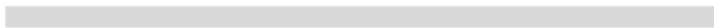



**Request for Qualifications (RFQ) For the Purpose of Establishing a List of Pre-Qualified Consultants for Various Planning, Engineering, Architecture and Design Services (“Services”)**  
**Planning, Design + Transportation Bid - 18-19-01**  
**Bid Due Date - Friday, March 1, 2019 - 5:00 PM (EST)**

200 S. Biscayne Boulevard, Suite 2929  
Miami, Florida 33131

Tel: 305.579.6675  
[www.miamidda.com](http://www.miamidda.com)

**Please be advised that the receipt of Questions in writing was due February 15, 2019**

<p><b>Q1</b></p>	<p>Per 3.5 Fee Structure – (excerpt below) on page 9 of 31 of the Miami Downtown Development Authority asks for hourly rates. (updated page numbers per <i>RFQ No. 18-19-01 Planning FINAL Updated 02.20.2019: page 9 of 32</i>)</p> <p>We disagree with this request in accordance with the Consultants Competitive Negotiation Act (CCNA) and Section 287.055 The 2018 Florida Statutes.</p> <p>We will look for an addendum for this issue.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>3.5 Fee Structure</b></p> <p>Since this is an RFQ for establishing a list of consultants for future services in order to allow for the estimation of costs dependent on type of service, please provide hourly rates for each person within your firm categorized for each type of service for which you shall be providing a proposal. Please list hourly rate position (i.e., President, Vice-President, Principal, Administrator, etc.).</p> </div> <div style="text-align: center; margin-top: 20px;">  </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;">  <p><small>RFQ No. 18-19-01 Planning</small></p> <p><small>Page 9 of 31</small></p> </div>
<p><b>A1</b></p>	<p>Please see Addendum No. 1 ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ). This section of the RFQ has been removed.</p>
<p><b>Q2</b></p>	<p>Can you please advise which consultants are on the current contract awarded in 2015 (RFQ No. 14-15-02)?</p>

A2	Please see Resolution No. 09/2015 enclosed (Attachment 1).
Q3	Can you provide a list of anticipated projects?
A3	Please refer to Q28/A28 of the Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).
Q4	<p>We forwarded the RFQ to our Business Services team, who took a look at the contract information for us. They reviewed the indemnification and insurance terms as stated on Pages 24 through 27 of the RFP and have the following modification requests: <i>(updated page numbers per RFQ No. 18-19-01 Planning FINAL Updated 02.20.2019: pages 25 - 28)</i></p> <p>Section 8.3 Indemnification and Insurance.</p> <p>The indemnification language, as written, is too broad and is not consistent with Fla. Stat. § 725.08. Would Miami DDA be amenable to revising this language as follows upon contract award:</p> <p>Successful Proposer(s) shall indemnify, <del>defend</del> and hold harmless the Miami DDA and its officials, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the <b>negligent</b> performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, <del>in whole or in part,</del> by any <b>negligent</b> act, omission, default or negligence (whether active or passive) of Successful Proposer(s) or its employees, agents, or subcontractors (collectively referred to as “Proposer”), <del>regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them</del> or (ii) the failure of the Successful Proposer(s) to comply with any of the provisions in the Contract or the failure of the Successful Proposer(s) to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer(s) expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer(s)’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws.</p> <p>Successful Proposer(s) further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer(s)’s performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer(s) or utilized in the performance of the Contract or otherwise.</p> <p><del>Where not specifically prohibited by law, Successful Proposer(s) further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The</del></p>

	<p><del>foregoing indemnity shall also include liability imposed by any doctrine of strict liability.</del></p> <p>The Successful Proposer(s) shall furnish to Miami DDA, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:</p> <p>I. COMMERCIAL GENERAL LIABILITY</p> <p>B. Endorsement Required.</p> <p>Miami DDA included as an Additional Insured</p> <p>Employees included as insured</p> <p>Contractual Liability</p> <p>Waiver of Subrogation</p> <p>Premises/Operations</p> <p><del>Care, Custody and Control Exclusion Removed.</del> This is not applicable to the services provided under the RFP, Proposer will not have any property in Miami DDA’s care, custody or control. Would Miami DDA be amenable to deleting this language upon contract award?</p> <p>Please let us know if it is possible to make these modifications.</p>
A4	<i>The “Indemnity” Clause is long standing policy and we normally do not modify it.</i>
Q5	We were curious if a sample agreement would be provided?
A5	<i>Please see a sample Professional Service Agreement (PSA) enclosed (Attachment 2).</i>
Q6	Section 3.0 Qualifications Submittal/Requirements - 3.1 Proposal Format (page 8 of 31) indicates, “Please include the following information with your response in the order of the sections listed below. <b>Please adhere to page limitations described in each section.</b> ” Could you please provide the page limitations in each section?
A6	<i>Please see Addendum No. 1 ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> )</i>
Q7	Who are the current consultants for the Miami DDA? Are they in an As Needed library?
A7	<i>Please see Resolution No. 09/2015 enclosed (Attachment 1).</i>
Q8	Who are the members of the Selection Committee?
A8	<i>Pending.</i>

Q9	As the References are requested in both Sections 3.3 and 3.4.b., will providing the project specific references requested in section 3.4.b. meet the DDA’s reference requirements?
A9	<i>Yes, we have amended the RFQ section 3.3 to remove the reference request. Please refer to the updated version of the RFQ packet ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ) – updated 02.20.2019.</i>
Q10	<p>We don’t see anywhere in the RFQ documents or forms where the Miami DDA is requesting or requiring MEP (Mechanical/Electrical/Plumbing Engineering Services? And or Fire Protection Engineering? It’s not listed in the scope of work or the section 8.6 SERVICE AREA SELECTION MATRIX.</p> <p>We believe these services would be needed and are trying to find out if they were purposely omitted or just an oversight.</p> <div style="background-color: #e0e0e0; padding: 5px; margin: 10px 0;"> <p><b>Section 2.0 DESCRIPTION OF SERVICES / SCOPE OF WORK</b></p> </div> <p><b>2.1 Scope of Work</b></p> <p>The Miami DDA is seeking qualified firms to provide some or all of the Services, on an AS NEEDED basis, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Archaeological services</li> <li>b) Architectural services, urban design, and historic preservation</li> <li>c) Aviation planning (e.g., FAA Building height awareness)</li> <li>d) Civil engineering including, but not limited to drainage, stormwater management, utility management and roadway design</li> <li>e) Computer renderings and three-dimensional modeling</li> <li>f) Construction management related to roadways, buildings, transit and transportation.</li> <li>g) Cost estimating related to roadways, buildings, transit and transportation</li> <li>h) Facilitation, public engagement and outreach</li> <li>i) Funding/Financing analysis</li> <li>j) GIS mapping support services</li> <li>k) Grant writing</li> <li>l) Landscape architecture and environmental services including but not limited to low impact design and other sustainable design techniques and lighting design</li> <li>m) Land surveying</li> <li>n) Miscellaneous surveys and/or assessments</li> <li>o) Transit and transportation planning including but not limited to traffic analysis, congestion management, traffic counts, pedestrian counts, mobility studies and field investigations</li> <li>p) Urban planning and master planning services</li> <li>q) Resiliency planning</li> <li>r) Environmental impact studies</li> </ul> <p>Firms may choose to submit responses for any or all services listed above. Selected services must be formally indicated on Form 8.6 – Service Area Selection Matrix.</p>
A10	<i>Please refer to Q14/A14, Q15/A15, and Q18/A18 on Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).</i>
Q11	“Miscellaneous surveys and/or assessments” (Page 7) – What services are included under this heading? Will it include Asbestos survey, lead-based paint inspections, mold assessment, etc.?

<b>A11</b>	<i>Please refer to Q15/A15 of the Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).</i>
<b>Q12</b>	Under the Proposer’s Experience section b, may we provide more than 3 comparable projects for each service?
<b>A12</b>	<i>Please refer to Q4/A4 of the Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> )</i>
<b>Q13</b>	Will you be able to provide us with the list of call-in participants or sign-in sheet to this meeting? And the RFQ mentions a recording of the call. Could that be made available to us as well?
<b>A13</b>	<i>Yes, please see the Non-Mandatory Pre-Bid Teleconference Summary and List of Registered Firms ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ). A recording can be found on the Miami DDA website, as well.</i>
<b>Q14</b>	Once qualified, are consultants able to decline projects as needed?
<b>A14</b>	<i>Yes.</i>
<b>Q15</b>	What is the procurement process for new projects with this pre-qualification list? Will the DDA gather proposals from multiple firms, or are projects assigned?
<b>A15</b>	<i>Please see “7.0 Task order Proposal Process” included in the RFQ No. 18-19-01 Planning FINAL Updated 02.20.2019 packet (pages 17 – 18).</i>
<b>Q16</b>	What kinds of projects will be available through this pre-qualified list?
<b>A16</b>	<i>Please refer to Q28/A28 of the Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).</i>
<b>Q17</b>	In the <i>Scope of Work</i> , it mentions that the DDA is seeking firms to provide <u>some or all</u> of the services listed on page 7. Just to clarify, should we submit as a team with various subconsultants or are we submitting as single service (e.g. Architecture) provider? While the RFQ does mention that subconsultants are <u>not necessary</u> , would you prefer a bid with a consultant team?
<b>A17</b>	<i>As stated in 2.1, we will only accept qualification packages from individual firms. No teams are permitted.</i>
<b>Q18</b>	In Section 3.2, you mention that the Letter of Interest <b>AND</b> Executive Summary should be no more than 2 pages. Does this mean 1 page each or 2 page maximum for each?
<b>A18</b>	<i>No more than 2 pages for both, the Letter of Interest and Executive Summary.</i>

<b>Q19</b>	In Section 3.3, is the <i>Award's List</i> a listing of awards that we, as a firm, have received?
<b>A19</b>	Yes.
<b>Q20</b>	In Section 3.4, you ask for 3 Comparable Projects. May we submit more or is 3 the maximum?
<b>A20</b>	Please refer to Q4/A4 of the <i>Non-Mandatory Pre-Bid Teleconference Summary</i> ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).
<b>Q21</b>	If we provide multiple services from the list on page 7, do we need to submit a separate packet for each of the services or do we submit one response & mark all service areas we provide in Form 8.6, SERVICE AREA SELECTION MATRIX?
<b>A21</b>	No, you do not need to submit a separate packet for each of the services. However, please refer to Q11/A11, Q16/A16, Q20/A20, Q23/A23, and Q26/A26 of the <i>Non-Mandatory Pre-Bid Teleconference Summary</i> ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).
<b>Q22</b>	In order to determine whether we offer these services or not, please clarify what you mean by: <ul style="list-style-type: none"> <li>▪ Miscellaneous Surveys and/or Assessments</li> <li>▪ Urban Planning &amp; Master Planning Services</li> </ul>
<b>A22</b>	<p><i>Miscellaneous surveys and/or assessment -</i></p> <ul style="list-style-type: none"> <li>• <i>Surveys/assessments relevant to support urban planning, design, and transportation efforts including but not limited to the following</i> <ul style="list-style-type: none"> <li>○ <i>Community outreach and/or engagement</i></li> <li>○ <i>Demographic surveys</i></li> <li>○ <i>Historic Property Survey</i></li> <li>○ <i>Existing conditions assessments</i></li> <li>○ <i>SWOT assessments</i></li> <li>○ <i>Infrastructure assessments</i> <ul style="list-style-type: none"> <li>▪ <i>Capacities</i></li> <li>▪ <i>Levels of Service</i></li> <li>▪ <i>Utility Surveys</i></li> </ul> </li> <li>○ <i>Risk assessments</i></li> <li>○ <i>Satisfaction/improvement-type surveys</i></li> <li>○ <i>Parking Surveys</i></li> </ul> </li> </ul> <p><i>Urban Planning/Master Planning –</i></p> <p><i>Urban Planning entails planning for the needs of the thriving, dense, rapidly growing area that is Downtown Miami. Master Planning would involve building upon the Miami DDA's 2025 Master Plan.</i></p>
<b>Q23</b>	Section 3.3 Proposer Profile states that we must provide “Complete client list for past five (5) years and applicable references.” Please elaborate on what “applicable references” entails.
<b>A23</b>	Yes, we have amended the RFQ section 3.3 to remove the reference request. Please refer to the updated version of the RFQ packet ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ) – updated

	02.20.2019.
<b>Q24</b>	Under Section 2.1 Scope of Work of the RFQ, please clarify what item e) “computer rendering and three-dimensional modeling” means?
<b>A24</b>	<p><i>Computer renderings and/or 3-dimensional modeling</i></p> <ul style="list-style-type: none"> <li>• <i>Architectural/urban design/landscape digital prototypes providing real-life/physical-world perspective-based prototypes to aid in visualizing concepts and ideas</i> <ul style="list-style-type: none"> <li>○ <i>Digital versions of architectural/urban design/landscape-based perspective sketches</i></li> </ul> </li> <li>• <i>Data visualizations utilizing graphic design renderings and/or 3-dimensional modeling to convey concepts, ideas, and information in an easy to comprehend and aesthetically appealing manner</i></li> </ul>
<b>Q25</b>	Under Section 2.1 Scope of Work of the RFQ, please clarify what item l) consists of in reference to the “environmental services” that are mentioned. Is it strictly for LID and other sustainable design services or does it also include environmental investigations of various types?
<b>A25</b>	<i>Please refer to Q34/A34 of the Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).</i>
<b>Q26</b>	Under Section 2.1 Scope of Work of the RFQ, please clarify what item n) “miscellaneous surveys and/or assessments” means?
<b>A26</b>	<i>Please refer to Q14/A14 of the Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).</i>
<b>Q27</b>	Under Section 2.1 Scope of Work of the RFQ, please clarify what item r) Environmental Impact Studies refers to. Is this referring to NEPA work or is it a generic reference to environmental investigations of various types?
<b>A27</b>	<i>Please refer to Q35/A35 of the Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).</i>
<b>Q28</b>	Who currently holds these contracts with the MDDA?
<b>A28</b>	<i>Contracts are awarded on a project to project basis. To see all firms that are part of the Miami DDA pool, please refer to Resolution No. 09/2015 enclosed (Attachment 1).</i>
<b>Q29</b>	How many firms is the MDDA selecting per Service line?
<b>A29</b>	<i>Please refer to Q27/A27 of the of the Non-Mandatory Pre-Bid Teleconference Summary ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ).</i>
<b>Q30</b>	Does one page mean front only or front and back?
<b>A30</b>	<i>One page, one-sided, please.</i>
<b>Q31</b>	Can we submit our response in a three-ring binder?

A31	Yes.
Q32	On page 8, under item 3.3 Proposer Profile under items to be provided it states, “Resumes of staff who will be working on this project. Indicate which services each staff person will be providing according to the Scope of Work outlined in Section 2.1. Please include years of experiences, education and credentials. No more than 1 page per staff person.” Do we provide no more than 1 page per staff person overall? Or do we provide 1 page per staff person per services listed under 2.1 scope of work?
A32	<i>One page per staff person, per service.</i>
Q33	In regard to the (7) bound copies, is there a certain requirement for black and white or colored copies?
A33	No.
Q34	Can the bound copies be in bound 3-ring binders?
A34	Yes.
Q35	Is there a possibility the deadline can be extended just a few more days? There are several RFQ's out that are conflicting with the same due date.
A35	<i>No. We believe 5 weeks is a sufficient time for advertising an RFQ and we have an internal schedule we are attempting to follow.</i>
Q36	<p>The indemnification language in Section 8.3 conflicts with Florida Statutes 725.08. Would the Miami DDA consider the following revisions:</p> <p>Successful Proposer(s) shall indemnify, defend and hold harmless the Miami DDA and its officials, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property <b>to the extent</b> arising out of, resulting from, or in connection with (i) <b>negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer(s) in the performance of the contract</b> <del>the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer(s) or its employees, agents, or subcontractors (collectively referred to as “Proposer”), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them</del> or (ii) the failure of the Successful Proposer(s) to comply with any of the provisions in the Contract or the failure of the Successful Proposer(s) to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer(s) expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer(s)’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws.</p>



	<p>Successful Proposer(s) further agrees to indemnify, <del>defend</del> and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, <del>directly or indirectly</del>, to Successful Proposer(s)'s <b>negligent</b> performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer(s) or utilized in the performance of the Contract or otherwise.</p> <p><del>Where not specifically prohibited by law, Successful Proposer(s) further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.</del></p>
A36	<i>The "Indemnity" Clause is long standing policy and we normally do not modify it.</i>
Q37	Can the authorized individual be other than president in regard to Form 8.2.1 Certificate of Authority-Corporation? Can we modify the form in any way?
A37	<i>No modifications to forms should be made.</i>
Q38	There are currently several RFQ out there with the same due date. Would you please reconsider extending your deadline for the proposers to be able to better respond to this solicitation?
A38	<i>No. We believe 5 weeks is a sufficient time for advertising an RFQ and we have an internal schedule we are attempting to follow.</i>
Q39	3.4 b) Comparable Projects: can you reconsider that the comparable projects to be either completed or ongoing within the last 10 years instead of 7 years?
A39	<i>No.</i>
Q40	Can you please clarify what do you mean by complete? Is it built or designed completed?
A40	<i>Please explain your firm's role in a job. If that phase of the project is complete, we will consider it complete.</i>
Q41	The SOQ also asks proposers to submit an "awards list." Please clarify what information should be listed.
A41	<i>Please list any awards that your firm has received relevant to the services for which you are submitting qualifications.</i>
Q42	The SOQ asks proposers to provide hourly rates as part of the submittal. Please clarify whether proposers should submit time and materials rates and whether those rates can be provided by category or need to be provided by person.

<b>A42</b>	<i>Please see Addendum No. 1 ( <a href="http://www.miamidda.com/rfq-no-18-19-01-planning/">http://www.miamidda.com/rfq-no-18-19-01-planning/</a> ). This section of the RFQ has been removed.</i>
<b>Q43</b>	In the requirements for Commercial General Liability and Auto insurances, proposers are required to submit an endorsement that “employees are included as insured.” Please confirm that the referenced employees are employees of the proposer.
<b>A43</b>	<i>Yes.</i>
<b>Q44</b>	We are able to add DDA as an additional insured on CGL and Auto insurance. We are not able to add DDA as an additional insured on workers compensation, employer liability or professional liability insurance. Please confirm that this is acceptable.
<b>A44</b>	<i>Acceptable.</i>
<b>Q45</b>	Please clarify if, with respect to CGL, firms are required to remove an exclusion for care, custody and control.
<b>A45</b>	<i>Yes.</i>
<b>Q46</b>	Please clarify if a binder is unacceptable for naming DDA as an additional insured.
<b>A46</b>	<i>Policy number is required.</i>

**RESOLUTION NO. 09/2015**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY (“DDA”) OF THE CITY OF MIAMI, FLORIDA ACCEPTING THE EXECUTIVE DIRECTOR’S RECOMMENDATION REGARDING RFQ NO. 14-15-02 - ESTABLISHING A LIST OF PRE-QUALIFIED CONSULTANTS FOR FUTURE PLANNING, ENGINEERING, ARCHITECTURE AND DESIGN SERVICES (“SERVICES”).**

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WHEREAS, the selection of a firm and/or firms to provide consulting services to the Miami Downtown Development Authority requires a Request for Qualifications (“RFQ”) in accordance with the City of Miami Procurement Code; and

WHEREAS, the current DDA prequalified pool of consultants for Planning, Design, Transportation and Capital Improvements services have expired, therefore a new competitive selection process was initiated via a Request for Qualifications (“RFQ”) (See attached Exhibit); and

WHEREAS, Urban Planning Design and Transportation section of the DDA published/advertised RFQ No. 14-15-02 and on February 11, 2015 in accordance with the Code of the City of Miami, Florida, to secure qualification packages to establish a list of pre-qualified consulting firms on an as-needed basis to provide a variety of planning, engineering, architecture and design services (“Services”) for future plans, studies, etc. throughout Downtown Miami and the Miami DDA district; and

WHEREAS, the DDA conducted a non-mandatory pre-bid telephone conference call to answers any questions regarding the RFQ; and

WHEREAS, the DDA received written questions regarding the RFQ and the DDA responded to all questions and posted all questions and responses on the DDA web page; and

WHEREAS, the DDA extended the deadline for receipt of questions to allow additional opportunity for questions; and

WHEREAS, on March 16, 2015 at 5:05 PM EST, the DDA conducted a Bid Opening and opened all bids; and

WHEREAS, a total of thirty-six (36) firms submitted qualifications and expressed a desire to perform Services for the DDA; and

WHEREAS, the Executive Director appointed a RFQ Evaluation Committee (“Committee”), and the Committee convened on April 28, 2015 to review and discuss the criteria for selection as outlined in the RFQ; and

WHEREAS, the Committee after discussion recommended that all thirty-six (36) firms that had submitted shall form the list of pre-qualified consulting firms to be available on an as-needed basis to provide a variety of planning, engineering, architecture and design services (“Services”) for future plans, studies, etc. throughout Downtown Miami and the Miami DDA district; and

WHEREAS the Executive Director recommends that all thirty-six (36) firms be included as pre-qualified consulting firms on an as-needed basis to provide a variety of planning, engineering, architecture and design services (“Services”) for future plans, studies, etc. throughout Downtown Miami and the Miami DDA district (See attached Exhibit); and

WHEREAS, the following documents were available for public review during business hours and posted/published on the DDA web site: RFQ No. 14-15-02; RFQ published notice; RFQ calendar; audio file of the non-mandatory pre-bid telephone conference call; bid opening notification; list of questions and DDA responses; final list of all bidders; RFQ Selection Committee appointments; RFQ Section Committee Meeting minutes; and, all other applicable information; and

WHEREAS, by this Resolution, the DDA Board of Directors accepts the Executive Director's recommendation and authorizes the Executive Director to execute an agreement with any of the firms for future Services pursuant to the financial parameters established in the RFQ.

NOW, THEREFORE, be it resolved by the Board of Directors of the Miami Downtown Development Authority of the City of Miami, Florida.

Section 1. The recitals are true and correct and are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The DDA Board of Directors accepts the Executive Director's recommendation that the following thirty-six (36) firms be included as pre-qualified consulting firms on an as-needed basis to provide a variety of planning, engineering, architecture and design services ("Services") for future plans, studies, etc. throughout Downtown Miami and the Miami DDA district:

- |                                     |                             |
|-------------------------------------|-----------------------------|
| ADA Engineering                     | Kimley-Horn & Associates    |
| Azavea                              | KPMG                        |
| Caltran Engineering Group           | Leopold Writing, LLC        |
| Calvin, Giordano & Associates       | Marlin Engineering          |
| Chisholm Architects, Inc.           | Michael Baker Jr., Inc.     |
| Corradino Group, Inc                | Miller-Legg                 |
| Curtis + Rogers Design Studio, Inc. | Millian Swain & Associates  |
| David Plummer & Associates          | Nelson Nygaard              |
| dlandstudio                         | Parsons Brinckerhoff        |
| Dover, Kohl & Partners              | Perkins & Will              |
| EDSA                                | Peter J. Smith & Co.        |
| E. L. Waters & Company, LLC         | Renaissance Planning Group  |
| Gannett Fleming, Inc.               | RTKL Associates, Inc.       |
| Gehl Studio                         | Savino Miller Design Studio |
| GLE Associates                      | Spine                       |
| Hellmuth, Obata + Kassabaum         | Stantec                     |
| Johnson Engineering                 | Tindale Oliver              |
| Keith and Associates                | Zyscovich Architects        |

PASSED AND ADOPTED this 15<sup>th</sup> day of May, 2015.

  
\_\_\_\_\_  
Marc D. Sarnoff, Chairman

  
\_\_\_\_\_  
Alyce M. Robertson, Executive Director

ATTEST:   
\_\_\_\_\_  
Madelyne S. Raybourn, Board Secretary

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 but effective as of \_\_\_\_\_, 2019 ("Effective Date") by and between the Downtown Development Authority of the City of Miami, an independent agency and instrumentality of the City of Miami ("Miami DDA") and **[Name of Company]** ("Provider").

RECITALS:

- A. WHEREAS, the Miami DDA's mission is to grow, strengthen and promote the economic health and vitality of Downtown Miami; and
- B. WHEREAS, \_\_\_\_\_; and
- C. WHEREAS, \_\_\_\_\_; and
- D. WHEREAS, the Miami DDA seeks Provider's assistance \_\_\_\_\_...

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and Miami DDA agree as follows:

TERMS:

- 1. RECITALS: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
- 2. TERM: The term of this Agreement shall commence on the Effective Date and shall continue for \_\_\_\_\_, or until completion of the Assessment and Report described in Attachment "A" and approval by the Executive Director.
- 3. SCOPE OF SERVICE: Provider agrees to provide the Services as specifically described in Attachment "A" which by this reference is incorporated into and made a part of this Agreement.

Provider represents and warrants to Miami DDA that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due Miami DDA or the City of Miami (“City”), including payment of permits fees, occupational licenses, etc., nor in the performance of any obligations to Miami DDA, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner and in the time period described in Attachment “A”.

The parties agree that Provider may perform certain services through other firms or entities, which have been engaged by the Provider as subcontractors to perform said Services. Provider agrees that all additional subcontractors shall first be approved by the Miami DDA. Notwithstanding Miami DDA’s approval rights hereunder, Provider acknowledges and covenants that it shall be responsible for all Services performed by its subcontractors to the same extent as Provider had provided said Services.

4. COMPENSATION:

A. The amount of compensation payable to Provider shall not exceed \_\_\_\_\_, as specifically provided in Attachment “A”. Provider shall invoice Miami DDA for Services performed on a monthly/quarterly basis. Additional funds may be available at the discretion of the Executive Director and/or Board approval.

B. Payment shall be made within (60) days after receipt of Provider’s request for payment and accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Miami DDA require one to be performed. Provider shall not submit more than one (1) request for payment per month.

5. OWNERSHIP OF DOCUMENTS: Upon termination of this Agreement for any reason whatsoever as described herein, Provider shall promptly return to Miami DDA all originals and all copies of any and all records, files, notes, contracts, memoranda, reports, work product and similar items and any manuals, drawings, sketches, plans, tape recordings, computer programs, disks, cassettes, and other physical representations of any information relating to Miami DDA or to the business of Miami DDA. Provider hereby acknowledges that any and all such items, physical representations and information that Provider has used, prepared or come into contact with, or shall use, prepare, or come into contact with while acting as a consultant of Miami DDA are, and shall remain at all times, the sole property of Miami DDA. The Miami DDA agrees that Provider will retain ownership of Provider's preexisting intellectual property used in conjunction with performance of the Services. This intellectual property may include computer programs, (including any source code, object code, enhancements and modifications), all files, (including computer generated forecasts and analysis), and all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media), and models. Provider grants to Miami DDA a non-exclusive, non-assignable, royalty-free license to exhibit, publish, transmit, copy, modify, prepare derivative works from, distribute, display and use any portion of the deliverable identified in the Scope of Work of which Miami DDA has not been identified in this section as the owner of such intellectual property.

6. AUDIT AND INSPECTION RIGHTS:

A. The Miami DDA may, at reasonable times, and for a period of up to three (3) years following the date of final payment by Miami DDA to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's

performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. The Miami DDA may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as Miami DDA deems reasonably necessary to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof, if applicable. Provider shall make available to Miami DDA all reasonable facilities and assistance to facilitate the performance of tests or inspections by Miami DDA representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18-100 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time.

7. AWARD OF AGREEMENT: Provider represents and warrants to Miami DDA that it has not employed or retained any person or company employed by Miami DDA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. PUBLIC RECORDS: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Miami DDA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by Miami DDA and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Miami DDA.



Pursuant to the provisions of Section 119.0701, Florida Statutes, Provider must comply with the Florida Public Records Laws, specifically the Provider must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the Miami DDA in a format compatible with the information technology systems of the public agency.

Provider agrees that any of the obligations in this section will survive the term, termination and cancellation hereof.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide Public Records relating to this contract, contact the Custodian of Public Records Ivonne de la Vega at (305) 579-6675 or [delavega@miamidda.com](mailto:delavega@miamidda.com).

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The Miami DDA and Provider agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

10. INDEMNIFICATION: The Provider agrees to indemnify, defend and hold harmless Miami DDA and its directors, officials, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as “Provider”), or (ii) the failure of the Provider to comply with any of the paragraphs herein or (iii) the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above, for which the Provider’s liability to such employee or former employee would otherwise be limited to payment under state Workers’ Compensation or similar laws.

11. DEFAULT: If Provider fails to comply with any term or condition of the Agreement,

or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder Miami DDA, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by Miami DDA to Provider while Provider was in default shall be immediately returned to Miami DDA. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to Miami DDA for all expenses incurred by Miami DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by Miami DDA in the re-procurement of the Services, including consequential and incidental damages.

12. MIAMI DDA'S TERMINATION RIGHTS: Miami DDA shall have the right to terminate this Agreement, in its sole discretion, at any time, for any or no reason, by giving written notice to Provider at least ten (10) calendar days prior to the effective date of such termination. In such event, the Miami DDA shall pay to Provider compensation for Services rendered and expenses incurred prior to the effective date of termination. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the Provider up to the time of termination certified in accordance with the provisions of this Agreement. In the event partial payment has been made for Services not performed, the Provider shall return such sums to the Miami DDA within ten (10) days after receipt of written notice that said sums are due. In no event shall Miami DDA be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

The Miami DDA shall have the right to terminate this Agreement, without notice or liability to Provider, upon the occurrence of an event of default hereunder. In such event, Miami DDA shall not be obligated to pay any amounts to Provider and Provider shall reimburse to Miami DDA all amounts received while Provider was in default under this Agreement.

13. INSURANCE: Provider shall, at all times during the term hereof, maintain Professional Liability Insurance in the amount of \$1,000,000.00. Provider shall ensure that all subcontractors retained by the Provider under this Agreement also maintain the required insurance coverage. All such insurance, including renewals, shall be subject to the approval of Miami DDA for adequacy of protection and evidence of such coverage shall be furnished to Miami DDA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the Services under this contract without thirty (30) calendar days prior written notice to Miami DDA. The Miami DDA and the City shall be named as Additional insureds on any and all certificates as required herein. Completed Certificates of Insurance shall be filed with Miami DDA prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with Miami DDA. If, in the judgment of Miami DDA, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, Miami DDA reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following Miami DDA's written notice, this Contract shall be considered terminated on the date the required

change in policy coverage would otherwise take effect.

14. NONDISCRIMINATION: Provider represents and warrants to Miami DDA that Provider does not engage and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

15. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of Miami DDA's, which may be withheld or conditioned, in Miami DDA's sole discretion.

16. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated here in or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

TO MIAMI DDA:

Alyce M. Robertson  
Executive Director  
Miami Downtown Development Authority  
200 S. Biscayne Blvd., Suite 2929  
Miami, FL 33131

With a copy to:  
Office of the City Attorney  
444 S.W. 2nd Avenue  
9th Floor, Miami, FL 33130  
Attn: Victoria Méndez, City Attorney

17. MISCELLANEOUS PROVISIONS: This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any claim, case, or controversy that may arise from the performance or non-performance of this Agreement shall be heard in a court of competent jurisdiction in and for Miami-Dade County. Each party shall be responsible for its own attorney's fees. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waive shall be effective unless made in writing. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in ether event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.
18. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.
19. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide Services to Miami DDA as an independent contractor, and not as an agent or employee of Miami DDA or the City. Accordingly, Provider shall not attain, nor be entitled to, any rights

or benefits under the Civil Service or Pension Ordinances of the City of Miami, nor any rights generally afforded classified or unclassified employees. Provider further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to Miami DDA under this Agreement.

20. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

21. ENTIRE AGREEMENT: This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

22. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

23. TIME FOR COMPLETION: Any specific task described in Attachment "A" shall commence upon execution of this document by both parties.

24. FORCE MAJEURE: Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, civil disturbance or similar occurrence, which has a material effect adverse impact on the performance of this Agreement, and which cannot be

avoided despite the exercise of due diligence. The term Force Majeure DOES NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has occurred as soon as practicable after the occurrence but not later than ten (10) working days after the occurrence, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any nonperformance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

Downtown Development Authority  
of the City of Miami, an independent agency  
and instrumentality of the City of Miami

ATTEST:

WITNESS:

SERVICE PROVIDER:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

WITNESS:

MIAMI DDA:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Alyce M. Robertson  
Executive Director

Print Name: \_\_\_\_\_

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

**ATTACHMENT A  
SCOPE OF WORK**

DRAFT