

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
MILLER LEGG
FOR
DORAL GLADES PARK WETLAND MONITORING**

THIS AGREEMENT is made between **MILLER LEGG**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the City of Doral (the "City") has a need to hire a firm to provide environmental and natural resource compliance review, maintenance coordination review, and mitigation monitoring for all environmental permits for Doral Glades Park; and

WHEREAS, Miller Legg ("Consultant") had provided a proposal which meets the needs the City is seeking; and

WHEREAS, the City desires to engage the Consultant, and the Consultant desires, to provide professional services as specified herein.

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

1. **Scope of Services/Deliverables.**
 - 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services found in Exhibit "A", which is attached to this Agreement and incorporated herein and made a part hereof by this reference.
 - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect until deliverables stated in Exhibit A have been completed by the Provider or unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant



2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

X On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$ 9,500.00, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

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

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

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

6. **Consultant's Responsibilities.**

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

7. **Conflict of Interest.**

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

8. **Termination.**

8.1 The City Manager may terminate this Agreement, for any reason, upon thirty (30) days written notice to the Consultant, or immediately with cause. Cause for purposes of this Agreement shall be defined as a violation of Federal, State, County, and/or City regulations by Consultant in performance of its obligations under this Agreement, in the City Manager's sole determination, and/or a failure of Consultant to follow the directives of the City in such a manner as to cause unreasonable delay, prejudice, and/or damage to the City, in the City Manager's sole determination.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard



copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

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

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

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

12.1 Consultant shall ^{ok} 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

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of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

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

13. **Notices/Authorized Representatives.**

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

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

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

For The Consultant: Dylan Larson
Miller Legg
5747 N. Andrews Way
Fort Lauderdale, FL 33309

14. **Governing Law.**

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

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

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

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

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

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

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

16.3 In addition to other contract requirements provided by law, Consultant 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 Chapter 119, Florida Statutes, 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

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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.

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

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver**



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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

[SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]




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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By:  (C.M.M.A.) 6-29-17


Edward A. Rojas, City Manager
Date: _____

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



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

CONSULTANT

By: 

Its: Vice President

Date: 6/20/17

Exhibit A

Miller Legg Proposal

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May 24th, 2017

Via E-mail Barbara.hernandez@cityofdoral.com

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

**Re: Doral Glades Park Mitigation Monitoring and FCT Reporting (the "Project")
Miller Legg Project No. 16-00020
Additional Services No. 1**

Dear Mr. Rojas:

Thank you for the opportunity to submit the attached Additional Service Agreement for the above-referenced Project.

Please sign and initial the attached Agreement and Exhibit A pages where indicated, and return for Miller Legg's execution. A fully-executed copy will be emailed to you for your file.

Should you have any questions, please do not hesitate to contact me at (954) 436-7000 or dlarson@millerlegg.com. Again, thank you for this opportunity, and I look forward to speaking with you soon.

Very truly yours,

Dylan Larson, CEP, PWS, CLI
Principal

DL/wm/Principal
Attachments

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South Florida Office: 5747 N Andrews Way • Fort Lauderdale, Florida 33309-2364

(954) 436-7000 • Fax: (954) 493-6539

www.millerlegg.com

ADDITIONAL SERVICE AGREEMENT FOR PROFESSIONAL SERVICES

Client: City of Doral **Client Representative:** Mr. Edward Rojas
City Manager
Address: 8401 NW 53rd Terrace **Address:** Same
Doral, FL 33166
Phone /Fax: 305-593-6600 **Email:** Barbara.hernandez@cityofdoral.com

Date: May 24, 2017 **Project No.** 16-0020 **T:** -- **R:** -- **S:** --

Project Name and Location: Doral Glades Park Mitigation Monitoring and FCT reporting (the "Project")
Doral, Miami-Dade County
Additional Service 1

Description of Services to be Provided: See Exhibit A

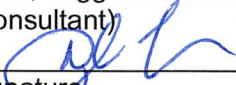
Fee: Lump Sum of \$ 5,500.00 **AND** Hourly not to exceed (NTE) fee of \$ 4,000.00
AND Reimbursable Expenses Lump Sum of \$ N/A
AND Reimbursable Expenses Initial Budget of \$ N/A

Retainer: (Payable upon execution of this Agreement) \$ N/A

Special Conditions: N/A

Notice to Owner: Is the Client the Owner of the Property? Yes No
If "No", Owner's name and address:

The undersigned agree that these Additional Services shall be in compliance with the Agreement, General Conditions and Special Provisions dated March 16, 2016. Any additional requested services will be addressed in a separate agreement.

Miller, Legg & Associates, Inc. d/b/a Miller Legg
(Consultant)
 Date: _____
Signature

City of Doral (Client)

Signature Date: _____

Printed Name/Title

Printed Name/Title

DL/mch
Attachments: Exhibit A
2016 Rate Schedule



EXHIBIT A – SCOPE OF SERVICES
Doral Glades Park Mitigation Monitoring and FCT Reporting (the “Project”)
Additional Service 1

1.0 PROJECT DESCRIPTION

1.1 The Project is generally described as follows: **Consultant shall provide Doral Glades Park Mitigation Monitoring, Florida’s Communities Trust (FCT) Annual Stewardship Report and management plan update to include boardwalk and environmental / natural resource compliance review, maintenance coordination and pay application review.**

2.0 BASIS OF SCOPE

2.1 Environmental

- The permits, with associated modifications, that will be the subject of this monitoring include DERM Permit # CLIV2013-0001. South Florida Water Management District (SFWMD) # 13-05474-P; and US Army Corps of Engineers (USACE) permit # SAJ-2007-04601(SP-JLC).
- The area that is included in this scope (from the above permits) is under City ownership, known as Doral Glades Park, in the NE corner of the site only. This excludes other on-site locations (such as mitigation in SW corner of the site under the FP&L easement) and any off-site mitigation areas. These are to be addressed by others (Developer).
- Permits have been issued for the construction of the wetlands and surface water management system. Modifications to the permits are required for the introduction of a boardwalk into the wetlands that is currently restricted in the executed restrictive covenant.
- Time Zero mitigation monitoring report has been accepted.
- City shall separately procure a wetland management/maintenance firm that is licensed to perform herbicidal treatment activities in a natural system.
- If it becomes necessary to separate the existing resource permits from the Doral Commons Developer, an additional service may be required.
- This scope and work effort is geared to be performed in the City’s fiscal year October 1-September 30. Work required during next Fiscal Year will be an Additional Service.
- City is responsible for required Reporting under the issued permits.

- Modification to Management Plan required per email dated May 22nd, 2017 from Rita Ventry, Planner, Office of Operations Florida Communities Trust
- Task 3 includes an update that does not require ML to rewrite the entire management plan and includes production of updates via addendum or insert.

3.0 INFORMATION TO BE PROVIDED BY CLIENT

- Client shall provide access to the site.
- The monitoring requirements are for 5 years annually for the permitting agencies (or longer if not in compliance) and in perpetuity for FCT.
- City shall provide all available reports and studies previously performed at the site including FCT reports and correspondence.
- If City development plans or permit modifications require additional or altered reporting requirements, a modification to this scope or an additional service will be required.
- Evidence of ownership, entitlements and associated agreements for land transfer and assumption by the City from the Doral Commons developer.
- Procurement of outside vendors or companies will be necessary to reach site compliance as well as ongoing maintenance.

4.0 METHOD OF COMPENSATION

The method of compensation is outlined below in the scope of basic services and fee section. The total hourly rates payable for each of the Consultant's employee categories, reimbursable expenses, are shown on attached 2016 Rate Schedule.

5.0 SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by Consultant shall be as follows:

Task 1 **2017 Annual Mitigation Monitoring** - Consultant shall review the existing permits for the Project and year one monitoring plan, visit the Project, photograph the wetland mitigation areas as part of this Project, quantify vegetative coverage, exotic species coverage and wildlife utilization, prepare a monitoring report, and submit the 2nd Monitoring report to the DERM, USACE, and SFWMD for approval. Additional reporting beyond this can be provided as an additional service in the next fiscal year. The Developer has been responsible for preparing the initial report (Time Zero) to the agencies. Report #1 will be prepared and submitted by others and the year two report is due September 2017.

Task 2 **2017 Annual FCT Stewardship Report** - Consultant shall prepare one (1) Annual Stewardship Report as required by Management Plan submitted by the City to FCT. The Stewardship Report is intended to verify that success criteria imposed at the time of award are being achieved, as well as to monitor the continued stewardship and use of the property. This report is due in June 2017.

Task 3 **FCT Management Plan update** - Consultant shall revise FCT Management Plan and exhibits based on FCT comments in email letter dated May 22, 2017 from Rita Ventry Planner, Office of Operations Florida Communities Trust whereas "if the City wants to move forward with adding the boardwalk, submit the Management Plan modifications with a new Site Plan during the next submittal". Consultant shall revise FCT Management Plan and submit with updated Site Plan. This revision does not include the rewriting of the entire Management plan. It will include production of updates via addendum or insert.

Task 4 **2017 Maintenance Observation and Coordination** - Consultant shall provide coordination services as requested by the City. This shall include any necessary meetings, addressing compliance issues as they arise, including coordination and observation of contractor performance within the mitigation area, as well as coordination with environmental permitting agencies. Consultant shall coordinate with maintenance contractor (procured by City) and review site progress after herbicidal treatment to ensure the nuisance/exotic species are in permit compliance and desirable coverage has not been jeopardized. Consultant shall provide field inspection reports following site visit indicating areas of action as necessary. Coordination of the maintenance contractor will need to occur immediately upon City acceptance or transfer of the wetland/park responsibility from the Developer.

FEE SUMMARY			
TASK NUMBER	TASK	LUMP SUM FEE	HOURLY NTE FEE
Task 1	Year Two Annual Mitigation Monitoring	\$2,300.00	--
Task 2	One (1) Annual FCT Stewardship Report 2017	\$2,000.00	
Task 3	FCT Management Plan update	\$1,200.00	
Task 4	Maintenance Observation and Coordination		\$4,000.00
TOTAL FEE		\$5,500.00	\$4,000.00

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William Mohler

From: Ventry, Rita [Rita.Ventry@dep.state.fl.us]
Sent: Monday, May 22, 2017 11:36 AM
To: William Mohler
Cc: Barbara Hernandez (PR); Lazaro Quintero (PR); Dylan Larson; 15-00169 Doral Glades Park; 16-00020 Doral Glades Park WL Monitor; barbara.hernandez@cityofdoral.com
Subject: RE: Doral North Park, Phase II (FCT#08-005-FF8) Stewardship report
Categories: Red Category

William – Thank you for providing the Annual Stewardship Report identified above to Florida Communities Trust (FCT). FCT has reviewed the report and have found that it adequately addresses the requirements the Grant Award Agreement and the approved management plan.

In your next Annual Stewardship Report, due July 2017, please include photographs documenting the progress made in the development and maintenance of the project site and the condition of the natural communities.

Also, as stated in number 2 below, if the City wants to move forward with adding the boardwalk, please submit the Management Plan modification with you July 2017 Stewardship report along with a new site plan.

If you have any questions, please feel free to contact me.

Sincerely,

Rita Ventry



Rita Ventry, FCCM
Planner, Office of Operations
Florida Communities Trust
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS 585
Tallahassee, Florida 32399-3000
Rita.Ventry@dep.state.fl.us
Office: 850.245.2683

Please take our Customer Survey to provide feedback on our services! Select "Grants" for my Section. [DEP Customer Survey](#)

From: William Mohler [mailto:WMohler@millerlegg.com]
Sent: Thursday, April 20, 2017 12:36 PM
To: Ventry, Rita <Rita.Ventry@dep.state.fl.us>
Cc: Barbara Hernandez (PR) <Barbara.Hernandez@cityofdoral.com>; Lazaro Quintero (PR) <Lazaro.Quintero@cityofdoral.com>; Dylan Larson <DLarson@millerlegg.com>; 15-00169 Doral Glades Park <15-00169@millerlegg.com>; 16-00020 Doral Glades Park WL Monitor <16-00020@millerlegg.com>; barbara.hernandez@cityofdoral.com
Subject: RE: Doral North Park, Phase II (FCT#08-005-FF8) Stewardship report

OK

Greetings Ms. Ventry,

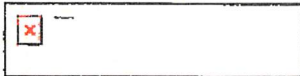
Find below responses to received comments.

1. Nothing is mentioned in the report about the Nature Center, this is something that the City received points for and is required to build. Is it still in the plans for development? **Yes, the Nature Center is still proposed and the City is moving forward with construction. The design phases are passed and the construction contractors have been selected for this work effort. The estimated construction start time is August 2017 with approximate completion 2018/2019.**
2. On page 6 of the report under Management Plan changes, it states that the city is proposing a passive use boardwalk, do we need to amend the Management plan to include this facility? **From page 10 of the Doral North Park Management Plan, listed under section 9- Site Development and Improvement; item 2. Proposed Physical Improvements-Fishing platform is listed in which the platform will allow the City to provide rare public access. In addition on page 12 under Recreational trails, the City will seek approval from the Florida Communities Trust to incorporate the element into the Management Plan. The City has gained agency approval for the work in the wetland and have received appropriate license and permit modifications. Based on this section and after your review, shall the City seek approval and will FCT require this element to be included in the management plan? If so, an update can be provided in July 2017 when the next Annual report is due.**
3. Please send a new timeline for the development of the project and for when you plan to have the site open to the public.
 - Initiating Park Construction August 2017
 - Park construction completion 2018/2019
 - Site open to Public Spring 2019

If there is anything else I can help you with please don't hesitate to contact me directly.

Kind regards,

William R. Mohler III



5747 North Andrews Way

Fort Lauderdale, FL 33309

Main: (954) 436-7000 |

Direct: (954) 628-3623 | Cell: (954) 651-5371

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SBE CERTIFIED FIRM

From: Ventry, Rita [mailto:Rita.Ventry@dep.state.fl.us]

Sent: Monday, April 17, 2017 10:39 AM

To: barbara.hernandez@cityofdoral.com

Cc: William Mohler

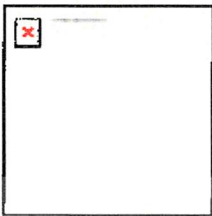
Subject: Doral North Park, Phase II (FCT#08-005-FF8) Stewardship report

Barbara – In reviewing your 2015/2016 Annual Stewardship report, I need some clarification on a few things below:

1. Nothing is mentioned in the report about the Nature Center, this is something that the City received points for and is required to build. Is it still in the plans for development?
2. On page 6 of the report under Management Plan changes, it states that the city is proposing a passive use boardwalk, do we need to amend the Management plan to include this facility?
3. Please send a new timeline for the development of the project and for when you plan to have the site open to the public.

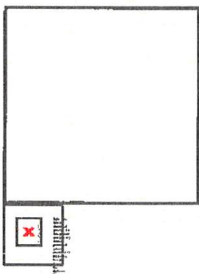
Thanks! If you have any questions, feel free to contact me.

Rita Ventry



Rita Ventry, FCCM
Planner, Office of Operations
Florida Communities Trust
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS 585
Tallahassee, Florida 32399-3000
Rita.Ventry@dep.state.fl.us
Office: 850.245.2683

Please take our Customer Survey to provide feedback on our services! Select "Grants" for my Section. [DEP Customer Survey](#)





2016 RATE SCHEDULE

<u>Professional Services</u>	<u>Hourly Rate</u>
<u>Project Administrator/Technician</u>	\$75
<u>Specialist</u>	\$95
Senior Specialist I	\$115
Senior Specialist II	\$135
Senior Specialist III	\$155
<u>Designer</u>	\$100
Senior Designer	\$115
<u>Engineer I</u>	\$110
Engineer II	\$135
Engineer III	\$170
Senior Engineer	\$195
<u>Biologist/Scientist I</u>	\$80
Biologist/Scientist II	\$110
Senior Biologist/Scientist I	\$145
Senior Biologist/Scientist II	\$165
<u>Landscape Architect I / Planner I</u>	\$105
Landscape Architect II / Planner II	\$115
Senior Landscape Architect/Senior Planner I	\$130
Senior Landscape Architect/Senior Planner II	\$165
<u>Surveyor</u>	\$105
Senior Surveyor	\$150
2-Person Survey Crew	\$135
3-Person Survey Crew	\$165
4-Person Survey Crew	\$195
<u>Principal</u>	\$230
Senior Principal/ Expert Witness	\$300
<u>Sub Surface Utility Engineering</u>	<u>Rate</u>
Designation (Utility Location)	\$1,240/Day
Test Holes (Minimum of 6)	
Soft Surface (A)	\$250/ea.
Hard Surface (A)	\$450/ea.
<u>In-house Reimbursable Expenses</u>	<u>Rate</u>
Mileage (per mile)	\$0.75
Color Copies (<8 1/2" X 11") (per copy)	\$1.00
Color Copies (<11" X 17") (per copy)	\$2.00
Blackline Prints (<24" X 36") (per sheet)	\$2.20
Mylars (<24" X 36") (per sheet)	\$28.00
Vellums (<24" X 36") (per sheet)	\$5.50
Official Record Docs (per page)	\$1.00
Copies, postage, fax transmissions	(B)
<u>Out-of-Pocket Expenses</u>	Cost + 15%
(A) If less than 6 test holes, a \$500 mobilization fee will apply.	
(B) Charges for monthly copies, fax transmissions, postage, and long distance will be the greater of 0.5% of invoice amount or \$25.00.	

NOTE: These rates are subject to change after Dec 31, 2016

Exhibit B

Insurance Requirements

Exhibit "B"

Insurance Requirements Professional Services Contract

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City, or in accordance to policy provisions. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced below.

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

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

II. Automobile Liability (If Applicable) \$1,000,000

Owned or Scheduled Autos, including Hired and Non Owned Autos
City of Doral listed as an additional insured

- III. **Umbrella/Excess Liability (Excess Follow Form)**
 Each Occurrence \$2,000,000
 Policy Aggregate \$2,000,000

City of Doral listed as an additional insured
 Excess over all applicable liability policies

- IV. **Workers Compensation**
 Statutory Limits- State of Florida

Employer's Liability

Limits of Liability

\$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

- V. **Professional Liability/Error's & Omissions**

A. Limits of Liability (E&O)

Each Claim \$3,000,000

Policy Aggregate \$3,000,000

If claims-made: Retro Date will be effective prior to project inception. Coverage shall continue to apply three years after the contract work is completed.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

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