

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

**THIS AGREEMENT** is made between **MILLER LEGG**, an active, for-profit Florida Corporation (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation (hereinafter the “City”).

**RECITALS**

**WHEREAS**, the City of Doral (the “City”) is in need of a firm to provide environmental and natural resource compliance review, maintenance coordination review, and mitigation monitoring for all environmental permits associated with Doral Glades Park; and

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

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

**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 retains Consultant to perform the professional services delineated in Monitoring Proposal attached to this Agreement as Exhibit “A”, and incorporated herein by reference, which includes performing environmental and natural resource compliance review, maintenance coordination review, and mitigation monitoring for all environmental permits associated with Doral Glades Park as further described in this Agreement.
- 1.2 The Consultant shall furnish professional services to the City as set forth in their Monitoring Proposal found in Exhibit “A”, which is attached to this Agreement and incorporated herein and made part hereof by this reference (the “Work” or “Scope of Services”).
- 1.3 The Scope of Services shall be performed by Consultant to the full satisfaction of the City. Consultant agrees to furnish all labor in a professional manner to perform the Work. Consultant will require its

employees to perform their work in a manner befitting the type and Scope of Services to be performed.

- 1.4 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, provided the same is memorialized by a written amendment to this Agreement.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables stated in the Consultants proposal which is attached to this Agreement as Exhibit "A" have been completed and accepted by the City or unless earlier terminated in accordance with Section 8 of this Agreement.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Consultant a not to exceed amount of **FOUR THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$4,700.00)** regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.
- 3.3 Consultant is to provide the City with an invoice upon completion of tasks. Invoices received from the Consultant pursuant to this Agreement will be reviewed by the initiating City Department. If the Work has been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- 3.5 Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. In the event the City Commission fails to appropriate funds for the particular purpose of this Agreement during any year of the term hereof, then this Agreement shall be terminated upon ten (10) days written notice and the Consultant shall be compensated for the Services satisfactorily performed prior to the effective date of termination.

3.6 Consultant shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Consultant with the prior written approval of the City. Consultant shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of 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 subconsultants used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available data pertinent to the Work to be provided by Consultant, in possession of the City.

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

6. **Consultant 's Responsibilities.**

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

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Consultant without cause. Cause shall include but not be limited to a failure on the part of Consultant to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach; 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 Work.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all Work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Work to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "B"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Insurance required of the Consultant shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Consultant's indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. **Before any work under this Agreement is performed, and at any time upon request, Consultant shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the

policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Consultant hereunder. Consultant shall also require and ensure that each of its sub-consultants providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. **ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.**

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant 's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant 's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a

manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

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

13. **Notices/Authorized Representatives.**

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

For the City: Barbara Hernandez  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

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

For The Consultant : Miller Legg  
5747 N Andrews Way  
Fort Lauderdale FL 33309-2364

14. **Governing Law.**

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

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

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 seven (7) 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 The Consultant may also be subject to monthly audits by the City or their designee. The audit will specifically include a comprehensive review of the service quality, attentiveness, and courteousness.

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:

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

20.1.2 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;

20.1.3 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

20.1.4 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 If applicable, in accordance with Section 287.055, Florida Statutes, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which City determines was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

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. **Conflict of Terms**

33.1 Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provisions in Consultant's proposal including the General Conditions, the provision contained in this Agreement shall govern and control.

34. **Public Records.**

34.1 The Consultant shall be required to comply with the following requirements under Florida's Public Records Law:

34.1.1. Consultant shall keep and maintain public records required by the City to perform the service.

34.1.2. Upon request from the City, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

34.1.3. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

34.1.4. Consultant shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the

Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Consultant to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.**

35. **E-verify.**

- 35.1 Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Consultant enters into a contract with a subconsultant, the subcontractor must provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien.
- 35.2 In accordance with Florida Statute 448.095, Consultant is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Consultant during the contract term. Further, Consultant must also require and maintain the statutorily required affidavit of its subconsultants. It is the responsibility of Consultant to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The Consultant must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Exhibit "C".


**[SIGNATURE PAGE TO FOLLOW]**

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


Attest:

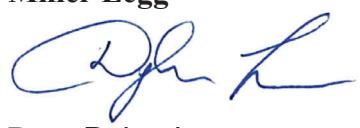
**CITY OF DORAL**

 4/11/2023  
\_\_\_\_\_  
Connie Diaz, City Clerk

By:  \_\_\_\_\_  
Barbara Hernandez, City Manager  
4/11/2023  
Date: \_\_\_\_\_

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

 3/13/2023  
\_\_\_\_\_  
Valerie Vicente, Esq. for  
Nabors, Giblin & Nickerson, P.A.  
Interim City Attorney

**Miller Legg**  
  
By: Dylan Larson  
Its: Vice President  
Date: 3-13-23

**Exhibit “A”**

**Scope of Services**



March 6<sup>th</sup>, 2023

*Via E-mail [Lazaro.Quintero@cityofdoral.com](mailto:Lazaro.Quintero@cityofdoral.com)*

Ms. Barbie Hernandez  
City Manager  
**City of Doral**  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**Re: Doral Glades Park 2023 Mitigation Monitoring and FCT Reporting (the "Project")  
Miller Legg Project No. 16-00020**

Dear Ms. Hernandez:

Thank you for the opportunity to submit the attached Agreement for Professional Services to assist you with accomplishing your goals on the Doral Glades Park 2023 Mitigation Monitoring and FCT Reporting project.

Please have an authorized Client signatory sign and initial the attached Agreement Exhibit A page[s] where indicated, complete the Client Billing Instructions, and return for Miller Legg's execution. A fully-executed copy will be emailed to you for your file.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "Dylan Larson". The signature is fluid and cursive, with a large initial "D" and "L".

Dylan Larson, CEP, PWS, CLI  
Principal

DL/kc/Principal  
Attachments

Handwritten initials "DL/kc" in blue ink, positioned above a horizontal line.

V:\Projects\2016\16-00020 - Doral Glades Park WL Monitor\Documents\Contracts\AS-7\16-00020 Agreement AS-7.docx

**IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.**

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

**Client:** City of Doral **Client Representative:** Ms. Barbie Hernandez  
City Manager

**Address:** 8401 NW 53<sup>rd</sup> Terrace **Address:** Same  
Doral, FL 33166

**Phone /Fax:** 305-593-6600 **Email:** Lazaro.Quintero@cityofdoral.com

**Date:** March 6, 2023 **Project No.** 16-00020 **T:** -- **R:** -- **S:** --

**Project Name and Location:** Doral Glades Park Mitigation Monitoring and FCT reporting 2023 (the  
"Project") Doral, Miami-Dade County

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

**Fee:** Lump Sum of \$ 4,700.00 **AND** Hourly not to exceed (NTE) fee of \$ N/A  
**AND** Reimbursable Expenses Lump Sum of \$ N/A  
**AND** Reimbursable Expenses Initial Budget of \$ N/A

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

**Special Conditions:** N/A

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

**The undersigned agree to the attached General Conditions and Special Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.**

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

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

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

DL/WM  
Attachments: Exhibit A





**GENERAL CONDITIONS**

These general conditions are attached and made part of proposals and agreements for services by Miller Legg, the Consultant.

**1.0 Standard of Care**

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

**2.0 Basic Services**

Consultant shall provide the mutually agreed-upon services outlined in the Agreement. Any services not specifically outlined in the Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

**3.0 Additional Services**

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be in accordance with Consultant's Rate Schedule, as provided for in Section 5.0, Compensation, or as otherwise mutually agreed to by the parties.

**4.0 Client Responsibilities**

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement will be the individual designated as such on the signature page. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

**5.0 Compensation**

a) Monthly progress invoices for basic services and additional services will be submitted to Client by Consultant based on percent complete for each project task. Amount of each progress invoice shall be based upon percent complete of Consultant's contracted work, not based upon progress of any parties not under Consultant's control. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.

b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days. Fees are not based upon pay if paid terms. Fees are not based upon pay when paid terms except if specifically agreed to in writing by both parties under the Special Provisions section of this Agreement. Consultant payment shall not be delayed from submittal to Prime and/or Owner for processing when serving as a sub-consultant. Consultant shall have the right to communicate directly with the Prime and/or Owner regarding delays in payment from Client for services rendered under this Agreement as a sub-consultant.

c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment will be made in the full amount of the invoice. If payment in full is not received by Consultant within thirty (30) calendar days, all past due amounts shall bear interest at one and one-half (1.5) percent per month from said thirtieth (30<sup>th</sup>) day.

d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.

e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

f) Retainer shall be paid to Consultant by Client prior to commencement of services. This retainer shall be applied to the final invoice for services provided under this Agreement.

**6.0 Permit, Agency and Application Fees**

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and impact fees. Any mutually agreed-upon project-related fee up to \$500 may be paid by Consultant and invoiced as a reimbursable expense.

**7.0 Collection Costs**

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant and Consultant's time charged at the hourly rates of the current hourly rate sheet in connection with the collection of any amount due under the Agreement.

**8.0 Reimbursables**

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

**9.0 Taxes**

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

**10.0 Indemnification**

a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.

b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.

c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, directors, employees and independent subconsultants in connection therewith, Client agrees, subject to Article 10.a hereof, to indemnify and hold Consultant, its officers, directors, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.

**11.0 Limitation of Liability**

**a) PER FLA. STATUTE 558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.**



b) In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

#### 12.0 Instruments of Service Ownership

a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

#### 13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

#### 14.0 Mediations/Dispute Resolution

a) To resolve any conflicts which might arise during the performance of Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.

b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.

c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

#### 15.0 Delays

a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.

b) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency; beginning or completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed "factors" outside Consultant's control.

#### 16.0 Termination

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

#### 17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

#### 18.0 Construction Phase

a) Consultant shall not, during any site visits or as a result of observing Contractor's (s') work in progress, supervise, manage, direct or have control over Contractor's (s') work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's (s') failure to finish and perform its work in accordance with the contract documents.

b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

#### 19.0 Hazardous Materials

Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials including, but not limited to, asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials. In the event any hazardous or toxic materials are present on or about the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or other damages, suspend performance of its services under the Agreement until Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials in full compliance with all applicable laws and regulations.

#### 20.0 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

#### 21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement. Consultant assignment of payment rights as part of Consultant's typical operations funding process through a factoring company or similar non-traditional banking relationship shall be authorized.

**END OF DOCUMENT**



## SPECIAL PROVISIONS

These special provisions are attached hereto, and made a part of, this Agreement for Professional Services for **Doral Glades Park 2023 Mitigation Monitoring and FCT Reporting** by Miller Legg, the Consultant.

1.0 This page intentionally left blank.



**CLIENT BILLING INFORMATION**

***The following billing information must be completed by the Client. Client must notify Consultant of any changes to this information within one billing cycle.***

**I) PROJECT & CONTACT INFORMATION**

Project Name:	_____	Accounting/Billing Contact:	_____
Project Manager Name:	_____	Accounting Check Run Dates:	_____
Phone Number:	_____	Phone Number:	_____
Fax Number:	_____	Fax Number:	_____
E-mail Address:	_____	E-mail Address:	_____

**II) BILLING INFORMATION**

*Original Invoice should be addressed as follows:*

Client/Company Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax Number: \_\_\_\_\_

*Copies should be forwarded to:*

Client/Company Name: \_\_\_\_\_

Attention : \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax Number: \_\_\_\_\_

**III) INVOICE SUPPORTING DOCUMENTS/FORMATting**

*Please note that additional fees may be added for any of the following services:*

Special Invoice Requirements  \_\_\_\_\_  
 (provide details/include copy)

Project/P.O./Contract Number Reference  \_\_\_\_\_

Number of Invoice Copies \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**IV) PAYMENT OPTIONS**

*Please check appropriate box.*      Check       Direct Deposit/Wire Transfer

*Note:* Please include our invoice number on your check.

*Note:* Please reference our project number when you set up the wire transfer. Bank info will be provided upon completion of form.



**EXHIBIT A – SCOPE OF SERVICES**  
**Doral Glades Park Mitigation Monitoring and FCT Reporting 2023 (the “Project”)**

**1.0 PROJECT DESCRIPTION**

- 1.1** The Project is generally described as follows: **Consultant shall provide Doral Glades Park Mitigation Monitoring and Florida’s Communities Trust (FCT) Annual Stewardship Report for 2023**

**2.0 BASIS OF SCOPE**

**2.1 Environmental**

- The permits, with associated modifications, that will be the subject of this monitoring include Miami–DADE Department of Regulatory and Economic Resource (DERM) Permit # CLIV2016-0107 and # CLIV2013-0001. South Florida Water Management District (SFWMD) # 13-05474-P (Apps. 160718-5 and 121226-7); and US Army Corps of Engineers (USACE) permit # SAJ-2007-04601(SP-JLC).
- The area that is included in this scope (from the above permits) is under City ownership, known as Doral Glades Park, in the NE corner of the site only. This excludes other on-site locations (such as mitigation in SW corner of the site under the FP&L easement) and any off-site mitigation areas. These are to be addressed by others (Developer).
- Permits have been issued for the construction of the wetlands and surface water management system. Site is currently being developed.
- Acknowledgement of receipt for the 5<sup>th</sup> original and / 2<sup>nd</sup> modified permit - annual Monitoring Report, occurred January 13<sup>th</sup>, 2021 by SFWMD and March 4<sup>th</sup>, 2021 from DERM 2021 –
- Acknowledgement from SFWMD for 3<sup>rd</sup> annual mitigation monitoring was received on January 28<sup>th</sup>, 2022. Acknowledgement has not been received for 7<sup>th</sup> original and the 4<sup>th</sup> modified annual as of yet.
- Due to the modification of the existing SFWMD permit and requirement of new permit for DERM additional years of monitoring beyond the 5 years mandatory has been required.
- Time Zero mitigation monitoring report has been accepted for #CLIV2013-0001, SFWMD #13-05474-P (App. 121226-7) and SAJ-2007-04601 (SP-JLC).
- Consultant cannot guarantee site compliance for permit conditions.

March 6<sup>th</sup>, 2023

- City shall separately procure a wetland management/maintenance firm that is licensed to perform herbicidal treatment activities in a natural system.
- If it becomes necessary to separate the existing resource permits from the Doral Commons Developer, an additional service may be required.
- City is responsible for required Reporting under the issued permits.
- FCT will be submitted to Bill Bibby, Planner IV, Office of Operations Florida Communities Trust.
- FCT Doral Glades Report is due July 2023.
- Annual Mitigation Monitoring Reports for all agencies is due December 2023.

### **3.0 INFORMATION TO BE PROVIDED BY CLIENT**

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

### **4.0 METHOD OF COMPENSATION**

The method of compensation is outlined below in the scope of basic services and fee section. The total hourly rates payable for each of the Consultant's employee categories, reimbursable expenses, are shown on attached 2021 Rate Schedule.

March 6<sup>th</sup>, 2023**SCOPE OF BASIC SERVICES AND FEE**

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

**Task 1      2023 Annual Mitigation Monitoring Report** - Consultant shall review the existing permits and previous submittals for the Project and monitoring plan, visit the Project, photograph the wetland mitigation areas as part of this Project, quantify vegetative coverage, exotic species coverage and wildlife utilization, prepare a monitoring report, and submit report to DERM, USACE, and SFWMD for approval. Additional reporting beyond this can be provided as an additional service in the next fiscal year.

**Task 2      2023 Annual FCT Stewardship Report** - Consultant shall prepare one (1) 2023 Annual Stewardship Report as required by Management Plan submitted by the City to FCT. The Stewardship Report is intended to verify that success criteria imposed at the time of award are being achieved, as well as to monitor the continued stewardship and use of the property. This report is due in July 2023.

<b>FEE SUMMARY</b>			
<b>TASK NUMBER</b>	<b>TASK</b>	<b>LUMP SUM FEE</b>	<b>HOURLY NTE FEE</b>
Task 1	Year 8 original and 5 <sup>th</sup> modified permit - 2023 Annual Mitigation Monitoring Report	\$2,400.00	--
Task 2	One (1) Annual FCT Stewardship Report 2023	\$2,300.00	
<b>TOTAL FEE</b>		<b>\$4,700.00</b>	

V:\Projects\2016\16-00020 - Doral Glades Park WL Monitor\Documents\Contracts\AS-7\16-00020\_ Exhibit A AS-7.docx

**Exhibit “B”**

**Insurance Requirements**



## Exhibit "B"

### Insurance Requirements Professional Services Contract

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

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

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

**I. Commercial General Liability**

**A. Limits of Liability**

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

**B. Endorsements Required**

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

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

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

**III. Umbrella/Excess Liability (Excess Follow Form)**

Each Occurrence	\$2,000,000
Policy Aggregate	\$2,000,000

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

**IV. Workers Compensation**

Statutory Limits- State of Florida

**Employer's Liability**

Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

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

**A. Limits of Liability (E&O)**

Each Claim \$3,000,000

Policy Aggregate \$3,000,000

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

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

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

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

**Exhibit “C”**

**E-Verify Affidavit**

**E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Miller Legg

Company Name



Offeror Signature

3-13-23

Date

Dylan Larson

Print Name

Vice President

Title

65-0563467

Federal Employer Identification Number (FEIN)

**Notary Public Information**

Sworn to and subscribed before me on this this 13 day of March, 2023.

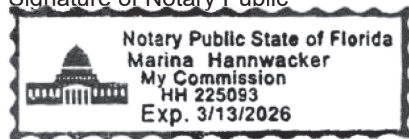
By Dylan Larson

Is personally known to me

Has produced identification (type of identification produced: N/A)



Signature of Notary Public



Print or Stamp of Notary Public

3-13-26

Expiration Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/13/2023

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc.  4220 Duncan Avenue Suite 401 St Louis, MO 63110	1-314-721-5100  <b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Miller Legg & Associates, Inc.  5747 N. Andrews Way  Fort Lauderdale, FL 33309	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CONTINENTAL INS CO</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B: VALLEY FORGE INS CO</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER C: CONTINENTAL CAS CO</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D: TRAVELERS CAS &amp; SURETY CO OF AMER</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CONTINENTAL INS CO	35289	INSURER B: VALLEY FORGE INS CO	20508	INSURER C: CONTINENTAL CAS CO	20443	INSURER D: TRAVELERS CAS & SURETY CO OF AMER	31194	INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: 68070396** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		7034490047	11/01/22	11/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		7034490033	11/01/22	11/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	7034490050	11/01/22	11/01/23	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N	7034490016	11/01/22	11/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			107222698	02/21/23	02/21/24	Per Claim/Agg 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Doral Glades Park 2023 Mitigation Monitoring and FCT Reporting  
 The City of Doral, Florida is included as Additional Insured as respects the General Liability, Automobile Liability and Umbrella Liability as respects to work performed by the Named Insured as required by written contract. A waiver of subrogation exists in favor of all entities listed above and any others required by contract with regards to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation as required by written contract and where permissible by law. Thirty (30) day notice of cancellation will be provided to the certificate holder.

<b>CERTIFICATE HOLDER</b>  City of Doral  8401 NW 53rd Terrace  Doral, FL 33166  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
--	--



## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

#### **Primary and Noncontributory Insurance**



## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A.** is currently in effect or becomes effective during the term of this policy; and
- B.** was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Primary and Noncontributory - Other Insurance  
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

**Primary And Noncontributory Insurance**

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





## Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (10-16)

Policy No: 7034490047

Effective Date: 11/01/2022


**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**
**Name of Additional Insured Person Or Organization**

AS REQUIRED BY WRITTEN CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Policy No: 7034490033 Policy  
 Effective Date: 11/01/2022

Endorsement No: 25; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contact or agreement with such person(s) or organization(s); and
- B.** Prior to the "**accident**" or the "**loss.**"

Form No: CA 04 43 11 20

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7034490033

Effective Date: 11/01/2022



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Policy No: 7034490016  
Effective Date: 11/01/2022

Endorsement No: 16; Page: 1 of 1

Underwriting Company: The Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606



## Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 STOP GAP LIABILITY COVERAGE PART  
 TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
<b>Number of days notice (other than for nonpayment of premium):</b>	30
<b>Number of days notice for nonpayment of premium:</b>	10
<b>Name of person or organization to whom notice will be sent:</b>	See Below
<b>Address:</b>	

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

**Name of Person or organization to whom notice will be sent:**

**All certificate holders where written notice of cancellation of this policy is required by written contract, permit, or agreement with the Named Insured.**

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Policy No: 7034490033

Endorsement No: 24; Page: 1 of 1

Effective Date: 11/01/2022

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



**Workers Compensation And Employers Liability Insurance**  
**Policyholder Notice**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.