

WORK ORDER FOR PROFESSIONAL SERVICES

TO: Iler Planning Inc.
1688 Meridian Avenue
Suite 720
Miami Beach, Florida 33139

DATE: June 3, 2021

The City of Doral authorizes the firm of Iler Planning Inc to provide professional planning services for the preparation of the 2021 Capital Improvement Element update. Iler Planning Inc. is a prequalified provider of professional planning services approved by the Mayor and the City Council on March 22, 2017 via Resolution No. 17-48. The Professional Services Agreement between Iler Planning Inc. and the City of Doral was approved on May 24, 2017 for an initial term of three (3) years with an expiration date of March 30, 2020. Pursuant to Section 2.1 of the Professional Services Agreement, the City Manager on March 30, 2020 authorized an extension of the contract for an additional period of two (2) years through March 30, 2022. The work should be performed in accordance with the contract provisions contained in the Professional Services Agreement and the attached proposal entitled "2021 Doral Capital Improvements Element Update" submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from Iler Planning Inc. received on May 26, 2021. The scope includes the preparation of the Comprehensive Plan "Capital Improvement Element Annual Update". The schedule requires the work to be performed within four (4) months from Notice to Proceed (NTP). All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a time and materials basis with a not to exceed amount of \$14,850.00.

You are required by the Continuing Professional Services Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal and revoke the award.

Work Order incorporates the terms and conditions set forth in the Continuing Professional Services Agreement approved by the Mayor and City Council on May 24, 2017 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Professional Services Agreement, the provisions of this specific Work Order shall prevail and apply.

This Work Order is not binding until the City of Doral agrees and approves this Work Order.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: Iler Planning Inc.

BY: [Signature]
NAME: HENRY ILGU
TITLE: President

WITNESSES: SEAL:

1. [Signature]
2. [Signature]

OWNER: City of Doral

BY: [Signature]
NAME: Hernan Organvidez
TITLE: Interim City Manager

AUTHENTICATION:

BY: [Signature]
NAME: Connie Diaz
TITLE: City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL:

BY: [Signature]
NAME: Luis Figueredo, ESQ.
TITLE: City Attorney

2021 Doral Capital Improvements Element Update

Scope of Services

Prepared by: Henry Iler, AICP
Iler Planning Inc.
5-26-21

In coordination with staff, Consultant (Iler Planning) will prepare the annual update to the Capital Improvements Element (CIE) of the City's Comprehensive Plan for 2021. The timeframe of the updated Schedule of Capital Improvements (SCI) will be FY 2021-22 thru FY 2025-26. The adopted 2020 CIE will be used as a starting point for this project.

Task 1: Data Update. Consultant will prepare update packages for each of the following sections of the 2021 CIE:

- * Population
- * Transportation
- * Stormwater
- * Parks and Recreation
- * Schools
- * Five-Year SCI.

The information to be updated including text, maps, tables and charts. The packages will be sent to City staff and the MDC School Board. The Consultant will meet with staff, as necessary, to discuss the updating procedure and any issues.

Task 2: Draft of Updated CIE. Upon the updated information from Task 1 is received, Consultant will prepare the initial draft of the CIE document and submit to City staff for review and comment. Consultant will meet with staff, as necessary, to discuss the draft document, comments and any remaining updating needs.

Task 3: Final 2020 CIE Document. Consultant will revise the initial draft and prepare the final 2021 CIE document for public hearing.

Task 4: City Council Approval. Consultant will attend a Local Planning Agency hearing and City Council hearing (same day) where the 2021 CIE is considered.

Fee: \$14,850. This fixed fee will be invoiced by the Consultant periodically based on work progress. The fee breakdown by task is provided below.

Task 1: \$2,000

Task 2: \$8,500

Task 3: \$2,350

Task 4: \$2,000

Total: \$14,850

Deliverables and Responsibilities: City is responsible for preparation of all legal documents, public notices and staff reports. One (1) hard copy and one (1) digital copy of the Consultant deliverables in Tasks 2 and 3 will be provided.

Schedule:

Task 1: 15 days from Notice-to-Proceed (NTP)

Task 2: 60 days from NTP.

Task 3: 90 days from NTP.

Task 4: 120 days from NTP.



Mr. Albert M. Childress

March 27, 2020

City Manager

Henry Iller
Iller Planning
200 S. Biscayne Boulevard #2790
Miami, FL 33131

Ref: Extension of Contract RFP 2016-46 General Planning On Call Consulting Services for the City of Doral

The City of Doral invites your company to extend our contract for the above services for an additional two years as allowed by contract. This will extend the contract through March 30, 2022 per Resolution No. 17-48 and 17-97. The terms of the original contract, amendments, and revisions shall remain in full force and effect. Pricing shall also remain fixed for the duration of this term. The new expiration date is March 30th, 2022.

Kindly sign this notice with your acceptance and return at your earliest convenience.

The City wishes to thank you and your team for the services you have provided and we look forward to continue working with your firm.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Mr. Albert M. Childress
City Manager

Accepted: Iller Planning

Henry Iller, Principal

Date: 3-30-2020

RESOLUTION No. 20-101

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO AMEND THE PLANNING AND ZONING GENERAL SERVICE AGREEMENTS TO RAISE THE MAXIMUM YEARLY EXPENDITURE AMOUNT TO NOT EXCEED ANNUAL BUDGETED FUNDS VIA RESOLUTION No. 17-48 (GENERAL SERVICES), RESOLUTION No. 17-97 (ILER PLANNING) AND RESOLUTION No. 17-98 (TINDALE OLIVER AND ASSOCIATES); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENTS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 19, 2016, the City of Doral (the "City") issued a Request for Proposal #2016-46, "General Planning and Zoning Services" (the "RFP") for the purposes of consulting services to supplement the Planning and Zoning Department, which was advertised on the City's Website and DemandStar; and

WHEREAS, On February 22, 2017, the City of Doral held a public meeting to evaluate submittals for RFP #2016-46 titled, "General Planning and Zoning Consulting Services"; and

WHEREAS, On March 22, 2017, the City of Doral awarded a Request for Proposals #2016-46, "General Planning and Zoning Services," to Iler Planning and Tindale Oliver and Associates, to provide consulting services for a period of three years and an option to extend for an additional two years under Resolution No.17-48; and

WHEREAS, On May 24, 2017, the City of Doral approved an agreement with Iler Planning for Professional Planning Services under Resolution No. 17-97; and

WHEREAS, On May 24, 2017, the City of Doral approved an agreement with Tindale Oliver and Associates for Professional Planning Services under Resolution No. 17-98; and

WHEREAS, On March 30, 2020, the City decided to extend Resolution No. 17-48, per contract terms, providing for an additional two years of services; and

WHEREAS, the purpose of this resolution is to raise the maximum yearly expenditure amount to not exceed yearly budgeted funds available for "General Planning and Zoning Services"; and

WHEREAS, staff respectfully requests that the Mayor and the City Council approval of this revision to the previous resolutions and contractual agreements; and

WHEREAS, funds for these services must be available in appropriate accounts of the Planning and Zoning Department's budget at the time of contract and adhere to all other procurement practices; and

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

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

Section 2. Approval. The modified agreements with Iler Planning and Tindale Oliver and Associates are hereby approved.

Section 3. Authorization. The City Manager is authorized to enter into this modified agreement, for the remaining term of the contracts and extension periods to hire the consultants for "General Planning and Zoning Services" to be able to expend budgeted funds and raise the maximum yearly amount not to exceed the total yearly budgeted funds.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:


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

PASSED AND ADOPTED this 10 day of June, 2020.



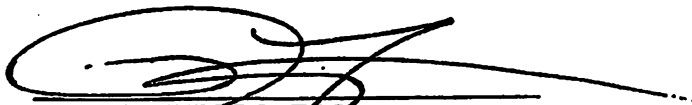
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, Esq.
CITY ATTORNEY



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
ILER PLANNING
FOR
GENERAL PLANNING AND ZONING CONSULTING SERVICES**

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

WHEREAS, the Consultant has recently been selected by the City of Doral, through a public bid process in compliance with State of Florida law governing consultant selection, to provide general planning and zoning consulting services;

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for the general planning and zoning consulting services (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 breakdown of tasks, timeline and deliverables to the City and is attached in Exhibit A.
2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through March 30th, 2020, with two (2), one (1) year renewals for a total of five (5) years, 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:

- For Parts I and II of the Scope of Services, a lump annual sum amount of \$25,000 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.
- For Part III of the Scope of Services, total payments to Consultant shall not exceed \$50,000, 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 Iler Planning Labor Rate Schedule is attached as Exhibit B.

3.3 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.4 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.

4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

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 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.
- 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 B. 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, 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.

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: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Henry Iler, AICP
Principal
50 East Ocean Boulevard, Suite 101
Stuart, Florida 34994

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 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 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.

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 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.

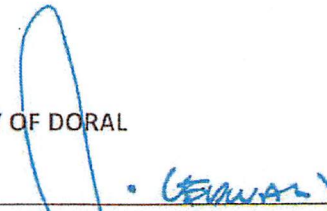
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its Principal, whose representative has been duly authorized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

Attest:



Connie Diaz, City Clerk

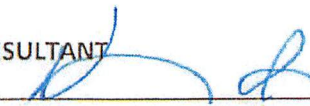
CITY OF DORAL

By: 

Edward A. Rojas, City Manager

Date: 5.3.17

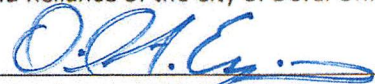
CONSULTANT

By: 

Its: Henry Iler, AICP, Principal

Date: 5-4-17

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



Weiss, Serota, Helfman Cole &
Bierman, PL
City Attorney

Exhibit A

Scope of Services for
General Planning and Zoning Consulting Services
(attached)

Exhibit B

Uler Planning Labor Rates Schedule
(January 2017)

Professional Positions

Principal	\$175/hour
Principal Planner	\$135/hour
Senior Planner	\$115/hour
Traffic Engineer	\$110/hour
Landscape Architect	\$110/hour
Planning Technician	\$90/hour
GIS Technician	\$90/hour
Graphic Designer	\$90/hour
Plans Reviewer	\$50/hour
Administrative	\$45/hour



SCOPE OF SERVICES

FOR

GENERAL PLANNING AND ZONING CONSULTING SERVICES

This Scope of Services is divided into three (3) parts consisting of the annual Comprehensive Plan Capital Improvement Element Update, Comprehensive Plan amendments, and plans review. The tasks, costs and timelines for each part are presented below.

PART I: CAPITAL IMPROVEMENT ELEMENT UPDATE

1. INTRODUCTION

Iler Planning has been selected, through an advertised public bid process consistent with State consultant selection procedures and requirements, to provide planning and zoning services to the City of Doral over the next 3 years with options for extension of services for an additional 2 years. This Scope of Services (Part I) is designed to provide the tasks, timeline and deliverables necessary to accomplish the annual updating of the Capital Improvement Element in the adopted Comprehensive Plan.

2. PROJECT SCOPE

The purpose of this scope of work is to prepare the annual update to the City's current Capital Improvements Element (CIE) which includes the 5-year Schedule of Capital Improvements. The consultant will coordinate with all City departments and required state, regional and county agencies. The update will be conducted in accordance with the requirements of Chapter 163, F.S.

Task 1: Preliminary Capital Improvements and Financial Needs

Consultant will review the existing Capital Improvements Element and coordinate with City departments, FDOT, WASD, MDC, SFWMD, School Board and other agencies, to compile a preliminary list of future capital improvements and funding sources necessary to maintain the public facility level-of-service standards adopted in the City's Comprehensive Plan. Current financial information on funding sources available to pay for necessary facilities and improvements will also be sought. All relevant studies and updates for the applicable public facilities will also be reviewed, and existing and future LOS deficiencies documented. Consultant will follow-up with direct contact with staff/consultants that prepared the proposed capital projects and financial information, if clarification or additional data are needed. The City is responsible for identifying all capital projects necessary to maintain the parks, drainage and local roads (City only) at adopted level-of-service standards through the 5-year planning period, along with current and projected capital improvement funding sources.

Task 2: Draft CIE

When Task 1 is nearing completion, Consultant will prepare the draft updated CIE and submit it to staff for review. Consultant will utilize best available data and City staff knowledge to determine the current and projected LOS status of applicable public facilities; no original data collection or analysis will be conducted. The population projections in the adopted Comprehensive Plan will be utilized in LOS analysis. This update will include capital improvement projects necessary for the City to continue to meet its adopted level-of-service standards throughout the 5-year planning period. City is responsible for providing a list of planned capital projects to be built in the FY2017 through FY2021 including parks,

drainage, road and transit improvements to improve or maintain level of service standards. Consultant will review the draft CIE with City staff, make appropriate changes and resubmit the public hearing draft of the revised CIE to the Project Manager.

Task 3: Public Hearings

Consultant will present the updated CIE to the Local Planning Agency and City Council at advertised public hearings, as directed by the Project Manager.

Task 4: Final 2017-2021 CIE

If any revisions or additions are approved by City Council, consultant will make said revisions and resubmit a final approved copy of the 2017-2021 CIE.

3. PROJECT COST

\$15,000.00 (Tasks 1-4). City is responsible for advertising, public notice, and preparation of any necessary resolutions or ordinances. 1 digital and 1 hard copy of all deliverables will be submitted.

4. COMPLETION

5 months from notice-to-proceed

PART II: COMPREHENSIVE PLAN AMENDMENTS

1. INTRODUCTION

Iler Planning has been selected, through an advertised public bid process consistent with State consultant selection procedures and requirements, to provide planning and zoning services to the City of Doral over the next 3 years with options for extension of services for an additional 2 years. This Scope of Services (Part II) is designed to provide the tasks, timeline and deliverables necessary to prepare and adopt Comprehensive Plan amendments.

2. PROJECT SCOPE

The subject Comprehensive Plan amendments are intended to revise the relevant goals, objectives and policies of the Comprehensive Plan based on recent updates to the City's Transportation Master Plan and Parks Master Plan. The amendment review and processing will be conducted in accordance with the requirements of Chapter 163, F.S.

Task 1: Determine Plan Amendments

Consultant will review the final Transportation Master Plan (TMP) and Parks Master Plan (PMP), and identify policies, programs and projects from those documents that should be incorporated to the City's Comprehensive Plan as amendments. Potential amendments and/or elements may also include housing, economic development and floodplain

management. Consultant will produce a table detailing each amendment and review the table with City staff. Once the table is finalized, it will be used to prepare the full-scale amendment package.

Task 2: Draft Plan Amendments

Consultant will prepare the recommended amendments to the goals, objectives and policies in strike-thru and underline format for staff review. Proposed updates to any Comprehensive Plan Element data, inventory and analysis (DIA) will be prepared as a supplement to the current DIA document. Consultant will meet with staff to review and finalize the proposed amendments.

Task 3: Public Hearings and Final Adoption

Consultant will present the Comprehensive Plan amendment package to the Local Planning Agency and City Council at advertised public hearings, as directed by the Project Manager, for preliminary and final adoption. City is responsible for transmitting the Plan amendment to the FDEO and other applicable agencies for review. Consultant will respond to any State or regional review objections or comments.

3. PROJECT COST

\$10,000.00 (Tasks 1-3). City is responsible for advertising, public notice, and preparation of any necessary resolutions or ordinances. 1 digital and 1 hard copy of all deliverables will be submitted.

4. COMPLETION

8 months from notice-to-proceed

PART III: ZONING AND BUILDING PLANS REVIEW

1. INTRODUCTION

Iler Planning has been selected, through an advertised public bid process consistent with State consultant selection procedures and requirements, to provide planning and zoning services to the City of Doral over the next 3 years with options for extension of services for an additional 2 years. This Scope of Services (Part III) is designed to provide the tasks, timeline and deliverables necessary to assist the City with zoning and building plans review.

2. PROJECT SCOPE

The consultant will be available on an as needed basis to assist the City with plans review (administrative, building permit submittal, public hearing applications review) and assisting the public regarding information on planning and zoning issues. Additionally the consultant will draft ordinances revising certain sections of the City's Land Development Regulations as requested by the Planning and Zoning Director. The Planning and Zoning Director ~~Project Manager~~ will determine the consultant hours required on a weekly and monthly basis, and provide one (1) week notice to the consultant of future project and time needs.

3. PROJECT COST

Up to \$50,000.00. It is anticipated the consultant's Plans Reviewer will be used on this Part; his labor rate will be \$50/hour.

4. COMPLETION

12 months from notice-to-proceed

RESOLUTION No. 17-48

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2016-44, "GENERAL PLANNING AND ZONING SERVICES," TO TINDALE OLIVER AND ILER PLANNING; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO PROFESSIONAL SERVICE AGREEMENTS WITH TINDALE OLIVER AND ILER PLANNING TO PROVIDE GENERAL PLANNING AND ZONING CONSULTING SERVICES, FOR A PERIOD OF THREE (3) YEARS, WITH TWO (2) ONE (1) YEAR RENEWALS, FOR A YEARLY AMOUNT NOT TO EXCEED \$50,000.00, AND TO EXPEND FUNDS IN FURTHERANCE THEREOF; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH ONE OR BOTH OF THE TWO TOP RANKED FIRMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 19, 2016, the City of Doral (the "City") issued a Request for Proposal #2016-46, "General Planning and Zoning Services" (the "RFP") for the purposes of consulting services to supplement the Planning and Zoning Department, which was advertised on the City's Website and DemandStar; and

WHEREAS, on January 4th, 2017, a mandatory pre-proposal meeting was held in the City to review the RFP and answer questions from the interested proposers; and

WHEREAS, on January 27, 2017, seven (7) of the fourteen (14) firms represented at the mandatory pre-proposal meeting responded to the RFP; and

WHEREAS, on February 7, 2017, the City appointed a three(3)-member Evaluation Committee to review and rank the proposals consistent with the requirements set forth in the RFP; and

WHEREAS, on February 22, 2017, the Evaluation Committee held a public meeting to score and rank each of the proposals based on a three hundred (300) point system as follows:

- | | |
|----------------------------------|-------------------|
| 1. Tindale Oliver | 281.2 Points |
| 2. Iler Planning | 279.4 Points |
| 3. Keith & Associates | 277.3 Points |
| 4. The Corradino Group | 276.5 Points |
| 5. Johnson Engineering | 263.0 Points |
| 6. Calvin, Giordano & Associates | 262.1 Points |
| 7. H.W. Lockner | 258.1 Points; and |

WHEREAS, staff has recommended that the City Council authorize the City Manager to negotiate and enter into Professional Service Agreements with Tindale Oliver and Iler Planning, the two highest ranking proposers to provide “General Planning and Zoning Consulting Services” to the City of Doral.

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

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

Section 2. Award. The RFP is hereby awarded to Tindale Oliver and Iler Planning, subject to enter into Agreements with the City. This authorization does not create or confer any rights on Tindale Oliver, Iler Planning, or any ranked firm.

Section 3. Authorization. The City Manager is hereby authorized to negotiate and enter into Professional Service Agreements with Tindale Oliver and Iler Planning, the two (2) highest ranking proposers to the RFP, for General Planning and Zoning Consulting Services for a period of three (3) years with two (2) additional one (1) year renewals for a combined amount not to exceed \$50,000.00. The City Manager is

authorized to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated with one or both of two (2) top ranked firms. The City Manager is further authorized to expend budgeted funds in furtherance hereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 22 day of March, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY