree permitting process. Smart-Sciences can accompany MDC staff in the field should the Client want us to do so.

Cost of Services

Smart-Sciences proposes performing Task 1 and 2 for a lump sum of **\$2,450.00**. Should the Client request us to perform Task 3, the lump sum fee will be **\$700.00**.

If unforeseen conditions should require services beyond the scope of services described herein, Smart-Sciences will notify you immediately of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein will be invoiced in accordance with the City of Doral, Continuing Professional Services fee schedule. Please note that payment of invoices is due upon receipt.

Deliverables will be provided electronically. If hard copy reports are required, production will be billed at

cost times 1.15.

Authorization

Attached is a copy of our Standard General Conditions for Professional Services Agreement, which is a part of the proposal. If the above scope of services and fees are acceptable, please sign below and return a signed, fully executed copy of our proposal and services agreement.

The above scope of work is hereby agreed to by:

Signature: _____ Date: _____

Name: _____

Title: _____

Company: _____

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at the office 786-313-3977.

Sincerely,
SMART-SCIENCES, INC.



Gisele L. Colbert, M.S.
Principal Scientist

Attachments
Services Agreement

STANDARD GENERAL CONDITIONS

- 1.01 *Basic Agreement:* Smart-Sciences, Inc. (Smart-Sciences) shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Client, or if otherwise required, Smart-Sciences shall furnish services in addition to those set forth in this Agreement. Client shall pay Smart-Sciences for its services as set forth in Paragraphs 7.01 and 8.01.
- 2.01 *Payment Procedures:*
- A. *Invoices:* Smart-Sciences shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to the Client at least once per month. Invoices are due and payable upon receipt. If Client fails to make any payment due Smart-Sciences for services and expenses within 30 days after receipt of Smart-Sciences' invoice, then the amounts due Smart-Sciences will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition Smart-Sciences may, after giving seven days written notice to Client, suspend services under this Agreement until Smart-Sciences has been paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Smart-Sciences for any such suspension and shall be responsible for any attorney's fees incurred in collecting past due amounts. Payments will be credited first to interest and then to principal. The Client warrants that payment is not dependent on third parties.
- 3.01 *Termination:* The obligation to provide services under this agreement may be terminated:
- A. By either party upon seven days written notice, in the event of substantial failure on the part of the other party to perform in accordance with the terms of this agreement, through no fault of the terminating party. Failure to pay Smart-Sciences for its services is a substantial failure to perform and a basis for termination.
- B. By Smart-Sciences, upon seven days written notice, if Client demands that Smart-Sciences furnish or perform services contrary to Smart-Sciences' responsibilities as a licensed professional; or upon seven days written notice if Smart-Sciences' services for the Project are delayed for more than 90 days for reasons beyond Smart-Sciences' control. Smart-Sciences shall have no liability to Client on account of a termination by Smart-Sciences under this section.
- C. In the event of any termination, Smart-Sciences will be paid for all services and reimbursable expenses rendered to the date of termination, in addition to termination expenses.
- 4.01 *Successors, Assigns and Beneficiaries*
- A. The Client and Smart-Sciences each binds themselves, and their partners, successors, executors, administrators, assigns and legal representatives to the other party of this agreement. Neither party may assign, sublet or transfer any rights under, or interest in, this agreement without the written consent of the other. Nothing contained in this paragraph shall prevent Smart-Sciences from employing such independent consultants, associates and subcontractors, as Smart-Sciences may deem appropriate.
- B. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Smart-Sciences to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Smart-Sciences and not for the benefit of any other party.
- 5.01 *General Considerations:*
- A. Smart-Sciences will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Smart-Sciences' profession practicing in the same or similar locality at the time Services are performed. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.**
- B. Smart-Sciences shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Smart-Sciences have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Smart-Sciences neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Smart-Sciences is not responsible for variations between actual construction bids or costs and Smart-Sciences' opinions or estimates regarding construction costs.
- C. Smart-Sciences shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Smart-Sciences' own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Smart-Sciences.
- D. All documents prepared or furnished by Smart-Sciences are instruments of service, and Smart-Sciences retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed. Client shall have a limited license to use the documents on the project, subject to receipt by Smart-Sciences of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by Smart-Sciences, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Smart-Sciences; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Smart-Sciences, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Smart-Sciences; (3) Client shall indemnify and hold harmless Smart-Sciences from

all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Smart-Sciences; and (4) such limited license to Client shall not create any rights in third parties.

- E. To the fullest extent permitted by law, Client and Smart-Sciences (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of resulting from, or in any way related to the project, and (2) agree that Smart-Sciences total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Smart-Sciences, whichever is greater.
 - F. Client and Smart-Sciences agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - G. This Agreement is to be governed by the law of the State of Florida and the local jurisdiction in which the project is located.
 - H. PURSUANT TO FLORIDA STATUTE 558.0035, NO INDIVIDUAL EMPLOYEE OR AGENT OF SMART-SCIENCES MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING FROM THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT. (Emphasis in accordance with the statute.)
 - I. The proposal and fees are valid for thirty (30) days from the date at the top of the proposal.
 - J. Notice to proceed must be within thirty (30) days of signed agreement, unless otherwise specified in the agreement.
 - K. For purposes of statutes of limitations/repose, our contract services will be considered complete upon delivery of the last service or instrument described in our agreement.
- 6.01 *Total Agreement:* This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Smart-Sciences and supersedes all prior written or oral understandings.
- 7.01 *Basis of Payment*
- A. Fixed price services are based on doing the work one time. Changes due to causes beyond the control of Smart-Sciences shall be compensated as Additional Services.
 - B. Fixed fees do not include printing charges. Reimbursable expenses shall be compensated at cost times 1.15.
 - C. All governmental fees and testing service charges, if any, shall be paid directly by the Client.
 - D. Any VAT, excise, gross receipts, or sales taxes that may be imposed by government shall be added to the compensation otherwise due under the professional services agreement.
 - E. All fees and rates are based on normal eight hour weekday work. Work performed, by request of the Client, on week nights, weekends, or holidays shall bear a 50% surcharge.
 - F. All fees are subject to renegotiation one year from the date of the agreement.
- 8.01 *Additional Services:*
- A. Client shall pay Smart-Sciences an amount equal to the cumulative hours charged to the Project by each class of Smart-Sciences' employees, times standard hourly rates for each applicable billing class; plus reimbursable expenses and Smart-Sciences' consultants' charges, if any. Smart-Sciences' standard hourly rates are attached.
 - B. The Client may wish to establish control procedures for pre-authorization of Additional Services. Any such procedures shall be communicated to the Smart-Sciences in writing.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS ____ DAY OF _____, 20__.

CLIENT NAME: _____

SMART-SCIENCES, INC

Authorized Agent Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

CITY OF SOUTH MIAMI

Consultant Fee Proposal Worksheet

Consultant Name: Marlin Engineering, Inc.

Contract No.:

Date: 3/25/2019

Work Order No:

Project: Citywide Sidewalk Improvements - Tree Removal Permit

Project No.: Description:

STAFF CLASSIFICATION

| Job Classification Assigned Staff Approved Rate | Project Manager Rafael Lagos Rate: \$175.00 | | Senior Engineer Rox Matamoros Rate: \$160.00 | | Project Engineer L. Durvusala Rate: \$125.00 | | Engineering Tech Elias Diaz Rate: \$90.00 | | Rate: | | Rate: | | Rate: | | Staff Hours | Salary | Average | |
|---|---|------------|--|------------|--|------------|---|------------|-----------|------------|-----------|------------|-----------|------------|-------------|--------------|---------------|--|
| | Man hours | Cost/ Task | Man hours | Cost/ Task | Man hours | Cost/ Task | Man hours | Cost/ Task | Man hours | Cost/ Task | Man hours | Cost/ Task | Man hours | Cost/ Task | By Task | Cost By Task | Rate Per Task | |
| 1 | | | | | | | | | | | | | | | | | | |
| 2 Project Administration | 3 | \$525 | | | | | | | | | | | | | 3 | \$525 | \$175.00 | |
| 3 | | | | | | | | | | | | | | | | | | |
| 4 Procurement Support | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | |
| 6 Pre-Construction Meeting | | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | | |
| 9 RFI and Revision Support | | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | | |
| 11 Shop Drawing Review | | | | | | | | | | | | | | | | | | |
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| 27 | | | | | | | | | | | | | | | | | | |
| Total Staff Hours | 3 | | | | | | | | | | | | | | 3 | | | |
| Total Staff Cost | | \$525.00 | | | | | | | | | | | | | | \$525.00 | \$175.00 | |
| Total % of Work by Position | 100.0% | | | | | | | | | | | | | | | | | |

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separate

| |
|---|
| <u>Estimate of Principal's Fee</u> _____ / hour = \$ _____ |
|---|

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
4. Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.

| | | |
|------------------------------------|-----------------------|------------|
| 1 - SUBTOTAL ESTIMATED FEE: | multiplier 1.00 | \$525.00 |
| additional Services (All | | |
| Subconsultant: | Smart Sciences | \$3,150.00 |
| Subconsultant: | | |
| Subconsultant: | | |
| Principal's Fee | | \$ - |
| 2 - SUBTOTAL ESTIMATED FEE: | | \$3,675.00 |
| Geotechnical Field/Lab Testing: | | |
| Survey Fee (or Survey Crew Fee): | | |
| Other Misc. Fee: | Enter Fee Description | |
| 3 - SUBTOTAL ESTIMATED FEE: | | \$3,675.00 |
| Additional Services (Allowance) | | |
| Reimbursables (Allowance) | | |
| GRAND TOTAL ESTIMATED FEE: | | \$3,675.00 |