

**FIRST AMENDMENT TO PARKS BOND PROGRAM MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE PARKS BOND PROGRAM MANAGEMENT AGREEMENT fully executed date of August 7<sup>th</sup>, 2019 between AECOM and the City of Doral is made, adopted and executed this 7 day of January 2020

1. The Insurance language requirement contained in subparagraph 8.6 of the Parks Bond Program Management Agreement is revised to read as follows:

AECOM's subconsultants and subcontractors shall comply with the insurance requirements in the attached Exhibit I which includes a Schedule entitled AECOM Sub-consultant Existing Insurance Summary, together with the Certificates of Insurance.

2. A new subparagraph 8.7 has been inserted that reads as follows:

Subconsultants and/or subcontractors not identified in Schedule A must provide proof of insurance coverage acceptable to the City Manager prior to providing services.

3. A new subparagraph 8.8 has been inserted that reads as follows:

For those subconsultants and subcontractors eligible under Florida law, A formal "Certificate of Election to be Exempt from Florida's Workers Compensation Law" may be considered. The Certificate must be submitted and approved along with the Certificate of Insurance.

4. No other terms or conditions to the Parks Bond Program Management Agreement shall be changed as a result of this First Amendment.

**AECOM**

Signature \_\_\_\_\_

Juan Alfonso, VP

Date 1/6/2020

Print Name

**City of Doral:**

Signature \_\_\_\_\_

Albert P. Childress

Date Jan 7 2020

**Attest:**

Connie Diaz, MMC

City Clerk

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



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Luis Figueredo, ESQ  
City Attorney

**Addendum 1 to Professional Services Agreement (“Agreement”)  
between  
City of Doral (“the City”)  
and  
AECOM Technical Services, Inc. (“AECOM”)  
PMTDT Contract RFP#2019-18**

This Addendum 1 is made and entered into effective as of the 7 day of January 2020 by and between the City of Doral, a municipality existing under the Constitution of the State of Florida (“the City”), and AECOM Technical Services, Inc., a California corporation authorized to do business in the State of Florida and with offices in Miami-Dade County (“AECOM”). The City and AECOM are sometimes collectively referred to herein as the “Parties”.

The City and AECOM have entered into an agreement for Professional Program Management Delivery Team Services for the implementation and execution of projects identified in the City of Doral Parks Bond Program dated August 7, 2019 (“the Agreement”). The purpose of this Addendum is to correct typographical error in Exhibit B of the Agreement. The Parties agree to replace Exhibit B to the Agreement with Exhibit B attached hereto. Exhibit B is amended to reflect the correct multiplier for subconsultant, PDS. All other multipliers and rates remain the same. The Parties further agree that the modification of the multiplier for subconsultant, PDS does not increase the fees paid by the City to AECOM.

This Addendum may be executed in multiple counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument.


The Parties agree that this Addendum modifies the Agreement between the parties dated August 7, 2019, and is incorporated therein by this reference. All other terms and conditions of the Agreement, except as herein modified, shall remain unchanged and remain in full force and effect.

**(Signature Page Follows)**

**AECOM:**

**City of Doral:**

By:



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Juan Alfonso  
Vice President

By:



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Albert Childress  
City Manager

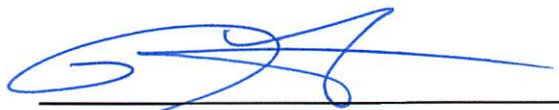
**Attest:**



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Connie Diaz, MMC  
City Clerk

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



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Luis Figueredo, ESQ  
City Attorney



**City of Doral**  
**Professional Services Agreement**

THIS CONTRACT made and entered into on the 7<sup>th</sup> day of August 2019 by and between:

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166  
(Hereinafter referred to as "the City")

AND

AECOM  
800 S. Douglas Road  
North Tower, Second Floor  
Miami, Florida 33134, USA

(Hereinafter collectively referred to as "AECOM or Consultants")

**WITNESSETH:**

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

**ARTICLE I**

**I. GENERAL PURPOSE**

AECOM shall provide the City with professional services in the form of a Professional Program Management Delivery Team Services ("PMDT or Services") for the implementation and execution of those projects identified in the City of Doral Parks Bond Program which are detailed in the Parks Bond Projects Summary section of the RFP attached and incorporated herein as **Exhibit "A"**.

**ARTICLE 2 DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- 2.1 **Compensation:** The total amount paid by the City for AECOM's professional services for a PMDT, exclusive of reimbursable expenses.
- 2.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the Project. Reimbursable expenses include application and permit fees paid for securing approval of authorities having jurisdiction over a specific project and travel expenses fees.
- 2.3 **Work Order:** an agreement to provide services for a particular Project.
- 2.4 **Travel Expenses** Travel expenses, whether within or outside of South Florida, shall not be reimbursed unless AECOM has secured advance written authorization for such travel from the City Manager.
- 2.5 **Ensure:** The term "ensure" shall mean that AECOM will take reasonable steps in the fulfillment of its obligations as stated in the proposed scope of services.

### **ARTICLE 3. SCOPE OF SERVICES**

AECOM agrees to provide to City the Services per this Agreement outlined below and delineated in the RFP. Services not specifically identified but necessary to complete the projects identified in "Exhibit A" shall be considered part of the scope of services.

3.1 **Basic Services** –The PMDT basic services personnel shall be assigned to the project on a full-time basis and work out of offices located at Doral Government Center. The PMDT Principal-in-Charge will report directly to the City Manager or his designee concerning AECOM's services. The PMDT personnel shall assist in the planning, coordination, scheduling and monitoring of the assigned Doral Parks Bond Program projects during the planning, design, construction, start-up, commissioning, and close-out phases as requested and authorized by the City's Manager or his designee.

- a. **Program Management** – The PMDT Principal in Charge is responsible for the overall successful delivery of the assigned support services for the Doral Parks Bond Program projects. The PMDT Principal in Charge will have overall responsibility for assigning personnel, and the coordination of all PMDT staff support tasks and activities to accomplish goals and objectives within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity, and delivering the project scope established by City.
- b. **Pre-Construction Services** - The Consultant shall provide management of the pre-construction process by ensuring that there is a consistency of direction on all project processes and project matters during the planning and design phases.
- c. **Construction Management** – The Consultant shall assist the City with the overall successful completion of the construction component of the bond program including the assignment of field engineers and construction inspectors.
- d. **Program Safety** - The Consultant shall supplement the City of Doral, on an as-needed basis, to implement and execute a safety management plan for the Program that utilizes best practices and is easily expanded to all construction projects and respect contractors.
- e. **Contract Services** - Consultant shall provide a construction contracting specialist to assist with construction contracting services and coordinate with the City's Office of Procurement, including the development of bid packages, technical specifications drafting, and development of General and Special Conditions.
- f. **Project Management** - Consultant shall provide Project Managers to assist in the coordination and overall management of the Doral Parks Bond Program projects reporting to the Program Management Officer.

- i. Since project types will vary, Project Managers with differing skill sets and experience will be required to execute and finalize projects according to strict deadlines and within budget.
- ii. Project Managers will perform the following:
  1. Direct and manage project development from concept through closeout.
  2. Define project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders.
  3. Develop project implementation and execution plans and associated communications documents.
  4. Effectively communicate project expectations to team members and stakeholders in a timely and clear fashion.
  5. Liaise with project stakeholders on an ongoing basis.
  6. Estimate the resources and participants needed to achieve project goals.
  7. Draft and submit budget proposals and recommend subsequent budget changes where necessary.
  8. Where required, negotiate with other department managers or state/local agencies for the acquisition of required information or resources. Proactively manage changes in project scope and schedule, identify potential crises, and devise contingency and mitigation plans.
  9. Define project success criteria and disseminate to involved parties throughout project life cycle.
  10. Coach, mentor, motivate and supervise project team members and contractors and design consultants, and require them to take positive action and accountability for their assigned work.
  11. Conduct pre-project briefings, post-project de-briefings, and create recommendations reports ("lessons learned") in order to identify successful and unsuccessful project elements.
  12. Ensure all documents processed must at a minimum include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties. Consultant will ensure that Document Control is included on the distribution of all Program related documents.



13. Negotiate professional services on behalf of the City.

- g. **Utility Coordination** – Consultant shall lead or participate in utility coordination efforts for the program to minimize project delays and conflicts.
- h. **Field Engineering/Construction Inspection** – Consultant shall supplement City staff to ensure that all construction and inspection activities are properly executed. Consultant shall perform Building Inspection duties and approvals which will be provided to the City Building Department and Building Official for a concurrency review.
- i. **Contracts Administrative Tasks** – Consultant shall assist Doral Parks Bond Program contracts staff in all administrative tasks related to contracts development.
- j. **Communications and Public Outreach** – Consultant shall assist City of Doral Department of Communications and Doral Parks Bond Program Team in executing a proactive public outreach program.
- k. **Program Control Services** - As part of the PMDT Services, Consultant shall provide program control (“Program Control”) services that utilize the City’s Program Management Information System – PMIS (“MUNIS”). The Program Controls Manager will evaluate the PMIS system and propose appropriate improvements and enhancements and assist in the implementation of approved modifications. Consultant may be required to procure as a reimbursable expense sufficient software licenses and maintenance agreements to support Munis.
  - i. **Project Controls Management** - implementation and execution of program controls process and protocols which shall include, but not be limited to:
    - 1. The preparation of reports, documents, and data provided through the PMIS that represent an accurate assessment of a Projects current status and of the Work remaining to be accomplished.
    - 2. It shall provide a sound basis for identifying variances and problems and for making management decisions.
    - 3. Consultant shall adhere to configuration management policies by coding all information in accordance with the approved Program Work Breakdown Structure (“WBS”).
    - 4. Consultant shall prepare written reports as detailed herein. All reports shall be in 8 ½” x 11” format and must be transmitted in electronic and hard copy form.
    - 5. A monthly Executive Summary (including progress photos) providing an overview of current overall project status, issues and pending decisions, future developments,

expected achievements, and any actual or anticipated problems or impacts.

6. A monthly Cost Narrative describing the current status of the incurred costs against the approved construction budget, the estimated final Cost of Work at completion, and status of Contract Contingency.
7. A monthly Scheduling Narrative summarizing the current status of the Project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses necessary to compare planned performance with the Projects actual performance. Recommend possible schedule recovery and impact mitigation actions.
8. A monthly Accounting Narrative describing the current cost and payment status of the entire Project. This report shall relate current encumbrances and expenditures to budget allocations.
9. Assist in the management, control, preparation and quality control and tracking of Project Information Packages (PIP).
10. Other reports set forth and required in the Program Management Plan (PMP).
11. Consultant will ensure all documents processed must, at a minimum, include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties.

ii. **Estimating Services** - Consultant shall provide estimating services in support of the Program as a whole. In general, estimates will be developed by project managers, City staff and consultants. The Estimating Manager will review estimates and provide direction. The estimating services shall include, but not be limited to:

1. Prepare conceptual and detailed construction estimates based on information provided by others.
2. Reviewing Program construction budgets to provide a confidence ranking for that Projects construction budget.
3. Review Contractor and design consultant cost proposals (change order proposals and add services) and provide an

opinion as to the merit (entitlement and value) of the cost proposal.

4. Assist in negotiations with Contractors and design consultants.

iii. **Program Scheduling** – Consultant shall work with Project Managers to update project schedules on a bi-weekly basis. Consultant shall indicate project schedule status as “On-schedule”, “Behind schedule” or “At Risk for Delay” based on interaction with the Project Manager. Project schedules will be compatible with Primavera P6 and Microsoft Project.

iv. **Quality Control/Quality Assurance Program** will include, but is not limited to:

1. Consultant will develop and provide tools for, and to manage PMDT, project Consultant and Contractor performance for the best final project outcome.
2. Periodic Quality Assurance reviews for a representative sampling of projects, mostly during the construction phase.
3. Continuous Quality Control throughout the development of every project.
4. Conversely, a few projects will receive a Quality Assurance review while still in the project development phase. This will occur only for those projects considered to be “high profile” or “high risk.” This type of project is yet to be defined.

v. **Document Controls** - Consultant services may include necessary resources for the establishment, maintenance and operation of a central Documents Control program. Consultant staff will ensure all documents processed include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties. Consultant will ensure that Document Control is included on the distribution of all Program related documents.

vi. **Other Services** - services authorized by task order on an as needed basis for a specific time period or project.

1. GIS Specialist
2. Two-Man Survey Crew
3. Safety Inspector
4. Construction Testing
5. Permit Expediter

vii. **Expert Witness-** Litigation Consultant- AECOM shall provide litigation consulting services and expert witness testimony should it become necessary on any projects which it has provided services.

3.2.2. Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by AECOM will represent its best judgment based on its experience and available information. The City recognizes that AECOM has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, AECOM does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by AECOM.

**ARTICLE 4**

**4. TERM**

This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables stated in Exhibit A have been completed by AECOM and accepted by the City or unless earlier terminated in accordance with Section II of this Agreement.

**ARTICLE 5**

**5. COMPENSATION**

5.1 AECOM shall be compensated in accordance with the following Hourly Rate Schedule:

<b>Job Classification</b>	<b>Rate/Hour</b>
PMT Principal-in-Charge	\$206
Senior Construction Manager	\$230
Project Manager/ Construction Manager	\$200
Pre-Construction Director	\$230
Civil/Roadway Project Manager	\$200

Estimating Specialist	\$140
Scheduling Specialist	\$140
Project Controls Specialist	\$165
Contracts Admin Assistant	\$69
Project Coordinator	\$95
Sr. Field Engineer	\$185
Facilities Project Manager	\$105
Construction Inspector	\$125
Senior Architect	\$200
Architect	\$125
Landscape Architect	\$125
Safety Inspector	\$65
Utility Coordinator	\$125
Contracts Specialist	\$185
Document Control/Administrative	\$47
Permit Expediter	\$87
Senior Surveyor & Mapper	\$150
Survey Technician	\$88
Survey Field Crew	\$1,100/day
GIS Analyst	\$135
CAD Technician	\$85
Communication Specialist	\$150 (Blended)
Construction Materials Testing Leader	\$140
Building Inspector	\$110
Mechanical Inspector	\$100
Electrical Inspector	\$100
Plumbing Inspector	\$100
General Administrative	(included in Doc Controls/Admin Rate)
Project Controls Manager	\$200
On-call Testing Services	(Refer to attachment)

5.2 For compensation purposes under this Services Agreement no billing rate shall exceed the negotiated billing rates as of the effective date of this Agreement unless the City Manager has been notified in writing and approves in writing the increase. For adjustments submitted, AECOM must demonstrate that increases in rates are in accordance with the U.S. Consumer Price Index and the rates set forth in 5.1 shall not to exceed two (2%) percent per year.

5.3 **The total payments paid by the City to AECOM to complete the deliverables identified in the City of Doral Parks Bond Program which are detailed in the Parks Bond Projects Summary section shall not exceed four percent (4%) of the project costs or as projected on the fee estimate attached to this agreement.**

- 5.4 AECOM shall submit invoices which identify the specific project and tasks on a monthly basis on the 25<sup>th</sup> day of each month. These invoices shall identify the nature of the work performed, the individuals performing the work, the timesheets for each individual and the estimated percentage of work accomplished in accordance with the Fee Schedule and project timetables prepared by AECOM. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the City. The City shall pay AECOM within thirty (30) calendar days of approval by the City Manager of any invoices submitted by AECOM to the City.
- 5.5 In the event that all or a portion of an invoice submitted to the City for payment to AECOM is disputed, or additional backup documentation is required, the City shall notify AECOM within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation requested. Such notice must be accompanied by a description of any disputed items. If the notice is not provided within fifteen (15) days, the City waives its rights to dispute the invoice. AECOM shall provide the City with additional backup documentation within five (5) working days of the date of the City's notice. The City may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of AECOM. The City shall pay AECOM the undisputed portion of the invoice within the 30 days provided in section 5.4. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.
- 5.6 Submission of AECOM's invoice for final payment and reimbursement shall constitute AECOM's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of AECOM to others, including its consultants, incurred in connection with the Project, shall be paid in full. AECOM shall deliver to the City all documents requested by the City evidencing payments to any and all consultants and subcontractors retained by AECOM, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of any and all claims against the City by AECOM.

## **ARTICLE 6 CITY'S RESPONSIBILITIES**

- 6.1 Assist AECOM by placing at its disposal all available information as may be requested in writing by the AECOM and allow reasonable access to all pertinent information relating to the services to be performed by AECOM.
- 6.2 Furnish to AECOM, at the AECOM's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by AECOM, in possession of the City. AECOM shall be entitled to rely without

independent verification upon the accuracy and completeness of information and data provided by the City or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services. AECOM shall not be responsible for defects in its Services attributable to its reliance upon or use of information provided by the City.

- 6.3 Arrange for access to and make all provisions for AECOM to enter upon public properties as required for AECOM to perform services.

## **ARTICLE 7. INDEMNIFICATION**

- 7.1 AECOM shall, indemnify, and hold harmless the City, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct. If the Services include AECOM's performance during the construction phase of the Project, the City shall require the City's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Contractors are required to provide to the City relating to their work. AECOM 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, or in any way connected with AECOM's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. 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.
- 7.2 The provisions of this section shall survive termination of this Agreement.
- 7.3 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 AECOM.
- 7.4 **CONSEQUENTIAL DAMAGES WAIVER** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR

INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES THE CITY AND THE CITY HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

**ARTICLE 8. INSURANCE**

AECOM shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts delineated in the RFP and as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the City Manager the insurance coverage that affords additional insured status shall be primary insurance with respect to the City, its officials, and employees. The insurance coverage shall include:

- 8.1 Commercial General Liability Insurance including the City as an additional Insured with the following limits
  - 6.1.1 Bodily Injury & Property Damage Liability
  - 6.1.2 Each Occurrence-\$5,000,000
  - 6.1.3 General Aggregate-\$5,000,000
  - 6.1.4 Personal & Advertising Injury -\$3,000,000
  - 6.1.5 Products & Completed Operations -\$5,000,000

8.2 Worker's Compensation and Employer's Liability Insurance.

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit.

Waiver of Subrogation in favor of the City of Doral

- 8.3 Business Automobile Liability Insurance. Motor vehicles insurance, including applicable no-fault coverage, with limits of liability of \$1,000,000 per occurrence, combined single limit for Bodily Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

8.4 Professional Liability / Cyber Liability

A. Limits of Liability

Each Claim

\$5,000,000

Annual Aggregate

\$5,000,000



Including Liability for Technology Services, Data Breach, Media Content, Privacy Liability and Network Security for third parties  
Retro Date – Prior to commencement of job. Coverage must remain in force for one year following contract-end.

- 8.5 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and copies provided if requested. Each policy certificate shall endorse with a provision that not less than thirty (30) calendar day's written notice shall be provided to the City before any policy is cancelled, except ten (10) days' notice of cancellation for non-payment of premium.
- 8.6 AECOM shall require all subcontractors to comply with the insurance requirements of this Article 8.

#### **ARTICLE 9 ASSIGNMENT**

- 9.1 This Agreement shall not be assignable by AECOM. The City is relying upon the apparent qualifications and personal expertise of AECOM, and such firm's familiarity with the City's projects, circumstances and desires. Accordingly, AECOM's services are unique in nature and any transference without the prior written approval of the City shall be cause for the City to terminate this Agreement. AECOM shall have no recourse from such cancellation.

#### **ARTICLE 10 PROHIBITION AGAINST CONTINGENT FEES**

- 10.1 AECOM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AECOM or company listed as a team member in AECOM 's proposal to solicit or secure this Contract, 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 AECOM or company listed as a team member in AECOM 's proposal any fee, commission, percentage, gift, or any other consideration, continent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

#### **ARTICLE 11 TERMINATION**

- 11.1 **Termination for Convenience:** This Agreement may be terminated by either Party for convenience upon ninety days (90) calendar days written notice or on seven (7) days' notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 11.2 **Effect on Project Agreement:** Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s).

11.3 **For Cause:** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that AECOM abandons this Project Agreement or causes it to be terminated by the City, AECOM shall indemnify the City against any loss pertaining to this termination. In the event that AECOM is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 11.4 of this Agreement and the provision of Section 11.4 shall apply. If this Agreement is to be terminated for cause, AECOM shall be provided a written Notice to Cure affording AECOM ten (10) days to address any alleged deficiencies specified in the Notice prior to commencing with termination process.

11.4 **For Convenience:** A Project Agreement may be terminated by either Party the City for convenience upon ninety (90) calendar days' written notice to AECOM the other. In the event of termination by the City, AECOM shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. AECOM shall be compensated for all services performed to the satisfaction of the City and for reimbursable expenses incurred prior to the date of termination. AECOM shall promptly submit to the City its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Agreement. Under no circumstances shall the City make any payment to t AECOM for services which have not been performed.

11.5 **Assignment Upon Termination:** Upon termination of this Agreement, a copy of all of AECOM 's work product shall become the property of the City and AECOM shall, within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of AECOM or its consultants pertaining to this Agreement. Further, upon the City's request, AECOM shall assign its rights, title and interest under any subcontractor's agreements to the City.

11.6 **Suspension for Convenience:** The City shall have the right at any time to direct AECOM to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the City, AECOM shall immediately comply with same. In the event the City directs a suspension of performance as provided for herein through no fault of AECOM, the City shall pay to AECOM its reasonable costs, actually incurred as full compensation for any such suspension. If the Project is suspended by the City for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to

compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services. To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

## **ARTICLE 12 RECORDS/AUDITS**

- 12.1 AECOM shall maintain and require Sub consultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Specific Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the City Manager or any authorized City representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Project. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the City.
- 12.2 AECOM shall comply with Chapter 119, Florida Statutes, as applicable.
- 12.3 Refusal of AECOM to comply with the provisions of Sections 12.1 or 12.2 shall be grounds for immediate termination for cause by the City of this Agreement.

## **ARTICLE 13 AECOM'S RESPONSIBILITIES**

- 13.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the project. AECOM shall work with all contractors, architects professional engineers, landscape architects, surveyors or mappers, tradesman and other professionals retained by the City to provide services to ensure that any and all drawings, studies, plans, specifications, or other construction or contract documents are accurate, coordinated and adequate for construction and comply with all applicable City Codes, state and federal laws, rules and regulations.
- 13.2 AECOM shall exercise the same degree of care, skill and diligence in the supervision of the services and inspections of the work product for each project provided by professional engineers, architects, landscape architects, surveyors or mappers, inspectors and other tradesmen providing services to the City. If at any time during the term of the Agreement or the construction of any project for which a professional engineer, architect, landscape architect, surveyor or mapper has provided engineering, architectural landscape architectural, surveying or mapping services is determined that the project documents or work is

incorrect, defective or fails to conform to the Scope of Services of the particular project or applicable code or regulations, upon written notification from the City, AECOM shall immediately proceed take the necessary steps to ensure that the work is corrected which failed to satisfy the foregoing standards. AECOM shall ensure that the City is not responsible for paying additional costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the City for any other services and expenses made necessary thereby, save and expect any costs and expenses which the City would have otherwise paid absent the error or omission. The City's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, by law, equity or otherwise.

- 13.3 AECOM shall coordinate with and supervise all consultants and companies working on the projects to ensure that each project is completed on time and within budget.
- 13.4 AECOM shall, at all times during the term of the Agreement, maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.
- 13.5 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to the City's activities or operations or those of the City's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.
- 13.6 AECOM'S obligations under Paragraph 13.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

**ARTICLE 14**      **ENTIRE AGREEMENT**

- 14.1 This Contract, together with the Exhibits, workorders specifically referenced herein shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties. No representations were

made or relied upon by either party, other than those that are expressly set forth herein.

- 14.2 In the event of conflict between or amongst the contract documents, priority shall be as follows: this Agreement, and followed by the City's solicitation documents, including any addenda thereto. Otherwise, there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

#### **ARTICLE 15 ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

- 15.1 If either the City or AECOM is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.
- 15.2 **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.**

#### **ARTICLE 16 NONDISCRIMINATION**

- 16.1 During the term of this Agreement, AECOM shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, sexual orientation, gender identity or gender expression and agrees to abide by all Federal and State laws regarding nondiscrimination.

#### **ARTICLE 17 OWNERSHIP AND ACCESS TO RECORDS AND AUDITS**

- 17.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from AECOM's providing services to the City under this Agreement shall be the property of the City:
- 17.2 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 AECOM involving transactions related to this Agreement.
- 17.3 The City may cancel this Agreement for refusal by AECOM 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.



AECOM: Juan Alfonso, AIA, NCARB  
Associate Vice President  
AECOM  
800 S. Douglas Road  
North Tower, Second Floor  
Miami, Florida 33134,

**ARTICLE 22**      **GOVERNING LAW**

22.1 This Contract shall be construed in accordance with the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

**ARTICLE 23**      **WAIVER**

23.1 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.

**ARTICLE 24**      **SURVIVAL OF PROVISIONS**

24.1 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.

**ARTICLE 25**      **COUNTERPARTS**

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

**ARTICLE 26**      **INTERPRETATION**

26.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise

requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

26.2 Preparation of this Agreement has been a joint effort of the City and AECOM and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

26.3 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

#### **ARTICLE 27 DISCRETION OF CITY MANAGER**

27.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

#### **ARTICLE 28 THIRD PARTY BENEFICIARY**

28.1 AECOM and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

#### **ARTICLE 29 EXHIBITS**

29.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

#### **ARTICLE 30 NO ESTOPPEL**

30.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and AECOM shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by the AECOM's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.



[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

**AECOM:**

By:



\_\_\_\_\_  
Juan Alfonso  
Vice President

**City of Doral:**

By:



\_\_\_\_\_  
Albert Childress  
City Manager

Aug 7, 2019

**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  
City of Doral

# Exhibit A

# City of Doral



## Request for Proposals Parks Bond Program Management Services

**RFP No. 2019-18**

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# City of Doral

## Request for Proposals

### Parks Bond Program Management Services

**RFP No. 2019-18**

NOTICE: Pursuant to the Procurement Ordinance of the City of Doral (the "City"), the City of Doral hereby gives notice of its intent to solicit Proposals from interested parties and/or firms in response to this Request for Proposals for "**Parks Bond Program Management Services**". Proposals must be received by Albert P. Childress, Acting City Manager, City of Doral, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 by **April 24<sup>th</sup>, 2019**. Submittals shall be clearly marked "**RFP No. 2019-18 - Parks Bond Program Management Services**".

**All submittals shall be publicly opened and recorded on April 24<sup>th</sup>, 2019 at 11:00 AM.** Late submittals shall not be accepted or considered.

Respondents are to deliver **One (1) original and five (5) copies, in separate ring binders**, of the submittal statements of qualifications, containing all documentation and information desired to be for considered. In addition, respondents are to deliver **two (2) CDs containing a scanned PDF copy of the scanned original with signatures and all materials of the submittal.**

The City of Doral reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all submittals and re-advertise.

#### **PROJECT OVERVIEW**

By way of this RFP, the City is soliciting Proposals from qualified and interested parties for the provision of Parks Bond Program Management Services. Through the process described herein, persons and/or firms interested in assisting the City with the provision of the Services must prepare and submit a Proposal packet in accordance with the procedure and schedule in this RFP. The City will review submittals only

from those persons and/or firms that submit a Proposal packet that includes all the information required to be included as described herein (in the sole judgment of the City).

The City intends to award the most responsive and responsible firm(s) that: (a) possesses the professional licenses and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

A copy of the complete RFP may be obtained from the City of Doral website, [www.cityofdoral.com](http://www.cityofdoral.com), by clicking on the Procurement Division link under City Departments. Select the "RFP/Open Bids" link.

All questions or comments should be directed to the following email: [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). Inquiries must reference "RFP No. 2019-18 - Parks Bond Program Management Services" in the subject line.

No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

It is the intent of the City to award a contract subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

The City's tentative schedule for this RFP is as follows:

<b>Mandatory Pre-Bid Meeting:</b> .....	<b>April 1<sup>st</sup>, 2019 at 11:00 AM</b>
<b>Cut- off Date for Questions:</b> .....	<b>April 8<sup>th</sup>, 2019 at 5:00 PM</b>
<b>Opening of RFP:</b> .....	<b>April 24<sup>th</sup>, 2019 at 11:00 AM</b>

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

# SECTION 1

## GENERAL CONDITIONS

### 1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Successful Proposer/ Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

### 1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new RFP opening date may be established by addendum.

### 1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

### 1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

### 1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

### 1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided

the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

**1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS**

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

**1.8 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

**1.9 SUBMISSION OF PROPOSAL**

(i) **Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

**1.10 COMPLIANCE WITH ORDERS AND LAWS**

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

**Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**

**Occupational, Safety and Health Act (OSHA)**

**The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended**

**National Institute of Occupational Safety Hazards (NIOSH)**



**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation- Rule 14-90,  
Florida Admin. Code**

**U.S. Department of Transportation**

**City of Doral, City Ordinance No. 2004-03**

**Cone of Silence, Miami-Dade County Code of Ordinances**

**The State of Florida Statutes Sections 218.73 and 218.74 on  
Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

**1.11 CONE OF SILENCE**

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;

- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the RFP award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

**1.12 Florida Government in the SUNSHINE LAW**

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

**1.13 CANCELLATION**

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract

**1.14 ASSIGNMENT**

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

**1.15 PROPERTY**

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

**1.16 TERMINATION FOR DEFAULT**

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

**1.17 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**1.18 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

**1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

**1.20 CAPITAL EXPENDITURES**

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

**1.21 GOVERNING LAW AND VENUE**

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.22 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

**1.23 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

**1.24 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "C", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of

the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

**1.25 HIRING PREFERENCE FOR PROCURED PROJECTS**

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

**END OF SECTION 1**

## **SECTION 2.0**

### **SPECIAL CONDITIONS**

#### **2.1 PURPOSE**

The purpose of this solicitation is to obtain professional services in the form of a Professional Program Management Delivery Team Services (“PMDT”) for the implementation and execution of those projects identified in the City of Doral Parks Bond Program.

A more detailed Scope of Services is set forth in Section 3 – Scope of Services attached to the Master Professional Services Agreement as included in this RFP.

#### **2.2 MINIMUM QUALIFICATIONS / EXPERIENCE REQUIREMENTS**

In order to provide the services as described in this solicitation, the City is seeking a qualified and experienced Proposer who shall provide quality service. Experience can be with either private and/or public agencies. Proposals with municipal experience will be scored accordingly as per Section 2.8. For the purpose of this RFP, the word “municipal” is inclusive of federal, state, city, county, parish, township, or some intergovernmental agency. Proposers who can meet and exceed the minimum qualifications as established below will be considered:

- Each Proponent shall have, within the last five (5) calendar years, provided program/project management control services for a Capital Improvement Program (CIP) at a value not less than \$50,000,000.00 (Fifty Million Dollars), which is inclusive of design, permitting, utilities, project controls, quality control, construction administration, and other services as detailed in this RFP.
- Proponent must show a minimum of three (3) and a maximum of six (6) projects from programs of a similar nature and magnitude to the Doral Parks Bond Program.
- Each Proponent team member (Service Provider Key Personnel) shall have the minimum experience set forth in Exhibit D of this RFP.
- Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Florida.
- Each Proponent must have the following Miami-Dade County (MDC) and/or similar State of Florida certifications (or ability to obtain):
  - Miami-Dade County
    - 9.00 SOILS, FOUNDATIONS AND MATERIAL TESTING
    - 11.00 GENERAL STRUCTURAL ENGINEERING
    - 12.00 GENERAL MECHANICAL ENGINEERING
    - 13.00 GENERAL ELECTRICAL ENGINEERING
    - 14.00 ARCHITECTURE
    - 15.00 SURVEYING AND MAPPING
    - 16.00 GENERAL CIVIL ENGINEERING
    - 17.00 ENGINEERING CONSTRUCTION MANAGEMENT
    - 18.00 ARCHITECTURAL CONSTRUCTION MANAGEMENT
    - 20.00 LANDSCAPE ARCHITECTURE

- 22.00 ADA TITLE II CONSULTANT
- 24.00 BUILDING PRODUCT EVALUATION SERVICES

Proposers shall satisfy each of the requirements cited above. Each of these minimum requirements must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

### **2.3 PROFESSIONAL AND PERFORMANCE REQUIREMENTS**

**Proposer shall:**

1. Be regularly engaged in the business of providing these services as described in the Request for Proposals Section 3 "Scope of Services" for a minimum of five (5) years. In addition, Proposer shall provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.
2. Have sufficient financial support, and equipment and organization to ensure that the Proposer can satisfactorily execute the Contract under the terms and conditions stated herein. The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices of the industry as determined by the proper authorities of the City of Doral. The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.
3. Have no record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Council.
4. Provide a minimum of 3 references for services provided within the past 5 years. It is the responsibility of the Proposer to ascertain that the contact person provided in the references will be responsive.
5. Establish and maintain a fully functional office, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software as identified by the City, filing space for City staff or officials in the South Florida area and provide clerical assistance for said staff or officials to ensure effective coordination between the proposer and the City.
6. Not be involved in any action or potential conflict of interest with, or adversarial litigation against, the City.
7. Be transparent and forthcoming in advising the City of past or pending investigations, ethics charges, or alleged conflicts of interests.

8. Demonstrate flexibility to add personnel on an as needed basis, depending on the needs of the City.
9. Agree that personnel directly involved in the Program Management Delivery Team cannot to represent private clients before any City Boards.
10. Neither Proposer nor any principal, officer, or stock holder or proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); not have failed to perform faithfully on any previous contract with the City.

Firms/individuals shall submit written evidence of insurability from the firm's/individual's insurance company, for the types and amounts of insurance specified in Exhibit "A".

**The proposer must show proof of having met these minimum requirements on the "Proposer Qualification Statement" in Section 6. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

#### **2.4 LICENSING**

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. State of Florida registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org).

#### **2.5 TERM OF CONTRACT**

The City and the Awarded Proposers shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP/ITB/RFQ through action taken by the City Council at a fully authorized meeting. If the Bidder/Proposer awarded the project fails to enter into an Agreement as herein provided, the award may be declared null and void, and the project may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The initial term of the Agreement awarded pursuant hereto shall be from the effective date of the Agreement.

Contract terminates when all deliverables have been **submitted and accepted** by the City of Doral.

#### **2.6 PRICING**

Proponents **should not** include their Cost Proposal/Fee Schedule (Exhibit B) with their response binders to this RFP. Exhibit B should be submitted in a sealed envelope within the package containing the binders. The City will consider Exhibit "B" only from the three (3) top ranked firms based on the evaluation criteria outlined in Section 2. 8 of this RFP.

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the initial two (2) years of this Agreement. However, the Proposer may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

Consumer Price Index (CPI): For compensation purposes under this Services Agreement no salary or amount shall exceed the negotiated salary or amount received by said personnel or negotiated rate for a principal as of the effective date of this Services Agreement unless the City Manager or his designated representative, has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase. The City of Doral reserves the right to approve all personnel, amounts and salaries of said personnel performing services under this Services Agreement. For adjustments submitted after the effective date of this Services Agreement, the Consultant must demonstrate that increases in salary, or the principal's rate are in accordance with the U.S. Consumer Price Index and the rate set forth in Exhibit B, which shall not to exceed three (3%) percent per year. Such requested increases shall be subject to audit by the City and shall only be considered upon request at the annual anniversary date of this contract after the initial two (2) years of the contract have passed.

Prior to completion of each exercised contract term after the second year, the City may consider an adjustment to price based on changes in the **Consumer Price Index Urban Wage Earners and Clerical Workers, Miami / Ft Lauderdale – All Items.**

It is the Awarded Proposer's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

## **2.7 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, the Proposal must be submitted on the forms as provided by the City. This RFP must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the proposal may be attached behind the Bid/Proposal Response form. Copies may be obtained from the City Clerk, 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

## **2.8 METHOD OF AWARD**

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 6 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, hourly rates, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

Upon approval of the City Council, a contract shall be awarded to one or more Proposer selected as the most responsible, responsive Proposer meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

The City's selection committee will evaluate proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

**Phase I** - An Evaluation Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

All responsive Proponents may be required to make an oral presentation (Phase II) of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation.

**PHASE II** — The City may conduct interview presentations and re-evaluate and score "shortlisted" firms/individuals to establish a ranking of the "shortlisted" firms/individuals.

#### **PHASE II — EVALUATION**

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the



Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in the table below and in Section 4.2 to determine the top ranked firm/individual.

**EVALUATION CATEGORIES — PHASE I & II**

**Evaluation Criteria** - Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
1.	Executive Summary	5
2.	Organizational Structure/Organization Chart	5
3.	Overall Experience, Qualifications and Performance of the Prime Firm and Sub Consultants	25
4.	Experience and Qualifications of Key/Supplemental Personnel	20
5.	Management Plan	15
6.	Quality Control Approach	10
7.	Project Controls Plan	5
8.	DBE/Local/Veteran Goals	5
9.	Experience with Municipal CIP Program Management	5
10.	Financial Capability	5
<b>Total Points</b>		<b>100</b>

**2.9 PROPOSAL FEE SCHEDULE**

Each Proponent must submit a list of billing rates in a separate sealed envelope using the form provided by the City Exhibit B: Employee Classifications / Actual Billing Rates for the identified key persons. The Billing Rates must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent’s Proposal. The Billing Rates shall serve as the baseline for final fee negotiation with the City and be based on the audited field overhead / multiplier rates included below. (Submit one (1) stamped “Original” and five (5) copies in a separate envelope). The billing rate is not a factor in the selection criteria, and therefore, will not be used in evaluating the Proposals or determining the successful Proponent.

**2.9.1. Multiplier**

As part of the Employee Classification/Actual Billing Rates, in a separate sealed envelope, each Proponent must submit a JV blended field audited multiplier to be utilized for personnel assigned full time in the Proposal. If a JV blended field audited multiplier is not available, Proponent must provide a document, which is notarized, signed by an officer of the respondent containing the following statement:

"I \_\_\_\_\_(Name), title, hereby certify that the multiplier information provided with this Proposal as of \_\_\_\_\_(Date) is true and accurate, \_\_\_\_\_(signature)."

## **2.10 AWARD OF CONTRACT**

The City anticipates entering into a contract with the Provider who submits the Proposal evaluated by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

## **2.11 DUE DATE**

All Proposals are due no later than **April 24<sup>th</sup>, 2019 at 11:00 AM, EST** or any time prior thereto at the City Clerk's Office, Government Center, 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Original Submittal and five (5) copies must be presented in separate ring binders. Two (2) CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Proposer's name and **"RFP No. 2019-18, Parks Bond Program Management Services"**.

Original submittal and five (5) copies must be submitted in a sealed envelope or box/container clearly marked with the RFP title. EMAILED OR FAXED proposals will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Firms/individuals shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Doral will not be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

**SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.**

**2.12 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the Bid/Proposal to be considered non-responsive.

**2.13 COMPLETE PROJECT REQUIRED**

The Work to be performed under any Agreement resulting from this RFP shall consist of furnishing all deliverables approved by the City as required for the fulfillment of the Agreement in strict accordance with the Agreement Documents. The Work shall be complete, and all work, materials, and services not expressly shown or as called for in the Agreement Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Providers as though originally so specified or shown, at no increase in cost to the City.

**2.14 INQUIRIES**

Any questions regarding this Proposal shall be directed in writing to the Procurement Division via email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: **"RFP No. 2019-18 - Parks Bond Program Management Services"**. If your request is seeking a public record, such as a proposer list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or before **5 P.M. on April 8<sup>th</sup>, 2019**. The firm/individual submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

## **2.15 BONDING REQUIREMENTS**

The Respondent, in submitting this proposal, must include a 10% (ten percent) Bid Bond for the amount of the negotiated contract amount/ fee schedule. Such bond shall be from a Surety Company in the amount of 10% (ten percent) of the negotiated contract amount/ fee schedule. A company, cashier or personal check **shall not** be deemed a valid Bid Security.

**2.15.1 Performance and Payment Bond:** The City of Doral shall require the successful BIDDER to furnish a Performance Bond and Payment bond, each, in the amount of 100% of the total Bid Price, with the City of Doral as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

**2.15.2 Bid Guaranty:** The successful Respondents shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days of notification of the award by the City.

The Respondents who has the Contract awarded to them and who fails to execute the Contract, furnish the Performance and Payment Bonds, and/or Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Respondents fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

## **2.16 ATTACHED FORMS**

### **2.16.1 Non-Collusion Affidavit**

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFP submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this RFP, the Party certifies the firm/individual has not divulged discussed or compared its/his/her Proposal with other Parties and has not colluded with any other respondents or parties to this RFP whatsoever. Also, the firm/individual certifies, and in the case of a joint response, each Party thereto certifies, as to its/his/her own organization, that in connection with this RFP.

No attempt has been made or will be made by the firm/individual to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

The only person or persons interested in this RFP, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the Agreement to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the firm/individual for the purpose of doing business.

**2.16.2 Americans with Disabilities**

As part of any Proposal, each firm/individual must submit an executed American with Disabilities Act Non-Discrimination Statement attesting to compliance with 42 U.S.C. Section 12101 et, seq.

**2.16.3 Compliance with Equal Employment Opportunity**

The firm/individual shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the firm/individual has agreed to undertake by and through the covenants, and provisions set forth in this RFP or subsequent Agreement.

**2.16.4 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposal on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

**2.16.5 Tie Bid Form**

Whenever two or more Proposal are equal with respect to price, quality, and service are received by the City, a Proposal submitted by a firm/individual that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing ties will be followed if none of the tied firms/individuals have a drug free workplace program.

## 2.17 MANDATORY PRE-PROPOSAL MEETING

A **Mandatory** Pre-Bid Conference will be held on Monday, April 1<sup>st</sup>, 2019 at 11:00 a.m. EST at the City of Doral Government Center - Training Room (Third Floor), 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. **Late arrivals will not be permitted to join the conference and therefore forfeits all opportunities to bid on this project.** During this conference all work will be discussed. The Procurement Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP.

\* There is a mandatory check-in process at the Government Center security front desk. Please allow yourself sufficient time for check-in, as doors will be locked, and pre-bid will begin promptly at 11:00 a.m. Representative must be present in meeting room at commencement of meeting to be counted as on-time. \*

The above referenced forms are included in 'Forms / Deliverable' at Section 6 of this RFP. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

END OF SECTION 2

# **SECTION 3.0**

## **TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE OF SERVICES**

The City of Doral is soliciting proposals to engage a Project Management Team that will provide, on an as-needed basis, professional Program Management services for the Doral Parks Bond projects as described broadly in the Program Summary below. The Doral Parks Bond was approved by City of Doral voters on November 6, 2018.

The bond program will provide for the construction and renovation of the park system as conceptualized in the master planning process completed last year. This process validated that Doral has a proven reputation for providing high-quality parks, amenities, and experiences, however, struggles to meet the demands of a rapidly growing population in a landlocked geography. As noted in both the 2010 and 2017 Doral Parks System Master Plans, the City is perpetually playing “catch up,” resulting in parks which can become over-used, over-programmed, and inflexible.

It is important to note that the City is currently “underparked,” based on state and national benchmarks as well as comparisons to similar cities. While the City’s comprehensive plan establishes a level-of-service (LOS) goal of 4.5 acres of parkland per 1,000 population, the actual LOS is 2.24 acres per thousand. If no additional parkland is acquired, the LOS will decline to approximately 1.5 acres /1,000 by the year 2020 when the City’s population is estimated to exceed 80,000 residents. When a park systems level of service decreases, so does the city’s quality of life.

It is the City's desire to secure the services of a Proposer(s) who can provide quality service in the following areas of need.

The projects proposed within this bond are intent on meeting the high-priority needs mentioned above, allowing for the greatest benefit to the largest amount of Doral’s residents as possible, regardless of age, ability, or location within the city. More detailed information can be found at the link below to help proponents understand the process and future progress of the Doral Parks Bond program.

<https://www.doralparksbond.org/oversight-committee>

### **3.2 PARKS BOND PROJECTS SUMMARY**

The implementation of the Doral Parks Bond Program projects will have a positive impact to the overall safety, quality of life, and mobility of the City’s residents, commuters and visitors. Parks Bond projects include the following:

**3.2.1. Doral Central Park**

- a. At 82 acres, Doral Central Park will be the largest park in the city, and one of the largest in the region. The community’s vision for this park reflects Doral’s populace in that it is both bold and diverse. Located in one of the fastest growing areas of the city, Doral Central Park is envisioned to be a multi-generational destination park for all Doral residents, regardless of age or ability, that seamlessly blends outdoor recreation, indoor recreation, and aquatics in a sustainable and community-centric way.
- b. Central Park is envisioned to be the recreation and special-events hub in Doral, and is anticipated to provide over 30 different components and programmatic areas, including:

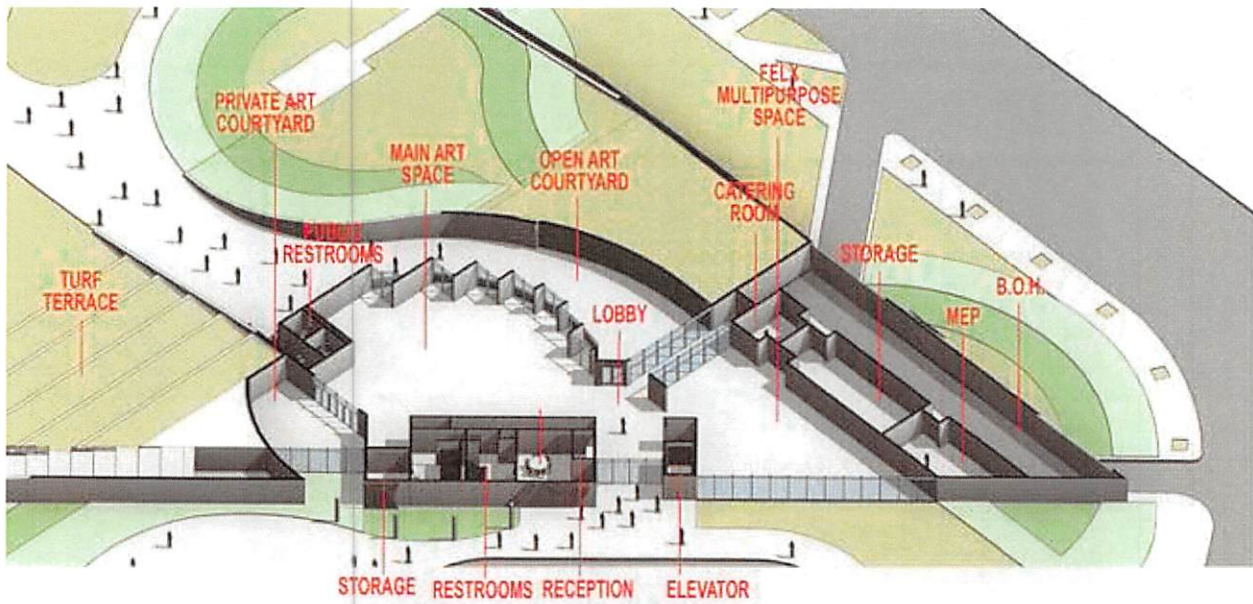
70,000 SF Recreation Center	Sensory play space	Canoe/Kayak/Paddle boat launch
Open Greenspace	Wetland boardwalk trail	Natural area with nature trails
Dedicated drop-off plaza	Lake-front sane volleyball	Nature pavilion
Surface parking lots	Playground/play space	Restroom building
Competition pool	Urban dog park	Small picnic shelter
Park maintenance building	Basketball Courts	Large picnic shelter
Formal events lawn	Tennis courts	Lake-front trail
Events pavilion	Tot-lot	Bike and exercise loop
Aquatics center	Lake-front promenade	Community garden
Leisure pool deck	Cultural plaza	Overflow turf parking area
Competition pool deck	Existing water storage tank	Perimeter roads with on-street parking
Skate spot and pump track	Learn-to-bike loop	





### 3.2.2. Cultural Arts Center

- a. The proposed bond includes the design and construction of Doral’s first dedicated, cultural arts facility at Downtown Doral Park. The Doral Cultural Arts Pavilion will serve to celebrate the unique culture of Doral, as well as the variety of cultures, arts, and experiences embraced by the city’s residents.
- b. At approximately 9,000 square feet, the Doral Cultural Arts Pavilion is envisioned to be the hub of cultural and performing arts in Doral and will be supported by satellite programming locations at both Doral Central Park and Doral Legacy Park.
- c. The Doral Cultural Arts Pavilion building will include multiple programmatic components such as:
  - i. Large art gallery space visible from both inside and outside the building,
  - ii. A flexible multi-purpose room,
  - iii. Multiple outdoor courtyards,
  - iv. Catering area
  - v. Dedicated vehicular drop-off area,
  - vi. Public restrooms.



### 3.2.3. Doral Meadow Park Building

- a. As noted in the Doral Park's Master Plan, the provision of high-quality, flexible indoor recreation spaces across the city is very important to Doral Residents. Expanding the existing Doral Meadow Center, by enclosing the existing outdoor patio space, will provide residents with access to an additional 800 square feet of multi-purpose indoor recreation space. In addition, the renovation will include a high-tech conference room, kitchenette, façade treatments, green walls, and an indoor trophy case.
- b. Following is an approximate breakdown of the different programmatic space's interior to the Doral Meadow Center (all approximate dimensions rounded to the nearest foot):
  - i. New MP Room: 36'x21' (800 SF with a 50 SF storage closet)
  - ii. New Kitchenette: 10'x6' (60 SF)
  - iii. New Hallway Storage: 8'x4' (33 SF)
  - iv. Staff Office: 8'x10' (80 SF)
  - v. Conference Room: 18'x20' (373 SF)
  - vi. Large Storage Area: 10'x20' (200 SF)
  - vii. Maintenance/Storage Area: 14'x18' (258 SF)
  - viii. Men's Restroom: 9'x15' (155 SF)
  - ix. Women's Restroom: 11'x15' (175 SF)



## Doral Meadow Center Expansion + Renovation

### 3.2.4. Downtown Doral South Park

- a. The bond will help fund construction of the currently undeveloped “White Course Park Parcel” within Downtown Doral South. This future park is located within one of the fastest growing residential areas of the city and will help meet the day-to-day recreation needs of those residents. While a final plan for this park space has not yet been completed, it is anticipated to include:



### 3.2.5. Morgan Levy Park

- a. Add more security cameras
- b. ADA Accessible routes to picnic BBQs
- c. Transitioning to high efficiency LED light fixtures

### 3.2.6. Trails and Tails Park

- a. Increase year around access by adding site-lighting in the entire park facility
- b. Fix fencing in the dog areas to be even more secure

### 3.2.7. Pedestrian/Bicycle Bridge over Doral Boulevard

- a. The proposed pedestrian bridge spanning over Doral Boulevard/NW 41st Street will provide residents and visitors a needed link between the north and south segments of

the Turnpike Trail which is bisected by Doral Boulevard/NW 41 Street. Users of the Turnpike Trail face hazardous conditions when attempting to cross the heavily trafficked six lane typical section of Doral Boulevard. The bridge will include elevators as well as ADA compliant ramps for pedestrian and bicycle ease of movement. While safety is of the utmost importance, providing the public at large with a bridge that will encourage and sustain its use is of equal value. Achieving a design that will promote its use is inherently connected to how well it is integrated into the context of the site, the experience of pedestrians and bicyclists and how the design survives the test of time. The structure is also an opportunity to be a landmark for the City of Doral and serve as a gateway into the City from the Florida Turnpike. This structure should function as more than just a link or path for circulation; it should be a focal point in a city which actively continues to develop its unique identity and character through a balanced and harmonious approach to urban design. Several features have been incorporated into the design such as shading, protection from the elements, and state of the art illumination through the use of LED lighting technology.

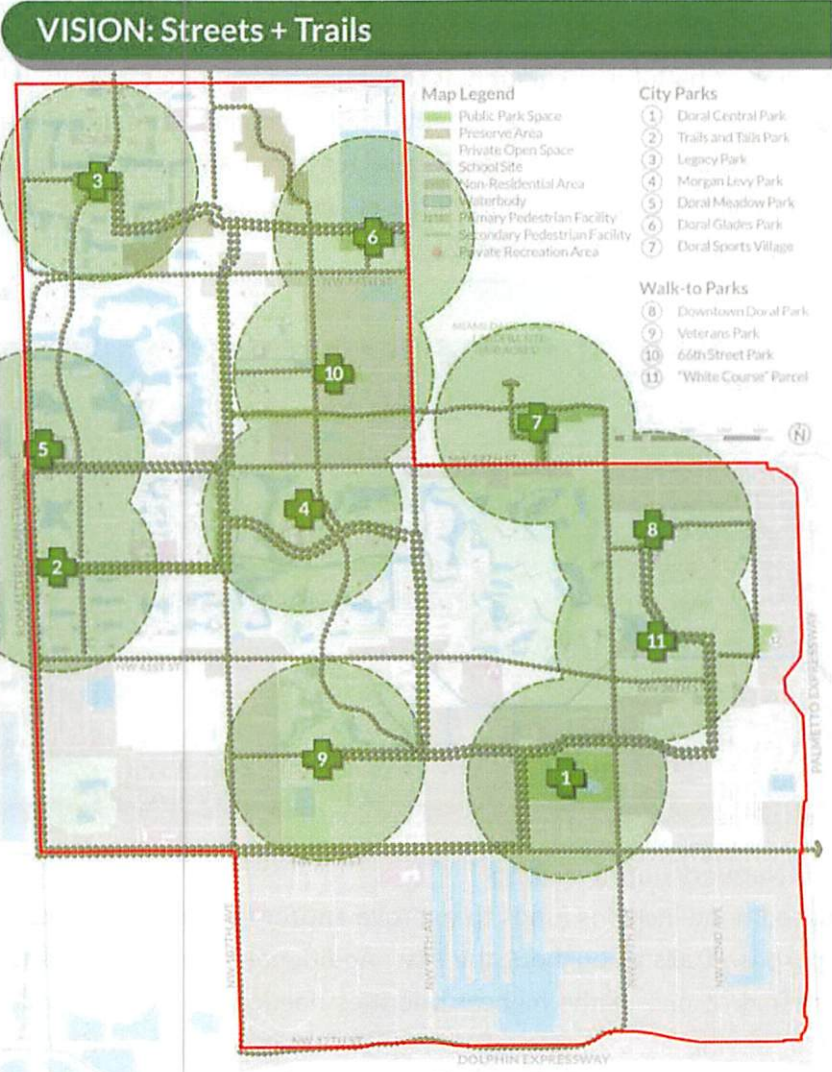


### 3.2.8. Citywide Trails Network Improvements

- a. The proposed bond includes funds to improve and/or construct approximately 5 miles of multi-purpose trails throughout the city. Additional paved walking and biking trails were identified as one of the highest priorities needed by City of Doral residents. In addition to serving as a means of recreation, trails are also critical transportation infrastructure for Doral's residents, allowing them to move to and between the city's parks, neighborhoods, and cultural facilities without the use of a car.
- b. Although Doral has made significant progress developing its trail network over the last decade, the majority of the City's existing multi-purpose trails are located on the western and southwestern edges of the city where available easements and right-of-way were

available. The central and eastern portions of the city have very limited pedestrian infrastructure and are an area of priority for the city. Doral Central Park, Downtown Doral, and Morgan Levy Park are all located within this region, in addition to thousands of residential units.

- c. In addition to building new trails, the City will also leverage the bond funds to make strategic enhancements to existing trail segments. Much needed improvements – such as the addition of lighting – will improve the condition, usability, and safety of the existing trail network for users city-wide.



### **3.3 PROGRAM MANAGEMENT DELIVERY TEAM SERVICES**

The City of Doral will select a Program Management Delivery Team (“PMDT”) that will provide staff augmentation support for the Doral Parks Bond Program projects. The PMDT will be separate from the General Engineering Consultant (GEC) pool that provides design and engineering consultants for City projects. Work will include program management and other services that require a wide variety of skills and capabilities and will be scalable to meet the needs of the Doral Parks Bond Program. The term “scalable” in this context implies that the personnel needs of the program may fluctuate widely over time and that there are no guarantees of assignments over any duration. The intent of this contract will be to provide services that will augment City of Doral staff and be responsible for the successful completion of all assigned tasks and projects. Anticipated initial assignments are detailed in the key positions described below. Other related assignments will be determined and incorporated as needs arise. During the term of the Contract, the Consultant(s) will report directly to the City’s Manager and/or his designee for the Doral Parks Bond Program and members of the City’s management team. Additionally, the Consultant(s) will coordinate with a variety of other City consultants such as architects, engineers, planners, and contractors. The City anticipates that certain positions on the Doral Parks Bond Program team will be filled by a combination of Consultant and City personnel. The City and the PMDT will function as a seamless team with the shared objective of successfully implementing the Doral Parks Bond Program.

**3.3.1. PMDT Basic Services** –The PMDT basic services personnel shall be assigned to the project on a full-time basis and work out of offices located at Doral Government Center. The PMDT Principal-in-Charge will report directly to the City Manager or his designee concerning the Consultant’s services. The PMDT personnel shall assist in the planning, coordination, scheduling and monitoring of the assigned Doral Parks Bond Program projects during the planning, design, construction, start-up, commissioning, and close-out phases as requested and authorized by the City’s Manager or his designee.

- a. **Program Management** – The PMDT Principal in Charge is responsible for the overall successful delivery of the assigned support services for the Doral Parks Bond Program projects. The PMDT Manager will have overall responsibility for assigning personnel, and the coordination of all PMDT staff support tasks and activities to insure the goals and objectives are accomplished within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity, and delivering the project scope established by City. The PMDT Principal-in-Charge will:
  - i. Direct and manage all business functions of the PMDT staff to the extent authorized.
  - ii. Effectively communicate expectations to team members in a timely and clear fashion.
  - iii. Have the authority as the Consultant’s Authorized Representative to act on the behalf of the Consultant.

- iv. Attributes of the PMDT Principal-in-Charge will include:
  1. Demonstrated experience coordinating, directing and overseeing work of others on multiple, concurrent projects;
  2. Flexibility and adaptability during times of change, and can conform to shifting priorities, demands and timelines;
  3. Reacts to task adjustments and alterations promptly and efficiently;
  4. Strong interpersonal skills; and
  5. Ability to elicit cooperation from a wide variety of stakeholders, including, the general public, community groups, other state, local and federal agencies and authorities, and other City departments.
- b. **Pre-Construction Services** - The Consultant shall provide management of the pre-construction process by ensuring that there is a consistency of direction on all project processes and project matters during the planning and design phases.
- c. **Construction Management** – The Consultant shall assist the City with the overall successful completion of the construction component of the bond program including the assignment of field engineers and construction inspectors.
- d. **Program Safety** - The Consultant shall supplement the City of Doral, on an as-needed basis, to implement and execute a safety management plan for the Program that utilizes best practices and is easily expanded to all construction projects and respect contractors.
- e. **Contract Services** - Consultant shall provide a construction contracting specialist to assist with construction contracting services and coordinate with the City’s Office of Procurement, including the development of bid packages, technical specifications drafting, and development of General and Special Conditions.

**3.3.2. Other PMDT Services positions that will be filled by a combination of Consultant and City staff.**

- f. **Project Management** - Consultant shall provide Project Managers to assist in the coordination and overall management of the Doral Parks Bond Program projects reporting to the Program Management Officer.
  - i. Since project types will vary, Project Managers with differing skill sets and experience will be required to execute and finalize projects according to strict deadlines and within budget.
  - ii. Project Managers will perform the following:
    1. Direct and manage project development from concept through closeout.
    2. Define project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders.



3. Develop project implementation and execution plans and associated communications documents.
  4. Effectively communicate project expectations to team members and stakeholders in a timely and clear fashion.
  5. Liaise with project stakeholders on an ongoing basis.
  6. Estimate the resources and participants needed to achieve project goals.
  7. Draft and submit budget proposals and recommend subsequent budget changes where necessary.
  8. Where required, negotiate with other department managers or state/local agencies for the acquisition of required information or resources. Proactively manage changes in project scope and schedule, identify potential crises, and devise contingency and mitigation plans.
  9. Define project success criteria and disseminate to involved parties throughout project life cycle.
  10. Coach, mentor, motivate and supervise project team members and contractors and design consultants, and require them to take positive action and accountability for their assigned work.
  11. Conduct pre-project briefings, post-project de-briefings, and create recommendations reports (“lessons learned”) in order to identify successful and unsuccessful project elements.
  12. Ensure all documents processed must at a minimum include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI’s), to and from parties. Consultant will ensure that Document Control is included on the distribution of all Program related documents.
  13. Negotiate professional services on behalf of the City.
- iii. Attributes of the Project Manager will include:
1. Experience at working both independently and in a team-oriented, collaborative environment is essential;
  2. Experience with alternative project delivery methods, such as Design-Build and Construction Manager At-Risk
  3. Flexible during times of change; Can conform to shifting priorities, demands and timelines through analytical and problem-solving capabilities; Reacts to project adjustments and alterations promptly and efficiently.

4. Ability to elicit cooperation from a wide variety of sources, including upper management, clients, and other departments.
  5. Ability to read communication styles of team members and contractors who come from a broad spectrum of disciplines.
  6. Strong interpersonal skills, including persuasion, encouragement, and motivation, political sensitivity.
  7. Ability to defuse tension among project team members, should it arise, and the ability to bring a project(s) to successful completion through teamwork.
  8. Strong written and oral communication skills.
  9. Adept at conducting research into project-related issues and products.
- g. **Utility Coordination** – Consultant shall lead or participate in utility coordination efforts for the program to minimize project delays and conflicts.
  - h. **Field Engineering/Construction Inspection** – Consultant shall supplement City staff to ensure that all construction and inspection activities are properly executed.
  - i. **Contracts Administrative Tasks** – Consultant shall assist Doral Parks Bond Program contracts staff in all administrative tasks related to contracts development.
  - j. **Communications and Public Outreach** – Consultant shall assist City of Doral Department of Communications and Doral Parks Bond Program Team in executing a proactive public outreach program.
  - k. **Program Control Services** - As part of the PMDT Services, Consultant shall provide program control (“Program Control”) services that utilize the City’s Program Management Information System – PMIS (“MUNIS”). The Program Controls Manager will evaluate the PMIS system and propose appropriate improvements and enhancements and assist in the implementation of approved modifications. Consultant may be required to procure as a reimbursable expense sufficient software licenses and maintenance agreements to support Munis.
    - i. **Project Controls Management** - implementation and execution of program controls process and protocols which shall include, but not be limited to:
      1. The preparation of reports, documents, and data provided through the PMIS that represent an accurate assessment of a Projects current status and of the Work remaining to be accomplished.
      2. It shall provide a sound basis for identifying variances and problems and for making management decisions.
      3. Consultant shall adhere to configuration management policies by coding all information in accordance with the approved Program Work Breakdown Structure (“WBS”).

4. Consultant shall prepare written reports as detailed herein. All reports shall be in 8 ½" x 11" format and must be transmitted in electronic and hard copy form.
  5. A monthly Executive Summary (including progress photos) providing an overview of current overall project status, issues and pending decisions, future developments, expected achievements, and any actual or anticipated problems or impacts.
  6. A monthly Cost Narrative describing the current status of the incurred costs against the approved construction budget, the estimated final Cost of Work at completion, and status of Contract Contingency.
  7. A monthly Scheduling Narrative summarizing the current status of the Project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses necessary to compare planned performance with the Projects actual performance. Recommend possible schedule recovery and impact mitigation actions.
  8. A monthly Accounting Narrative describing the current cost and payment status of the entire Project. This report shall relate current encumbrances and expenditures to budget allocations.
  9. Assist in the management, control, preparation and quality control and tracking of Project Information Packages (PIP).
  10. Other reports set forth and required in the Program Management Plan (PMP).
  11. Consultant will ensure all documents processed must, at a minimum, include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties.
- ii. **Estimating Services** - Consultant shall provide estimating services in support of the Program as a whole. In general, estimates will be developed by project managers, City staff and consultants. The Estimating Manager will review estimates and provide direction. The estimating services shall include, but not be limited to:
1. Prepare conceptual and detailed construction estimates based on information provided by others.
  2. Reviewing Program construction budgets to provide a confidence ranking for that Projects construction budget.

3. Review Contractor and design consultant cost proposals (change order proposals and add services) and provide an opinion as to the merit (entitlement and value) of the cost proposal.
  4. Assist in negotiations with Contractors and design consultants.
- iii. **Program Scheduling** – Consultant shall work with Project Managers to update project schedules on a bi-weekly basis. Consultant shall indicate project schedule status as “On-schedule”, “Behind schedule” or “At Risk for Delay” based on interaction with the Project Manager. Project schedules will be compatible with Primavera P6 and Microsoft Project.
- iv. **Quality Control/Quality Assurance Program** will include, but is not limited to:
1. Consultant will develop a provide tools for and to manage PMDT, project Consultant and Contractor performance for the best final project outcome.
  2. Periodic Quality Assurance reviews for a representative sampling of projects, mostly during the construction phase.
  3. Continuous Quality Control throughout the development of every project.
  4. Conversely, a few projects will receive a Quality Assurance review while still in the project development phase. This will occur only for those projects considered to be “high profile” or “high risk.” This type of project is yet to be defined.
- v. **Document Controls** - Consultant services may include necessary resources for the establishment, maintenance and operation of a central Documents Control program. Consultant staff will ensure all documents processed include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI’s), to and from parties. Consultant will ensure that Document Control is included on the distribution of all Program related documents.
- vi. **Other Services** - services authorized by task order on an as needed basis for a specific time period or project.
1. GIS Specialist
  2. Two-Man Survey Crew
  3. Safety Inspector
  4. Construction Testing
  5. Permit Expediter

### 3.4 CITY’S RESPONSIBILITIES

The City shall provide information, as available, regarding requirements for the Doral Parks Bond Program Projects including a program, which shall set forth the City's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements. **Notwithstanding anything contained in this Contract, the City reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with Consultants other than Consultant and any of its sub consultants named in this Contract. There is no guarantee of any work under this Contract.** The City's Manager or his designee will promptly render any decision necessary for the orderly progress of the work. The City will furnish to the Consultant any information or materials in its possession which relate to a specific project as expeditiously as possible. The City reserves the right to remove from the Program, any personnel employed by the Consultant who is assigned to perform services for the City's Projects.

PMDT Project Personnel (and other staff members as required) shall be assigned to the project on a full-time basis and work out of the City of Doral Government Center, unless otherwise directed by the City Manager. Staffing requirements will be evaluated at a minimum of once a year and adjustments made as needed.

It is expected that the PMDT Principal-in-Charge will be required for full time assignment for one year or until construction commences, whichever term is longer, and then will become a part time assignment for the duration of the contract. The PMDT Principal-in-Charge will report directly to the City of Doral City Manager. The PMDT shall assist in the planning, coordination, scheduling, and monitoring of Doral Parks Bond Program projects as requested and approved by the City. At the culmination of the Principal-in-Charge's full-time assignment, the PMDT will assign the Construction Manager full time and all other staff will remain part time.

**END OF SECTION 3**

# **SECTION 4**

## **INSTRUCTIONS FOR PREPARING PROPOSALS**

### **4.1 RULES FOR STATEMENT OF QUALIFICATIONS**

The statement of qualifications must name all persons or entities interested in the proposal as principals. The statement of qualifications must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

### **4.2 STATEMENT OF QUALIFICATIONS FORMAT**

Respondents shall prepare their statement of qualifications using the following format and should include, but not be limited to, the following:

#### **A. Title Page**

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "RFP NO. 2019-18 - Parks Bond Program Management Services".

#### **B. Table of Contents**

Include a clear identification of the material by section and/or by page number.

#### **C. Information Required to Be Included in Informational Proposal:**

1. Summary: The following is a summary of information required to be contained in an Informational Proposal:
  - a. Information Drafted and Provided by a Proponent:
    - i. Executive Summary;
    - ii. Organizational Structure/Organization Chart;
    - iii. Overall Experience, Qualifications and Performance on of the Prime Firm and Sub Consultants
    - iv. Experience and Qualifications of Project Personnel;
    - v. Management Plan;
    - vi. Quality Control Approach; and
    - vii. Project Controls Plan.
  - b. Information Provided by a Proponent on Forms Provided by the City:
    - i. Forms attached to this RFP:
      1. Statement of No Response
      2. Solicitation Response Form
      3. Certification of Solicitation Requirements
      4. Contact Information Worksheet

5. Proposer Qualification Statement
  6. Business Entity Affidavit
  7. Non-Collusion Affidavit
  8. No Contingency Affidavit
  9. Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
  10. Equal Employment Opportunity Certification
  11. Public Entity Crimes (Sworn Statement)
  12. Drug Free Workplace Program
  13. Anti-Kickback Affidavit
  14. Cone of Silence Certification
  15. Respondent's Certification
  16. Certificate of Authority
  17. Tie Submittal Form
- ii. Forms attached to Services Agreement attached to this RFP at Exhibit B:
1. Exhibit B Proposal Fee Schedule (This should be included in a separate sealed envelope and labeled "Proposal Fee Schedule");

**NOTE:** Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

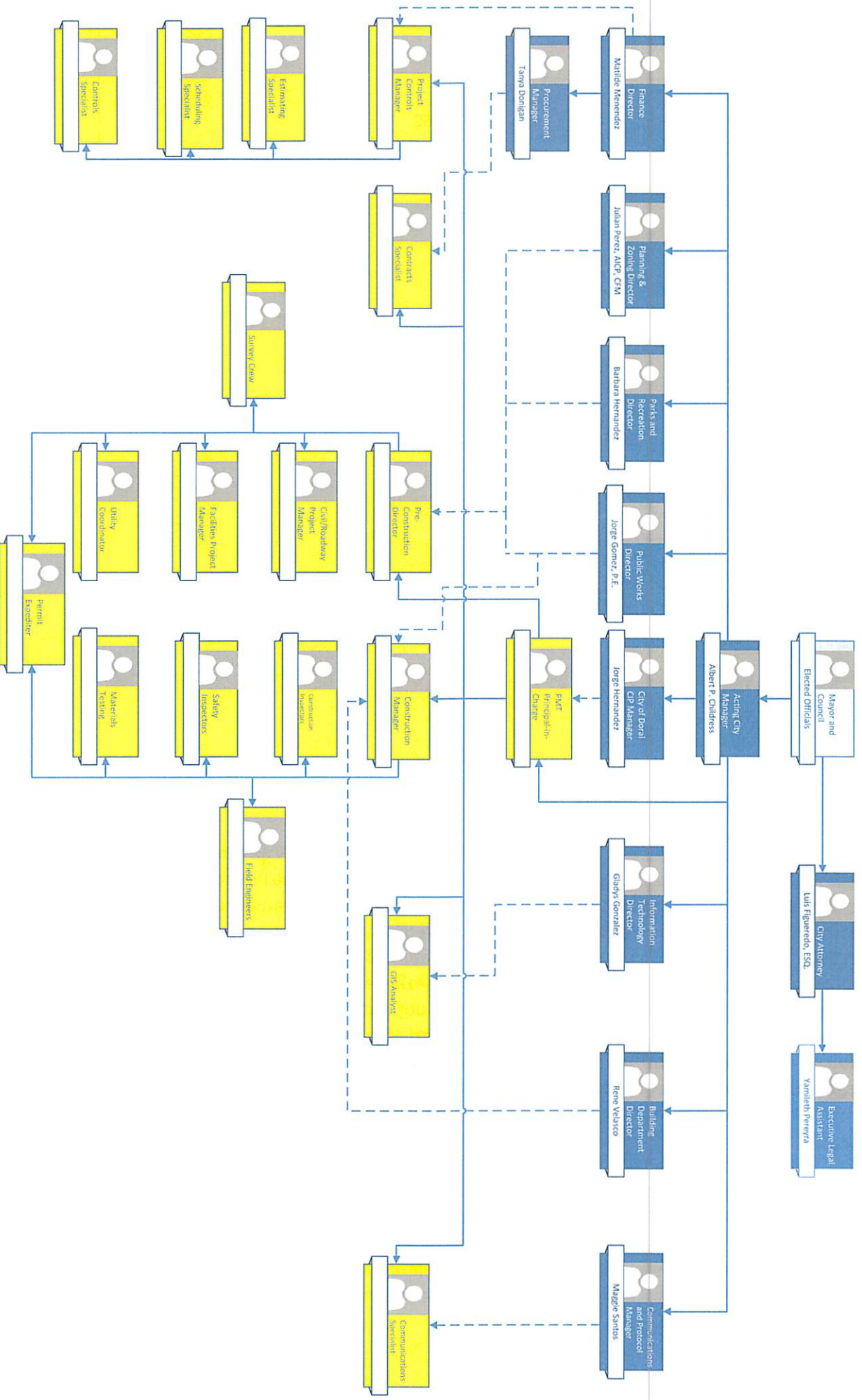
2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:
- a. **Executive Summary – 5 pages maximum**
    - i. Cover Letter: The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.
    - ii. Detailed Executive Summary: The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, email address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
  2. The general and specific capabilities and experience of the Proponent's Team related to the successful completion of Capital Improvement Projects/Programs. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City; Discuss specific successful project management experience using alternative project delivery methods such as Design-Build and Construction Manager at Risk, as well as experience in performing constructability analysis, value engineering, construction administration, and including end-users in planning and design/construction decisions.
  3. A description of the Proponent's plan for complying with the City's DBE/Local goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the roles and responsibilities these firms will be assigned as well as the DBE (12%) and Local (5%) goal percentages being met. Each Proponent must provide a letter from each essential subcontractor/sub-consultant indicating that the firm concurs with the role and responsibility Proponent has described; (Subconsultant letters are excluded from the 5-page maximum limit); and
  4. Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed work in either the private or public sector during the past five (5) years. If the Litigation Disclosure exceeds ten (10) pages, provide the disclosure on a compact disk (CD).
- b. **Organizational Structure/Organizational Chart – 8 pages maximum, 11x17 size paper allowed for charts:** The Proponent's Organizational Structure Section of the Proposal should consist of Chart(s)/information. Charts must contain the following information:
- i. Proponents must provide a duplicate organizational chart to the one included below, which indicates staff augmentation personnel to support an integrated structure. The organization chart must include names of the proposed candidates to fill the functions anticipated to be needed. These functions are as shown on the organizational structure included below, and as further described in section C on Project Personnel. Please further indicate whether these individuals are JV personnel or from key subconsultants.
  - ii. If proponents are a Joint Venture (JV) they must also provide an organizational chart to include the JV organizational structure, including JV management team, all proposed sub-consultants, Doral Parks Bond mandated positions in the



organizational Structure, plus any “bench strength” that may be available for possible expansion of Services in the future. Limit “bench strength” names and resumes to ten (10) or less and restrict the services that they could perform to the services being solicited in this contract. The “bench strength” resumes may reflect additional positions that are relevant to the requested services. Any additional positions provided by the proponent will be considered “suggested” positions and must be included as an attachment to the proponent’s Exhibit B. Provide a narrative description of the role assigned to all proposed personnel. ***Note that bench strength resumes are not required as part of this submittal. However, salary, multiplier and billing rate information for bench strength positions are required as part of the Fee Schedule.***

- iii. Also provide a description of the Proponent’s Management organization in narrative format. The narrative should provide a description of the Proponents’ views on how it will provide the Services, as well as describe the relationship of its key personnel to that of the Principal-in-Charge and other key members of the management team. Describe how this organization will facilitate managing the Services requested and how an efficient flow of information will be realized to ensure all services are fully coordinated within the organization.



c. **Experience and Qualifications of Project Personnel – Resumes 3 page maximum per each:**

i. Identify and provide resumes for the individuals that the Proponent will use to fill the following Key Personnel positions. Note that some of these positions will be assigned from contract inception, while others may be added as program workload demands.

1. Program Management Delivery Team (PMDT) Services

- a. PMDT Principal-in-Charge
- b. Construction Manager
- c. Pre-Construction Director
- d. Project Controls Manager
- e. Estimating Specialist
- f. Scheduling Specialist
- g. Contracts Specialist
- h. Project Controls Specialist/Accountant
- i. Facilities Project Manager
- j. Civil/Roadway Project Manager
- k. Contracts Administrative Assistant
- l. Construction/Building Inspectors (x10)
- m. Utility Coordinator
- n. GIS Analyst
- o. Two-Man Survey Crew
- p. Safety Inspectors (x2)
- q. Construction Materials Testing Leader
- r. Field Engineers, Sr. (x2)
- s. Communications Specialist
- t. Permit Expediter

ii. Selected Personnel/Position Descriptions:

1. **PMDT Principal-in-Charge** – The PMDT Principal-in-Charge is responsible for the successful performance of the PMDT team. This performance includes assignment and performance of personnel as is requested at project inception, as well as personnel changes (additions/deletions) that may be required over the life of the program. He/she will also insure that the contract requirements as to scope of services are delivered within specified timeframes. The Principal-in Charge will also be available to the City Manager, as may be requested, to advise on matters concerning the overall successful delivery of the Doral Parks Bond Program. He/she assists and reports directly to, the City Manager, or designee, with responsibility and direction for all business functions of the PMDT staff.
2. **Construction Manager** – The Construction Manager shall report to the City Manager or designee and shall be responsible for all construction management activities on the Program. All field engineers and inspectors and safety personnel shall report to the construction manager.
3. **Pre-Construction Director** – The Pre-Construction Director shall be an individual who will be responsible for leading the pre-construction

process by managing the Project Manager and ensuring that there is a consistency of direction on all project processes and project matters. The Pre-Construction Director will report directly to the City Manager, or designee, and advise on all matters related to planning and design, such as appropriateness of fees, defining and refining scopes of work, and prioritizing projects and resources. This individual will work closely with the Contract Specialist, Project Controls Manager and Construction Manager to ensure accountability and quality control throughout the life of the program and the individual projects.

4. **Estimating Specialist** – The Estimating Specialist performs supervisory cost estimating, conceptual cost and budget planning, and cost impact analyses. Develops the capability and supervises the preparation of construction cost estimates for all disciplines, and has full responsibility for directing, supervising, and reviewing the work of others. Reviews estimates for adequacy, uniformity and completeness. Evaluates vendor quotes, bid information and change orders. Interacts with client and upper level management. Acts as staff advisor to the Construction Manager and Project Manager for all cost estimating issues.
5. **Project Controls Manager** – The Project Controls Manager is responsible to plan and direct all aspects of the Doral Parks Bond Program controlling functions. These functions include assisting in establishing and maintaining the program's control principles, practices, and procedures.
6. **Scheduling Specialist** - The Scheduling Specialist is responsible for the overall management and execution of the scheduling component of the Project Control services which includes related cost loading, cost status reporting, cash flow projections, task/confirmation lists, claims analysis, overall assessment of the program status and periodic reports for oversight management and field coordination. In addition, the scheduling specialist is responsible for monitoring schedule updates by project contractors to insure compliance with contract requirements; to insure proper documentation and filing of schedules and to analyze the project for schedule problems that the project contractors may not have recognized.
7. **Project Controls Specialist** – The Project Controls Specialist is responsible for assisting the Project Managers, Project Controls Manager, and/or Management with many facets of project execution from set up to close out.
8. **Contracts Specialist** – The Contracts Specialist is responsible for providing construction contracting technical assistance to the Doral Parks Bond Program to bridge the design and procurement processes and ensure consistency within the entire Project Specifications booklet; this individual is expected to have strong construction contracting expertise.
9. **Civil/Roadway Project Manager** – The Civil/Roadway Project Managers plans, directs and coordinates activities of civil/roadway programs to

ensure that goals and objectives of projects are accomplished within prescribed time frame and funding parameters.

10. **Facilities Project Manager** – The Facilities Project Manager plans, directs and coordinates activities of facility (vertical) projects to ensure that goals and objectives of projects are accomplished within prescribed time frame and funding parameters.
  11. **Field Engineer** – The Sr. Field Engineer monitors and inspects daily construction activity to ensure compliance to plans, specifications, and construction methods.
  12. **Contracts Administrative Assistant** – The Contracts Administrative Assistant provides a variety of clerical and administrative tasks to support the Contracts Specialists and Contracts Administrator.
  13. **Other Required Positions** – Construction Inspectors, Safety Inspectors, GIS Analyst, Communications Specialist, Utility Coordinators, Construction Materials Testing Leader, Two Man Survey Crew, and Permit Expediter.
- iii. Resumes no more than three (3) pages and should be organized as follows:
1. Name and Title;
  2. Professional Background;
  3. Current and Past Relevant Employment;
  4. Education;
  5. Licenses and Certifications;
  6. List of (3) Relevant projects, including:
    - a. client name;
    - b. project description;
    - c. project value;
    - d. role of the individual;
    - e. the original contract schedule to start and complete the project;
    - f. the actual start and completion dates of the project; and
    - g. reference contact.
  7. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan and get approval from the City Manager, or designee.
- d. **Overall Experience, Qualifications and Performance of the Prime Firm and sub-consultants – 20 pages maximum:**
- i. Describe the Proponent’s experience and qualifications in program management services as widely described in the Scope of Services and as may be more fully described in a Task Order. Proponent must provide a narrative description of three (3) projects and a maximum of six (6) projects in total, from programs of similar nature to the Doral Parks Bond Program, demonstrating capability and qualifications in all areas identified below:

1. Provide specific experience in Capital Improvement Programs for either public or private entities;
  - a. Experience in Capital Improvements Programs for municipal agencies will be scored as per Section 2.8;
  - b. Project Management, both vertical and horizontal project types, including the use of alternative project delivery methods, such as Design-Build and CM at Risk;
  - c. Managing Pre-Construction Services (Planning, Design, etc.), including performing constructability analysis, value engineering, and the inclusion of end-users (e.g. Maintenance Department) in planning and design decisions;
  - d. Project Controls Services;
  - e. Cost Estimating and Scheduling Services;
  - f. Preparation, Assembling, Coordination and Quality Control Reviews of Complete Project Specifications, including specific experience in preparation and implementation using Design-Build and CM at Risk project delivery terms and conditions;
  - g. Construction Management, Safety Monitoring, Field Engineering and Construction Inspection services;
  - h. Utility Coordination;
  - i. Communications and Public Outreach;
2. Provide experience in the following "on-call" services:
  - a. Construction Materials Quality Assurance Testing services;
  - b. Surveying to Support Design and Construction;
  - c. GIS Support Services;
- ii. A minimum of two (2) of the selected projects must demonstrate the proponent's experience and qualifications to oversee the implementation of a program of both transportation and facility project types \$100,000,000.00 (One Hundred Million Dollars) or more as described in Scope of Services.
  - iii. **City of Doral Staff shall not be used as reference.**
- e. **Management Plan – 15 pages maximum:** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:
  - i. Proponent's approach to team leadership;
  - ii. Availability of Key Personnel;
  - iii. Percentage of Key Personnel staff commitment to the program;
  - iv. How the Proponent will:
    1. ensure proper communications among pertinent project team members;
    2. assure the City that the Scope of Services will be kept within any established time and budget constraints;
    3. establish and maintain the necessary cooperative relationships;
    4. coordinate all necessary project activities within that team relationship;
    5. Ability to quickly react to increasing / decreasing needs and depth / strengths to meet Doral Parks Bond Program requirements; and
    6. Proponent's proposed method to:

- a. Identify and resolve issues during the project duration; and
  - b. Make critical decisions.
- f. **Quality Control Approach – 10 pages maximum:** Describe the Proponent’s approach and program for ensuring quality control and communication within its own team structure, in consideration of the teaming of companies for this assignment. Further describe how this internal quality control initiation will translate into quality control for Services provided to the City.
- g. **Project Controls Plan:** Describe the Proponent’s approach and plan for monitoring and controlling program resources to ensure that projects are delivered on Time, in Budget and within Scope.
  - i. Provide a fully developed project controls approach - **10 pages maximum.**
- h. **Proposal Fee Schedule:** Each Proponent must submit a list of billing rates in a separate sealed envelope using the form provided by the City in Exhibit B: Employee Classifications / Actual Billing Rates for the identified key persons. The Billing Rates must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent’s Proposal. The Billing Rates shall serve as the baseline for final fee negotiation with the City and be based on loaded rates as provided through FDOT Table 6 Loaded Rates. (Submit one (1) stamped “Original” and five (5) copies in a separate envelope). The billing rate is not a factor in the selection criteria, and therefore, will not be used in evaluating the Proposals or determining the successful Proponent.

**4.2.1. Binder and Labeling/Marking Requirements**

All submissions (one original and five copies) shall be placed in three-ring binders each and the binders shall be separated with dividers identifying each section. The original and all copies shall be clearly marked accordingly as “original” or “copy.” The two (2) CD copies and the five (5) required binder copies must be exact duplicates of the original submission. Failure to provide exact copies shall result in submittal being non-responsive.

**4.2.2. Addendum Acknowledgement**

Statement acknowledging receipt of each addendum issued by the City. This page will not count towards the overall page limit.

**Note:** Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the date or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant’s information.

**END OF SECTION 4**

**SECTION 5**  
**PROPOSAL SUBMITTAL FORM**  
**RFP No. 2019-18**

THIS PROPOSAL IS SUBMITTED TO:

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
  - (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
  - (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
  - (e) Proposer has correlated the results of all such observations, examinations, investigations,



- explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
  - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Attention: \_\_\_\_\_

8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

## STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY \_\_\_\_\_, 20\_\_\_\_.

Person Authorized to sign Proposal: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## **SECTION 6**

### **FORMS / DELIVERABLES**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

#### **LIST OF ATTACHED FORMS:**

- Solicitation Response Form
- Statement of No Response
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards

Solicitation Response Form

**BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.**

Name: RFP No. 2019-18  
Title: Parks Bond Program Management Services  
Due Date: April 24<sup>th</sup>, 2019 at 11:00 am  
Delivery Location: City of Doral  
City Clerk's Office  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

Submitted by: \_\_\_\_\_  
(name of company and address) \_\_\_\_\_  
\_\_\_\_\_

---

**PLEASE DO NOT TAPE BELOW THIS LINE**

**For Office Use Only:**

Date and Time Received:  
Received by: \_\_\_\_\_

**STATEMENT OF NO RESPONSE**  
**RFP No. 2019-18**

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk’s Office 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

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

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

TELEPHONE: \_\_\_\_\_

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

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

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- \_\_\_\_\_ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- \_\_\_\_\_ Insufficient time to respond
- \_\_\_\_\_ We do not offer this product, service or an equivalent
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ Other (specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**  
**RFP No. 2019-18**

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

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

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT**  
*(if different from address provided above):*

\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:**

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

**CONTACT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## BIDDER QUALIFICATION STATEMENT

### RFP No. 2019-18

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

**ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

1. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Yearly Budget/Cost \_\_\_\_\_  
Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_
  
2. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Yearly Budget/Cost \_\_\_\_\_  
Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

END OF SECTION



**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)**

**RFP No. 2019-18**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE CITY STATE ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public



as identification.

My Commission Expires:  
My Commission Number:

---

Notary Public  
State of Florida at Large



**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

**RFP No. 2019-18**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is: \_\_\_\_\_

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

\_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**RFP No. 2019-18**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_ whose business address  
is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)



\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ Or Produced Identification

\_\_\_\_\_ Notary Public - State of \_\_\_\_\_ My Commission

Expires \_\_\_\_\_

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

**DRUG-FREE WORKPLACE PROGRAM**  
**RFP No. 2019-18**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

does:

\_\_\_\_\_ *(Name of Firm)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT  
RFP No. 2019-18**

STATE OF \_\_\_\_\_ }

}SS:

COUNTY OF \_\_\_\_\_ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**  
**RFP No. 2019-18**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**CONE OF SILENCE CERTIFICATION**  
**RFP No. 2019-18**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**TIE BIDS CERTIFICATION  
RFP No. 2019-18**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**RESPONDENT'S CERTIFICATION**  
**RFP No. 2019-18**

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires





**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_ a Corporation existing under the laws of the  
State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to  
execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_\_, to the City of Doral and this partnership and that their execution thereof,  
attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)



## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

---

(Name of Corporation)

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We \_\_\_\_\_, hereby acknowledge and

**Prime Contractor**

agree that we, as the Prime Contractor for City of Doral, **Parks Bond Program Management Services**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_  
to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

END OF SECTION

**EXHIBIT "A"**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

- A. Limits of Liability
  - Bodily Injury & Property Damage Liability
  - Each Occurrence \$5,000,000
  - Policy Aggregate (Per Job/Location) \$5,000,000
  - Personal & Advertising Injury \$3,000,000
  - Products & Completed Operations \$5,000,000
  
- B. Endorsements Required
  - City of Doral listed as an additional insured
  - Contingent & Contractual Liability
  - Premises and Operations Liability
  - Primary Insurance Clause Endorsement

**II. Business Automobile Liability**

- A. Limits of Liability
  - Bodily Injury and Property Damage
  - Combined Single Limit
  - Any Auto/Owned Autos or Scheduled Autos
  - Including hired and Non- Owned Autos
  - Any One Accident \$1,000,000
  
- B. Endorsements Required
  - City of Doral listed as an additional insured

**III. Workers Compensation / Employers' Liability**

- A. Workers Compensation Limits: Statutory - State of Florida
  
- B. Employers Liability Limits:
  - \$100,000 for bodily injury caused by an accident, each accident
  - \$100,000 for bodily injury caused by disease, each employee
  - \$500,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.  
Waiver of Subrogation in favor of the City of Doral

**IV. Technology Errors & Omissions/Professional Liability**

**A. Limits of Liability**

Each Claim	\$5,000,000
Policy Aggregate	\$5,000,000

Including Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability and Network Security for third parties  
Retro Date – Prior to commencement of job. Coverage must remain in force for a minimum of one year following contract-end.

**V. Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Subcontractors’ Compliance:** It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

**The above policies shall provide the City of Doral with 10 days’ written notice of cancellation or material change from the insurer in accordance to policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.**

**The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.**

**The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management. Risk Management has the right to alter insurance requirements.**

**ORIGINAL**  
**MODIFIED**

**EXHIBIT “B”**

**COMPENSATION/FEE  
SCHEDULE**

**FEE SCHEDULE**

**Project Management Team Services – Billing rates**

<b>Classification</b>	<b>Lower Rate</b>	<b>Upper Rate</b>	<b>Negotiated Rate</b>
Principle-in-Charge	\$192.91	\$212.21	
Construction Manager	\$234.27	\$257.70	
Pre-Construction Director	\$278.54	\$306.39	
Project Controls Manager	\$192.82	\$212.10	
Estimating Specialist	\$153.23	\$168.55	
Scheduling Specialist	\$161.36	\$177.50	
Contracts Specialist	\$249.58	\$274.54	
Project Controls Specialist	\$177.02	\$194.72	
Civil/Roadway Project Manager	\$183.26	\$201.59	
Facilities Project Manager	\$103.33	\$113.66	
Sr. Field Engineer	\$220.96	\$243.06	
Contracts Admin Assistant	\$69.44	\$76.38	
Communications Specialist	\$76.94	\$187.46	
Safety Inspector	\$63.86	\$70.25	
Utility Coordinator	\$141.55	\$155.70	
GIS Analyst	\$135.66	\$149.23	
Two-Man Survey Crew	\$133.70 (blended)	\$147.07 (blended)	
Construction Materials Testing Leader	\$133.90	\$147.29	
Construction Inspector	\$123.60	\$217.54	
Permit Expediter	\$87.55	\$96.31	
General Administrative	\$43.50	\$60.90	



<b>Building Inspectors (below)</b>			
Structural	\$120.00	\$140.00	
Mechanical	\$110.00	\$130.00	
Electrical	\$110.00	\$130.00	
Plumbing	\$110.00	\$130.00	

### On Call Testing Services

Classification	Unit Rate	Per Test
Construction Testing – Asphalt Testing (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$120</b> (includes Asphalt Densities – Nuclear Back Scatter Method. (Min. 4 Tests per Call-Out)  <b>\$20.00</b> (After 4 tests)
Construction Testing – Asphalt Testing (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$390.00</b> (includes Asphalt Core Drilling for Thickness Measurements (Min. 6 Cores per Call-Out)  <b>\$65.00</b> (After 6 Cores per core)
Construction Testing – Compaction Testing (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$140.00</b> (Includes Soil Density Nuclear Method per AASHTO T-238 & ASTM D-2922 – (Min. 4 Tests per Call-Out)  <b>\$25.00</b> After 4 tests
Construction Testing – Concrete Testing (Slump & Cylinder) - (Per ASTM C-31) (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$118.00</b> (Includes Slump Test Concrete Temperature Test Standard 4"x 8" Cylinder. Max. 5 Cylinders Per Set).
Construction Testing – Concrete Testing (Air Entrainment) – (Per ASTM C31) (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$40.00</b> - Air Content Per Set
Laboratory Testing – Asphalt Testing	N/A	<b>\$160.00</b> – (Includes Extraction/Gradation Analysis per ASTM D-6307.) <b>\$60.00</b> – (Includes Bulk Specific Gravity of Drilled Core per ASTM D-2726.) <b>\$77.00</b> – (Includes Sieve Analysis. ) <b>\$50.00</b> – (Includes Maximum Density per ASTM D-2041.)

Laboratory Testing – Soil	N/A	<p><b>\$375.00</b> (Includes Laboratory LBR)</p> <p><b>\$130.00</b> (Includes Modified Proctor)</p> <p><b>\$115.00</b> (Includes Standard Proctor)</p> <p><b>\$55.00</b> (Includes Organic Content)</p> <p><b>\$77.00</b> (Includes Sieve Analysis)</p> <p><b>\$65.00</b> (Includes Sieve Analysis (Washed over #200 sieve))</p> <p><b>\$30.00</b> (Includes Moisture Content)</p>
Laboratory Testing - Concrete	N/A	<p><b>\$16.00</b> (Includes Compressive Strength of 4” x 8” Cylinder - Each (ASTM C 39))</p> <p><b>\$30.00</b> (Includes Compressive Strength of 3x6 inch Grout Prism - Each)</p> <p>Compressive Strength of 2 inch) <b>\$16.00</b> (Includes Mortar Cube or 3 inch cylinder –Each)</p>

**Contract Multipliers**

Company	Contract Multiplier
AECOM	Field: 2.5 Office: 2.8
BCC	Field: 2.5 Office: 2.8
PDS	Field: 2.61 Office: 2.90
Creativision MEDIA	Field: N/A Office: 2.85
GCES Engineering Services, LLC	Field: N/A Office: 2.93
Dolphin Expediting Services	Field: 2.5 Office: 2.8

## **EXHIBIT “B”**

# COMPENSATION/FEE SCHEDULE

**Proponents should not include their Cost Proposal/Fee Schedule (Exhibit B) with their response to this RFP. Exhibit B should be in a separate sealed envelope. The City will open Exhibit B only from the three (3) top ranked firms based on the evaluation criteria outlined in Section 2 of this RFP.**

## Compensation/Fee Schedule

### COMPENSATION

#### 1. Compensation

- a. **General Compensation Terms:** Consultant will be compensated for Services pursuant to the terms of this Services Agreement and the specific Task Order associated with such Services.
- b. **Potential Compensation Structure of Task Orders:** City may issue Task Orders to Consultant based upon any compensation arrangement allowed by Applicable Law including, but not limited to, the following:
  - i. **Task Order Maximum Payment Amount; Not to Exceed Amount:** A Project under a Task Order may involve payment of compensation up to a specific not-to-exceed amount, based upon approved fully burdened hourly rates for each of the positions/categories required by the Scope of Services (in addition to, or in alteration of, those included on Exhibit A.2). These rates shall be reflected of the application of field overhead rates (as opposed to home office overhead rates) for those positions where the personnel shall be assigned to work out of the City's offices. The Task Order will also specify compensation for specific categories of reimbursable expenses, as negotiated between City and Consultant and included in the specific applicable Task Order.
  - ii. **Task Order Maximum Payment Amount; Lump Sum:** A Project under a Task Order may involve payment of a total lump sum amount to Consultant and a specific payment schedule, based upon negotiations between the City and Consultant.
  - iii. **Unless a Task Order is expressly designated as lump sum payment, Service Provider shall be compensated in accordance with the approved budget for hours actually worked under each sub-task itemized under an approved Task Order; and Service Provider shall not be compensated for any cost overruns under the approved budget for any sub-task itemized under an approved Task Order, unless expressly approved by an authorized representative of the City prior to incurring such cost overruns. Service Provider shall promptly notify the City and request consideration of such authorization as a Change (if appropriate) in the Services, prior to incurring such cost overruns. Otherwise, any such cost overruns will be costs incurred by the Service Provider.**
- c. **Consumer Price Index (CPI):** For compensation purposes under this Services Agreement no salary or amount shall exceed the negotiated salary or amount received by said personnel or negotiated rate for a principal as of the effective date of this Services Agreement unless the City Manager or his designated representative, has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase. The City of Doral reserves the right to approve all personnel, amounts and salaries of said personnel performing services under this Services Agreement. For adjustments submitted after the effective date of this Services Agreement, the Consultant must demonstrate that increases in salary, or the principal's rate are in accordance with the U.S. Consumer Price Index and the rate set forth in Exhibit C, which shall not to exceed three (3%) percent per year. Such requested increases shall be subject to audit by the City and shall only be considered upon request at the annual anniversary date of this contract after the initial two (2) years of the contract term.

#### 2. Reimbursable Expenses: Reimbursable expenses include:

- a. Expenses of renderings, models and mock-ups requested by the City.

- b. Out-of-Town Travel, accommodations and subsistence charges for personnel; provided, however that they must be requested by and approved in writing in advance by the City Manager or designee, as the case may be, or his/her designee. Consultant must provide estimate of travel cost.
  - c. Travel to City of Doral as needed by the Doral Parks Bond. Prior request and approval by the City Manager or designee, as the case may be, or his/her designee for travel by the Consultant and any sub consultants/contractors is required. Consultant must provide estimate of travel cost.
  - d. Additional Reimbursable Expenses may be added on a Task Order by Task Order basis when approved by the City Manager or designee, as the case may be, or his/her designee.
  - e. Permitting fees during design as necessary and/or required by Doral Parks Bond projects will be invoiced at cost and must have approval of the City Manager or his designee before proceeding with payment of the fees.
3. **Non-Reimbursable Expenses.** Non-reimbursable expenses include, but are not limited to:
- a. Overtime expenses unless pre-approved by the City Manager or designee.
  - b. Local in-town travel.
  - c. Expenses of large format reproductions and handling of drawings, specifications and other deliverables and documents, excluding reproductions for the office use of Consultant and for its sub consultants.
  - d. Cell phones and cell phone charges.
  - e. If an expense is not explicitly included in this Services Agreement as a reimbursable expense, it is a non-reimbursable expense.
  - f. Any non-project related postage and shipping (including overnight express) charges.
  - g. Non-project related parking charges.
  - h. Relocation expenses for personnel unless approved by the City Manager or designee.
4. **Additional Provisions Concerning Reimbursable Expenses.**
- a. Reimbursable expenses are to be included as part of the Not-To-Exceed fee for each Task Order and shall not be invoiced separately.
  - b. All reimbursable expenses will be paid at cost. Pay request submitted by Consultant for reimbursable expenses must be accompanied by invoices and receipts and will be paid to Consultant upon approval by the City. City reserves the right to disapprove any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances required under this Services Agreement.
  - c. Consultant will be reimbursed for Consultant payments made to sub consultants for work at an amount equal to the amounts actually paid to the sub consultant based upon approved sub-consultant fully burdened hourly rates as approved upon execution of this Agreement. The City does not allow Consultant to receive a mark-up on sub consultant payments as the management and administration of a sub consultant is contained in Consultant loaded rates and resources allocated in an executed Task Order. Billing Rates and Classifications for Sub consultants are established in Exhibit C.
  - d. Consultant shall keep, and shall cause any sub consultants to keep, daily records of the time spent in the performance of Services by all persons providing Services under this Services Agreement, as well as records of the amounts of such rates and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures. Failure to do so shall be a conclusive waiver of Consultant's right to compensation for such services or expenses. City has the right to audit all such records.

5. **Submittal of Invoices.** Consultant must prepare and submit to City invoice(s) on the first day of each month during the Term of this Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in the applicable Task Order. Consultant must submit all invoices in original & three (3) copies to:

City of Doral

Acting City Manager

8401 NW 53 Terrace

Doral, FL 33166

Attention: Finance Department

Reference: Services Agreement No. XXXXX

6. **Format of Invoices.** The Invoice shall be submitted in written and electronic format on a monthly basis representing charges for the work completed during the previous month. Another invoice format will be set forth in the applicable Task Order.
7. **Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices.
8. **City's Right to Withhold Payments.** City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Consultant when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.
9. **Releases of all Claims.** City may, as a condition precedent to any payment, require Consultant to submit for itself, its sub consultants, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of this Services Agreement. Upon request, Consultant must, in addition, furnish acceptable evidence that all claims have been satisfied.
10. **Acceptance of Payments by Consultant; Release.** The acceptance by Consultant of any payment for Services under this Services Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Consultant for everything done or furnished for or relating to the Services for which payment was accepted, unless Consultant, within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.
11. **Claims against Consultant.** If there are claims filed against Consultant in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, and such claims are not promptly removed by Consultant after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Consultant. If the amount of any withheld payment or other monies due Consultant under this Services Agreement is insufficient to meet any of those costs, or if any claim against Consultant is discharged by City after final payment under this Services Agreement is made, Consultant must promptly pay City all reasonable costs incurred by City concerning the claim after Consultant's receipt of written notice from City.

**FEE SCHEDULE**

**Project Management Team Services**

<b>Classification</b>	<b>Lower Rate</b>	<b>Upper Rate</b>	<b>Negotiated Rate</b>
Principle-in-Charge			
Construction Manager			
Pre-Construction Director			
Project Controls Manager			
Estimating Specialist			
Scheduling Specialist			
Contracts Specialist			
Project Controls Specialist			
Civil/Roadway Project Manager			
Facilities Project Manager			
Sr. Field Engineer			
Contracts Admin Assistant			
Communications Specialist			
Safety Inspector			
Utility Coordinator			
GIS Analyst			
Two-Man Survey Crew			
Construction Materials Testing Leader			
Construction Inspector			

<b>Building Inspectors (below)</b>			
Structural			
Mechanical			
Electrical			
Plumbing			

**On Call Testing Services**

<b>Classification</b>	<b>Unit Rate</b>	<b>Per Test</b>
Construction Testing – Asphalt Testing		
Construction Testing – Compaction Testing		
Construction Testing – Concrete Testing (Slump & Cylinder)		
Construction Testing – (as recommended by Proponent)		
Construction Testing – (as recommended by Proponent)		
Construction Testing – (as recommended by Proponent)		
Construction Testing – (as recommended by Proponent)		
Construction Testing – (as recommended by Proponent)		
Construction Testing – (as recommended by Proponent)		
Construction Testing – (as recommended by Proponent)		



**Contract Multipliers**

<b>Company</b>	<b>Contract Multiplier</b>

**EXHIBIT "C"**  
**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**THE CITY OF DORAL**  
**AND**

---

**THIS AGREEMENT** is made between \_\_\_\_\_, 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 Legislative Consulting Services on behalf of the City before the Florida State Legislature, the executive branch of the Florida government, various regional and local governments: 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.

**2.0 Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through \_\_\_\_\_, 20\_\_, unless earlier terminated in accordance with Paragraph 8.

2.2 Initial Term. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date and end on [\_\_\_\_\_]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.3 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for three (3) additional one-year terms according to the following procedure:

i) If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

ii) If such legislation is enacted, within days of such enactment, City will notify Consultant of such renewal, at which time Consultant shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Consultant that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

**3.0 Compensation and Payment.**

3.1 For all professional services provided by Consultant described in Section 1, beginning \_\_\_\_\_, 20\_\_, the City shall pay consultant an annual fee of \$\_\_\_\_\_, payable in four (4) equal quarterly installments of \$\_\_\_\_\_.

3.2 Payments and reimbursements due under this section shall be paid by the City pursuant to 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.

#### **4.0 Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

#### **5.0 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 *Designation and Authority.* City designates the City Manager, or his designee, as the "City Authorized Representative" who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

5.3 *City's Right to Review and Reject.* Any Work Product, Service or other document or item to be submitted or prepared by Consultant hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion, the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Consultant shall revise the items until they meet the approval of the City Authorized Representative. However, Consultant shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

#### **6.0 Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the work under this Agreement as in ordinarily provided by a professional under similar circumstances.

6.2 *Consultant Authorized Representative.* Consultant designates the Consultant Authorized Representative named on page 1 of this Agreement ("Consultant Authorized Representative") and, such Person shall: (a) be a project executive and employee within Consultant's organization, with the information, authority and resources available to properly coordinate Consultant's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Consultant; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 *Qualifications.* Upon City's reasonable request, Consultant will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Consultant Personnel.

6.4 *Removal of Personnel Assigned to City Contract.* Within a reasonable period, but not later than seven (7) days after Consultant's receipt of notice from City that the continued assignment to the City Contract of any Consultant

Personnel is not in the best interests of City, Consultant shall remove such Consultant Personnel from City's Contract. Consultant will not be required to terminate the employment of such individual. Consultant will assume all costs associated with the replacement of any Consultant Personnel. In addition, Consultant agrees to remove from City's Contract any Consultant Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Consultant becomes aware of such misconduct or breach.

6.5 *Subcontracting.* Unless specifically authorized in this Agreement or an applicable Task Order, Consultant will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Consultant subcontracts any of the Services, Consultant shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

6.6 Key Consultant Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Consultant as Key Consultant Personnel under this Agreement:

- (a) \_\_\_\_\_ ;
- (b) \_\_\_\_\_ ; and
- (c) \_\_\_\_\_ .

6.6.2 The following Persons are identified by Consultant as Key Subcontractors under this Agreement:

- (a) \_\_\_\_\_ ;
- (b) \_\_\_\_\_ ; and
- (c) \_\_\_\_\_ .

6.6.3 Consultant shall not transfer, reassign or replace any Consultant Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Consultant's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 *Conflicts of Interest.* Consultant shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Furthermore, the Consultant, including any of its constituent joint venture member firms, are not eligible to propose on, or perform any other services for the Doral Park Bond Program during the term of this Agreement. Any sub consultants or subcontractors hired by the successful Proponent also may not perform other services on the Doral Park Bond Program. Any exceptions to additional participation/services by a sub-consultant or sub-contractor on the Doral Park Bond Program will require that subconsultant or subcontractor to demonstrate in writing to the City of Doral that a conflict does not exist. Any waiver to this requirement will only be considered upon this written request to the City Manager or designee in order to receive the determination

6.8 *Commercial Activities.* Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

### **7.0 Conflict of Interest.**

7.1 Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than the City, so long as Consultant shall avoid any representation or relation that would create a conflict of interest, as determined by the City Attorney and City Council.

7.2 Consultant shall not take on any client or matter, which would jeopardize Consultant's ability to devote the time, resources, and effort necessary to fulfill its obligations to the City.

### **8.0 Termination.**

8.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other.

8.2 The City may terminate this Agreement immediately with cause.

8.3 Upon receipt of the City's written notice of termination, Consultant shall stop all work on behalf of the City unless directed otherwise in writing by the City Manager.

8.4 In the event of termination the, the City shall be obligated to pay the Consultant only for approved fees and costs incurred by the Consultant prior to the date of termination. If the Consultant has already received the quarterly fee payment, the Consultant shall refund a pro-rated percentage of the fee back to the City.

### **9.0 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 Section 2.9. 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.

### **10.0 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

### **11.0 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.

### **12.0 Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with 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. 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, or in any way connected with Consultant's performance or non-performance of this Agreement. 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.

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**13.0 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: Albert P. Childress, Acting City Manager

City of Doral, Florida

8401 NW 53rd Terrace

Doral, Florida 33166

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14.0 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, or the Southern District of Florida.

**15.0 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.

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

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

**17.0 Severability.**

17.1 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.

**18.0 Independent Contractor.**

18.1 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.

**19.0 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.

**20.0 Waiver**

20.1 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.

**21.0 Survival of Provisions**

21.1 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.

**22.0 Prohibition of Contingency Fees.**

22.1 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.

**23.0 Counterparts**

23.1 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 \_\_\_\_\_, whose representative has been duly authorized to execute same.

Attest:

**CITY OF DORAL**

\_\_\_\_\_

Connie Diaz, City Clerk

By: \_\_\_\_\_

Albert P. Childress, Acting City Manager

Date:

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

\_\_\_\_\_

Luis Figueredo, ESQ., City Attorney



**EXHIBIT "D"**  
**MINIMUM QUALIFICATIONS**

Classification	Minimum Experience (Years)	Minimum Qualifications/Work Experience
PMT Principal-in-Charge	15	Registered Professional Engineer or Registered Architect in the State of Florida. Managed at least 5 large commercial/office buildings, parking structures or renovation of existing buildings with a value of not less than \$30 million or 4 multi-year infrastructure programs with a value of not less than \$75 million inclusive of the design and construction of parks, aquatic facilities, sidewalks, streetscapes, intersection improvements, and/or roadway improvements including multi-firm teams or Joint Ventures.
Construction Manager	10 with P.E. or 18 without	Registered Professional Engineer in the State of Florida or additional 8 years' experience. Managed at least 4 large commercial/office buildings, parking structures or renovation of existing buildings with a value of not less than \$30 million and/or 3 Capital Improvement Programs (CIP) for the construction of parks, aquatic facilities, sidewalk, streetscapes, intersection improvements, bridge and/or roadway construction with a value of not less than \$20 million
Pre-Construction Director	15	Registered Professional Engineer in the State of Florida. Demonstrated responsible charge and experience for all aspects of pre-construction activities including planning, design, permitting, construction contract specifications development and managing project teams.
Civil/Roadway Project Manager	8	BS Degree in Engineering. Participated on the design and construction of a CIP for projects inclusive of parks, sidewalks, streetscapes, intersection improvements, roadway resurfacing and/or roadway construction. Demonstrated Project Management skills/training and experience leading to successful project outcomes.
Estimating Specialist	5	BS Degree in Engineering. Participated on the cost estimating of at least 2 CIPs for the design of parks, sidewalks, streetscapes, intersection improvements, and/or roadway improvements or comparable work in either civil, structural, mechanical, or electrical disciplines for commercial or park building projects.
Scheduling Specialist	10	BS Degree in Engineering or similar field. Leads overall program scheduling function. Works directly with Program Controls Manager to lead schedule development and maintenance for bond projects. Proficient skill level required in both Primavera 6 and MS Project.

Two-Man Survey Crew	8	Prepared land surveys and plats used in the design and construction of parks, sidewalks, streetscapes, intersection improvements, bridge and/or roadway construction projects. One member of the crew must be a Registered Land Surveyor in Florida.
GIS Analyst	8	B.S. in Geography, Engineering, Planning or related field. Prepared, managed and maintained GIS maps, shape files and data of projects for parks, sidewalks, streetscapes, intersection improvements, and/or roadway improvements or comparable tasks for municipal building and site design.
<b>Classification</b>	<b>Minimum Experience (Years)</b>	<b>Minimum Qualifications/Work Experience</b>
Project Controls Specialist	8	B.S. in construction related field or equivalent experience. Certified Project Management Professional preferred with experience delivering Capital projects of a similar nature as the Doral Park Bond projects.
Sr. Field Engineer	12	Served as Senior Field Engineer on projects for parks, sidewalks, streetscapes, intersection improvements, and/or roadway improvements with responsibility for reviewing contractor schedules, payment requests and directing the activities of Field Engineers and Construction Inspectors or comparable tasks for municipal building and site construction on behalf of the City.
Facilities Project Manager	8	BS Degree in Engineering or Architecture. PE or RA preferred. Demonstrated experience in the design and construction for projects of multiple building types including municipal facilities, fire and police facilities, and recreation facilities. Demonstrated Project Management skills/training and experience leading to successful project outcomes.
Construction Inspector	8	Served as Construction Inspector on projects for the construction of parks, sidewalks, streetscapes, intersection improvements, and/or roadway improvements with responsibility for inspecting work for conformance with plans and specifications and maintaining daily Inspector reports or comparable task for municipal building and site construction on behalf of the City.
Construction Materials Testing Leader	8	Provided inspection and testing services on large commercial, roadway paving, and concrete projects. Prepared reports to document construction progress, inspection and testing results. Conduct field tests and other tests to determine contractor's compliance with contract specifications. Has a working knowledge of construction materials testing and inspection methods and standards.

Safety Inspector	6	Monitor construction sites periodically to ensure overall compliance with Safety plan and construction best practices. Served as Safety Inspector on projects for the construction of sidewalks, streetscapes, intersection improvements or bridge and/or roadway improvements or comparable task for municipal building and site construction on behalf of the City.
Utility Coordinator	8	Served as Utility Coordinator on projects for a municipal Capital Improvement Programs (CIP) gathering, processing and utilizing information from various utility sources to coordinate projects to the best benefit for the City.
Contracts Specialist	8	B.S. in Business or any related field. Managed, performed, and/or developed policies and procedures for work involving the procurement of supplies, services, and construction using formal advertising or negotiation procedures; the evaluation of contract price proposals; and the administration or termination and close out of contracts for CIP projects and programs.
<b>Classification</b>	<b>Minimum Experience (Years)</b>	<b>Minimum Qualifications/Work Experience</b>
Document Control Administrative	5	Demonstrated experience in working in support of design and construction contract documents and specifications. Provides and/or facilitates administrative services including typing, communication systems, printing services, filing, mailing, purchasing, office maintenance and other support services either in whole or in part, depending upon size of project.
Permit Expediter	3-5	Demonstrated experience in securing building permits for construction companies or architectural firms. Knowledge of base architectural systems and schedules, structural systems, electrical systems, local building codes, and construction laws and regulations; ability to coordinate the approval process by reviewing blueprints/plans and documents; comfortable using database, spreadsheet, word processing, and industry-related software. Ability to perform other essential functions of the job.



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Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

**Update to Due Date: May 1<sup>st</sup>, 2019 at 11:00 A.M.**

1. Since the City of Doral is only requesting rates for positions and this is not a priced proposal, can the requirement for the "Bid Bond" be eliminated? Due to the requirements of the RFP and Proposal, a bid bond will not serve any purpose since there will not be a price for a proposer to guarantee.
  - Agreed Bid Bond can be removed as requirement.
2. Due to the nature of this RFP and the associated scope of services being "Professional Services", can the City eliminate the requirement for "Payment" and "Performance" bonds? These bonds are normally requested/required for construction services where labor and materials are involved. They are typically not applicable to Professional Services.
  - Agreed Payment and Performance Bonds can be removed. Errors and Omissions Insurance should be sufficient as required by the City.
3. Due to the nature and needs of the Program Management services as described in the RFP and in keeping with the current acceptable practices for the industry, it is quite common for professionals with a Construction Management type degrees and/or a designation as a "Certified Construction Manager" (CCM) or a "Project Management Professional" (PMP) to provide the same services at the same levels as the positions where the City has indicated that a Professional Registration is required. Since these CCM's and PMP's can perform equally as well and provide the same level of service, will the City consider including these in the "Minimum Qualifications" (Exhibit D) for the following positions: PMT Principal-in-Charge, Construction Manager, Pre-Construction Director, Civil/Roadway Project Manager?
  - Principal-in-Charge – No change;
  - Construction Manager – We already have a provision where if they do not have a PE they require 18 years' experience instead of 10 with the PE, the City will include additional language where if they have a CCM or PMP it would require 15 years' experience instead of 18 years currently;
  - Pre-Construction Director – the City can include additional language where if they have a CCM or PMP it would require 20 years' experience instead of 15 years currently;
  - Civil/Roadway Project Manager – There is no requirement for licensure, but the City will modify the Bachelors' degree requirement to read "in Engineering, Construction Management, or related field."
4. Due to the nature and needs of the Program Management services as described in the RFP and along with the fact that many Facility Project Managers may have Bachelor Degrees in Construction Management or other Construction related degree in lieu of degrees in Engineering or Architecture,



# City of Doral

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## Parks Bond Program Management Services

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will the City consider eliminating the Exhibit D minimum requirement that Facility Project Manager have a BS Degree in Engineering or Architecture and allow an individual with a Construction Management or other construction related degree?

- The City will modify the language to include a degree in construction management but not eliminate engineering/architecture. The City will include language that a CCM or PMP would be preferred as well as the PE/RA already listed.
5. Due to the nature and needs of the Program Management services as described in the RFP and along with the fact that many Estimating, Scheduling and Project Controls professionals may or may not have Bachelor Degrees in Engineering (or Business), will the City consider eliminating the Exhibit D Minimum requirement that the following positions have BS Degrees: Estimating Specialist, Scheduling Specialist Project Controls Specialist, Contracts Specialist?
    - Estimating – The City will modify to read “BS in Engineering, Construction Management, or related field.”
    - Scheduling – The requirement already reads Engineering or related field (no Change);
    - Project Controls – The requirement already reads construction related field or equivalent experience (no change);
    - Contracts – The requirement already reads business or related field (no change).
  6. TIE BIDS Certification Form – Please explain how this form will be used? It references sub-section 5.1.5 which does not exist in this RFP.
    - See attached updated document.
  7. Respondent’s Certification – The second sentence states that the proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals. This is an extraordinarily long time to hold rates in this market-place. Will the City consider reducing this to 90 days?
    - The City will reduce the time frame to 180 days to allot for evaluation of bids received as well as necessary time for award of the project and approval from the Mayor and City Council.
  8. Can the City confirm that it only wants/needs resumes for the top 10 positions 4.2.C.2.c.i.1.a – j (and not k – t) on page 41 of the RFP. The positions (k-t) are not typically part of “key personnel” and may be unnecessary depending if the City decides to include these in the final task orders issued.
    - Section 4.2.C.2.b.iv.1 is the correct section referred to. Agree, the City can minimize the resumes required to “key personnel” and it should include a-k, m, p, q, s. When and if the additional positions are necessary during the course of the program the City may request resumes of the personnel to be assigned before they are brought onboard for approval.
  9. May the Program Management Delivery Team (“PMDT”) be composed of individuals from different organizations working together as a team?



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- Yes, the City will entertain a Joint Venture (JV) or a team of consultants with one firm being the Prime consultant.
10. EXHIBIT "D": Will the City entertain PMDT positions filled by PgMP's, PMP's, CCM's, AICP's as an alternate to restricting to only PE's and RA's? If sufficient resume of experience, achievement and knowledge is provided?
- See responses to questions 3, 4, & 5. Additional certifications such as PgMP, PMP, CCM, AICP will be additional preference to the requirements of a PE or RA.
11. Regarding the Acknowledgment of Conformance with OSHA Standards Form (Page 74 of RFP), can you please clarify if the subcontractor needs to sign the form or just the prime consultant firm.
- The Prime consultant will be required to sign the form and ensure all subconsultants adhere to OSHA standards.
12. "Section 2.0 Special Conditions-2.2 Minimum qualifications / experience requirements – "Each Proponent must have the following Miami- Dade County (MDC) and /or similar State of Florida Certifications (or ability to obtain): ETC. "Is this requirement specific to the Prime and or can the proposed team collectively have these certifications?"
- The Miami-Dade County or Florida certifications requirement may be met collectively by a team of consultants.
13. Is "Proponent" the prime consultant submitting the proposal or is it comprised of the entire team, including subconsultants?
- Entire team inclusive of subconsultants.
14. Is the "proof of active status" required to be shown by only the prime consultant or all team members?
- All team members: prime as well as subconsultants on a team.
15. Is an actual Certificate of Status required or will a printout of our firm's information from the Division of Corporations be sufficient?
- Print out of the firm's information would be sufficient.
16. **Forms:**
- a. Page 36 references a Certification of Solicitation Requirements form. However, that form is not included in Section 6. Forms/Deliverables. Please clarify.
    - That was a typo; the correct form is the Acknowledgement of Conformance with OSHA Standards.
  - b. Is Section 5, Proposal Submittal Form (page 46) the Addendum Acknowledgement referred to in



# City of Doral

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4.2.2 on page 45? If so, should it be placed after g. Project Controls Plan? If it is not the Addendum Acknowledgement, will the City be providing an acknowledgement form?

- Yes, it is the Addendum Acknowledgement form referred to in section 4.2.2. This form should be placed in tab C. Information Required to be Included in Informational Proposal before the Statement of No Response (which likely will not be applicable if you are submitting a response) or the Solicitation Response Form.

#### 17. DBE/LBE

- Please provide the requirements in order for a firm to be considered an "LBE."
  - South Florida region (Tri-County area)
- Please confirm that a Disadvantaged Business Enterprise (DBE) certification from FDOT is acceptable to the City.
  - FDOT certification is acceptable.
- Is a Small Business Enterprise (SBE) certified in Architectural & Engineering services by Miami Dade County an acceptable replacement of a DBE?
  - Yes, an SBE certified by Miami-Dade County is acceptable for satisfying the DBE goals.

18. **Staffing:** The RFP lists staff positions in several places: the organizational chart (p. 40), required resumes (p. 41), position descriptions (p. 41), Exh. B Fee Schedule (p. 77) and Exh. D, Minimum Qualifications. The positions do not appear on all the lists (see below).

Position	Position Descriptions	Organiz. Chart	Required Resumes	Fee Schedule	Minimum Quals
Project Controls Manager	✓	✓	✓	✓	
Contracts Administrative Assistant	✓		✓		
Communications Specialist	✓		✓	✓	
Document Controls Administrative					✓
Permit Expediter	✓	✓	✓		✓

19. **Project Controls Manager:** Are there minimum qualifications requirements for this position?

- 5 years' experience in the position

20. **Contracts Administrative Assistant:**

- Should this position be added to the Organization Chart, and if so, where?
  - Will not be added to Org Chart. Position would be located under the Contracts Specialist.
- Should this position be added to the Fee Schedule?
  - General Administrative position will be added to the fee schedule.
- Are there minimum qualifications requirements for this position?



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- 3-5 years' experience in the position

**21. Communications Specialist:**

- a. Should this position be added to the Organization Chart, and if so, where?
  - Position is currently shown on Org Chart under the City's Communications and Protocol Manager.
- b. Are there minimum qualifications requirements for this position?
  - 5 years' experience in the position or in public outreach for projects of this nature.

**22. Document Controls Administrative:**

- a. Should this position be added to the Organization Chart, and if so, where?
  - Will not be added to Org Chart. Position would be located under the Controls Specialist.
- b. Is a resume required for the position?
  - No resume required at this time. One may be required at the City's discretion in the future.
- c. Should this position be added to the Fee Schedule?
  - General Administrative position will be added to the fee schedule.

**23. Permit Expediter:** Should this position be added to the Fee Schedule?

- Yes, position will be added to the fee schedule

**24. RFP Instructions:**

- a. **Section 2.2, Minimum Qualifications/Experience Requirements, p. 10:** Is the prime consultant required to have all the MDC or similar State of Florida certifications, or can this requirement be met by the combined certifications of the prime and subconsultants?
  - This requirement can be met with a combination of certifications between the prime and subconsultants. RFP must show clearly which consultant meets the specific certifications.
- b. **Section 2.2, Minimum Qualifications/Experience Requirements, p. 10:** The minimum qualification for project experience under Section 2.2 on page 10 (one CIP project of not less than \$50 million) is different from the minimum qualifications under d. ii on page 44 (two projects of \$100 million). Please clarify.
  - Page 44 d. ii should read two projects of \$50 million or more.

Section 2.3, Professional and Performance Requirements, p. 11–12:

- c. Please confirm that the "Proposer Qualifying Statement" referred to at the end of Section 2.3 on page 12 is "Bidder Qualifying Statement" on page 53.
  - Yes





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- d. Please confirm that completing all the forms contained in Section 6 will be sufficient proof in meeting the minimum requirements outlined under Section 2.3.
- No; there are other minimum requirements other than completion of the required forms.
- e. Where is the evidence of insurability to be included in the proposal?
- Tab C, behind the 'Tie Bid Submittal Form'.

Section 2.7, Proposal Format and Signatures, p. 13:

- a. The section includes the sentence, "The RFP must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out." Please clarify as to whether the entire RFP is to be signed by section and returned with the proposal.
- Yes, proponents must sign and return the entire RFP with the proposal to ensure compliance.
- b. What constitutes as "evidence of authority to sign"? Is it the Certification of Authority form? Please clarify.
- Yes, the Certificate of Authority declares evidence of authority.
- c. Please clarify the statement that "any information to be submitted as part of the proposal may be attached behind the Bid/Proposal Response form." There is a Solicitation Response form in the RFP, which is to be attached to the exterior of the sealed packet. Where should information, such as the evidence of insurability, authority to sign, etc., be placed in the proposal?
- Reference section 4.2 for Statement of Proposal Format.

Section 4.1, Rules for Statement of Qualifications, p. 36:

- a. Please clarify as to what is being requested by the sentence: "The statement of qualifications must name all persons or entities interested in the proposal as principals."
- Remove "as principals" from statement. "The statement of qualifications must name all persons or entities interested in the proposal." If the proponent is a team, the team would be listed and mentioned here.
- b. "The statement of qualifications must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP." Will the Non-Collusion Affidavit suffice for this declaration?
- Yes
- c. In order to confirm that no conflicts occur during development of our team, will the City provide a list of the subconsultants on the Bermello & Ajamil project (Doral Cultural Center- RFQ No. 2019-09).



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- Subconsultants for RFQ No. 2019-09 – A & E Services for Downtown Doral Cultural Center are as follows:
  - Delta G. Consulting Engineers
  - Gibbs Land Surveyors
  - DDA Engineers
  - Energy Cost Solutions Group (ECSG)
  - Tierra South Florida
  - RIB U.S. Cost

**\*\* Any other firm working on RFQ No. 2019-09 not listed above will also be precluded from being a part of the selected team for the Parks Bond Program Management solicitation.**

25. The RFP requires that the Prime and the Subconsultants carry \$5 Million Dollars in Professional Liability. This is a major cost increase in professional liability insurance for Small Businesses that would be subs on this contract and generally do not carry this amount in Professional Liability. Can this requirement be limited to the Prime who would be the one with the City contract?

- The requirement for Professional Liability is required to be carried by the Prime Consultant or Joint Venture. The Subconsultants shall be covered by the Prime or JV insurance.

26. Are Subconsultants on the Program Management Team precluded from future design and/or CEI work related to the bond program?

- Yes, firms on the Team will be precluded from future work related to the Park Bond program. Firms currently involved in projects related to the Park Bond program are also precluded from being on the Program Management Team.

27. Will firms with current General Engineering Contracts with the City be allowed to participate on the Program Management Team as a prime or sub?

- Yes, as long as the projects are not Park Bond related firms currently with the GEC contract of the City are allowed to be on the Program Management Team.

28. The minimum qualifications for the Construction Manager requires “Managed at least 4 large commercial/office buildings, ... and/or 3 Capital Improvement Programs (CIP)...” Please confirm that meeting one of the two will fulfill the minimum requirement.

- Yes, meeting one of the two will fulfill the minimum requirement.

29. Please confirm that only resumes for the following positions on page 41 in the RFP are required in the submittal, as stated during the preproposal meeting on April 1, 2019: A thru K, M, P, Q and S.

- Yes, see response to question no. 8.

30. Would you consider a proposal extension of two weeks - New due date May 8, 2019?



**City of Doral**  
**RFP No. 2019-18**  
**Parks Bond Program Management Services**  
**Addendum No. 1**

- A one (1) week extension is being granted. The new bid due date is Wednesday, May 1<sup>st</sup>, 2019 at 11:00 A.M.
31. On the RFP cover City of Doral calls a request for proposals but in the body of the document it is called a statement of qualifications. What should be the proper terminology, Request for Proposals or Statement of Qualifications?
- The solicitation type is a Request for Proposal. Section 4.2 should read “Request for Proposal Format”.
32. Are we allowed to use 11x17 size paper in other sections besides b. Organizational Structure/Organizational Chart Section?
- Please advise as to what sections you are proposing would include 11x17 pages.
33. Section 2.4 Licensing (RFP page 12): Successful respondent must provide a copy of their occupational/business license and State registration at time of award. On RFP (page 10) it says, “Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Florida.” When should we provide the occupational/business license and State registration?
- Due to the evaluation and award process the City must proceed with, the proponents must provide at both times. Include in the RFP and provide proof that the license and registrations are still valid/renewed at time of award.
34. Are we permitted to alter/modify the org chart included on page 40 of the RFP?
- Yes, modifications are allowed with the proposals.
35. On RFP Section 5 (page 46) “Proposal Submittal form” Can we indicate “Not-Applicable or N/A” related to items 3(d), (e), (f), and (g)? We cannot certify to having received and reviewed project specific studies and examinations that we have not seen.
- D, E, and F can be indicated by N/A. G is applicable.
36. On RFP Section 5 “Proposal Submittal form” item#5 (Page 47) it states Contract Price is a unit rate contract to complete all work. Can we indicate “Not-Applicable or N/A”? We cannot certify pricing for scope that is not yet defined or priced.
- Item #5 only states that the proposer understands the Contract Price is a Unit Rate Contract, we are not asking to have pricing certified at this time.
37. On RFP Section 5 “Proposal Submittal form” item #6 (Page 47), relates to schedule. Can we indicate “Not-Applicable or N/A”? We cannot certify to a schedule that has not yet been developed.



**City of Doral**  
**RFP No. 2019-18**  
**Parks Bond Program Management Services**  
**Addendum No. 1**

- Item #6 only states that the proposer understands they must adhere to the schedule once stipulated in the Notice to Proceed (NTP).
  
- 38. On page 36, under the summary of the organization of the proposal, “Overall Experience, Qualifications, and Performance ...” is listed as the third section, and “Experience and Qualifications of Project Personnel” is listed as the fourth. On page 41, under Information Requirement Details, “Experience and Qualifications of Project Personnel” is listed as the third section and “Overall Experience, Qualifications, and Performance ...” is listed as the fourth. Please clarify as to what order the information is to be provided.
- Page 41, under Information Requirement Details, should be modified to show Overall Experience, Qualifications, and Performance on of the Prime Firm and Sub Consultants as the third section and Experience and Qualifications of Project Personnel should be listed as the fourth section

**ADDITIONAL CONSIDERATIONS**

39. In the interest of maximizing competition for the City of Doral Parks Program, if the City were to eliminate the requirement for a Bid Bond, it would open up the program to a larger pool of qualified bidders that either cannot or will not submit a bid bond for Professional Services Contracts. Since the RFP only requires billing rates for a number of positions that may or may not be fully utilized during the term of the Contract, there is really nothing that the Bond would be guaranteeing anyway. The City would realize a substantial benefit resulting from an increased number of firms responding to the RFP with a proposal.
- See response to question no. 1.
40. Under the same Payment and Performance bonds should not be required for program management services. Reason being is simply the surety market is tailored to address guarantees of construction project completion, whereas the professional liability insurance market is specifically tailored to deal with professional services-related problems. The RFP already requires Professional E&O insurance, which is the standard requirement for professional services contracts.
- See response to question no. 2.

**TIE BIDS CERTIFICATION**  
**RFP No. 2019-18**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.16.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**RESOLUTION No. 19-152**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2019-18, "PARKS BOND PROGRAM MANAGEMENT SERVICES," TO AECOM, THE HIGHEST RANKED, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY AND AECOM IN AN AMOUNT NOT TO EXCEED \$6,000,000.00 FOR THE PROVISION OF PROGRAM MANAGEMENT SERVICES FOR THE DORAL PARKS BOND PROGRAM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONSTRUCTION AGREEMENT WITH THE NEXT HIGHEST SCORED BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP FIRM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") completed the Doral Parks System Master Plan in 2017 which showed the City is "underparked" based on state and national benchmarks; and

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

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

**WHEREAS**, after analyzing and comparing management options consisting of an in-house staffing option and outsourcing to a consultant for the management of the Bond Program the City chose to proceed with the outsourcing option and advertise RFP No. 2019-18; and

**WHEREAS**, the City issued Request for Proposal (RFP) No. 2019-18, titled Program Management Services (the "RFP"), for which the City received three (3) responses by the

March 19, 2019 submittal deadline, with all three (3) meeting the required criteria; and

**WHEREAS**, upon Phase 1, Phase 2 and Phase 2 Round II of the evaluations of the firms, staff determined that AECOM was the highest scored most responsive and responsible bidder (the "Consultant"); and

**WHEREAS**, a copy of Consultant's Proposal, which includes the "Professional Services Agreement", in substantially the form provided, solicitation packet, pre-bid meeting sign-in sheet, proposals for the three (3) firms submitted, evaluation committee scoring sheets, procurement award recommendation letter, and Bid Tabulation are all attached as Exhibit "A", which is incorporated herein and made a part hereof by this reference; and

**WHEREAS**, staff has recommended that the Mayor and City Council members award the RFP to the Consultant, negotiate a Professional Services Agreement with the Consultant in a not to exceed amount of \$6,000,000.00, and authorize the manager to execute the Professional Services Agreement and to expend funds from the General Obligation Parks Bond Fund, Account # 303.90005.500650 in furtherance hereof.

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

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

**Section 2. Approval.** A Professional Services Agreement between the City and AECOM for the Program Management Services, in the amount of \$6,000,000.00, 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 a Professional Services Agreement and expend budgeted funds on behalf of the City in

furtherance hereof. The City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm successively, if an agreement cannot be entered into with AECOM, provided the next firm accepts the contract amount approved above.

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

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



The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption.


The motion was seconded by 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	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 19 day of June, 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"

RFP No. 2019-18

PARKS BOND PROGRAM MANAGEMENT SERVICES

APRIL 1, 2019

	Name	Company	Telephone No.	Email Address
1	VICTOR HERRERA	BCC	786-412-4447	VHERRERA@BCCENG.COM
2	JUAN Alfonso	AECOM	305-444-4691	JUAN.ALFONSO@AECOM.COM
3	KRISTABEL LOPEZ	JACOBS	305-979-5528	Kristabel.lopez@JACOBS.COM
4	KEVIN REGALADO	JACOBS	305.302.1140	KEVIN.REGALADO@JACOBS.COM
5	RUBEN HERNANDEZ	ATKINS	305.514.3233	ruben.hernandez@gregnet@atkinsglobal.com
6	ALEJANDRO ECHEVERRY	ATKINS	305.514.3304	Alejandro.Echeverry@atkinsglobal.com.
7	JOEL WANSWORTH	CGA	954-766-7758	jwansworth@CGASOLUTIONS.COM
8	Laura Urbina	Rangetey Property	954 232 5956	Distinctiveproperty2018@hotmail.com
9	Alberto Argudin	A.D.A. ENS.	305-551-4608	aargudin@adaeng.net
10	ALBERT ARGUDIN	A.D.A. ENGINEERING	305-551-4608	AARGUDINR@ADAEING.NET
11	LORNA ANDERSON	Greywood Consulting Corp (DBE)	678 612 2446	Lorna.Anderson@greywood.us
12	Erik Rodriguez	GEC Associates, Inc	305 994 2150	erodriguez@gecassociates.com.
13	ELIA NUÑEZ	WSP, INC	305 454 4512	ELIA.NUNEZ@WSP.COM

RFP No. 2019-18

PARKS BOND PROGRAM MANAGEMENT SERVICES

APRIL 1, 2019

	Name	Company	Telephone No.	Email Address
14	<i>EAPIO CONSULTING</i>	<i>HULLIN BENTLEY CONSULTING INC</i>	<i>860-302-5201</i>	<i>eastrodad@hullint1.com</i>
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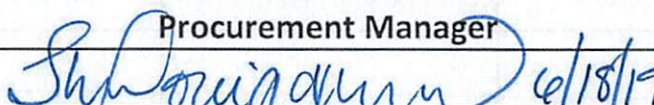
# CITY OF DORAL

RFP NO. 2019-18

PARKS BOND PROGRAM MANAGEMENT SERVICES - PHASE II - ROUND II

## BID TABULATION

List of Respondents	Committee Member 1 (Max 100 pts)	Committee Member 2 (Max 100 pts)	Committee Member 3 (Max 100 pts)	Committee Member 4 (Max 100 pts)	Committee Member 5 (Max 100 pts)	Total Score
AECOM	98	99	97	98	100	492
JACOBS	WITHDRAWN					
CALVIN, GIORDANO & ASSOC.	86	95	89	84	91	445

Reviewer's Name (Print):	Tanya Donigan
Title:	Procurement Manager
Reviewer's Signature:	 6/18/19



# CITY OF DORAL

RFP # 2019-18 - Phase II

## Parks Bond Program Management Services

List of Respondents	Executive Summary (Max 5 points)	Organizational Structure/Chart (Max 5 points)	Overall Experience, Qualifications, Performance of the Prime Firm and Sub Consultants (Max 25 points)	Experience and Qualifications of Key/ Supplemental Personnel (Max 20 points)	Management Plan (Max 15 points)	Quality Control Approach (Max 10 Points)
AECOM	5	5	25	20	15	10
JACOBS						
CALVIN,GIORDANO & A.	5	4	22	17	13	10

List of Respondents	Project Controls Plan (Max 5 points)	DBE/Local/ Veteran Goals (Max 5 points)	Experience with Municipal CIP Program Management (Max 5 points)	Financial Capability (Max 5 points)	Total Score (Max 100 points)
AECOM	5	4	5	4	98
JACOBS					
CALVIN,GIORDANO & A.	5	3	4	3	96

Reviewer's Name (Print): Arlan W. Temple Reviewer's Signature: [Signature] 6/19/19



6/18/2019


# CITY OF DORAL

## RFP # 2019-18 - Phase II

### Parks Bond Program Management Services

List of Respondents	Executive Summary (Max 5 points)	Organizational Structure/Chart (Max 5 points)	Overall Experience, Qualifications, Performance of the Prime Firm and Sub Consultants (Max 25 points)	Experience and Qualifications of Key/ Supplemental Personnel (Max 20 points)	Management Plan (Max 15 points)	Quality Control Approach (Max 10 Points)
AECOM	5	5	25	20	15	10
JACOBS	-	-	-	-	-	-
CALVIN,GIORDANO & A.	5	5	25	18	14	9

List of Respondents	Project Controls Plan (Max 5 points)	DBE/Local/ Veteran Goals (Max 5 points)	Experience with Municipal CIP Program Management (Max 5 points)	Financial Capability (Max 5 points)	Total Score (Max 100 points)
AECOM	5	4	5	5	99
JACOBS	-	-	-	-	-
CALVIN,GIORDANO & A.	5	4	5	5	95

Reviewer's Name (Print): B. Hernandez      Reviewer's Signature: 



# CITY OF DORAL

## RFP # 2019-18 - Phase II

### Parks Bond Program Management Services

List of Respondents	Executive Summary (Max 5 points)	Organizational Structure/Chart (Max 5 points)	Overall Experience, Qualifications, Performance of the Prime Firm and Sub Consultants (Max 25 points)	Experience and Qualifications of Key/ Supplemental Personnel (Max 20 points)	Management Plan (Max 15 points)	Quality Control Approach (Max 10 Points)
AECOM	5	5	24	19	15	9
JACOBS	—	—	—	—	—	—
CALVIN,GIORDANO & A.	5	4	23	18	13	8

List of Respondents	Project Controls Plan (Max 5 points)	DBE/Local/ Veteran Goals (Max 5 points)	Experience with Municipal CIP Program Management (Max 5 points)	Financial Capability (Max 5 points)	Total Score (Max 100 points)
AECOM	5	5	5	5	97
JACOBS	—	—	—	—	—
CALVIN,GIORDANO & A.	5	4	5	4	89

Reviewer's Name (Print): Carlos Arroyo      Reviewer's Signature: Carlos Arroyo

6/18/19





6/18/19

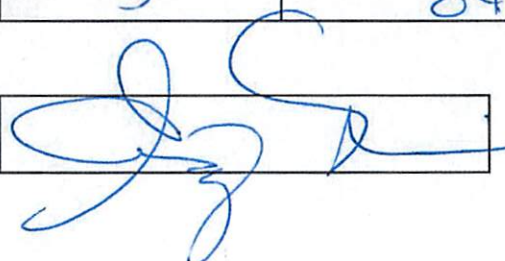
# CITY OF DORAL

## RFP # 2019-18 - Phase II

### Parks Bond Program Management Services

List of Respondents	Executive Summary (Max 5 points)	Organizational Structure/Chart (Max 5 points)	Overall Experience, Qualifications, Performance of the Prime Firm and Sub Consultants (Max 25 points)	Experience and Qualifications of Key/ Supplemental Personnel (Max 20 points)	Management Plan (Max 15 points)	Quality Control Approach (Max 10 Points)
AECOM	5	5	25	20	15	10
JACOBS	<hr/>					
CALVIN,GIORDANO & A.	4	4	20	15	15	8

List of Respondents	Project Controls Plan (Max 5 points)	DBE/Local/ Veteran Goals (Max 5 points)	Experience with Municipal CIP Program Management (Max 5 points)	Financial Capability (Max 5 points)	Total Score (Max 100 points)
AECOM	5	5	5	3	98
JACOBS	<hr/>				
CALVIN,GIORDANO & A.	4	5	4	5	84

Reviewer's Name (Print): Eliza Rossi      Reviewer's Signature: 



6/18/19

# CITY OF DORAL

## RFP # 2019-18 - Phase II

### Parks Bond Program Management Services

List of Respondents	Executive Summary (Max 5 points)	Organizational Structure/Chart (Max 5 points)	Overall Experience, Qualifications, Performance of the Prime Firm and Sub Consultants (Max 25 points)	Experience and Qualifications of Key/ Supplemental Personnel (Max 20 points)	Management Plan (Max 15 points)	Quality Control Approach (Max 10 Points)
AECOM	5	5	25	20	15	10
JACOBS	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
CALVIN,GIORDANO & A.	5	3	23	19	14 <del>15</del>	10

List of Respondents	Project Controls Plan (Max 5 points)	DBE/Local/ Veteran Goals (Max 5 points)	Experience with Municipal CIP Program Management (Max 5 points)	Financial Capability (Max 5 points)	Total Score (Max 100 points)
AECOM	5	5	5	5	100
JACOBS	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
CALVIN,GIORDANO & A.	5	4	5	3	91

Reviewer's Name (Print): Eugene Collings-Bonfill      Reviewer's Signature:

**ORIGINAL**

**EXHIBIT "B"**

**COMPENSATION/FEE  
SCHEDULE**

**FEE SCHEDULE****Project Management Team Services – Billing rates.**

<b>Classification</b>	<b>Lower Rate</b>	<b>Upper Rate</b>	<b>Negotiated Rate</b>
Principle-in-Charge	\$192.91	\$212.21	
Construction Manager	\$234.27	\$257.70	
Pre-Construction Director	\$278.54	\$306.39	
Project Controls Manager	\$192.82	\$212.10	
Estimating Specialist	\$153.23	\$168.55	
Scheduling Specialist	\$161.36	\$177.50	
Contracts Specialist	\$249.58	\$274.54	
Project Controls Specialist	\$177.02	\$194.72	
Civil/Roadway Project Manager	\$183.26	\$201.59	
Facilities Project Manager	\$103.33	\$113.66	
Sr. Field Engineer	\$220.96	\$243.06	
Contracts Admin Assistant	\$69.44	\$76.38	
Communications Specialist	\$76.94	\$187.46	
Safety Inspector	\$63.86	\$70.25	
Utility Coordinator	\$141.55	\$155.70	
GIS Analyst	\$135.66	\$149.23	
Two-Man Survey Crew	\$133.70 (blended)	\$147.07 (blended)	
Construction Materials Testing Leader	\$133.90	\$147.29	
Construction Inspector	\$123.60	\$217.54	
Permit Expediter	\$87.55	\$96.31	
General Administrative	\$43.50	\$60.90	

<b>Building Inspectors (below)</b>			
Structural	\$120.00	\$140.00	
Mechanical	\$110.00	\$130.00	
Electrical	\$110.00	\$130.00	
Plumbing	\$110.00	\$130.00	

**On Call Testing Services**

<b>Classification</b>	<b>Unit Rate</b>	<b>Per Test</b>
Construction Testing – Asphalt Testing (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$120</b> (includes Asphalt Densities – Nuclear Back Scatter Method. (Min. 4 Tests per Call-Out)  <b>\$20.00</b> (After 4 tests)
Construction Testing – Asphalt Testing (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$390.00</b> (includes Asphalt Core Drilling for Thickness Measurements (Min. 6 Cores per Call-Out)  <b>\$65.00</b> (After 6 Cores per core)
Construction Testing – Compaction Testing (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$140.00</b> (Includes Soil Density Nuclear Method per AASHTO T-238 & ASTM D-2922 – (Min. 4 Tests per Call-Out)  <b>\$25.00</b> After 4 tests
Construction Testing – Concrete Testing (Slump & Cylinder) - (Per ASTM C-31) (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$118.00</b> (Includes Slump Test Concrete Temperature Test Standard 4"x 8" Cylinder. Max. 5 Cylinders Per Set).
Construction Testing – Concrete Testing (Air Entrainment) – (Per ASTM C31) (Technician’s Time not Included)	\$45/Hr. for technician’s rate	<b>\$40.00</b> - Air Content Per Set
Laboratory Testing – Asphalt Testing	N/A	<b>\$160.00</b> – (Includes Extraction/Gradation Analysis per ASTM D-6307.) <b>\$60.00</b> – (Includes Bulk Specific Gravity of Drilled Core per ASTM D-2726.) <b>\$77.00</b> – (Includes Sieve Analysis. ) <b>\$50.00</b> – (Includes Maximum Density per ASTM D-2041.)

Laboratory Testing – Soil	N/A	<b>\$375.00</b> (Includes Laboratory LBR) <b>\$130.00</b> (Includes Modified Proctor) <b>\$115.00</b> (Includes Standard Proctor) <b>\$55.00</b> (Includes Organic Content) <b>\$77.00</b> (Includes Sieve Analysis) <b>\$65.00</b> (Includes Sieve Analysis (Washed over #200 sieve)) <b>\$30.00</b> (Includes Moisture Content)
Laboratory Testing - Concrete	N/A	<b>\$16.00</b> (Includes Compressive Strength of 4" x 8" Cylinder - Each (ASTM C 39)) <b>\$30.00</b> (Includes Compressive Strength of 3x6 inch Grout Prism - Each) <b>\$16.00</b> (Includes Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder –Each)

**Contract Multipliers**

Company	Contract Multiplier
AECOM	Field: 2.5 Office: 2.8
BCC	Field: 2.5 Office: 2.8
PDS	Field: 1.74 Office: 2.70
Creativision MEDIA	Field: N/A Office: 2.85
GCES Engineering Services, LLC	Field: N/A Office: 2.93
Dolphin Expediting Services	Field: 2.5 Office: 2.8