



City of Doral

RFP No. 2021-14 - Disaster Debris Monitoring Services Addendum No. 1

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:

1. Section 2 – 2.1 & 2.8 - This below referenced sentence regarding the “The basis of award will be by Total Price” is in conflict with Section 2.8 “Evaluation Criteria – Phase I and Phase II, Evaluation Summary”, which states Pricing for Services Offered Possible Points 40”.

RFP Section Text: Vendors must bid all line items to be considered

responsive. **The basis of the award will be by Total Price (the sum of all items).**

- Total Price refers to the total of all line items on the Proposal Price Sheet. That total price carries a max weight of 40 points.

2. Section 2 – 2.7 – If the Company is an LLC, are there any specific documents and format for signatures required.

RFP Section Text: Referencing Corporate and Partnership requirements.

- Please complete the Certificate of Authority (If Corporation), and all other required forms.

3. Section 2 – 2.7:

a.) Please advise where in this document are the “Solicitation Reference Surveys”, which are required to be completed and returned?

b.) Are the Agency Reference to submit this form to the City of Doral or is the Proposer to include the completed “Solicitation Reference Surveys” in their submittal?

If the Agency Reference is to submit the completed forms directly to the City of Doral, what are the requirements for submitting the forms?

If the proposer is to include the completed forms in their submittals package, where are they to be included?

RFP Section Text: REFERENCES - As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications. **Proposers are responsible for forwarding the Solicitation Reference Surveys to selected references. Forms must be completed and returned to procurement@cityofdoral.com.**

- Completed Solicitation Reference Surveys should be emailed directly to procurement@cityofdoral.com and they should also be included under Tab 5 – References.

4. Section 3 – 3.2 - What manuals are you referring to for “Debris Removal Standard Operating Procedures manuals” – Is this the “Public Assistance Program and Policy Guide (PAPPG)”, current version?

RFP Section Text: “The Proposer will provide training and technical assistance with **Debris Removal Standard Operating Procedures manuals**.

- Correct, we are referencing the Public Assistance Program and Policy Guide (PAPPG).



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5. Section 3 – 3.12 - FEMA Index 327 is obsolete. There is an “Public Assistance Debris Monitoring Guide”, which was published by FEMA March 2021. https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf

RFP Section Text: Link to FEMA Index 327

- Please replace the version mentioned in the RFP with this most recently published version https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf

6. Section 4 – 4.1 Tab 1 - Please advise the “date” you are referring to. Is it the RFP Due Date or the Date of Submission?

RFP Section Text: Cover page must be clearly marked with the RFP number and project title (RFP No. 2021- 14 – Disaster Debris Monitoring Services) the Proposer’s firm name, address, telephone number, and name of contact person, email address **and the date**.

- The ‘date’ refers to the solicitation due date of May 21st, 2021.

7. Section 4 - 4.1 Tab 7 - **Question:** Please advise if all City forms are to be included in this section of TAB 7; which includes Section 5, Page 41, and Section 6 forms.

Please advise what specific form is “**forms for acknowledgment of partnership, individual or corporation**”, which is to be followed by evidence of firms registration with the State of origin (i.e., Sunbiz).

RFP Section Text: Submission and completion of City provided **forms for acknowledgment of partnership, individual or corporation**. Also, provide evidence that Proposer’s firm name is registered with their State of origin.

- Yes, all required forms must be placed within Tab 7- Required Forms and Other Additional Documents, including the Bid Submittal Form which acknowledges the receipt of any addendums issued.

8. Certificate of Authority Forms & Certificate as to Corporate Principal:
- a) If the Company is an LLC, should the one specific to Corporation be completed? If yes, may the President sign it?
- Yes and yes, the President may sign.
- b) Do we submit the forms that are not related to an LLC as “Not Applicable”?
- Correct.

9. Exhibit “A” Sections III and IV - **Question:** Is the “Cyber Liability” and “Crime Policy” applicable to this RFP? If yes, would the City consider removing these requirements?

RFP Section Text: Referencing requirements cited in sections III and IV

- Neither are applicable to this project.

10. Exhibit “B” - Is Exhibit B, Price Proposal Form, to be included with Tab 6 or in order with all required forms?



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- The Price Proposal Form is to be included with Tab 6 – Proposed Fees to the City.
11. Exhibit “D” - The Sample Contract is specific to “Concession Services”. Would the City consider replacing this Sample Contract with one that is more related to professional services?
- Yes, please see attached.
12. Please confirm if there is a performance or Bid bond?
- A performance bond will be required based on each work order that is issued upon contract execution.
13. Will the City of Doral come out with a bid for Disaster Recovery w/ FEMA Public Assistant? If so, will the company awarded for the monitor be the same company?
- The City issued and RFP (2020-16) in June of 2020 which was awarded October 2020 to Witt O’Briens.
14. Page 30, section 3.10 The majority of the additional ancillary services are normally not performed by a debris monitoring firm. Public Assistance firms are normally responsible for these services and they are reimbursable under FEMA 9525.9 for Public Assistance Program Administration and Appeals.
These fees for performing ancillary services significantly increases the overall fees charged by Debris Monitoring firms and if these fees exceed a certain percentage or ratio of debris collected it would place the Agency and monitoring firm under unnecessary scrutiny for the fees charged to cover the additional services.
- PA services are provided to the City by another firm. Current advertisement is for debris monitoring services; however we are requesting these services as a backup in the event that the awarded firm is unable to perform.
15. Did the City select a secondary PA Firm?
- No.
16. Who are the removal contractors?
- Custom Tree Care, Ceres Environmental, and DRC Emergency Services.
17. Is there a minimum number of a Reference Survey Forms (p.44) that the City would like returned? For example, if the proposer wishes to provide more than the minimum three references and reference letters (Tab 5 p. 37), does the City expect to receive a Reference Survey Form from each entity named in Tab 5?
- Three (3) is the minimum however firms are encouraged to provide more if available. References can be from the firms listed on the Bidder Qualification Statement but are not required.
18. Section 2 – 2.18 and Section 4 – 4.1 Tab 5 – In addition to the minimum of 3 Reference survey’s to be submitted are reference letters also required?



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RFP Section Text Section 2.18: Proposers are responsible for forwarding the Solicitation Reference Surveys to selected references. Forms must be completed and returned to procurement@cityofdoral.com.

RFP Section Text Section 4.1: Proposer shall provide a **minimum of three (3) local government reference letters**. Supporting references must include governmental agency, contact person telephone number, and email address. Reference letters must be dated 2010 or later.

- [The reference letters can be sent in with the reference surveys however the survey will suffice.](#)

19. Section 4 4.1 – Tab 7 Bullet 6

- a.) What specific form is “acknowledgment of partnership, individual or corporation “
- b.) Please verify ALL remaining forms identified on page 42, Section 5 are to placed behind Tab 7 – Acknowledgement of partnership, individual or corporation and documentation of firm name registered.

RFP Section Text: Submission and completion of City provided forms for acknowledgment of partnership, individual or corporation. Also, provide evidence that Proposer’s firm name is registered with their State of origin.

- [This is referring to the forms on pages 64-66. Please complete the one that is most suitable for your firm.](#)
- [All forms – Section 5 and Section 6 are to be placed under Tab 7.](#)

20. Form – Certificates to Corporate Principal – This form relates to the authorized signatory for a Payment Bond.

I cannot locate the Performance and Payment Bond requirements in the referenced document. Are Performance and Payment Bonds required?

Form Text: 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.

- [Please see response to question 12.](#)



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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
(replace with vendor name)
FOR
DISASTER DEBRIS MONITORING SERVICES**

THIS AGREEMENT is made between _____, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, on April 21, 2021, Request for Proposals (“RFP”) # 2021-14, “Disaster Debris Monitoring Services” was advertised for the provision of procuring a firm to perform disaster debris monitoring services within City limits on an as needed basis; and

WHEREAS, proposal submittals were received on May 25, 2021 with firms meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on _____, 2021 where all submitted proposals were scored and ranked. During this evaluation meeting it was determined that _____ was the top ranked firm; and

WHEREAS, during the June 9, 2021 Council Meeting, the City Council of the City of Doral adopted Resolution Num. 21- approving the award of RFP# 2021-14 and authorizing the City Manager to enter into an agreement with _____.

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, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to complete disaster debris monitoring services within City limits on an as needed basis as contemplated herein.
 - 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in RFP #2021-14, and further described in Provider’s Proposal attached as



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Exhibit "B" which are attached to this Agreement and incorporated herein and made part hereof by this reference.

- 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. Term/Commencement Date.

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for **three (3) years** from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for **two (2) additional one (1) year periods**. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement. Continuation of the Agreement beyond the initial term, to include the optional years, is the City's sole and absolute discretion.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Service Schedule (Work Order / Notice to Proceed), unless extended by the City Manager.

3. Compensation and Payment.

- 3.1 Cut-off date is the close of the Work day of the final Friday of each month. The Contractor shall submit by the first Friday of each month Contractor's completed Application for Payment for the previous period. Should the submittal date fall on a holiday, the Contractor shall submit his application on the next workday.
- 3.2 As compensation for the Work, the City agrees to pay the in accordance with the Provider's Proposal attached as **Exhibit "B"** (the "Fee"). All backup information such as timesheets, description of work, receipts, etc., must be submitted with the Application for Payment.
- 3.3 The Contractor is advised that processing of draws must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

4. Sub-Providers.

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.



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4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

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

6.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

7. **Conflict of Interest.**

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

8. **Termination.**

8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider 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.



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- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider 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.

9. **Insurance.**

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

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider 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.

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

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider 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



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of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider 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 Provider'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.

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

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

13. Notices/Authorized Representatives.

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

For the City: 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 the Provider: _____



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14. **Governing Law.**

15.1 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. **Entire Agreement/Modification/Amendment.**

16.1 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.

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

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

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

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider 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.

16.4 In addition to other contract requirements provided by law, Provider 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



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- (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.
- 16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
 - (a) Service quality, attentiveness, courteousness, etc.
- 17. **No assignability.**
 - 17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.
- 18. **Severability.**
 - 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. **Independent Contractor.**
 - 19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. **Representations and Warranties of Provider.**
 - 20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
 - (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;



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- (b) Provider 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 Provider 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 Provider in accordance with its terms; and
- (d) Provider 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.

21. **Compliance with Laws.**

- 21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 21.2 The Provider 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 to the City and the Provider.

22. **Non-collusion.**

- 22.1 Provider 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.

23. **Truth in Negotiating Certificate.**

- 23.1 Provider 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. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

- 24.1 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



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Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

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

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider 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

28. **Counterparts**

28.1 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.

29. **Interpretation.**

29.1 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



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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.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider 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.

30. **Discretion of City Manager.**

30.1 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.

31. **Third Party Beneficiary**

31.1 Provider 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.

32. **No Estoppel**

32.1 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 Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider'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.]



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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: _____

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

Luis Figueredo, Esq.
City Attorney

Vendor

By: _____

Its: _____

Date: _____