

**RESOLUTION No. 19-225**

**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 EAC CONSULTING, INC FOR THE PROVISION OF PROFESSIONAL SERVICES TO DESIGN THE NW 58 STREET CANAL OUTFALL FOR SUB BASIN H-5 AND NW 79 AVENUE, IN AN AMOUNT NOT TO EXCEED \$78,725.97; RECOGNIZING THAT EAC CONSULTING, INC 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 of Doral Public Works Department (PWD) wishes to secure a firm to provide professional services to design the NW 58 Street Canal Outfall for Sub Basin H-5 and NW 79<sup>th</sup> Ave; and

**WHEREAS**, the PWD requested a proposal from EAC Consulting, Inc, for the provision of professional services to design the NW 58 Street Canal Outfall for Sub Basin H-5 and NW 79<sup>th</sup> Ave.; and

**WHEREAS**, EAC Consulting, Inc is a pre-qualified 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. 05 for EAC Consulting, Inc, a copy of which is attached hereto as Exhibit "A", for the provision of professional services to design the NW 58 Street Canal Outfall for Sub Basin H-5 and NW 79 Ave. on a time and material basis in an amount not to exceed \$78,725.97.

**NOW, THEREFORE, BE IT RESOLVED BY THE 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.** Work Order No. 05 for of professional services to design the NW 58 Street Canal Outfall for Sub Basin H-5 and NW 79 Ave., in an amount not to exceed \$78,725.97, a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, 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.

**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.

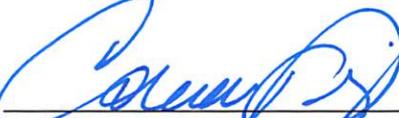
The foregoing Resolution was offered by Councilmember Cabral who moved its adoption. The motion was seconded by Vice Mayor Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 11 day of September, 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

# EXHIBIT “A”

**WORK ORDER No. 5 FOR PROFESSIONAL SERVICES**

TO: EAC Consulting Inc.  
5959 Blue Lagoon Drive, Suite 410  
Miami, Florida 33126  
(305) 265-5400

DATE: September 11, 2019

The City of Doral authorizes the firm of EAC Consulting Inc. to provide professional engineering design services for the design of the NW 58<sup>th</sup> Street Outfall to service Sub Basin H-5 located east of NW 79<sup>th</sup> Avenue. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between EAC Consulting Inc. and the City of Doral dated February 26, 2018, 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 EAC Consulting Inc. dated July 2, 2019 for the design of the NW 58<sup>th</sup> Street Outfall to service Sub Basin H-5 located east of NW 79<sup>th</sup> Avenue. The schedule requires the scoped of work to be completed within 5 months of Notice to Proceed. 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 \$78,725.97.

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 26, 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: EAC Consulting Inc.

WITNESSES:

SEAL:

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

OWNER: City of Doral

AUTHENTICATION:

BY: \_\_\_\_\_  
NAME: Albert P. Childress  
TITLE: City Manager

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



August 30, 2019

Ms. Stephanie Bortz, CFM  
Stormwater Utility Manager  
City of Doral Public Works Department  
8401 NW 53 Terrace  
Doral, FL 33166

**Re: Continuing Professional Services Final Agreement - RFQ # 2017-21  
Sub-Basin H-5 – New Outfall**

EAC Consulting, Inc. respectfully submits this fee proposal to the City of Doral (City) to provide roadway drainage design (closed drainage system), consisting of drainage trunkline pipe to interconnect the existing French drain systems within the H-5 sub-basin via a proposed drainage outfall to the NW 58<sup>th</sup> Street Canal. The approximate length of the proposed trunkline is 2,000 linear feet (LF).

The following sub-consultants, selected as part of our team under RFQ #2017-21 will support our services on this project:

- Hadonne Corporation – Surveying and Subsurface Utility Engineering Services
- Professional Services Industries (PSI) – Geotechnical Engineering

### **PROJECT UNDERSTANDING**

In 2014, the City prepared a Stormwater Master Plan, which identified Sub-Basin H-5 as the City's #2 priority sub-basin. It is our understanding that during storm events, the streets within the referenced drainage sub-basin flood, which causes an inconvenience to businesses within the area.

As part of ongoing efforts to reduce flooding within the basin, the City is executing a two-phased design approach. Recently, King Engineering completed design plans and permitting for the "Basin H-5 Drainage Improvements" Project, which involved the installation of over 2,000 LF of French drain, and associated pipes and structures. In addition to this effort, King Engineering also prepared an "Outfall Feasibility Study" Technical Memorandum, to document the permissibility of the proposed new outfall.

The City has requested that EAC prepare a proposal to prepare construction documents and permit applications for the proposed new outfall designed by King Engineering, in accordance with Miami-Dade County Standards.

Please refer to Appendix A for a figure including a graphical representation of the project team's understanding of the proposed work.

### **SCOPE OF SERVICES**

The following items are included in the scope of work:

1. The EAC project team will perform an on-site field survey and investigation to become familiar with the sites and determine any above-ground features that may conflict with the proposed

- drainage design.
2. We will coordinate with Sunshine 811 to determine the types of utilities and the Utility Agency Owners (UAO) that are contained within each roadway corridor.
  3. A Topographical Survey within the Right-of-Way will be performed to identify all above ground topographical features as well as to determine any accessible information on underground features/utilities and their associated sizes and inverts, such as sanitary sewers and storm drains.
  4. Geotechnical explorations will be in the form of three (3) SPT borings along the alignment of the proposed trunkline in order to determine the existing pavement section for pavement restoration purposes and existing soil conditions for the placement of pipe and drainage structures.
  5. Subsurface Utility Engineering (SUE) will be performed to verify the horizontal and vertical location of potentially conflicting utilities. This information will be used to avoid utility conflicts to the greatest extent practical. We have budgeted a total of fifteen (15) test holes for this project as an optional service.
  6. Drainage and Roadway Restoration plans will be prepared in accordance with Miami-County requirements.
  7. The EAC project team will request any and all utility information or as-built information from the City regarding the projects site.
  8. It is anticipated that permitting for the proposed improvements will involve the Miami-Dade County Regulatory and Economic Resource Department (MD-RER) and the City of Doral's Public Work Department only.
  9. One (1) set of construction documents will be developed and submitted to the City for review at the 30%, 90%, and 100% milestones.
  10. Only one (1) consolidated set of comments will be provided by the City to EAC for each milestone submittal.

#### **LIST OF SCOPE ACTIVITIES**

##### **TASK 1 – TOPOGRAPHICAL SURVEY SERVICES**

Please see Appendix C for Survey Scope of Work and associated Fees from Hadonne Corporation

##### **TASK 2 – SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES**

Please see Appendix C for Survey Scope of Work and associated Fees from Hadonne Corporation

##### **TASK 3 – GEOTECHNICAL SERVICES**

Please see Appendix D for Geotechnical Scope of Work and associated Fees from PSI

##### **TASK 4 – ROADWAY ANALYSIS**

EAC will perform a site visit to become familiar with the site and to identify above ground features and areas of concern that could result in potential conflicts with the proposed design.

EAC will develop and coordinate base reference files for plan sheets, including existing utilities, survey, and surface elevations (DTM/TIN files).

EAC will develop and coordinate proposed base reference files for plan sheets, including proposed drainage layout, erosion control plans, and roadway restoration plans.

EAC will prepare a list of specifications per FDOT Standards based on the proposed improvements and submit for review by the City.

EAC will prepare quantities and a cost estimate utilizing FDOT pay items and historical item unit costs based on FDOT's Office of Estimates Historical Cost information.

Please see Appendix B for a staff-hour breakdown for this task.

#### **TASK 5 – ROADWAY PLANS**

EAC will prepare roadway/drainage plans (plan and profile) depicting the proposed new interconnecting trunkline alignment (horizontal and vertical) and new outfall to the 58<sup>th</sup> Street Canal.

EAC will prepare roadway restoration plans, including trench restoration work and signing and pavement markings restoration.

Please see Appendix B for a staff-hour breakdown for this task.

#### **TASK 6a – DRAINAGE ANALYSIS**

EAC will utilize the existing survey base files and the approximate locations of all existing utilities provided by UAOs to develop a layout of the proposed trunkline pipe and outfall system for the project site. Potentially conflicting utilities will be identified and coordinated with the City, as sites for possible SUE verification.

EAC will also verify all calculations and modeling information prepared by King Engineering for the Basin H-5 Feasibility Study, in order to assume responsibility as Engineer of Record for all project documents submitted to jurisdictional agencies.

Please see Appendix B for a staff-hour breakdown for this task.

#### **TASK 6b – DRAINAGE PLANS**

EAC will prepare drainage plans, including drainage maps, drainage structure sheets, and drainage details to detail the proposed overflow structure and backflow prevention device.

EAC will prepare a site specific stormwater pollution prevention plan (SWPPP) and an erosion control plan as required by agencies having jurisdiction.

Please see Appendix B for a staff-hour breakdown for this task.

#### **TASK 7 – UTILITIES**

EAC will coordinate with all UAOs and request information on their existing utilities within the project corridor. Said utilities will be incorporated into the survey base files for design coordination purposes.

Please see Appendix B for a staff-hour breakdown for this task.

#### **TASK 8 – PERMITTING**

EAC will coordinate with the applicable permitting agencies on the proposed design concept to

determine the submission requirements to obtain permits for construction.

EAC will incorporate the comments from the City's 30% Review and will proceed with performing Permitting Services. It is anticipated that only two (2) agencies will be required to provide permits and/or approvals. These agencies are as follows:

1. Miami-Dade County Regulatory and Economic Resource Department (MD-RER)
2. City of Doral Public Work Department

Please see Appendix B for a staff-hour breakdown for this task.

### **PROPOSAL ASSUMPTIONS AND EXCLUSIONS:**

- Any services other than the services listed above will require a supplemental service authorization.
- Optional Pipe Materials is not included in this proposal. It is assumed that proposed drainage pipes will match the same material (HDPE) as the Basin H-5 Drainage Improvements Project, prepared by King Engineering.
- The City will provide any and all utility information or as-built information from the City regarding the projects site.
- This project is assumed to be a single-phase project and will therefore be developed as a single package. Project phasing efforts are not included in this proposal.
- This proposal includes efforts to design a closed drainage pipe system (trunkline) and a new outfall as the only drainage solution. No design efforts associated with French drains, drainage wells, stormwater pump stations, etc. are included in this proposal.
- It is assumed that all traffic control devices including pavement markings on the referenced project sites meet current code. If not, then it will be the City's responsibility to perform the necessary activities meet current traffic control codes. This proposal assumes that affected traffic control devices, including striping will be restored to existing conditions only.
- It is assumed that the Contractor will be responsible for developing MOT Plans for submission and approval to the City to facilitate the safe construction of the project site.
- It is assumed that utilities that lie within the roadway corridor are there by permit and that relocation, if required will be taken care of by their owners. This proposal does not include the design of utilities to be relocated to accommodate the proposed work or coordination with UAOs regarding relocation work schedules.
- No permit fees are included in this proposal. If permit fees are required, the City will provide EAC with a check to pay all permit fees on the City's behalf.
- No Bid and Award services are included in this proposal. It is assumed that the City will be responsible for issuing bid documents, receiving bids from prospective contractors, perform bid analyses and select a contractor based on the City established policies and procedures for the award of construction projects.
- No Phase 1 or Phase II Environmental Assessments are included in this proposal
- No Construction Administration, Construction Observation or CEI services are included in this proposal.
- No post design services, including shop drawing reviews, requests for information, contractor pay application reviews, change order reviews, post design meetings, etc. are included in this proposal.
- No lighting, signalization, roadway improvements, right-of-way improvements are included in this proposal.

- No public involvement services are included in this proposal.
- Depending on information provided by the City, the project's scope may be reduced.

## **DELIVERABLES**

### **30% Deliverables:**

- 30% Construction Plans
  - Cover Sheet
  - General Notes/Construction Notes
  - Drainage Plans (Plan)
- Drainage Calculations Verification (Verify Basin H-5 Outfall Feasibility Study)
- Preliminary Cost Estimate

### **90% Deliverables:**

- 90% Construction Plans
  - Cover Sheet
  - General Notes/Construction Notes
  - Summary of Drainage Structures
  - Drainage Plans (Plan and Profile)
  - Project-Specific Drainage Details (FDOT Standard Details included by reference only)
  - Stormwater Pollution Prevention Plan
  - Roadway Restoration Plans
    - (FDOT Standard Details included by reference only)
  - Signing and Pavement Restoration Plans
    - (FDOT Standard Details included by reference only)
- Drainage Calculations Verification / Technical Memorandum
- 90% Specifications List (Reference FDOT Standard Specifications for Road & Bridge Construction)
- 90% Cost Estimate

### **100% Deliverables:**

- 100% Construction Plans
  - Cover Sheet
  - General Notes/Construction Notes
  - Summary of Drainage Structures
  - Drainage Plans (Plan and Profile)
  - Project-Specific Drainage Details (FDOT Standard Details included by reference only)
  - Stormwater Pollution Prevention Plan
  - Roadway Restoration Plans
    - (FDOT Standard Details included by reference only)
  - Signing and Pavement Restoration Plans
    - (FDOT Standard Details included by reference only)
- Drainage Calculations Verification / Technical Memorandum
- Final Specifications List (Reference FDOT Standard Specifications for Road & Bridge Construction)
- Final Cost Estimate
- 2 Signed and Sealed Sets of Construction Documents

**SCHEDULE**

EAC is committed to perform the referenced work in an expeditious manner to meet a schedule that is mutually agreed to by EAC and the City. As requested by the City, the project’s schedule will be to complete design and permits within six (6) months. Once given notice to proceed, EAC will provide the City with a Gantt Chart Schedule to monitor project progress.

It is anticipated that the City will perform a single review at the 30% design milestone and will meet with EAC subsequent to their review and provide one (1) set of consolidated comments.

EAC will incorporate the comments from the City’s 30% review and will proceed with the development of 90% Construction Documents. EAC will submit 30% Construction Documents to all UAOs, advising them of the proposed drainage improvements and providing them with another opportunity to identify any potentially conflicting utilities.

**COMPENSATION**

The fees for professional services were developed in accordance with the billing rates established between EAC Consulting, Inc. and the City of Doral under the referenced agreement. Our lump sum fee proposal breakdown is as follows:

<b>Major Task Name and/or Part Description</b>	<b>Fee Amount</b>
<b>Professional Services:</b>	
TASK 1 – TOPOGRAPHICAL SURVEY	\$10,880.00
TASK 2 – SUBSURFACE UTILITY ENGINEERING (SUE) [OPTIONAL SERVICE]	\$10,590.00
TASK 3 – GEOTECHNICAL SERVICES	\$2,350.00
<b>Sub-Total [SURVEY &amp; GEOTECHNICAL SERVICES] (T&amp;M)</b>	<b>\$23,820.00</b>
TASK 4 – ROADWAY ANALYSIS	\$5,137.65
TASK 5 – ROADWAY PLANS	\$9,161.04
TASK 6a – DRAINAGE ANALYSIS	\$16,230.27
TASK 6b – DRAINAGE PLANS	\$10,322.34
TASK 7 – UTILITIES	\$4,580.52
TASK 8 – PERMITTING	\$9,474.15
<b>Sub-Total [ENGINEERING &amp; PERMITTING SERVICES] (T&amp;M)</b>	<b>\$54,905.97</b>
Reimbursables	\$0.00
<b>GRAND TOTAL (NTE)</b>	<b>\$78,725.97</b>

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope. If the above fee proposal and the terms above are acceptable to you, please provide us with a work authorization so we may begin work.

We look forward to our continued services to the City of Doral.

Sincerely,  
EAC Consulting, Inc.



Darren Dyer P.E.  
Drainage Engineer/Project Manager

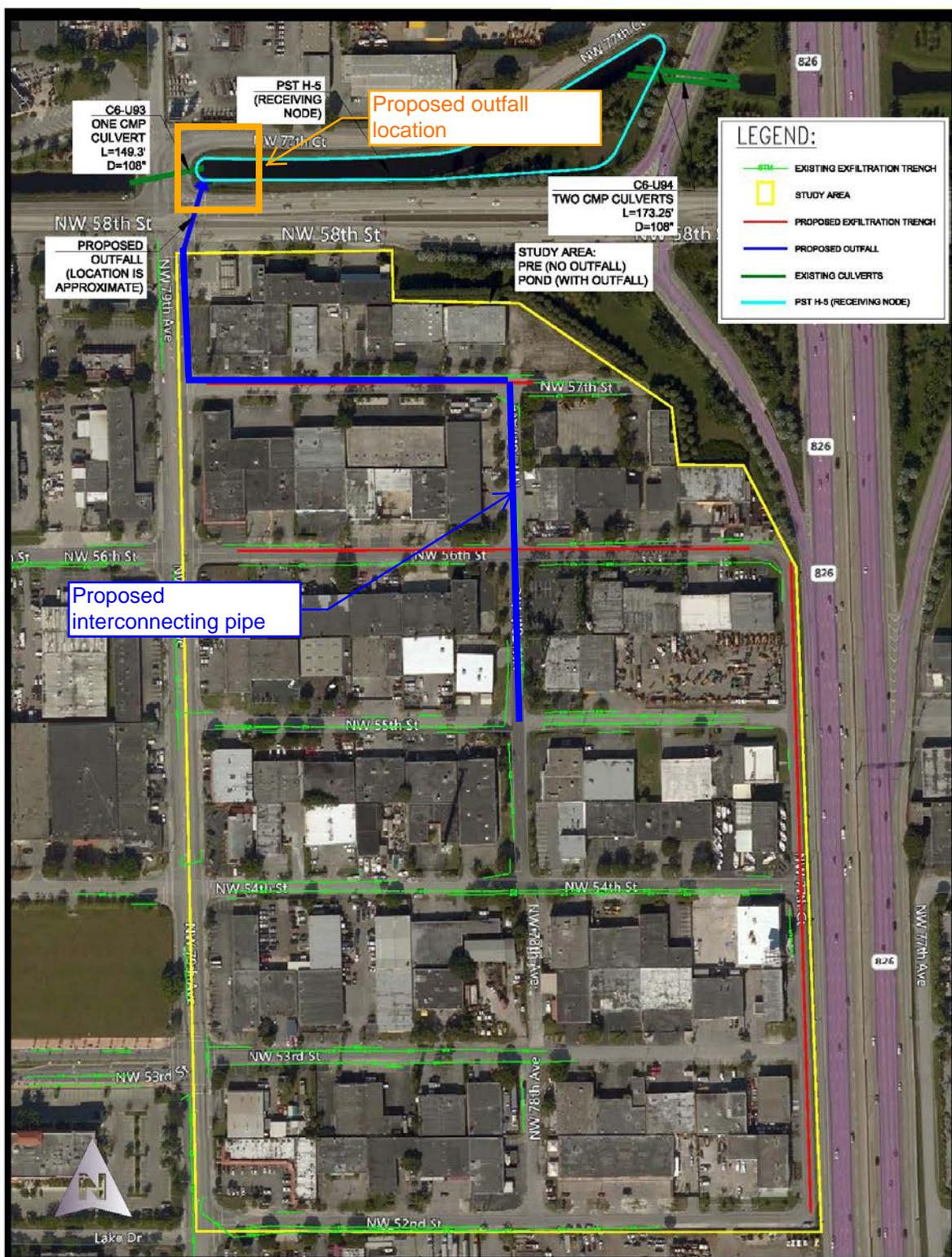
cc: Huntley Higgins, P.E.; Michael Adeife, P.E.; Contracts File

Attached:           Appendix A – Project Understanding Exhibit  
                          Appendix B – EAC Consulting, Inc. Fee Proposal  
                          Appendix C – Hadonne Corporation Fee Proposal  
                          Appendix D – PSI (Professional Services Industries) Fee Proposal

APPENDIX A – PROJECT UNDERSTANDING EXHIBIT



Figure ES-1. Basin H-5 Existing and Proposed Stormwater Infrastructure



APPENDIX B – EAC CONSULTING, INC. FEE PROPOSAL

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: Sub-Basin H-5 New Outfall  
 County: Miami-Dade  
 FPN: RFQ # 2017-21  
 FAP No.: N/A

Consultant Name: EAC Consulting  
 Consultant No.: 17077.WW01-00  
 Date: 8/28/2019  
 Estimator: D. Dyer

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Project Engineer	Cadd Technician	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$161.70	\$182.28	\$136.71	\$99.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	44	2	2	15	24	0	0	0	0	0	0	0	0	43	\$5,137.65	\$119.48
5. Roadway Plans	80	4	4	16	56	0	0	0	0	0	0	0	0	80	\$9,161.04	\$114.51
6a. Drainage Analysis	134	7	7	47	74	0	0	0	0	0	0	0	0	135	\$16,230.27	\$120.22
6b. Drainage Plans	86	4	4	34	43	0	0	0	0	0	0	0	0	85	\$10,322.34	\$121.44
7. Utilities	40	2	2	8	28	0	0	0	0	0	0	0	0	40	\$4,580.52	\$114.51
8. Environmental Permits, Compliance & Clearances	70	4	4	49	14	0	0	0	0	0	0	0	0	71	\$9,474.15	\$133.44
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	454	23	23	169	239	0	0	0	0	0	0	0	0	454		
<b>Total Staff Cost</b>		\$3,719.10	\$4,192.44	\$23,103.99	\$23,890.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$54,905.97	\$120.94

Survey Field Days by Subconsultant  
 4 - Person Crew:

- Notes:  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.  
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			Check = \$54,905.97	\$54,905.97
OVERHEAD:		0%		\$0.00
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$54,905.97</b>
Subconsultant:	Hadone - Survey			\$10,880.00
Subconsultant:	Hadone - SUE (Optional Service)			\$10,590.00
Subconsultant:	PSI - Geotech			\$2,350.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$78,725.97</b>
Geotechnical Field and Lab Testing				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$78,725.97</b>
Optional Services	[see above]			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>				<b>\$78,725.97</b>

**Project Activity 4: Roadway Analysis**

Estimator: D. Dyer

Sub-Basin H-5 New Outfall

RFQ # 2017-21

Representing	Print Name	Signature / Date
City of Doral		
EAC Consulting, Inc.		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	N/A
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	0	0	N/A
4.4	Cross-Slope Correction	LS	1	0	0	N/A
4.5	Horizontal /Vertical Master Design Files	LS	1	24	24	All efforts required for establishing the master design files for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets. Includes efforts required to place labels and required information in master design file. Also includes all engineering work for designing and analyzing elements required for the plan/profile geometries including horizontal/vertical alignments, utilities, etc. Includes time for EOR to develop utility conflict information.  Lower Range Projects: 200-280 hours up to first mile - assume low-lower range
4.6	Access Management	LS	1	0	0	N/A
4.7	Roundabout Evaluation	LS	1	0	0	N/A
4.8	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.9	Cross Section Design Files	LS	1	0	0	N/A
4.10	Traffic Control Analysis	LS	1	0	0	N/A
4.11	Master TTCP Design Files	LS	1	0	0	N/A
4.12	Selective Clearing and Grubbing (a)	LS	1	0	0	N/A
4.12	Selective Clearing and Grubbing (b)	LS	1	0	0	N/A
4.12	Selective Clearing and Grubbing ©	LS	1	0	0	N/A
4.13	Tree Disposition Plan	LS	1	0	0	N/A
4.14	Design Variations and Exceptions	LS	1	0	0	N/A

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.15	Design Report	LS	1	0	0	N/A
4.16	Quantities	LS	1	16	16	Includes all work required to determine the quantities for placement in the various summary of quantities sheets and boxes, preparing the supporting documentation, and estimating construction days when required. Assume low range.
4.17	Cost Estimate	LS	1	0	0	See 6a - Drainage Analysis
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	See 6a - Drainage Analysis
4.19	Other Roadway Analyses	LS	1	0	0	N/A
<b>Roadway Analysis Technical Subtotal</b>					<b>40</b>	

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	See 6a - Drainage Analysis
4.21	Monitor Existing Structures	LS	1	0	0	N/A
4.22	Technical Meetings	LS	1	0	0	Meetings are listed under permitting activity.
4.23	Quality Assurance/Quality Control	LS	%	5%	2	
4.24	Independent Peer Review	LS	%	0%	0	N/A
4.25	Supervision	LS	%	5%	2	
<b>Roadway Analysis Nontechnical Subtotal</b>					<b>4</b>	
4.26	Coordination	LS	%	0%	0	See 6a - Drainage Analysis
<b>4. Roadway Analysis Total</b>					<b>44</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	0	0	0			0
30/60/90/100% Comment Review Meetings	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
<b>Subtotal Technical Meetings</b>				<b>0</b>		<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
<b>Total Meetings</b>				<b>0</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 4.17

Carries to Tab 3

**Project Activity 5: Roadway Plans**

Estimator: D. Dyer

Sub-Basin H-5 New Outfall  
RFQ # 2017-21

Representing	Print Name	Signature / Date
City of Doral		
EAC Consulting, Inc.		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	4	Assume low range.
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	N/A
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	0	0	0	N/A
5.3.2	Typical Section Details		EA	0	0	0	N/A
5.4	General Notes/Pay Item Notes		Sheet	1	8	8	Assume low range.
5.5	Summary of Quantities Sheets		Sheet	0	0	0	N/A
5.6	Project Layout		Sheet	0	0	0	N/A
5.7	Plan/Profile Sheet		Sheet	10	4	40	Assume 5 sheets - Show proposed trunkline, interconnecting pipe, outfall. Plan & Profile = 5x2=10, assume low range.
5.8	Profile Sheet		Sheet	0	0	0	N/A
5.9	Plan Sheet		Sheet	3	4	12	Assume 3 sheets (double-paned)- Plan view only - Show roadway & pavement marking restoration.
5.10	Special Profile		Sheet	0	0	0	N/A
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.12	Interchange Layout Sheet		Sheet	0	0	0	N/A
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.14	Intersection Layout Details		Sheet	0	0	0	N/A
5.15	Special Details		EA	0	0	0	N/A
5.16	Cross-Section Pattern Sheet(s)		Sheet	0	0	0	N/A

**Project Activity 5: Roadway Plans**

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.17	Roadway Soil Survey Sheet(s)		Sheet	0	0	0	N/A
5.18	Cross Sections		EA	0	0	0	N/A
5.19	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	N/A
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	N/A
5.21	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	N/A
5.22	Utility Adjustment Sheets		Sheet	0	0	0	N/A - assume avoid all utility conflicts & design around them.
5.23	Selective Clearing and Grubbing Sheet(s)						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.24	Tree Disposition Sheet(s)						
5.24.1	Tree Disposition Plan Sheet(s)		Sheet	0	0	0	N/A
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	N/A
5.25	Project Network Control Sheet(s)		Sheet	1	8	8	Assume low range.
5.26	Environmental Detail Sheets		Sheet	0	0	0	N/A
5.27	Utility Verification Sheet(s) (SUE Data)		Sheet	0	0	0	N/A
<b>Roadway Plans Technical Subtotal</b>						<b>72</b>	
5.28	Quality Assurance/Quality Control		LS	%	5%	4	
5.29	Supervision		LS	%	5%	4	
<b>5. Roadway Plans Total</b>						<b>80</b>	

**Project Activity 6a: Drainage Analysis**

Estimator: D. Dyer

Sub-Basin H-5 New Outfall

RFQ # 2017-21

Representing	Print Name	Signature / Date
City of Doral		
EAC Consulting, Inc.		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	1	8	8	Assume 1 Drainage Map - 200 scale, low range. Review existing drainage maps & studies. Verify contributing drainage area to interconnecting pipe & outfall in order to ensure pipe diameter is sufficient.
6a.2	Base Clearance Calculations	Per Location	0	0	0	N/A
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A
6a.4	Design of Cross Drains	EA	0	0	0	N/A
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	N/A
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	N/A
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	N/A
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	N/A
6a.9	Design of Storm Drains	EA	12	2.5	30	Assume approximately 1,800 LF of project interconnection pipe length (from NW 55th St to NW 58th St), with manholes every 300 LF for maintenance access = 1800/300 = 6 manholes, plus 1 endwall, 1 control structure at outfall = 8 structures total. Add 4 manholes to compensate for potential pipe conflicts. Assume 12 structures total. Assume medium-high range difficulty based on existing utilities.
6a.10	Optional Culvert Material	EA	0	0.15	0	N/A - Assume proposed pipe material is the same as Basin H-5 Update plans (HDPE)
6a.11	French Drain Systems	Per Cell	0	0	0	N/A
6a.11.a	Existing French Drain Systems	Per Cell	0	0	0	N/A
6a.12	Drainage Wells	EA	0	0	0	N/A
6a.13	Drainage Design Documentation Report	LS	1	24	24	Assume low-to-medium range. Prepare drainage report for permit, referencing H-5 Outfall feasibility study & City of Doral Stormwater Master Plan.
6a.14	Bridge Hydraulic Report	EA	0	0	0	N/A

**Project Activity 6a: Drainage Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	N/A
6a.16	Cost Estimate	LS	1	8	8	Prepare cost estimate - assume medium range
6a.17	Technical Special Provisions and Modified Special Provisions	LS	1	8	8	Coordinate & prepare TSP for backflow prevention device upstream of outfall pipe.
6a.18	Hydroplaning Analysis	LS	1	0	0	N/A
6a.19	Existing Permit Analysis	LS	1	8	8	Review existing DERM & SFWMD permits.
6a.20	Other Drainage Analysis	LS	1	24	24	EOR to verify existing Outfall Feasibility Study prepared by King Engineering for consistency, since it will become a part of the permit package.
<b>Drainage Analysis Technical Subtotal</b>					<b>110</b>	
6a.21	Field Reviews	LS	1	4	4	1 field review / 1 person, 2 hours field review, 1 hour travel time (total), 1 hour to prepare field report = 4 hours.
6a.22	Technical Meetings	LS	1	2	2	Permitting related meetings are listed under permitting activity.
6a.23	Environmental Look-Around (ELA) Meeting	LS	1	0	0	N/A
6a.24	Quality Assurance/Quality Control	LS	%	5%	6	
6a.25	Independent Peer Review	LS	%	0%	0	N/A
6a.26	Supervision	LS	%	5%	6	
<b>Drainage Analysis Nontechnical Subtotal</b>					<b>18</b>	
6a.27	Coordination	LS	%	5%	6	Coordination with Miami-Dade County for design of the NW 58th Street improvements.
<b>6a. Drainage Analysis Total</b>					<b>134</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	1	2	2	Meeting with the City of Doral to discuss 30% Submittal review comments, includes travel time.		0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
<b>Subtotal Technical Meetings</b>				<b>2</b>			<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
<b>Total Meetings</b>				<b>2</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 6.19

Carries to Tab 3

**6b. Drainage Plans**

Estimator: D. Dyer

Sub-Basin H-5 New Outfall  
RFQ # 2017-21

Representing	Print Name	Signature / Date
City of Doral		
EAC Consulting, Inc.		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	1	24	24	Assume low-medium range effort.
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	N/A
6b.3	Summary of Drainage Structures		Sheet	0	0	0	N/A
6b.4	Optional Pipe/Culvert Material		Sheet	0	0	0	N/A
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	12	2	24	Assume medium range effort.
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	1	16	16	Drainage details for control structure & backflow prevention device, assume low-medium range.
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	N/A
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	N/A
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	0	0	0	N/A
6b.10	Retention Pond Cross Sections		EA	0	0	0	N/A
6b.11	Erosion Control Plan Sheet(s)		Sheet	1	6	6	Prepare sheet for outfall construction @ 58th Street Canal. Assume high range.
6b.12	SWPPP Sheet(s)		Sheet	2	4	8	SWPPP Narrative - assume medium range.
<b>Drainage Plans Technical Subtotal</b>						<b>78</b>	
6b.13	Quality Assurance/Quality Control		LS	%	5%	4	
6b.14	Supervision		LS	%	5%	4	
<b>6. Drainage Plans Total</b>						<b>86</b>	

**Project Activity 7: Utilities**

Estimator: D. Dyer

Sub-Basin H-5 New Outfall  
RFQ # 2017-21

Representing	Print Name	Signature / Date
City of Doral		
EAC Consulting, Inc.		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	0	0	N/A
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	1	8	8	Lump Sum based on 4 to 24 hours depending on the project length type and complexities. Includes Research Time (office and field time) and travel time if applicable. Identify all utilities in the corridor; existing plans and surveys provided. Identification shall include type, size, capacity (transmission or distribution for gas or power), owner Contact Sunshine 811 and perform a field visit. Assume low range.
7.3	Make Utility Contacts	LS	1	8	8	Prepare and send a utility contact package including a letter and a set of plans to each utility. Request type, size, location, easements, etc. Assume low range - 1 hr per utility, assume 8 utilities.
7.4	Exception Processing	LS	1	0	0	N/A
7.5	Preliminary Utility Meeting	LS	1	0	0	N/A
7.6	Individual/Field Meetings	LS	1	0	0	N/A
7.7	Collect and Review Plans and Data from UAO(s)	LS	8	2	16	Estimate 1 to 4 hours per utility depending on the complexity of the project and number of contacts made. Review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Assume low range, 2 hr per utility, assume 8 utilities.
7.8	Subordination of Easements Coordination	LS	1	0	0	N/A
7.9	Utility Design Meeting	LS	1	0	0	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0	N/A
7.11	Utility Coordination/Followup	LS	8	0.5	4	Estimate 0.5 hours per utility to follow-up & verify information. Assume low range, 0.5 hr per utility, assume 8 utilities.
7.12	Utility Constructability Review	LS	1	0	0	

**Project Activity 7: Utilities**

7.13	Additional Utility Services	LS	1	0	0	N/A
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	N/A
7.15	Contract Plans to UAO(s)	LS	8	0.5	4	Estimate 0.5 hours per utility for final verification. Assume low range, 0.5 hr per utility, assume 8 utilities.
7.16	Certification/Close-Out	LS	1	0	0	N/A
7.17	Other Utilities	LS	1	0	0	N/A
<b>7. Utilities Total</b>					<b>40</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0			0
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	0	0	0			0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
<b>Total Meetings</b>				<b>0</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to Tab 3

**Project Activity 8: Environmental Permits**

Estimator: D. Dyer

Sub-Basin H-5 New Outfall

RFQ # 2017-21

Representing	Print Name	Signature / Date
City of Doral		
EAC Consulting, Inc.		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Environmental Permits, Compliances and Clearances</b>						
8.1	Preliminary Project Research	LS	1	8	8	Review existing studies - City of Doral Stormwater Master Plan (SWMP) & Basin H-5 Technical Memorandum.
<b>Permits</b>						
8.2	<b>Field Work</b>					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	N/A
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	N/A
8.2.3	Species Surveys	LS	1	0	0	N/A
8.3	Agency Verification of Wetland Data	LS	1	0	0	N/A
8.4	<b>Complete And Submit All Required Permit Applications</b>					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	24	24	Includes completion of application (i.e. ERP, Section 404), relevant minor attachments (i.e. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), and cover letter with project description. Includes response to agency Requests for Additional Information (RAIs), including necessary revisions to applicable attachments. Includes applications submitted to Miami-Dade RER, SFWMD and/or DEP. Miami-Dade RER Class II, SFWMD ERP Assume medium range.
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	N/A
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	N/A
8.6	Prepare USCG Permit Application	LS	1	0	0	N/A

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	24	24	A completed package which shows the staging areas, maintenance access, and all permanent items (i.e., guardrail, light posts, landscape, drainage structures, etc.) to remain in Agency R/W. Prepared as per agency criteria. Miami-Dade RER Class III Permit application Assume high range for new pipe connection to existing canal.
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.9	Prepare Tree Permit Information	LS	1	0	0	N/A
8.10	Compensatory Mitigation Plan	LS	1	0	0	N/A
8.11	Mitigation Coordination and Meetings	LS	1	0	0	N/A
8.12	Other Environmental Permits	LS	1	0	0	N/A
<b>Environmental Clearances/Reevaluations</b>						
8.13	<b>Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)</b>					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.13.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.13.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	N/A
8.13.5	Protected Speices and Habitat Impact Analysis	LS	1	0	0	N/A
8.14	<b>Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)</b>					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	N/A
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	N/A
8.15	Contamination Impact Analysis	LS	1	0	0	N/A
8.16	Asbestos Survey	LS	1	0	0	N/A

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal</b>					<b>56</b>	
8.17	Technical Meetings	LS	1	8	8	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	5%	3	
8.19	Supervision	LS	%	5%	3	
<b>Environmental Permits, Compliance and Clearances Nontechnical Subtotal</b>					<b>14</b>	
8.20	Coordination	LS	%	0%	0	
<b>8. Environmental Permits, Compliance and Clearances Total</b>					<b>70</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	1	4	4	Assume 1 meeting with SFWMD, 1 person - includes meeting minutes		0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	1	4	4	Assume 1 meeting with Miami-Dade RER, 1 person - includes meeting minutes		0
<b>Subtotal Technical Meetings</b>				<b>8</b>	<b>Subtotal Project Manager Meetings</b>		<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
<b>Total Meetings</b>				<b>8</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 8.18

Carries to Tab 3

APPENDIX C – HADONNE CORPORATION FEE PROPOSAL



**PROPOSAL / AGREEMENT**

Wednesday, August 28, 2019

**SENT VIA:** ddyer@eacconsult.com

**Submitted to:**

Darren Dyer, P.E.

**EAC Consulting, Inc**

5959 Blue Lagoon Drive, Suite 410  
Miami, FL 33126

**About:**

Surveying Services for the project within the City of Doral.

Dear Mr. Dyer:

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project. **HADONNE (HC)** is pleased to submit the following proposal for your consideration:

**Scope of Services:**

Perform a Topographic Survey from need right-of-way to right-of-way of the area outlined on the attached Exhibit "A"

**As an optional Service:** Perform up to 15 Verification of Vertical and Horizontal test holes (VVH)

**Deliverables:**

Three signed and sealed copies of the resulting Map of Topographic Survey.

**Time of Completion:**

We have estimated Two calendar weeks to submit a preliminary survey and three weeks for the final submittal.

**Project area, length, Size and location:**

See attached (**Exhibit "A"**).

**Schedule of Fees:**

	<b>Rate</b>	<b>Qty</b>	<b>Sub-Total</b>
Survey Field Crew (8 HR Day)	1,200.00 Per Day	5	\$6,000.00
CADD Technician	65.00 Per Hour	40	\$2,600.00
Survey Technician	90.00 Per Hour	10	\$ 900.00
Senior Surveyor & Mapper	130.00 Per Hour	6	\$ 780.00
Surveyor & Mapper	100.00 Per Hour	6	\$ 600.00
			<b>Subtotal Surveying Services: \$10,880.00</b>
Perform 15 test Holes	350.00 Per Test Hole	15	\$5,250.00
Survey Field Crew (8 HR Day)	1,200.00 Per Day	4	\$4,800.00
Survey Technician	90.00 Per Hour	6	\$ 540.00
			<b>Subtotal Optional Services: \$10,590.00</b>

**Year 2019 hourly Rates (loaded hourly rates):**

Survey Field Crew (8 HR Day)	\$1,200.00 per Day
CADD Technician	\$65.00 per Hour
Survey Technician	\$90.00 per Hour
Senior Surveyor & Mapper	\$130.00 per Hour
Surveyor & Mapper	\$100.00 per Hour
EM Locating Crew	\$120.00 per Hour
Two Man GPR and Locating Crew	\$200.00 per Hour

**TERMS AND CONDITIONS PROVIDED BELOW SHALL BE DEEMED INTEGRATED INTO OUR AGREEMENT AS IF FULLY SET FORTH THEREIN**

**QUALIFICATIONS:** County and / or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J17-05 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response if so required and an additional charge will apply per HC's hourly rates for calendar year 2019, which are set forth in the "Estimate Fee" section of this Proposal. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate any and all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require a 24-hour, prior written notice before field work can be performed. This notice should be sent via email to HC.

**SUBSURFACE UTILITY ENGINEERING:** Client shall be aware that GPR Technology is not 100% accurate. Depending on factors such as and not limited to soil type, soil moisture, size of underground utility, type of underground utility, depth of underground utilities; some utilities may not be detected by GPR. GPR will detect the presence of the utility but not the type. HC will do its best to identify the type of utility, but it may occur that some detected utility remain unidentified. Area to be located with GPR should be clean without mayor vegetation, debris or any structure that may prevent the use of the equipment. Cleaning, removing of debris or vegetation is not included in this proposal.

**PAYMENTS TERMS:** Payment is due for HC's completion of each task UPON RECEIPT of HC's Invoices. It is understood that this agreement is between HC and the Client. HC's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by HC. HC's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms, and HC's Standard Terms and Conditions (collectively the "Contract"), which is attached and incorporated by reference as if fully set forth here. The Client's signature shall also constitute a notice for HC to proceed with its Scope of Services. In the event HC is required to enforce any terms of the Contract, Client agrees to pay to HC all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that HC's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client actually pays to HADONNE CORP. Both HC and the Client may terminate this Proposal after ten (10) days written notice, and upon Client's payment to HC of all outstanding fees and expenses incurred by HC through the date of such written notice.

By signing below, I APPROVE AND ACCEPT this letter as a legal contract and read and agree to the payment terms as set forth above.

**By:** \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or printed name) Title: \_\_\_\_\_

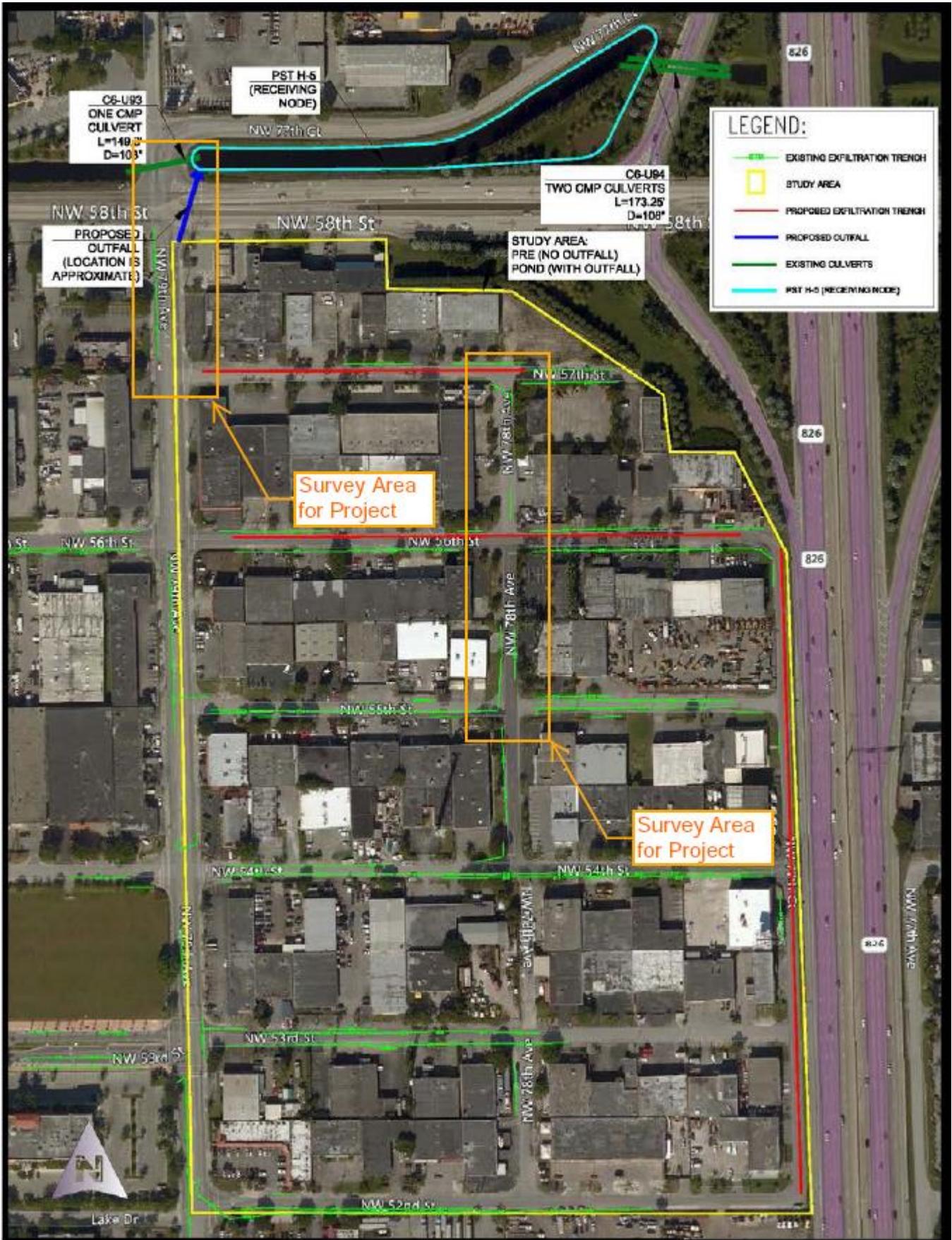
I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything, we can do to be of service in this or any other matter, please do not hesitate to call me directly at +1(305) 266-1188.

Respectfully,



**Abraham Hadad, PSM** / President

EXHIBIT "A"



APPENDIX D – PSI (PROFESSIONAL SERVICES INDUSTRIES) FEE PROPOSAL



7950 NW 64<sup>th</sup> Street  
Miami, FL 33166  
phone: 305.471.7725  
fax: 305.593.1915  
intertek.com/building  
psiusa.com

August 20, 2019

**EAC CONSULTING, INC**

5959 Blue Lagoon Dr, Suite 410  
Miami, Florida 33126

To: Mr. Darren Dyer, P.E.  
Drainage Engineer / Project Manager

Re: Proposal for Geotechnical Engineering Services  
**City of Doral Drainage Improvements (Basin H-5)**  
Southwest Quadrant of the SR 826 & NW 58<sup>th</sup> St Interchange  
Doral, Florida  
PSI Proposal No.: 0397-284985

---

Dear Mr. Dyer:

**Professional Service Industries, Inc. (PSI), an Intertek Company**, is pleased to submit this proposal to complete a geotechnical engineering study for the above-referenced project. Included herein is our understanding of the project, our scope of services, fee estimate and anticipated schedule to complete our services.

### **PROJECT INFORMATION**

Based on the information received with your Request for Proposal (RFP) of July 24<sup>th</sup>, 2019, we understand the proposed project involves various improvements to the drainage infrastructure within the southwest quadrant of the State Road 826 and Northwest 58<sup>th</sup> Street Interchange in the City of Doral, Florida. The project zone is bounded by Northwest 58<sup>th</sup> Street (north), Northwest 52<sup>nd</sup> Street (south), Northwest 79<sup>th</sup> Avenue (west) and by State Road 826 (east).

The proposed improvements include a new outfall structure to be located at the water canal just north of Northwest 58<sup>th</sup> Street and two new Corrugated Metal Pipe (CMP) culverts. We further understand the proposed improvements will encompass a new trunkline along Northwest 78<sup>th</sup> Avenue. The trunkline will extend from Northwest 58<sup>th</sup> Street to Northwest 52<sup>nd</sup> Street (approximately 2,000 feet long) and interconnect existing French drain systems within the business district that comprises the H-5 basin of the city.

Please note that maintenance of traffic (MOT) will be required for this project. Should any of the noted details be inconsistent, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

### **SCOPE OF SERVICES**

PSI proposes to drill and sample a total of three (3) SPT borings to depths of approximately 15 feet; two (2) along Northwest 78<sup>th</sup> Avenue (spaced about 1,000 feet apart) and one (1) at the proposed outfall location of the water canal just north of Northwest 58<sup>th</sup> Street. Please note the locations of the borings will ultimately depend on underground/overhead utility clearance and/or accessibility.

The borings will be performed with a drill rig using mud rotary drilling procedures. Samples of the in-place materials will be recovered with a standard split barrel sample spoon driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test will be performed in general accordance with ASTM D1586).

PSI will locate the borings in the field by estimating distances from existing features identified on the plans provided. The boring locations should be considered approximate unless verified by a licensed land surveyor. At each SPT boring location, PSI will sample nearly continuously for the upper 10 feet, then at 5-foot intervals thereafter. Encountered groundwater depths during drilling will be documented as part of the explorations.

Underground utility clearance will be required prior to commencing our drilling operations. Therefore, PSI will contact "Sunshine One-Call" Service to obtain underground public utility clearance. Upon completion of our fieldwork, the boreholes will be backfilled with excavated soil/rock, the surface patched with commercially available cold mix asphalt and the work areas generally cleaned.

### **ENGINEERING/REPORTING**

A geotechnical engineer will review the soil samples and representative samples will be tested for physical properties such as gradation, moisture content and organic content, if deemed necessary. The results of our services will be transmitted in a report which will specifically contain information listed below:

1. A plan of the project area showing the approximate testing locations.
2. Logs of the exploratory borings, which will include the USCS soil classification and groundwater levels noted at the time of drilling.
3. Recommendations for shallow foundation systems including allowable soil/rock bearing capacity.
4. Groundwater level depth noted in our boring at the time of drilling.

### **EXCLUSIONS**

Project services proposed herein are conventional in nature and do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials. Nor do these services lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminant amplification in buildings. Please be aware that mold is abundant in nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold cannot be completely eliminated. These issues may only be addressed under a separate proposal and authorization.

Florida is underlain by a soluble limestone formation, which can dissolve, resulting subsidence of overlying soils and the formation of sinkholes. An evaluation of a site to estimate the relative potential for sinkhole development is not currently included in the Scope of Services for this project, but can be added if desired, at an additional cost.



---

## SCHEDULE AND FEES

Our study can begin one (1) day after we receive authorization to proceed. We will start drilling after underground utilities have been located and identified, which typically requires three (3) to four (4) business days. Assuming favorable weather conditions and uninterrupted access, the field services should require about one (1) day to complete. The written report of the subsurface exploration and engineering evaluation will be available within five (5) business days following the field demobilization. Based on our schedule at the time of the preparation of this proposal, we estimate that our study will be completed within three (3) weeks from your notice to proceed.

Based on our general knowledge of the subsurface conditions near the proposed project site and our understanding of your requirements, we propose to complete the subsurface exploration and geotechnical engineering evaluation described in this proposal for a lump sum fee of **\$2,350.00**. The geotechnical services proposed herein will be carried out in accordance with our **General Conditions** attached hereto.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. This estimated fee assumes the proposed boring plan and depths will be adequate to support the design and construction. Should conditions be encountered which require deepening borings or additional exploration, we will notify you to discuss modifying the outlined scope of services. Additional work beyond the estimated fee will not be performed without your prior authorization.

## CLOSURE

PSI appreciates your consideration of our firm for this project. To formally authorize us, kindly indicate so by returning a signed copy of our proposal or by issuing us a sub-agreement. We look forward to working with you on this project. In the event that you have any questions or if you require additional information, please do not hesitate to contact us.

Respectfully Submitted,

### PROFESSIONAL SERVICE INDUSTRIES, INC.

Certificate of Authorization No: 3684

Daniel Gonzalez, E.I.  
Staff Engineer

Lloyd T. Lasher, Jr., P.E.  
Principal Consultant

Attachment: General Conditions



<b>AUTHORIZED BY:</b>	<b>INVOICE TO:</b>
Signature	Firm
Name	Address
Title	
Date	Attention



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (“PSI”) shall include said company or its particular division, subsidiary or affiliate performing the work. “Work” means the specific service to be performed by PSI as set forth in PSI’s proposal, Client’s acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. “Client” refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client’s intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI’s work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI’s proposal, Client’s acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI’s work, shall constitute acceptance of the terms of PSI’s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI’s recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI’s recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney’s fees in the event that all such tests and inspections are not so performed or PSI’s recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney’s fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI’s proposal and Client’s acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT’S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney’s fees as a result of personal injury, death or property damage occurring with respect to PSI’s performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI’s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI’s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client’s contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor’s work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI’s report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI’s estimate based on information provided by Client and PSI’s experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI’s cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney’s fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics’ lien, or any provision conditioning PSI’s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

## GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.