

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

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

RECITALS

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

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

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

AGREEMENT

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

1. **Scope of Services/Deliverables.**
 - 1.1 The City grants to the Consultant the rights delineated in this Agreement to provide environmental and natural resource compliance review, maintenance coordination review, and mitigation monitoring for all environmental permits associated with Doral Glades Park as contemplated herein.
 - 1.2 The Consultant shall furnish professional services to the City as set forth in their proposal found in **Exhibit "A"**, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
 - 1.3 Consultant may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables stated in 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.

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

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

4. **Sub-Consultants.**

4.1 The Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

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

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

6. **Consultant 's Responsibilities.**

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

7. **Conflict of Interest.**

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

8. **Termination.**

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

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

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

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

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

9. **Insurance.**

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

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

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of,

related to, or any way connected with Consultant 's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant 's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant .

13. **Notices/Authorized Representatives.**

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

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

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

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

14. **Governing Law.**

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

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

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

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

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

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

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

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

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

17. **No assignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Representations and Warranties of Consultant.**

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

- (a) Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and
- (d) Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

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

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

22. **Non-collusion.**

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

23. **Truth in Negotiating Certificate.**

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

24. **Waiver**

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

25. **Survival of Provisions**

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

26. **Prohibition of Contingency Fees.**

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

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds

a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

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

29. **Interpretation.**

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

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

30. **Discretion of City Manager.**

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

31. **Third Party Beneficiary**

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

32. **No Estoppel**

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

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, the provision contained in this Agreement shall govern and control.

[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



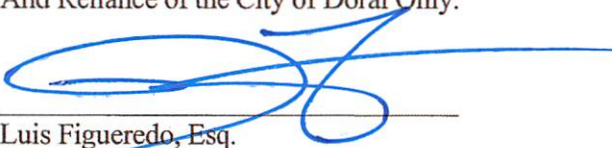
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: March 23, 2020

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



Luis Figueredo, Esq.
City Attorney

Miller Legg


By:  Dylan Larson
Its: Vice President
Date: 3/18/2020

Exhibit "A"
Scope of Services



March 17th, 2020

Via E-mail Lazaro.Quintero@cityofdoral.com

Mr. Albert P. Childress
City Manager
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

**Re: Doral Glades Park 2020 Mitigation Monitoring and FCT Reporting (the "Project")
Miller Legg Project No. 16-00020**

Dear Mr. Childress:

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 2020 Mitigation Monitoring and FCT Reporting

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. Again, thank you for this opportunity, and I look forward to speaking with you soon.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Dylan Larson'.

Dylan Larson, CEP, PWS, CLI
Principal

DL/wm/Principal
Attachments

Handwritten initials in black ink, possibly 'DL' or 'wm'.

V:\Projects\2016\16-00020 - Doral Glades Park WL Monitor\Documents\Contracts\16-0020-Agreement_updated_3-17-20_wm.docx

IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

South Florida Office: 5747 N Andrews Way • Fort Lauderdale, Florida 33309-7364
(954) 436-7000 • Fax: (954) 493-6539
www.millerlegg.com

AGREEMENT FOR PROFESSIONAL SERVICES

Client: City of Doral **Client Representative:** Mr. Albert P. Childress
8401 NW 53rd Terrace City Manager
Address: Doral, FL 33166 **Address:** Same
Phone /Fax: 305-593-6600 **Email:** Lazaro.Quintero@cityofdoral.com

Date: March 17th, 2020 **Project No.** 16-0020 **T:** -- **R:** -- **S:** --

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

Description of Services to be Provided: See Exhibit A

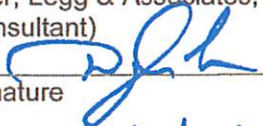
Fee: Lump Sum of \$ 4,700.00 **AND** Hourly not to exceed (NTE) fee of \$ N/A
AND Reimbursable Expenses Lump Sum of \$ N/A
AND Reimbursable Expenses Initial Budget of \$ N/A

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)
 **Date:** 3/18/2020
Signature
Dylan Larson
Printed Name/Title

City of Doral (Client)

Signature **Date:** _____

Printed Name/Title

DLWM
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 (30th) 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 2020 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 (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 2020**

2.0 BASIS OF SCOPE

2.1 Environmental

- The permits, with associated modifications, that will be the subject of this monitoring include DERM Permit # CLIV2016-0107 and # CLIV2013-0001. South Florida Water Management District (SFWMD) # 13-05474-P (Apps. 160718-5 and 121226-7); and US Army Corps of Engineers (USACE) permit # SAJ-2007-04601(SP-JLC).
- The area that is included in this scope (from the above permits) is under City ownership, known as Doral Glades Park, in the NE corner of the site only. This excludes other on-site locations (such as mitigation in SW corner of the site under the FP&L easement) and any off-site mitigation areas. These are to be addressed by others (Developer).
- Permits have been issued for the construction of the wetlands and surface water management system. Site is currently being developed.
- Acknowledgement of receipt for the 4th annual Monitoring Report occurred October 7th, 2019 by SFWMD.
- Time Zero mitigation monitoring report has been accepted for #CLIV2013-0001, SFWMD #13-05474-P (App. 121226-7) and SAJ-2007-04601 (SP-JLC).
- Consultant cannot guarantee site compliance for permit conditions.
- The Developer has been responsible for preparing the initial report (Time Zero) and annual Report one to the agencies. Consultant shall determine monitoring for DERM Permit # CLIV2016-0107 and SFWMD modification for boardwalk impacts and negotiate overlap with current annual reporting. Consultant has been in contact with SFWMD representative and believes that one Annual report will be due to the SFWMD.

March 17th, 2020

- Due to the modification of the existing SFWMD permit and requirement of new permit for DERM additional years of monitoring beyond the 5 years mandatory may be required.
- City shall separately procure a wetland management/maintenance firm that is licensed to perform herbicidal treatment activities in a natural system.
- If it becomes necessary to separate the existing resource permits from the Doral Commons Developer, an additional service may be required.
- City is responsible for required Reporting under the issued permits.
- Update to FCT Management Plan will be submitted to Rita Ventry, Planner, Office of Operations Florida Communities Trust once Doral Glades Park is complete.
- FCT Doral Glades Report is due July 2020.
- Annual Mitigation Monitoring Reports for all agencies is due September 2020.

3.0 INFORMATION TO BE PROVIDED BY CLIENT

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

4.0 METHOD OF COMPENSATION

The method of compensation is outlined below in the scope of basic services and fee section. The total hourly rates payable for each of the Consultant's employee categories, reimbursable expenses, are shown on attached 2020 Rate Schedule.

SCOPE OF BASIC SERVICES AND FEE

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

Task 1 **2020 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 **2020 Annual FCT Stewardship Report** - Consultant shall prepare one (1) 2020 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 2020.

FEE SUMMARY			
TASK NUMBER	TASK	LUMP SUM FEE	HOURLY NTE FEE
Task 1	Year Four 2020 Annual Mitigation Monitoring Report	\$2,400.00	--
Task 2	One (1) Annual FCT Stewardship Report 2020	\$2,300.00	
TOTAL FEE		\$4,700.00	

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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