

WORK ORDER No. 3 FOR PROFESSIONAL SERVICES

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

DATE: May 17, 2019

The City of Doral authorizes the firm of H.W. Lochner, Inc. to proceed with the provision of transportation planning and traffic engineering services for the development and approval of an interlocal agreement between the City of Doral and Miami-Dade County to allow the City of Doral to perform traffic engineering functions for the purposes of traffic calming. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between H.W. Lochner, Inc. and the City of Doral dated February 2, 2018, and the attached Proposal submitted by your firm for the above referenced project dated May 10, 2019.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from H.W. Lochner, Inc. The schedule requires the work to be performed within 3 months from NTP. All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a time and materials basis with a not to exceed amount of \$4,280.00.

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

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 2, 2018 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply.

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

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

CONSULTANT: H.W. Lochner, Inc.

BY: [Signature]
NAME: EDWIN LOJENA, PE
TITLE: VICE PRESIDENT

WITNESSES:

- 1. [Signature]
- 2. [Signature]



OWNER: City of Doral

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

AUTHENTICATION:

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

APPROVED AS TO FORM:

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

May 10, 2019

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

RE: PROPOSAL – Intergovernmental Agency Agreement

Dear Mr. Collins-Bonfill:

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

1. PROJECT BACKGROUND

The City of Doral has requested LOCHNER to develop and get an Intergovernmental Agency Agreement approved with the Miami-Dade County Department of Transportation and Public Works (DTPW). The City has a Public Works Department (PWD) that develops the Capital Improvements Program, and will represent to the County that it is capable, equipped, and qualified to perform the duties and traffic engineering functions. This Agreement shall supersede and replace that original Interlocal Agreement between the parties, regarding traffic calming.

2. SCOPE OF WORK FOR ENGINEERING SERVICES:

a. Intergovernmental Agency Agreement

LOCHNER will create an Intergovernmental Agency Agreement between the City of Doral and Department of Transportation and Public Works (DTPW) to perform traffic engineering functions, for purposes of traffic calming. This agreement shall allow the City to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to traffic calming measures on its local municipal streets that are operated and maintained by the City within its boundaries, and not on County or State streets within the City's boundaries ("local municipal streets").

This tasks will also consist of the review of recently approved agreements for the development of the traffic calming criteria. This includes the City of Miami, Miami Beach, Coral Gables and Palmetto Bay.

Deliverables:

- a) Approved Intergovernmental Agency Agreement

3. CONTRACT SUM

For the services performed under paragraph 2, the Client will pay the Engineer time and materials fee in amount not to exceed (\$4,280.00) payable as follows. Any additional services will be negotiated as needed.

4. PAYMENTS

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

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

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

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

5. CLIENT RESPONSIBILITIES

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

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

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

6. SCHEDULE & DELIVERIES

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

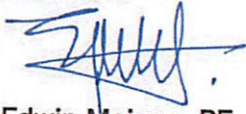
LOCHNER

7. ACCEPTANCE

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

Very truly yours,

LOCHNER



Edwin Mojena, PE
Vice President

ACCEPTED BY: _____ DATE: _____