

**WORK ORDER No. 3 FOR PROFESSIONAL SERVICES**

TO: Keith and Schnars, P.A.  
6500 N. Andrews Avenue  
Ft. Lauderdale, FL 33309  
(954) 776-1616

DATE: September 16, 2015

The City of Doral authorizes the firm of Keith and Schnars, P.A. to proceed with the provision of professional Construction Engineering Inspection (CEI) services for the construction of the NW 52 St (107-97 Ave) & NW 102 Ave (41-58 St) Resurfacing & Bicycle Lanes project. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between Keith and Schnars, P.A. and the City of Doral dated February 2, 2015, 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 from Keith and Schnars, P.A dated August 26, 2015 for Construction Engineering Inspection services on the project. The schedule requires the work to be performed within 210 calendar days. All limitations of time set forth in the 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 \$142,447.77.

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, 2015 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: Keith and Schnars, P.A.

BY: *Mark J. Moshier*  
NAME: Mark J. Moshier, PE  
TITLE: Vice President

OWNER: City of Doral  
BY: *Edward Rojas*  
NAME: Edward Rojas  
TITLE: City Manager

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

BY: *Olga Helman*  
NAME: WEISS, SEROTA, HELFMAN,  
COLE, & BIERMAN, PL  
TITLE: City Attorney

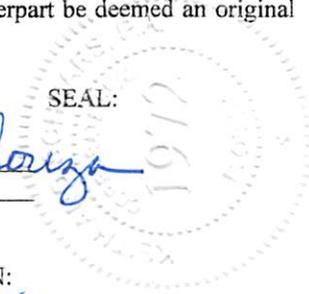
WITNESSES:

SEAL:

- 1. *Donna M. Souza*
- 2. *[Signature]*

AUTHENTICATION:

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





**KEITH and SCHNARS, P.A.**  
ENGINEERS, PLANNERS, SURVEYORS

August 25, 2015

**Jorge A. Gomez, P.E.**

*Chief of Engineering*

**City of Doral**

8401 NW 53<sup>rd</sup> Terrace, 2<sup>nd</sup> Floor

Doral, FL 33166

T: 305.593.6740 Ext. 6017 F: 305.593.6617

*Via Email: [Jorge.Gomez@CityofDoral.com](mailto:Jorge.Gomez@CityofDoral.com)*

**RE: Agreement for Professional Services**  
**Project Name: NW 102nd Avenue / NW 52<sup>nd</sup> Street, CEI Services**  
**Project Location: City of Doral, Florida**  
**Keith and Schnars Proposal No. P18193.GC, Work Order No. 3**

Dear Mr. Gomez:

In accordance with your request, this agreement between **Keith and Schnars, P.A.** ("CONSULTANT"), and **City of Doral** ("CLIENT") for professional services is submitted for your consideration and approval. CONSULTANT shall begin work upon receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed. The scope of services performed shall be in accordance with the terms and conditions of the Professional Services Agreement (General Engineering/Architectural Services) between the CLIENT and CONSULTANT.

## I. PURPOSE OF AGREEMENT/PROJECT DESCRIPTION

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CLIENT and to establish the contractual conditions between CONSULTANT and CLIENT with respect to the proposed services.

CONSULTANT is to provide Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for NW 102<sup>nd</sup> Ave. and NW 52<sup>nd</sup> Street Improvements. This agreement is based on Contract Plans prepared by David Plummer & Associates, Inc., titled "Bicycle Lanes and Milling & Resurfacing of NW 102 Avenue and NW 52 Street", dated 05/05/2015.

The improvements under this contract include: widening for bicycle lanes, milling and resurfacing, drainage improvements, hardscape, signing and pavement markings, and landscape. The construction contract and CEI services duration is estimated to be 9 months from the time of Notice to Proceed.

## II. SCOPE OF SERVICES

### Section 1: CEI Services

#### 1.01 Landscape CEI Services

CONSULTANT shall provide construction observation services related to tree relocations and planting plans to observe the quality of work and equipment in relationship to the approved construction documents. CONSULTANT shall visit the project site at intervals appropriate to various stages of construction, as

CONSULTANT deems necessary or per CLIENTS request. Consultant shall be available to visit plant nurseries to examine selected key plant species.

CONSULTANT'S fee for this service shall be billed on an hourly basis  
with an estimated budget of ..... \$12,918.33

### 1.02 Roadway/Hardscape CEI Services

The following outlines CONSULTANT'S responsibilities under this work authorization:

- It shall be the CONSULTANT'S responsibility to administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. Observe the Contractor's work to determine progress and quality of work. Identify deficiencies, report significant deficiencies and direct the contractor to correct them. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance to contract documents. Maintain detailed accurate records of the Contractor's daily operations and of any significant events that affect the work.
- Qualified Consultant employees shall monitor and inspect Contractor's Work Zone Traffic Control Plan and review any modifications to the plan.
- Perform sampling and field testing of component materials and completed work in accordance with construction contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform sampling and laboratory testing of materials and completed work items for verification and acceptance. Documentation and record keeping on sampling and testing shall be submitted to the CITY.
- Verify the contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- Analyze the Contractor's Schedule, revisions and updates for compliance with the contract documents, construction phasing and MOT sequences.
- Coordinate with all other public, private and/or governmental agencies activities involved in the completion of the construction project.
- Analyze problems that arise on the project and any proposals submitted by Contractor. Work to find resolutions to these issues and process the necessary documentation.
- Monitor, inspect and document utility construction for conformance with Utility Agency's Standards. Facilitate coordination and communication between utility agency's representatives, CITY Officials and the Contractor. Identify potential utility conflicts and assist in the resolution of utility issues.
- Produce reports, verify quantity calculations and field measure for payment to the Contractor and to prepare for the CITY accurate invoice and LAP Back-up documentation submittals to facilitate prompt processing by The Department of Transportation for timely reimbursement to the CITY.
- Ensure and monitor Construction Contract compliance with Equal Employment Opportunity (EEO), Disadvantage Business Enterprises (DBE) and Wage Rate special provisions, policies and procedures.

- Provide any other Local Agency Program (LAP) services to meet and comply with all FDOT/Federal requirements, provisions and specifications.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of .....\$129,529.44

(Refer to Exhibit "A" Fee Schedule for details).

**ADDITIONAL SERVICES**

If authorized in writing by the CITY as an amendment to this Task Order, the Consultant shall furnish, or obtain from others, Additional Services of the types listed in Article 5.3 of the Master Agreement. The CITY, as indicated in the Master Agreement, will pay for these services. No additional services shall be performed by the CONSULTANT without prior written authorization by the CITY and an Amendment for the Task Order or an additional Task Order.

CONSULTANT'S fees are based upon an assumed level of services necessary for completion of the task described. Additional and/or expanded scope could result in additional fees. These include additional presentations, meetings with community, research or collection of data other than what's readily available or described above.

**PERFORMANCE SCHEDULE**

The CONSULTANT shall perform the services identified in Tasks 1.01 and 1.02 assuming 270 working days from written Notice to Proceed. Duration of subsequent tasks is dependent upon performance of others, and can therefore only be estimated by CONSULTANT.

**METHOD OF COMPENSATION**

The services performed shall be billed on a monthly basis, on a time and material basis. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately. A fee schedule is included on Exhibit A.

**TERMS OF COMPENSATION**

Services shall be provided for the following amounts:

Task No	Task Title	Labor Fees		Total	Payment Method
		Consultant	Sub consultant		
1.01	Landscape CEI Services	\$12,918.33	n.a.	\$12,918.33	T&M
1.02	Roadway/Hardscape CEI Services	\$129,529.44	n.a.	\$129,529.44	T&M
<b>TOTAL</b>				<b>\$142,447.77</b>	

CITY CONTACTS

Requests for payments should be directed to City of Doral Accounts Payable **via e-mail to [Jorge.Gomez@CityofDoral.com](mailto:Jorge.Gomez@CityofDoral.com)**. Correspondence and submittals should be directed to the attention of **Jorge Gomez, P.E.** at the address shown below.

**City of Doral**  
8401 NW 53<sup>rd</sup> Terrace, 2<sup>nd</sup> Floor  
Doral, FL 33166  
T 305.593.6740 Ext. 6017

CONSULTANT CONTACTS

KEITH and SCHNARS, P.A.  
10305 N.W. 41st Street, Suite 112  
Miami, FL 33178  
Mark J. Moshier, P.E.  
mmoshier@ksfla.com  
Phone: 305-477-7769  
Fax: 305-477-4474

If you concur with the foregoing and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned.

We appreciate the opportunity to submit our proposal. Please contact me if you have any questions.

IN WITNESS WHEREOF, the CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT  
**KEITH and SCHNARS, P.A.**  
Engineers, Planners, Surveyors

As to CLIENT  
**CITY OF DORAL**

  
\_\_\_\_\_  
Mark Moshier, P.E.  
Vice President  
Dated: 8/31/15

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

*DAE*

**EXHIBIT A**

<b>Construction Inspection Anticipated Hours</b>											
9 Months anticipated project time frame											
Labor Category		Project Manager		Senior Engineer		Construction Insp A* and B*		Landscape Arch		Total Hours	Labor Cost (\$)
Avg. Hrs. Per Month		4		8		160		11			
Percent Utilization		1.10%		4.42%		88.40%		6.08%			
Hourly Rate		\$175.00		\$164.02		\$81.75		\$98.67			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1.01	Landscape CEI Services	18	\$3,150.00					99	\$9,768.33	117	\$12,918.33
1.02	Roadway/Hardscape CEI Services			72	\$11,809.44	1440	\$117,720.00			1,512	\$129,529.44
<b>Totals</b>		<b>18</b>	<b>\$3,150.00</b>	<b>72</b>	<b>\$11,809.44</b>	<b>1440</b>	<b>\$117,720.00</b>	<b>99</b>	<b>\$9,768.33</b>	<b>1,629</b>	<b>\$142,447.77</b>

A\* = 128 Avg. Hrs. per Month (Roadway Inspector; responsible for day to day field inspection and daily reports of all contractor construction operations)

B\* = 32 Avg. Hrs. per Month (Contract Support Specialist; responsible for EEO/DBE Compliance, Weekly estimates and monthly invoice package preparation for FDOT submittal.)

**RESOLUTION No. 15-181**

**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 KEITH AND SCHNARS, P.A., A CITY PREQUALIFIED VENDOR, FOR THE PROVISION OF CONSTRUCTION ENGINEERING INSPECTION SERVICES ON THE NW 52 STREET BETWEEN NW 107 AVENUE AND NW 97 AVENUE AND NW 102 AVENUE BETWEEN NW 41 STREET AND NW 58 STREET RESURFACING AND BICYCLE LANES PROJECT IN AN AMOUNT NOT EXCEED \$142,447.77; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") wishes to secure a firm to provide Construction Engineering Inspection services ("CEI Services") for the construction of the NW 52 St (107-97 Ave) & NW 102 Ave (41-58 St) Resurfacing & Bicycle Lanes project (Project); and

**WHEREAS**, Keith and Schnars, P.A. is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act requirements and approved by the City Council in December 2014; and

**WHEREAS**, staff recommends that the City Council approve the Work Order with Keith and Schnars, P.A., a copy of which is attached hereto as Exhibit "A" (the "Work Order"), for the provision of CEI Services for the construction of the Project in an amount not to exceed \$142,447.77.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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.** A Work Order between the City of Doral and Keith and Schnars, P.A., a city prequalified vendor, for the provision of construction engineering inspection services on the NW 52 Street between NW 107 Avenue and NW 97 avenue and NW 102 Avenue between NW 41 street and NW 58 street resurfacing and bicycle lanes project is approved in an amount not exceed \$142,447.77.

**Section 3. Authorization.** The City Manager is authorized to execute the Work Order and such other contractual documents as may be necessary to accomplish the Project, subject to approval by the City Attorney as to form and legal sufficiency.

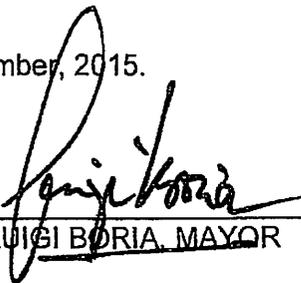
**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

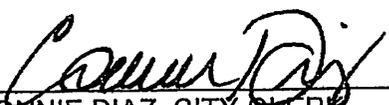
The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Fraga and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Absent/Excused

PASSED AND ADOPTED this 16 day of September, 2015.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

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

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

  
\_\_\_\_\_  
WEISS, SEROTA, HELEMAN, COLE, & BIERMANN, PL  
CITY ATTORNEY