

**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, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**RECITALS**

**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 associated with Doral Glades Park; and

**WHEREAS**, Miller Legg ("Consultant") provided a proposal which meets the needs of the City; and

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

**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, Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**
  - 1.1 The City grants to the Consultant the rights delineated in this Agreement and the Scope of Services to provide environmental and natural resource compliance review, maintenance coordination review, and mitigation monitoring for all environmental permits associated with Doral Glades Park as contemplated herein.
  - 1.2 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 part hereof by this reference.
  - 1.3 Consultant 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 stated in Exhibit A have been completed by the Consultant and accepted by the City or unless earlier terminated in accordance with Section 8 of this agreement.

3. **Compensation and Payment.**

3.1 As compensation for the Work, the City agrees to pay the Consultant a not to exceed amount of **FOUR THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$4,700.00)** regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.

3.3 Consultant is to provide the City with an invoice upon completion of tasks.

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

3.5 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. **Sub-Consultant s.**

4.1 The Consultant 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 Consultant, at the Consultant's written request, all available data pertinent to the services to be provided by Consultant, in possession of the City.

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

6. **Consultant 's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement, it is determined that the Consultant 's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Consultant shall at Consultant s 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 immediately with cause or upon thirty (30) days written notice to the Consultant without cause. Cause shall include but not be limited to a failure on the part of Consultant 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, Consultant shall stop providing the Service.

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.

8.3 The Consultant 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 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, 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 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant 's performance or non-

performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements 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 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 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:                    Albert P. Childress  
   Acting 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 Consultant :        Miller Legg  
   5747 N Andrews Way  
   Fort Lauderdale FL 33309-2364

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 Consultant providing services to the City under this Agreement shall be the property of the City.

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

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

16.4 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 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 Consultant 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 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. **Representations and Warranties of Consultant .**

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

(a) Consultant, 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) Consultant 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 Consultant 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 Consultant in accordance with its terms; and

(d) Consultant 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 Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Consultant 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 Consultant.

22. **Non-collusion.**

22.1 Consultant 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 Consultant 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. Consultant 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 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.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Consultant 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 Consultant 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 Consultant 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 Consultant shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Consultant'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 P. Childress, Acting City Manager

Date: March 20, 2019

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

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

Miller Legg

By:   
\_\_\_\_\_  
Its: Vice President / Secretary  
Date: 3/9/19

**Exhibit "A"**

**Scope of Services**



March 6<sup>th</sup>, 2019

*Via E-mail [Barbara.hernandez@cityofdoral.com](mailto:Barbara.hernandez@cityofdoral.com)*

Mr. Edward Rojas  
City Manager  
**City of Doral**  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**Re: Doral Glades Park 2019 Mitigation Monitoring and FCT Reporting (the "Project")  
Miller Legg Project No. 16-0020  
Additional Services No. 3**

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](mailto:dlarson@millerlegg.com). Again, thank you for this opportunity, and I look forward to speaking with you soon.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dylan Larson", written in a cursive style.

Dylan Larson, CEP, PWS, CLI  
Principal

DL/wm/Principal   
Attachments

V:\Projects\2016\16-00020 - Doral Glades Park WL Monitor\Documents\Contracts\AS-3\16-0020-AS-3\_Agreement\_updated\_3-6-19.docx

**IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.**

South Florida Office: 5747 N Andrews Way • Fort Lauderdale, Florida 33309-2364  
(954) 436-7000 • Fax: (954) 493-6539

[www.millerlegg.com](http://www.millerlegg.com)

**ADDITIONAL SERVICE AGREEMENT FOR PROFESSIONAL SERVICES**

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

**Date:** March 6<sup>th</sup>, 2019 **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 3

**Description of Services to be Provided:** See Exhibit A

**Fee:** Lump Sum of \$ 4,700.00 **AND** Hourly not to exceed (NTE) fee of \$ N/A  
**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)  
\_\_\_\_\_  
Signature

City of Doral (Client)  
\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title

Printed Name/Title

DL/mch  
Attachments: Exhibit A  
2019 Rate Schedule



**EXHIBIT A – SCOPE OF SERVICES**  
**Doral Glades Park Mitigation Monitoring and FCT Reporting (the “Project”)**  
**Additional Service 3**

**1.0 PROJECT DESCRIPTION**

**1.1 The Project is generally described as follows: Consultant shall provide Doral Glades Park Mitigation Monitoring and Florida’s Communities Trust (FCT) Annual Stewardship Report for 2019**

**2.0 BASIS OF SCOPE**

**2.1 Environmental**

- The permits, with associated modifications, that will be the subject of this monitoring include DERM Permit # CLIV2016-0107 and # CLIV2013-0001. South Florida Water Management District (SFWMD) # 13-05474-P (Apps. 160718-5 and 121226-7); 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. Site is currently being developed.
- Acknowledgement of receipt for the 3<sup>rd</sup> annual Monitoring Report occurred December 13<sup>th</sup>, 2018 by SFWMD.
- Time Zero mitigation monitoring report has been accepted for #CLIV2013-0001, SFWMD #13-05474-P (App. 121226-7) and SAJ-2007-04601 (SP-JLC).
- Consultant cannot guarantee site compliance for permit conditions.
- The Developer has been responsible for preparing the initial report (Time Zero) and annual Report one to the agencies. Consultant shall determine monitoring for DERM Permit # CLIV2016-0107 and SFWMD modification for boardwalk impacts and negotiate overlap with current annual reporting. Consultant has been in contact with SFWMD representative and believes that one Annual report will be due to the SFWMD.



- Due to the modification of the existing SFWMD permit and requirement of new permit for DERM additional years of monitoring beyond the 5 years mandatory may be required.
- 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.
- City is responsible for required Reporting under the issued permits.
- Update to FCT Management Plan will be submitted to Rita Ventry, Planner, Office of Operations Florida Communities Trust once Doral Glades Park is complete.
- FCT Doral Glades Report is due July 2019.
- Annual Mitigation Monitoring Reports for all agencies is due September 2019.

### **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 2019 Rate Schedule.

**SCOPE OF BASIC SERVICES AND FEE**

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

**Task 1      2019 Annual Mitigation Monitoring Report** - Consultant shall review the existing permits and previous submittals for the Project and 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 report to DERM, USACE, and SFWMD for approval. Additional reporting beyond this can be provided as an additional service in the next fiscal year.

**Task 2      2019 Annual FCT Stewardship Report** - Consultant shall prepare one (1) 2019 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 July 2019.

<b>FEE SUMMARY</b>			
<b>TASK NUMBER</b>	<b>TASK</b>	<b>LUMP SUM FEE</b>	<b>HOURLY NTE FEE</b>
Task 1	Year Three 2019 Annual Mitigation Monitoring Report	\$2,400.00	--
Task 2	One (1) Annual FCT Stewardship Report 2019	\$2,300.00	
<b>TOTAL FEE</b>		<b>\$4,700.00</b>	

V:\Projects\2016\16-00020 - Doral Glades Park WL Monitor\Documents\Contracts\AS-2\16-0020\_Exhibit A\_updated.docx

**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**