



# City of Doral

## RFQ No. 2022-19

### 2022 Transportation Master Plan Update

#### Addendum No. 2

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:

**Please note: This Addendum extends the bid due date to:  
June 27<sup>th</sup>, 2022, at 10:00 A.M.**

1. The Phase I evaluation criteria list 5 maximum extra points. Will these points be added to the Total Points Possible by reviewer or by firm?
  - Extra points are awarded as total points possible by firm, which are determined by Procurement.
2. How many RFQ Reference Surveys are needed?
  - As per section 2.2.1 - minimum of three (3).
3. Can the completed RFQ Reference Surveys be sent to the City by the proposing firm?
  - We require that the firm completing the reference survey form send it directly to Procurement via email: [Procurement@cityofdoral.com](mailto:Procurement@cityofdoral.com).
4. We understand that the "RFQ Reference Survey form" is for project experience for the firm. Section 2.2.2 requests "references for the Key personnel in the response." How does the City prefer that we provide references for the Key personnel?
  - See Section 3.4 Submittal Format, 3.4.3 – Tab 3: Qualifications and Experience of Firm. Firms may include references for key personnel/ team within this section of your submittal.
5. Can we list the City of Doral as a project reference?
  - No.
6. We understand that the City is only accepting e-submittals. Having reviewed the Solicitation Response Form, this appears to be for paper copy submittals. May we omit the Solicitation Response Form?
  - Please omit; though the form was mentioned (typo), it was not included in the list of required forms.
7. In which section of the Submittal Format should we place resumes?
  - See Section 3.4 Submittal Format, 3.4.3 – Tab 3: Qualifications and Experience of Firm. Resumes may include in this section of your submittal.
8. SUBMITTAL FORMAT 3.2.3. Tab 3: Qualifications and Experience of the Firm; Firms/Teams Past Performance – Provide a detailed description of similar contracts which the firm has ongoing or completed within the past five (5) years. How many similar contracts do we need to provide?
  - Minimum of three (3).



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9. Can the City provide a sample Agreement they will use for this contract upon award?
  - See attached.
10. The indemnification language on page 10 in the RFQ, section 1.24A does not match other awarded contracts by the City and also does not comply with FL Statues 725.08.

Are the terms and conditions of the form of agreement subject to negotiation based on respondent exceptions? Can the form of agreement can be revised based on the exceptions noted?

- 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 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 contracts 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 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.

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

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.

11. On the RFQ Reference Survey, the Subject line states "Reference for work completed regarding: 2022 Transportation Master Plan Update". Can we change the "2022 Transportation Master Plan Update" to the project name completed for the provided reference?
  - No. You may provide the project name under additional details.



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**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**THE CITY OF DORAL**  
**AND**  
**XXXX XXXX**  
**FOR**  
**2022 Transportation Master Plan Update**

**THIS AGREEMENT** is made between **XXXX**, a Florida corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for 2022 Transportation Master Plan Update (the “Project”); and

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

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

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services.
- 1.2 The “Scope of Services” includes a Project Schedule for the Project which includes a breakdown of tasks, timeline, and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through **XXXX**, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in the following manner:



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\_\_\_ A lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

\_\_\_ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \_\_\_\_\_, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
  - 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
4. **Subconsultants.**
- 4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.
  - 3.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.
5. **City's Responsibilities.**



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

#### 6. **Consultant's Responsibilities.**

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

#### 7. **Conflict of Interest.**

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

#### 8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.



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8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. 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 amend, change, or request additional coverage, or require higher limits of insurance as needed, and depending on the nature of scope, or level of exposure.

**10. Nondiscrimination.**

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

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

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

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

**12. Indemnification.**



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- 12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

### 13. **Notices/Authorized Representatives.**

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

For the City:                   Hernan Organvidez  
                                          Acting City Manager  
                                          City of Doral, Florida  
                                          8401 NW 53rd Terrace  
                                          Doral, Florida 33166

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



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For The Consultant: XXXX

14. **Governing Law.**

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

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

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

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

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

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

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

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

17. **Nonassignability.**

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



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18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any



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person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. Counterparts**

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

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

Attest:

**CITY OF DORAL**

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

By: \_\_\_\_\_  
 Hernan Organvidez, Acting City Manager  
 Date: \_\_\_\_\_

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

\_\_\_\_\_  
 Luis Figueredo  
 City Attorney

**CONSULTANT**

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_



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#### UPDATED SCHEDULE OF EVENTS

The City's tentative schedule for this Request for Proposals is as follows:	
Deadline for Submittals and Opening of Bids:	<p><del>June 13<sup>th</sup>, 2022, at 10:00 A.M.</del>  <b>June 27<sup>th</sup>, 2022, at 10:00 A.M.</b></p> <p>From your computer, tablet, or smartphone  <a href="https://global.gotomeeting.com/join/741801389">https://global.gotomeeting.com/join/741801389</a>            United States: +1 (646) 749-3122            Access Code: 741-801-389</p>
Anticipated Evaluation Committee Meeting Phase I:	<p><del>June 21<sup>st</sup>, 2022, at 2:00 P.M.</del>  <b>July 12<sup>th</sup>, 2022, at 2:00 P.M.</b></p> <p>From your computer, tablet, or smartphone  <a href="https://global.gotomeeting.com/join/614599637">https://global.gotomeeting.com/join/614599637</a>            United States: +1 (571) 317-3122            Access Code: 614-599-637</p>
Anticipated Evaluation Committee Meeting Phase II:	<p><del>June 30<sup>th</sup>, 2022, at 2:00 P.M.</del>  <b>July 19<sup>th</sup>, 2022, at 2:00 P.M.</b></p> <p>From your computer, tablet, or smartphone  <a href="https://global.gotomeeting.com/join/805906813">https://global.gotomeeting.com/join/805906813</a>            United States: +1 (224) 501-3412            Access Code: 805-906-813</p>
Anticipated Award (by the City Council):	<p><del>August 10<sup>th</sup>, 2022, at 10:00 A.M.</del>  <b>August 10<sup>th</sup>, 2022, at 10:00 A.M.</b></p>