



**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
TINDALE OLIVER  
FOR  
GENERAL PLANNING AND ZONING CONSULTING SERVICES**

**THIS AGREEMENT** is made between **TINDALE OLIVER** a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for **GENERAL PLANNING AND ZONING CONSULTING SERVICES TO BE PROVIDED** (the "Project"); and

**WHEREAS**, the City desires to engage the Consultant to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**
  - 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services.
  - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City. The Scope of Work is included in this PSA as Exhibit A. Scope of services will be quote or statement of work detailing goods and/or services to be provided.
2. **Term/Commencement Date.**
  - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through March 30<sup>th</sup>, 2020, with two (2), one (1) year renewals for a total of five (5) years, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of

this Agreement up to an additional 180 days by written notice to the Consultant.

- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in the following manner:
- A lump annual sum amount of \$ 70,000 regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Billing for services shall be monthly and be based upon the percent complete. The bill[s] shall identify the services completed and the amount charged.
  - On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$\_\_\_\_\_, without the prior written approval of the City. Consultant shall submit its bills on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit B. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees

and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement and directly attributable to the Consultant's negligent acts, errors & omissions. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to the Consultants negligent acts, errors & omissions. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.  
City Attorney  
Weiss Serota Helfman  
Cole & Bierman, P.L.  
2525 Ponce De Leon Boulevard, 7<sup>th</sup> Floor  
Coral Gables, FL 33134

For The Consultant: Ginger Corless, AICP  
Principal-In-Charge/Principal Planner  
6301 NW 5<sup>th</sup> Way  
Fort Lauderdale, Florida 33309

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of

termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts

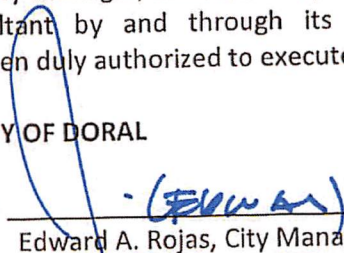
24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its Principle-In Charge/Principle Planner, whose representative has been duly authorized to execute same.

Attest:

  
\_\_\_\_\_  
Connie Diaz, City Clerk

CITY OF DORAL

By:   
\_\_\_\_\_  
Edward A. Rojas, City Manager

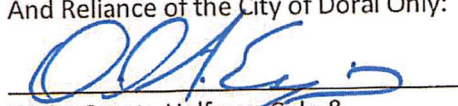
Date: 5.16.17

CONSULTANT

By:   
\_\_\_\_\_  
Its: Steve Tindale, CEO

Date: 5/16/17

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Weiss Serota Helfman Cole &  
Bierman, PL  
City Attorney





**SCOPE OF SERVICES**

**FOR**

**CITY OF DORAL  
HOUSING MASTER PLAN  
MAY 17, 2017**

## **A. SUMMARY AND BACKGROUND**

The City of Doral Planning and Zoning Department has engaged Tindale Oliver to develop a scope of work and budget for the development of a Housing Master Plan (Housing Plan). This document includes a detailed scope of services and fee table for the project.

## **B. PROJECT PURPOSE AND DESCRIPTION**

### **Project Purpose**

The City of Doral has recognized there is a shortage of workforce housing in the community, and seeks to create an environment where the private sector can provide housing units that are attainable for workers in the community who currently must commute from other areas in Miami-Dade County.

As a first step to address this issue, the City of Doral adopted and implemented a Workforce Housing Density Bonus (WHDB) program that creates a development incentive for providing workforce housing units, which are defined as those affordable to households with an annual income between 65% and 140% of the Area Median Income (AMI).

Per City Ordinance 2017-07 (Second Reading May 24, 2017), a moratorium was placed on the Workforce Housing Program. The purpose of this moratorium was to allow the City an opportunity to develop a Housing Master Plan to evaluate housing stock and needs, analyze legislated mandates, and propose policies to address workforce housing and other related local housing issues. Following the completion of the study described within this scope of work, the City of Doral will begin plan implementation which may include amendments to the Comprehensive Plan and Land Development Code.

### **Project Description**

The process to draft the Housing Plan will include the following five general steps:

- Review of the City's planning framework which at a minimum will included the Comprehensive Plan, Land Development Code, and Transportation Master Plan among other documents.
- Completion of a literature review of relevant documents and research related to the demand for, and provision of workforce housing.
- Data collection, mapping and analysis of existing demographics, land use/development, taxable value, and transportation infrastructure.
- Mapping and analysis of projected land use changes and demographic growth expected over the next 10-20 years.
- Development of policy recommendations regarding the number of workforce housing units provided within the City of Doral.

The completed Housing Plan and associated data and analysis will serve as a guide for City Planning and Zoning staff to implement a comprehensive housing program supportive of the development of a diversity of housing types that will allow households at a variety of income levels to live and work in Doral.

## **C. PROJECT SCOPE AND TIMELINE**

The scope of work described within this document contains all the necessary steps needed to prepare the Housing Plan. The project is organized into three major components, each covering a different topic area. The ongoing support of City staff will be essential to ensure successful completion of the Housing Plan, and specific staff responsibilities are identified where appropriate.

### **Part 1: Assessment and Analysis**

Part 1 will include the assessment of existing conditions, recent planning efforts, and the analysis of data related to land development and housing within the City.

#### **Task 1.1 Plan Assessment and Review**

This includes the collection and review of existing planning documents that have been adopted by the City. The purpose of this review will be to gain an understanding of the existing policy/regulatory framework in place within Doral, as well as the vision and goals that the City is trying to achieve as they relate to land use and housing. Following the completion of this assessment, a matrix will be developed generally summarizing the existing planning documents, and how they relate to the provision of workforce housing.

*City Staff Role: Staff will provide current versions of requested plan documents.*

#### **Task 1.2 Policy and Literature Review**

This includes the review of existing legislation that affects the provision of affordable/workforce housing and the completion of a literature review of recent studies focused on the demand and provision of workforce housing. In determining which documents to review, special attention will be given to local case studies that will provide approaches appropriate for policy and regulatory constraints that exist within Doral.

*City Staff Role: Staff will provide guidance on any articles or case studies that they would like considered as part of the literature review.*

#### **Task 1.3 Existing Conditions Mapping and Analysis**

This includes data collection and the development of an existing conditions mapset and comprehensive database that will be used to complete an analysis of existing

housing stock and potential development within Doral. The maps and associated analysis will, at a minimum, include the following:

- Demographics and socioeconomic data
- Existing Land Use
- Zoning
- Future Land Use
- Approved Development (location and approved entitlements)
- Existing housing stock characteristics (type, age, size, assessed value)
- Property tax valuation trends
- Transportation system and level of service

*City Staff Role: Staff will provide GIS and other pertinent data in a timely fashion. Staff will also provide GIS analysis support as needed.*

#### **Task 1.4 Future Conditions Analysis**

Building upon the data analysis completed in Task 1.3, this task will include the refinement of land use and demographic projections to better understand the development pressures and land use needs that can be expected in the coming years. The analysis will contain the following elements:

- Population projections based on trends, the adopted comprehensive plan, recent Census data, and the adopted Long Range Transportation Plan (LRTP).
- Buildout analysis utilizing the currently adopted Future Land Use Map (FLUM). This analysis will include an estimate of the total potential housing units available under the existing future land use categories to identify the overall potential for growth and workforce housing in the city.

The analysis completed as part of this task will be essential to developing the policy recommendations discussed elsewhere in this report.

*City Staff Role: Staff will provide guidance and review as the buildout analysis is developed.*

#### **Task 1.5 Deliverable 1: Existing Conditions and Trends Analysis**

Following the completion of Task 1.1-1.4, a summary memorandum will be completed for staff review. Once staff provides comments the edited memorandum will be finalized, and will serve as the basis for the development of targeted recommendations.

*City Staff Role: Staff will provide a review/edit of Deliverable 1 within 2 weeks of receipt.*

## **Part 2: Development of a Housing Action Plan**

Part 2 will include the development of a multi-faceted Housing Action Plan that will address the housing issues and needs identified during Part 1 of the scope of work.

### **Task 2.1 Vision, Guiding Principles, and Goals and Strategies**

Working closely with staff, the Housing Advisory Committee, and utilizing input received during the stakeholder interviews, a vision and guiding principles for the Housing Plan will be developed. Once these have been reviewed by staff, a draft set of goals and strategies will be developed for further review.

### **Task 2.2 Implementation Toolkit**

Following the completion of the Vision, Guiding Principles, and Goals and Strategies in Task 2.1, an implementation toolkit will be developed that identifies potential policy and regulatory changes as well as and infrastructure investments that can be made to encourage the development of workforce housing. Additionally, this section will also address potential funding sources that should be considered to assist in implementation. The tools will be identified through the research completed in Part 1 of the project. This section is meant to summarize a variety of available tools, with the recommendations in Section 2.3 below prioritizing which tools should be used to best meet the needs of Doral.

### **Task 2.3 Plan Recommendations**

This task will include the development of specific, actionable recommendations for implementation. These recommendations will build upon the data and analysis completed in Part 1 and the Vision, Goals, and Strategies developed in Task 2.1. The recommendations will utilize the implementation tools identified in Task 2.2 as appropriate to the Doral context. This task will also include the development of a prioritization matrix.

### **Task 2.4 Draft Plan Development**

Following the completion of Task 2.3, a draft Housing Plan report will be completed for review by staff. This document will present background data in a succinct and clear manner, with appendices included for further research/documentation. Staff will provide comments on the draft document, and Tindale Oliver will provide a response to comments document with a revised plan.

*City Staff Role: Staff will provide review/comment on the draft plan within two weeks of receipt.*

## Task 2.5 Final Plan

Tindale Oliver will provide one revision to the draft plan to address any comments that may be received during the approval process. After the Housing Plan is finalized, a CD containing the plan document and all background information along with five print copies will be produced for staff use.

## Part 3: Public Involvement

The public involvement process described in this section provides for different approaches that will engage a variety of community members in the development of the Housing Plan.

### Task 3.1 Stakeholder Interviews

In order to gather additional perspectives, a series of stakeholder interviews will be held. These interviews will be conducted in small groups and last approximately 1 hour each. This task includes a total of four small group meetings, each of which should include 3-4 individuals and be organized by topic area. Tindale Oliver will prepare a set of questions prior to interview and submit to the City for review and refinement. Tindale Oliver will facilitate and document each interview. Interviews will be held in person if scheduled during time periods when other project activities are being conducted (e.g. public workshops). Otherwise, interviews will be held on the phone. Stakeholders chosen for these interviews should bring unique perspectives to build upon those gathered during other meetings/workshops.

*City Staff Role: Staff will be responsible for identifying/confirming stakeholders and scheduling the in-person small group interviews. It is expected that staff will provide a meeting space for the interviews. If some of the allotted interviews need to be completed by phone, staff will coordinate with Tindale Oliver and the interviewee to schedule an appropriate time.*

### Task 3.2 Project Coordination Calls

A maximum of six coordination calls will be held to discuss project progress. Following each meeting, Tindale Oliver will provide a brief email summary.

### Task 3.3 Public Workshops

There will be one public workshop during the project. This workshop will be held early in the project process and will include an introduction to the project, and opportunities for participants to provide their feedback on issues/opportunities for providing workforce housing. There will be two staff members present from the Tindale Oliver Team to manage the workshop.

The second public workshop will be held late in the project timeline (estimated November 2017), and include an opportunity for participants to provide feedback on the draft plan recommendations. There will be two staff members present from the Tindale Oliver Team to manage the workshop.

*Staff Role: Staff will provide assistance in selecting the workshop date, reserve an appropriate room, provide necessary AV equipment, and complete required advertising. Staff will also be in attendance to help manage the workshop.*

**Task 3.4 City Council Presentation**

City Council will be given a presentation of the final Housing Plan recommendations

**Project Timeline:**

Project initiation phase must be completed by December 31, 2017

**Preliminary Visit Schedule:**

The proposed preliminary project schedule is in the table below:

Team Visits	Meeting Goals	Tentative Schedule
Visit #1 (2 days)	<ul style="list-style-type: none"> <li>Staff Coordination Meeting</li> <li>Stakeholder Interviews</li> <li>Fieldwork Documentation</li> </ul>	First week of June 2017
Visit #2 (2 days)	<ul style="list-style-type: none"> <li>Public Workshop #1</li> <li>Staff Coordination Meeting</li> </ul>	Second week of July 2017
Visit #3 (1 day)	<ul style="list-style-type: none"> <li>Public Workshop #2</li> </ul>	Second week of November 2017
Visit #4 (1 day)	<ul style="list-style-type: none"> <li>City Council Presentation</li> </ul>	December 2017

**D. BUDGET**

The proposed budget for the scope of work is listed in the table below:

<b>Doral Housing Master Plan BUDGET - May 17, 2017</b>		
TASK DESCRIPTION	Total Task Hours	Cost by Task
1.0 Assessment and Analysis	232.00	\$23,194.70
2.0 Development of a Housing Action Plan	278.00	\$30,252.70
3.0 Public Involvement	125.00	\$16,531.96
<b>Grand Totals</b>	<b>635.00</b>	<b>\$69,979.36</b>

# Exhibit B

Client#: 1048400

TINDAOLI1

**ACORD™**

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

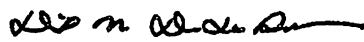
<b>PRODUCER</b> USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Cas. Co.</td> <td>25674</td> </tr> <tr> <td>INSURER B: Commerce &amp; Industry Insurance</td> <td>19410</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety</td> <td>31194</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E: Travelers Indemnity Company</td> <td>25682</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Cas. Co.	25674	INSURER B: Commerce & Industry Insurance	19410	INSURER C: Travelers Casualty and Surety	31194	INSURER D: XL Specialty Insurance Company	37885	INSURER E: Travelers Indemnity Company	25682	INSURER F:
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INSURER D: XL Specialty Insurance Company	37885													
INSURER E: Travelers Indemnity Company	25682													
INSURER F:														
<b>INSURED</b> Tindale-Oliver & Associates, Inc. 1000 N Ashley Dr., Suite 400 Tampa, FL 33602														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6807H273337	02/24/2017	02/24/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA8130L506	02/24/2017	02/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0	X	X	BE096059640	02/24/2017	02/24/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB7082Y317	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9913242	04/20/2017	04/20/2018	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability coverage is written on a claims-made basis.  
**RE: GENERAL PLANNING AND ZONING CONSULTING SERVICES**  
 City of Doral is named as an additional insured on all policies listed above except the workers compensation and professional liability as required by written contract including completed and ongoing operations on per project basis, coverage is primary and non contributory. Waiver of subrogation in favor of (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> City of Doral 8401 NW 53rd Terrace Miami, FL 33166	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**DESCRIPTIONS (Continued from Page 1)**

the additional insured applies to all policies listed above as required by written contract. Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** Provisions A. – T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Incidental Medical Malpractice</li> <li>C. Reasonable Force – Bodily Injury Or Property Damage</li> <li>D. Non-Owned Watercraft – Increased To Up To 75 feet</li> <li>E. Aircraft Chartered With Crew</li> <li>F. Extension Of Coverage – Damage To Premises Rented To You</li> <li>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</li> <li>H. Medical Payments Limit</li> <li>I. Increased Supplementary Payments</li> <li>J. Additional Insured – Owner, Manager Or Lessor Of Premises</li> <li>K. Additional Insured – Lessor Of Leased Equipment</li> <li>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</li> <li>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li>N. Additional Insured – Architect, Engineer Or Surveyor</li> <li>O. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</li> <li>Q. Per Project General Aggregate Limit</li> <li>R. Knowledge And Notice Of Occurrence Or Offense</li> <li>S. Unintentional Omission</li> <li>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</li> <li>U. Amended Bodily Injury Definition</li> <li>V. Amended Insured Contract Definition – Railroad Easement</li> <li>W. Amended Property Damage Definition – Tangible Property</li> <li>X. Additional Definition – Contract or Agreement Requiring Insurance</li> </ul> |
|---|--|

**PROVISIONS**

**A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

**B. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY**

## COMMERCIAL GENERAL LIABILITY

### **INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
  - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
  - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

#### **Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

### **C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The **Expected Or Intended Injury Exclusion** in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

#### **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

### **D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft Exclusion** in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
  - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
  3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

### **E. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft Exclusion** in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

- 2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
- 3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

- 1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

- 2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
- 3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

- 4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

- 5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

## COMMERCIAL GENERAL LIABILITY

### H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

### I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I) are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

### J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply to:
      - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

### K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply:
      - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

- (2) If the equipment is leased with an operator.
- 3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- 1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- 2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

**N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR**

- 1. The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

- 2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

- 1. Paragraph 4.a. of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

- 2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

**P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS**

- 1. The last paragraph of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

## COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
  - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
  3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

### Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
  - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

### R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

**S. UNINTENTIONAL OMISSION**

1. The following is added to Paragraph 6. Representations of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT**

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

**U. AMENDED BODILY INJURY DEFINITION**

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

**V. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

**W. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY**

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.



**COMMERCIAL GENERAL LIABILITY**

**X. The following definition is added to SECTION V – DEFINITIONS:**

**"Contract or agreement requiring insurance"** means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;**
- b. While that part of the contract or agreement is in effect; and**
- c. Before the end of the policy period.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

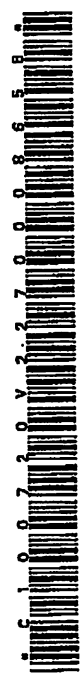
**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the *Who Is An Insured* provision contained in Section II.



**RESOLUTION No. 17-98**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH TINDALE OLIVER & ASSOCIATES FOR THE PROVISION OF PROFESSIONAL PLANNING SERVICES IN THE AMOUNT NOT TO EXCEED \$70,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TO EXPEND FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on March 22, 2017, the Mayor and City Council approved the selection of Tindale Oliver & Associates and Iler Planning, the two (2) highest ranking proposers to provide General Planning and Zoning Consulting Services for a three (3) – year period, with two (2) one (1) year renewals for a total of five (5) years; and

**WHEREAS**, the Tindale Oliver & Associates is a national recognized planning consulting firm specializing in transportation, community planning and design, transit and public financing; and

**WHEREAS**, staff has recommended that the City Council authorize the City Manager to enter into an agreement with Tindale Oliver & Associates for the provision of professional services in an amount not to exceed \$70,000; and

**WHEREAS**, the funds for this PSA and corresponding service order are allocated in the Planning and Zoning Department FY 2016-17 budget, account number 00140005.500310.

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

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

**Section 2. Approval.** The Professional Services Agreement with Tindale Olive & Associates and the corresponding scope of services, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, in the amount not to exceed \$70,000.00 for the provision of professional planning services (the “Agreement”), is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to execute and enter into the Agreement and to expend additional funds in furtherance hereof.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

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	Absent/Excused
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 24 day of May, 2017.

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

ATTEST

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

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

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY