

CONTINUING PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF DORAL, FL

And

CALVIN GIORDANO AND ASSOCIATES, INC.

For

GENERAL PLANNING AND ZONING SERVICES

THIS AGREEMENT is made between the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "CITY") and Calvin Giordano and Associates, Inc., an active, a for-profit corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316. CITY and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY requested qualifications from qualified Planning and Zoning Consultants and selected the CONSULTANT to provide professional planning and zoning services with respect to assigned Work Orders; and

WHEREAS, the City of Doral issued Request for Qualifications RFQ-2026-04 for General Planning and Zoning Consulting Services in which the CONSULTANT, the Calvin, Giordano & Associates, Inc., was selected and prequalified by the City Council to provide continuing services pursuant RFQ-2026-04; and

WHEREAS, the Calvin, Giordano & Associates, Inc., is willing and able to perform such professional services for the CITY within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a Specific Project, but to set forth certain general terms and conditions, which shall govern the relationship between CITY and the CONSULTANT and which shall be incorporated into subsequent supplemental agreements/work orders for Specific Projects or services when required.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the CITY and CONSULTANT agree as follows:

SECTION 1. 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:

- 1.1 **Compensation:** The total amount paid by the CITY for the CONSULTANT'S professional services for a specific project, exclusive of reimbursable expenses.
- 1.2 **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 the Specific Project; travel expenses; and Subconsultant's fees.
- 1.3 **Work Order:** An agreement to provide services for a particular Project.
- 1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.
- 1.5 **Travel Expenses:** Travel expenses, whether within or outside of Miami-Dade County, and whether to the Specific Project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the CITY Manager. All approved travel expenses will be reimbursed in accordance with the CITY's adopted travel policy.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

- 2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the CITY for Specific Projects as authorized from time to time by either the CITY Council or CITY

Manager as authorized by subsection 2.8. The services shall be for the following types of Projects or similar disciplines: **General Planning and Zoning Services as described in assigned Work Orders.**

- 2.2** When the need for services for a Specific Project occurs, the CITY Manager may, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The CITY shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The CITY Manager and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.
- 2.3.** The CITY and CONSULTANT shall utilize as the agreement for each Specific Project a Work Order ("Project Agreement"), a copy of which is attached and incorporated into this Agreement as Exhibit "A." Each agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:
- a. The Scope of Services;
 - b. The Deliverables;
 - c. The Time and Schedule of Performance and Term;
 - d. The amount of Compensation;
 - e. The Personnel assigned to the Specific Project;
 - f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
 - g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.
- 2.4.** It is at the CITY's sole discretion to determine the most appropriate method of compensation for each Project Agreement. The CONSULTANT will submit an Estimate of Work Effort that lists the number of hours needed for each job classification under each work type. The Estimate of Work Effort will include the hourly professional service rates for each job classification listed in Exhibit "B" that includes all overhead expenses, operating margin, and direct expenses. The Project Agreement shall specify the Consultant's method of compensation with a maximum amount of compensation that may not be exceeded without additional approval.
- 2.5.** The professional services to be rendered by the CONSULTANT shall

commence subsequent to the execution of each Project Agreement. Performance of work by CONSULTANT prior to execution of a Project Agreement shall be at Consultant's sole risk. Upon the commencement of the term of the Project Agreement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the Project Agreement. The number of calendar days provided in the Project Agreement for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

- 2.6.** The CONSULTANT shall submit to the CITY all final deliverables within the Contract Time as noted in each Project Agreement and associated CONSULTANT Proposal.
- 2.7.** The CITY reserves the right, at its sole discretion, to suspend the methods of equitable distribution for any CONSULTANT that has not performed to the CITY's expectations on current and past projects. The City will provide performance reviews at the midpoint and completion of the agreed upon Work Order, and based on the reviews, if the City in its sole discretion is dissatisfied, the City may select another pre-qualified Consultant under pool.
- 2.8.** The City Manager is authorized to negotiate and execute a Project Agreement for Projects in which the CONSULTANTS' services do not exceed the Manager's purchasing authority under City Code Section 2-318, as may be amended, which is currently set at \$50,000.00. City Council approval is required for Work Orders exceeding such purchasing authority.
- 2.9.** The Work Order for each specific project shall incorporate this Continuing Services Agreement. If any of the terms and conditions of this Agreement conflict with the Work Order, to the extent that the Work Order conforms to the statutory restrictions prescribed in Section 287.055, Florida Statutes, the provisions of the Work Order shall apply.
- 2.10.** The City makes no minimum commitment for the issuance of work orders, and the Consultant acknowledges that no past issuance of work orders, negotiations, or course of dealing creates any right or expectation to receive future work orders.

SECTION 3. TERM/TERMINATION/SUSPENSION

- 3.1. Term of Agreement:** This Continuing Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of one-year (1) (with an option to renew for two (2) one (1) year renewals), unless further extended by option or renewal and/or until terminated pursuant to Subsections 3.4, 3.5. or other applicable sections in this Agreement. Each Work Order shall specify the period of service agreed to by the CITY and CONSULTANT for services to be rendered under said Work Order. Notwithstanding the above, this Agreement shall not commence before the effective date hereof.
- 3.2. Effect on Work Order:** Nothing in this section shall be construed to limit the City's right to terminate any ongoing Work Order(s).
- 3.3. Non-exclusive Agreement:** Notwithstanding the provisions of Subsection 3.1, the CITY Manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any consultants retained by the CITY under similar continuing services agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform for a specific project.
- 3.4. Termination for Cause:** This Agreement or Work Order may be terminated by either party for cause, upon fourteen (14) 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. Cause shall be defined as a substantial failure by the other party to perform in accordance with the terms and conditions contained in this Agreement and/or any Work Order through no fault on the terminating party. If the CONSULTANT abandons this Agreement or a Work Order, or the CITY terminates the Agreement or Work Order for cause, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. The aforementioned indemnification shall be in addition to, and shall not be construed to limit, the indemnification set forth in the RFQ, attached and incorporated as Exhibit "A" In the event that the CONSULTANT 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 3.5 of this Agreement and the provision of Section 3.5 shall apply.

- 3.5. Termination For Convenience:** A Project Agreement or a Work Order may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit to the CITY its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.
- 3.6. Assignment Upon Termination:** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the CITY and the CONSULTANT 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 the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.
- 3.7. Suspension for Convenience:** The CITY shall have the right at any time to direct the CONSULTANT 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, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 4. BILLING & PAYMENT TO THE CONSULTANT

- 4.1. Billing:** CONSULTANT shall submit invoices which are identified by the specific Work Order number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Fee

Schedule set forth in the Project Agreement. 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 CONSULTANT within thirty (30) calendar days of approval by the CITY Manager of any invoices submitted by CONSULTANT to the CITY. City's approval of any invoice is conditioned upon (a) the City's written acceptance of the corresponding deliverables (if any), (b) consultant's compliance with this agreement and the applicable work order, and (c) submission of reasonable supporting documentation requested by the City.

- 4.2. **Disputed Invoices:** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT 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 the CONSULTANT. The CITY shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

- 4.3. **Suspension of Payment:** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of the Project Agreement, the CITY may withhold amounts reasonably necessary to protect the City from loss, including for defective/nonconforming services, failure to timely deliver, failure to provide requested records, or any third-party claim potentially subject to indemnity until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

- 4.4. **Final Payment:** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all

subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT. Final payment does not waive the City's rights relating to (a) audit or overpayment recovery, (b) indemnification, (c) latent defects or professional negligence, (d) public records or obligations, or (e) any obligations that expressly survive termination.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1. Changes Permitted:** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the CITY by Change Order without invalidating the Project Agreement.
- 5.2. Change Order Defined:** Change Order shall mean a written order to the CONSULTANT executed by the CITY, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.
- 5.3. Effect of Executed Change Order:** The execution of a Change Order by the CITY and the CONSULTANT shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.
- 5.4. Modifications to Scope of Services:** The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work. The Consultant shall not perform, and the City shall have no obligation to pay for, any services outside the scope of services unless authorized by a written change order or work order amendment executed by the City and the Consultant prior to performance.

SECTION 6. SURVIVAL OF PROVISIONS

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

SECTION 7. CITY'S RESPONSIBILITIES

- 7.1. Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.
- 7.2. 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.
- 7.3. Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

SECTION 8. CODE OF ETHICS

- 8.1. The code of ethics of the American Institute of Certified Planners (AICP) shall be incorporated in this Agreement by this reference.
- 8.2. CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

- 9.1. The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 9.2. If the project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with the same.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 10.1. All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the CITY or furnished by the CONSULTANT pursuant to any Project Agreement, shall become the property of the CITY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to the CITY within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the CITY'S prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.
- 10.2. All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the CITY.
- 10.3. All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

All deliverables should be provided in hard copy format as well as electronic format to the CITY. Drawings should be provided in CADD, spread sheets in Excel, and written documentation should be provided in Microsoft Word. All

Deliverables are subject to the City review and written acceptance. The City may reject nonconforming Deliverables and require correction/ resubmittal at no additional cost. No Deliverable shall be deemed accepted absent written acceptance by the City Representative.

SECTION 11. RECORDS/AUDITS

- 11.1.** CONSULTANT 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 Agreement. 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.
- 11.2.** The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable.
- 11.3.** Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the CITY of this Agreement or any Project Agreement.

SECTION 12. NO CONTINGENT FEE

- 12.1.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the CITY shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1. The CONSULTANT is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1. This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the CITY. Written consent shall not be unreasonably withheld or delayed.

14.2. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1. The CONSULTANT shall indemnify and hold harmless the CITY and its elected and appointed officials, officers, employees, agents, representatives, volunteers, and authorized personnel (collectively, the "CITY Indemnitees") from and against any and all claims, demands, causes of action, suits, proceedings, damages, losses, liabilities, judgments, penalties, fines, liens, and expenses of every kind and nature (including, without limitation, reasonable attorney's fees and litigation costs) (collectively, the "Claims"), but to the extent arising out of the negligent performance, or non-performance of the services contemplated by this agreement and only to the proportionate extent caused by any act or omission, default, negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, sub-contractors, or such persons/entities in connection with, employed by, or utilized by the CONSULTANT in the performance of this or any Project Agreement.

Consultant expressly agrees to indemnify and hold harmless the indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Consultant to the extent same it's covered by

payments under workers' compensation or similar laws. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, without limitation, 725.06 & 725.08, F.S., if applicable. Severability shall apply to each sentence of this section. This indemnification shall survive the cancellation or expiration of the agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF CONSULTANT UNDER THIS AGREEMENT EXCEED THE MINIMUM AVAILABLE LEVELS OF INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

SECTION 16. INSURANCE

16.1. The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, depending on the nature of scope or level of exposure. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers. Required insurance policy endorsements include Primary & Non-Contributory insurance clause, Contingent and Contractual Liability, Premises and Operations Liability, and a Waiver of Subrogation in favor of the CITY. The CITY shall be listed as an Additional Insured on all policies, all of which require a 30-day written notice of cancellation or material change to the CITY from the insurer in accordance with policy provisions. Any insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The CITY may require proof of the aforementioned insurance prior to the commencement of the Project. A copy of the insurance requirements is attached and incorporated as "Exhibit E".

SECTION 17. REPRESENTATIVE OF CITY AND CONSULTANT

17.1. CITY Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the CITY Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2. CONSULTANT Representative. CONSULTANT shall inform the CITY Representative, in writing, of the representative of the CONSULTANT to whom

all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1. If either the CITY or CONSULTANT is required to enforce the terms of this Agreement or any Project 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.

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

SECTION 19. PRIORITY OF AUTHORITY OF INSTRUMENTS

19.1. The relationship between the Parties shall be governed by several contract documents, all of which, when read together, shall constitute one agreement between the Parties. The contract documents include this Agreement, one or more ensuing Project Agreements, and the City solicitation documents. In the event of conflict be between or amongst the contract documents, priority shall be as follows: Project Agreements, then 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 the contract document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1. Any and all drawings, studies, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall comply with all applicable CITY Codes, state and federal laws, rules and regulations.

20.2. The Consultant shall, 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.

20.3. The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement

shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

- 21.1. In the event the CONSULTANT requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the CONSULTANT must secure the prior written approval of the CITY Manager. The CONSULTANT shall use his/her best efforts to utilize Subconsultants whose principal place of business is located within the CITY or Miami-Dade County, Florida.
- 21.2. Any subcontract with a Subconsultant shall afford to the CONSULTANT rights against the Subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.
- 21.3. No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the CITY for use by the CONSULTANT.

SECTION 22. NOTICES

- 22.1. Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Calvin Giordano & Associates, Inc.
Chris Giordano, President
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Telephone: (954) 921-7781
Facsimile: (954) 921-8807
Email: info@cgasolutions.com

WITH A COPY TO:

Calvin Giordano & Associates, Inc.
Jenna Martinetti, VP of Operations
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316

FOR CITY:

CITY OF DORAL
Attention: Zeida Sardiñas, City Manager
8401 NW 53rd Terrace
Doral, FL 33166
T (305) 593-6725
F (305) 593-6619

WITH COPY TO:

CITY ATTORNEY
Lorenzo Cobiella
Gastesi Lopez Mestre & Cobiella, PLLC
8401 NW 53rd Terrace
Doral, FL 33166

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

23.1. Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement, or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the CITY determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent **wage** rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

24.1. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 26. HEADINGS

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

SECTION 27. EXHIBITS

27.1. 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.

SECTION 28. SEVERABILITY

28.1. If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

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

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

RESOLUTION No. 26-53

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED RFP #2026-04 “GENERAL PLANNING AND ZONING CONSULTING SERVICES”; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH THE CORRADINO GROUP, INC.; CALVIN, GIORDANO & ASSOCIATES/SAFE BUILT; KEITH; CHEN MOORE & ASSOCIATES; AND MHCP COLAB FOR THE PROVISION OF GENERAL PLANNING AND ZONING SERVICES; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 10th, 2026, the City of Doral (the “City”) issued a Request for Qualifications (RFQ) for general planning and zoning services (RFQ No. 2026-04); and

WHEREAS, on February 24th, 2026 a pre-bid meeting was held to review the RFQ and answer questions from the interested firms; and

WHEREAS, in response to RFQ No. 2026-04, titled “General Planning and Zoning Services”, the City of Doral received nine (9) submittals by the March 11th, 2026 deadline; and

WHEREAS, on March 18th, 2026, the City of Doral held the Evaluation Committee meeting to score and rank each of the proposals; and

WHEREAS, the funding for the tasks assigned under these contracts will be budgeted each fiscal year under the General Fund, Planning and Zoning Professional Services Account No. 001.40005.500310; and

WHEREAS, staff recommends that the Mayor and City Council authorize the City Manager to negotiate and enter into Professional Services Agreements (PSAs) with Calvin Giordano & Associates/SafeBuilt, Chen Moore & Associates, KEITH, MHCP COLAB, and

The Corradino Group, Inc., the five (5) highest ranking firms to provide general planning and zoning consulting services to the City of Doral.

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

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Authorization. The City Manager is authorized to execute the Professional Services Agreements, in substantially the form attached hereto, and to take all administrative actions necessary to implement its terms.

Section 3. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

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

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

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 8 day of April, 2026.



CHRISTI FRAGA, 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:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY