

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
TINDALE OLIVER & ASSOCIATES INC.
FOR
ADA ACCESSIBILITY ASSESSMENT OF CITY PARKS**

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

RECITALS

WHEREAS, on November 10, 2018, Request for Proposals (“RFP”) # 2018-31, “ADA Accessibility Assessment” was advertised for the provision of procuring a firm to perform an ADA Accessibility Assessment of the City Parks; and

WHEREAS, Four (4) proposal submittals were received on December 11, 2018 with all four firms meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on December 18, 2018 where all submitted proposals were scored and ranked. During this evaluation meeting it was determined that Tindale Oliver & Associates was the top ranked firm; and

WHEREAS, during the January 9, 2019 Council Meeting, the City Council of the City of Doral approved Resolution # 19-09 approving the award of RFP# 2018-31 and authorizing the City Manager to enter into an agreement with Tindale Oliver & Associates Inc.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to complete an ADA Accessibility Assessment of the City’s Parks as contemplated herein.
 - 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in **Exhibit “A”**, and further described in Provider’s Proposal attached as **Exhibit “B”** which are attached to this Agreement and incorporated herein and made part hereof by this reference.

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

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables are received, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Provider agrees that time is of the essence and shall complete this work within sixty (60) calendar days from the issuance of a Notice to Proceed (“NTP”) by the City, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Provider a fee in the amount of SIXTY ONE THOUSAND SEVEN HUNDRED FORTY FOUR DOLLARS and ZERO CENTS (\$61,744.00), in accordance with the Provider’s Proposal attached as **Exhibit “B”** (the “Fee”). The Fee shall be paid as a lump sum payment within thirty days of final completion of the work and a corresponding invoice from the Provider. Final completion of the work shall be defined as receipt of all final versions of the deliverables by the City.
- 3.2 The City has included a 10% contingency for this work in the amount of SIX THOUSAND ONE HUNDRED SEVENTY FOUR DOLLARS and FORTY CENTS (\$6,174.40). Use of contingency funds must be approved by the City.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.
- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

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

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

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

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

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "C"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

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

For the City: Albert Childress
 Deputy City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

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

For The Provider: Tindale Oliver & Associates, Inc.
6301 NW 5th Way Suite 2700
Fort Lauderdale, FL 33309

14. **Governing Law.**

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

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

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

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

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

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

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

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

16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create

a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

(b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

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

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

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

25. **Survival of Provisions**

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

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the

reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

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

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

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


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: 

Albert Childress, Deputy City Manager
Date: JAN. 25, 2019

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



Luis Figueredo, Esq.
City Attorney

Tindale Oliver & Associates Inc.


By: William L. Ball 
Its: Chief Operating Officer
Date: January 24, 2019

Exhibit "A"

Scope of Services

SCOPE OF WORK

1. Perform a detailed field survey at each park facility to develop an assessment report, including but not limited to: Park approach and entrance, parking, sidewalks, exterior accessible routes, curb ramps, handrails, existing indoor and outdoor facilities, doors, restrooms, pavilions, playgrounds, play components, furniture and accessories.
2. Develop and submit a plan describing and showing ADA code deficiencies, including related ADA code sections.
3. Prepare a barriers report and assessment for each of the seven (7) park facilities, composed, of existing park plans (if available), photographic documentation and location of existing barriers.
4. Prepare and develop a preliminary cost estimate to address and remediate existing ADA barriers at each park facility.
5. Prepare a remediation plan of accessibility issues associated with barriers report to include recommend actions for barrier removal and compliance with ADA requirements.
6. Provide two (2) final hard copies of report and in electronic format.

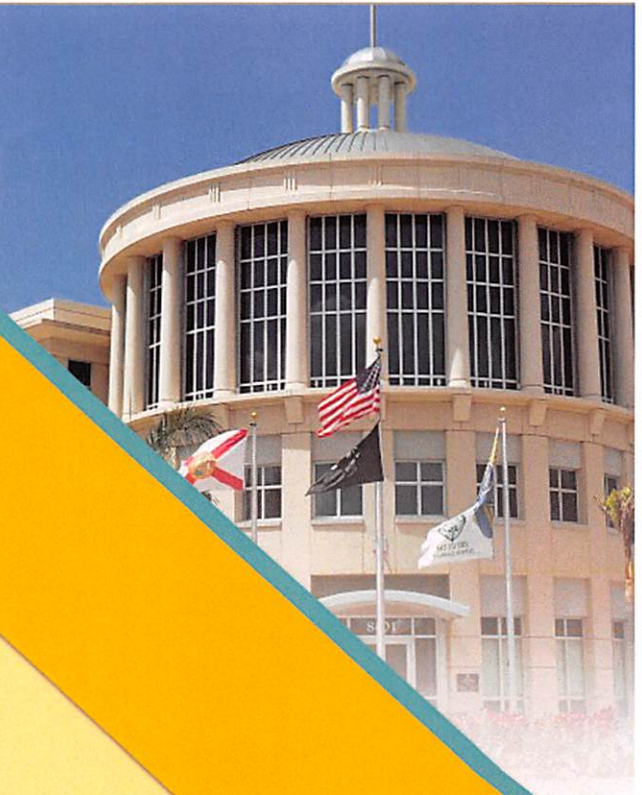
Exhibit "B"

Tindale Oliver & Associates Submittal



ADA Accessibility Assessment

RFP # 2018-31
December 11, 2018



**Tindale
Oliver**

GREAT INSIGHTS. GREATER OUTCOMES.



City of Doral
ADA Accessibility Assessment

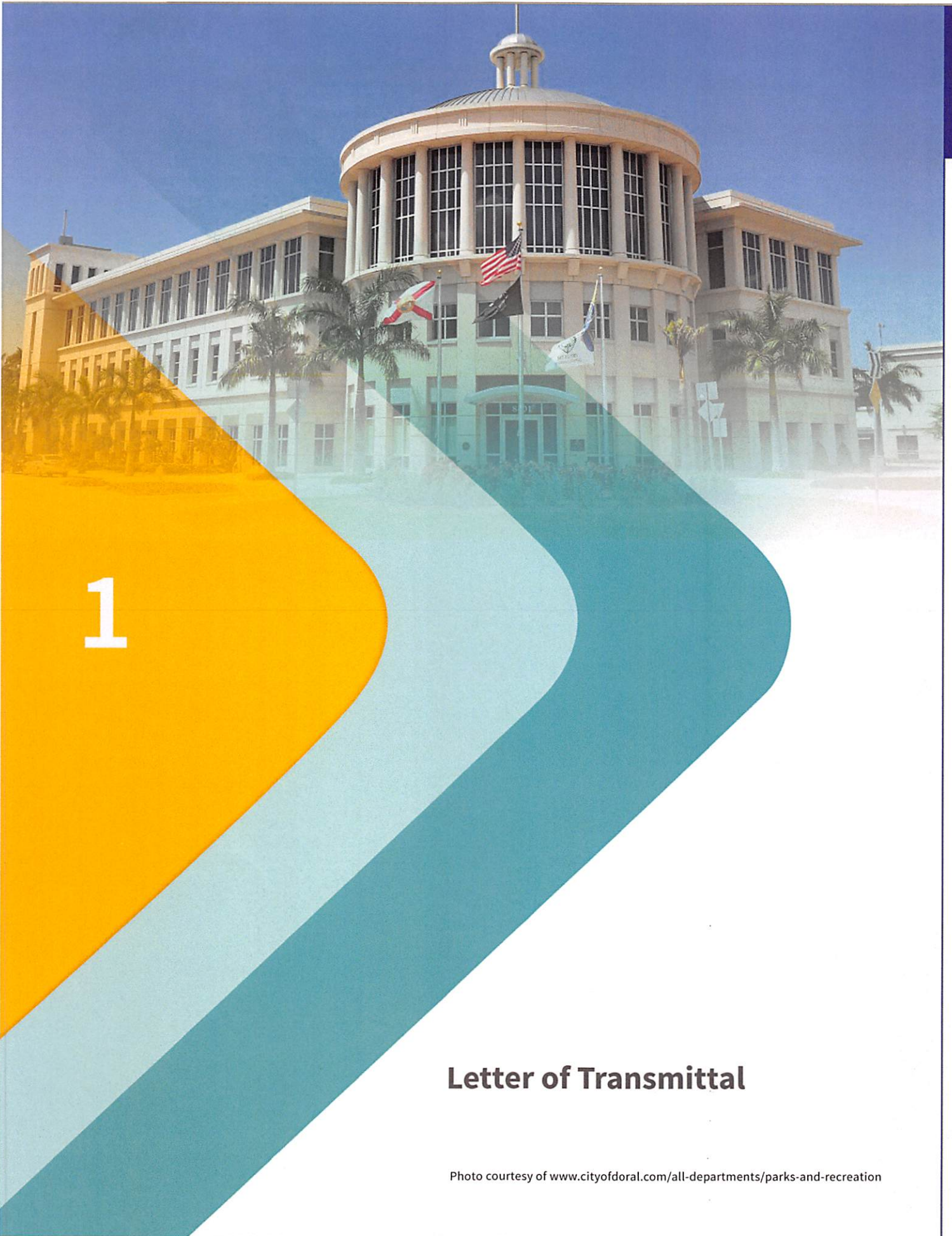
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Letter of Transmittal

Photo courtesy of www.cityofdoral.com/all-departments/parks-and-recreation



December 11, 2018

Mr. Edward Rojas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Re: City of Doral ADA Accessibility Assessment

Dear Mr. Rojas:

Given the many duties and diverse priorities that your staff must face each day to meet the needs of your community and stakeholders you serve, it can be valuable to enlist the assistance of “extended staff” who appreciate and understand the Americans with Disabilities Act (ADA) and have a strong background in ADA compliance, engineering, and planning. As a firm that has specialized in this role for cities, counties, and municipalities since its inception, Tindale Oliver has gathered a strong team of certified ADA experts and other key personnel who are pleased to submit this Letter of Interest as an expression of our enthusiasm for helping the City of Doral perform its ADA Accessibility Assessment and develop the Transition Plan for its parks.

Since 1989, Tindale Oliver has been serving communities throughout the US with specialization in ADA compliance and transportation planning and design, safety, and public finance. This letter reflects our desire to establish a long and mutually-beneficial relationship with the City of Doral staff and its community.

Accessible infrastructure has been a major service area for Tindale Oliver for more than 20 years, and we have a strong reputation in multiple US states for providing insightful ADA-compliant planning, analysis, compliance, and cost-reduction support services for our clients. More information about our experience and skills is included in the following pages, but it is important for City staff to understand the four key benefits that we can provide through the knowledge and insight offered by our firm.

- > **Extension of Staff** – The core business of Tindale Oliver is long-term, on-call consulting services in which we serve as an extension of agency staff. During our 29 years of existence, we have made on-call support a staple of our business. Our staff have significant experience in serving a wide range of public entities, ensuring that we consistently provide our clients with valuable support that is responsive, versatile, and committed to high-quality customer service and deliverables.
- > **Fresh Perspective** – As a prime consulting firm that has an established relationship with the City, but has not previously provided ADA services to you, we can bring an informed, unbiased outsider’s perspective to your park system, enabling a more comprehensive analysis and assessment. You will enjoy a close working relationship with an experienced team of professionals who will bring new ideas and methods and, most important, a new perspective to your ADA Assessment and Transition Plan.
- > **Unrivaled Credentials** – Our firm includes International Code Council (ICC) certified Accessibility Inspectors/Plans Examiners (AI/PE), professional engineers, certified planners, LEED and GIS professionals, and numerous planners, economists, and GIS analysts. The ICC certification is the only officially-recognized certification to establish

RFP# 2018-31

City of Doral ADA Accessibility
Assessment

**CONSULTANT NAME &
ADDRESS:**

Tindale Oliver
6301 NW 5th Way Suite 2700
Fort Lauderdale, FL 33309
Phone: (954) 641-5680
Fax: (813) 226-2106

DESIGNATED CONTACTS:

Paola G. Baez, P.E.
Director-in-Charge, QA/QC
Phone: (954) 641-5680
PBaez@tindaleoliver.com

Bryan Weinstein, P.E., AI/PE
Project Manager/ADA
Compliance Engineer
Phone: (813) 224-8862
BWeinstein@tindaleoliver.com



ADA compliance expertise, verifying that our staff are qualified to assess facilities and plans for ADA compliance. These certifications demonstrate our strong professional capabilities and our dedication to and capability for helping the City of Doral and its citizens by creating a compliant ADA Transition Plan.

> **Unmatched Experience** – Tindale Oliver staff have had significant ADA compliance assessment experience, including:

- ◇ 7,000+ Title II transit facilities for public transit providers
- ◇ 4,000,000+ square feet of governmental, residential, medical, and retail facilities across the US
- ◇ 2,000+ miles of public rights-of-way
- ◇ 15,000+ curb ramps, public amenities, and street crossings
- ◇ 400+ facilities at more than 35 public agencies for the US DOT
- ◇ 100+ public parks, play areas, and athletic fields
- ◇ 30+ ADA Transition Plans for public/private agencies in the past 10 years

These key benefits help to define our firm's quality, knowledge, and skills and differentiate us from the competition. More important, they ensure that our great knowledge and insight will ultimately result in even greater outcomes for the City of Doral.

In summary, Tindale Oliver offers the experience, resources, and commitment to meet the needs and expectations of your city. We appreciate the opportunity to submit our proposal and look forward to demonstrating our firm's abilities throughout the next steps of your selection process.

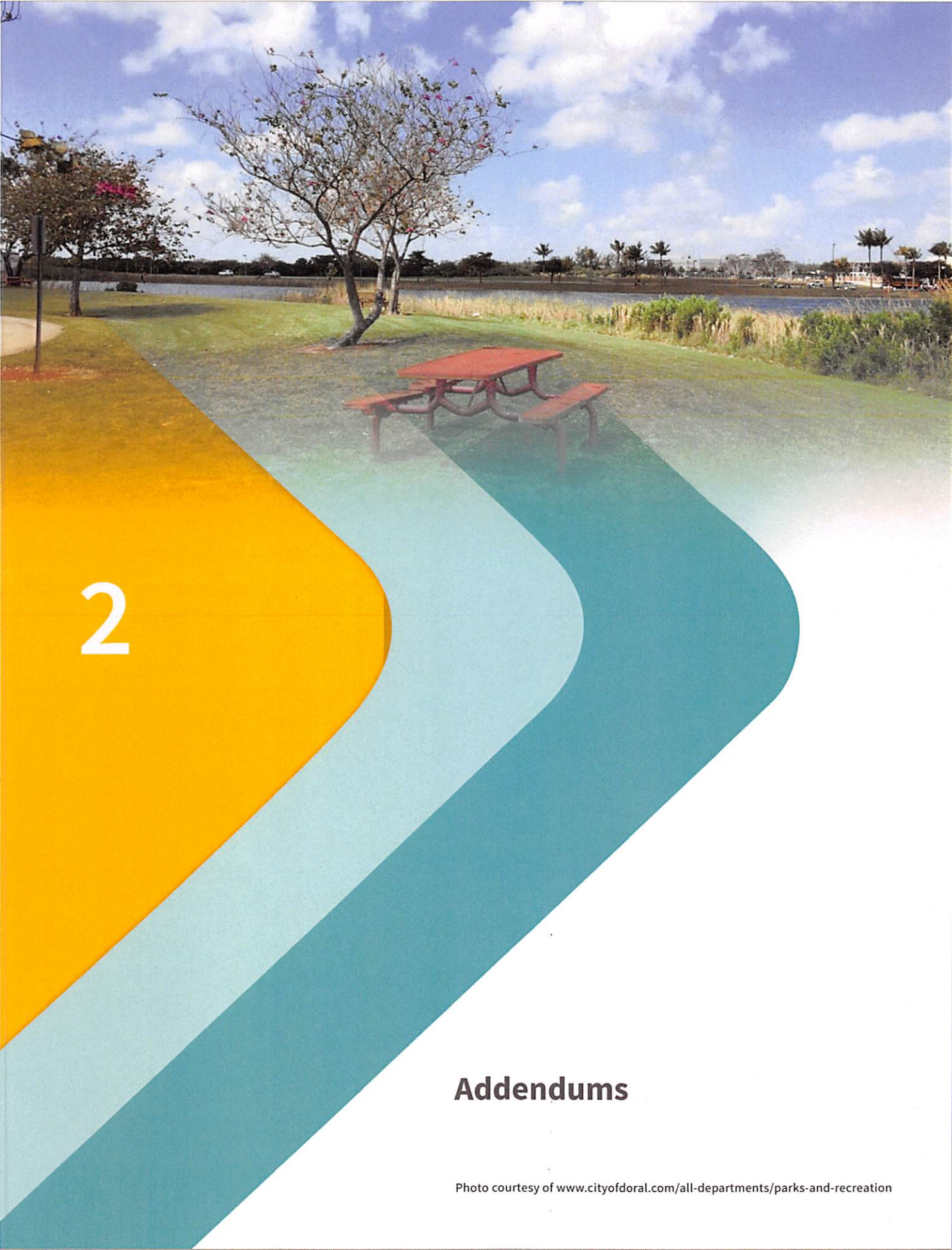
Sincerely,

Handwritten signature of Joel Rey in blue ink.

Joel Rey, P.E., AICP
Principal/Director of Transportation and Transit Solutions
Authorized Signatory

Handwritten signature of Paola Baez in blue ink.

Paola Baez, P.E.
Director-In-Charge



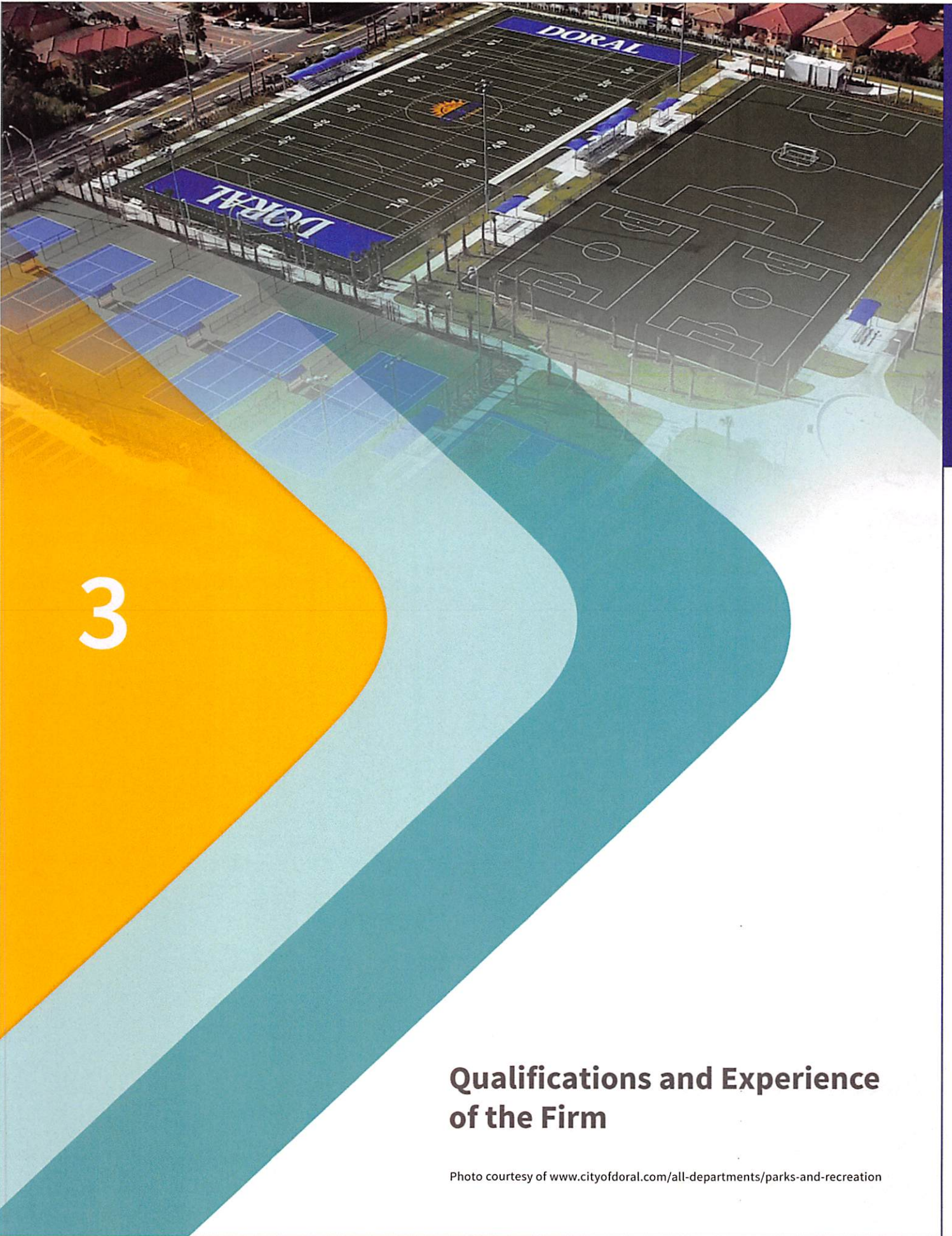
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Addendums

Photo courtesy of www.cityofdoral.com/all-departments/parks-and-recreation



No addenda have been issued for RFP # 2018-31, City of Doral ADA Accessibility Assessment.



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Qualifications and Experience of the Firm

Photo courtesy of www.cityofdoral.com/all-departments/parks-and-recreation



HISTORY OF THE FIRM

Founded in 1989 as an S-Corporation, Tindale- Oliver & Associates, Inc. (dba Tindale Oliver) has developed a reputation over the past 29 years as a leader in providing quality, innovative planning and engineering services to its public and private sector clients. Tindale Oliver has grown from a firm of 3 employees in 1989 to 100+ in 2018, with staff certifications including professional engineers, certified planners, LEED, GIS professionals, and Accessibility Inspectors/Plans Examiners (AI/PE), as well as numerous planners, economists, and GIS analysts. We have staff located throughout Florida (Tampa, Fort Lauderdale, Jacksonville, Miami, Naples, Bartow), Maryland (Baltimore), and Washington (Seattle) and have supported clients in 12 states, the District of Columbia, and Puerto Rico. The services for this proposal will be conducted by staff from our Fort Lauderdale, Baltimore and Tampa offices:

Tindale Oliver Fort Lauderdale

6301 NW 5th Way, Suite 2700, Fort Lauderdale, FL 33309
Paola G. Baez, P.E.
(954) 641-5680 PBaez@tindaleoliver.com

Tindale Oliver Tampa

1000 N. Ashley Drive, Suite 400, Tampa, FL 33602
Bryan Weinstein, P.E., AI/PE
(813) 224-8862 BWeinstein@tindaleoliver.com

Tindale Oliver Baltimore

1010 Park Avenue, Suite 104, Baltimore, MD 21201
Ines Nizeye
(443) 438-5392 INizeye@tindaleoliver.com

In addition to our unrivaled experience and qualifications, we also offer unique qualifications and innovative solutions that set us apart even further from our competition and provide value to our clients.

RELATED PROJECTS

Successful performance on similar jobs is best demonstrated through a sampling of projects requiring similar services and client references of individuals who can attest to our performance. Tindale Oliver is dedicated to serving our clients, and we encourage you to contact any of our references.

Following is a sampling of projects on which Tindale Oliver has worked and on which ADA compliance of public infrastructure and facilities was a major factor. Related project summaries for several completed and ongoing projects, followed by client references with current contact information, are on the following pages. Client letters of Recommendation are at the conclusion of this section.

Relevant Projects

- > City of Portland, ME—ADA Transition Plan
- > Space Coast TPO—ADA Transition Plan
- > River to Sea TPO—ADA Transition Plan
- > LakeXpress, FL—ADA Transition Plan
- > FDOT—ADA Training Workshop
- > Gaston County, NC—ADA Transition Plan
- > City of Punta Gorda, FL—ADA Transition Plan
- > Maryland Stadium Authority—ADA Consulting Services
- > Lake County, FL—Parks & Trails ADA Transition Plan
- > Fredrick County, MD— ADA Consulting Services
- > Manatee County Area Transit, FL—ADA Staff Training
- > Pasco County Transportation, FL—ADA Transition Plan
- > Martin County, FL—ADA Transition Plan
- > Space Coast Area Transit, FL—ADA Transition Plan
- > Collier County, FL—ADA Transition Plan
- > Hernando County, FL—ADA Transition Plan
- > Ocala TPO, FL—ADA Transition Plan
- > SFRTA, FL—ADA Design Standards Development
- > Lake County, FL—LakeXpress ADA Transition Plan
- > PSTA, FL—ADA Standards Development, On-Call ADA Compliance Consulting
- > Lake County Judicial Center, FL—ADA Technical Assessment



Lake County Parks ADA Transition Plan

Lake County, FL (8/2015-8/2017)

Tindale Oliver assessed all Lake County's parks and trails for compliance with the ADA as part of a self-evaluation. This effort included 15+ miles of paved dedicated multipurpose trails, nearly 800 acres of active parks, 27 passive parks ranging in size from less than 1 acre to 800+ acres, and dozens of baseball, soccer, and football fields, tennis and basketball courts, playgrounds, boat ramps, picnic areas, and bathrooms.

Due to the size and location of the parks, the data collection were conducted by car, foot, bike, and ATV, all with assistance from Tindale Oliver's mobile ADA data collection app.

Recommendations for ADA compliance were developed, and the Parks ADA Transition Plan was created. Extensive ADA training of Parks & Trails staff took place after the ADA Transition Plans were completed.



ADA-compliant playground in Lake County

City of Portland ADA Transition Plan

Portland, ME (03/2017-ongoing)

The City of Portland contracted with Tindale Oliver to assess all City buildings, parking lots, parks, multi-use trails, and the Portland International Jetport.

Due to the number of facilities to be assessed, Tindale Oliver's custom data collection app was used to complete the data collection process as quickly and efficiently as possible. At the conclusion of the project, along with the standard assessment reports, the City will receive a GIS shapefile and an Excel database containing the exact location of every non-compliant item assessed.

In addition, Tindale Oliver has been working closely with the Portland Disability Advisory Committee, a local ADA advocacy group, to ensure that the public is aware of the ADA Transition Plan process and how it relates to them and their community. Their input has been collected and will be used to help prioritize facility improvements.



A variety of exterior accessible routes presented a unique challenge in developing the Portland ADA Transition Plan

City of Punta Gorda ADA Transition Plan

Punta Gorda, FL (5/2016-10/2017)

The City of Punta Gorda selected Tindale Oliver to develop a city-wide ADA Transition Plan that involved assessing all buildings, parks, sidewalks, and services for barriers to accessibility. In addition, we were retained for potential Expert Witness services and accessibility complaint resolution. This project used Tindale Oliver's exclusive wheeled digital (computerized) leveling device to quickly and accurately determine the cross slope and running slope of the miles of paved trails intertwined throughout the city.

After data collection, which consisted of inventorying 150,000 square feet of City-owned buildings, 40 acres of parks, and nearly 10 miles of paved trails, and creation of the ADA Transition Plan, Tindale Oliver hosted an ADA training session that allowed City staff to develop a better understanding of the ADA and how it pertains to their particular jobs.



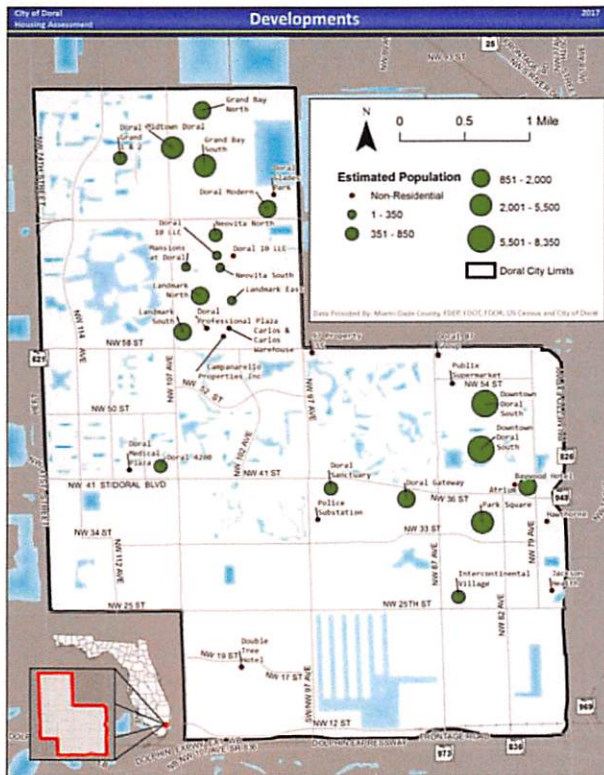
All City of Punta Gorda-owned parks and buildings were assessed for ADA compliance



City of Doral Workforce Housing Assessment Doral, FL (03/2017–ongoing)

For the past few years, the city of Doral has been facing a housing shortage that causes long commute for workers. The City wants to create an environment in which the private sector can provide attainable housing units for workers in the community who currently commute from other areas Miami-Dade County.

Tindale Oliver was retained by the City to complete an assessment of existing housing, programs, and policies to encourage the development of workforce housing focused on both government employees and professionals in the target industries as identified by the City. The Housing Master Plan includes an evaluation of housing stock and needs, analysis of federal and local regulations, and recommended policies to address workforce housing issues.



Doral projects a 79% increase in population by 2030 which will likely continue to increase housing costs.

CLIENT REFERENCES

Lake County – Parks & Trails 8/2015–8/2017

Dwayne Henry, Recreation Coordinator
12929 County Landfill Road
Tavares, FL 32778
(352) 742-3864, DHenry@lakecountyfl.gov

Scope of Services: Tindale Oliver assessed all Lake County parks and trails for ADA compliance as part of a self-evaluation. This effort included assessing the following elements for barriers to accessibility:

- > 15+ miles of paved dedicated multipurpose trails
- > 27 passive parks, ranging in size from less than 1 acre to 800+ acres
- > Dozens of baseball, soccer, and football fields, and tennis and basketball courts
- > Playgrounds, boat ramps, picnic areas, and bathrooms

Recommendations for ADA compliance were developed, and the ADA Transition Plan was created. This plan helped bring the County into compliance with the ADA and helped to make their parks and trails system safer and more accessible to all users.

Maryland Transit Administration (MTA) 1998–present

Chrys Wilson, Director
6 Saint Paul Street
Baltimore, MD 21202
(410) 767-8348, cwilson4@mta.maryland.gov

Scope of Services: Tindale Oliver staff have provided ADA technical on-call consulting services for MTA since 1998. Projects and assigned tasks have included assessment of MTA's commuter, rapid, and light rail and bus facilities; evaluation of selected bus stops and connecting pedestrian pathways to points-of-origin or destination; provision of ADA expert legal assistance; establishment and administration of a stop announcement monitoring (mystery rider) program; evaluation of elevator, variable messaging signage, and automatic fare vending equipment specifications compliance with ADA provisions; evaluation and recommendations for revision of the at-grade pedestrian track crossing equipment specified for the MARC commuter rail system; and development and delivery of several ADA technical training courses for MTA personnel.



Brevard County – Space Coast TPO **11/2017–present**

Sarah Kraum, Multi-Modal Program Specialist
2725 Judge Fran Jamieson Way, Bldg. B
Viera, FL 32940
(321) 690-6890; sarah.kraum@brevardfl.gov

Scope of Services: The Space Coast Transportation TPO and Space Coast Area Transit contracted with Tindale Oliver to perform an evaluation of their 850+ bus stops and develop a bus stop ADA Transition Plan. The project included a detailed inventory and assessment of the locations and conditions of the bus stops and their adjacent infrastructure as well as the accessible paths leading from the bus stops to near by trip generators.

The barriers to accessibility were identified and the improvements needed to be mitigated were prioritized. A phasing plan and financial plan for the recommended bus stops and facilities improvements were developed. Findings were presented at public meetings and were met with strong support from government officials and the public.

City of Doral **3/2017–present**

Julian Perez, AICP, CFM, Planning and Zoning Director
8401 NW 53rd Terrace
Doral, FL 33166
(305) 593-6630; Julian.Perez@cityofdoral.com

The City of Doral has recognized a shortage of workforce housing in the community and seeks to create an environment in which the private sector can provide housing units that are attainable for workers in the community who currently must commute from other areas in Miami-Dade County. As a first step to address this issue, the City retained Tindale Oliver to complete an assessment of existing housing, programs, and policies to encourage the development of workforce housing focused at both government employees and professionals in target industries identified by the City. The Housing Master Plan includes an evaluation of housing stock and needs, analysis of federal and local regulations and recommended policies to address workforce housing issues.

Mr. Weinstein and his staff have demonstrated a consistent ability to be highly responsive, ensure high quality deliverables, and deliver effective communication of complex information to citizens and elected officials of Brevard County.

James P. Liesenfelt, Director
Space Coast Area Transit

PROJECT TEAM LEADERS

Paola G. Baez, P.E., will serve as **Director-in-Charge and Quality Assurance/ Quality Control**. She has more than 17 years of experience, including managing Seaport, Rail, ADA, Planning and other Intermodal engineering projects across Florida. She has managed and directed projects that encompassed impacts related to compliance with the ADA, including design and construction phases, and managing the ADA pushbutton project for Florida Department of Transportation (FDOT) District 6. Her years of experience renders her well-suited to oversee the City of Doral's ADA Transition Plan Project and supervise and assist with assessments and creation of the ADA Transition Plan.

Bryan Weinstein, P.E., AI/PE, will serve as **Project Manager/Senior ADA Compliance Engineer**. As a registered Professional Engineer and one of Tindale Oliver's two certified ICC AI/PEs, his 8+ years of ADA experience and 7+ years of civil engineering experience make him well-suited to lead the City of Doral's ADA Transition Plan Project, manage the ADA Team's day-to-day progress, and manage and assist with assessments and creation of the ADA Transition Plan.

Evan Johnson, AICP, LEED AP, will serve as **Senior Parks Advisor**. He is a Senior Project Manager on Tindale Oliver's Community Planning & Design Team and has served on a variety of projects for both public and private sector clients, with a primary focus on urban development and redevelopment. He is experienced in planning for Community Redevelopment Areas (CRAs), corridor redevelopment, urban rezoning/site plan approvals, design guidelines, and comprehensive plan analysis and development.

Don Kloehn, AI/PE, Director of ADA Compliance & Accessibility Services, will serve as **Senior ADA Advisor** for the Project Team. He is a certified ICC AI/PE and has the experience and the knowledge necessary to successfully manage your ADA Evaluation & Transition Plan. As a national ADA expert, he is well-versed in all federal and State accessibility requirements including ADAAG, PROWAG, and MUTCD.

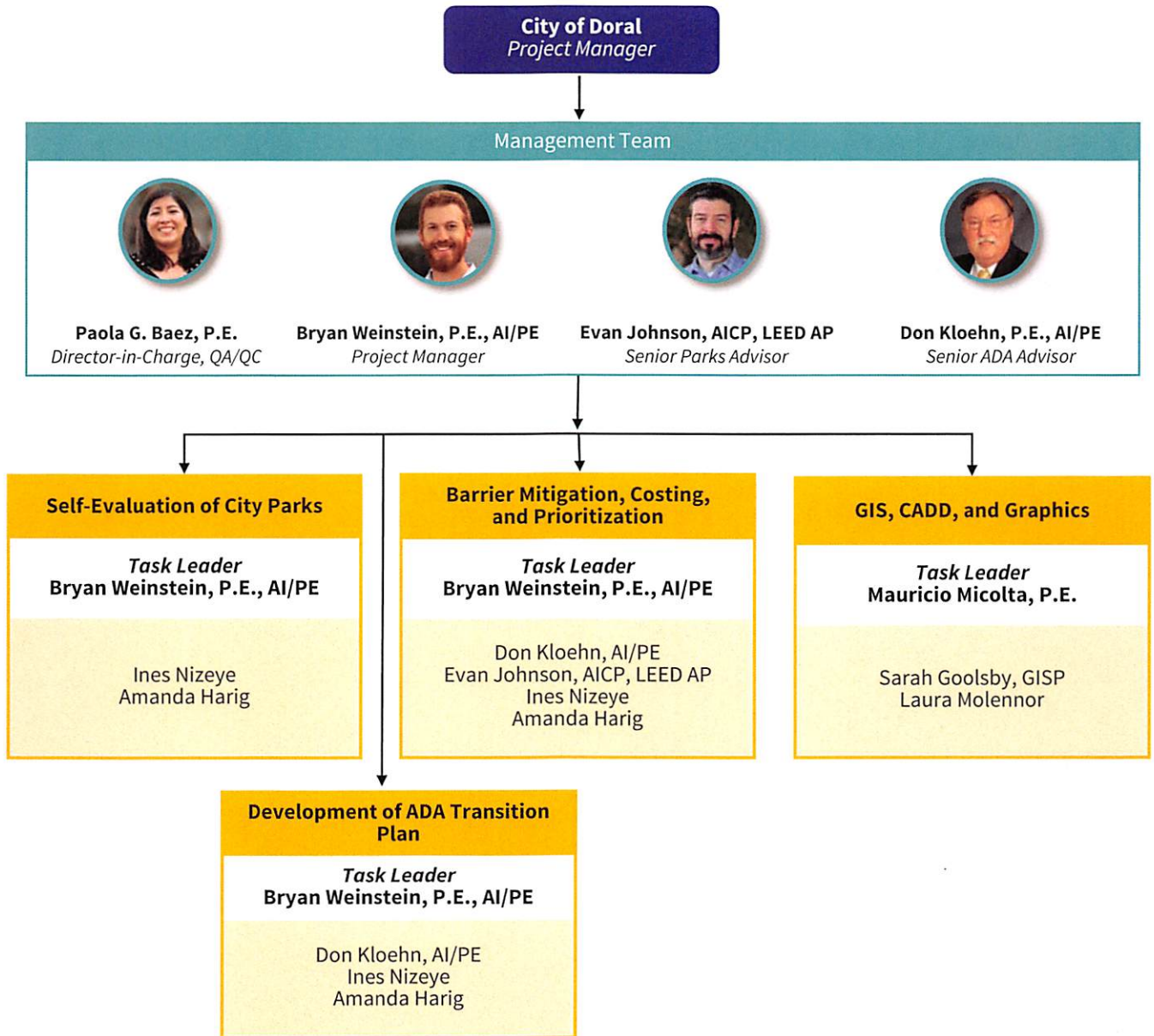
The completed analysis provided us with a comprehensive understanding of current challenges, opportunities and provided us with insight into policy and regulatory actions available to take a more proactive approach.

Julian H. Perez, AICP, CFM
City of Doral Planning and Zoning Director



Team Organization Chart, Resumes and Licenses and Certifications

The organization chart below illustrates how your ADA Transition Plan will be managed and indicates the roles and responsibilities of our diverse key and supplementary project staff. The key personnel proposed for this project will be available for the duration of the services required and will not be removed or replaced without prior written consent from the City of Doral. Copies of the professional licenses and certifications for applicable staff follow the resumes.





Education

BS, Civil Engineering, Florida International University

Years of Experience

18

Years with Tindale Oliver

4

Certifications

- > Florida P.E. #68552
- > CSX Contractor Safety & Roadway Worker Protection Certification
- > FEC Roadway Worker Protection Contractor Safety Certification

Awards

- > FDOT Special Achievement Award for efforts in ADA compliance, 2010
- > FDOT Peer Awards for commitment to teamwork, 2010

Paola G. Baez, P.E.

Senior Project Manager

Project Role: Director-In-Charge, QA/QC

Paola brings 17 years of experience in managing Seaport, Rail, ADA, Planning and other Intermodal engineering projects. She has managed and directed projects that encompassed impact to ADAD compliance, including design and construction phases, and managing ADA pushbutton project for FDOT District 6. She is proficient with all State and federal design and ADA standards. She has also been the project manager for diagnostic reviews and development of rail signal safety and surface maintenance projects, including Construction Engineering Inspection (CEI) and Maintenance of Traffic (MOT) for railroad projects, preliminary engineering reports, design projects, planning, development of alternatives, conceptual designs, corridor studies, GIS mapping development, traffic forecasting, traffic data collection, functional classification, and scoping reports, among others.

For your ADA Transition Plan, I will serve at the project's Director-in-Charge and Quality Assurance Officer. As a member of the team but not directly involved in the ADA Transition Plan, I will provide a detailed, independent, and impartial review of all deliverables. With many years of engineering and planning experience, my broad knowledge will ensure that we prepare a quality, error-free product.

Paola can be reached at (954) 641-5680 PBaez@tindaleoliver.com

Project Experience

Transit/Multimodal

- > SR934/NW 79 Street/NW 81 Street PD&E Study (2017–ongoing)
- > Modal Development General Planning Consultant (ongoing)
- > City of Sunrise Area-wide Transportation Needs Assessment (2016–2017)
- > SR 5/US 1/Biscayne Boulevard Corridor Study (2015–2018)

ADA

- > Districtwide ADA Pushbutton for Missing Ramps and Gaps of Sidewalk, Contract No. 418078 Segments 1-9 (2005-2012) *(work performed prior to joining Tindale Oliver)*
- > FDOT District 6 American with Disabilities Act (ADA) Programs Administrator (2001-2012)* – responsible for design of construction plans, special provisions, and specifications, and related engineering tasks required to ensure compliance with the ADA. Evaluated all existing FDOT District 6 facilities (roadways and infrastructure) for ADA compliance in accordance with design standards required by the ADA and the Architectural Barriers Act. For ADA push-button project, managed and designed annual construction improvements to correct identified ADA deficiencies, including milling and resurfacing and signalization improvement related to the ADA. Provided guidance and recommendation for all D6 projects including design, permits, JPAs and LAP improvements under FDOT management. Developed ADA Compliance Certification form required to clear every D6 project for production submittal. Performed plans review of all FDOT and non-FDOT projects that impacted FDOT right of way to ensure that ADA compliance was adhered to. Coordinated with Miami-Dade Signals and Signs Division for ADA improvements affecting existing signal operation plans and timing. Coordinated design alternatives and complaint resolution with federal government, FDOT Central Office, other District offices, MPOs, and other governmental agencies.



Bryan Weinstein, P.E., AI/PE

Senior ADA Compliance Engineer

Project Role: Project Manager/Senior ADA Compliance Engineer

Bryan is an ADA Compliance Engineer with 15 years of experience. He is knowledgeable in the application of state and federal ADA codes and statutes, specifically those relating to facilities, public rights-of-way, and transition plans. He is also well-versed in mitigation and cost estimation of ADA-related deficiencies. He is a certified Accessibility Inspector/Plans Examiner (AI/PE) through the International Code Council, the only recognized official certification to establish ADA compliance expertise, thus certifying that he is qualified to properly assess facilities and plans for compliance with the ADA. This certification demonstrates his capabilities to inspect public rights-of-way infrastructure for ADA compliance during or after construction and to review construction plans for ADA compliance in the design phase.

Bryan has assessed hundreds of facilities and has written multiple ADA Transition Plans, assisting in bringing his clients into compliance with the ADA and decreasing their potential for litigation. He supports the “mystery rider” program for the Maryland Transit Administration (MTA), where he assists in bringing it into full compliance with the ADA and helping them make its transit system more efficient and accessible for all. He also provides support to MTA’s Facilities Engineering Division by completing civil engineering design reviews at various levels of completion. Tasks include a mix of both new construction and alterations to existing facilities in which the application of appropriate ADA standards, regulations, and best practices are crucial to allow for compliant and financially-feasible solutions and recommendations. He assisted with the development of an updated version of Florida Department of Transportation’s *Accessing Transit Design Handbook*, which provides guidelines and best practices for safer, more efficient, and ADA-compliant bus stops in the public rights-of-way. He developed a streamlined, tablet-based ADA assessment data collection software package that allows staff to quickly and accurately collect pertinent ADA field data and save it in a convenient map-based format.

For your ADA Transition Plan, I will manage the day-to-day progress of the project and supervise and assist with the assessments of Doral’s Parks I will personally review each assessment and make cost-effective recommendations to bring your facilities into compliance with the ADA. I will write your ADA Plan and assist in the ADA training of City staff, making sure everyone fully understands the requirements of the ADA as it pertains to your City. I also will be available to advise your staff on your current and future ADA needs.

Bryan can be reached at (813) 224-8862, BWeinstein@tindaleoliver.com.

Project Experience

Infrastructure Planning/ADA Compliance

- > Space Coast Area Transportation Planning Origination—ADA Transition Plan (2017–ongoing)
- > Sonic Drive-In Restaurants—ADA Transition Plan (2018)
- > Portland, ME – ADA Transition Plan (2017–ongoing)
- > Votran ADA Transition Plan (2017–2018)
- > LakeXpress ADA Transition Plan (2017–ongoing)
- > Gaston County, North Carolina—ADA Transition Plan (2016–ongoing)

Education

- > MCE, Civil Engineering, University of South Florida
- > BSCE, Civil Engineering, University of South Florida

Years of Experience

15

Years with Tindale Oliver

15

Certifications

- > Florida P.E. #70704
- > North Carolina P.E. #042935
- > Washington P.E. #50907
- > Maryland P.E. #44502
- > ICC #8203944
- > NCEES # 54618
- > Certified Accessibility Inspector/Plans Examiner (AI/PE)

Professional Affiliations

- > Institute of Transportation Engineers (ITE)
- > International Code Council (ICC)
- > National Association of Accessibility Consultants (NAAC)

**Bryan Weinstein, P.E., AI/PE, Senior ADA Compliance Engineer**

- > City of Punta Gorda, Florida—ADA Transition Plan (2016–2018)
- > Maryland Stadium Authority—ADA Consulting Services (2016–ongoing)
- > Deutsch, P.A.—Expert Witness Services (2015)
- > SEPTA ADA Technical Oversight (2015–ongoing)
- > Volusia County ADA Expert Witness Services (2015–ongoing)
- > Lake County—General ADA Services (2015–ongoing) *Continuing Services*
- > Tampa Greyhound—Facility Assessment (2015)
- > Richard Harrison, P.A.—Expert Witness Services (2014–ongoing)
- > Fredrick County, Maryland—ADA Consulting Services (2014–ongoing) *Continuing Services*
- > Manatee County Area Transit—ADA Staff Training (2014)
- > Maryland Transit Administration ADA Technical Consulting Services (2014–ongoing) *Continuing Services*
- > NoHo Apartment Complex—ADA Transition Plan (2014)
- > Pasco County Public Transportation—ADA Transportation Plan (2014–2016)
- > Martin County—ADA Transition Plan (2014–2015)
- > Willowdaile Shopping Center—ADA Transition Plan (2014)
- > Space Coast Area Transit—ADA Transition Plan (2013–2015)
- > Ascentia Rehab Center—ADA Transition Plan (2013)
- > Collier County—ADA Transition Plan (2013–2014)
- > Hernando County—ADA Transition Plan (2013–2014)
- > Ocala TPO—ADA Transition Plan (2012)
- > FDOT Transit Office Update *Accessing Transit: Design Handbook for Florida Bus Passenger Facilities* (2012–2013)
- > Pasco County Public Transportation (PCPT) Transit and Sidewalk Infrastructure Planning Services (2012)
- > Maryland Transit Administration ADA Technical Consulting Services (2009–ongoing)



Education

- > BS, Information Technology, University of Phoenix
- > AA Architecture Candidate, St. Petersburg College
- > Information Technology Certificate Coursework, Georgetown University

Years of Experience

45

Years with Tindale Oliver

10

Certifications

- > ICC #8023066
- > Certified Accessibility Inspector/Plans Examiner (AI/PE)

Professional Affiliations

- > American Society of Mechanical Engineers (ASME), Vertical Access Systems Member
- > Institute of Electrical and Electronics Engineers (IEEE), Associate
- > APTA Rail Gap Working Group Member
- > National Association of Accessibility Consultants (NAAC)

Don Kloehn, AI/PE

Director, ADA Compliance & Accessibility Services

Project Role: Senior ADA Advisor

Don has more than 45 years of progressively-responsible experience in ADA compliance and accessibility, with involvement in all aspects of ADA-compliant facility design, construction, and maintenance. He has been involved with ADA compliance since its adoption and offers broad expertise with facility accessibility and safety issues, as well as in-depth knowledge of state and federal codes and statutes relating to application of the ADA. He has managed and provided technical oversight for several projects involving facility accessibility, including physical access requirements, ADA training, assessment of sites, deficiency remediation plans, consent decree and litigation support, local and state coordination efforts, facility and site standards design development manuals, and overall ADA program management.

Don also has been instrumental in the development and implementation of ADA management and employee orientation and training courses, ADA compliance monitoring programs, and ADA-related litigation and has served as an expert witness for many ADA cases. He has developed and taught several ADA training courses to ensure that planners, engineers, architects, and government officials are knowledgeable of the ADA and has assisted many agencies with the development of their ADA Transition Plans. He has led multiple public meetings to inform the public and government officials about the ADA and to get their input and support for their community's ADA Transition Plan.

For your ADA Transition Plan, I will serve as the Senior ADA Advisor and will assist in supervising the overall project. I will review the recommendations and associated costs needed to bring your Doral Parks into compliance with the ADA. I will help lead the City's public participation and outreach efforts, making sure everyone fully understands the ADA requirements as they pertain to the City of Doral Parks. I will be available to advise City staff on all your current and future ADA needs.

Don can be reached at (727) 465-8300, DKloehn@tindaleoliver.com.

Project Experience

Infrastructure Planning/ADA Compliance

- > Portland, ME – ADA Transition Plan (2017–ongoing)
- > Gaston County, North Carolina—ADA Transition Plan (2016–ongoing)
- > City of Punta Gorda, Florida—ADA Transition Plan (2016–2018)
- > Maryland Stadium Authority—ADA Consulting Services (2016–ongoing)
- > Deutsch, P.A.—ADA Expert Witness Services (2015)
- > SEPTA ADA Technical Oversight (On-Call Services) (2015–ongoing)
- > Volusia County ADA Expert Witness Services (2015–ongoing)
- > Lake County—General ADA Services (2015–ongoing) *Continuing Services*
- > Tampa Greyhound—Facility Assessment (2015)
- > Richard Harrison, P.A.—Expert Witness Services (2014–ongoing)
- > Fredrick County, Maryland—ADA Consulting Services (2014–ongoing) *Continuing Services*



Don Kloehn, AI/PE, Director, ADA Compliance & Accessibility Services

- > Manatee County Area Transit—ADA Staff Training and On-Call Services (2014–ongoing)
- > Maryland Transit Administration ADA Technical Consulting Services (2009–ongoing) *Continuing Services*
- > NoHo Apartment Complex—ADA Transition Plan (2014)
- > Pasco County Public Transportation—ADA Transportation Plan (2014–2016)
- > Martin County—ADA Transition Plan (2014–2015)
- > Willowdaile Shopping Center—ADA Transition Plan (2014)
- > Space Coast Area Transit—ADA Transition Plan (2013–2015)
- > Ascentia Rehab Center—ADA Transition Plan (2013)
- > Collier County—ADA Transition Plan (2013–2014)
- > Hernando County—ADA Transition Plan (2013–2014)
- > Ocala TPO—ADA Transition Plan (2012)
- > SFRTA ADA Design Standards Development (2011)
- > Lake County—LakeXpress ADA Transition Plan Development (2011)
- > PSTA ADA Design Standards Development and Permit Facilitation Streamlining Project (2011)
- > Panish Shea & Boyle, LLP ADA Expert Witness Services (2011)
- > Lake County Judicial Center ADA Technical Facility Assessment and Remediation Design (2010)
- > PSTA On-Call ADA Compliance Consulting Service (GPC task) (2009–ongoing) *Continuing Services*
- > Maryland Transit Administration ADA Operations Monitoring (2009–ongoing) *Continuing Services*
- > South Florida Regional Transit Authority—ADA Oversight for Design and Construction (2009–ongoing) *Continuing Services*
- > New York Metro—North Railroad On-Call ADA Compliance Consulting Services (2009–ongoing)
- > New York MTA/Metro-North Railroad ADA Compliance Design Review Services (2008–ongoing)
- > MacDill AFB Building 153 ADA design review (2008)
- > Albany, New York—NY5 corridor assessment (2007)
- > Messa, Arizona—Main Street Corridor assessment (2007)
- > Marine Corp Logistics Base, Albany, GA ADA assessment of 50 selected facilities project (2006)
- > Maryland Transit Administration Bus Stop ADA Design and Assessments (2005)



Office Location

Tampa, FL

Education

- > MS, Urban and Regional Planning, Florida State University
- > BA, History/International Affairs, Florida State University

Years of Experience

14

Years with Tindale Oliver

7

Certifications

- > AICP #18396
- > Florida LEED AP #10022958

Evan Johnson, AICP, LEED AP

Senior Project Manager

Project Role: Senior Parks Advisor

Evan is a Senior Project Manager on Tindale Oliver's Community Planning and Design Team. He has served on a variety of projects for both public and private sector clients, with a primary focus on urban development and redevelopment. He is experienced in planning for Community Redevelopment Areas (CRAs), corridor redevelopment, urban rezoning/site plan approvals, design guidelines, and comprehensive plan analysis and development. In addition to his project work at Tindale Oliver, Evan also remains active in professional organizations and currently sits on the Board of Directors of the Florida Redevelopment Association.

For your ADA Transition Plan, I will serve as the Senior Parks Advisor. My role is to review every violation and recommendation and ensure that parks are accessible and usable by the community at large and are consistent with each of the park's individual and unique characteristics.

Evan can be reached at (813) 224-8862, EJohnson@tindaleoliver.com.

Project Experience

Parks and Recreation

- > City of St. Cloud Centennial Park Master Plan (2016)
- > City of St. Cloud Citywide Trails Master Plan (2016)
- > Hernando/Citrus MPO Good Neighbor Trail Alternatives Analysis (2015)
- > Haines City Parks, Open Spaces, Recreation & Services Master Plan (Ongoing)
- > City of Casselberry Parks and Recreation Master Plan (Ongoing)
- > Charlotte County Parks and Recreation Master Plan (2015)
- > Lake County Parks, Recreation and Trails Master Plan Update (2016)

Community Planning/CRA Planning/Land Development Code

- > Ft. Lauderdale Uptown LUPA and Form Based Code (Ongoing)
- > Port St. Lucie Neighborhood Plans (Ongoing)
- > City of Doral Housing Master Plan (2017-2018)
- > Concord (NC) 2030 Land Use Plan Update (2017-2018)
- > Ocoee Downtown Master Plan (2016)
- > Orange County Fiscal Sustainability Study—Cost of Infrastructure (2015-2016)
- > Lakeland East Main Street Economic Development Strategic Action Plan (2015)
- > St. Pete Beach CRA Plan Update (2015)
- > Longboat Key Town Center Master Plan and Overlay (2014-2015)
- > Pinellas Planning Council Countywide Comprehensive Plan Update (2013-2015)
- > Edgewater CRA Finding of Necessity and CRA Plan (2013-2014)
- > Kissimmee CRA Master Plan Update and Design Guidelines (2012-2014)
- > Gainesville CRA Finding of Necessity Studies (2008, 2010, 2011, 2014)
- > St. Petersburg Old Southeast Neighborhood Plan (2012 - 2013)



Ines Nizeye

ADA Compliance Architect

Project Role: ADA Compliance Architect

Education

- > MA, City and Regional Planning, University of Memphis (2015)
- > BA, Architectural Studies, University of Arkansas (2013)

Years of Experience

<4

Years with Tindale Oliver

<1

Certifications

ICC Certified AI/PE Candidate (Expected 12/1/18)

Activities/Organizations

- > Organizer – Strategies and Techniques for Planners—APA, FL Suncoast Section February 2018
- > NPC18 (National Planning Conference), Managing Change in Communities, Proposal Reviewer, September 2017
- > President, Planning Student Organization, City and Regional Planning, University of Memphis, 2013–2014

Ines recently joined Tindale Oliver after working for two years as a Planner for the Pasco County (Florida) Planning and Development Department, where she was responsible for reviewing the Transportation Needs Assessment for all Comprehensive Plan Amendment applications and reviewing Master Planned Unit Developments, Community Development Districts, variance requests, and Euclidean rezonings. Prior to joining Pasco County, she was a Planner for the Harry S. Truman Coordinating Council in Carl Junction, Missouri where she oversaw the implementation of Camp Crowder's Joint Land Use Study (JLUS). She also held various Planning Intern positions while attending the University of Memphis, including an internship with Prince George's County Planning Department in Maryland.

Ines is proficient in Visio, Adobe, SketchUp, AutoCAD, Revit, GIS, TransCAD, and SAS and is fluent in English, French, and Kinyarwanda.

For your ADA Transition Plan, I will assist in managing the day-to-day progress of the project. I will also be on site to perform the site assessments and the barrier mitigation. I will write your ADA Transition Plan as it pertains to Title II entities. I also will be available to advise your staff on your current and future ADA needs.

Ines can be reached at (443) 438-5392, INizeye@tindaleoliver.com.

Project Experience

- > Space Coast Area Transportation Planning Origination – ADA Transition Plan (2017–ongoing)
- > Sonic Drive-In Restaurants – ADA Transition Plan (2018)
- > Portland, ME – ADA Transition Plan (2017–ongoing)
- > Gaston County, North Carolina – ADA Transition Plan (2016–ongoing)
- > Maryland Transit Administration ADA Technical Consulting Services (2009–ongoing) *Continuing Services*
- > Manatee-Sarasota Long Range Transportation Plan (LRTP) - Demographic Research



Office Location
Fort Lauderdale, Florida

Education

- > Certified Public Manager, Florida State University (2016)
- > M.S., Engineering Management and Transportation, Florida International University (2012)
- > B.S., Civil Engineering, Pontifical Xavierian University, Colombia (2004)

Years of Experience

13

Years with Tindale Oliver

<1

Certifications

Florida P.E. #73046 (2011)

MAURICIO MICOLTA, P.E.

Director of Roadway Design

Project Role: GIS/CADD/Graphics Task Leader

Mauricio recently joined Tindale Oliver, bringing 13 years of experience working as a Senior Project Engineer in the transportation industry and 11 years with FDOT Districts 4 and 6 In-House Design and Office of Modal Development. His management responsibilities have included contract administration, supervision of design and technical staff, and quality control. He has in-depth knowledge of FDOT Standard Plans, FDOT Design Manual, Florida Green Book, Manual on Uniform Traffic Control Devices (MUTCD), AASHTO Policy on Geometric Design of Highways and Streets, and FDOT's Basis of Estimates, Flexible and Rigid Pavement Design Manuals, Drainage Manual, and CADD Manual.

Mauricio's background includes all aspects of 2D and 3D roadway design, modeling, and plans production in AutoCAD and Microstation platforms, from RRR projects to complex reconstruction projects, drainage improvement, and roadway restoration push-button projects. He has prepared multiple typical section packages, pavement design packages, design variations and exceptions, signing and pavement markings plans, Road Safety Audits (RSA), and traffic control plans.

For your ADA Transition Plan, I will serve as the GIS/CADD/Graphics Manager. My role will be to review every violation and recommendation and ensure that parks are accessible and usable by the community at large.

Mauricio can be reached at (954) 641-5680, MMicolta@tindaleoliver.com.

Project Experience

- > FDOT District 6 – I-395 D/B Viaduct Roadway Design (2018-ongoing)*
- > FDOT District 6 – SR 826/I-95 Widening Improvements Roadway Design (2018-ongoing)*
- > FDOT District 4 – I-95/Central Boulevard Interchange Roadway Design (2018-ongoing)*
- > FDOT District 4 – I-75 and Griffin Road Interchange Roadway Design (2017-ongoing)*
- > FDOT District 4 – Northwood and IRIS Rail Project (2013–2017)*
- > FDOT District 6 – SR 90/SW 8th Street Safety Project (2014–2016)*

**Work performed prior to joining Tindale Oliver*



Sarah Goolsby, GISP

Senior GIS Analyst/Planner

Project Role: GIS Specialist

Sarah has assisted with developing an alternatives evaluation methodology for the Cobb County 10X Implementation Plan and was involved in the survey analysis and results write-up for the Miami-Dade Transit Development Plan. Additionally, she has provided GIS support on a variety of other projects.

Prior to joining Tindale Oliver, Sarah was a GIS Analyst for Echologics, an acoustical engineering firm that specializes in water main condition assessment and leak detection. She also has public sector experience providing GIS support to various departments at Polk County and the Southwest Florida Water Management District. One of her major clients at Polk County was the Office of Planning and Development, where she assisted with mapping Comprehensive Plan Amendments and did various land use analyses.

For your ADA Transition Plan, I will assist the team by creating GIS maps of your existing facilities and geocoding the GPS data for each of the non-compliant items obtained in the assessment process.

Education

- > Graduate Certificate, GIS, University of South Florida
- > BS, Environmental Science & Policy, University of South Florida

Years of Experience

8

Years with Tindale Oliver

3

Certifications

GISP #67982



Amanda Harig

ADA Compliance Intern

Project Role: ADA Compliance Intern

Amanda recently joined Tindale Oliver as an intern in our ADA Compliance Solutions area. Her areas of focus include the development of ADA Transition Plans, bus stop accessibility and connectivity studies, and data collection. Her roles in ADA transition plans include the development of the ADA Transition plan format, creation of applicable maps using ArcMap 10.4, ADA compliance research, and data evaluation. Her project experience has allowed her to gain knowledge regarding accessibility requirements for infrastructure and transit stops.

For your ADA Transition Plan, I will assist the team by helping compile the non-compliant barriers to accessibility identified in the field and will assist with the creation of the ADA Transition Plans and barrier mitigation.

Amanda can be reached at (813) 224-8862, AHarig@tindaleoliver.com.

Project Experience

- > Lake County – General ADA Services (2018–ongoing) *Continuing Services*
- > Portland, ME – ADA Transition Plan (2017–ongoing)
- > Space Coast TPO – ADA Transition Plan (2017–ongoing)
- > LakeXpress ADA Transition Plan (2017–ongoing)
- > Gaston County, North Carolina – ADA Transition Plan (2016–ongoing)

Education

- > BS, Environment and Society, Minor in Urban and Regional Planning, Florida State University (2017)
- > MS, Urban and Regional Planning, University of South Florida (expected 2020)

Years of Experience

<1

Years with Tindale Oliver

<1



Laura Molennor

Senior Graphics/Web Designer

Project Role: Graphics Support

Laura's areas of expertise include graphic design, page and publication layout, web development and design, and multimedia software. She develops and contributes to the visual design of reports, proposals, presentations, brochures, signage, etc., on a daily basis. Her skills are integral to the public involvement activities of many Tindale Oliver projects through the creation of surveys, flyers, charts, and display boards, making them concise and easy to read. Her creative flair and expertise enhance all promotional collateral. Laura's ability to develop and conduct concepts from inception to completion are integral to Tindale Oliver's communications with clients, colleagues, government officials, and the public.

Education

- > BFA in Graphic Design, Academy of Design and Technology (2007)
- > AS in Graphic Design, Academy of Design and Technology (2005)

Years of Experience

11

Years with Tindale Oliver

10

Professional Affiliations

ALGA Tampa Bay

Project Experience

FDOT Support

- > FDOT District 7 Lead Graphics/Web designer (ongoing)
- > FDOT District 1 Commuter Services Lead Web Designer/Developer (ongoing)

Safety Educational Materials

- > High-Intensity Activated Crosswalk (HAWK) Tip Card (2015)
- > Bicycle and Pedestrian Safety Sidewalk Stencils (2015)
- > Lifesaver Conference Banners (2007-2013)
- > Recipes for the Road (2007-2013)
- > NOYS Teen RSA Notebooks/Guides (2012)

Public Involvement/Social Media

- > District 7 Walk/Bike Tampa Bay Coalition (2015)
- > District 7 Cyclovia Tampa Bay (2015)
- > SR7 Multimodal Improvements Corridor Study (2015)
- > Ocala/Marion TPO 2040 Long Range Transportation Plan (2015)
- > Hernando/Citrus 2040 Long Range Transportation Plan (2015)
- > District 7 Community Traffic Safety Teams Brand Development (2015)
- > Mobility 2040 Long Range Transportation Plan (2014)
- > Cobb County Transit Development Plan (2014)
- > Access Pasco (2013)
- > Charlotte Rides (2013)
- > Manatee County Connect (2013)

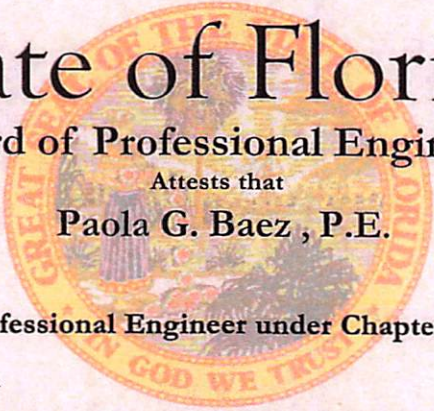

Safety Advertising Campaigns

- > D7 Local Agency Traffic Safety Academy (2013)
- > Flag Program (2011)
- > Battle of the Belts (2007-2011)
- > Pedestrian Safety Tips Bus Advertisement for 3 local transit agencies (PSTA, HART, and PCPT, 2010)
- > WalkWise Tampa Bay (2010)





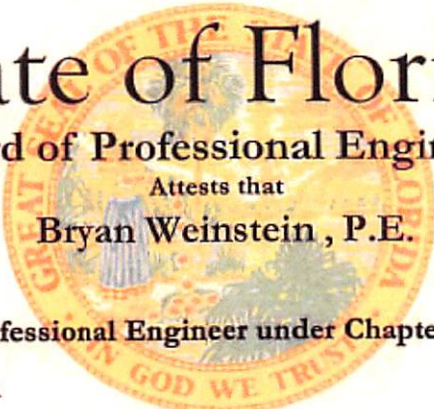

State of Florida
Board of Professional Engineers
 Attests that
Paola G. Baez , P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
 Expiration: 2/28/2019
 Audit No: 228201925689 R

P.E. Lic. No:
68552

State of Florida
Board of Professional Engineers
 Attests that
Bryan Weinstein , P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
 Expiration: 2/28/2019
 Audit No: 228201914765 R

P.E. Lic. No:
70704

State of Florida
Board of Professional Engineers
 Attests that
Mauricio Micolta , P.E.




Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
 Expiration: 2/28/2019
 Audit No: 228201912245

P.E. Lic. No:
73046



The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

Evan Ross Johnson

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 021801

August 13, 2007

PRESIDENT

EXECUTIVE DIRECTOR





October 23, 2017

Mr. Bryan Weinstein, PE, AI/PE
Project Manager/Senior ADA Compliance Engineer
Tindale Oliver
1000 N Ashley Drive, Suite 400
Tampa, FL 33602

Re: Lake County Parks and Trails ADA Transition Plan

Dear Mr. Weinstein:

We would like to thank you and your professional staff for the successful on time and on budget completion of Lake County's Parks and Trails ADA Transition Plan. Tindale Oliver's responsiveness, attention to detail, timeliness and knowledge has been greatly appreciated.

Your firm is extremely capable and has been consistently responsive to the Office of Parks and Trails. We look forward to your continued involvement in providing prompt, professional and well-conceived deliverables to Lake County as future tasks and services are required.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dwayne Henry".

Dwayne Henry
Recreation Coordinator



November 28, 2018

Evan Johnson, AICP, LEED AP
Tindale Oliver
1000 North Ashley Drive, Suite 400
Tampa, Florida 33602


Re: Tindale Oliver Letter of Recommendation

Dear Evan,

On behalf of the City of Doral, I am pleased to provide this letter of recommendation. We recently retained the Tindale Oliver team to complete a Workforce Housing Master Plan, which analyzed existing conditions and development trends to help us better understand how best to address housing affordability issues to support our economic development goals. The completed analysis provided us with a comprehensive understanding of current challenges, opportunities and provided us insight into policy and regulatory actions available to take a more proactive approach. The Workforce Housing Master Plan provided us with the data, the tools, and the implementation framework needed to make better decisions moving forward.

Throughout the planning process, you and your staff were always very professional, responsive, detail oriented, and timely with deliverables. Your firm is extremely capable and has been consistently responsive to our department. We look forward to your continued involvement in providing innovative planning solutions to the City of Doral as future services are required. It is truly a pleasure working with an exceptional group of professionals with an in-depth multi-disciplinary planning knowledge base.

Sincerely,


Julián H. Pérez, AICP, CFM
Planning and Zoning Director



Administration Office
401 S. Varr Avenue
Cocoa, FL 32922
Office: 321.635.7815
Fax: 321.633.1905



April 27, 2017

Bryan Weinstein, P.E., AI/PE
Project Manager/ADA Compliance Engineer
Tindale Oliver
Tampa Headquarters
1000 N. Ashley Dr., Suite 400
Tampa, FL 33602

Dear Mr. Weinstein,

Space Coast Area Transit selected Tindale Oliver to develop their ADA Transition Plan. Tindale Oliver has a great deal of experience and consistently demonstrated that by completing our Transition Plan in a timely way.

Mr. Weinstein and his staff has demonstrated a consistent ability to be highly responsive, ensure high quality deliverables, and deliver effective communication of complex information to the citizens and elected officials of Brevard County. I continue to enjoy our mutually beneficial partnership and look forward to continuing their partnership for many years to come.

Sincerely,

A handwritten signature in blue ink that reads "James P. Liesenfelt".

James P. Liesenfelt
Transit Director



Hernando/Citrus MPO

20 N. Main Street, Room 262
Brooksville, FL 34601
352-754-4057 Fax: 352-754-4420
www.HernandoCitrusMPO.us

April 17, 2017

Bryan Weinstein, P.E., AI/PE
Project Manager/ADA Compliance
1000 N. Ashley Dr., Suite 400
Tampa, FL 33602

RE: Letter of Recommendation

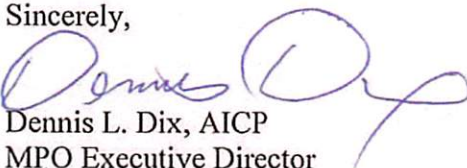
Dear Don and Bryan:

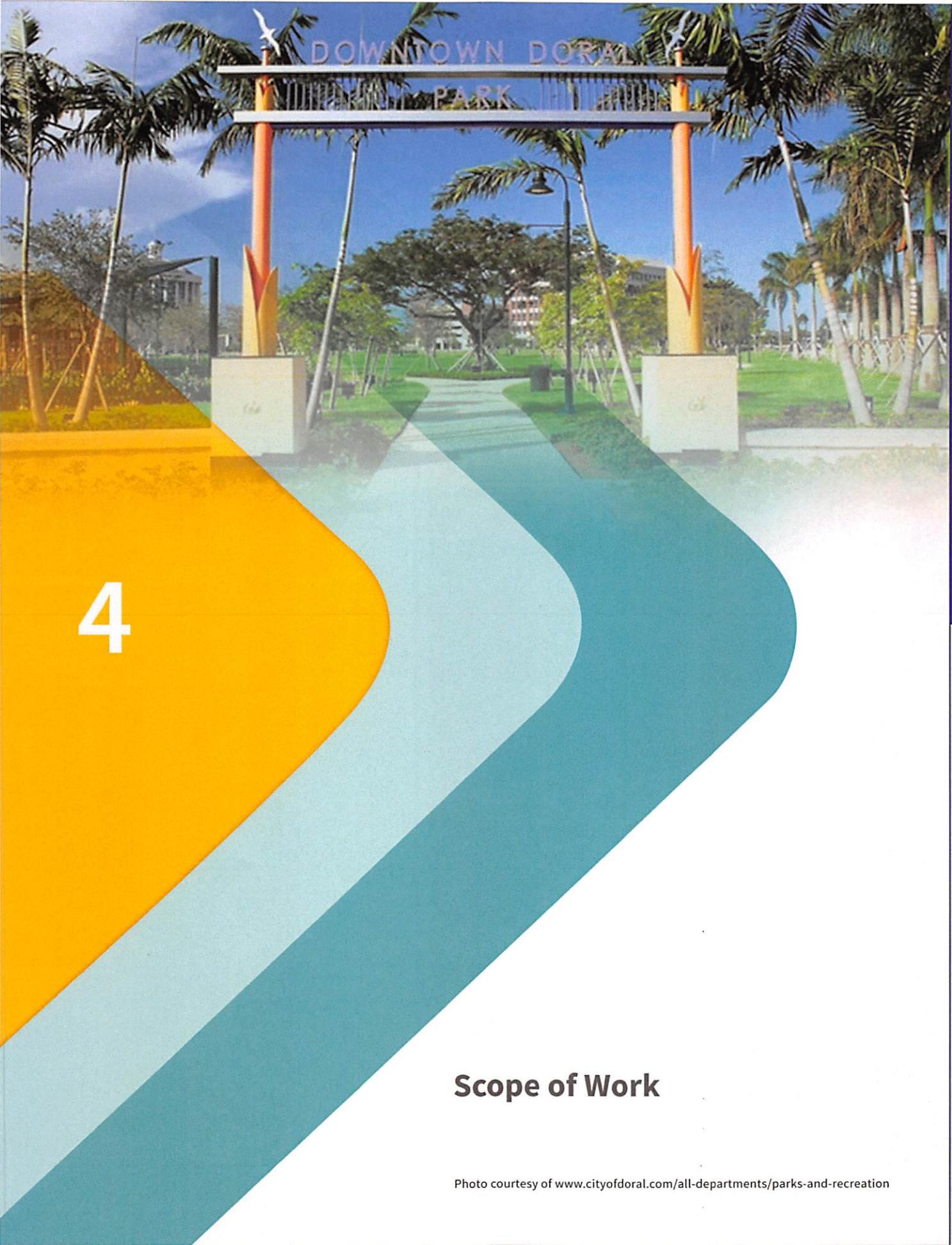
I want to express my appreciation for the work you and your firm have done for Hernando County on several projects, and in particular our ADA Transition Plan. Tindale Oliver has provided a very practical and insightful assessment of our accessibility issues and help standardize how we approach the mitigation of these barriers to accessibility. Your firm's knowledge and abilities in the ADA are an asset to us.

Thank you for your professionalism and concern for the future of Hernando County. We look forward to many more projects with Tindale Oliver.

We look forward to continued success moving forward.

Sincerely,


Dennis L. Dix, AICP
MPO Executive Director



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Scope of Work

Photo courtesy of www.cityofdoral.com/all-departments/parks-and-recreation



INTRODUCTION

The City of Doral is requesting assistance with conducting an ADA Accessibility Assessment of its seven parks and developing an ADA Transition Plan that will contain recommendations, cost estimates, and a remediation plan that enables the City to move to full compliance.

The plan will be created using information obtained through field assessments of the parks. Tindale Oliver will identify all issues and shortfalls preventing the City from being fully ADA compliant. To ensure that all 140 acres of the City’s 7 parks are readily accessible for persons with disabilities, the review will include park entrances and exits, parking, surrounding sidewalks, accessible routes, curb ramps, handrails, existing indoor and outdoor facilities, doors, restrooms, pavilions, playgrounds, play components, athletic fields, player and spectator seating, and other amenities.

For all our government clients, we ensure an easy and smooth transition, from our initial involvement to final implementation, allowing our recommendations to be brought to full fruition. To accomplish this, we will organize and prioritize our findings, reports, and recommendations in a manner that best accommodates your Parks & Recreation Department’s future work flows for implementation.

Tindale Oliver’s extensive experience serving government agencies, combined with our experience in implementing programs in the government sector, allows us to understand the challenges faced by government agencies and work within the restrictions they face. Our experience has been acquired across a large geographic area, strengthening our ability to provide a quality product for our clients across the US. We will work as an extension of City staff, representing the City and its ADA advocacy community and other interested parties. Together, we will deliver an ADA Transition Plan that will address accessibility challenges and provide quality solutions while maintaining the charm of Doral parks.

| DORAL PARKS | ACRES |
|----------------------|------------------|
| Doral Legacy Park | 18 acres |
| Doral Meadow Park | 14 acres |
| Morgan Levy Park | 14 acres |
| Trails & Trails Park | 8 acres |
| Veterans Park | 1 acres |
| Doral Central Park | 82 acres |
| Downtown Doral Park | 3 acres |
| Total | 140 acres |

PROJECT IMPLEMENTATION STRATEGIES

Tindale Oliver has worked with hundreds of municipalities and local governments over the past three decades on planning, engineering, and financial consulting services, and a common characteristic of all our clients is that they must do more and more with fewer and fewer resources.

To help the City of Doral achieve ADA compliance, we will organize the ADA Transition Plan to streamline implementation and use available resources to the greatest extent possible. To accomplish this, we will prioritize findings in a simple yet effective scheme that will allow the City to quickly identify an appropriate balance between addressing high-risk, high-cost and low-risk, low-cost issues. Through conversations with City staff, we will customize our reports with charts and tables that will allow the City to streamline the findings into already-established processes and practices for making park improvements.

SCOPE OF SERVICES

Task I: Kick-Off Meeting & Initial ADA Process Overview

Tindale Oliver will meet with City staff to review the tasks and project schedule, project expectations, and survey methodology and to identify project communication and decision procedures. Status meetings with City staff will be scheduled monthly, or more frequently as needed. We will recommend a basis for developing a rating system that prioritizes projects and improvements. The resulting prioritized list will be based on criteria coordinated with the City staff, such as cost of remediation, level of safety, level of accessibility, visitor usage, perceived future visitor usage, and construction already planned.

Task II: Park Assessments

Each park will be assessed for barriers to accessibility. These assessments will be performed by International Code Council certified Accessibility Inspectors/Plans Examiners. This certification is the only officially-recognized certification to establish ADA compliance expertise, verifying that our staff are qualified to assess facilities and plans for ADA compliance. Our inspectors will document each barrier to accessibility using tablets running our custom-designed software. GPS locations of each issue will be recorded, and multiple photographs will be taken. This barrier identification process will be performed throughout each park, identifying accessibility issues pertaining, but not limited, to accessible routes, public restrooms, accessible parking, sidewalks, curb ramps, player and spectator seating, drinking fountains, picnic tables, signage,



restrooms, protruding objects, reach range, athletic fields, surrounding sidewalks, and playgrounds.

Innovative Tools

All physical elements regulated by accessibility requirements will be measured. Non-compliant items will be included in a comprehensive ADA database. This will allow the City of Doral to have comprehensive accessibility information that may be available in the event of future ADA complaints. These data will be collected using our facility assessment application and sent electronically to our secure servers for backup. All collected data will be rigorously quality-controlled and analyzed before being included in the reports.

Our custom Android facility assessment app will be used to enter measurements and collect compliance information while in the field. Photos, measurements, and descriptions will be linked in a comprehensive Access database via unique item identifiers for easy tracking. This database can later be adopted by the City to continue tracking progress of the implementation of items through program funding, design, and construction. The facility assessment app is pre-programmed with a data structure tailored for ADA assessments of facilities of these types. The resulting database will be provided at the end of the project in any data format requested and may also be made available via a GIS portal hosted by Tindale Oliver such that the City may see compliant and non-compliant features on a GIS-based mapping application.



Tindale Oliver's custom Android app allows for faster and more accurate data collection.

Faster Data Collection Process

In the interest of cost savings, we have outfitted a miniature computer with an integrated inclinometer, camera, and GPS that can be attached to a wheelchair or attached to a specially-designed cart pulled by a bicycle or person. This

unique data collection method allows us to instantly record the running slope and cross slope of an accessible route, such as a sidewalk or a paved trail, quickly and automatically. At the same time, we can continuously take GPS points and photographs of the route for further review and can provide the City with a GIS map showing the areas of an accessible route where slopes exceed the ADA standards.

The data obtained from the assessments will be compiled into a usable and easily-accessible format such as GIS and/or Excel. These data will include all photos and attributes of the assessed infrastructure and barriers to accessibility.

Task III: Barriers Report

Individual reports for each of the City's seven parks will be developed. Each report will include a list of existing physical barriers to accessibility for each park. The barriers to



Our wheeled right-of-way assessment cart can take photos, slope, and GPS readings, allowing quick assessment of miles of sidewalks and paved trails.

accessibility will be described, their GPS point recorded, and supplementary photographs provided. The specific ADA or FAC code in violation will be noted as will be the proposed steps needed to mitigate the barrier. As described in the following tasks, the estimated cost of mitigation and barrier severity will be noted. The reports may include digital images, 2D and 3D sketches, maps, and diagrams to emphasize the ADA requirements and subsequent solutions to barrier removal.

Task IV: Cost Estimates

The report will include a database, in Excel and/or GIS formats, containing all data collected. Preliminary cost estimates will be developed for each barrier to accessibility using data obtained by the City and supplemented with industry standards. After the individual cost estimates are



developed, summary tables will be generated detailing estimated costs for each park and aggregated for each general type of barrier to accessibility throughout all of the City's parks.

Task V: Remediation Plan

A Remediation Plan for the first three years will be developed based on the City's priorities and anticipated budget. Tindale Oliver will meet with City staff to determine mitigation priorities, and suggested improvements will be ranked. Items that can and should be addressed immediately at a low cost (quick fixes) will have a higher priority than more expensive and less severe items.

Task VI: Final Report

The final ADA Transition Plan document will be provided to City staff. A project executive summary will be developed discussing the necessity for the ADA Transition Plan, the processes used to develop the Plan, a summary of statistics of the barriers to accessibility, and a general time frame for remediation.

As an additional service, Tindale Oliver can present the final ADA Transition Plan to the Mayor and the City Council for their consideration, discussion, and adoption.

The draft and final reports and databases will include each non-compliant element grouped by cost estimate and

severity. Cost estimates for individual mitigation items and a total cost will be developed.

An Excel database of the existing facilities and their ADA barriers to accessibility will be developed and converted into a GIS shapefile. Information collected during the assessments and developed in the field survey reports and ADA Transition Plan document, such as ranking, priorities, severity of barrier, perceived safety risk, and estimated cost of mitigation, will be included in these databases.

PROJECT SCHEDULE

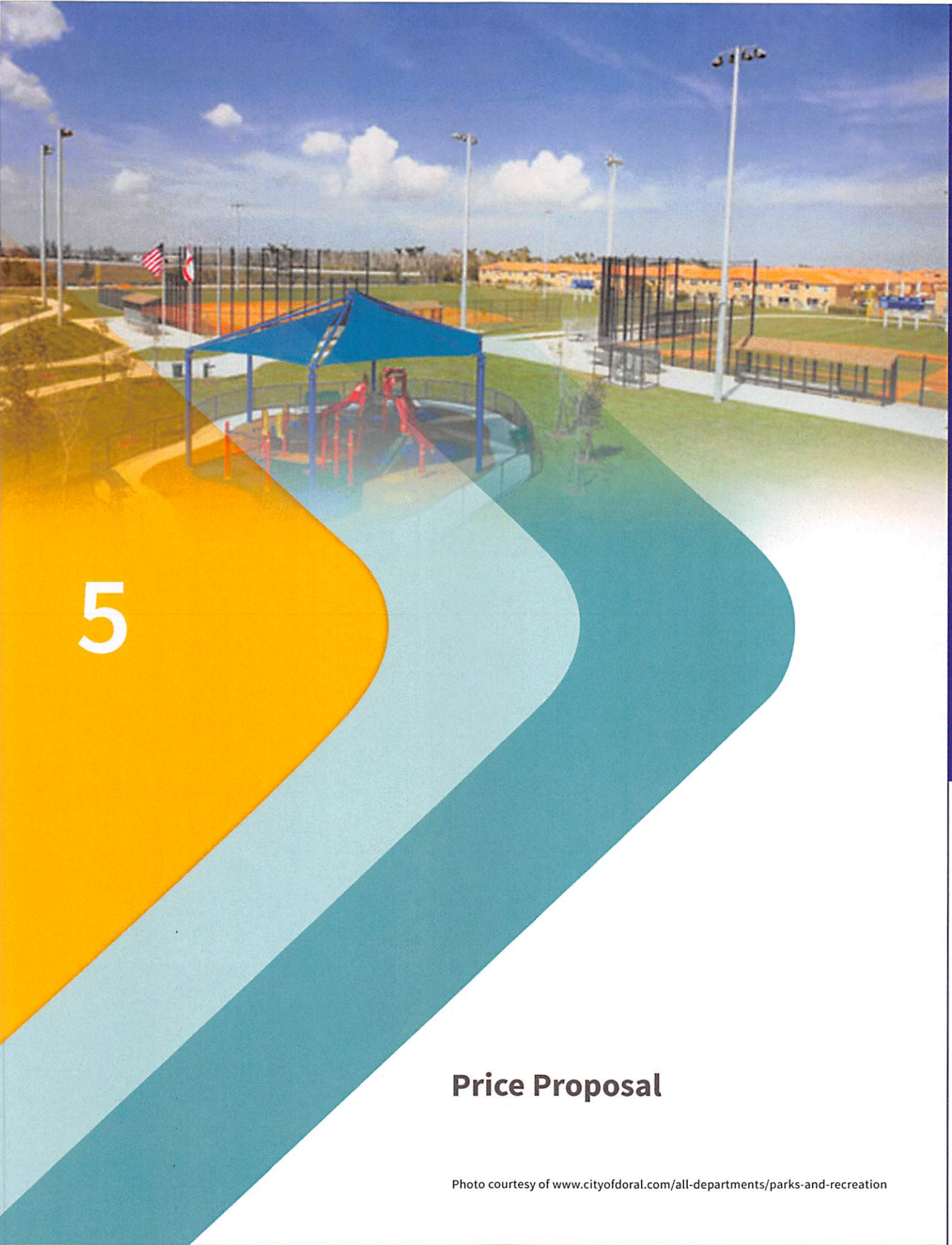
The proposed timeline assumes that the start of contract will take place at the end of January 2019, with a project kick-off meeting taking place the first week of February. Therefore, based on this schedule, barring any unforeseen issues, the final ADA Transition Plan report and associated presentations will be completed by March 31, 2019. This timeline can be adjusted based on the City's priorities.

Tindale Oliver pledges to dedicate the required resources to keep the project on schedule and within budget. Our Management Team also will anticipate and remediate, as necessary, to ensure that the critical path of the project is not disrupted. Regular internal project team meetings and weekly client briefings will allow for the appropriate adjustments to be made to keep the project on track.

City of Doral ADA Accessibility Assessment Tindale Oliver Proposed 2019 Project Schedule

| TASK DESCRIPTION | 2019 | | | Total Man-Hours |
|--|---------|----------|-------|-----------------|
| | January | February | March | |
| <i>Kick-Off Meeting & Initial ADA Process Overview</i> | | | | 27 |
| <i>Park Assessments</i> | | | | 145 |
| <i>Barriers Report</i> | | | | 255 |
| <i>Cost Estimates</i> | | | | 25 |
| <i>Remediation Plan</i> | | | | 45 |
| <i>Final Report and Documents</i> | | | | 20 |

Task Duration



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Price Proposal

Photo courtesy of www.cityofdoral.com/all-departments/parks-and-recreation



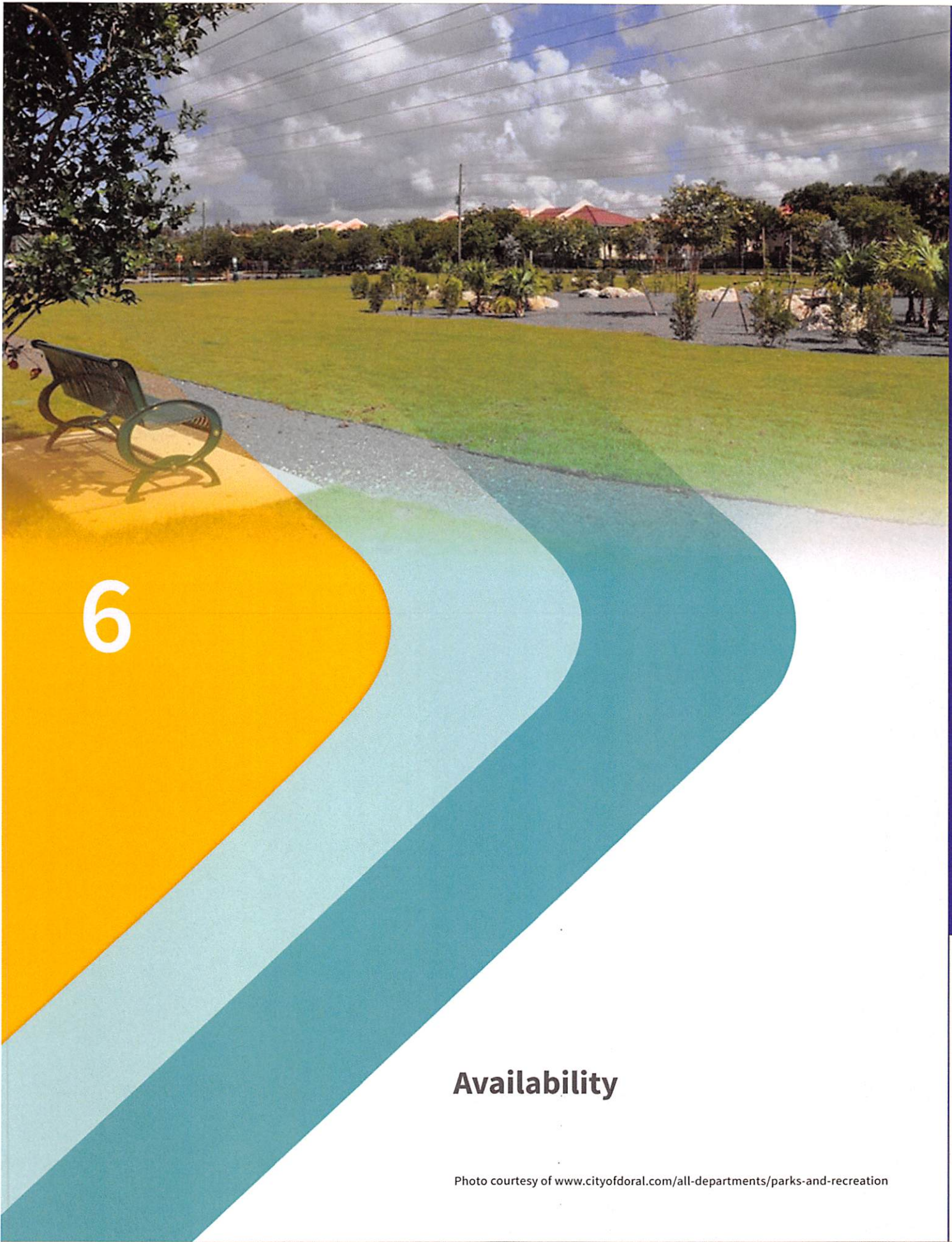
PROPOSED PROJECT BUDGET

In accordance with RFP # 2018-31, A detailed man-hour breakdown by facility and staff, along with staff hourly rates, is included as a separate attachment to this proposal response.

RFP #2018-31, Section 3.16, Tab 5 - City of Doral ADA Transition Plan Update

Tindale Oliver Team Man-Hour Breakdown

| Park | Total Man-Hours | Cost |
|---------------------|-----------------|------------------|
| Doral Central Park | 62 | \$ 7,409 |
| Doral Legacy Park | 165 | \$ 19,758 |
| Morgan Levy Park | 83 | \$ 9,879 |
| Doral Meadow Park | 83 | \$ 9,879 |
| Veterans Park | 41 | \$ 4,940 |
| Trails & Tails Park | 62 | \$ 7,409 |
| Downtown Doral Park | 21 | \$ 2,470 |
| Total | 517 | \$ 61,744 |



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Availability

Photo courtesy of www.cityofdoral.com/all-departments/parks-and-recreation



AVAILABILITY OF PROPOSED STAFF







The chart below shows the current workload of each proposed staff member and the approximate amount of time per week that each member can dedicate to the City of Doral ADA Accessibility Assessment project.

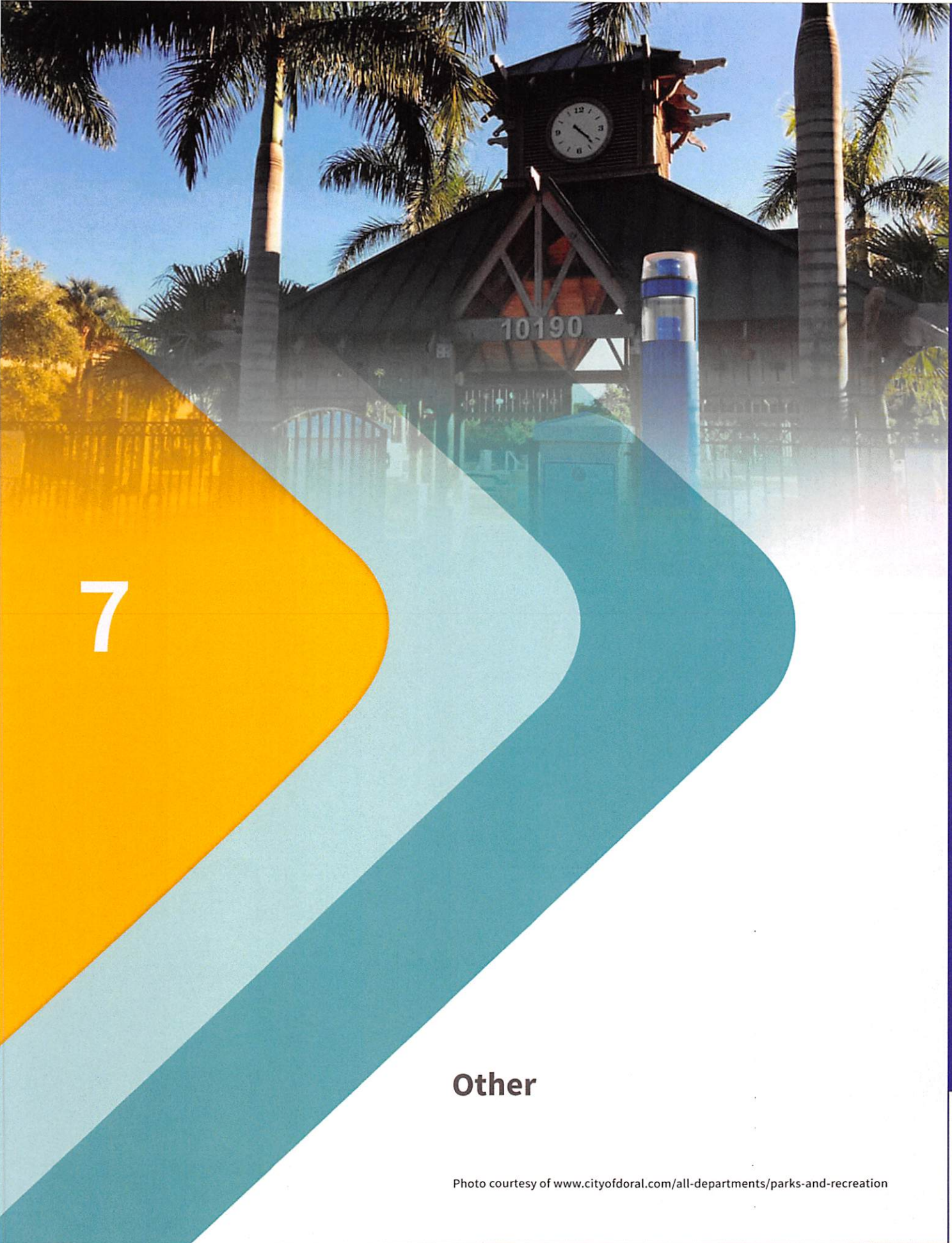


Key Project Assignments



% Time Available for City of Doral

| | | | |
|---|--|--|------------|
|  | Paola G. Baez, P.E. <i>Director-in-Charge/QA-QC</i> | <ul style="list-style-type: none"> > Director-in-Charge > QA/QC for ADA Transition Plan | 20% |
|  | Bryan Weinstein, P.E., AI/PE <i>Project Manager</i> | <ul style="list-style-type: none"> > Self-Evaluation of City Parks > Barrier Mitigation, Costing, and Prioritization. > Development of Transition Plan | 80% |
|  | Evan Johnson, AICP, LEED AP <i>Senior Park Advisor</i> | <ul style="list-style-type: none"> > Self-Evaluation of City Parks > Barrier Mitigation, Costing, and Prioritization > Development of ADA Transition Plan | 60% |
|  | Don Kloehn, AI/PE <i>Senior ADA Advisor</i> | <ul style="list-style-type: none"> > Barrier Mitigation, Costing, and Prioritization > Development of ADA Transition Plan | 40% |
|  | Mauricio Micolta, P.E. <i>Task Leader</i> | <ul style="list-style-type: none"> > GIS, CADD, and Graphics | 40% |
|  | Ines Nizeye <i>ADA Architect</i> | <ul style="list-style-type: none"> > Barrier Mitigation, Costing, and Prioritization > Development of ADA Transition Plan | 50% |
|  | Sarah Goolsby, GIS Planner | <ul style="list-style-type: none"> > GIS, CADD, and Graphics | 50% |
|  | Laura Molennor <i>Graphic Designer</i> | <ul style="list-style-type: none"> > GIS, CADD, and Graphics | 50% |
|  | Amanda Harig <i>ADA Intern</i> | <ul style="list-style-type: none"> > Self-Evaluation of City Parks > Barrier Mitigation, Costing, and Prioritization. > Development of ADA Transition Plan | 60% |



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Other

Photo courtesy of www.cityofdoral.com/all-departments/parks-and-recreation



LITIGATION SUMMARY

Tindale Oliver has no past, pending, or present litigation, arbitration, or dispute relating to the services described herein, nor has Tindale Oliver been involved in any litigation. In addition, no claims have been made against our errors and omissions insurance carrier for any service rendered, nor for any other purpose.

REQUIRED FORMS AND DOCUMENTATION

In accordance with RFP # 2018-31, the following forms and documents are included in this section:

- > Bid Submittal Form
- > Bidder Information Worksheet
- > Bidder Qualification Statement
- > Business Entity Affidavit
- > Non-Collusion Affidavit
- > No-Contingency Affidavit
- > ADA Disability Non-Discrimination Statement
- > Public Entity Crimes Statement
- > Drug-Free Workplace Program
- > Copeland Act Anti-Kickback Affidavit
- > Equal Employment Opportunity Certification
- > Code of Silence Certification
- > Tie Bids Certification
- > Respondent's Certification
- > Certificate of Authority
- > Acknowledgement of Conformance with OSHA Standards
- > Tindale Oliver Corporate Business License
- > Tindale Oliver State of Florida Certificate of Corporate Status
- > Tindale Oliver Broward County Local Business Tax Receipt
- > Tindale Oliver City of Fort Lauderdale Business Tax Receipt
- > Tindale Oliver Certificate of Insurance

SECTION 4 – BID SUBMITTAL FORM: RFP# 2018-31

(Adjust and simplify as required by commodity being purchased)

THIS PROPOSAL IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City’s Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

| | |
|--------------------|--------------|
| Addendum No. _____ | Dated: _____ |
| Addendum No. _____ | Dated: _____ |
| Addendum No. _____ | Dated: _____ |
| Addendum No. _____ | Dated: _____ |

- (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
 5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
 6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
 7. Communications concerning this Proposal shall be addressed to:

Bidder: Tindale-Oliver and Associates, Inc., dba Tindale Oliver

Address: 6301 NW 5th Way, Suite 2700
Ft. Lauderdale, FL 33309

Telephone (954) 641-5680

Facsimile Number (813) 226-2106

Attention: William L. Ball, AICP, Chief Operating Officer



8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY December 7th _____, 2018 _____.

Person Authorized to sign Proposal: William L. Ball _____ (Signature)
William L. Ball, AICP _____ (Print Name)
Chief Operating Officer _____ (Title)

Company Name: Tindale-Oliver and Associates, Inc., dba Tindale Oliver _____

Company Address: 6301 NW 5th Way, Suite 2700, Ft. Lauderdale, FL 33309 _____

Phone: (954) 641-5680 _____

Fax: (813) 226-2106 _____

Email: Bball@tindaleoliver.com _____

BIDDER INFORMATION WORKSHEET
RFP# 2018-31

COMPANY/AGENCY/FIRM NAME: Tindale-Oliver and Associates, Inc., dba Tindale Oliver

ADDRESS: 6301 NW 5th Way, Suite 2700, Ft. Lauderdale, FL 33309

BUSINESS EMAIL ADDRESS: Bball@tindaleoliver.com **PHONE No.:** (954) 641-5680

CONTACT PERSON & TITLE: William L. Ball, AICP, Chief Operating Officer

CONTACT EMAIL ADDRESS: Bball@tindaleoliver.com **PHONE No.:** (954) 641-5680

BUSINESS HOURS: Monday - Friday 8am - 5pm

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER

DATE BUSINESS WAS ORGANIZED/INCORPORATED: February 13, 1989

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

1000 N. Ashley Dr., Suite 400, Tampa, FL 33602 (Project Support)

1010 Park Avenue, Suite 104, Baltimore, MD 21201 (Project Support)

INDIVIDUAL(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

Steven A. Tindale Chief Executive Officer (813) 224-8862

(First, Last Name) (Title) (Contact Phone Number)

Joel Rey Vice President (813) 224-8862

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

CONTACT'S SIGNATURE:  **DATE:** December 7, 2018
William L. Ball, AICP

BIDDER QUALIFICATION STATEMENT

RFP# 2018-31

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location Lake County (FL) Parks & Trails Master Plan, Lake County, FL
Owner Name Lake County, Florida
Contact Person Dwayne Henry, Recreation Coordinator
Contact Telephone No. (352) 742-3864
Email Address: DHenry@lakecountyfl.gov
Yearly Budget/Cost \$124,949
Dates of Contract From: 8/2015 To: 8/2017

2. Project Name/Location City of Doral Workforce Housing Assessment, Doral, FL
Owner Name City of Doral, Florida
Contact Person Julian Perez, AICP, CFM, Planning and Zoning Director
Contact Telephone No. (305) 593-6630
Email Address: Julian.Perez@cityofdoral.com
Yearly Budget/Cost \$69,979.36

Dates of Contract From: 5/2017 To: 4/2018

3. Project Name/Location Space Coast TPO ADA Transition Plan, Brevard County

Owner Name Brevard County, Florida

Contact Person Sarah Kraum, Multi-Modal Program Specialist

Contact Telephone No. (321) 690-6890

Email Address: Sarah.kraum@brevardfl.gov

Yearly Budget/Cost \$243,361

Dates of Contract From: 11/17 To: Ongoing

END OF SECTION

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

RFP# 2018-31

I, William L. Ball, AICP, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

59-2929811

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Tindale-Oliver and Associates, Inc

Name of Entity, Individual, Partners, or Corporation

Tindale Oliver

Doing business as, if same as above, leave blank

6301 NW 5th Way, Suite 2700, Ft. Lauderdale, FL 33309

STREET ADDRESS

SUITE

CITY

STATE

ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership</u> |
|-------------------------|--|------------------|
| <u>Steve A. Tindale</u> | <u>1000 N. Ashley Drive, Suite 400, Tampa, FL 33602</u> | <u>47.51 %</u> |
| <u>William L. Ball</u> | <u>6301 NW 5th Way, Suite 2700, Ft. Lauderdale, FL 33309</u> | <u>25.92 %</u> |
| <u>Nilgün Kamp</u> | <u>1000 N. Ashley Drive, Suite 400, Tampa, FL 33602</u> | <u>5.59 %</u> |

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal,

equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

William L. Ball
Signature of Affiant

December 7, 2018
Date

William L. Ball, AICP
Printed Name of Affiant

Sworn to and subscribed before me this 7th day of December, 2018.

Personally known X

OR

Produced identification _____

Notary Public-State of Florida

Type of Identification

My commission expires: 6/22/19



Susan M. Boda
Printed, typed, or stamped commissioned name of Notary Public

Susan M. Boda

NON-COLLUSION AFFIDAVIT

RFP# 2018-31

State of Florida)
) SS
County of Hillsborough)

BEFORE ME, the undersigned authority, personally appeared William L. Ball, AICP, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the Chief Operating Officer

(Owner, Partner, Officer, Representative or Agent) of Tindale-Oliver and Associates, Inc., the BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

By: 
Print Name: William L. Ball, AICP

SWORN TO AND SUBSCRIBED before me this 7th day of December, 2018 by William L. Ball, AICP, who is personally known to me, or has produced _____ as identification.

Susan M. Boda

Notary Public
State of Florida at Large

My Commission Expires: 6/22/19
My Commission Number:



**NO CONTINGENCY AFFIDAVIT
RFP# 2018-31**

State of Florida)
) SS
County of Hillsborough)

BEFORE ME, the undersigned authority, personally appeared William L. Ball, AICP, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are Chief Operating Officer (Owner, Partner, Officer, Representative or Agent) of Tindale-Oliver and Associates, Inc., the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: *William L. Ball*
Print Name: William L. Ball, AICP

SWORN TO AND SUBSCRIBED before me this 7th day of December, 2018 by William L. Ball, AICP who is personally known to me or has produced _____ as identification.



Susan M. Boda
Notary Public
State of Florida at Large

My Commission Expires: 6/22/19
My Commission Number:

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

RFP# 2018-31

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: William L. Ball, AICP, Chief Operating Officer
(print individual's name and title)

for: Tindale-Oliver and Associates, Inc., dba Tindale Oliver
(print name of entity submitting sworn statement)

whose business address is: 6301 NW 5th Way, Suite 2700, Ft. Lauderdale, FL 33309

and (if applicable) its Federal Employer Number (FEIN) is:
59-2929811

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

William J Ball

SIGNATURE

Sworn to and subscribed before me this 7th day of December, 2018.

Personally known X

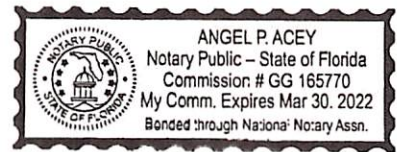
OR

Produced Identification _____

Notary Public- State of Florida

My commission expires: March 30, 2022

Angel P. Acey
Printed, typed, or stamped commissioned name of Notary Public



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFP# 2018-31

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Doral
by William L. Ball, AICP
for Tindale-Oliver and Associates, Inc., dba Tindale Oliver whose business
address is 6301 NW 5th Way, Suite 2700, Ft. Lauderdale, FL 33309 and (if applicable) its
Federal Employer Identification number (FEIN) is 59-2929811 (IF the entity had no FEIN, include the
Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: William L. Ball

(Printed Name) William L. Ball, AICP

(Title) Chief Operating Officer

Sworn to and subscribed before me this 7th day of December, 2018

Personally known X Or Produced Identification

Notary Public - State of Florida My Commission

Expires June 22, 2019

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

Susan M. Boda



DRUG-FREE WORKPLACE PROGRAM

RFP# 2018-31

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that Tindale-Oliver and Associates, Inc., dba Tindale Oliver does:

(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

William L. Ball, AICP, Chief Operating Officer

December 7, 2018

Name and Title

Date

William L. Ball

Signature

Tindale-Oliver and Associates, Inc., dba Tindale Oliver

Firm

6301 NW 5th Way, Suite 2700, Ft. Lauderdale, FL 33309

Street address

City, State, Zip

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
RFP# 2018-31

I, William L. Ball, AICP, Chief Operating Officer
(Individual's Name) (Title)

of the Tindale-Oliver and Associates, Inc., dba Tindale Oliver; do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

William L. Ball
Individual's Signature

December 7, 2018
Date

**CONE OF SILENCE CERTIFICATION
RFP# 2018-31**

I, William L. Ball, AICP, Chief Operating Officer
(Individual's Name) (Title)

of the Tindale-Oliver and Associates, Inc., dba Tindale Oliver do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

December 7, 2018

Date

TIE BIDS CERTIFICATION
RFP# 2018-31

I, William L. Ball, AICP, Chief Operating Officer
(Individual's Name) (Title)

of the Tindale-Oliver and Associates, Inc., dba Tindale Oliver, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

December 7, 2018

Date

RESPONDENT'S CERTIFICATION
RFP# 2018-31

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Tindale-Oliver and Associates, Inc., dba Tindale Oliver
Name of Business

By:

Sworn to and subscribed before me
this 7th day of December, 2018

William L. Ball
Signature
William L. Ball, AICP, Chief Operating Officer
Name and Title, Typed or Printed
6301 NW 5th Way, Suite 2700
Mailing Address
Ft. Lauderdale, FL 33309
City, State and Zip Code
(954) 641-5680
Telephone Number

Susan M. Boda
Notary Public
STATE OF Florida
June 22, 2019
My Commission Expires



**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We Tindale-Oliver and Associates, Inc., dba Tindale Oliver, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, Office Furniture, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

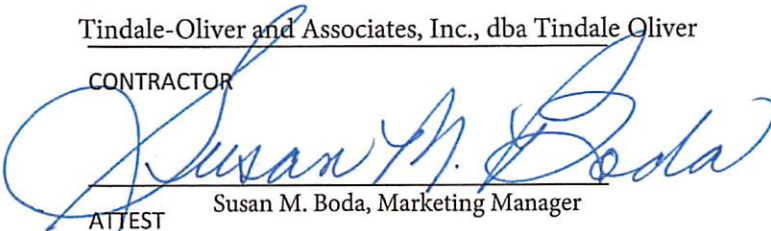
N/A

(Subcontractor's Names)

_____ to comply with such act or regulation.

Tindale-Oliver and Associates, Inc., dba Tindale Oliver

CONTRACTOR


ATTEST Susan M. Boda, Marketing Manager

BY 
William L. Ball, AICP, Chief Operating Officer

END OF SECTION



State of Florida

Board of Professional Engineers

Attests that

Tindale-Oliver & Associates, Inc.



Is authorized under the provisions of Section 471.022, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902675 R

CA Lic. No:

5249

State of Florida Department of State

I certify from the records of this office that TINDALE-OLIVER & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 13, 1989.

The document number of this corporation is K58299.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 2, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of January, 2018*



Ken Detmer
Secretary of State

Tracking Number: CC9739852873

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

| | | | |
|---|---------------------|-------------------------------------|------------------------|
| DBA: PAOLA G BAEZ | | Receipt #: 315-281361 | |
| Business Name: PAOLA G BAEZ | | Business Type: ENGINEER | |
| Owner Name: TINDALE-OLIVER & ASSOCIATES INC | | Business Opened: 12/23/2016 | |
| Business Location: 6301 NW 5 WAY STR 2700 FT LAUDERDALE | | State/County/Cert/Reg: 68552 | |
| Business Phone: 954-641-5680 | | Exemption Code: | |
| Rooms | Seats | Employees | Machines |
| | | 6 | |
| Number of Machines: For vending business only | | | |
| Vending Type: | | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty |
| 37.50 | 3.75 | 0.00 | 0.00 |
| | | | Prior Years |
| | | | 0.00 |
| | | | Collection Cost |
| | | | 0.00 |
| | | | Total Paid |
| | | | 41.25 |

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

TINDALE-OLIVER & ASSOCIATES INC
1000 N ASHLEY DRIVE
SUITE 400
TAMPA, FL 33602

Receipt #108-17-00005130
Paid 09/28/2018 41.25

2018 - 2019



CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION BUSINESS TAX YEAR 2018-2019

100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
(954) 828-5195



Business ID: 1800006 Business Name: BAEZ, PAOLA
Business Address: 6301 NW 5 WAY # 2700
Tax Category: ENGINEER Tax#: 745183 Fee:

BAEZ, PAOLA
TINDALE-OLIVER & ASSOCIATES INC
1000 N ASHLEY DR # 400
TAMPA, FL 33602

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1800006
Tax Number: 745183
Business Name: BAEZ, PAOLA
Business Address: 6301 NW 5 WAY # 2700
Business Contact: BAEZ, PAOLA

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
Phone (954)828-5195 | Fax (954)828-5981
www.fortlauderdale.gov

Rev. 06/2018



Client#: 1048400

TINDAOLI1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607 813 321-7500 | | CONTACT NAME: PHONE (A.C. No. Ext): 813 321-7500 FAX (A.C. No.): E-MAIL ADDRESS: | | | | | | | | | | | | | | | |
|--|--------|--|--|-------------------------------|--------|--|-------|---|-------|---------------------------------------|-------|--|-------|---|-------|-------------|--|
| INSURED Tindale-Oliver & Associates, Inc. 1000 N Ashley Dr., Suite 400 Tampa, FL 33602 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Commerce & Industry Insurance Co.</td> <td>19410</td> </tr> <tr> <td>INSURER C : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Property Cas. Co. of America | 25674 | INSURER B : Commerce & Industry Insurance Co. | 19410 | INSURER C : Phoenix Insurance Company | 25623 | INSURER D : XL Specialty Insurance Company | 37885 | INSURER E : Travelers Indemnity Company of CT | 25682 | INSURER F : | |
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| INSURER F : | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | 6807H273337 | 02/24/2018 | 02/24/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| E | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | X | BA8130L506 | 02/24/2018 | 02/24/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$0 | X | X | BE020618958 | 02/24/2018 | 02/24/2019 | EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | X | UB4J130261 | 09/01/2018 | 09/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000 |
| D | Professional Liability | | | DPR9924151 | 04/20/2018 | 04/20/2019 | \$2,000,000 per claim \$2,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability coverage is written on a claims-made basis.

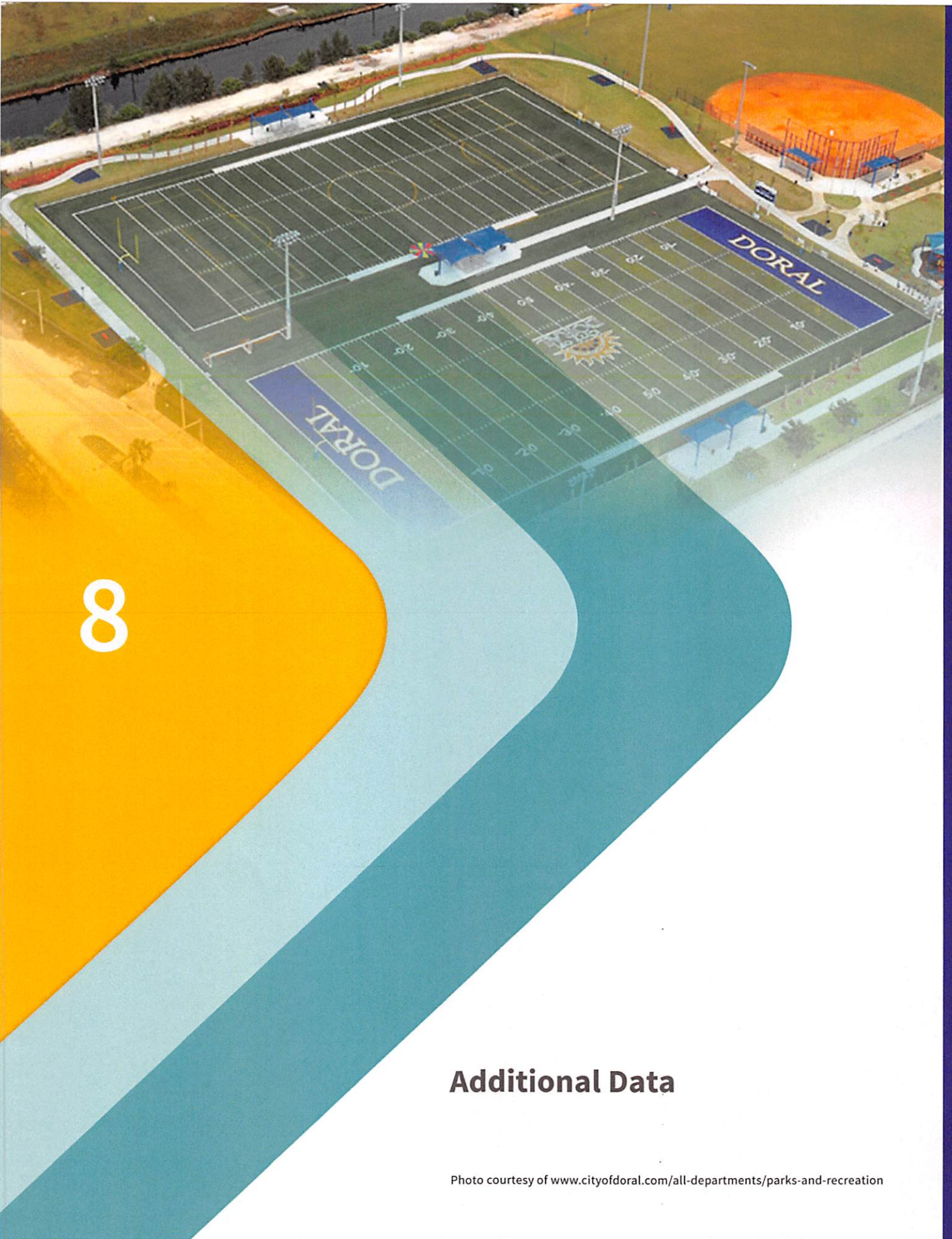
| | |
|---|--|
| CERTIFICATE HOLDER FOR PROPOSAL PURPOSES | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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ACORD 25 (2016/03) 1 of 1 #S23742649/M23742583

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Additional Data

Photo courtesy of www.cityofdoral.com/all-departments/parks-and-recreation



ADDITIONAL DATA

Tindale Oliver is submitting this proposal in response to RFP #2018-31 to serve as extended staff to the City of Doral in assessing its seven parks. We believe our firm is the most qualified to deliver an excellent ADA Transition Plan that will be used for the City to reach full ADA compliance. Following are reasons indicating why our team and project approach are the most advantageous to the City:

- > **Experience:** Tindale Oliver has 20+ years of experience consulting with municipalities on ADA Transition Plans of similar size and scope to the City of Doral's Parks ADA Assessment. As demonstrated in the Qualifications and Experience tab, we have successfully completed numerous Transition Plans for cities and counties that vary in geographic size and ADA needs, the majority of which have been adopted and implemented or are in the process of being implemented.
- > **Certifications:** Two Tindale Oliver staff members hold Accessibility Inspector/Plans Examiner (AI/PE) certifications from the International Code Council (ICC), the only official-recognized certification to establish ADA compliance expertise, verifying that they are highly-qualified to assess facilities and plans and offer viable solutions for ADA compliance.
- > **Local Presence: and Relationship with City of Doral:** Tindale Oliver expanded its Florida presence in 2010 when we opened our Fort Lauderdale office, and we have developed an excellent working relationship with the City of Doral. Our staff are currently involved with the City's housing study based on the housing shortage that has been plaguing the City. As a first step to resolving this housing issue, the City contracted with Tindale

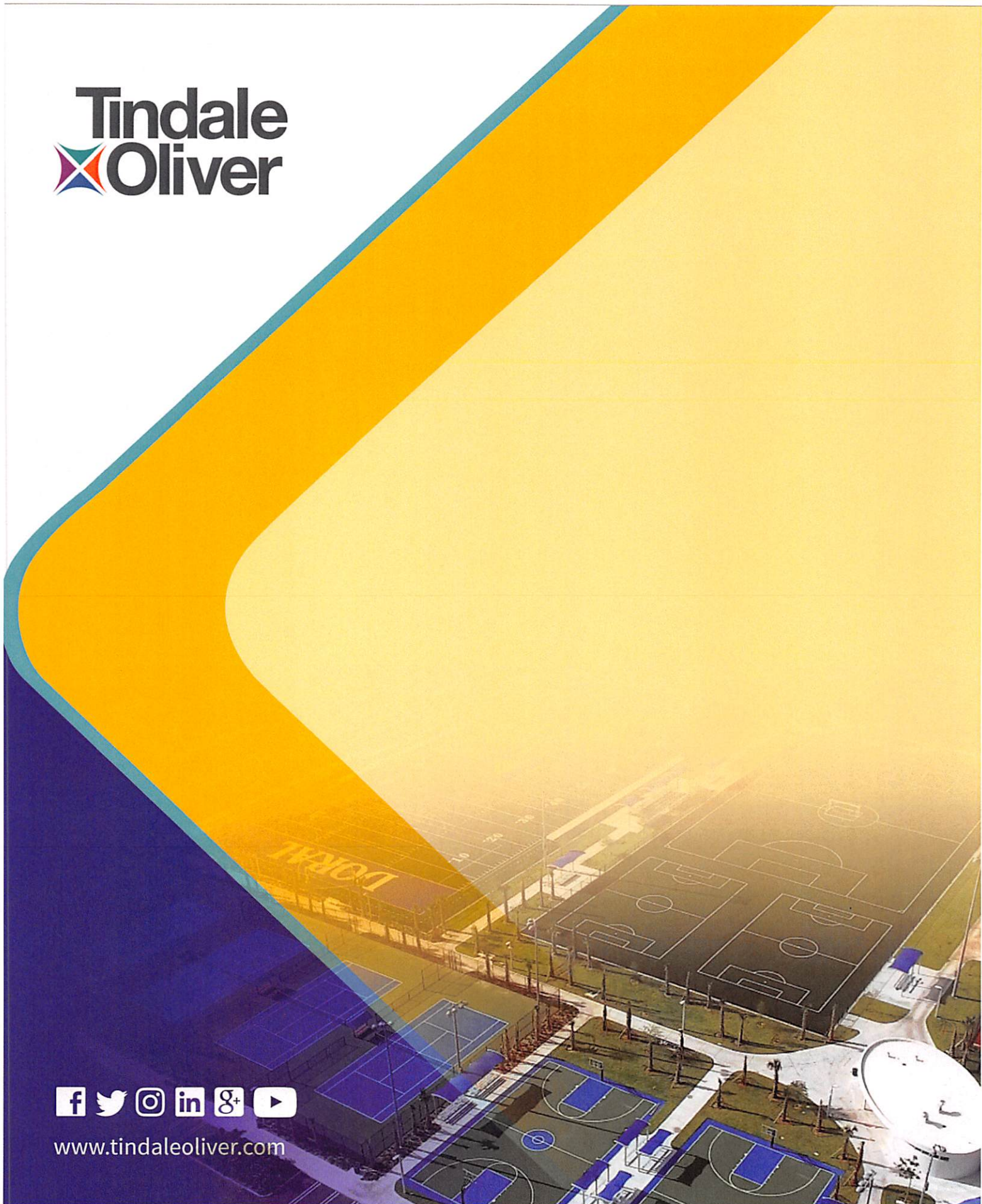
Oliver to inventory existing housing units that are attainable for workers in the community who currently have long commutes from other parts of Miami-Dade County.

In addition, Paola Baez, our proposed Director-in-Charge for the ADA project, is a nearby resident and brings her children to Doral Legacy Park often; she is already familiar with some of the ADA issues that need improvement.

- > **Project Approach:** The Tindale Oliver ADA Team has developed an approach that will not only lead to a successful ADA Transition Plan but will also engage the public in every step. We recognize that it is important to involve members of the disability community, as they can offer significant insight on some of the challenges they face every day.

We have developed a comprehensive geocoded ADA database that allows our accessibility inspectors to take photos and notes to record violations. This database is secure and available for the City to use in the future.

For large parks such as Doral Central Park, recording every slope and trail can be time-consuming. Our firm has outfitted a miniature computer that inspectors can attach to a wheelchair or specially-designed cart that can be pulled by a bicycle or person. This unique data collection method allows us to instantly record the running slope and cross slope of an accessible route, such as a sidewalk or a paved trail, quickly and automatically. At the same time, we can continuously take GPS points and photographs of the route for further review and can provide the City with a GIS map showing the areas of an accessible route where slopes exceed the ADA standards.



www.tindaleoliver.com

Exhibit "C"

Insurance Requirements

EXHIBIT "C"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

| | |
|---|-------------|
| A. Limits of Liability | |
| Bodily Injury & Property Damage Liability | |
| Each Occurrence | \$2,000,000 |
| Policy Aggregate (Per Job/Location) | \$2,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Products & Completed Operations | \$2,000,000 |

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. Business Automobile Liability

| | |
|---|-------------|
| A. Limits of Liability | |
| Bodily Injury and Property Damage | |
| Combined Single Limit | |
| Any Auto/Owned Autos or Scheduled Autos | |
| Including hired and Non- Owned Autos | |
| Any One Accident | \$1,000,000 |

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

III. Professional Liability/Error's & Omissions

A. Limits of Liability (E&O)

| | |
|---------------------|-------------|
| Each Claim | \$2,000,000 |
| Policy Aggregate | \$2,000,000 |
| Retro Date Included | |

If coverage is provided with a claims-made form, the retro date shall be prior or equal to the effective date of any contract with the City. The coverage shall be renewed or include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

IV. Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with 10 days' written notice of cancellation or material change from the insurer. If such notice is not provided, Contractor is responsible for such notice to the City.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

RESOLUTION No. 19-09

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2018-31 "ADA ACCESSIBILITY ASSESSMENT" TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH TINDALE OLIVER & ASSOCIATES INC. FOR THE PROVISION OF COMPLETING AN ADA ACCESSIBILITY PLAN FOR THE CITY'S SEVEN (7) PARKS FOR AN AMOUNT NOT TO EXCEED \$61,744.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$67,918.40; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On May 9th, 2018, the City Council approved Resolution #18-73 approving a settlement agreement and release for Case No. 18-21184-CIV-RNS, Gonzalez V. City of Doral, Florida in reference to violation claims of Title II of the Americans with Disabilities Act in connection to Doral Central Park; and

WHEREAS, As part of the settlement agreement, the City is required to prepare or caused to be prepared an accessibility plan for all seven (7) of the City's parks including Doral Central Park within twelve (12) months from the execution of the settlement agreement; and

WHEREAS, On November 10, 2018 the City of Doral advertised Request for Proposals # 2018-31 for the provision of completing an ADA Accessibility Plan for the City's seven (7) parks; and

WHEREAS, Four (4) submittals were received and opened on December 11, 2018 with the four (4) firms meeting the required criteria set forth in the RFP; and

WHEREAS, An evaluation committee meeting was held on December 18, 2018 where submittals were scored and ranked based on a three hundred (300) point system; the firms ranked as follows:

- | | |
|--------------------------------|------------|
| 1. Tindale Oliver & Associates | 281 points |
| 2. J. Bonfill & Associates | 272 points |
| 3. Atkins North America Inc. | 271 points |
| 4. Alvarez Engineering | 242 points |

WHEREAS, staff respectfully requests approval to award RFP #2018-31 ADA Accessibility Assessment to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with Tindale Oliver & Associates for the provision of completing an ADA Accessibility Plan for the City's seven (7) parks in an amount not to exceed \$61,744.00 plus a 10% contingency for a total not to exceed amount of \$67,918.40. Staff also respectfully requests the approval to allow the City Manager to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated with Tindale Oliver & Associates Inc.

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

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

Section 2. Approval & Authorization. The City Council hereby approves the award of RFP # 2018-31 to the top ranked firm and authorizes the City Manager to negotiate

and enter into an agreement with Tindale Oliver & Associates Inc. for the provision of completing an ADA Accessibility Plan for the City's seven (7) parks for an amount not to exceed \$61,744.00 plus a 10% contingency for a total not to exceed amount of \$67,918.40. The City Council also authorizes the City Manager to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated with Tindale Oliver & Associates Inc. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to Tindale Oliver & Associates Inc. or any of the other ranked firms.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

The foregoing Resolution was offered by Vice Mayor 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 Claudia Mariaca | Yes |
| Councilwoman Digna Cabral | Yes |
| Councilman Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Yes |

PASSED AND ADOPTED this 9 day of January, 2019.



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