

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
CHEN MOORE & ASSOCIATES, Inc.
FOR
RFQ 2019-43 A/E SERVICES FOR THE WHITE COURSE PARK**

THIS AGREEMENT is made between **CHEN MOORE & ASSOCIATES, Inc.** (CMA), an active, for-profit Florida Corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, in response to Request for Qualification #2019-43 for “Architectural/Engineering Services for Doral White Course Park” (the “Project”), the City received eight (8) proposals by the December 6, 2019 deadline with all proposing teams meeting the required criteria; and

WHEREAS, after Phases 1 and 2 of evaluations, Chen Moore & Associates, Inc. was the highest ranked firm selected by the evaluation committee; and

WHEREAS, during the February 12, 2020 Council Meeting, the Mayor and City Council-Members approved Resolution #20-18 awarding, the Project to Chen Moore & Associates, Inc. and authorizing the City Manager to commence negotiations and enter into a contract with the Consultant for the design services as requested in RFQ 2019-43; and

WHEREAS, the Consultant and the City, through mutual negotiations, have agreed upon a scope of services, schedule, and fee for the architectural and engineering services and related disciplines for the White Course Park; and

WHEREAS, the City desires to engage the Consultant, and the Consultant desires to be engaged to perform the services specified below and attached on the terms herein.

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 for the provision of providing architectural/engineering services in relation to the design of White Course Park as outlined in RFQ 2019-43 by appropriately licensed professionals.

- 1.2 The Consultant shall furnish professional services to the City as set forth in the Bid Documents, including but not limited to: Addendum, Request for Qualifications, Instruction to Bidders, and the Scope of Services found in **Exhibit "A"** and as outlined in **Exhibit "B"** RFQ 2019-43, 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.
- 1.4 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and work shall be completed within one-hundred and eighty (180) calendar days for the design and permitting phases and 9 months during the construction phase after the date specified in the Notice to Proceed, unless earlier terminated in accordance with Paragraph 8. Continuation of the Agreement beyond the initial term, is a City prerogative, and not a right of the Consultant.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Consultant a not to exceed amount of **TWO HUNDRED AND SIXTY SEVEN THOUSAND SIX HUNDRED AND THIRTY DOLLARS AND SIXTY ONE CENTS (\$267,630.61)** for the design services (Phase 1) associated to the Project regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services and **THIRTY THREE THOUSAND NINE HUNDRED AND SIXTY DOLLARS AND NO CENTS (\$33,960.00)** for the Construction Administration phase (Phase 2) of the Project. All charges for Phase 2 shall be in accordance with the Time and Materials rates included in the Scope of Services. Invoiced hours shall be subject to City review and approval before payable for a total not to exceed amount of **THREE HUNDRED AND ONE THOUSAND FIVE HUNDRED AND NINETY DOLLARS AND SIXTY-ONE CENTS (\$301,590.61)**. The parties estimate that performance of this Contract will

not exceed the Not to Exceed amounts. The services under Phase 2 are not guaranteed to the Consultant and require written approval from the City prior to any work being performed. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City has included a 10% contingency for this work in the amount of THIRTY-THREE THOUSAND ONE HUNDRED AND FIFTYNINE DOLLARS AND SIX CENTS (\$30,159.06) should the City request additional scope of work to be completed. Use of contingency funds must be approved by the City.
- 3.3 If the cost of the construction of the project as bid or negotiated exceeds the City's budget by ten (10%) percent the Consultant will revise the Construction Documents at no additional cost to the City. Otherwise, the Consultant shall be entitled to compensation as an additional service for revision to the Construction Documents.
- 3.4 Consultant will be liable to the City for additional costs incurred by the City that are a direct result of conflicts, errors, or omissions in the Construction Documents.
- 3.5 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.6 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.
- 3.7 If Consultant or any of its subconsultants dispute any determination with respect to a payment application, Consultant and its subconsultants will nevertheless expeditiously continue to prosecute the Services, provided that undisputed amounts are timely paid. The City will not be deemed to be in default or breach of contract for withholding of any payment under Section 3.6 in good faith.
- 3.8 The City shall not reimburse the Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the

Services, materials, equipment and supplies agreed upon in the Agreement and unless approved in a written amendment to the Agreement having been executed and approved in the same manner as an additional service under this Agreement.

4. **Sub-Consultants**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Service.
- 4.2 Any changes to the subconsultants identified in Consultant's proposal that Consultant desires to use on the Service must have prior written approval of the City Manager or his designee. The City will be a third-party beneficiary of contracts entered into between Consultant and subconsultants. Third party contracts will contain a provision making the City a third-party beneficiary and will require the same professional error and omissions insurance and commercial general insurance required of the Consultant.

5. **City's Responsibilities.**

- 5.1 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).
- 5.2 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. Consultant may be entitled to rely on the completeness and accuracy of the information furnished to it. Consultant shall verify all information provided by the City is accurate.
- 5.3 The City shall approve each phase delineated above prior to Consultant beginning work on the next phase. Approval shall be in writing and provided to Consultant.

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 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.

- 6.2 The Consultant and the subconsultants will comply with the time schedule in the Scope of Services provided by Consultant for producing documents. The schedule initially shall include anticipated dates for each phase of the services including but not limited to procurement, commencement of construction, and for completion of construction. Should the progress of the Consultant and subconsultants Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Consultant and subconsultants Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement. Excusable Delays shall be limited to acts of neglect by the City of City's agents, contractors, subcontractors, or consultants when acting at the City's direction, breaches of this Agreement by the City, Acts of God such as fire, flood, earthquake, hurricanes, epidemic, etc.
- 6.3 Consultant shall budget for the cost of the work the proposed procurement and delivery method and other initial information, each in terms of the other, to ascertain the requirements of the Project. Consultant shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 6.4 Consultant will review lien waivers of contractor, subcontractors, and suppliers with each pay application.
- 6.5 Consultant will cooperate with the City's General Contractor in value engineering changes to the Project. However, Consultant shall be entitled to compensation as an additional service for such value engineering services during the construction phase.
- 6.6 Consultant is responsible for ensuring that the design as it is assembled and integrated in the contract documents complies with fire, safety, and all other applicable building codes.
- 6.7 Consultant shall not begin work of any of the subsequent phases of the services to be performed until the consultant received written approval for the phase of work already performed.

7. **Conflicts 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. This section does not prevent Consultant from working in the City, however, to avoid any appearance of a conflict, Consultant shall advise the City of other projects Consultant works on in the City.

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 6.4.

8.4 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.

8.5 Consultant may terminate this Agreement upon ten (10) days written notice to the City should the City be in material breach 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" as stated in the RFQ 2019-43**. 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.

- 9.3 To the fullest extent permitted by law, Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the City as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's insurance policies.

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 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 acts, errors, omission, negligence, reckless, or intentionally wrongful conduct under 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 acts, errors, omission negligence, reckless, or intentionally wrongful conduct.

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
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: Gregory Mendez, P.E.
Miami Branch Manager
Chen Moore and Associates
2103 Coral Way, Suite 401
Miami, FL 33145

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, or the Southern District of Florida.

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

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 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 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.

33. Ownership of Results/Work for Hire

33.1 Any interest (including, without limitations, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including without limitation electronic media) prepared by Consultant or its Subconsultant in connection with Services to be performed under this Agreement shall become the property of the City upon full and final payment of all monies owed to Consultant. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions of the information contained in them which is incidental to the overall design of the Project.

34. Fla. Stat. 538.0035

33.1 PURSUANT TO FLORIDA STATUTES CHAPTER 538.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

[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



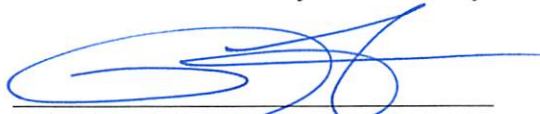
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: March 25, 2020

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



Luis Figueredo, Esq.
City Attorney

Chen Moore and Associates


By: GREGORY MENDEL 
Its: MIAMI BRANCH MANAGER / JL GILBERT
Date: MARCH 18, 2020

Exhibit "A"

Chen Moore and Associates Proposal



2103 Coral Way, Suite 401
Miami, FL 33145
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

February 21, 2020 (Rev.03 March 9, 2020)

SENT VIA E-MAIL (Eugene.collings@cityofdoral.com)

Eugene Collings-Bonfill, PE, PSM, DBIA, PMP, CFM
Assistant Director / Chief of Engineering
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Subject: City of Doral – RFQ 2019-43 Architectural & Engineering Services and Related Disciplines for the White Course Park - CMA Proposal No. P19.595R2

Dear Mr. Collings-Bonfill:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide Architecture & Engineering Services and related disciplines for the above referenced project located within the City of Doral, Florida.

PROJECT INTRODUCTION

The City of Doral has selected CMA to prepare full design documents, permitting, bid support and construction administration support services for a new 2.7ac. (approximate) park on the north side of NW 41st Street and approximately at the theoretical NW 84th Avenue, within the Downtown Doral South development. The park shall include a shaded playground, a flexible event plaza, outdoor fitness stations, an off-leash fenced dog area, multi-purpose greenspace, a restroom building with IT closet, rain gardens picnic shelters, space for public art, walkways and lighting. The following proposal shall serve to complete this project.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal in Charge – Jose Acosta, P.E., Vice President
QA/QC – John Gorham, RLA
Senior Project Manager – Gregory Mendez, P.E.
Deputy Project Manager/Senior Landscape Architect – Cristobal Betancourt, RLA, AICP

Engineering Staff includes the following:

- Nicholas Karpathy, E.I., Associate Engineer
- Andres Aristazabal, Senior Technician
- Stefan Bortak, RLA, CID, Project Landscape Architect
- Brittany Bourgault, Landscape Designer
- Jose McCray, Senior Construction Specialist
- Pamela Munoz, Clerical

Sub-consultants for this Project

- Geotechnical Engineering – Blascom Engineering, LLC
- Architect – PGAL
- Structural Engineering – MUEngineers, Inc.
- Electrical Engineering – Osborn Engineering, Inc.
- Traffic Engineering – Caltran Engineering Group, Inc.

Project Limits: The property is comprised of two parcels having Folio No.(s) 35-3022-002-0010 & 35-3022-000-0110. The property is generally located North of NW 41st Street and approximately 1,300 feet East of the intersection of NW 87th Avenue.

Task 1: Design Development

1.1 Engineer shall analyze the City's approved conceptual design for the White Course Park as provided in the RFQ. CMA shall conduct site investigations and data collection, as required. CMA shall also attend a project kick-off meeting with the City and the PMT team to confirm the park vision, agree on project schedule, timing and content of meetings, record keeping standards, and communications with the client, meeting dates, and preliminary and final submittals.

1.2 Site Development Planning: Engineer shall prepare site development drawings based on the approved conceptual design, which may include site survey, land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities, geotechnical site testing, environmental, photometric, landscaping and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts, and features. Engineer shall coordinate site design with the proposed Boardwalk and seawalls (to be designed and constructed by others) part of the Downtown Doral South development (drawings are for reference only). Site planning shall take into consideration third party environmental and sustainability initiative requirements for Envision.

1.3 Site Plan Approval: Engineer shall prepare and submit all required information needed to complete the City of Doral's Planning & Zoning Department Site Plan Approval Process based on Site Development drawings. This includes but is not limited to preparing and submitting reports and studies as required by the City of Doral Planning & Zoning Department. Submittals shall follow the most current version of the City's application checklist.

1.4 Utility Development Planning: Engineer shall establish requirements and prepare initial designs for the on-site utilities, which may include electrical service and distribution, potable water service, sanitary sewer collection, on-site storm water collection and disposal, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines. It is understood that a terminal sanitary manhole and gravity main within a Miami-Dade Water and Sewer Department easement will be extended into the Northeast portion of the site for the connection of the proposed restroom facility on this site. Extensions of potable water mains or sewer mains are not anticipated and are specifically excluded from this contract.

1.5 Structural System Analysis: Architect shall identify and research applicable building construction typologies for the proposed on-site restroom and present to the City for selection. Engineer shall coordinate options for pre-fabricated picnic shelters and present to the City for selection.

1.6 Parking and Circulation Analysis: Engineer shall determine parking requirements for the Project, including the number of parking spaces required by governing agencies and the City. As part of such analysis, Engineer shall include the coordination of the park circulation (ingress and egress) with the NW 41st Street widening project and with the City of Doral. This includes preparing and submitting traffic memorandum as required by the City of Doral Public Works Department. The memorandum shall include peak traffic generation and distributions. All vehicular routes shall include an Autoturn analysis and shall be examined to provide adequate sight distance at the parking lot ingress/egress.

1.7 Planning, Zoning, and Code Analysis: Engineer shall identify and research applicable planning and zoning ordinances and Florida Building Code requirements. Develop and present to the City. Includes the preparation and revision of amendments to the City's comprehensive master plan to guide development within the City. Review development proposals to verify compatibility with the City's concurrency thresholds and requirements to meet the comprehensive plan. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

1.8 Americans with Disabilities Act (ADA) Code Analysis: Engineer shall identify and research applicable ADA standards and Florida Building Code requirements. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

1.9 Meetings and Presentations: Engineer shall attend up to two (2) coordination meetings, up to one (1) public hearing, and up to one (1) citizen information meeting as directed by the City. Engineer shall represent the City in presenting the proposed development to the governing agencies for approval. Engineer shall prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings. Engineer shall prepare exhibits needed for public presentation.

1.10 Engineer shall provide Design Development Documents based on the mutually agreed-upon program, schedule, and budget. The documents shall illustrate the scale and relationship of the Project components limited to the program identified in the conceptual plan prepared by others. The Design Development Documents shall include elevations and site sections/plans. Selection of major building systems and construction materials shall be noted on the drawings and/or described in writing.

1.11 Engineer shall review with the City alternative approaches to design and construction of the Project. The Engineer shall review, with the City, site use and improvements and alternative approaches to selection of materials, building systems, and equipment. Engineer shall provide general recommendations on construction feasibility, availability of materials and labor, time requirements for construction, and factors related to Project cost, including costs of alternative designs or materials, preliminary budgets, and possible economies of scale. Information will be presented in a Design report.

1.12 Engineer shall provide program reconciliation on a space-by-space tabulated comparison, schedule and budget requirements, shall identify and analyze requirements of governmental authorities having jurisdiction to approve the Project design, and shall participate in consultations with such authorities. City shall confirm this program as FINAL in writing.

1.13 Engineer shall include a final completed code analysis for inclusion in the Project Manual.

1.14 Engineer shall perform a geotechnical exploration of the soil and groundwater conditions within the limits of the project area including eight (8) Standard Penetration Tests (SPTs) and two (2) South Florida Water Management District (SFWMD) Percolation Tests.

1.15 Engineer shall schedule and conduct meetings to present, confirm, and finalize design elements with facility users including the City of Doral Public Works, Fire Rescue, Police, Planning & Zoning, IT and Parks & Recreation departments. Engineer shall distribute meeting minutes and record all decisions.

1.16 Engineer shall coordinate and attend meetings with appropriate zoning and code officials. (State and Local building code officials, planning, fire marshal, water, energy, accessibility, health, pollution control, environmental). Engineer shall distribute meeting minutes and record all decisions.

1.17 Engineer shall conduct pre-application meetings with the following Agencies Having Jurisdiction (AHJs) over the project:

- Miami-Dade County Department of Environmental Resources Management (DERM)
- City of Doral Building Department, Planning & Zoning, Public Works and IT
- Miami-Dade County Water and Sewer Department (WASD)
- Miami-Dade County Department of Traffic – Public Works (DTPW)
- Miami-Dade County Fire Department
- South Florida Water Management District (SFWMD) (if necessary)

1.18 Upon completion of the Design Development phase the Engineer shall prepare and submit, for the City's approval, a detailed estimate of the Cost of the Work (Class 2). In establishing the detailed estimate of the Cost of the Work, the Engineer shall include reasonable contingencies for design, bidding, and price escalation and determine, in conjunction with the City, the materials, equipment, component systems, and types of construction to be included in the Contract Documents. Engineer shall review any difference between the Construction Budget and the detailed estimate of the Cost of the Work, identify reasons for any difference, and recommend means to eliminate the difference.

1.19 Upon completion of the Design Development phase, the Engineer shall provide electronic copies and 2- 24"x36" hard copies of the Design Development Documents to the City for review and written approval.

Deliverables:

Design Development Drawings shall include:

- Title Sheet
- Site survey
- Civil plans - building location plan, paving, grading, material indications, utilities, storm water, fire protection (if applicable), water and sanitary sewer services, and preliminary details
- Landscape plans including planting plan, schedules, and irrigation system
- Hardscape plans (Including site amenities)
- Architectural site plan
- Life safety/code plans and details
- Floor, ceiling, and roof plans

-
- Furniture, fixtures, and equipment plans I schedules
 - Building elevations
 - Building and wall sections
 - Millwork plans and elevations
 - Door and window schedule
 - Room finish schedules indicating materials
 - Material/finish color schedule
 - Vertical circulation plans and sections (as applicable)
 - Plan and enlarged details - interior and exterior
 - Structural engineering - foundation design, framing plans, non-typical framing details, column schedule, preliminary details
 - Mechanical, plumbing, and electrical - systems floor plans (sanitary and water piping, power and lighting), major equipment indications (if any), penetration locations, roof plans, site utility coordination, site lighting plans, fixture schedules, riser diagrams, general notes, preliminary details of major, access control, and unique conditions
 - Technology and data/communication plan(s) to also include site and building low voltage, WIFI, and provisions for future site CCTV (by others)
 - Fire protection - performance based design (if applicable)
 - Opinion of Probable Cost for the Work (Class 2)

Geotechnical Explorations Report shall include:

- A full report describing:
- Methods and procedures for field sampling and laboratory testing
- Test boring logs and classifications
- Laboratory test results
- Summary of subsurface stratification
- Existing groundwater levels and estimated seasonal high and low levels
- Distribution and thickness of unsuitable bearing soils (if any)
- Building foundation design recommendations
- Asphalt pavement design foundation recommendations
- Site preparation recommendations
- Construction considerations
- Findings from (8) Standard Penetration Tests (SPTs), and two (2) percolation (exfiltration) tests within the site.

Design Report shall include:

- Statement of project concept
- Statement of key project issues as they relate to project scope, cost and schedule, including identification of risk factors, quality control and salient project features.
- Park area tabulation showing comparison to Program
- Statement of building systems including building envelope, structural system, mechanical systems, preliminary energy analysis summary, alternative energy uses and associated systems, and preliminary life cycle cost comparisons of major systems.
- Sustainable design goals and strategies
- Opinion of probable construction cost (Class 2)
- Statement of value engineering
- Primary materials being considered

A preliminary project manual that includes bidding requirements, contract forms, general conditions of the project, and general requirements including:

- Table of contents
- Drawing index
- Building code study
- General and supplemental conditions (AIA based documents)
- Comprehensive, abbreviated methods, materials, and systems descriptions in tune with drawings.
- Catalog cut sheets of finish equipment and fixtures
- Exterior and interior material finish boards

Task 1 Schedule: 75 calendar days

Task 2: Construction Documents

2.1 Engineer shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work (Class 1). The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings that establish in detail the quality levels of materials and systems required for the Project.

2.2 Engineer shall identify construction-testing needs and communicate to City. Quality assurance testing shall be indicated; defining the type of test and method; test frequency; test pass/fail tolerance; and action required for failed tests.

2.3 Engineer shall schedule and conduct meetings to present, confirm, and finalize project details/selections with facility users/departments/administration. Engineer shall distribute meeting minutes and record all decisions.

2.4 Engineer shall incorporate all sustainable design elements/products proposed for certification.

2.5 Engineer shall provide for coordination/documentation of City supplied Furniture, Fixtures, and Equipment including items to be relocated from existing facilities and new items.

2.6 Engineer shall revise the detailed estimate of the Cost of the Work (Class 1), as applicable, based upon the completed Construction Document submission. This estimate shall be the basis for the overall project Cost of Work.

Deliverables: 100% construction documents detailing the scope of work to be performed. A 100% complete project manual that includes bidding requirements, contract forms, conditions of the project, and general requirements in both electronic (CAD) format and 2 – 24" x 36" hard copies.

Task 2 Schedule: 35 calendar days

Task 3: Bidding and Permitting

3.1 Competitive Bidding

3.1.1 Engineer shall review and approve the bid package uploaded in the City of Doral Procurement Portal.

3.1.2 Engineer shall consider requests for substitutions, permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.1.3 Engineer shall participate in the City's pre-bid conference for prospective bidders.

3.1.4 Engineer shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the City for upload in the City of Doral Procurement Portal in the form of addenda.

3.1.5 Engineer shall assist the City in bid validation or proposal evaluation and determination of the successful bid or proposal.

3.2 Permitting

3.2.1 Engineer shall submit to Owner's Representative such sets of the Drawings as they may require for approval, together with any necessary completed applications. Submission includes all signed and sealed documents.

3.2.2 Upon written authorization by the City, Engineer shall prepare and submit applications to the following AHJs for the project:

- Miami-Dade County Department of Environmental Resources Management (DERM)
- City of Doral Building Department, Planning & Zoning, Public Works and IT
- Miami-Dade County Water and Sewer Department (WASD)
- Miami-Dade County Department of Traffic – Public Works (DTPW)
- Miami-Dade County Fire Department
- South Florida Water Management District (SFWMD)(if necessary)

3.2.3 Engineer shall review and respond to comments from AHJ, in order to obtain permits/approvals.

3.2.4 All associated permitting fees shall be the responsibility of the client.

3.2.5 Submittal for a National Pollution Discharge Elimination System (NPDES) permit and the City of Doral Building Permit shall be the responsibility of the selected contractor for this project and is not included in this contract.

Deliverables: Written responses to jurisdictional/legal reviews or inquiries (i.e. state and local building code officials, planning, fire marshal, water/sewer, energy, accessibility, health, pollution control, environmental)

Task 3 Schedule: 40 calendar days

**** Total # of calendar days for completion of Tasks 1-3 = 150 (+21 = 171) calendar days from Notice to Proceed (includes 7 calendar days for City review between each submittal phase)**

Note: Permitting and Procurement durations shown above are estimated and may vary due to factors beyond CMA's control.

Task 4: Construction Administration

4.1 General Administration

4.1.1 Engineer shall provide administration of the Contract between the City and the Contractor(s) as set forth. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the City.

4.1.2 The Engineer's responsibility to provide Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the City of the final Certificate for Payment. However, the Engineer may be entitled to a Change in Services when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

4.1.3 Engineer shall be a representative of and shall advise and consult with the City during the provision of the Contract Administration Services. The Engineer shall have authority to act on behalf of the City only to the extent provided in the Agreement unless otherwise modified by written amendment.

4.1.4 Duties, responsibilities and limitations of authority of the Engineer shall not be restricted, modified or extended without written agreement of the City and the Engineer with consent of the Contractor, which consent will not be unreasonably withheld.

4.1.5 Engineer shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents within five (5) business days of the Engineer's receipt of the request. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Engineer and shall include a detailed written statement that indicates the specific Drawings in need of clarification and the nature of the clarification requested.

4.1.6 Engineer shall on the City's behalf prepare, reproduce and distribute supplemental Drawings in response to requests for information by the Contractor.

4.1.7 Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Engineer shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either.

4.1.8 Engineer shall render initial decisions on claims, disputes or other matters in question between the City and Contractor as provided in the Contract Documents within five (5) business days of Engineer's receipt of correspondence. However, the Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

4.2 Evaluations of the Work

4.2.1 Engineer, as a representative of the City, shall visit the site on a weekly basis at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City and the Engineer to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods or techniques, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

4.2.2 Engineer shall record the progress of the Project and provide written reports to the City on a bi-monthly basis, unless otherwise agreed in writing. Such reports shall include, but are not limited to, information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion, workers on site at time of visit, weather conditions, conditions of the site, and with whom deficiencies were communicated to.

4.2.3 Engineer shall call special meetings to report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Engineer shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

4.2.4 Engineer shall be granted access to the project site at all times during the preparation and performance of the Work.

4.2.5 Except as otherwise provided in the Agreement or when direct communications have been specially authorized, the City shall endeavor to communicate with the Contractor through the Engineer about matters arising out of or relating to the Contract Documents.

4.2.6 Engineer shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the

Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

4.3 Certification of Payments to Contractor

4.3.1 Engineer shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Engineer's certification for payment shall constitute a representation to the City, based on the Engineer's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

4.3.3 Engineer shall maintain a record of the Contractor's Applications for Payment.

4.4 Submittals

4.4.1 Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer shall document each submittal with the appropriate status stamp and/or notations. The Engineer's action shall be taken within five (5) business days of the Engineer's receipt of Contractor's submittal. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods or techniques. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.4.2 Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

4.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Engineer shall specify appropriate performance and design criteria that such

services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

4.5 Changes in The Work

4.5.1 Engineer shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents, with prior approval from the City or designated City representative. However, the Engineer must inform the City of said minor changes in Work prior to the changes being made. If necessary, the Engineer shall prepare, reproduce and distribute Drawings to describe Work to be added, deleted or modified.

4.5.2 Engineer shall review properly prepared, timely requests by the City or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a minor change in the Work or recommend to the City that the requested change be denied.

4.5.3 If the Engineer determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the City, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Engineer. With the City's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the Contractor.

4.5.4 Engineer shall maintain records relative to changes in the Work.

Deliverables: As required by aforementioned Scope of Work

Task 4 Schedule: 210 calendar days from construction phase commencement

Note: Construction durations shown above are estimated and may vary due to factors beyond CMA's control.

Task 5 - Project Closeout

5.1 Project Completion

5.1.1 Engineer shall conduct inspections to determine punch list items after request from Contractor for Substantial Completion and dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

5.1.2 Engineer shall Coordinate systems training sessions and provide all O & M manuals with the user's facility maintenance staff and departments.

5.1.3 The Engineer's inspection shall be conducted with the City's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

5.1.4 When the Work is found to be substantially complete, the Engineer shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

5.1.5 Engineer shall receive from the Contractor and forward to the City: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens.

Deliverables: As required by aforementioned Scope of Work

Task O1: HVAC Design for Restroom Building (Optional Service)

O1.1 At the direction of the City, Engineer shall provide design, permitting and construction administration support services for an HVAC system to support the proposed restroom building.

Deliverables: Hardcopy and PDF plans signed and sealed by a licensed professional engineer in Florida, in accordance with the deliverable phases described herein.

BASIS OF SCOPE

The basis for the above scope of services and associated fee(s) are based on the following:

- Investigation and design of offsite facilities and improvements are only included as directly related to the base scope of services of this project.
- The Project is in the City of Doral, Florida.
- Off-site improvements including water/sewer main extensions or replacements, building or structural improvements, electrical, lighting, telecommunications or other utility improvements of

any kind beyond the project limits shall be deemed as an Additional Service item and is not included in this proposal.

- It is understood that this site has no known contaminants. As such, no environmental exploration, engineering or permitting of any kind is included in this proposal.
- The City of Doral shall assist with any site visits or meetings as required for the successful completion of this project, as required.
- CMA will have creative flexibility with the overall design of the park, but must maintain the overall concept items (i.e. – putting green, picnic shelters, pedestrian connectivity, shaded playground and seating areas, fenced dog area, multi-purpose green space, parking lot, etc.)

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by City includes the following:

- Copies of all relevant data, including correspondence, plans or information in the City's possession which may be beneficial to the work effort performed by Consultant.
- An official Notice to proceed (NTP) or purchase order from the City of Doral.
- A recent boundary/topographic survey in electronic (AutoCAD 2018 or later) format.
- Fill tickets, density test reports, as-builts and survey of the site in AutoCAD (2007 or more current version) and PDF formats, once it has been vacated by the contractor currently occupying it.
- Design drawings / As-builts of the NW 41st Street Improvements about to commence construction.
- As-builts of the adjacent community to the site's west side to CMA for coordination.
- As-built drawings of the proposed gravity sewer (to which the restroom lateral for this project shall be connected) and M-D WASD easement in the NE corner of the site.
- As-builts for the boardwalk, seawall and 96" drainage pipe along the north side of the park site.

ASSUMPTIONS AND EXCLUSIONS

1. The widening of NW 41st Street is not a part of this proposal.
2. Boundary/topographic survey is to be provided by the City of Doral.
3. Should existing franchise utilities (such as FPL, telecom, and natural gas) require relocation, Consultant shall identify said relocation on contract documents. The relocation effort shall be identified by CMA, but the actual relocation shall be the responsibility of the contractor.
4. Contractor to obtain any necessary NPDES NOI permits
5. Contractor to prepare any dewatering plans and obtain a dewatering permit(s).
6. CMA shall obtain all regulatory agency approvals. Contractor to obtain right-of-way construction permits.
7. Contractor shall provide signed & sealed as-built drawings to CMA for review and approval.
8. This proposal assumes a one (1) week client review time at each submittal phase.
9. This proposal assumes that this project shall be undertaken in one (1) phase.

10. The site, once vacated by the contractor currently utilizing the site as a staging area, shall be filled with appropriate clean fill by the owner. Fill tickets, density test reports, as-builts and survey shall be provided to CMA.
11. It is understood that the site shall be filled to approximately elevation 8.0' or 8.5', as agreed by the City and the contractor.
12. The project immediately to the east of the proposed park site (Elan designed by HSQ) will be required to construct a gravity sewer main within an M-D WASD easement to the eastern property line at the NE corner. CMA shall connect the proposed restroom building sanitary lateral to this gravity main. PMT/City shall provide as-built drawing to CMA. As a result, CMA will have flexibility to locate the restroom building closer to the NE corner of the site, as feasible for a coordinated design. This will be coordinated with the PMT/City.
13. CMA shall maintain/provide various areas for art in public spaces throughout the site (to be coordinated with PMT/City) in their design.
14. CMA shall include a preliminary Engineer's Opinion of Probable Cost with each deliverable submittal.
15. CMA shall attempt to utilize the perimeter swale areas and rain gardens for required storm water storage. The multi-purpose greenspace shall be designed to remain 'dry' at all times.
16. CMA shall provide an IT closet on the backside of the restroom building. No IT equipment shall be provided within the closet under this scope of work. The intent of the closet is for WiFi and CCTV equipment in the future. CMA shall also provide location identifications for future CCTV poles (but not the actual poles), and the pull boxes/conduits from the IT closet to the pole locations.
17. CMA shall incorporate the history of the White Golf Course into educational/sign boards at the park, Locations to be determined during the design
18. There is a newly constructed 96" outfall drainage pipe along the north property line of the park site, discharging into the lake via the new sea wall/bulkhead.
19. The City shall assist with coordinating a meeting for CMA with City personnel regarding the art in public spaces requirements/availabilities as soon as possible.
20. The Scope of Work excludes any three-dimensional renderings.
21. This proposal excludes any special inspector services. Our understanding is that these services, if required, will be handled by the City.
22. The Scope of Work excludes written specifications.
23. The Scope of Work excludes Post Occupancy Evaluations.
24. The Boundary Survey (to be provided by the City) shall include:
 - Existing boundary, property, and easement information, location of above ground features.
 - Spot elevations on 50' grid along the survey limits within additional with more elevations on a tighter grid as needed to sufficiently depict the existing condition of the site.
 - Physically verified and electronically recorded boundary, utility, road, building, and other information as necessary to provide an ALTA Survey per State Law and the Table A items (1, 2, 3, 4, 5, 8, 11, 14, and 21).



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 Fax: +1 (786) 497-2300
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SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide construction documents, bidding assistance and construction inspection and administrative services in accordance with RFQ 2019-43 Architectural & Engineering Services and Related Disciplines for the White Course Park.

The total lump sum and Hourly Not to Exceed fees for this project will be divided on the following page:

Task	Task Description	Lump Sum Fees	Max. Not-to-Exceed Fees	Total fees
1	Design Development	\$86,320.00		\$86,320.00
2	Construction Documents	\$59,860.00		\$59,860.00
3.1	Competitive Bidding	\$6,250.00		\$6,250.00
3.2	Permitting	\$14,400.00		\$14,400.00
4	Construction Administration (Refer to Exhibit A attached for hourly breakdown)		\$33,960.00	\$33,960.00
5	Project Closeout	\$8,030.00		\$8,030.00
	SUBTOTAL	\$174,860.00	\$33,960.00	\$208,820.00
	SUB-CONSULTANTS			
	Electrical Engineering – Osborne Engineering	\$23,400.00		\$23,400.00
	Geotechnical Engineering – Blascom Engineering, LLC	\$6,920.61		\$6,920.61
	Structural Engineering – MUEngineers, Inc.	\$19,000.00		\$19,000.00
	Architecture – PGAL	\$28,500.00		\$28,500.00
	Traffic Engineering – Caltran Engineering Group, Inc.	\$2,000.00		\$2,000.00
	TOTAL	\$287,740.61	\$33,960.00	\$287,740.61

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in the RFQ, and approved by the PMT before incurring any expense.

Task(s)	Optional Services	Lump Sum Fees	Total Fees
O1	HVAC Design for Restroom Building	\$11,850.00	\$11,850.00



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This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope. Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at gmendez@chenmoore.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Gregory Mendez", is centered below the text "Respectfully submitted,".

CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Miami Branch Manager / Senior Engineer

Cc: Jose L. Acosta, P.E., Chen Moore and Associates; Cristobal Betancourt, RLA, AICP, Chen Moore and Associates; Salome Montoya, BCC Engineering; Victor Herrera, PE, BCC Engineering; David Soler, BCC Engineering

Exhibit "B"

RFQ 2019-43

EXHIBIT "B"

White Course Park RFQ Scope of Services

Task 1: Design and Schematic Design

- 1.1 Engineer shall analyze the City's approved conceptual design for the White Course Park as attached in the RFQ as **Exhibit "C"**.
- 1.2 **Site Development Planning:** Engineer shall prepare site development drawings based on the approved conceptual design, which may include site survey, land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities, geotechnical site testing, environmental, photometric, landscaping and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts, and features. Engineer shall coordinate site design with the proposed Boardwalk to be built by a private builder and the seawalls built as part of the Downtown Doral South development, refer to **Exhibit "E"** (drawings are for reference only). Site planning shall take into consideration third party green building certification and environmental and sustainability initiative requirements (i.e. LEED, Florida Green Building Certification, Green Globes, Envision, SITES Certification...etc.).
- 1.3 **Site Plan Approval:** Engineer shall prepare and submit all required information needed to complete the City of Doral's Planning & Zoning Department Site Plan Approval Process based on Site Development drawings. This includes but is not limited to preparing and submitting reports and studies as required by the City of Doral Planning & Zoning Department.
- 1.4 **Utility Development Planning:** Engineer shall establish requirements and prepare initial designs for the on-site utilities, which may include electrical service and distribution, propane service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines.
- 1.5 **Structural System Analysis:** Engineer shall identify and research applicable building construction typologies. Present to the City for selection.
- 1.6 **Parking and Circulation Analysis:** Engineer shall determine parking requirements for the Project, including the number of parking spaces required by governing agencies and the City. As part of such analysis, Engineer shall include the coordination of the park circulation (ingress and egress) with the NW 41st Street widening project. Refer to **Exhibit "D"** (drawings are for reference only). This includes but is not limited to preparing and submitting traffic memorandum as required by the City of Doral Public Works Department.
- 1.7 **Estimate of the Cost of the Work:** Engineer shall prepare a preliminary estimate of the cost of the work for the development of the site based on the design approved by the City.

- 1.8 **Planning, Zoning, and Code Analysis:** Engineer shall identify and research applicable planning and zoning ordinances and Florida Building Code requirements. Develop and present to the City. Includes the preparation and revision of amendments to the City's comprehensive master plan to guide development within the City. Review development proposals to verify compatibility with the City's concurrency thresholds and requirements to meet the comprehensive plan. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.
- 1.9 **Americans with Disabilities Act (ADA) Code Analysis:** Engineer shall identify and research applicable ADA standards and Florida Building Code requirements. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.
- 1.10 **Meetings and Presentations:** Engineer shall attend meetings, public hearings, and citizen information meetings as directed by the City. Engineer shall represent the City in presenting the proposed development to the governing agencies for approval. Engineer shall prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.
- 1.11 **Engineer shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget.** The documents shall illustrate the scale and relationship of the Project components. The Schematic Design Documents shall include elevations, building sections, and outline specifications. The Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings and / or described in writing.
- 1.12 **Engineer shall review with the City alternative approaches to design and construction of the Project.** The Engineer shall review, with the City, site use and improvements and alternative approaches to selection of materials, building systems, and equipment. Engineer shall provide general recommendations on construction feasibility, availability of materials and labor, time requirements for construction, and factors related to Project cost, including costs of alternative designs or materials, preliminary budgets, and possible economies of scale. Information will be presented in a Schematic Design report.
- 1.13 **Engineer shall provide any necessary further evaluation or refinement of the program, schedule and budget requirements, shall identify and analyze requirements of governmental authorities having jurisdiction to approve the Project design, and shall participate in consultations with such authorities.**
- 1.14 **Engineer shall schedule and conduct meetings to present, confirm, and finalize design elements with facility users / departments / administration.** Engineer shall distribute meeting minutes and record all decisions.
- 1.15 **Engineer shall coordinate and attend meetings with appropriate zoning and code officials.** (State and Local building code officials, planning, fire marshal, water, energy, accessibility, health, pollution control, environmental). Engineer shall distribute meeting minutes and record all decisions.
- 1.16 **Upon completion of the Schematic Design phase, the Engineer shall provide copies of the Schematic Design Documents to the City for review and written approval.**

Deliverables:

Schematic Drawings shall include:

- Cover sheet with drawing index
- Site plan noting all major building and site features, zoning, parking, and preliminary material considerations
- Preliminary life safety plans / code plans
- Preliminary floor plans
- Principal building elevations (noting materials)
- Major building sections (transverse and longitudinal)

Schematic Design Report shall include:

- Statement of project concept
- Statement of key project issues as they relate to project scope, cost and schedule, including identification of risk factors, quality control and salient project features.
- Building area tabulation showing comparison to Program
- Statement of building systems including building envelope, structural system, mechanical systems, preliminary energy analysis summary, alternative energy uses and associated systems, and preliminary life cycle cost comparisons of major systems.
- Sustainable design goals and strategies
- Outline project specifications
- Order of Magnitude cost estimate – square footage estimate
- Statement of value engineering
- Primary materials being considered

Task 1 Schedule: 45 calendar days

Task 2: Design Development

- 2.1 Engineer shall provide Design Development Documents based on the approved Schematic Design Documents along with **Exhibit "C"** and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size, appearance, finishes and color schedule (exterior and interior) of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.
- 2.2 Engineer shall provide program reconciliation on a space-by-space tabulated comparison. City shall confirm this program as FINAL in writing.
- 2.3 Engineer shall include a final completed code analysis for inclusion in the Project Manual.
- 2.4 Engineer shall provide that the site design is refined, the plans, sections, elevations, etc. are drawn to scale, principle dimensions are noted, the structural system is laid out, and major mechanical, plumbing, and electrical components and distribution routes are located. Engineer shall provide that critical interior spaces are drawn and elevated for review.

- 2.5 Engineer shall schedule and conduct meetings to present, confirm, and finalize material and finish selections with facility users / departments / administration. Engineer shall distribute meeting minutes and record all decisions.
- 2.6 Engineer shall incorporate all sustainable design elements / products proposed for certification.
- 2.7 Upon completion of the Design Development phase, the Engineer shall provide copies of the Design Development documents to the City for review and written approval.
- 2.8 Upon completion of the Design Development phase the Engineer shall prepare and submit, for the City's approval, a detailed estimate of the Cost of the Work. In establishing the detailed estimate of the Cost of the Work, the Engineer shall include reasonable contingencies for design, bidding, and price escalation and determine, in conjunction with the City, the materials, equipment, component systems, and types of construction to be included in the Contract Documents. Engineer shall review any difference between the Construction Budget and the detailed estimate of the Cost of the Work, identify reasons for any difference, and recommend means to eliminate the difference.

Deliverables:

A drawing package that defines and describes the design of the project including:

- Title Sheet
- Site survey
- Civil plans – building location plan, paving, grading, material indications, utilities, storm water, fire protection, water distribution, sanitary distribution, and preliminary details
- Landscape plans including planting plan, schedules, and irrigation system
- Hardscape plans
- Architectural site plan
- Life safety / code plans and details
- Floor, ceiling, and roof plans
- Furniture, fixtures, and equipment plans / schedules
- Building elevations
- Building sections and wall sections
- Enlarged plans and interior elevations
- Millwork plans and elevations
- Door and window schedules
- Room finish schedules indicating materials
- Materials / finish color schedule
- Vertical circulation plans and sections
- Plan and enlarged details – interior and exterior
- Structural engineering – foundation design, framing plans, non-typical framing details, column schedule, preliminary details
- Mechanical, plumbing, and electrical – systems floor plans (duct layout, sanitary and water piping, power and lighting), major equipment indications, penetration locations, chases established, roof plans, site utility coordination, site lighting plans, fixture schedules, riser diagrams, general notes, preliminary details of major, access control, and unique conditions

- Technology and data/communication plan(s) to also include site and building low voltage, WIFI, and site and building CCTV
- Fire protection - performance based design

A preliminary project manual that includes bidding requirements, contract forms, general conditions of the project, general requirements, and specifications including:

- Table of contents
- Drawing index
- Building code study
- General and supplemental conditions (AIA based documents)
- Comprehensive, abbreviated methods, materials, and systems descriptions in tune with drawings.
- Catalog cut sheets of finish equipment and fixtures

Exterior and interior material finish boards (if requested)

Task 2 Schedule: 45 calendar days

Task 3: Construction Documents

- 3.1 Engineer shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- 3.2 Engineer shall identify construction-testing needs and communicate to City. Quality assurance testing shall be indicated in each specification division; defining the type of test and method; test frequency; test pass/fail tolerance; and action required for failed tests.
- 3.3 Engineer shall schedule and conduct meetings to present, confirm, and finalize project details / selections with facility users / departments / administration. Engineer shall distribute meeting minutes and record all decisions.
- 3.4 Engineer shall incorporate all sustainable design elements / products proposed for certification.
- 3.5 Engineer shall provide for coordination / documentation of City supplied Furniture, Fixtures, and Equipment including items to be relocated from existing facilities and new items.
- 3.6 Engineer shall revise the detailed estimate of the Cost of the Work, as applicable, based upon the completed Construction Document submission. This estimate shall be the basis for the overall project Cost of Work.

Deliverables:

100% construction documents detailing the scope of work to be performed. A 100% complete project manual that includes bidding requirements, contract forms, conditions of the project, general requirements, specification, and CAD files.

Task 3 Schedule: 45 calendar days

Task 4: Bidding and Permitting

4.1 Competitive Bidding

- 4.1.1 Engineer shall review and approve the bid package uploaded in Demand Star bidding service.
- 4.1.2 Engineer shall consider requests for substitutions, permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- 4.1.3 Engineer shall participate in at the City's direction and conduct a pre-bid conference for prospective bidders.
- 4.1.4 Engineer shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the City for upload in Demand Star in the form of addenda.
- 4.1.5 Engineer shall assist the City in bid validation or proposal evaluation and determination of the successful bid or proposal.

4.2 Permitting

Engineer shall submit to Owner's Representative such sets of the Drawings and Specifications as they may require for approval, together with any necessary completed applications. Submission includes all signed and sealed documents. Owner's Representative will turn over to Contractor such sets of Drawings for permitting and any necessary changes that are required as a result of the permit review process, Engineer will update the drawings as part of base contract fee.

Deliverables: Written responses to jurisdictional / legal reviews or inquiries (i.e. state and local building code officials, planning, fire marshal, water, energy, accessibility, health, pollution control, environmental)

Task 4 Schedule: 45 calendar days

**** Total # of calendar days for completion of Tasks 1-4 = 150 days from Notice to Proceed**

Task 5: Construction Administration (Additional if required)

5.1 General Administration

- 5.1.1 Engineer shall provide administration of the Contract between the City and the Contractor(s) as set forth. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the City.
- 5.1.2 The Engineer's responsibility to provide Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the City of the final Certificate for Payment. However, the Engineer may be entitled to a Change in Services when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.
- 5.1.3 Engineer shall be a representative of and shall advise and consult with the City during the provision of the Contract Administration Services. The Engineer shall have authority to act on behalf of the City only to the extent provided in the Agreement unless otherwise modified by written amendment.
- 5.1.4 Duties, responsibilities and limitations of authority of the Engineer shall not be restricted, modified or extended without written agreement of the City and the Engineer with consent of the Contractor, which consent will not be unreasonably withheld.
- 5.1.5 Engineer shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Engineer and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 5.1.6 Engineer shall on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 5.1.7 Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Engineer shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either.
- 5.1.8 Engineer shall expeditiously render initial decisions on claims, disputes or other matters in question between the City and Contractor as provided in the Contract Documents. However, the Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

5.2 Evaluations of the Work

- 5.2.1 Engineer, as a representative of the City, shall visit the site on a weekly basis at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City and the Engineer to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if

the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods or techniques, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

- 5.2.2 Engineer shall record the progress of the Project and provide written reports to the City on a bi monthly basis, unless otherwise agreed in writing. Such reports shall include, but are not limited to, information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion, workers on site at time of visit, weather conditions, conditions of the site, and with whom deficiencies were communicated to.
- 5.2.3 Engineer shall call special meetings to report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Engineer shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 5.2.4 Engineer shall at all times have access to the Work wherever it is in preparation or progress.
- 5.2.5 Except as otherwise provided in the Agreement or when direct communications have been specially authorized, the City shall endeavor to communicate with the Contractor through the Engineer about matters arising out of or relating to the Contract Documents.
- 5.2.6 Engineer shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

5.3 Certification Of Payments To Contractor

- 5.3.1 Engineer shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Engineer's certification for payment shall constitute a representation to the City, based on the Engineer's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results

of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

5.3.3 Engineer shall maintain a record of the Contractor's Applications for Payment.

5.4 Submittals

5.4.1 Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer shall document each submittal with the appropriate status stamp and/or notations. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods or techniques. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

5.4.2 Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

5.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Engineer shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

5.5 Changes In The Work

5.5.1 Engineer shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. However, the Engineer must inform the City of said minor changes in Work

prior to the changes being made. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

- 5.5.2 Engineer shall review properly prepared, timely requests by the City or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a minor change in the Work or recommend to the City that the requested change be denied.
- 5.5.3 If the Engineer determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the City, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Engineer. With the City's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the Contractor.
- 5.5.4 Engineer shall maintain records relative to changes in the Work.

Deliverables: As required by aforementioned Scope of Work

Task 5 Schedule: 210 calendar days from construction phase commencement

Task 6 – Project Closeout (Additional if Required)

6.1 Project Completion

- 6.1.1 Engineer shall conduct inspections to determine punch list items after request from Contractor for Substantial Completion and dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- 6.1.2 Engineer shall Coordinate systems training sessions and provide all O & M manuals with the user's facility maintenance staff and departments.
- 6.1.3 The Engineer's inspection shall be conducted with the City's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

6.1.4 When the Work is found to be substantially complete, the Engineer shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.1.5 Engineer shall receive from the Contractor and forward to the City: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens.

6.2 Post Occupancy

6.2.1 Engineer shall meet with the City or the City's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

Deliverables:

As required by aforementioned Scope of Work

Task 6 Schedule: Beginning at substantial completion of construction with duration of one (1) year.

Contingent Items (Additional if required)

Construction Materials Engineering and Testing Services

Reimbursable Allowance (application fees / reports)

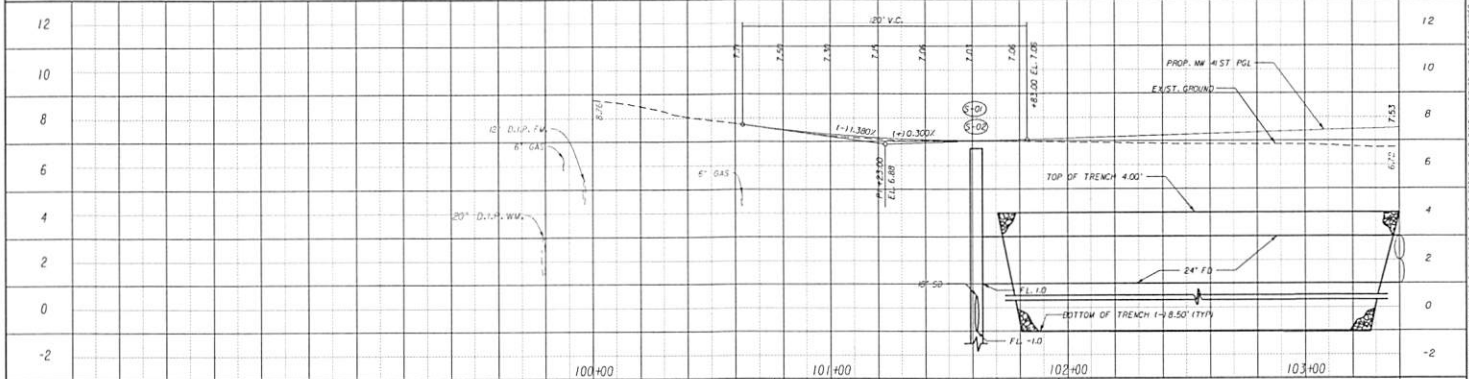
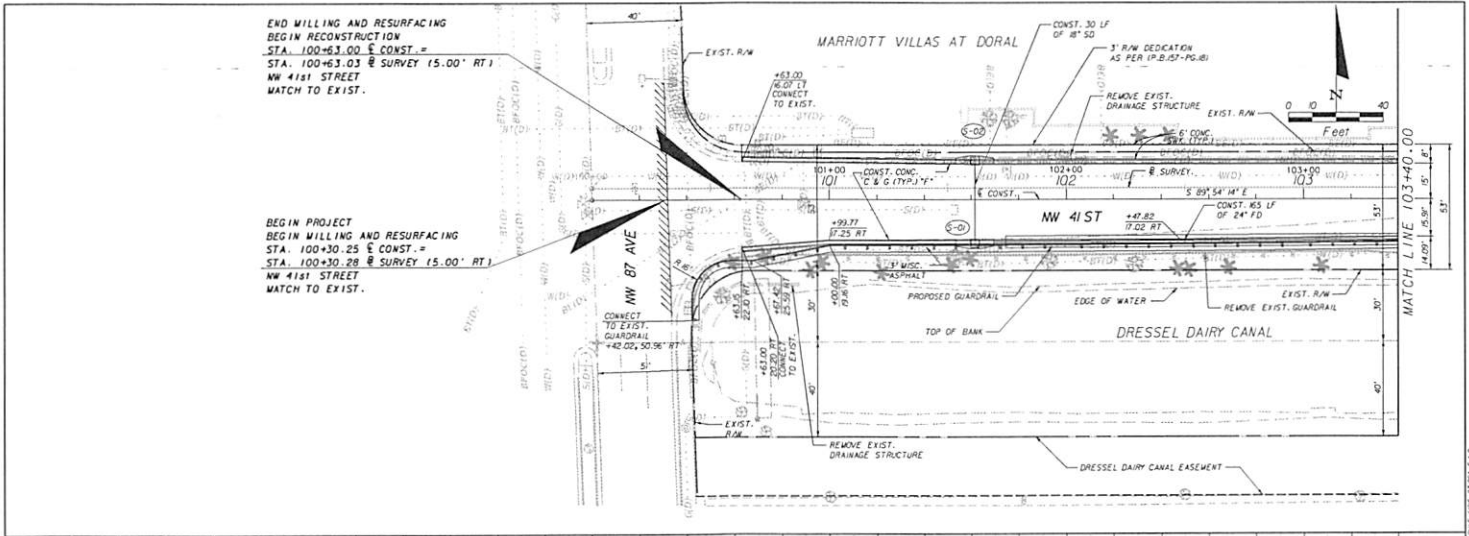
EXHIBIT “C”

White Course Park Conceptual Design



EXHIBIT "D"

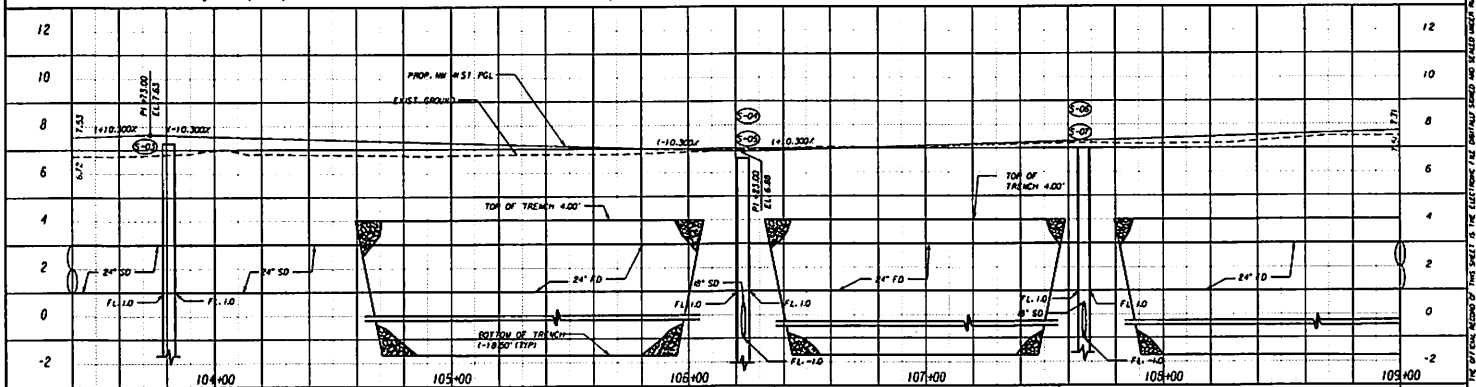
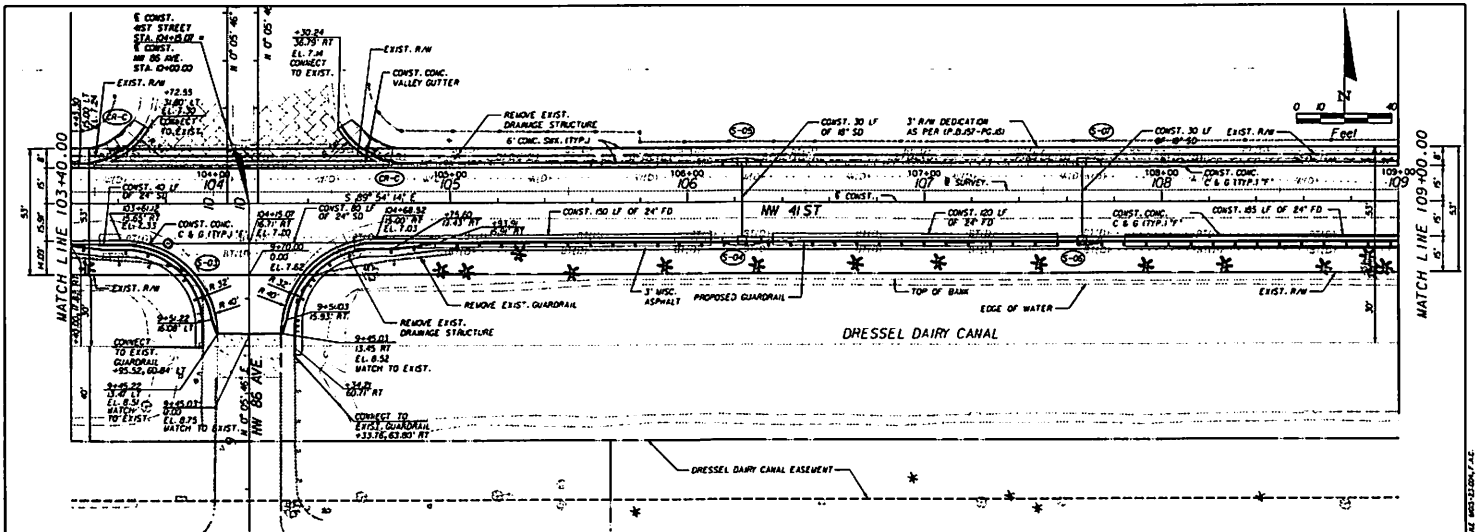
NW 41st Street Roadway Widening



REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
N/A	MIAMI-DADE	N/A		

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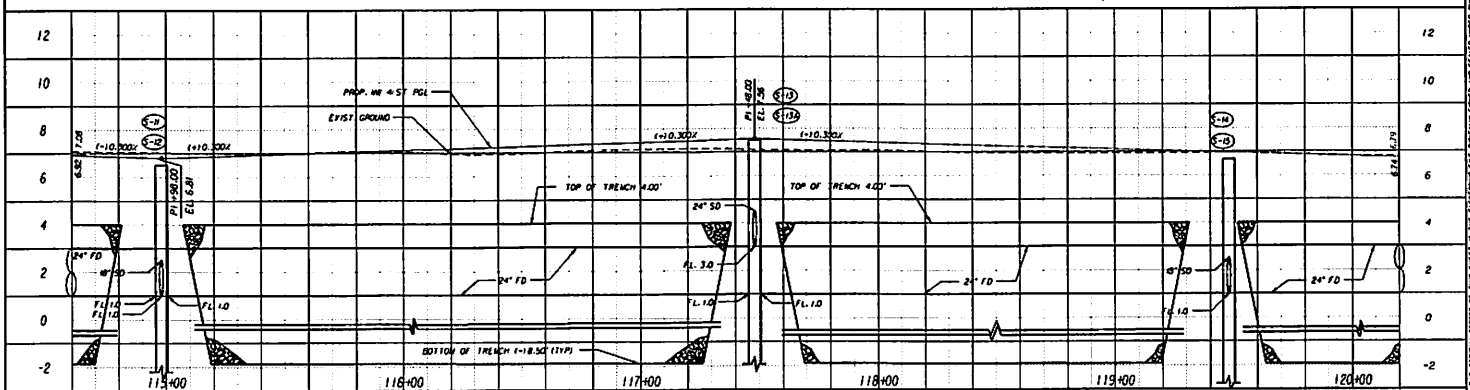
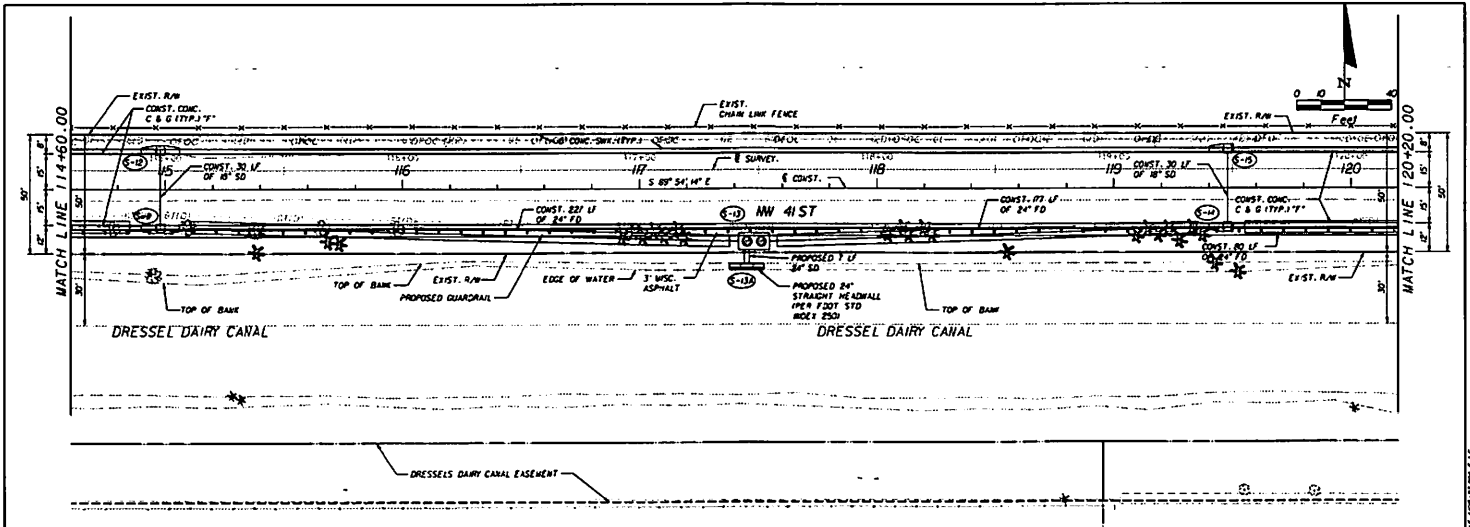
RODNEY C. DEVERA, P.E.
 P.E. LICENSE NO. 71384
 R.C. CONSULTING, INC.
 805 NW 57TH AVENUE, SUITE 402
 MIAMI, FL 33126
 CERTIFICATE OF AUTHORIZATION 0000000

CITY OF DORAL
 DEPARTMENT OF PUBLIC WORKS
 ROAD NO. COUNTY FINANCIAL PROJECT ID
 N/A MIAMI-DADE N/A

ROADWAY PLAN-PROFILE (2)

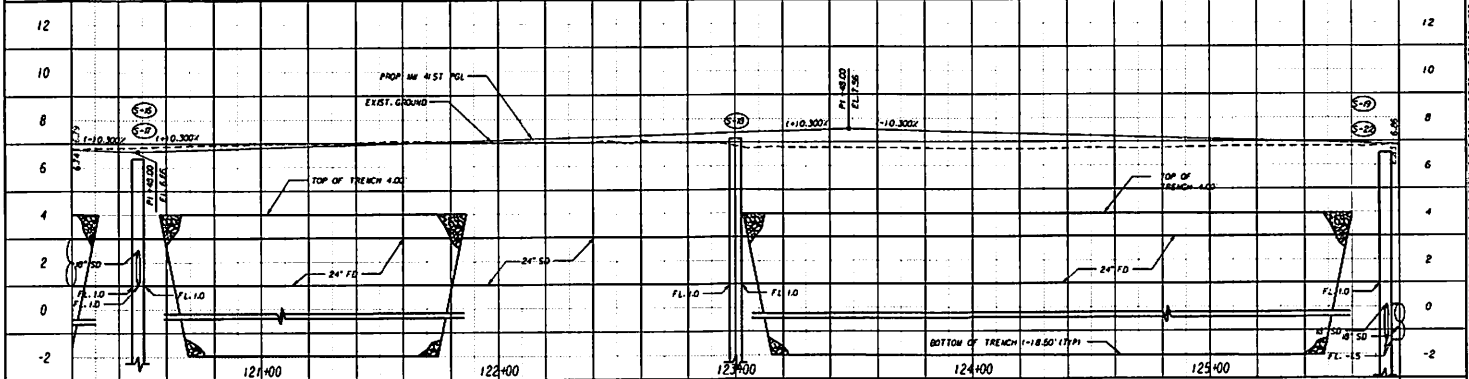
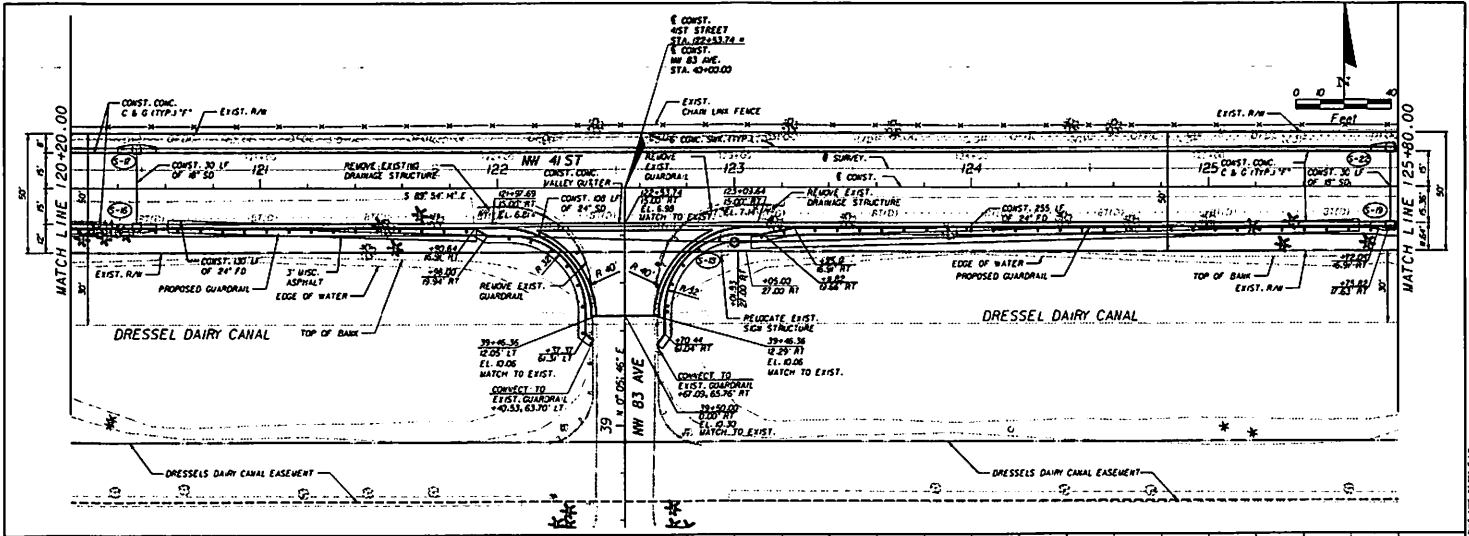
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DATE	DESCRIPTION	DATE	DESCRIPTION	DEPARTMENT OF PUBLIC WORKS			
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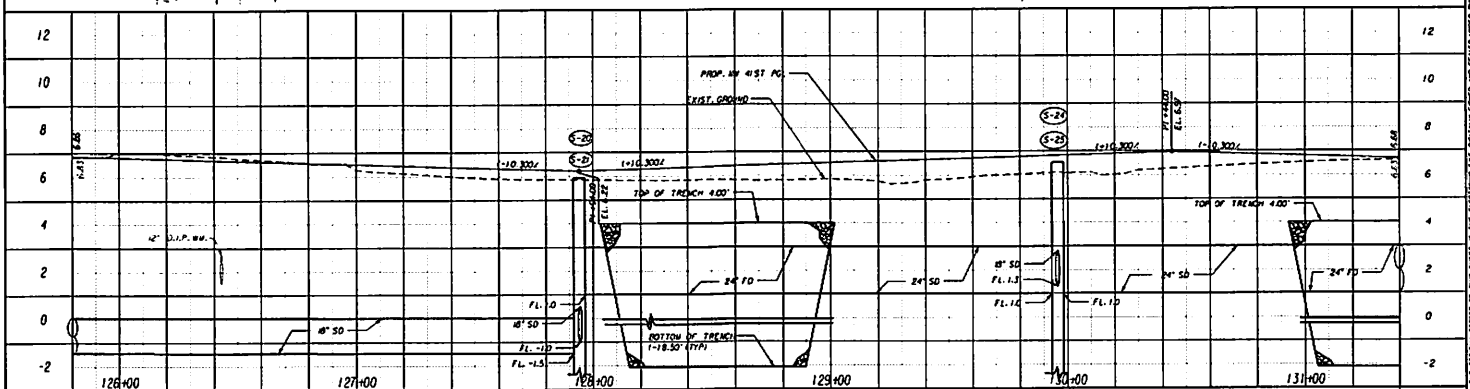
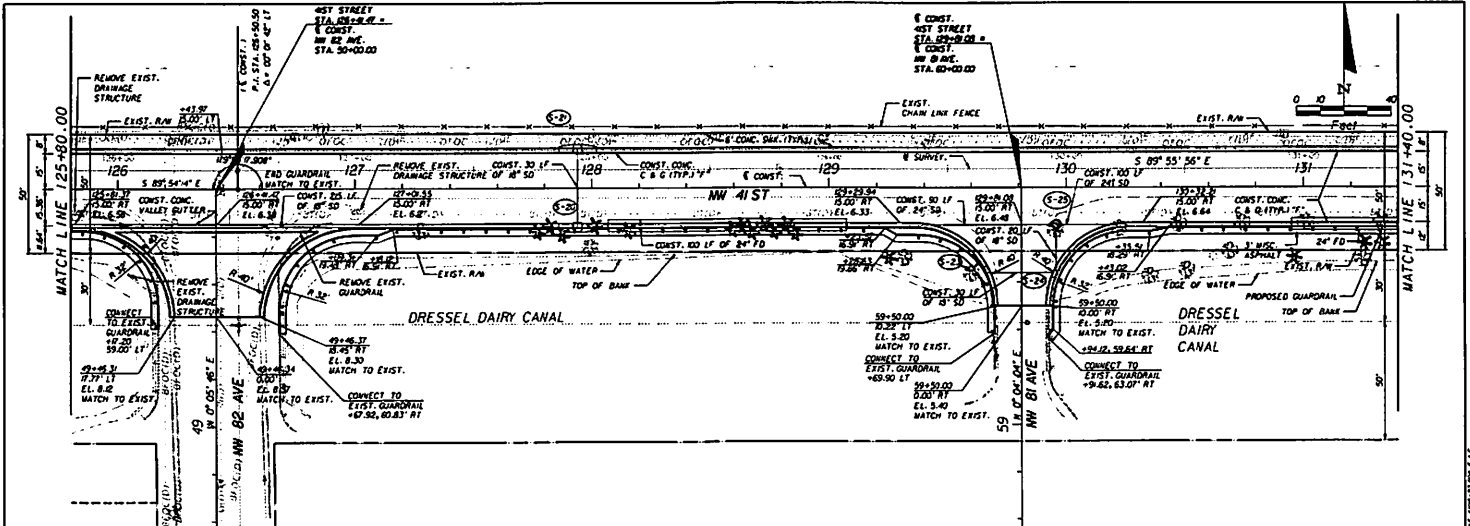
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DATE	DESCRIPTION	DATE	DESCRIPTION

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 EAC CONSULTING, INC.
 805 NW 57th AVENUE, SUITE 402
 MIAMI, FL 33142
 CERTIFICATE OF AUTHORIZATION 0000000

CITY OF DORAL
 DEPARTMENT OF PUBLIC WORKS
 ROAD NO. COUNTY FINANCIAL PROJECT ID
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ROADWAY PLAN-PROFILE (G)
 SHEET NO. 16

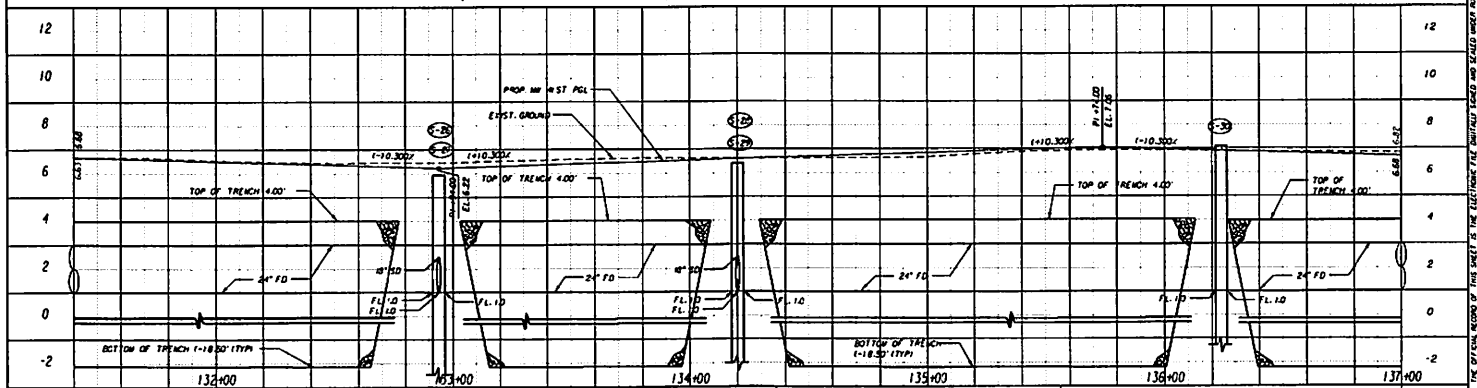
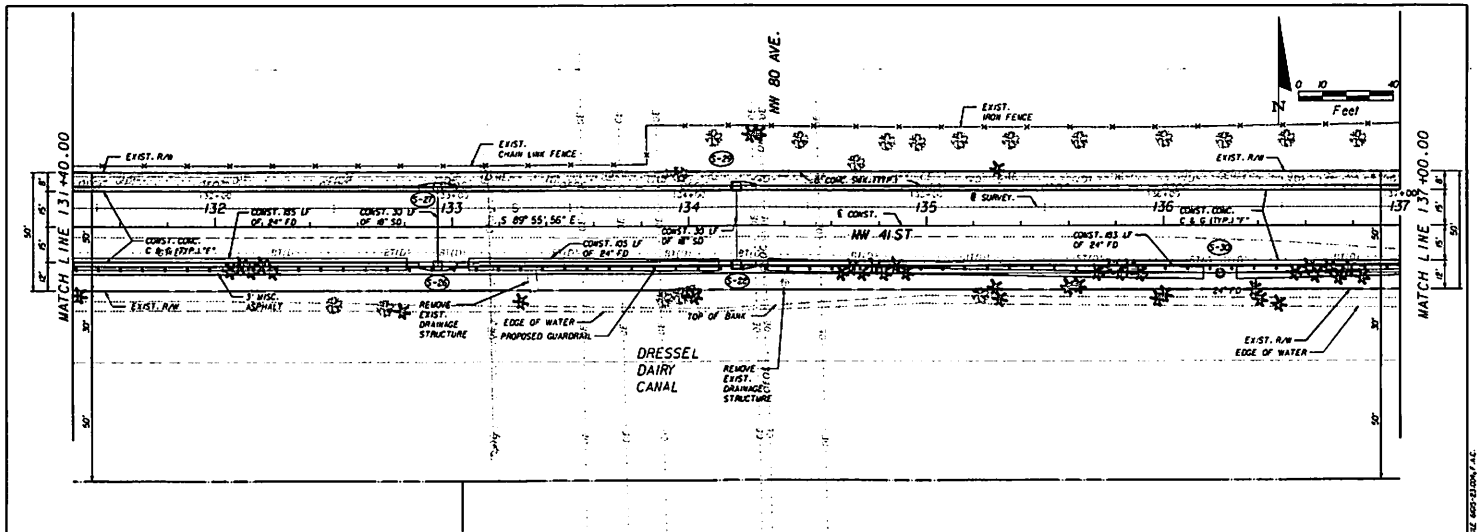
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 805 NW 57th Avenue, Suite 402
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 CERTIFICATE OF AUTHORIZATION 0000000

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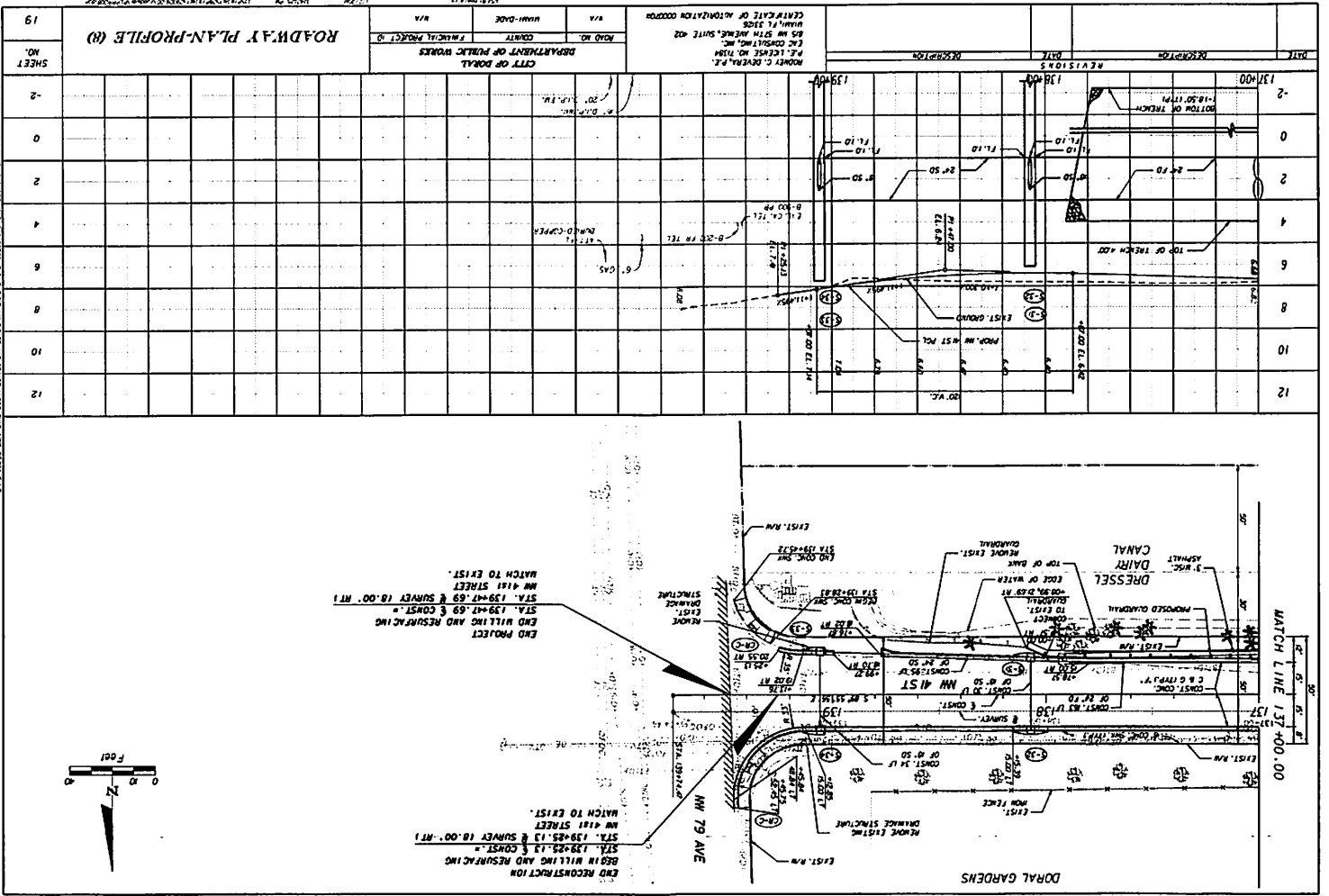
RODNEY C. DEVERA, P.E.
 P.E. LICENSE NO. 71384
 R/C CONSULTING, INC.
 615 NW 57TH AVENUE, SUITE 402
 MIAMI, FL 33150
 CERTIFICATE OF AUTHORIZATION 000070H

CITY OF DORAL
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ROADWAY PLAN-PROFILE (7)

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SHEET NO.	DESCRIPTION	DATE
19		

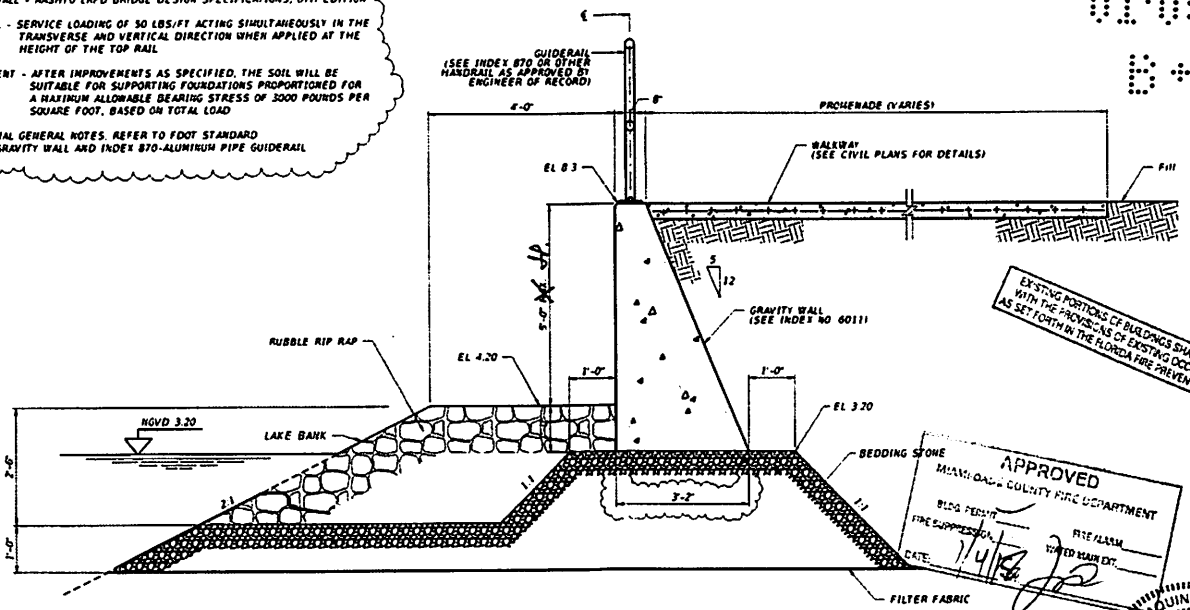
EXHIBIT "E"

Boardwalk Typical Section

DORAL
010510
B-2

GENERAL NOTES

DESIGN CRITERIA
 GRAVITY WALL - AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 6TH EDITION
 GUIDERAIL - SERVICE LOADING OF 30 LBS/FT ACTING SIMULTANEOUSLY IN THE TRANSVERSE AND VERTICAL DIRECTION WHEN APPLIED AT THE HEIGHT OF THE TOP RAIL
 SOIL STATEMENT - AFTER IMPROVEMENTS AS SPECIFIED, THE SOIL WILL BE SUITABLE FOR SUPPORTING FOUNDATIONS PROPORTIONED FOR A MAXIMUM ALLOWABLE BEARING STRESS OF 3000 POUNDS PER SQUARE FOOT, BASED ON TOTAL LOAD
 FOR ADDITIONAL GENERAL NOTES, REFER TO FDOT STANDARD INDEX 6011-GRAVITY WALL AND INDEX B70-ALUMINUM PIPE GUIDERAIL



EXISTING PORTIONS OF BUILDINGS SHALL COMPLY WITH THE PROVISIONS OF EXISTING OCCUPANCIES, AS SET FORTH IN THE FLORIDA FIRE PREVENTION CODE.

APPROVED
 MIAMI-DADE COUNTY FIRE DEPARTMENT
 BLDG. PERMIT
 FIRE SUPPRESSION
 DATE: 7/4/18
 FILE/PLAN
 TYPED NAME EXT.

BOLTON PEREZ & ASSOCIATES
 LICENSE
 No. 37336
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

SECTION-A

<p>BOLTON PEREZ & ASSOCIATES 1295 COMMERCE CENTER DRIVE, SUITE 201 MIAMI, FLORIDA 33131 CERTIFICATE OF AUTHORIZATION 7994 JOAQUIN PEREZ, P.E. P.E. LICENSE NUMBER 37336</p>				<p>TYPICAL SECTION DOWNTOWN DORAL SOUTH</p>		<p>2 OF 2</p>
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SCALED UNDER RULE 61G13-23.004, F.A.C.



City of Doral

RFP No. 2019-43 – A/E Services for the White Course Park Addendum No. 1

Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

1. Are there any contamination issues on the site?
 - No, not to the best of the City's knowledge.
2. Can we please obtain documentation of such?
 - Yes, see attached documentation.
3. Re: Para. 2.12 on p. 17 regarding Exceptions to Specifications: This RFP is a request for professional landscape architecture and engineering services, however its general wording is geared more toward a construction contract/bid. In addition, the indemnification language on page 11 is in violation of FL Statute 725.08 and we believe it is void and unenforceable. If selected for this contract, would the City allow us to negotiate similar contract terms and conditions to a professional services agreement we signed with the City in October 2019?
 - The City is looking into this further and will provide a response as soon as possible.
4. TAB 3: Firm Background – Background, qualifications and experience of the firm. The submission should include:
 - a. Details on the qualifications of the applicant/firm, including documentation of the applicant(s) previous experience with similar work related to park design services to governmental agency (city/county/state/federal) during the past ten (10) years. Include firm's size, structure, location of management and charter authorization and, architectural or engineer licenses to do business in the State of Florida. Also, include the firm's national, statewide and local service capabilities. Individual applicants must demonstrate clear capability of experience, schedule capability and references.
 - I. Please clarify what type of documentation is being requested.
 - Documentation here, may be defined as narrative as to proof of actual work performed based on the requirements.
 - II. References are also requested within the forms. Are these to be repeated?
 - The form "Bidder Qualification Statement" is for minimum experience requirement. Additional references provided may or may not suffice as such.
 - III. What sections for the forms belong in? Please clarify.
 - All required forms must be placed in **Tab 8 – Required Forms and Additional Documentation.**
5. Page 26 – Tab 4/Experience, #5 - Provide proof of initial cost estimates of all park projects the firm has designed in the last five (5) years and the final actual cost of all projects. Please clarify.
 - a. What is Considered Proof?
 - Engineers estimates, Opinions of Probable Costs (OPCs), or awarded construction costs.
 - b. Some projects are master plans that were not meant to be built.



City of Doral

RFP No. 2019-43 – A/E Services for the White Course Park Addendum No. 1

- We will accept master plans for parks, if an OPC was developed please identify.
6. Page 26 – Tab 5/Personnel, #2 - Provide a spreadsheet showing all key professional who will be directly responsible for services to the City. Include the following information; title, number of years at your firm, total number of years of experience with public entities, professional designations or licenses and peer review evaluations.
 - a. What kind of peer review evaluations are being requested? Evaluations in our office are considered confidential. Please clarify.
 - As stated at the pre-bid meeting this is in regard to reference letters provided by clients.
 7. On page 26 of the RFQ for Tab 5: Personnel #2 you require peer reviews for the personnel. Can you please explain what is needed in this section?
 - Peer review is referencing recommendation letters provided by clients.
 8. On page 52 you ask for: The full names and residences of stockholders, persons, or firms interested in the foregoing RFQ, as principals, are as follows: Do you require the information for the principal who signs the form?
 - Yes, the information for the principal is required as well as any additional stockholders as it pertains to this project.
 9. I see there's an Exhibit A with Insurance Requirements, is proof of Insurance to be submitted with the Qualifications package, and if so, where?
 - As per Section 2.11 – Insurance Requirements – “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 above.” If proof of insurance is being submitted with the solicitation response, please include it in Tab 8 – Required Forms and Additional Documentation.
 10. I see there are several Required Forms to be filled-out and submitted, is there a certain tab for these forms, or where should we insert?
 - The forms must be submitted within Tab 8 – Required Forms and Additional Documentation.



City of Doral
RFP No. 2019-43 – A/E Services for the White Course Park
Addendum No. 1

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **A/E Services for the White Course Park**, 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:

(Subcontractor's Names)

_____ to comply with such act or regulation.

CONTRACTOR

BY: _____

ATTEST

END OF SECTION

**This instrument prepared by and
when recorded return to:**

Steven J. Vainder, Esq.
White & Case LLP
200 South Biscayne Blvd., Suite 4900
Miami, Florida 33131

Tax Folio Number: a portion 35-3022-002-0010 and a portion of 35-3022-000-0110

Space above this line for recorder's use

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of this 24 day of September, 2019, by WHITE COURSE LENNAR, LLC, a Florida limited liability company, whose mailing address is 730 N.W. 107th Avenue, Suite 300, Miami, FL 33172, and CC-WCD TIC, LLC, a Delaware limited liability company, whose mailing address is 2020 Salzedo Street, Suite 200, Coral Gables, FL 33134, each as to an undivided 50% interest, as tenants in common (collectively, "Grantor"), in favor of CITY OF DORAL, a municipal corporation ("Grantee"), whose mailing address is 8401 N.W. 53rd Terrace, Doral, Florida 33166.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns, forever, the real property described in Exhibit "A" attached (the "Property"), in Miami Dade County, Florida.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Taxes for the year 2019 and thereafter, not yet due and payable;
2. Zoning and other regulatory laws and ordinances, prohibitions and other requirements imposed by governmental authority; and
3. Restrictions, reservations, covenants, conditions, limitations and easements of record, without reimposition of the same.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

WITNESSED BY:

GRANTOR:

CC-WCD TIC, LLC, a Delaware limited liability company, as to an undivided 50% interest, as tenant in common

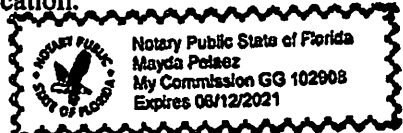
[Signature]
Name: Arielys Peña

[Signature]
Name: Diana Lazo

By: [Signature]
Harold Eisenacher, Vice President

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 24 day of September, 2019, by Harold Eisenacher, as Vice President of CC-WCD TIC, LLC, a Delaware limited liability company, on behalf of the company, and who is personally known to me or has produced a driver's license as identification.



My Commission expires:

[Signature]
Notary Public, State of Florida

Mayda Pinaez
Printed Name of Notary Public

LEGAL DESCRIPTION:

A PORTION OF, REVISED PLAT OF ORIZABA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA AND A PORTION OF THE RIGHT-OF-WAY FOR N.W. 84 AVENUE, WHICH LIES WITHIN THE SOUTH 3/4 OF THE S.W. 1/4 OF SAID SECTION 22, AS SHOWN ON SAID PLAT OF, REVISED PLAT OF ORIZABA, AS CLOSED VACATED AND ABANDONED PURSUANT TO RESOLUTION 1403-70, AS RECORDED IN OFFICIAL RECORDS BOOK 7051 AT PAGE 585 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "A" OF "WHITE VIEW SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 157, AT PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N11°14'24"W, ALONG THE EASTERLY BOUNDARY OF SAID TRACT "A" OF "WHITE VIEW SUBDIVISION", FOR A DISTANCE OF 379.22 FEET; THENCE N82°37'18"E FOR A DISTANCE OF 100.79 FEET; THENCE N27°22'42"W FOR A DISTANCE OF 20.00 FEET; THENCE N82°37'18"E FOR A DISTANCE OF 28.64 FEET; THENCE S88°14'24"E FOR A DISTANCE OF 228.65 FEET; THENCE S01°45'38"W FOR A DISTANCE OF 450.00 FEET TO ITS INTERSECTION WITH A LINE 80.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID LINE ALSO BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF NW 41ST STREET; THENCE N88°14'24"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 248.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 128,742.22 S.F. OR 2.96 ACRES MORE OR LESS

© 2019 CIVIL ENGINEERING & SURVEYING, INC. 14000 DOWNTOWN DORAL, SUITE 14004-1000 (WEST CIVIC PARCEL).COM

DOWNTOWN DORAL SOUTH - WEST CIVIC PARCEL



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 84th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION			
SHEET NAME: LEGAL TO ACCOMPANY SKETCH			
PREPARED FOR: CC DEVCO, LLC.			
DRAWN BY: E.R.	DATE: 12-28-2017	SHEET: 2	
CHECKED BY:	SCALE: N/A	of 3 SHEETS	
DRAWN BY:	PROJECT NO: 14C048-1000		



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 4th Floor
Miami, Florida 33136-3912
T 305-372-6700 F 305-372-6982

miamidade.gov

October 20, 2016

Peter Stanford, Senior Vice President
GWC Miami Property LLC
1200 South Pine Island Road
Plantation, FL 33324

CERTIFIED MAIL NO. 7015 0640 0001 5023 2194
RETURN RECEIPT REQUESTED

RE: Pilot Test Plan for Soil Mixing/Soil Management Plan/Remedial Action Plan dated August 29, 2016 and submitted by GHD Services Inc. for the White Course Golf Course facility (HWR-828 /File-N/A) located at, near, or in the vicinity of NW 87th AVE between NW 41st ST and NW 48th ST, Doral, Miami-Dade County, Florida.

Dear Mr. Stanford:

The Department of Regulatory and Economic Resources-Division of Environmental Resources Management (DERM) has reviewed the above-referenced submittal, received August 30, 2016, which proposed to use soil mixing and blending techniques for unrestricted re-use of soils onsite with the ultimate goal to close the site under the No Further Action with Conditions (NFAC) provisions established in Section 24-44(2)(k)(ii), Code of Miami-Dade County (the Code), with no restrictions placed on soils (groundwater restrictions only). Therefore, the following is required:

Pilot Test Plan

DERM has reviewed the pilot test, which proposes to utilize a 3-3.5 acre area to test soil mixing techniques utilizing a Caterpillar RM500 Rotary Mixer to achieve the applicable soil cleanup target level for reuse onsite and approves it with the following conditions:

- 1. The report does not specify where the clean fill used for soil mixing/blending will be originating from. Be advised that imported clean fill that does not originate from a quarry shall be characterized in accordance with DERM's Soil Reuse Guidance. Receipts and characterization results, if applicable, shall be provided for all imported clean fill.
2. The Pilot Test Plan proposes the placement of 8-inches of clean fill over a "Bed" (an approximate 3-acre by 18 inch deep, rectangular portion of the site) which will then be mixed using a Caterpillar RM500 Rotary Mixer in 600-650 feet long, approximately 8 feet wide, and 18 inches deep passes until the entire "Bed" has been mixed. The "Bed" will then be sampled and removed for onsite reuse, or remixed if appropriate. This process shall continue in 18" thick mixing "Beds" to ten (10) feet below land surface (bls), or until the water table is reached (i.e., approximately six (6) 18" thick "Beds" over an approximate 3-acre area). However, the sampling frequency proposed for each "Bed" of mixed material at one (1) composite sample per 7,000-8,500 cubic yards of soil (i.e., 1 composite sample per 3-3.5 acres by 18-inches deep) is insufficient to adequately demonstrate that soil mixing will result in soils that meet the applicable soil cleanup target levels (CTLs) for reuse onsite to meet the NFA provisions for soils (no soil restrictions). Therefore, the following is required:
a. One (1) composite sample, composed of 10 subsamples, shall be collected for every pass within the first 18-inch mixing layer (i.e., an approximate area of 600 ft. by 8 ft. by 18 inches deep or 1 composite sample per approximately 267 cubic yards, consistent with DERM's Soil Reuse Guidance).
b. Subsequent to completion of the first 18" mixing layer, one (1) composite sample shall be collected per every two (2) passes for the next 18" mixing layer (i.e., 18"-36" below land surface (bls)). After which, one (1) composite sample shall be collected for each 18" mixing layer below 36" bls (36" to the groundwater table).

Therefore, if a half-acre is used as the pilot test area, this equates to approximately 12 total composite samples. Additionally, the composite subsamples shall be collected through the entire 18" interval and thoroughly mixed before sampling. Furthermore, for composite samples collected from mixing layers below 18" bls, one subsample (a.k.a., aliquot), at a minimum, shall be collected from every pass with a minimum number of 10 subsamples for each composite sample. Be advised that based on the pilot test results, a lesser frequency of testing may be appropriate when implemented throughout the remainder of the site.

- 3. GPS coordinates shall be provided for the location of each subsample location and depicted on a scaled site map.

4. Each composite sample shall be analyzed for Arsenic and Leachable Arsenic (via the Synthetic Precipitation Leaching Procedure (SPLP)). Additionally, at a minimum, two composite samples collected from the first mixing depth (i.e., 0-18 inches bls) per half acre of pilot test area shall be analyzed for Polycyclic Aromatic Hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPH), 7 RCRA metals, Organophosphorus Pesticides, Chlorinated Pesticides, and Chlorinated Herbicides.
5. Be advised that DERM requests to be onsite during the implementation of the pilot test to collect soil split samples. Therefore, DERM shall be notified in writing ten (10) working days prior to the implementation of field activities. Email notifications shall be directed to DERMPCD@miamidade.gov and Caroline Wright at wrightc@miamidade.gov. Please include the DERM file number on all correspondences.

Soil Management Plan

6. The SARA proposes lake excavation and filling. Be advised that the applicable permits and approvals from other local, state, and federal departments must be obtained prior to the implementation of lake excavation and filling operations (e.g., Lake Fill Permit). Please see DERM's Lake Fill Permit Application Guidelines for additional information.
7. The following soil reuse criteria applies to soils at the site:
 - a. Soils which meet the Direct Exposure Residential (DER) Soil Cleanup Target Level (SCTL) for arsenic and for which direct leachate testing conducted using the Synthetic Precipitation Leaching Procedure (SPLP) indicate that SPLP leachate concentrations for arsenic are less than or equal to the Groundwater CTL (GCTL), and if applicable the surface water CTL, may be reused onsite, without restrictions, and as lake fill material provided soil reuse does not cause or allow nuisance conditions (i.e., offensive odor, etc.).
 - b. Soils which exceed the DER SCTL for arsenic and are less than the Commercial Direct Exposure (DEC) SCTL of 12 mg/kg may be reused as lake fill material (below the water table) if arsenic SPLP leachate concentrations are less than or equal to the Groundwater, and if applicable surface water, CTL. Note that if these soils are excavated from the lake they will be subject to engineering and/or institutional controls if reused on-site, or shall be removed from the site and properly disposed.
 - c. Soils which exceed the DER and/or the DEC SCTL for arsenic, and for which SPLP leachate concentrations are greater than the GCTL, may be blended with clean imported fill and/or site soil with known arsenic concentrations less than or equal to the DER SCTL until testing demonstrates that soils meet the appropriate reuse criteria referenced in comment 6.a. and 6.b. above.
 - d. Soils which, after blending, do not meet the reuse criteria above may continue to be blended until the reuse requirements have been met. Soils which do not meet the criteria referenced above in comment 6.a. or 6.b. shall not be reused onsite and shall be properly disposed of. In addition, any total contaminant concentration which exceeds twenty times the applicable RCRA TCLP hazardous waste threshold shall be analyzed via the TCLP method for hazardous waste characterization via USEPA Test Method 1311. Be advised that any soil that exceeds the TCLP Criteria or is otherwise classified as a RCRA hazardous waste shall be disposed at a permitted hazardous waste treatment, storage, and disposal facility in accordance with all applicable regulations.
8. Onsite soils, including material excavated from the onsite lake, which are to be reused onsite, either as lake fill material or surface cover, shall be sampled for arsenic and SPLP arsenic. An appropriate sampling frequency shall be determined based on the results of the pilot test.
9. A subset of the post-mixing composite samples shall be analyzed for Polycyclic Aromatic Hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPH), the 7 RCRA metals, organophosphorus pesticides, chlorinated pesticides and chlorinated herbicides in addition to arsenic. The frequency of sampling for the extended parameters above shall be determined based on the results of the pilot test.
10. GPS coordinates shall be provided for composite subsample locations and depicted on a scaled site map. Unique identifiers shall be given to each mixing "Bed" along with clear documentation indicating the original locations and where they are ultimately moved to on the property (i.e. GPS coordinates, etc.).

11. Follow DERM's approval of the Pilot Test implementation results and Source Removal Report (SRR), DERM does not object to the proposal for a licensed P.G. and/or P.E. to self-certify/approve subsequent characterization laboratory results to determine if mixed soil meets the reuse criteria specified in comment 6 above. However, soils removed from mixing passes shall be given a unique identifier that can be easily correlated with the associated composite sample results and tracked during transport (e.g., truck number, etc.) to the final destination. Additionally, quarterly reports shall be submitted to the department for review that summarizes the soil mixing and relocation activities and provides the mixed soil characterization results. Be advised that in the event DERM's review of the laboratory results identifies any exceedances of the reuse criteria, the soil associated with the composite sample will be required to be removed, or if soil removal is not feasible, the site may be required to be closed under the No Further Action with Conditions (NFAC) (for soil) closure provisions established in Section 24-44(2)(k)(ii), Code of Miami-Dade County (the Code).

Be advised that the vertical and horizontal extent of the contaminant plume(s) shall be fully delineated. DERM has the option to split any samples deemed necessary with the consultant or laboratory at the subject site. The consultant collecting the samples shall perform field sampling work in accordance with the Standard Operating Procedures provided in Chapter 62-160, Florida Administrative Code (FAC), as amended. The laboratory analyzing the samples shall perform laboratory analyses pursuant to the National Environmental Laboratory Accreditation Program (NELAP) certification requirements. If the data submitted exhibits a substantial variance from DERM split sample analysis, a complete resampling using two independent certified laboratories will be required.

DERM shall be notified in writing a minimum of three (3) working days prior to the implementation of any sampling or field activities. Email notifications shall be directed to DERMPCD@miamidade.gov. Please include the DERM file number on all correspondence.

Therefore, within sixty (60) days of receipt of this letter, you are hereby required to submit to DERM for review two copies of a Pilot Test Implementation Report, one paper and one electronic PDF on CD, prepared in accordance with Section 24-44, Code of Miami-Dade County. A review fee of \$750 shall be included with the submittal.

Be advised that DERM is in receipt of the Site Assessment Report Addendum (SARA) dated August 26, 2016 (received August 30, 2016) and SRR dated September 27, 2016 (received September 28, 2016) and will respond under separate cover.

Failure to adhere to the items and timeframes stipulated above may result in enforcement action for this site.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

If you have any questions regarding this letter, please contact Caroline Wright (wrightc@miamidade.gov) of the Environmental Monitoring and Evaluation Section at (305) 372-6700.

Sincerely,



Wilbur Mayorga, P.E., Chief
Environmental Monitoring & Restoration Division

cw
ec: Howard Nelson, Bilzin Sumber LLP., hnelson@bilzin.com
Bruce Grundt, Lennar Homes, bruce.grundt@lennar.com
Christina Lumpkin, Bilzin Sumberg LLP., clumpkin@bilzin.com
Juan Diaz-Robles, Ramboll Environ, jdiazrobles@environcorp.com
James Wright, CC Homes, jwright@cchomes.com
Chris Herin, Geosyntec, cherin@geosyntec.com
Alex Chatham, GHD, alex.chatham@GHD.com
Johnny Vega, Susana Palomino -PRD DERM
Gabriel Garcia, Jackie Llano -PRS DERM