

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
ADA ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES
RELATED TO THE LOW IMPACT DEVELOPMENT IMPLEMENTATION**

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

RECITALS

WHEREAS, ADA Engineering, Inc. and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for the review and update the City's Low Impact Development Master Plan (the "Project"); and

WHEREAS, during the May 13, 2020 Council Meeting, the Mayor and City Council Members approved Resolution No. 20-72, authorizing the City to enter into an agreement with ADA Engineering Inc. to review and update the City's Low Impact Development Master Plan"; and

WHEREAS, the City desires to engage ADA Engineering, Inc. to perform the services specified below.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, ADA Engineering, Inc. and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 ADA Engineering, Inc. shall furnish professional services to the City as set forth in the Scope of Services as specified in "Exhibit A," attached to this Agreement and incorporated herein by this reference.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for six (6) months from the date of execution unless earlier terminated in accordance with Paragraph 6. The City Manager may extend the term of this Agreement up to an additional four (4) months by written notice to ADA Engineering, Inc.

ADA will submit the Deliverables and perform the Work as depicted in the table below. Completion dates are in months from notice to proceed (NTP):

Schedule of Deliverables		
Task	Project Activity Description	Months from NTP
1	Develop LID Verification Checklist	3 Months
2	Prepare suggestions for further refinement of LID Ordinance	4 Months
3	Attend City Council Meeting	6 Months

2.2 ADA Engineering, Inc. agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager or his/her designee.

3. Compensation and Payment.

3.1 ADA Engineering, Inc. shall be compensated in the following manner:

ADA will be compensated \$10,094.00 on a lump sum basis for performing the work detailed in the Scope of Work. ADA will submit to the City monthly invoices for work completed on a percentage basis.

The table below outlines the estimated fee schedule for the required deliverables.

Summary of Compensation		
Task	Project Activity Description	Fee Amount
1	Develop LID Verification Checklist	\$6,447.80
2	Prepare suggestions for further refinement of LID Ordinance	\$2,564.70
3	Attend City Council Meeting	\$1,081.50
TOTAL		\$10,094.00

3.2 The City shall pay ADA Engineering, Inc. in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to ADA Engineering, Inc. the undisputed portion of the invoice. Upon written request of the Finance Director, ADA Engineering, Inc. shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. City's Responsibilities.

- 4.1 Furnish to ADA Engineering, Inc., at its written request, existing studies, reports, and other data pertinent to the services to be provided by ADA Engineering, Inc.

5. ADA Engineering, Inc. Responsibilities.

- 5.1 ADA Engineering, Inc. shall exercise the same degree of care, skill, and diligence in the performance of the Services as in ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement, it is determined that ADA Engineering, Inc., deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, ADA Engineering, Inc. shall at its sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of ADA Engineering, Inc. under this agreement.

6. Termination.

- 6.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the ADA Engineering, Inc. without cause. Cause shall include but not be limited to a failure on the part of ADA Engineering, Inc. to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 6.2 Upon receipt of the City's written notice of termination, ADA Engineering, Inc. shall stop work.
- 6.3 In the event of termination by the City, the ADA Engineering, Inc. shall be paid for all work accepted by the City Manager up to the date of termination, provided that ADA Engineering, Inc. has first complied with the provisions of Paragraph 6.4.
- 6.4 ADA Engineering, Inc. shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

7. Insurance.

- 7.1 ADA Engineering, Inc. shall secure and maintain throughout the duration of this Agreement professional liability insurance. The certificate of insurance shall be attached as "Exhibit B" to this Agreement. 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.

8. Nondiscrimination.

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

9. Attorneys' Fees and Waiver of Jury Trial.

9.1 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.

9.2 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.

10. Indemnification.

10.1 ADA Engineering, Inc. 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 ADA Engineering, Inc. performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between ADA Engineering, Inc. and third parties made pursuant to this Agreement. ADA Engineering, Inc. 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 ADA Engineering, Inc. performance or non-performance of this Agreement.

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

10.3 Ten (10) dollars 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 ADA Engineering, Inc.

11. Notices/Authorized Representatives.

11.1 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
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For Consultant: Alberto D. Argudin
ADA Engineering, Inc.
8550 NW 33rd Street, Suite 202
Doral, Florida 33122

12. Governing Law.

12.1 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.

13. Entire Agreement/Modification/Amendment.

13.1 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.

13.2 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.

14. Ownership and Access to Records and Audits.

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

14.2 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 ADA Engineering, Inc. involving transactions related to this Agreement.

- 14.3 The City may cancel this Agreement for refusal by ADA Engineering, Inc. 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.
- 14.4 In addition to other contract requirements provided by law, ADA Engineering, Inc. shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

15. No assignability.

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

16. Severability.

- 16.1 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.

17. Independent Contractor.

- 17.1 ADA Engineering, Inc. 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.

18. Representations and Warranties of ADA Engineering, Inc.

18.1 ADA Engineering, Inc. hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) It shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

(b) ADA Engineering, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by ADA Engineering, Inc. has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against it in accordance with its terms; and

(d) ADA Engineering, Inc. has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

19. Compliance with Laws.

19.1 ADA Engineering, Inc. shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

19.2 ADA Engineering, Inc. shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable.

20. Non-collusion.

20.1 ADA Engineering, Inc. certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

21. Truth in Negotiating Certificate.

21.1 ADA Engineering, Inc. hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current.

22. Waiver

22.1 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.

23. Survival of Provisions

23.1 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.

24. Prohibition of Contingency Fees.

24.1 ADA Engineering, Inc. warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ADA Engineering, Inc., 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 ADA Engineering, Inc., any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. Force Majeure.

25.1 It is understood that performance of any act by the City or ADA Engineering, Inc. hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement.

26. Counterparts

26.1 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.

27. Interpretation.

27.1 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.

27.2 Preparation of this Agreement has been a joint effort of the City and ADA Engineering, Inc. 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.

28. Discretion of City Manager.

28.1 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.

29. Third Party Beneficiary

29.1 ADA Engineering, Inc. 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.

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 ADA Engineering, Inc. shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by ADA Engineering, Inc. 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.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



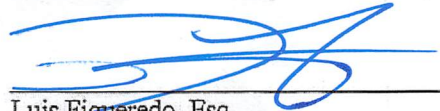
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: Oct. 26, 2020

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



Luis Figueredo, Esq.
City Attorney

ADA Engineering, Inc.



By: ALBERTO D. ARGUDIN
Its: PRESIDENT
Date: 10/14/2020

Exhibit A



Corporate Office
8550 NW 33rd Street, Suite 202
Doral, Florida 33122
T 305.551.4608
F 305.551.8977
www.adaengineering.com

February 21, 2020

Mr. Alexander Adams
Planning and Zoning Director
City of Doral
8401 NW 53rd Terrace, Second Floor
Doral, Florida 33166

**RE: CONTINUING PROFESSIONAL SERVICES FINAL AGREEMENT (RFQ 2017-21)
CHECKLIST DEVELOPMENT FOR VERIFICATION OF LOW IMPACT DEVELOPMENT IMPLEMENTATION**

Dear Mr. Adams,

Per your request, A.D.A. Engineering, Inc. (ADA) is pleased to submit this Service Order proposal for Professional Engineering Services associated with developing a tool that can be used to quantify/verify that submitted development projects meet a new ordinance for Low Impact Development (LID) requirements. This Service Order will be a part of the General Engineering/Architectural Services (RFQ 2017-21) agreement between the City of Doral (City) and ADA.

The following sections outline the required tasks, scope of work, schedule of work (time performance), and compensation to prepare the tool.

I. SCOPE OF WORK

The Scope of Work is comprised of the following essential tasks:

- Task 1 – Develop LID Verification Checklist
- Task 2 – Prepare suggestions for further refinement of LID Ordinance
- Task 3 – Attend City Council Meeting

Task 1: Develop LID Verification Checklist

ADA will attend up to one (1) meeting with City staff to discuss the development of the LID Verification Checklist.

In preparing the tool for developers and City reviewers to use in assessing LID implementation on site plans, ADA will proceed with the suggestions for LID requirements that were made in the 2016 LID Masterplan Report, but also add the qualitative analysis approach added as Section 5.3 in the 2019 Updated LID Masterplan Report.

The tool will be a checklist/worksheet that guides developers and City reviewers in assessing LID implementation for proposed development projects. For scoping purposes, below is a summary of the proposed LID requirements anticipated to be included in the Checklist document:

1. **Developer will show that post-development annual runoff volume does not exceed pre-development annual runoff volume for a defined average annual runoff timeseries (DRER average annual rainfall distribution for Miami FS).**
2. **Developer will show that site complies with the minimum vegetated/stormwater management space (15% for commercial/10% industrial, and 20% for residential, 10% CBD area)**
3. **Developer will verify implementation of non-structural LID practices to the maximum extent practical. If not practical, developers must demonstrate that these practices cannot be implemented because of site constraints and not because of financial impacts.**
4. **Developer will verify implementation of a minimum of three (3) Structural LID practices.**
 - a. **At least one (1) of the three (3) LID practices should provide the function/benefit of treatment, aesthetics, and/or habitat per Section 5.3 of the 2019 Update to the LID Masterplan.**
5. **Developer will describe maintenance requirements, and proposed parties responsible for maintenance of the proposed LID infrastructure.**

ADA will provide one (1) electronic copy of the draft Checklist document to the City for review. ADA will attend up to one (1) meeting with City Staff to discuss the draft of the Checklist document.

Following receipt of City comments, ADA will revise the Checklist and provide one (1) electronic copy of the final Checklist document.

Deliverable:

- 1.2 DRAFT LID Checklist Document sent to the City via email (for comment)
- 1.4 FINAL LID Checklist Document sent to the City via email

Task 2: Prepare Suggestions for Further Refinement of LID Ordinance

ADA will attend up to (1) meeting with City staff to obtain the City's desired approach in developing the LID Ordinance. ADA will review the ordinance and provide the City recommendations of suggested changes and refinements to the current ordinance based on the recently developed LID Checklist document. ADA will provide comments to the City in Word file "Track Change" format.

Task 3: Attend City Council Meeting

As a part of this task, ADA will attend up to one (1) City Commission meeting to assist the City in addressing any comments from the Commission. It is anticipated that the City will present the changes to the ordinance as well as the Checklist document.

II. SCHEDULE OF WORK – TIME OF PERFORMANCE

ADA will submit the Deliverables and perform the Work as depicted in the table below. Completion dates are in months from notice to proceed (NTP):

Schedule of Deliverables		
Task	Project Activity Description	Months from NTP
1	Develop LID Verification Checklist	3 Months
2	Prepare suggestions for further refinement of LID Ordinance	4 Months
3	Attend City Council Meeting	6 Months

III. COMPENSATION

ADA will be compensated \$10,094.00 on a lump sum basis for performing the work detailed in the Scope of Work. ADA will submit to the City monthly invoices for work completed on a percentage basis.

The table below outlines the estimated fee schedule for the required deliverables. Attachment A includes a detailed breakdown of the man-hour estimate per task.

Summary of Compensation		
Task	Project Activity Description	Fee Amount
1	Develop LID Verification Checklist	\$6,447.80
2	Prepare suggestions for further refinement of LID Ordinance	\$2,564.70
3	Attend City Council Meeting	\$1,081.50
TOTAL		\$10,094.00

IV. SUPPORT FROM CITY

To successfully complete the project, the City will provide the following support:

1. Attend progress meetings
2. Facilitate meeting with City Commissioners
3. Prepare presentation and give presentation for meeting with City Commissioners
4. Reproduce any materials to be distributed at the meeting with City Commissioners
5. Review draft deliverables – Comments will be prepared for review by City staff, and other interested parties selected by the City, if needed. The City will consolidate all review documents (internal and external to the City) into a single document and transmit to ADA. The City agrees that its review comments will be delivered to ADA within 3 business days following receipt of the draft document(s) from ADA.

The services outlined below are not included as a part of the scope of work, although additional service orders can be executed to assist the City with these services if necessary:

1. Prepare presentation or present at City Commission meeting
2. Reproduce or distribute material for City Commission meeting
3. Provide legal interpretation of ordinance development modifications

We look forward to assisting the City on this project assignment. If you have any questions or need additional information, please do not hesitate to contact Desiree Heintz or me at (305) 551-4608 x310.

Sincerely
A.D.A. ENGINEERING, INC.



Alberto D. Argudin, PE, CGC, LEED AP
President

Enclosures:
Attachment A – Fee Estimate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) 9/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Hansen Insurance, LLC
4590 N. Meridian Avenue
Miami Beach, FL 33140
License#: A307619

CONTACT NAME: Rick Hansen
PHONE (A/C No. Ext): (305) 674-9998
E-MAIL ADDRESS: rick@hanseninsurancefl.com
FAX (A/C No.): (305) 674-9998

INSURED
A.D.A. Engineering, Inc.
8550 NW 33 Street, Suite 202
Doral, FL 33122

INSURER(S) AFFORDING COVERAGE	
INSURER A:	RLI
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: FL 33122

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					BODILY INJURY (Per person)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				BODILY INJURY (Per accident)	\$
A	Professional Liability DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)	N/A	RDP0041135	10/18/2020	10/18/2021	E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
						each claim annl. aggr.	\$2,000,000
							\$2,000,000

RE: RFQ 2017-21

CERTIFICATE HOLDER

City of Doral
8401 NW 53 Terrace
Doral, FL 33166

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Hansen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2019

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306		CONTACT NAME PHONE (A/C No. Ext): 800-338-1391 FAX (A/C No): 888-621-3173 E-MAIL ADDRESS: aeclientrequest@marsh.com	
INSURED A.D.A. Engineering, Inc. 8550 NW 33 St., Suite 202 Miami, FL 33122		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Accident & Indemnity Co	NAIC # 22357
		INSURER B: Twin City Fire Insurance Co	29459
		INSURER C: Hartford Underwriters Insurance Co	30104
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		84SBACG2118 Prof. Liab. Excl.	11/01/2019	11/01/2020	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPOP AGG	\$2,000,000
							\$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		84UECPQ2064	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		84SBACG2118	11/01/2019	11/01/2020	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
	DED <input checked="" type="checkbox"/> RETENTIONS \$10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	84WECBM4348	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: REQ 2017-21

CERTIFICATE HOLDER

CANCELLATION

City of Doral
8401 NW 53 Terrace
Doral, FL 33166

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

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RESOLUTION No. 20-72

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ADA ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LOW IMPACT DEVELOPMENT IMPLEMENTATION IN AN AMOUNT NOT TO EXCEED \$10,094.00; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On February 2, 2015, the City of Doral and ADA Engineering entered into a Professional Services Agreement to develop a Low Impact Development Master Plan (LIDMP) and Integrated Management Practices (IMPs) in order to manage the potential effects of development on the environment, which includes but is not limited to, soil erosion, increase in impervious areas, reduction in open space and recreational areas, reduction on ground water recharge, increase flooding, and degradation in water quality; and

WHEREAS, the purpose of the LIDMP is to assist the City in maximizing implementation of IMPs and utilize these practices to minimize impacts from anticipated new development and/or redevelopment projects; and

WHEREAS, the LIDMP and IMPs were completed in 2016 and approved by council on November 2, 2016 via resolution no. 16-229; and

WHEREAS, the purpose of entering this agreement is to move into the implementation phase of the LIDMP; and

WHEREAS, staff respectfully requests that the Mayor and the City Council-Members approve the agreement/proposal with ADA Engineering, for the implementation of the LIDMP; and

WHEREAS, funds for this service are available in the Professional Services account, #001.40005.500310.

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

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

Section 2. Approval. The agreement with ADA Engineering, for the implementation of the LIDMP, is hereby approved.

Section 3. Authorization. The City Manager is authorized to the City to enter into the agreement, for the term of the contract and any necessary extension periods for the implementation of the LIDMP in an amount not to exceed \$10,094.00.

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

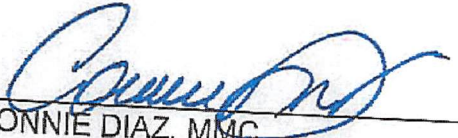
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of May, 2020.

ATTEST:



JUAN CARLOS BERMUDEZ, MAYOR



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