WORK ORDER No. 5 FOR PROFESSIONAL SERVICES

TO: Keith and Schnars, P.A.

6500 N. Andrews Avenue Ft. Lauderdale, FL 33309 (954) 776-1616

DATE: August 9, 2016

The City of Doral authorizes the firm of Keith and Schnars, P.A. to proceed with the provision of professional design services and the development of construction plans for the landscape improvements within the Doral Boulevard median from NW 97 Avenue to the Palmetto Expressway Interchange. 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 23, 2015, and the attached Proposal 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 Keith and Schnars, P.A. dated July 3, 2017 for design services on the project. The schedule requires the work to be performed within 240 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 \$123,344.81.

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 23, 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.

CONSULTA	NT: Keith and Schnars, P.A.		WITNESSES:	SEAL:	
BY: NAME: TITLE:	BRUE BEED VICE PRESIDENT	1. 2.	Comille Det		
OWNER:	City of Doral		AUTHENTICATION:		
BY: NAME:	Edward Rojas	BY: NAME:	Comie Diaz	S. C.	
TITLE:	City Manager	TITLE:	City Clerk		
APPROVED AS TO FORM AND					
LEGAL SUFFICIENCY FOR THE SOLE USE					
OF THE CITY OF DORAL:					

BY: WEISS, SEROTA, HELFMAN, NAME:

COLE, & BIERMAN, PL City Attorney

TITLE:



July 5, 2017



Jorge A. Gomez, P.E.
Director of Public Works
City of Doral
8401 NW 53rd Terrace, 2nd Floor
Doral, FL 33166
T 305.593.6740 F 305.593.6617

Via Email: Jorge.Gomez@CityofDoral.com

RE: Agreement for Professional Services

Project Name: Landscape Plan for Doral Boulevard from NW 97th Avenue to SR 826

Project Location: City of Doral, Florida

Keith and Schnars Proposal No. P-18193.GC, Work Order No. X

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 shall provide Landscape Architectural, Engineering and Surveying services associated with preparing Conceptual, Planting, Irrigation and Lighting plans for the medians along Doral Boulevard from NW 97th Avenue to SR 826/Palmetto Expressway -- incorporating the concepts defined in the Doral Boulevard Street Beautification Master Plan. Plans shall reference Florida Department of Transportation Specifications.

Deliverables:

- 1. Conceptual Plan and Rendering;
- 2. 60% Construction Drawings;
- 3. 100% Construction Drawings; and
- 4. Opinion of Construction Costs (60% & 100%).

II. SCOPE OF SERVICES

CONSULTANT shall prepare development documents, final construction plans, and technical specifications as listed below.

SECTION 1: Concept Development

Task 1.1 Conceptual Plan Renderings

CONSULTANT shall prepare 1 conceptual rendering in plan view. Conceptual rendering will be based on the conceptual design described below showing one typical median. (1) 24x36 presentation board will be provided to the CLIENT depicting the conceptual plan rendering.

Revisions to this plan after work has started will be considered additional services.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of\$ 1,989.36

SECTION 2 – Design Phase

Task 2.1 <u>Tree Disposition/Relocation Plan</u>

CONSULTANT shall inventory existing plant material based on prepared survey described below. The Tree Disposition Plan will graphically depict existing trees. CONSULTANT shall also provide a site landscape tabulation table. CONSULTANT shall review the existing plans and provide a recommendation as to possible code deficiencies. Tree Disposition/Relocation plan will be based on the CONSULTANT coordination with Miami-Dade County. Up to 3 recipient sites. Recipient site base information provided by CLIENT.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of......\$ 9,902.12

Task 2.2 Planting Plans

CONSULTANT shall prepare a planting plan based on the Doral Boulevard Street Beautification Master Plan. Plans will graphically show plant species, locations, plant schedule, and planting and design details proposed within the limits of the medians.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of......\$ 26,970.03



Task 2.3 <u>Irrigation Design Plans</u>

CONSULTANT shall prepare an irrigation plan based on the planting plans previously described. The plan will show location of irrigation heads, pipes, controller, water source and/or pump locations. **CONSULTANT** shall meet with the City of Doral staff to obtain a list of preferred irrigation equipment.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of \$25,910.40

Task 2.4 Electrical Plans

SUB CONSULTANT will prepare a landscape lighting plan to include the following scope of work:

- 1. Initial site visit and review of project plans.
- 2. Request/coordinate electrical service for the project site from FPL.
- Lighting design for the up-lighting of trees within approximately 17 medians along approximately 2
 miles of Doral Blvd. The lighting design shall be in accordance with Illuminating Engineering Society
 standards and applicable local codes. Light fixtures will be selected in cooperation with the project
 team.
- 4. Electrical service and distribution design to provide power to the median lighting system(s) and an irrigation pump/controller in accordance with the National Electrical Code and applicable local codes.
- 5. Prepare AutoCAD drawings to describe the electrical service point(s), fixture locations, circuitry, and lighting details.
- 6. Attend one (1) design coordination meeting with Keith and Schnars and the Owner.

Task 2.5 Utility Coordination

CONSULTANT shall provide utility coordination for the project.

Initial Contacts - **CONSULTANT** shall furnish two (2) copies of the approved Concept plans (or prior) to each utility company located within the project limits. **CONSULTANT** shall then transfer to the plans the utility location information provided by the utility owners.

Coordination with Utility Companies - **CONSULTANT** will be responsible for providing technical data at a Utility Pre-Design Conference (60% plans) arranged by the **CONSULTANT**. The purpose will be to determine the effects the project has on existing and proposed facilities. This allows the utility representatives to provide input into the development of the planting plans. If required, this meeting is normally held soon after the 60% plans completion. Conflicts identified will be resolved. The existing utilities in the medians shall be shown on the plan sheets.



CONSULTANT'S fee for this :	service shall be billed on an	hourly basis with an e	stimated budget
of			\$ 8,040.00

Task 2.6 Maintenance of Traffic Plan

The **CONSULTANT** shall design a Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT.

Task 2.7 Water Use Permits

Based on the site acreage, the **CONSULTANT** anticipates preparing a general water use permit. Thus, submission requirements for an individual water use permit are not part of this agreement.

The **CONSULTANT** shall prepare and submit the general water use permit application to the South Florida Water Management District for the irrigation system described earlier with typical permit information. The CLIENT shall provide the **CONSULTANT** with the following:

- 1. Proof of property ownership documentation as required by the South Florida Water Management District.
- 2. All application, permit, and review related fees.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of\$ 2,474.04

Task 2.8 Meetings

Meetings with municipal plan reviewers, plan review committees, commission and CLIENT requested meetings will be invoiced on an hourly basis in accordance with our professional fee schedule.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of......\$ 7,016.75

Task 2.9 Specific Purpose Survey:

CONSULTANT will perform a Specific Purpose Survey of the medians in Doral Boulevard from NW 97th Avenue to the West side of the Palmetto Expressway (State Road 826). The approximate length of the Project Site is 11,000 linear feet, containing approximately 26 medians. Services include the location of



concrete, surface features of utilities, signs, limits of shrubbery, trees (including height, caliper, spread and species identification), and overhead wires. The East and West limits of driveways providing ingress / egress into properties along the North and South Right of Way with in the project limits will be located. Elevations are not included in this scope. The **CONSULTANT** shall field locate several fixed points that are in the provided survey information supplied by CLIENT as depicted in the Doral Boulevard Street Beautification Master Plan Concepts to align data obtained by the **CONSULTANT**.

All Survey work shall conform to the Standards of Practice as set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

CONSULTANT'S Lump Sum fee for this service shall be\$11,670.71

Task 2.10 Tree Preservation/Removal Permit

CONSULTANT shall prepare the tree preservation/removal schedule for the existing trees based on the tree survey, site, grading and planting plans for submission to Miami Dade County. **CONSULTANT** shall prepare a tree inventory using the tree survey. The tree preservation/removal schedule will be developed in conjunction with and shown on the planting plan. Trees requiring Commission approval and revisions after work has started will be additional services.

The CLIENT shall provide the **CONSULTANT** with the following:

- 1. Proof of ownership of property documentation as required by Miami Dade County.
- 2. All review related fees.
- 3. Additional information required by Miami Dade County.

CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of......\$ 3,918.72

Task 2.11 Inter-Local Agreement

CONSULTANT shall prepare and facilitate an inter-local agreement between the CLIENT and Miami Dade County.

The CLIENT shall provide the **CONSULTANT** with the following:

- 1. Proof of ownership of property documentation as required by Miami Dade County.
- 2. City Resolution for Maintenance and Maintenance funding for the Inter-local agreement
- 3. Additional information required by Miami Dade County.



CONSULTANT'S fee for this service shall be billed on an hourly basis with an estimated budget of......\$ 1,524.68

ADDITIONAL SERVICES

If authorized in writing by the CITY as an amendment to this Task Order, **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 **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.

METHOD OF COMPENSATION

The services performed shall be billed on a time and materials basis commensurate with extent of the task completed. Survey and Subconsultants services shall be billed as Lump Sum. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately.

(Remainder of this page intentionally left blank)



TERMS OF COMPENSATION

Services shall be provided for the following amounts:

	Task Title	Labor Fees				
Task No		Consultant	Sub consultant	Total		Payment Method
1.1	Conceptual Renderings	\$ 1,989.36		\$	1,989.36	T & M
2.1	Tree Disposition/Relocation Plan	\$ 9,902.12		\$	9,902.12	T & M
2.2	Planting Plans	\$ 26,970.03		\$	26,970.03	T & M
2.3	Irrigation Plans	\$ 25,910.40		\$	25,910.40	T & M
2.4	Electrical Plans		\$ 18,425.00	\$	18,425.00	Lump
2.5	Utility Coordination	\$ 8,040.00		\$	8,040.00	T & M
2.6	Maintenance of Traffic Plans	\$ 5,503.00	MOTOR COLUMN TO SERVICE STATE OF THE SERVICE STATE	\$	5,503.00	T & M
2.7	Water Use Permit	\$ 2,474.04		\$	2,474.04	T & M
2.8	Meetings	\$ 7,016.75		\$	7,016.75	T & M
2.9	Specific Purpose Survey	\$ 11,670.71		\$	11,670.71	Lump
2.10	MDC Tree Permit	\$ 3,918.72		\$	3,918.72	T & M
2.11	Inter-Local Agreement	\$ 1,524.68		\$	1,524.68	T & M
Total				\$	123,344.81	

CITY CONTACTS

Requests for payments should be directed to City of Doral Accounts Payable **via e-mail to** <u>Jorge.Gomez@CityofDoral.com</u>. Correspondence and submittals should be directed to the attention of **Jorge Gomez**, **P.E.** at the address shown below.

City of Doral

8401 NW 53rd Terrace, 2nd Floor Doral, FL 33166 T 305.593.6740 Ext. 6017

CONSULTANT CONTACTS

KEITH and SCHNARS, P.A.

6500 N. Andrews Avenue, Fort Lauderdale, FL 33309 Bruce Reed, R.L.A., ASLA breed@ksfla.com

Phone: 954-776-1616 Fax: 954-351-7643

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	
Bruce Reed, R.L.A., ASLA	Name:	
Vice President of Landscape Architecture	Title:	
Dated:	Dated:	



RESOLUTION No. 17-139

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. FOR THE PROVISION OF DESIGN SERVICES AND THE DEVELOPMENT OF CONSTRUCTION PLANS FOR THE LANDSCAPE IMPROVEMENTS TO THE DORAL BOULEVARD MEDIAN BETWEEN NW 97 AVENUE AND THE PALMETTO EXPRESSWAY INTERCHANGE IN AN AMOUNT NOT TO EXCEED \$123,344.81; RECOGNIZING THAT KEITH AND SCHNARS, P.A. IS A CITY OF DORAL PRE-QUALIFIED VENDOR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council passed resolution number 07-13 on March 14, 2007 adopting the Doral Boulevard Street Beautification Master Plan (Master Plan) attached as Exhibit "A"; and

WHEREAS, the City of Doral Public Works Department (PWD) wishes to secure a firm for the provision of design services and the development of construction plans for the landscape improvements conceptualized in the Master Plan for the median along NW 36 St/Doral Boulevard between NW 97 Avenue and the Palmetto Expressway; and

WHEREAS, The City of Doral PWD is currently finalizing the design and permitting for the landscaping improvements to the NW 36 Street/NW 41 Street/Doral Boulevard median between the Florida Turnpike and NW 97 Avenue and will be staring construction in the current fiscal year (2016-2017); and

WHEREAS, Keith and Schnars, P.A. 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 December 2014; and

WHEREAS, Staff respectfully requests that the City Council approve the Work Order with Keith and Schnars, P.A. for the provision of design services and the development of construction plans for the landscape improvements conceptualized in the Master Plan for the Doral Boulevard median between NW 97 Avenue and the Palmetto Expressway Interchange; in an amount not to exceed \$123,344.81.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

<u>Section 1.</u> 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 Keith and Schnars, P.A. for the provision of design services and the development of construction plans for the landscape improvements conceptualized in the Master Plan for the Doral Boulevard median between NW 97 Avenue and the Palmetto Expressway Interchange; in an amount not to exceed \$123,344.81, a copy which is attached hereto as Exhibit "B", is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the work order and expend budgeted funds on the behalf of the City.

<u>Section 4.</u> <u>Implementation.</u> 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.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall take effect immediately upon adoption.

Res. No. 17-139 Page **3** of **3**

The foregoing Resolution was offered by Councilmember Rodriguez 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	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 9 day of August, 2017.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

CONNIE DIAZ, CMC

CITY CLERK

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

WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.

CITY ATTORNEY