

**WORK ORDER No. 6 FOR PROFESSIONAL SERVICES**

TO: Wantman Group, Inc.  
11401 SW 40 ST  
Miami, FL  
(786) 228-5666

DATE: November 19, 2019

The City of Doral authorizes the firm of Wantman Group, Inc. to proceed with the provision of professional engineering services for the survey and design of the improvements at Morgan Levy Park. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between Wantman Group, Inc and the City of Doral dated February 16, 2018, and the attached Proposal submitted by your firm for the above referenced project.

**SCOPE OF SERVICES AND SCHEDULE:**

The scope of the project will be as described in the attached proposal dated November 4, 2019 from Wantman Group, Inc. The schedule requires the work to be performed within 9 weeks after 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 lump sum basis with a not to exceed amount of \$65,549.00.

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 16, 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. This 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: Wantman Group, Inc  
BY: *Nancy Clements*  
NAME: Nancy Clements  
TITLE: Sr. Vice President

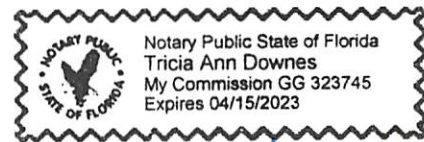
WITNESSES: SEAL: 11/20/19  
1. *Tricia Ann Downes*  
2. *Jessie O'Leary*

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

AUTHENTICATION:  
BY: *Connie Diaz*  
NAME: Connie Diaz  
TITLE: City Clerk

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

BY: *Luis Figueredo*  
NAME: Luis Figueredo, ESQ.  
TITLE: City Attorney



*Tricia Downes*



October 17, 2019  
~~Rev. October 31, 2019~~  
November 4, 2019

Mr. Eugene Collings-Bonfill, PE  
City Engineer  
City of Doral, Public Works Administration  
Government Center  
8401 NW 53rd Terrace  
Doral, FL 33166

[eugene.collings@cityofdoral.com](mailto:eugene.collings@cityofdoral.com)

**Re: City of Doral Morgan Levy Park**

Dear Mr. Collings-Bonfill:

As per your request of October 15, 2019, please find attached the proposal:

### **Project 1 - Topographic Survey Services**

1. Prepare a Topographic Survey of Morgan Levy Park as shown below and in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 50 feet.
3. The Topographic Survey will include:
  - a. Visible and attainable improvements and utilities unless otherwise noted
  - b. Location of underground utilities, if flagged/painted as marked by others
  - c. Footprint of permanent building structures
  - d. Finished floor elevations
  - e. Invert elevations of storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type, if attainable
  - f. Invert elevations of sanitary sewer manholes including pipe sizes and type, if attainable
  - g. Type and height of walls, fences
  - h. Overhead wires (horizontal location only)
  - i. Parking Spaces
  - j. Outline of landscaped areas
  - k. All individual trees (and shrubs) over four inch caliper measured at breast height
  - l. Two offsite benchmarks if offsite placement is accessible/allowable
4. The Topographic Survey will not include:
  - a. Sub-surface designation or location of underground utilities
  - b. Sub-surface foundations or structures
  - c. Storm and Sanitary Sewer inverts of recessed or debris filled structures
  - d. Inverts from structures outside of the topographic limits
  - e. Sprinkler heads



- f. Overhead clearances (signal heads, mast arms, bridges, wires, buildings, walkways, etc.)
  - g. Traffic pavement striping
  - h. Tree tagging
  - i. Location of geotechnical borings
  - j. Temporary features such as a trailer, delineator dome, boat, solar landscape lighting, etc.
5. Deliverable will be a DTM, an AutoCAD, and a signed and sealed plot of the Topographic Survey.

### **Survey Notes**

1. This scope does not include the location of property lines.
2. This survey will not make any representation as to zoning or development restrictions unless otherwise stated in provided documents.
3. Tree specimen nomenclature shall be generally common (oak, palm, pine, etc.) and cannot be relied upon. Consult with an arborist for further classification.
4. This proposal does not include the coordination of underground utility designation or markings.
5. The location of storm and sanitary structures are only verified at the manhole or catch basin structure.
6. Meeting attendance is not included in this scope of services.

### **Proposed Fee**

We propose to provide the scope of services described above for a limiting amount fee of **\$19,900.00**. Additional services, when authorized, will be billed at the rates as shown in "Exhibit B" of our Continuing Professional Services Agreement, and work will be conducted in accordance with said Agreement. A fee breakdown is attached as Exhibit 1.

## **Project 2 - Civil Engineering Design**

1. Prepare and design paving and grading plans including details to accommodate five new ADA accessible pathways to existing barbecue grilling stations; and
2. Submit 30% (Schematic Design), 60% and 100% construction document submittals to Client.

### **Basis of Proposal**

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by City of Doral
2. Paving design will provide an adequate surface connection between existing park shelters with grill locations
3. It is anticipated existing grilling stations including pedestals will be removed and re-installed.
4. Paving design will match general park aesthetics and comply with current ADA Standards for Accessible Design
5. Deliverables include PDF's and print copies of plans at 30%, 60% and 100% level of completion
6. Scope of work does not include regulatory agency permitting or construction phase services

### **Proposed Fee**

We propose to provide the scope of services described above for a limiting amount fee of **\$5,947.00**. Additional services, when authorized, will be billed at the rates as shown in "Exhibit B" of our Continuing Professional Services Agreement, and work will be conducted in accordance with said Agreement. A fee breakdown is attached to this proposal at Exhibit 2.

## **Project 3 – Architectural Services**

The City of Doral is constructing an addition of approximately 350 square feet, including a new break room, storage room and single office to the existing clubhouse building at Morgan Levy Park (PROJECT). Proposed Scope of Basic Services as generally illustrated by the email correspondence will be further detailed as follows:

### **Proposed Scope of Services**

#### **Item 1 - Site Visit and Data Gathering**

This task will include the following items:

1. Architect will visit site and tour the existing building and PROJECT area with the Client for verification purposes.
2. Architect, Mechanical Engineer, Electrical Engineer and Structural Engineer will attend one (1) kick-off meeting by teleconference with City of Doral staff to become acquainted and obtain relevant information related to the project in an initial data gathering session. WGI will prepare meeting minutes and distribute to the project team.

#### **Item 2 - 90% Construction Documents**

WGI will use information gathered from the site visit, during the kick-off meeting and from review of the Client provided as-built drawings to develop 90% construction documents consisting of plans only. These plans will be submitted to the Client Project Manager for routing, review and approval. Review comments will be addressed accordingly and incorporated into the plans. WGI will prepare a single estimate of probable construction cost for Client at this phase only.

#### **Item 3 - 100% Construction Documents**

WGI will develop the approved 90% plans into 100% construction documents consisting of permit-ready plans. WGI will submit permit-ready plans to the Client Project Manager and respond to reasonable comments from the permit review process.

#### **Item 4 - Building Permitting and Bidding Assistance**

WGI will assist the City of Doral during the building permitting and bidding phases as explicitly described below:

1. Provide 100% construction documents and associated design information to the Client in order to obtain building permit approval;
2. Respond to reasonable agency comments;
3. Answer questions and respond to Request for Information (RFI) during the bidding process;



4. Issue one (1) signed and sealed Conformed Set of documents including permitting comment revisions. This proposal does not include Value Engineering Services and subsequent revisions, nor any revisions resulting from changes proposed by other parties.

#### **Basis of Proposal**

In completing this proposal, WGI has made the following *assumptions*:

1. It is understood that the Client does not have sufficient as-built drawings to substantially determine existing constructions and conditions within concealed spaces. WGI Architect will visit the site to gather as much information as possible regarding existing conditions, but it is assumed that WGI will also need to make educated assumptions as to the existing conditions. WGI shall not be held responsible for these educated assumptions of unforeseen conditions that may affect or conflict with the Contract Documents deliverables for this PROJECT.
2. If existing drawings are available in any form, WGI assumes that we will have full use of existing drawings that indicate previously installed or designed services and infrastructure.
3. The Client has provided a conceptual schematic plan (copy attached) which generally meets the requirements of the applicable jurisdiction(s), and compliance with building and fire codes.
4. The project geotechnical engineering report containing the design parameters for structural engineering design, among other recommendations/requirements, shall be prepared by others and a copy of the report provided to the design team as soon as possible and at least 45 calendar days prior to issuance of any sealed structural drawings. Foundation recommendations provided by the geotechnical engineer shall achieve no more than a maximum 1" total settlement and 0.5" differential settlement of the foundation elements.
5. The Client will engage, at the Client's expense, a special inspector for the purposes of performing special inspections in accordance with the requirements of the project and authority having jurisdiction.
6. Services provided by WGI include the following:
  - a. Architectural: Design includes building envelope construction details and interior finishes to match existing conditions in kind, interior layout and details based on Client provided Schematic floor plan, and general coordination with all other disciplines.
  - b. Structural Engineering: Design includes two isolated cantilevered masonry walls and strip footings and a new grade-supported slab. So as to not disturb the existing structure and it's loading, expansion joints will be provided at the top of wall below existing roof construction and at the ends of walls adjoining existing wall construction.
  - c. Mechanical Engineering: WGI assumes that the base building infrastructure is sufficient to support new space configuration. Design will re-use as many existing elements as practical. Minimal HVAC modifications are assumed.
  - d. Plumbing Engineering: Design includes domestic water, sanitary sewer & vent connections for new break room sink/other break room features requiring plumbing to existing plumbing infrastructure.
  - e. Electrical Engineering: Design includes power/data, lighting layout, fire alarm performance specification, and associated electrical work in coordination with the other disciplines. Client to provide information related to existing light fixtures for incorporation into the documents as Basis of Design.
  - f. Civil Engineering: Design includes paving and drainage plans to accommodate any additional pavement area roof drain connection associated with the new addition. Utility design is not anticipated as water and sanitary sewer connections are assumed available at the existing break room adjacent to the addition.
  - g. Geotechnical Engineering: See separate proposal attached on Exhibit 3.

7. WGI is not responsible for identifying or documenting the removal of any hazardous materials such as asbestos, lead-based paint, etc.
8. Permitting assistance other than response to reasonable comments is not included. Client will complete permit application(s), obtain all documentation needed for permit submittal and submit to the building department for review.
  - a. Two (2) sets of signed/sealed 100% Construction Documents and a CD with digital PDF not signed/sealed will be mailed to the Client Project Manager. Printing of these permit sets only is included within this proposal. Other reproduction and printing services not explicitly stated are not included.
9. This scope and fee proposal is valid for 30 days from the date of issuance. After this period, WGI reserves the right to modify both the scope and fee.
10. Scope outlined herein are the Basic Services associated with the attached staff hours and fee. Any services outside these Basic Services shall be considered Additional Services and for which WGI will receive additional compensation. Additional Services must be authorized by Client in writing and accepted by WGI.

**Proposed Fee**

We propose to provide the scope of Basic Services described for Items 1 – 4 above on a limiting amount basis for **\$39,702.00**. Additional services, when authorized, will be billed at the rates as shown in “Exhibit B” of our Continuing Professional Services Agreement, and work will be conducted in accordance with said Agreement. A fee breakdown is attached to this proposal at Exhibit 3.

**Proposed Design Schedule**

The proposed design schedule does not include City of Doral review times or time associated with Item 4. Building Permitting and Bidding Assistance. Each task shall commence as the previous is completed and approved by the Client. The following is an estimated schedule upon receiving Notice to Proceed (NTP):

ITEM 1	1 week
ITEM 2	6 weeks
ITEM 3	2 weeks
<b>TOTAL</b>	<b>9 weeks</b>

We are pleased to submit this proposal package, and look forward to continuing our ongoing relationship with the City of Doral.

Sincerely,  
**WANTMAN GROUP, INC.**



Andres Garganta, PE  
Vice President

**WANTMAN GROUP, INC.**  
**EXHIBIT 1**

PROJECT:	Principal Manager	Senior PSM	PSM			Tech	Survey Field Crew	Tech	Survey Field Crew	CLER.	TOTAL	DESCRIPTION
Billing Rate	\$ 100.00	\$ 145.00	\$ 105.00			\$ 85.00	\$ 160.00	\$ 85.00	\$ 160.00	\$ 55.00	DOLLARS	
Raw Rate @ 3.4 Multiplier	\$ 47.06	\$ 42.65	\$ 30.88			\$ 25.00	\$ 47.06	\$ 25.00	\$ 47.06	\$ 16.18		
CLIENT:											DOLLARS	
CONTACT:												
CONTACT (WGI):												
TASK												
Set-up / Management	0.5	1.0				2				1	\$ 450.00	PIF and invoice
Research / Deed Plotting	0.0	0.0				0					\$ 0.00	research public records, deeds, control, calc. plats, prep crew, etc.
Control-Horizontal	0.1	0.1				1	0.5				\$ 195.50	search for published control
Control-Vertical	0.1	0.1				1	0.5				\$ 195.50	search for published control
Control-Set-GPS (25 points set, A&B GPS / day)	0.1	0.2				1	2				\$ 450.00	Set and locate control
Control-Level (2000' hour)	0.1	0.2				1	2				\$ 450.00	level control
Mobile Scanning (process 1000'/day)	0.0	0.0				0					\$ 0.00	Prep, Drive, Processing, and Extraction
Static Scanning (process 16hrs Day of Scanning)	0.0	0.0				0					\$ 0.00	Prep, Collect, Processing, and Extraction
Topographic Survey (Sites)	2.0	4.0				12	40				\$ 8,320.00	fieldwork & processing
Topographic Survey (Routes)	0.0	0.0				0	0				\$ 0.00	fieldwork & processing
Inverts (12 day)	0.5	0.9				4	9				\$ 1,990.50	storm and sanitary inverts
Tree Survey (250 day)	0.6	1.1				4	11				\$ 2,355.50	Locating trees (Tree Tagging is additional)
Boundary Survey (25 corners day)	0.0	0.0				0	0				\$ 0.00	search for monumentation and/or property evidence
R/W Survey (30 corners day)	0.0	0.0				0	0				\$ 0.00	search for monumentation and/or property evidence
MOT							0				\$ 0.00	Signs & Cones
Review Title	0.0	0				0					\$ 0.00	office - review and plat title
Calculations / Analysis	0.0	0				0					\$ 0.00	boundary analysis
CADD - Deliverable	1.0	2				15					\$ 1,725.00	develop the deliverable
QA - QC	0.5	1									\$ 225.00	check the deliverable
Meetings											\$ 0.00	meetings including prep and travel
Set Corners							0				\$ 0.00	set corners if missing
Travel (round trip)							13				\$ 2,080.00	travel time
Utilities Designate (- \$2,400 day)	0.0	0.0				0		0	0		\$ 0.00	Level B
Utilities Test Hole (6 day)	0.0	0.0				0		0	0		\$ 0.00	Level A
HOURLY TOTALS	5.5	10.6	0	0	0	41	78	0	0	1	\$ 18,437.00	DATE OF ESTIMATE: MM/DD/19 (GEO name)
											\$ 19,900	TOTAL PROJECT COST
											\$ 0	TOPO
											\$ 0	SUE

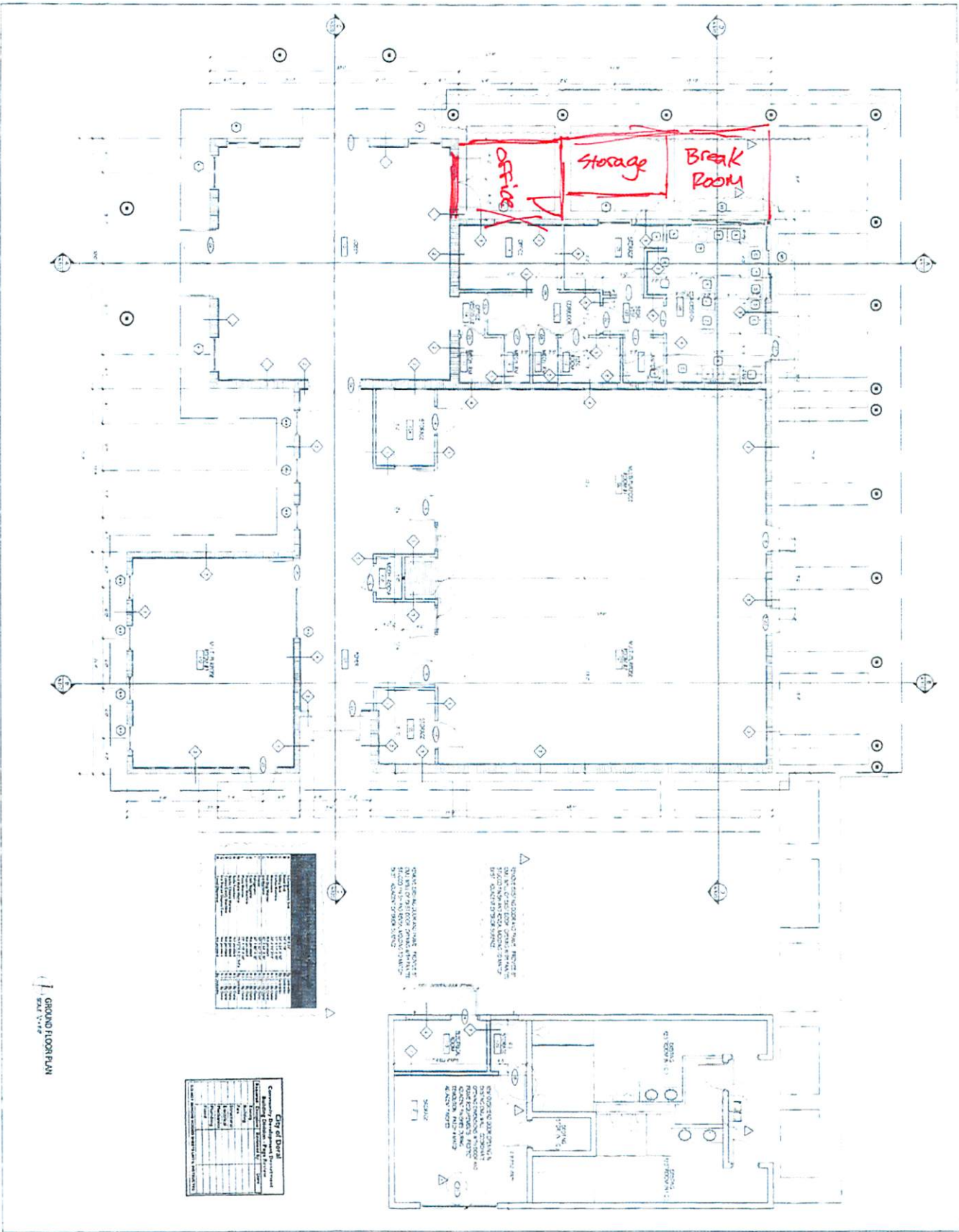




City of Doral  
Morgan Levy Park Clubhouse Addition

# Exhibit 3

Tasks/Job Classification	Principal Engineer	Project Manager	Architect	Project Engineer (Civil)	Project Engineer (Structural)	Project Eng (M/P)
Loaded Hourly Rates	\$200.00	\$160.00	\$110.00	\$120.00	\$120.00	\$120.00
ITEM 1 - SITE VISIT AND DATA GATHERING	2	8	16	0	2	2
ITEM 2 - 90% CONSTRUCTION DOCUMENTS	4	16	60	8	24	16
ITEM 3 - 100% CONSTRUCTION DOCUMENTS	2	12	24	4	8	8
ITEM 4 - BUILDING PERMITTING AND BIDDING ASSISTANCE	0	8	8	2	2	2
Sub Total Staff Hours (A)	8	44	108	14	36	28
Sub Total - Amount by Job Classification (B)	\$1,600.00	\$7,040.00	\$11,880.00	\$1,680.00	\$4,320.00	\$3,360.00
Total Hours - All Items						
Total \$ - Sub (Geotechnical proposal attached)						
Total \$ - All Items						
<b>Total Fee (Total \$ All Tasks + Direct Expenses) (C)</b>						



GROUND FLOOR PLAN  
SHEET A-110

Room No.	Room Name	Area (sq. ft.)	Notes
101	OFFICE	100	
102	STORAGE	100	
103	BREAK ROOM	100	
104	KITCHEN	100	
105	RESTROOM	100	
106	OFFICE	100	
107	STORAGE	100	
108	BREAK ROOM	100	
109	KITCHEN	100	
110	RESTROOM	100	

Room No.	Room Name	Area (sq. ft.)	Notes
101	OFFICE	100	
102	STORAGE	100	
103	BREAK ROOM	100	
104	KITCHEN	100	
105	RESTROOM	100	
106	OFFICE	100	
107	STORAGE	100	
108	BREAK ROOM	100	
109	KITCHEN	100	
110	RESTROOM	100	

CONCRETE FLOOR FINISH SHALL BE POLISHED CONCRETE WITH 1/8" SAND FINISH. SEE SPECIFICATIONS FOR DETAILS.

MECHANICAL ROOM SHALL BE FINISHED WITH POLISHED CONCRETE FLOOR AND WALLS. SEE SPECIFICATIONS FOR DETAILS.



Geotechnical & Construction Materials  
Engineering, Testing, & Inspection  
Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

October 31, 2019

WGI, Inc.

Attn: Mr. Eric Luttmann

3111 W. Dr. Martin Luther King Jr. Boulevard/ Ste. 375

Tampa, FL 33607

Phone: 813.574.3190/ Cell: 727.656.6449/ Email: eric.luttmann@wginc.com

*Palm Beach County SBE*

*SFWMD SBE*

*Small Business Administration SBE*

*for Federal Projects*

Re: Proposal/Agreement for Geotechnical Exploration Services

Morgan Levy Park

5300 NW 102<sup>nd</sup> Avenue

Miami, FL 33178

Dear Mr. Luttmann:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per your email dated October 30, 2019 and review of the plans provided, we understand that plans for this project include constructing a single story 350 square foot addition to the existing clubhouse building at the referenced site. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

#### **SCOPE OF WORK**

We propose to perform one Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 20 feet in the area of the proposed addition.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

**FEE SCHEDULE**

The above-indicated scope of work will be performed for an estimated cost of \$1,914.00 based on the approved listed in Exhibit "B", City of Doral contracted rates:

Tech. site visit, boring layout, utility clearance	3 hrs. x \$63.00/ hr.	\$189.00
Mobilization of equipment/crew	1 @ \$350.00	\$350.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$250.00 (min)
Casing	Lump Sum	\$100.00
Soil classification/ laboratory analysis	Lump Sum	\$50.00
Project Engineer	6 hrs. x \$120.00/ hr.	\$720.00
Principal Engineer	1 hr. x \$200.00/hr.	\$200.00
Clerical/ Admin. for report preparation	1 hr. x \$55.00/ hr.	\$55.00

\*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%.

**Construction Materials Testing (as may be required):**

- Pile monitoring - \$65.00/hour
- Proctors - \$150.00/test
- Density tests - \$25.00/test (5 min/trip)
- Concrete cylinders - \$85.00/set
- Trip charge - \$50.00/ea. (if required)
- Bearing capacity completion letter - \$150.00
- Clerical/ Admin. - \$50.00/hour
- Principal Engineer - \$125.00/hour

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 50 years in South Florida and the Treasure Coast during which time we have worked on many similar projects. Our commitment to practical, cost effective solutions supported by responsive client services distinguishes our firm and enables us to solve your most demanding technical challenges. Another value-added component NE brings to your project is our staff of experienced professionals including geotechnical engineers, environmental specialists, field personnel who are certified and have been trained to provide a wide range of consulting services, and our dedicated administrative staff.

Our laboratory is checked annually by the Construction Materials Engineering Council (CMEC) and is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT).



Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. NEF can be reached 561-732-7200.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

Scott Ersland  
Division Manager

Richard C. Wohlfarth, P.E.  
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

**PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Morgan Levy Pk WGI 5300 NW 102 Ave Miami geo 10-31-19

**General Terms and Conditions**

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

Delivery - Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held

**WGI, Inc.**

**Morgan Levy Park geo**

**5300 NW 102<sup>nd</sup> Avenue, Miami, FL**

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responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

**Payment** - No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Insurance** - NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right-of-Entry** - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

**Damage to Existing Man-made Objects** - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

**Warranty and Limitation of Liability** - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

## **PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Indemnification** - Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Sampling or Testing Location** - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

**Sample Handling and Retention** - Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

**Force Majeure** - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

**Documents** - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE's reports for purposes of the current project. Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.

NE - General Contract Terms and Conditions May 2017

cc: Kristina Berryman – Business Development Manager  
Pavel Cruz – CMT Division Manager

Morgan Levy Pk WGI 5300 NW 102 Ave Miami geo 10-31-19

**RESOLUTION No. 19-294**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND WANTMAN GROUP, INC., TO PROCEED WITH PROFESSIONAL ENGINEERING SERVICES FOR THE PROVISION OF SURVEYING AND DESIGN OF PARK RENOVATIONS AT MORGAN LEVY PARK IN AN AMOUNT NOT TO EXCEED \$65,549.00; TO BE MADE AS PART OF THE GENERAL OBLIGATION PARKS BOND; 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**, the City of Doral (the "City") completed the Doral Parks System Master Plan in 2017 which showed the City is "underparked" based on state and national benchmarks; and

**WHEREAS**, with Doral's population projected to continue increasing into the foreseeable future, strategic improvements to existing parks and facilities will be necessary to maintain the quality of experience that Doral residents have come to expect; and

**WHEREAS**, on November 6, 2018, the General Obligation Parks Bond for \$150 million was passed in order to help fund the construction of high-priority park projects; and

**WHEREAS**, one of the projects under the Bond is for the renovation of the park building and site at Morgan Levy Park; and

**WHEREAS**, in order to develop procurement documents that would allow the City to advertise the project with accurate quantities and information the City has tasked Wantman Group, Inc. (WGI) with the design of the park renovations at Morgan Levy Park; and

**WHEREAS**, WGI, is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in November 2017; and

**WHEREAS**, City staff respectfully requests that the Mayor and City Council members approve Work Order No. 06 for WGI, a copy of which is attached hereto as Exhibit "A", for the provision of professional engineering services that include the topographic survey of Morgan Levy Park and the design of the additional building footprint improvements, on a time and material basis in an amount not to exceed \$65,549.00, and

**WHEREAS**, funds for these services will be allocated from the Park Bond Fund in Fiscal Year 2019-20 in account number 303.9000572.500650.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approval.** The Work Order between the City of Doral and Wantman Group, Inc. for the professional engineering services for the improvements proposed at the Morgan Levy Park, in an amount not to exceed of \$65,549.00, 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 Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 19 day of November, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

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

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY